



**BAREFOOT BAY
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting
May 28, 2019 at 7:00 PM
Building D&E

Agenda

Please turn off all cell phones

1. **Thought of the Day**
2. **Pledge of Allegiance to the Flag**
3. **Roll Call**
4. **Presentations and Proclamations**
5. **Approval of Minutes**
6. **Treasurer's Report**
 - A. Treasurer's Report
7. **Audience Participation**
8. **Unfinished Business**
9. **New Business**
 - A. Shopping Center Building 1 Space 2 Lease proposal
 - B. FY20 Budget Mailout
 - C. ARCC Appeal By Homeowner Case# 19-00205 917 Spruce Street
 - D. Revised ARCC Guidelines
 - E. DOR Violation 18-002248 1022 Wren Circle
 - F. DOR Violation 18-002559 935 Vireo Drive
 - G. DOR Violation 17-004463 832 Oleander Circle
 - H. DOR Violation 18-004953 707 Periwinkle Circle
 - I. DOR Violation 17-004245 709 Wedelia Drive
 - J. DOR Violation 18-000055 709 Wedelia Drive
 - K. DOR Violation 18-002773 481 Marlin Circle
 - L. Confirmation of Acceptance of Junior Golf Grant

10. Manager's Report

A. Manager's Report

11. Attorney's Report

12. Incidental Trustee Remarks

13. Adjournment

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

Barefoot Bay Recreation District Regular Meeting



BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Regular Meeting
May 10, 2019
7PM –Building D&E**

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on May 10, 2019 Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 1PM.

Pledge of Allegiance to the Flag

Led by Mr. Diana.

Roll Call

Present: Mr. Klosky, Mr. Wheaton Ms. Henderson, Mr. Diana, and Mr. Loveland. Also, present Jason Pierman, SDS, John W. Coffey, ICMA-CM, Cliff Repperger, General Counsel and Dawn Myers, District Clerk.

Presentations and Proclamations

On behalf of the Board of Trustees, Chairman Klosky presented Commander Jeff Grunow of The American Legion Post of Barefoot Bay with a Memorial Day Proclamation. Commander Grunow thanked the Board and Mr. Coffey for all their support of the veterans. He reminded the Board and the residents of the Memorial Day Parade and Ceremony on Monday, May 27th inside Building A beginning at the tennis courts at 10:30am.

Minutes

Mr. Loveland made a motion to approve the minutes for April 23, 2019. Second by Mr. Diana. Motion carried unanimously.

Treasurer's Report

Mr. Diana made a motion to approve the Treasurer's Report for May 10, 2019 as read. Second by Mr. Wheaton. Motion passed unanimously.

Audience Participation

Mr. Jim DiGellonardo requested a refund on the payment of a 2nd social membership fee since he purchased the property next to his and now has combined the two properties as one. Mr. Coffey suggested Mr. DiGellonardo visit the Finance Manager in the Administration Building for further direction and requirements on this matter.



BAREFOOT BAY RECREATION DISTRICT

Unfinished Business

Relocation of Pool #1 Smoking Area

Due to the upcoming Pool Pit and Heater Building capital project currently solicited for proposals (RFP), the Board discussed options for relocation of the current smoking area. At the previous BOT meeting the Board approved designating the current smoking area as the new location for the Pool Pit and Heater Building at Pool 1. They deferred the decision regarding the location of the new smoking section to a subsequent meeting. Mr. Klosky recommended placing the item back on this agenda for consideration. Board discussion and resident suggestions ensued. Mr. Coffey asked for clarification on the urgency of moving the smoking area now or whether it is contingent on the results of the RFP. Mr. Loveland stated that he would rather move along with the smoking section relocation so the area is ready for construction and this topic will not have to be revisited again.

Ms. Elaine VanBerschot recommended placing the smoking section in the back area by the gate under the covered area and the west side of this area.

Ms. Carol Joseph supported Ms. Van Berschot's suggestion.

Mr. Harvey Smith requested the Board change the smoking area for the employees as well. Mr. Klosky agreed that this will be the new smoking area for everyone.

Mr. Loveland made a motion to make the night-time smoking section the permanent smoking section and extend it to the west of the covered area. Second by Mr. Wheaton. Motion carried unanimously.

Lounge Project Referendum

Ms. Henderson voiced her concern for moving forward with the Lounge project without making a formal motion on the referendum issue. She requested the Board reconsider whether we should put the topic out to referendum. Mr. Diana reiterated that based on the judgment from the *Guinther vs. BBRD* and the *Mulhearn vs. BBRD* cases the District can maintain their buildings in the platted areas without fear of breaching the Charter cap of \$25,000. General Counsel explained that the Lounge project is similar to the Administration building ruling but not exactly since the Administration Building was due to a need but the Lounge project is based on a want so it will be considered somewhat differently. He is confident he could successfully defend the Bay in the event of a lawsuit. Discussion ensued.

Mr. Loveland made a motion not to go with the referendum. Second by Mr. Diana. Ms. Henderson opposed. Motion passed 4-1.

BCVO Donated Pavilion Change Order #1

Staff brought the change order from the Civic Volunteer Organization (CVO) President, Roger Compton for "tongue and groove ceiling and spruce diagonal supports" upgrade for the donated Pavilion. The CVO will pay for the cost of the change order.

Mr. Loveland made a motion the BOT approve change order #1 in the amount of \$5,065.95 to Superior Recreational Products for upgrades to tongue and groove ceiling and spruce diagonal supports while also accepting the same amount in donations from the CVO. Second by Mr. Diana. Motion carried unanimously.



BAREFOOT BAY RECREATION DISTRICT

New Business

Community Center Parking Study Proposal

Mr. Diana spoke on the parking lot proposal stating that it will be beneficial to find out how we can improve the parking area if needed. He maintained that the expansion may be too large to support too much more parking, and these are the answers we need to know before moving forward.

Mr. Diana made a motion approve the Community Center parking study proposal from TLC in the amount of \$7,500.00 and authorize staff to prepare a budget amendment for a future agenda recognizing the use of fund balance as the funding source. Second by Mr. Wheaton. Motion carried unanimously.

Building A Renovations Construction Drawings Proposal

As discussed in the RFP Evaluation meeting, Mr. Coffey brought the proposal to have TLC to update the Kitchen design to the current building code and add the electrical and HVAC components to the construction drawings in anticipation of re-issuing the RFP in November for a summer 2020 project.

Ms. Henderson shared her misgivings about combining all the renovations into one project as this will be more expensive. She requested looking at a different engineering firm for a better range of pricing and opinions. The Board discussed the previously approved motion to move forward with the project as a bundle. The Trustees were not in favor of delaying the project to seek out a new engineering firm.

Mr. Diana made a motion to approve the Building A Renovations construction drawings proposal from TLC in the amount of \$28,400.00 and authorize staff to prepare a budget amendment for a future agenda recognizing the use of fund balance as the funding source. Second by Mr. Loveland. Motion passed unanimously.

Foreclosure of Properties with Excessive Liens

Mr. Wheaton reported on multiple non-homesteaded properties that have excessive liens with no attempts by the owners to abate the violations. He requested the Board discuss the feasibility of starting foreclosure actions to obtain the properties through the Neighborhood Revitalization Program. General Counsel opined that the legal cost for recovery does not make financial sense due to the heavy liens already attached to some of the properties. He advised that the Trustees should direct him to look at those properties that are worthwhile to investigate and without extensive fees, rather than a blanket motion to foreclose on all the outstanding properties. Mr. Loveland requested looking at the empty lots first and removing three specific properties with homes on it as they are not in bad shape and he was uncomfortable foreclosing on our residents. Mr. Diana suggested General Counsel investigate the property to see if the owner is aware how to homestead her home.

Mr. Wheaton made a motion to direct General Counsel Repperger to work with Resident Relations Manager/H.R. Coordinator, Mr. Rich Armington, to selectively investigate the financially feasible properties in order to potentially initiate foreclosure proceedings immediately. Second by Ms. Henderson. Mr. Loveland opposed. Motion passed 4-1.



BAREFOOT BAY RECREATION DISTRICT

Manager Report

District Clerk

- **Building C Bulletin Boards Makeover** – Thanks goes out to Office of the District Clerk Administrative Assistant Whitney Hodges for her efforts in updating the look of the Bulletin Boards on Building C. They now have a new updated look and are easier to read.
- **Website Update** – The new updated ADA compliant BBRD website is close to completion and is scheduled to be launched in June.

Finance

- **FY19 Assessment Collection Update** – \$3,445,557.96 (gross) or 92.8% of the FY19 Budget has been received as of May 1st (see attached for details).

Resident Relations

- **ARCC Update**
 - April 30th meeting: 14 consent approved, 17 non-consent (16 approved and 1 denied).
 - May 14th is the next meeting (New Administration Conference Room at 9am).
- **Violations Committee Update**
 - May 10th meeting has 24 cases on the agenda
 - May 24th is the next meeting
- **April Interesting Statistics**
 - 64 home sales with 97 new homeowners receiving their badges.

Food & Beverage

- **Mother's Day Brunch** – Tickets are on sale for a Mother's Day Brunch at the Lounge, the 19th Hole and the New Administration Building. The brunch will be Lakeside of the Lounge from 9am until noon. The Dave Capp Jazz duo will perform.
- **Memorial Day Street Dance** – A special street dance will be held on Monday, May 27th from 2-6pm with the Hatley Band.
- **Father's Day Clam Bake** – Tickets go on sale May 13th at the Lounge, the 19th Hole and the Administration Building
- **Independence Week Fireworks** - Brevard County has issued BBRD's permit for this year's fireworks display on Sunday, June 30th.

Flyers with all the details are posted.

Golf-Pro Shop

- **Employee Golf Tournament** May 18th: Course closed until 1:30pm
- **UEC Invitational Tournament.** May 23rd, 8:30 Shotgun start (Full)
- **Jr. Camp** signup has begun. See attached or Pro Shop for details
- Course Closure for aeration
 - Tuesday, May 28th Back Nine and Putting Green
 - Wednesday, May 29th Front Nine and Driving Range
 - Grass will NOT be cut for 7 to 10 days on greens depending on healing conditions



BAREFOOT BAY RECREATION DISTRICT

Property Services

- Completed excavation of test pits for TLC inspections and facilitated inspection by TLC. Pits will remain open for further testing
- Inspected all fire extinguishers
- Painted walkway roof repair at pool 1
- Began removing overgrowth behind the garden club at Dottie Ln.
- Stripped and re waxed floors at D&E will commence after this meeting
- Removed old transformer from “old green piece of garbage (OAB)”
- Completed the cleanup of the “old green piece of garbage (OAB)” after demolition
- Replaced shower valve at pool 3
- Continued painting parking lot stripes
- Serviced all A/C units
- Straightened out parking stops at the shopping center
- Replaced/straightened out white poles on BBRD grounds
- Made repairs to walking bridge between the shopping center and the bank
- Addressed all current grass violations
- Continued solicitation for quotes/bids for various projects

General Information

- **Facilities Assessment Update** – Staff participated in a 90 minutes plus conference call reviewing the draft report and expect the final report to be available within the next two weeks.
- **Old Administration Building Site Restoration Update** – Over the next several weeks the following tasks will be accomplished:
 - Re-grading the site (including new fill to level the site)
 - Installation of irrigation (including conversion of the Veterans’ Monument area from potable water to lake water)
 - Installation of sidewalk from walkway along the Traffic Circle to the front of the New Administration Building
 - Installation of sod and landscaping
- **Brightline – Virgin Trains USA Meeting:** Representatives of Brightline – Virgin Trains USA requested a meeting with Chairman Klosky and me (scheduled for Monday, May 13th) to brief us on construction activities for the Phase 2 segment of the express railway between West Palm Beach and Orlando (work in the Barefoot Bay area occurring in early stages, estimated later this year). The purpose of the meeting is to introduce BBRD personnel to Brightline – Virgin Trains USA Construction Management team and Public Information Officer in order to establish a communication conduit between the company and BBRD. Brightline – Virgin Trains USA Construction Management Team will lay out the general scope of work and its sequence, establish protocols for public notification of closures, and needed coordination. This meeting is a courtesy of Brightline – Virgin Trains USA and is not open to the public.



BAREFOOT BAY RECREATION DISTRICT

Attorney's Report

General Counsel Repperger reported that the Building C Renovation Contract with Parkit Construction is finalized, and he is working on the legal language as the final step. He discussed the Blissful Things legal proceeding to recover the monies from the defaulted lease. Consensus to move forward with pursuing Ms. Jennifer Bliss in court.

Trustee Incidental Remarks

Mr. Loveland had no remarks.

Mr. Diana spoke on his frustrations regarding a disgruntled resident who has recently flooded General Counsel and staff's inbox with emails regarding club business that does not pertain to official District operations. He continued that the individual does not heed the advice supplied by General Counsel or staff but continues to send multiple emails every day and ask unreasonable requests. He suggested that if the barrage of emails continue, the legal cost of having to read and respond to these emails should be directed back to the individual for payment up to and including placing a lien on his home for non-payment. General Counsel stated that he did not believe it was that much time spent on the emails but will investigate it.

Ms. Henderson voiced her approval of the demolition of the old Administration Building known as "Building F".

Mr. Klosky distributed the annual evaluation for the Community Manager, Special District Services (SDS) and General Counsel. He asked that the Trustees fill out the evaluations and have them back to Ms. Myers by June 10, 2019.

Mr. Wheaton had no remarks.

Adjournment

Next meeting will be on May 28, 2019 at 7pm in Building D/E.

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

Meeting adjourned at 8:57pm.

Steve Diana, Secretary

Dawn Myers, District Clerk

Barefoot Bay Recreation District

Treasurer's Report

May 28, 2019

Cash Balances in General Fund as of 5/20/19

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

Operating Cash in Banks

MB&T Operating Account 2,617,955.55
Total Operating Accounts: 2,617,955.55

Interest Bearing Accounts

SBA Reserve Account 683,498.06
Total Interest Bearing Accounts 683,498.06

Total Cash Balances in General Fund: \$ 3,303,953.61

Total Daily Deposits and Assessments Received for 5/3 - 5/20/2019

Daily deposits: \$ 84,369.10
 Assessments received (from County only): 81,835.19
Total Deposits Received **\$ 166,204.29**

Expenditures over \$5,000 for 5/3 - 5/20/2019

Check Number	Vendor	Description	Check Amount
52828	ABM Landscape & Turf Services	Golf Course, Softball Field & Lawn Bowling Maint.	38,691.16
52795	Dude Solutions Inc	Facility Condition Assessment - 2nd Payment	17,228.54
52869	Superior International Industries	50% Deposit on Bldg. A Gazebo	16,195.96
52906	Tropical Demolition	Demolition of 944 Pecan Cir & 625 Barefoot Blvd	10,420.00
52848	Deere & Company	Motorized Utility Cart	8,475.67
	Florida Department of Revenue	Sales Tax - April 2019	16,900.33
	United States Treasury	Pay Period Ending 5/12/19 Payroll Taxes	17,196.65
	Paychex	Pay Period Ending 5/12/19 Net Payroll	<u>60,002.19</u>
Total Expenditures over \$5,000			\$ 185,110.50



Board of Trustees Meeting Agenda Memo

Date: Tuesday, May 28, 2019
Title: Shopping Center Building 1 Space 2 Lease proposal
Section & Item: 9.A.
Department: Administration, Finance
Fiscal Impact: TBD
Contact: Charles Henley, Finance Manager, John W. Coffey ICMA-CM, Community Manager
Attachments: 02 Listing Agreement - 2019, 03 Lease Assignment, 04 Salon and Barber Lease Agreement, 05 9C memo Salon and Barber lease renewal, 06 Revenue Analysis, 07 FY18 RE Tax and CAM Analysis, 01 Re revised lease proposal

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

Requested Action by BOT

Consideration of Offer

Background and Summary Information

On May 16, 2019 Walter Schmidt made the following proposal through our listing agent (Coldwell Banker Commercial) with respect to the Shopping Center Building 1, Space 2 which was formally occupied by Blissful Things: Continue the current \$10/sf rental rate and existing \$1.61/sf cam fee with a 5-year extension through 12/31 2025, and a 5-year option at a base rate increase of 5%. Allow at no cost a 60 day build out period to be used for cosmetic changes and the transfer/acquisition of business licenses. Create a prorated agreement to cover expenses for the existing AC unit. Agreement to be based on an inspection of the AC system by a licensed AC company. Inspection to be paid for by tenant. Tenant will maintain a bi-annual Maintenance contract on the A/C Unit. existing exclusivity clause to follow in the new lease.

Background Information.

On June 2, 2017 Walter Schmidt was assigned the December 9, 2011 lease agreement (as amended) between Barefoot Bay Beauty Salon and the BBRD for Building 1 Suite 3. The amended lease called for 2 optional lease extensions of 2 years each, the second of which was exercised by Mr. Schmidt and the BOT on January 22, 2019. The current Base Rent for Building 1 Suite 3 is \$10.83 sf with Common Area Maintenance (CAM) of \$1.61 sf and Real Estate Taxes (RE Tax) of \$1.24 sf. CAM and RE Taxes are undercharged based upon the FY18 costs. We are currently annually increasing CAM and RE Tax at inflation + 2% until adequate to cover costs. Mr. Schmidt's offer for Building 1 Space 2 does not include TR Tax and wants to cap CAM. Mr. Schmidt's offer for Building 1 Space 2 does not indicate that he is vacating Building 1 Suite 3. Mr. Schmidt is unavailable to clarify items 5 and 6

Staff recommends the BOT reject the current offer and counteroffer with the transfer of his current lease with all its

terms and conditions modifying only the Base Rent, CAM and RE Tax to reflect the increased square footage: i.e. Annual Base Rent at \$16,887, CAM at \$2,519 and RE Tax at \$1,935.



COMMERCIAL EXCLUSIVE RIGHT TO LEASE LISTING AGREEMENT

This Exclusive Right to Lease Listing Agreement ("Agreement") is entered into by and between:

Barefoot Bay Recreation District 931 Barefoot Blvd. Barefoot Bay, FL 32976 Phone # 772-664-4839 ("Owner") and Coldwell Banker Commercial Paradise ("Broker")

1. **AUTHORITY TO LEASE PROPERTY:** Owner gives Broker the Exclusive Right to Secure a Tenant for the real and personal property ("Property") described below beginning on March 1, 2019 and ending at 11:59 p.m. on February 28, 2020. "(Leasing Period).
If the property becomes vacant during the Leasing Period, Owner and Broker remain obligated to perform under this Agreement until the Leasing Period expires. Owner certifies and represents that Owner is legally entitled to lease the Property.

2. **DESCRIPTION OF PROPERTY:**

(a) Real Property: Street Address: 931 + 935, 945 Barefoot Blvd Building 2 units
Barefoot Bay FL 32976

(b) Legal Description: _____

(c) Personal Property Included: N/A

(d) Parking Spaces: Shared Parking

(e) Occupancy: Property is is not currently occupied. If occupied, the lease term expires on: _____

3. **LEASE RATE AND TERMS:**

(a) Approximate Rentable Square Feet: (Dr's office) 1,147
(Retail space) 1,560

(b) Annual Rent (per Square Foot): \$ 10.00
i. Common Area Maintenance (CAM): \$2.87 (0 if included)
ii. Real Estate Taxes: \$ YES (0 if included)
iii. Insurance: \$TBD (0 if included)

(c) Total Annual Rent (per Square Foot): \$12.87 Rent & CAM

(d) Rent Payable: Monthly Quarterly \$ 0.00 Annually \$ _____
Florida Sales Tax _____ \$ _____
Total Including Sales Tax: _____ \$ _____

(e) Security Deposit: \$1 Month Rent+ CAM+ Tax

(f) Initial Lease Term: Negotiable

(g) Option to Renew: — Terms of Renewal: 11% increase in rent per year

(h) ~~The following Expenses (if applicable) to be paid by Tenant or Owner as marked below. The responsibility for payment of these expenses may be modified during the negotiations if agreed by all parties prior to the final lease execution.~~

- | | | | |
|---|--|---|------------------------------|
| i. Lease Preparation: | <input type="checkbox"/> Tenant | <input checked="" type="checkbox"/> Owner | <input type="checkbox"/> N/A |
| ii. Florida Sales Tax: | <input checked="" type="checkbox"/> Tenant | <input type="checkbox"/> Owner | <input type="checkbox"/> N/A |
| iii. Real Estate Taxes (Leased Area Proration): | <input checked="" type="checkbox"/> Tenant | <input type="checkbox"/> Owner | <input type="checkbox"/> N/A |
| iv. Liability Insurance on Building / Grounds: | <input type="checkbox"/> Tenant | <input checked="" type="checkbox"/> Owner | <input type="checkbox"/> N/A |
| v. Liability Insurance on Tenant Leased Area: | <input checked="" type="checkbox"/> Tenant | <input type="checkbox"/> Owner | <input type="checkbox"/> N/A |
| vi. Insurance on Building: | <input type="checkbox"/> Tenant | <input checked="" type="checkbox"/> Owner | <input type="checkbox"/> N/A |
| vii. Tenant Personal Property Insurance: | <input checked="" type="checkbox"/> Tenant | <input type="checkbox"/> Owner | <input type="checkbox"/> N/A |
| viii. Water: | <input checked="" type="checkbox"/> Tenant | <input type="checkbox"/> Owner | <input type="checkbox"/> N/A |
| ix. Sewer: | <input checked="" type="checkbox"/> Tenant | <input type="checkbox"/> Owner | <input type="checkbox"/> N/A |
| x. Electric: | <input checked="" type="checkbox"/> Tenant | <input type="checkbox"/> Owner | <input type="checkbox"/> N/A |
| xi. Gas | <input checked="" type="checkbox"/> Tenant | <input type="checkbox"/> Owner | <input type="checkbox"/> N/A |
| xii. HVAC Maintenance & Repairs: | <input checked="" type="checkbox"/> Tenant | <input type="checkbox"/> Owner | <input type="checkbox"/> N/A |
| xiii. Refuse Collection: | <input checked="" type="checkbox"/> Tenant | <input type="checkbox"/> Owner | <input type="checkbox"/> N/A |
| xiv. Interior Maintenance of Leased Property : | <input checked="" type="checkbox"/> Tenant | <input type="checkbox"/> Owner | <input type="checkbox"/> N/A |
| xv. Grounds Maintenance: | <input type="checkbox"/> Tenant | <input checked="" type="checkbox"/> Owner | <input type="checkbox"/> N/A |
| xvi. Exterior Maintenance of Building: | <input type="checkbox"/> Tenant | <input checked="" type="checkbox"/> Owner | <input type="checkbox"/> N/A |
| xvii. Signage: | <input checked="" type="checkbox"/> Tenant | <input type="checkbox"/> Owner | <input type="checkbox"/> N/A |



PARADISE

xviii. Tenant Build Out Allowance: \$ TBD and Description:

xix. Other Expenses and Party to pay:

4. **MARKETING, NEGOTIATION AND COOPERATING BROKERS:** Broker will assist Owner in the marketing of the Property and in the negotiation of a lease agreement(s) with any prospective tenant(s). Broker may carry out Broker's duties under this Agreement through Broker's associates(s) and other brokers ("Cooperating Brokers"); such Cooperating Brokers shall not be considered sub-agents of the Broker or Owner.

5. **COMPENSATION / COMMISSIONS:** Broker shall be entitled to Compensation / Commissions as described below for any new lease agreement, lease extension or renewal by Tenant found by Broker that is approved by Owner, regardless of the actual terms of the final transaction. In consideration of the services to be rendered by Broker for the benefit of Owner, Owner agrees to pay Broker commissions as follows:

(a) For new Tenant Leases with persons or entities not currently a tenant of Owner and procured without the assistance of an "outside broker" i.e., a broker not in the employ of Broker, Owner agrees to pay a commission to Broker equal to 6% of the Gross Rents. Commissions earned under this Paragraph shall be paid fifty percent (50%) on execution of the Tenant Lease and fifty percent (50%) on the date Tenant takes occupancy of the premises.

(b) For new Tenant Leases with persons or entities not currently a tenant of Owner and procured with the assistance of an outside broker, Owner agrees to pay a commission to Broker equal to 8% of the Gross Rents. Commissions earned under this Paragraph shall be paid fifty percent (50%) on execution of the Tenant Lease and fifty percent (50%) on the date tenant takes occupancy of its

premises. Of this fee, the Broker agrees to pay the sum of 2% to the Cooperating Broker or such amount that both brokers mutually agreed upon.

(c) If Owner enters into any new lease, renewal or extension of the original lease with a Tenant placed in the Property by or through Broker, Owner agrees to pay a commission to Broker equal to 6% of the Gross Rents due and payable on the commencement date of the renewal or extension period.

(d) Execution by Owner of a lease on any rate or terms other than as listed in this Agreement will not preclude Broker from collecting the Commission based upon the actual rental, or as may be otherwise earned by Broker.

(e) Protection Period: Owner agrees to pay Broker's Commission if, within 180 days after the end of the Listing Period, Owner leases the Property to any Prospects with whom Broker or any other Broker communicated with during the Listing Period regarding leasing the Property. **Broker must provide Owner with a list of said Prospects, and entitlement to compensation under this subparagraph will be limited to the names on that list.** The protection period ceases if Owners enter into a good faith exclusive right to lease contract with another broker after the Listing Period ends.

6. **COOPERATING BROKERS:** Owner authorizes Broker to make offers of cooperation and compensation to Cooperating Brokers in the listing of the Property, and to cooperate with and use the services of the Cooperating Brokers and their leasing associates from time to time in discharging and performing the duties of Broker. However, Broker is strictly prohibited from making any offers of sub-agency to Cooperating Brokers. Broker may share a portion of the Commission with any Cooperating Brokers,



PARADISE

Including Cooperating Brokers who may be acting as agents for Prospective Tenants. Owner shall, subject to provisions contained in this agreement, pay the full amount of the Commission to Broker, and Broker may divide the Commission with any Cooperating Brokers in any proportion as Broker may deem appropriate.

7. **BROKER'S AUTHORITY:** Owner authorizes Broker to: (a) use such marketing techniques and devote such time and effort on Owner's behalf as Broker, in Broker's discretion, deems appropriate and necessary to attempt to achieve the timely lease of the Property including: (i) the right to place advertising signs on the Property and remove all other real estate signs; and (ii) list the Property in a computer on-line property network; (b) enter upon the Property at reasonable times, and with Cooperating Brokers and Prospects, for purposes of viewing the Property and showing the Property to employees, inspectors, agents, and contractors of Prospects; and (c) use listing information, and lease rate, rental and terms information, for Broker's market evaluation, networking, and for disclosing to other persons as Broker may deem desirable including, but not limited to, disclosing the information in a computer property network. Broker shall not execute any document on behalf of Owner without written authority.
8. **REPRESENTATIONS:** Owner and Broker agree as follows:
 - (a) **Non-discrimination:** The Property will be offered, shown to and made available for lease to all persons without regard to race, color, religion, national origin, gender, disability, familial status or any other classes protected by state or local law.
 - (b) **Indemnity:** Broker agrees to protect, defend, indemnify and hold Owner and Owner's directors, officers, shareholders, employees and agents harmless from all claims, damages, liabilities and expenses arising from the negligence or misconduct of Broker. Owner agrees to protect, defend, indemnify and hold Broker and Broker's directors, officers, shareholders, employees and agents harmless from all claims, damages, liabilities and expenses arising from the negligence or misconduct of Owner.



9. **MISCELLANEOUS:**

- (a) **Notices:** Any notice under this Agreement must be in writing and will be deemed delivered on the earlier of: (i) actual receipt, if delivered in person; or by messenger with evidence of delivery; (ii) receipt of an electronic facsimile ("Fax") transmission; or (iii) upon deposit in the United States mail, first class postage prepaid, and addressed to the intended recipient at its respective address set forth below, or such other address as may be subsequently designated in writing by the intended recipient.
- (b) **Severability:** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the invalid provision will be deemed to be deleted from this Agreement, and the remainder of this Agreement will continue to be valid and in full force and effect.
- (c) **Binding Effect:** This Agreement is binding on and will inure to the benefit of the parties hereto and their successors, heirs and assigns. This Agreement may not, however, be assigned by either party without the written consent of the other party. This Agreement may not be modified, canceled or terminated except by an agreement in writing executed by both parties. Owner and Broker acknowledge that Owner and Broker have read this entire Agreement, understand it fully, and have had an opportunity to review it with an attorney of Owner's and Broker's choice. Owner and Broker acknowledge receipt of a fully executed copy of this Agreement.
- (d) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. **DISCLOSURE OF STATUTORY LEASING COMMISSION LIEN RIGHTS:** You are signing a listing agreement, commission agreement, lease agreement or other contract (a "brokerage agreement") under which you are agreeing to pay Coldwell Banker Commercial Paradise (the "Broker") a commission for licensed services provided by the Broker relating to the leasing of your real property described above herein. The Florida Commercial Real Estate Leasing Commission Lien Act, Part IV of Chapter 475, Florida Statutes (the "Act"), provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your interest in the property for the broker's commission. The broker's lien rights under the Act cannot be waived before the commission is earned. The undersigned Property Owner hereby acknowledges that the Property Owner received a copy of this Disclosure of Statutory Leasing Commission Lien Rights.

11. **ADDITIONAL CLAUSES:**

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives.

OWNER:

BAREFOOT BAY RECREATION DISTRICT
By: X [Signature]
Name: JOSEPH KLOSKEY
Title: CHAIR PERSON

BROKER:

Coldwell Banker Commercial Paradise
By: X [Signature]
Name: Steven R Schlitt
Title: Broker



COMMERCIAL LEASE COMMISSION EXAMPLE

Square Footage	2,500 SF
Lease Rate	\$ 25.00 NNN
Annual Increase	5%
Year 1 Rent	\$ 62,500.00
Year 2 Rent	65,625.00
Year 3 Rent	68,906.25
Year 4 Rent	72,351.56
Year 5 Rent	<u>75,969.14</u>
TOTAL RENT	\$ 345,351.95
Commission %	<u>10%</u>
TOTAL COMMISSION:	\$ 34,535.20

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, PRES.
Barefoot Bay Beauty Salon

Allison Dwsley | Allison Dwsley

Printed Name and Title of Signatory

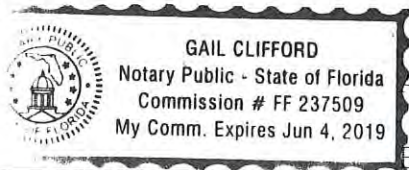
ASSUMPTION OF LEASE

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, Inc.
BY: Walter E Schmidt
Walter E Schmidt

Allison Dwsley | Allison Dwsley

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



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.

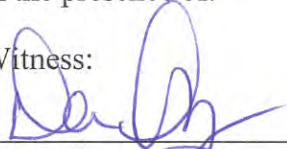
At the Lessees request, with the execution of this Memorandum, item 1(b) shall be amended to read:

(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.

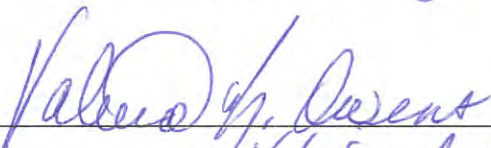
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of November 10, 2016.

Signed, sealed and delivered
in the presence of:

Witness:



Printed Name: Dawn Myers



Printed Name: Valeria A. Owens

BAREFOOT BAY RECREATION
DISTRICT

AS LESSOR

By: 

Printed Name: Joseph Klosky

As its: Chairman

Date: Nov 15, 2016

Physical Address
931 Barefoot Boulevard # 1
Barefoot Bay, FL 32976-9233

(772)664-4839-Phone
(772)664-7552-Fax
www.bbzd.org

Billing Address
625 Barefoot Boulevard
Barefoot Bay, FL 32976-7305

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.

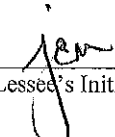
3. **Past Due Rent.** All past due rent, including any other payment required to be made by Lessee to Lessor, and any other amount which Lessor has advanced in order to cure Lessee's default hereunder, shall bear interest at the rate of eighteen percent (18%) per annum from the date due, or that date 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.

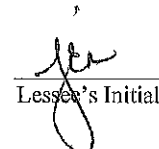
6. **Taxes.**

(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


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.

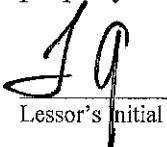
8. **Maintenance and Repair.** Lessor agrees to repair and maintain in good condition the roof, roof drains, sewers, outside walls, foundations and structural portions of the leased premises. Lessee shall be responsible for all other repairs and maintenance necessary including, but not limited to, work 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.

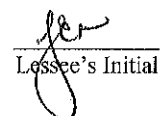
9. **Services.**

(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


Lessor's Initial


Lessee's Initial

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.**

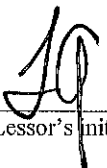
(a) **Use.** The leased premises shall be used and occupied by Lessee as Beauty Salon and for no other purpose without the prior written consent of Lessor.

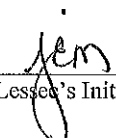
(b) **Suitability.** Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the leased premises or with respect to the suitability of the leased premises for the conduct of Lessee's business, nor has Lessor agreed to undertake any modification, 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:


Lessor's Initial


Lessee's Initial

(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.

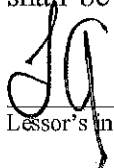
(v) Lessee is prohibited from conducting business from 10:00 p.m to 7:00 a.m., unless the Lessor consents in writing. Twenty four hour operations are strictly prohibited.

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


Lessor's Initial


Lessee's Initial


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.

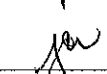
(d) **Non-Waiver of Sovereign Immunity.** Regardless of the level or type of coverage obtained for the benefit of Lessor as described herein, Lessor does not intend that any provision of this Agreement shall in any way constitute a waiver of any defense or limit of sovereign immunity to which Lessor 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


Lessor's initial


Lessee's Initial

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.

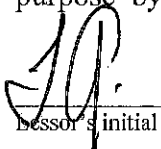
16. **Liens.** Lessee shall keep the leased premises, and the property in which the leased premises are located, free from any liens arising out of any work performed, materials furnished or any obligations incurred by Lessee, it being expressly acknowledged that the leasehold interest hereby leased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

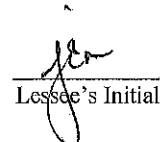
17. **Entry By Lessor.** Lessor reserves and shall at any and all times have the right to enter the leased premises to inspect the same, to submit said premises to prospective purchasers or Lessees, to post notices of non-responsibility and "For Lease" signs and to alter, improve or repair the leased 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


Lessor's initial


Lessee's Initial

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:

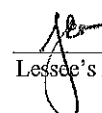
(a) If Lessee shall fail to pay to Lessor any rent or sales or use tax thereon, or any other payment required to be made by Lessee, as and when the same shall become due and payable and such failure to pay shall continue for ten (10) days after the same became due and payable;

(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


Lessor's initial


Lessee's Initial

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:

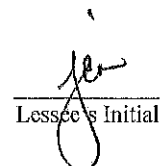
(a) Terminate this Lease, resume possession of the leased premises for its own account, and recover immediately from Lessee the entire rent for the balance of the lease term.

(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


Lessor's Initial


Lessee's Initial

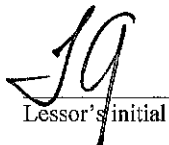
leased premises, and Lessee further agrees to repair any damage caused thereby. If Lessee fails to remove any of Lessee's personal property and trade fixtures, said property shall, at the option of the Lessor, either be deemed abandoned and become the exclusive property of Lessor, or Lessor shall have 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.

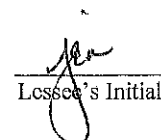
23. **Signs.** Lessee shall have the right to erect one sign of the front of the leased premises. Lessee shall obtain Lessor's written consent prior to the erection or painting of any sign at the leased premises, which consent may be withheld in Lessor's sole discretion. Lessors discretion shall be based 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


Lessor's initial


Lessee's Initial

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.


Lessor's initial


Lessee's Initial

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:**

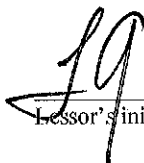
(a) If Lessee or Lessor shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Lessor for the recovery of rent or possession of the leased premises, the losing party shall pay the successful party a reasonable sum for attorney's 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.

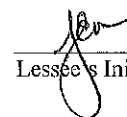
(b) Should Lessor, without fault on Lessor's part, be made a party to any litigation instituted by Lessee or by any third party against Lessee, or by or against any person holding under or using the leased premises by license of Lessee, or for the foreclosure of any lien for labor or material furnished 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.


Lessor's Initial


Lessee's Initial

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

fg
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

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.

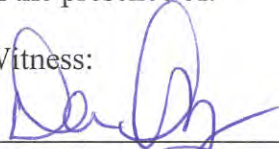
At the Lessees request, with the execution of this Memorandum, item 1(b) shall be amended to read:

(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.

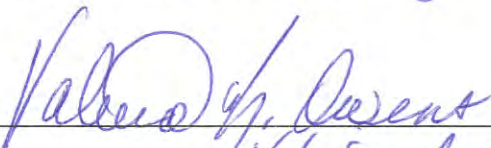
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of November 10, 2016.

Signed, sealed and delivered
in the presence of:

Witness:



Printed Name: Dawn Myers



Printed Name: Valeria A. Owens

BAREFOOT BAY RECREATION
DISTRICT

AS LESSOR

By: 

Printed Name: Joseph Klosky

As its: Chairman

Date: Nov 15, 2016

Physical Address
931 Barefoot Boulevard # 1
Barefoot Bay, FL 32976-9233

(772)664-4839-Phone
(772)664-7552-Fax
www.bbbrd.org

Billing Address
625 Barefoot Boulevard
Barefoot Bay, FL 32976-7305

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.

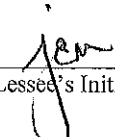
3. **Past Due Rent.** All past due rent, including any other payment required to be made by Lessee to Lessor, and any other amount which Lessor has advanced in order to cure Lessee's default hereunder, shall bear interest at the rate of eighteen percent (18%) per annum from the date due, or that date 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.

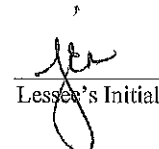
6. **Taxes.**

(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


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.

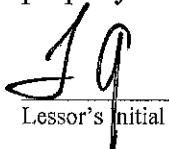
8. **Maintenance and Repair.** Lessor agrees to repair and maintain in good condition the roof, roof drains, sewers, outside walls, foundations and structural portions of the leased premises. Lessee shall be responsible for all other repairs and maintenance necessary including, but not limited to, work 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.

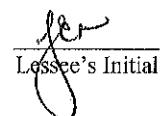
9. **Services.**

(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


Lessor's Initial


Lessee's Initial

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.**

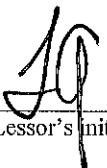
(a) **Use.** The leased premises shall be used and occupied by Lessee as Beauty Salon and for no other purpose without the prior written consent of Lessor.

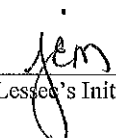
(b) **Suitability.** Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the leased premises or with respect to the suitability of the leased premises for the conduct of Lessee's business, nor has Lessor agreed to undertake any modification, 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:


Lessor's Initial


Lessee's Initial

(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.

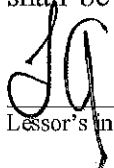
(v) Lessee is prohibited from conducting business from 10:00 p.m to 7:00 a.m., unless the Lessor consents in writing. Twenty four hour operations are strictly prohibited.

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


Lessor's Initial


Lessee's Initial


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.

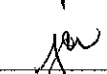
(d) **Non-Waiver of Sovereign Immunity.** Regardless of the level or type of coverage obtained for the benefit of Lessor as described herein, Lessor does not intend that any provision of this Agreement shall in any way constitute a waiver of any defense or limit of sovereign immunity to which Lessor 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


Lessor's initial


Lessee's Initial

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.

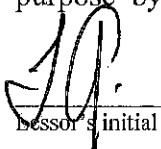
16. **Liens.** Lessee shall keep the leased premises, and the property in which the leased premises are located, free from any liens arising out of any work performed, materials furnished or any obligations incurred by Lessee, it being expressly acknowledged that the leasehold interest hereby leased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

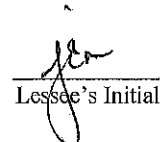
17. **Entry By Lessor.** Lessor reserves and shall at any and all times have the right to enter the leased premises to inspect the same, to submit said premises to prospective purchasers or Lessees, to post notices of non-responsibility and "For Lease" signs and to alter, improve or repair the leased 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


Lessor's initial


Lessee's Initial

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



Lessor's initial



Lessee's Initial

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:

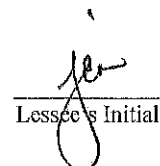
(a) Terminate this Lease, resume possession of the leased premises for its own account, and recover immediately from Lessee the entire rent for the balance of the lease term.

(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


Lessor's Initial


Lessee's Initial

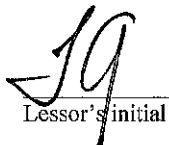
leased premises, and Lessee further agrees to repair any damage caused thereby. If Lessee fails to remove any of Lessee's personal property and trade fixtures, said property shall, at the option of the Lessor, either be deemed abandoned and become the exclusive property of Lessor, or Lessor shall have 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.

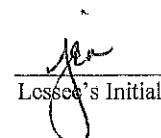
23. **Signs.** Lessee shall have the right to erect one sign of the front of the leased premises. Lessee shall obtain Lessor's written consent prior to the erection or painting of any sign at the leased premises, which consent may be withheld in Lessor's sole discretion. Lessors discretion shall be based 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


Lessor's initial


Lessee's Initial

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.


Lessor's initial


Lessee's Initial

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:**

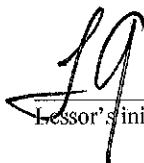
(a) If Lessee or Lessor shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Lessor for the recovery of rent or possession of the leased premises, the losing party shall pay the successful party a reasonable sum for attorney's 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.


Lessor's Initial


Lessee's Initial

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

fg
Lessor's Initial

fg
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, PRES.

Barefoot Bay Beauty Salon
Joanne E Morris, PRES.
Printed Name and Title of Signatory

Allison Dwsley | Allison Dwsley

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
Printed Name and Title of Signatory

Allison Dwsley | Allison Dwsley

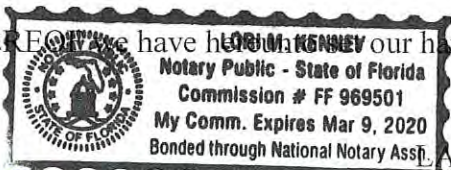
CONSENT TO ASSIGNMENT OF LEASE

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:

Jessy Ann Biondillo
Printed Name:
Jessy 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]



Tenant	Building & Space Number	SQ footage	FY20 Rent	Sq. Ft	FY19 CAM	Sq. Ft	FY19 RE Tax	Sq. Ft	FY19		Monthly RE			Combined
									Revenue	Sq. Ft	Monthly Rent	Monthly CAM	TAX	
Barefoot Bay Food Store	1-1	2,093	19,355	9.25	3,380.16	1.61	2,596.08	1.24	25,331.64	2.86	1,612.95	281.68	216.34	498.02
Blissful things	1-2	1,560	-	-	-	-	-	-	-	-	-	-	-	-
BB Salon and Barber	1-3 & part of 4	913	9,883	10.83	1,474.44	1.61	1,132.44	1.24	12,490.32	2.86	823.62	122.87	94.37	217.24
HOA	part of 4 and 5	1,077	-	-	-	-	-	-	-	-	-	-	-	-
VA	1-6	590	-	-	-	-	-	-	-	-	-	-	-	-
Sunshine rental	1-7	731	7,310	10.00	1,182.60	1.62	908.40	1.24	9,401.04	2.86	609.17	98.55	75.70	174.25
2002 Restaurant *	2-1/part of 2	2,395	16,777	7.01	3,860.40	1.61	2,964.84	1.24	23,602.44	2.85	1,398.10	321.70	247.07	568.77
Record office	2- part of 2	457	-	-	-	-	-	-	-	-	-	-	-	-
Vacant office	2-3	1,147	-	-	-	-	-	-	-	-	-	-	-	-
Customer Service	3-1	1,102	-	-	-	-	-	-	-	-	-	-	-	-
Water Sewer	3-2	1,102	11,641	10.56	1,779.84	1.62	-	-	13,420.96	1.62	-	-	-	-
Annual Totals		13,167	64,967.20		11,677.44		7,601.76		84,246.40		4,443.84	824.80	633.48	1,458.28

Tenant	Building & Space		FY18 CAM	Sq. Ft	FY18 RE Tax	FY18 CAM + RE			Monthly RE		Combined
	Number	SQ footage				Tax	Sq. Ft	Monthly CAM	TAX		
			21,238.81		15,056.21		36,295.02		1,769.90	1,254.68	3,024.58
Barefoot Bay Food Store	1-1	2,093	3,376.08	1.61	2,393.31	1.14	5,769.39	2.76	281.34	199.44	480.78
Blissful things	1-2	1,560	2,516.33	1.61	1,783.83	1.14	4,300.16	2.76	209.69	148.65	358.34
BB Salon and Barber	1-3 & part of 4	913	1,472.70	1.61	1,044.00	1.14	2,516.70	2.76	122.73	87.00	209.73
HOA	part of 4 and 5	1,077	1,737.24	1.61	1,231.53	1.14	2,968.77	2.76	144.77	102.63	247.40
VA	1-6	590	951.69	1.61	674.65	1.14	1,626.34	2.76	79.31	56.22	135.53
Sunshine rental	1-7	731	1,179.13	1.61	835.88	1.14	2,015.01	2.76	98.26	69.66	167.92
2002 Restaurant *	2-1/part of 2	2,395	3,863.21	1.61	2,738.64	1.14	6,601.85	2.76	321.93	228.22	550.15
Record office	2- part of 2	457	737.16	1.61	522.57	1.14	1,259.73	2.76	61.43	43.55	104.98
Vacant office	2-3	1,147	1,850.15	1.61	1,311.57	1.14	3,161.72	2.76	154.18	109.30	263.48
Customer Service	3-1	1,102	1,777.56	1.61	1,260.12	1.14	3,037.68	2.76	148.13	105.01	253.14
Water Sewer	3-2	1,102	1,777.56	1.61	1,260.12	1.14	3,037.68	2.76	148.13	105.01	253.14
Annual Totals		13,167	21,238.81	1.61	15,056.22	1.14	36,295.03	2.76	1,769.90	1,254.69	3,024.59
	Unoccupied and Give Away Space		(5,276.24)	(6.45)	(3,740.32)						
Adjusted Costs			15,962.57	(4.84)	11,315.90						
		Billed	13,356.48		9,230.04						
			83.67%	0.00%	81.57%						

	Current Year Actual	CAM	RE Tax
Expenditures			
Property Taxes	15,056.21		15,056.21
Telephone, Internet, Cable	988.74		
Utilities/Electricity	1,823.42	1,823.42	
Utilities/Water	778.30	778.30	
Utilities/Solid Waste - Garbage & Recycling	4,241.64	4,241.64	
HOA Utilities	2,789.74		
R & M Buildings	14,395.45	14,395.45	
R & M Grounds	0.00	0.00	
	40,073.50	21,238.81	15,056.21

From: Terry Calhoun
Sent: Monday, May 20, 2019 11:46 AM
To: Charles Henley
Subject: Re: revised lease proposal: Please confirm receipt.

Dear Charles,

I am unable to reach Walter he is on vacation. Please submit his proposal as written, the board can always respond back with a counteroffer to include your recommendation.

Thank you,
Terry Calhoun
Coldwell Banker, Paradise

On May 20, 2019, at 10:56 AM, Charles Henley <charleshenley@bbrd.org> wrote:

Terry,

Just to be clear, if I am unable to prepare an agenda memo for the 5/28 meeting, the matter will not go to the board until 6/14.

As it stands now, his proposal is:

1. Continue the current \$10/sf rental rate and existing \$1.61/sf cam fee with a 5-year extension through 12/31 2025, and a 5-year option at a base rate increase of 5%.
2. Allow at no cost a 60 day build out period to be used for cosmetic changes and the transfer/acquisition of business licenses.
3. Create a prorated agreement to cover expenses for the existing AC unit. Agreement to be based on an inspection of the AC system by a licensed AC company. Inspection to be paid for by tenant. Tenant will maintain a bi-annual Maintenance contract on the A/C Unit.
4. existing exclusivity clause to follow in the new lease.

My agenda memo would disclose that:

1. The current SF rent is \$10.83
2. The CAM is schedule for annual catch up rate increases of 2% + inflation
3. He is offering nothing for the current RE Tax \$1.24/sf which is schedule for annual catch up rate increases of 2% + inflation



Board of Trustees Meeting Agenda Memo

Date: Tuesday, May 28, 2019
Title: **FY20 Budget Mailout**
Section & Item: 9.B.
Department: Administration, District Clerk
Fiscal Impact: Approximately \$2364.51
Contact: John W. Coffey ICMA-CM, Community Manager, Dawn Myers, District Clerk
Attachments: mailout attachment 1 draft FY20 Proposed Budget mailout document, mailout attachment 2 line item budget 15May19
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager

Requested Action by BOT

Staff recommends the BOT approve the Proposed Budget Mailout as attached (or modify as needed and then approve it) and announce 7pm in Building D/E on 25Jun19 as date and time of the public hearing for the adoption of the annual assessment in addition to the adoption of the FY20 Budget.

Background and Summary Information

BBRD Policy Manual requires the BOT to adopt a proposed draft budget for mail out to property owners at the 2nd regular meeting in May.

The FY20 Proposed Budget was developed based upon

- BOT held a townhall meeting in November 2018 to solicit input from the public
- BOT review of the FY20-24 Five-Year Financial Model and Capital Improvement Plan in January
- BOT review and modification of the FY20 Working Draft Proposed Budget during three workshops

The FY20 Proposed General Fund Budget is presented balanced with \$6,544,578 in revenues and expenditures. The following revenue augmentations are included:

- A \$2.63 a month increase in the current assessment to \$66.00 a month containing the following elements:
 - \$1.90 or 3.0% increase to maintain the ability of BBRD to fund R&M/Capital projects needs given the impact of inflationary pressures on operating costs (planned as an annual increase in the FY20-24 5-year Financial Model and Capital Improvement Plan)

- \$0.73 a month increase to round up to the nearest integer in monthly assessment rate
- A 2.50% increase in Food & Beverage prices
- \$33,975 (one-time) use of Fund Balance to offset the cost of one-time R&M/Capital projects

The FY20 Proposed General Fund Budget contains the following Decision Points and R&M/Capital projects:

- \$10,500 CivicRec, a web-based system that will allow residents to electronically requesting meeting room reservation, purchase tickets/guest passes and easily access information
- \$45,342 Pay Plan Adjustment, which will increase pay scale 2.5% for non-tipped employees
- \$29,675 DOR/ARCC Inspector Position Conversion from Part-time to Full-time (0.50 FTE)
- \$2,060 Attendance of Employee at Dude University to better utilize web-based programs currently used by staff
- \$66,000 Pool #1 Walkway Roof Replacement, Phase 2
- \$25,000 Neighborhood Revitalization Program
- \$25,000 Replacement of Damaged Concrete Sidewalks/Assembly Areas
- \$25,000 Pool #2 Restroom Roof Replacement (with a Metal Roof)
- \$25,000 Pool #3 Restroom Roof Replacement (with a Metal Roof)
- \$20,000 Bandshell Lakeside of Lounge
- \$145,000 Lounge Expansion Design (Construction Drawings)
- \$21,800 Replacement of Sidewalk in front of D/E Building
- \$40,000 Installation of Mechanical Pool Covers at Pools #2 & #3
- \$35,000 Replacement of Property Services Truck (2006 F-250-size)
- \$25,000 Additional Property Services Truck
- \$8,500 Utility Cart of Custodial Supervisor
- \$32,000 Replacement of Lawnmower
- \$75,000 Lake Bank Repairs (Golf Course)
- \$60,000 (Golf) Irrigation System Replacement, Phase 1 (6 Satellite Boxes)
- \$95,700 Beach Projects, Phase 3 (Restrooms)
- \$24,000 Bench Covers for (26) Benches at Shuffleboard Course
- \$7,500 New Carpet and Flooring in Pro Shop

The FY20 Proposed General Fund Budget contains 70.75 FTEs of which 33 are full-time plus 2.0 FTEs via the contract with Special District Services, Inc.



**Barefoot Bay Recreation District
Proposed Budget - General Fund
Fiscal Year 20 (10/01/2019 – 9/30/2020)**

The FY20 General Fund Proposed Budget is based on an assessment rate of \$792.00 (\$66.00/month) per year per lot.

	FY 18 Actual	FY19 Original Budget	FY 19 Est. Year-end	FY 20 Base Budget	FY 20 Decision Points	FY 20 WDPB
Revenues/Sources						
Administration	3,658,019	3,741,127	3,778,310	3,746,826	153,939	3,900,765
Resident Relations	91,861	84,015	89,035	89,505	-	89,505
Food & Beverage	1,125,492	1,126,217	1,209,172	1,259,781	-	1,259,781
Golf-Pro Shop	605,801	613,609	602,785	614,234	-	614,234
Property Services	339,185	290,000	387,855	382,550	-	382,550
Vehicle Storage	158,309	160,645	157,732	157,500	-	157,500
Shopping Center	91,326	103,235	91,854	106,268	-	106,268
R&M/Capital Projects	223,884	701,000	123,589	-	33,975	33,975
Total Revenues/Sources	6,293,876	6,819,848	6,440,332	6,356,664	187,914	6,544,578
Expenditures/Uses						
Administration	1,041,033	1,914,422	1,144,037	1,315,164	55,842	1,371,006
Resident Relations	417,080	435,997	456,842	482,711	29,675	512,386
Food & Beverage	1,216,478	1,183,701	1,258,317	1,304,720	-	1,304,720
Golf-Pro Shop	877,648	885,340	874,850	883,653	-	883,653
Property Services	1,410,804	1,546,859	1,468,594	1,503,112	2,060	1,505,172
Vehicle Storage	15,401	15,542	20,882	20,540	-	20,540
Shopping Center	40,094	32,085	34,308	36,022	-	36,022
Stormwater	82,149	110,034	57,699	56,579	-	56,579
R&M/Capital Projects	1,122,891	282,400	1,247,316	100,000	754,500	854,500
Total Expenditures/Uses	6,223,578	6,406,380	6,562,845	5,702,501	842,077	6,544,578
			surplus/deficit			-

FY19 contains the following revenue increases:

- \$153,939 in FY20 from a total \$2.63 increase in the monthly assessment rate to \$66.00 (comprised of two elements)
 - \$1.90 or 3.0% increase to maintain the ability to fund R&M/Capital projects needs given the impact of inflationary pressures on operating costs
 - \$0.73 a month to "round up to the next integer" in the monthly assessment rate
- A 2.50% increase in Food & Beverage prices
- \$,33,975 (one-time) use of Fund Balance to off-set the one-time cost of R&M/Capital projects.

**The public hearing to set the Assessment will be held
on June 25, 2019, Building D/E at 7:00pm**



General Fund Revenues		Payroll Taxes	154,973
District Assessment Fee	3,863,365	401 A Benefit	15,308
Recreation Fees	338,250	Medical/Dental/Life Insurance	300,750
Badge & Add. Social Membership	44,300	Payroll Fees	16,160
Guest Passes	62,005	Professional Fees	58,546
Golf Memberships	214,587	Legal Fees	96,585
Non Resident Golf Initiation Fees	1,000	Management Fees	222,374
Fleet Golf Cart Rentals	82,002	Management Fees/Tax Roll	5,000
Private Golf Cart Fees	86,995	Accounting & Auditing Fees	31,163
Handicap Fees	6,980	Software Renewal/Support Fees	44,286
Golf Club Storage	385	Operating Supplies	53,538
Practice Range	2,478	Cleaning Supplies	29,202
Greens Fees	143,650	Chlorine	35,033
Golf Rental Equipment	2,395	Chemicals	2,374
Merchandise Sales	71,987	Beverage Supplies	9,017
Beverage Sales	844,823	Paper Supplies	16,145
Food Sales	388,306	Small Tools & Hardware	11,042
Building Rentals	4,500	Fuel	22,406
DOR Enforcement Fees	18,500	Collection Fees	70,479
Interest Income	14,500	Collection Discounts	117,351
Vending Machine Income	1,655	Property Taxes	33,764
NSF Fees	80	ICMA Retirement	1,000
Sales Tax Discounts	360	Employee Incentive	147,587
Delinquent Fee Collections	5,820	Employee Recruitment & Testing	5,461
Lien Fee Reimbursement	1,580	Lien & Recording Fees	1,347
Legal Fee Recovery	1,545	Travel & Training	26,323
Postage Revenue	105	Telephone, Internet, Cable	40,812
Ins. Proceeds (reimbursements)	3,000	Postage	8,561
Proceeds from Sale of Fixed Assets	6,500	Utilities/Electrical	89,902
Misc. Income General	36,382	Utilities/Propane	18,593
Vehicle Storage Income	154,705	Utilities/Water	38,563
Kayak Storage Income	1,995	Utilities/Solid Waste-Garbage	29,414
Leasing Income	82,127	Utilities/Portable Toilets	8,102
Common Area Maint. Income	14,205	CVO Utilities	2,833
Real Estate Taxes Income	9,536	Equipment Leasing	63,356
Use of Fund Balance	33,975	Uniform Leasing	5,430
Total G. F. Revenues:	6,544,578	Insurance	149,626
		Resident Activities	14,750
		Workers Comp. Insurance	47,987
General Fund Expenditures		Access System Service Fee	5,328
F/T Salaries	1,265,901	Licenses, permits & lien fees	2,971
P/T Wages	792,515	Printing	3,793
Overtime	8,251	Advertising	12,864
Special Pay	10,315		

Employee Clothing Allowance	5696
Bank Charges	28750
Dues & Subscriptions	32,039
DOR Enforcement Expenses	5,586
Election Expenses	7,935
Golf Course Maintenance	456,769
R & M Misc	22,842
R & M Buildings	62,295
R & M Grounds	102,070
R & M Equipment	58,997
R & M Pools	15,601
Vehicle Maintenance	5,705
Contingency	124,390
Music & Entertainment	109,472
Food Costs of Sales	199,242
Beverage Costs of Sales	280,757
Soft Drinks & CO2	43,792
Merchandise Cost of Sales	45,625
Miscellaneous Expenditures	650
Debt Service Principal	31,603
Debt Service Interest	3,181
R&M Projects	66,000
Capital projects	688,500

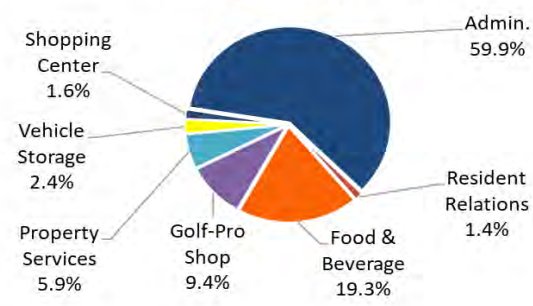
Total G. F. Expenditures: 6,544,578

Non-Capital Decision Point Summary:

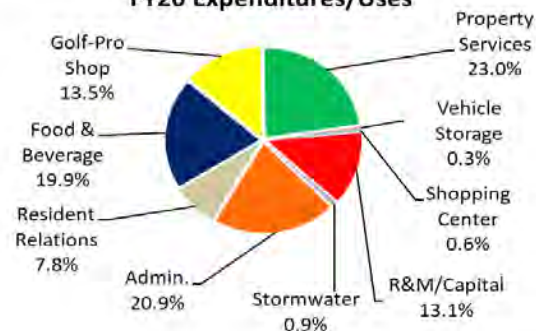
CivicRec (A web-based system that would permit residents to request meeting room reservation, purchase tickets, guest passes, etc.)	10,500
Pay Plan Adjustment	45,342
Conversion (0.5 FTE)	45,342
Attendance at Dude University	2,060

Total Non-Capital Decision Points: 103,244

FY20 Revenues/Sources



FY20 Expenditures/Uses



Repair & Maint. Project Summary:

Pool #1 Walkway Roof Replacement, Ph. 2	66,000
Total G. F. R&M Projects:	66,000

G. F. Capital Project Summary:

Neighborhood Revitalize Program	25,000
Replace Damaged Concrete Sidewalks/Assembly Areas	25,000
Pool 2 Restrooms Roof Replacement (w/ metal)	25,000
Pool 3 Restrooms Roof Replacement (w/metal)	25,000
Bandshell Lakeside of Lounge	20,000
Lounge Expansion Conceptual Design	145,000
Replace Sidewalks at D&E / 19th Hole	21,800
Installation of Mechanical Pool Covers at Polls #2 & #3	40,000
Replace P.S. truck (2006 F-250 size)	35,000
Additional P.S. Truck	24,000
Utility Cart for Custodian Supervisor	8,500
Replace Lawnmower	32,000
Lake Bank Repairs	75,000
(Golf) Irrigation System Replacement, Ph. 1 (6 satellite boxes)	60,000
Beach projects, Ph. 3 (Restrooms)	95,700
Shuffleboard Courts	24,000
New Carpet and Flooring in Pro Shop	7,500

Total G. F. Capital Projects: 688,500

FY20 Personnel Summary (FTEs):

Full-time	33.00
Part-time	37.75

Total Positions: 70.75

For a complete department by department line-item budget, please go to <http://bbrd.org/wp-content/uploads/FY20-Proposed-Line-Item-Summary-Budget.pdf> or stop by the New Administration Building for a paper copy.

Please direct any questions to:
John W. Coffey, ICMA-CM, BBRD Community Manager
772.664.3141
jcoffey@bbrd.org

or
Charles Henley, Finance Manager
772.664.3141
charleshenley@bbrd.org

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



Mr. & Mrs. Property Owner
1315 Mockingbird Lane
Barefoot Bay, 32978

Barefoot Bay Recreation District



Proposed Line-item Budget

(including changes made at the BOT Budget Workshops)

FY20 (10/01/2019 – 9/30/2020)

This document contains the FY20 Proposed Budget line-items and decision points as submitted to the Board of Trustees on March 30, 2019 and subsequently amended at the BOT Budget workshops.

Pages D-67-70 are omitted due to their size.

FY20 Proposed Budget Summary - General Fund

The FY20 General Fund Proposed Budget is based on an assessment rate of \$792.00 per year per lot.

	FY18 Actual	FY19 Original Budget	FY19 Est. Year-end	FY20 Base Budget	FY20 Decision Points	FY20 Proposed Budget
Revenues/Sources						
District Clerk	7,242	3,900	21,502	3,110	-	3,110
Finance	3,650,777	3,737,227	3,756,808	3,743,716	153,939	3,897,655
Administration	3,658,019	3,741,127	3,778,310	3,746,826	153,939	3,900,765
Customer Service	69,233	71,015	70,035	71,005	-	71,005
DOR	22,628	13,000	19,000	18,500	-	18,500
Comm. Watch	-	-	-	-	-	-
Resident Relations	91,861	84,015	89,035	89,505	-	89,505
Administration	-	-	-	-	-	-
Lounge	415,204	434,450	423,386	438,023	-	438,023
19th Hole	430,344	386,713	446,789	458,084	-	458,084
Pasta Night	68,794	61,812	70,990	72,764	-	72,764
Special Events	211,150	243,242	268,007	290,910	-	290,910
Food & Beverage	1,125,492	1,126,217	1,209,172	1,259,781	-	1,259,781
Golf-Pro Shop	605,801	613,609	602,785	614,234	-	614,234
Buildings	-	-	-	-	-	-
Grounds	-	-	-	-	-	-
Custodial	-	-	-	-	-	-
Pools	-	-	-	-	-	-
Recreation	339,185	290,000	387,855	382,550	-	382,550
Property Services	339,185	290,000	387,855	382,550	-	382,550
Vehicle Storage	158,309	160,645	157,732	157,500	-	157,500
Shopping Center	91,326	103,235	91,854	106,268	-	106,268
Stormwater	-	-	-	-	-	-
R&M/Capital Projects	223,884	701,000	123,589	-	33,975	33,975
Total Revenues/Sources	6,293,876	6,819,848	6,440,332	6,356,664	187,914	6,544,578

FY20 Proposed Budget Summary - General Fund

	FY18 Actual	FY19 Original Budget	FY19 Est. Year-end	FY20 Base Budget	FY20 Decision Points	FY20 Proposed Budget
Expenditures/Uses						
District Clerk	512,703	589,333	596,315	646,163	10,500	656,663
Finance	528,330	1,325,089	547,722	669,001	45,342	714,343
Administration	1,041,033	1,914,422	1,144,037	1,315,164	55,842	1,371,006
Customer Service	158,062	138,682	162,673	184,656	-	184,656
DOR	203,874	217,658	220,910	215,570	29,675	245,245
Comm. Watch	55,143	79,657	73,259	82,485	-	82,485
Resident Relations	417,080	435,997	456,842	482,711	29,675	512,386
Administration	93,759	92,518	94,975	106,540	-	106,540
Lounge	399,705	393,875	397,452	408,825	-	408,825
19th Hole	474,336	433,731	471,285	483,465	-	483,465
Pasta Night	49,698	49,083	54,174	55,167	-	55,167
Special Events	198,980	214,494	240,431	250,723	-	250,723
Food & Beverage	1,216,478	1,183,701	1,258,317	1,304,720	-	1,304,720
Golf-Pro Shop	877,648	885,340	874,850	883,653	-	883,653
Buildings	470,176	532,272	515,167	524,066	2,060	526,126
Grounds	169,523	187,499	167,770	172,829	-	172,829
Custodial	267,552	300,757	263,508	274,188	-	274,188
Pools	403,572	411,856	402,344	412,242	-	412,242
Recreation	99,982	114,475	119,805	119,787	-	119,787
Property Services	1,410,804	1,546,859	1,468,594	1,503,112	2,060	1,505,172
Vehicle Storage	15,401	15,542	20,882	20,540	-	20,540
Shopping Center	40,094	32,085	34,308	36,022	-	36,022
Stormwater	82,149	110,034	57,699	56,579	-	56,579
R&M/Capital Projects	1,122,891	282,400	1,247,316	100,000	754,500	854,500
Total Expenditures/Uses	6,223,578	6,406,380	6,562,845	5,702,501	842,077	6,544,578
					surplus/deficit	-

FY20 Budget

Dept. Sub-Department Category Description	FY18 Actual	FY19 Revised Budget	FY19 Est. Year-end	FY20 Base Budget	FY20 Decision Points	FY20 Proposed Budget
Revenues						
Administration						
Assessments						
District Assessment Fee	3,590,100	3,710,144	3,710,144	3,709,426	153,939	3,863,365
Sub-Total:	3,590,100	3,710,144	3,710,144	3,709,426	153,939	3,863,365
Interest						
Interest Income	25,164	12,000	16,000	14,500	-	14,500
Sub-Total:	25,164	12,000	16,000	14,500	-	14,500
Other Income						
NSF Fees	40	80	80	80	-	80
Sales Tax Discounts	360	360	360	360	-	360
Delinquent Fee Collections	1,205	5,010	4,020	4,620	-	4,620
Lien Fee Reimbursement	1,890	1,515	1,680	1,580	-	1,580
Legal Fee Recovery	10,956	2,020	2,100	1,545	-	1,545
Postage Revenue	78	98	98	105	-	105
Insurance Proceeds	6,985	3,500	21,407	3,000	-	3,000
Proceeds Sales of Fixed Assets	12,169	5,000	8,500	6,500	-	6,500
Miscellaneous Income General	9,071	1,400	13,921	5,110	-	5,110
Sub-Total:	42,755	18,983	52,166	22,900	-	22,900
Total Revenues:	3,658,019	3,741,127	3,778,310	3,746,826	153,939	3,900,765
Expenditures						
Administration						
Personnel Expenses						
F/T Salaries	188,623	259,111	250,451	271,731	-	271,731
P/T Wages	19,824	12,081	4,486	2,428	-	2,428
Overtime	7,037	540	4,872	-	-	-
Special Pay	1,300	2,000	2,300	2,300	-	2,300
Payroll Taxes	15,543	23,794	19,545	20,788	-	20,788
401 A Benefit	1,636	3,674	4,953	5,001	-	5,001
Medical/Dental/Life Insurance	22,724	33,630	43,132	49,405	-	49,405
Sub-Total:	256,686	334,830	329,739	351,653	-	351,653
Professional Expenses						
Payroll Fees	10,642	16,860	16,160	16,160	-	16,160
Professional Fees	70,819	15,665	23,603	6,790	10,500	17,290
Legal Fees	74,931	95,000	73,955	77,000	-	77,000
Management Fees	152,722	177,289	173,289	222,374	-	222,374
Management Fees/Tax Roll	5,000	5,000	5,000	5,000	-	5,000
Accounting & Auditing Fees	21,000	33,000	30,000	31,163	-	31,163
Software Renewal/Support Fees	7,440	51,440	44,811	31,070	-	31,070
Sub-Total:	342,553	394,254	366,818	389,557	10,500	400,057

FY20 Budget

Dept.						
Sub-Department		FY19	FY19	FY20	FY20	FY20
Category	FY18	Revised	Est.	Base	Decision	Proposed
Description	Actual	Budget	Year-end	Budget	Points	Budget
Supplies						
Operating Supplies	7,214	10,500	7,828	7,872	-	7,872
Fuel	-	-	-	-	-	-
Sub-Total:	7,214	10,500	7,828	7,872	-	7,872
Other Gen. & Admin. Expenses						
Collection Fees	68,211	70,256	69,750	70,479	-	70,479
Collection Discounts	114,006	117,057	117,057	117,351	-	117,351
Property Taxes	15,636	16,105	15,772	16,246	-	16,246
ICMA Retirement	750	1,000	1,000	1,000	-	1,000
Employee Incentive	6,027	7,104	6,360	102,245	45,342	147,587
Employee Recruitment & Testing	926	320	648	509	-	509
Lien & Recording Fees	1,216	1,588	1,323	1,347	-	1,347
Travel and Training	4,162	10,405	10,280	8,180	-	8,180
Telephone, Internet, Cable	6,250	6,297	5,500	5,609	-	5,609
Postage	2,775	5,799	4,739	4,900	-	4,900
Utilities/Electricity	3,756	4,206	3,605	3,522	-	3,522
Equipment Leasing	6,128	5,429	5,258	5,261	-	5,261
Insurance	130,017	130,955	149,626	149,626	-	149,626
Workers Comp. Insurance	1,605	1,278	1,608	1,527	-	1,527
Printing	3,251	3,716	3,004	3,083	-	3,083
Advertising	4,580	5,146	4,709	4,796	-	4,796
Bank Charges	22,967	30,763	27,230	28,750	-	28,750
Bad Debt	10,743	-	-	-	-	-
Dues and Subscriptions	17,368	4,070	4,590	5,830	-	5,830
Election Expenses	7,712	8,650	2,351	7,935	-	7,935
Sub-Total:	428,084	430,144	434,410	538,196	45,342	583,538
Maintenance & Repairs						
R & M Buildings	2,192	2,287	2,307	2,346	-	2,346
R & M Equipment	4,349	2,675	2,935	1,150	-	1,150
Sub-Total:	6,541	4,962	5,242	3,496	-	3,496
Contingency						
Contingency	-	20,618	-	24,390	-	24,390
Sub-Total:	-	20,618	-	24,390	-	24,390
Miscellaneous						
Cash Over/Short	(45)	-	-	-	-	-
Transfers						
Transfer to Debt Service Fund	-	700,000	-	-	-	-
Sub-Total:	-	700,000	-	-	-	-
Total Expenditures:	1,041,033	1,895,308	1,144,037	1,315,164	55,842	1,371,006
Total Revenues over Expenditures:	2,616,987	1,845,819	2,634,273	2,431,662	98,097	2,529,759

FY20 Budget

Dept.						
Sub-Department		FY19	FY19	FY20	FY20	FY20
Category	FY18	Revised	Est.	Base	Decision	Proposed
Description	Actual	Budget	Year-end	Budget	Points	Budget
Revenues						
Administration						
District Clerk						
Other Income						
Insurance Proceeds	6,985	3,500	21,407	3,000	-	3,000
FY19 Year-end Est.: Federal workers compensation refund \$7,000 and FEMA proceeds \$14,407						
FY20 Base Budget: Miscellaneous insurance claim proceeds						
Misc. Income General	257	400	95	110	-	110
FY20 Base Budget: Printing services for residents and miscellaneous						
Sub-Total:	7,242	3,900	21,502	3,110	-	3,110
Total Revenues:	7,242	3,900	21,502	3,110	-	3,110
Expenditures						
Administration						
District Clerk						
Personnel Expenses						
F/T Salaries	54,659	76,851	82,158	87,485	-	87,485
FY19 Year-end Est.: 1.0 FTE District Clerk \$56,053 and 0.94 FTE Administrative Assistant \$26,105						
FY20 Base Budget: 1.0 FTE District Clerk \$56,597 and 1.0 FTE Administrative Assistant \$30,888						
P/T Wages	19,824	12,081	4,486	2,428	-	2,428
FY19 Year-end Est.: 0.10 FTE Receptionist \$2,059 and 0.08 FTE Administrative Assistant (seasonal records management) \$2,427						
FY20 Base Budget: 0.08 FTE Administrative Assistant (seasonal records management) \$2,428						
Special Pay	1,300	1,000	1,300	1,300	-	1,300
FY20 Base Budget: Acting Community Manager pay during absence of Community Manager						
Overtime	-	40	22	-	-	-
Payroll Taxes	5,073	7,579	6,628	6,693	-	6,693
FY20 Base Budget: 7.65 % of payroll						
401 A Benefit	1,636	1,632	1,681	1,698	-	1,698
FY20 Base Budget: 1 employee contribution						
Medical/Dental/Life Insurance	7,847	22,943	21,911	25,106	-	25,106
FY19 Year-end Est.: 2 Medical \$10,604/person = \$21,208, 2 Dental \$311/person = \$622, 2 Life \$41/person = \$82						
FY20 Base Budget: 2 Medical \$12,195/person (15% increase) = \$24,390, 2 Dental \$317/person (2% increase) = \$634, 2 Life \$41/person = \$82						
Sub-Total:	90,339	122,126	118,186	124,710	-	124,710
Professional Fees	11,401	3,895	3,265	3,265	10,500	13,765
FY20 Base Budget: IT Support						
FY20 Decision Point: CivicRec (web-based subscription to provide on-line services such as room reservation, purchase of guest passes, tickets and a centralized source of information) added by BOT at the 1st Budget Workshop.						

FY20 Budget

Dept. Sub-Department Category Description	FY18 Actual	FY19 Revised Budget	FY19 Est. Year-end	FY20 Base Budget	FY20 Decision Points	FY20 Proposed Budget
Legal Fees	72,621	95,000	73,955	77,000	-	77,000
FY20 Base Budget: Non-departmental specific legal expense						
Management Fees	152,722	177,289	173,289	222,374		222,374
FY19 Year-end Est.: SDS contract amended to include 3 months of a Management Analyst position plus expenses						
FY20 Base Budget: SDS contract and \$6,000 in expenses plus 12 months of a Management Analyst position (6 months addition in FY20 as first 6 months was budgeted in FY19).						
Management Fees/Tax Roll	5,000	5,000	5,000	5,000	-	5,000
FY20 Base Budget: Part of SDS contract						
Software Renewal/Support Fees	1,006	46,150	39,590	25,640	-	25,640
FY19 Year-end Est.: Civic Clerk \$13,990, Civic Plus \$11,500 and App and Backup services \$14,100						
FY20 Base Budget: Civic Clerk \$8,640, Civic Plus \$2,500 and App and Backup services \$14,500						
Sub-Total:	242,749	327,334	295,099	333,279	10,500	343,779
Supplies						
Operating Supplies	4,838	5,200	4,951	4,969	-	4,969
FY20 Base Budget: Supplies for office and summer records management program						
Fuel	-	-	-	-	-	-
Sub-Total:	4,838	5,200	4,951	4,969	-	4,969
Other Gen. & Admin. Expenses						
Employee Recruitment & Testing	713	200	449	250	-	250
FY20 Base Budget: Cost of advertisements, background/drug checks and return to work physicals/lift tests (annual seasonal position and potential vacancies)						
Lien & Recording Fees	184	500	235	235	-	235
FY20 Base Budget: Fees to County						
Travel and Training	707	4,805	4,680	4,680	-	4,680
FY19 Year-end Est.: \$155 FIOG \$2,825 FASD conference (travel, lodging and meals for 2) \$1,700 FL Assn of Clerks (registration, travel, lodging & meals)						
FY20 Base Budget: \$155 FIOG, \$2,825 FASD conference (travel, lodging and meals for 2) \$1,700 FL Assn of Clerks (registration, travel, lodging & meals)						
Telephone, Internet, Cable	2,963	2,478	2,199	2,231	-	2,231
FY20 Base Budget: Prorated costs for Administration Building						
Postage	1,307	2,302	2,635	2,732	-	2,732
FY20 Base Budget: \$2,444 budget mail out and \$288 regular mail expenses						
Equipment Leasing	3,316	3,569	3,398	3,401	-	3,401
FY20 Base Budget: Printer lease and tangible property tax						
Insurance	130,017	130,955	149,626	149,626	-	149,626
FY20 Base Budget: \$55,152 Liability, \$2,977 Auto and \$91,497 Property						
Workers Comp. Insurance	1,209	963	1,212	1,151	-	1,151
FY20 Base Budget: Rate anticipated to decline 5% due to experience						

FY20 Budget

Dept.

Sub-Department

Category

Description

FY18 Actual	FY19 Revised Budget	FY19 Est. Year-end	FY20 Base Budget	FY20 Decision Points	FY20 Proposed Budget
----------------	---------------------------	--------------------------	------------------------	----------------------------	----------------------------

Printing	1,833	2,570	1,899	1,903	-	1,903
----------	-------	-------	-------	-------	---	-------

FY20 Base Budget: Budget mail out printing costs

Advertising	3,515	3,695	3,620	3,651	-	3,651
-------------	-------	-------	-------	-------	---	-------

FY20 Base Budget: Required advertising expenses

Dues and Subscriptions	16,784	3,850	3,850	4,910	-	4,910
------------------------	--------	-------	-------	-------	---	-------

FY19 Year-end Est.: \$175 Special District state required fee, \$75 Florida Association of City Clerks, \$600 Mail Chimp (bulk email system) and \$3,000 Florida Association of Special Districts (2nd year of introductory discounted cost)

FY20 Base Budget: \$175 Special District state required fee, \$75 Florida Association of City Clerks, \$660 Mail Chimp (bulk email system) and \$4,000 Florida Association of Special Districts (full membership cost)

Election Expenses	7,712	8,650	2,351	7,935	-	7,935
-------------------	-------	-------	-------	-------	---	-------

FY19 Year-end Est.: Federal Election Trend

FY20 Base Budget: Non Federal Election Trend

Sub-Total:	170,260	164,537	176,154	182,705	-	182,705
------------	---------	---------	---------	---------	---	---------

Maintenance & Repairs

R & M Buildings	380	-	-	-	-	-
-----------------	-----	---	---	---	---	---

R & M Equipment	4,137	1,925	1,925	500	-	500
-----------------	-------	-------	-------	-----	---	-----

FY19 Year-end Est.: Replacement of equipment as needed plus \$1,200 for Management Analyst computer and miscellaneous needs

FY20 Base Budget: Replacement of equipment as needed

Sub-Total:	4,517	1,925	1,925	500	-	500
------------	-------	-------	-------	-----	---	-----

Total Expenditures:	512,703	621,122	596,315	646,163	10,500	656,663
----------------------------	----------------	----------------	----------------	----------------	---------------	----------------

Total Revenues over Expenditures:	(505,461)	(617,222)	(574,813)	(643,053)	(10,500)	(653,553)
--	------------------	------------------	------------------	------------------	-----------------	------------------

FY20 Budget

Dept.							
Sub-Department			FY19	FY19	FY20	FY20	FY20
Category		FY18	Revised	Est.	Base	Decision	Proposed
Description		Actual	Budget	Year-end	Budget	Points	Budget
Revenues							
Administration							
Finance							
Assessments							
	District Assessment Fee	3,590,100	3,710,144	3,710,144	3,709,426	153,939	3,863,365
	FY19 Year-end Est.: 4,879 lots at \$61.50 per month						
	FY20 Base Budget: 4,878 lots at \$63.37 per month						
	FY20 Decision Point: \$111,218 from 3.0% (\$1.90 per month) annual increase for inflationary pressures						
	FY20 Decision Point: \$42,721 from BOT requested "round up to the nearest integer" (\$0.73 per month)						
	Sub-Total:	3,590,100	3,710,144	3,710,144	3,709,426	153,939	3,863,365
Interest							
	Interest Income	25,164	12,000	16,000	14,500	-	14,500
	FY20 Base Budget: Interest earned from district bank accounts and past due assessments						
	Sub-Total:	25,164	12,000	16,000	14,500	-	14,500
Other Income							
	NSF Fees	40	80	80	80	-	80
	FY20 Base Budget: Non sufficient fund check fee recovery						
	Sales Tax Discounts	360	360	360	360	-	360
	FY20 Base Budget: Collection of sales tax for the State of Florida						
	Delinquent Fee Collections	1,205	5,010	4,020	4,620	-	4,620
	FY20 Base Budget: : Charges on past due assessments, rents and storage fees						
	Lien Fee Reimbursement	1,890	1,515	1,680	1,580	-	1,580
	FY20 Base Budget: Charges to accounts for filing or amending liens						
	Legal Fee Recovery	10,956	2,020	2,100	1,545	-	1,545
	FY20 Base Budget: Charges to accounts for legal fees incurred related to the account						
	Postage Revenue	78	98	98	105	-	105
	FY20 Base Budget: Charges for postage expenses incurred						
	Proceeds Sales of Fixed Assets	12,169	5,000	8,500	6,500	-	6,500
	FY19 Year-end Est.: Anticipated bump in receipts due to disposition of Old Administration Building miscellaneous assets						
	FY20 Base Budget: Proceeds from the sale of vehicles, electronics and other fixed assets						
	Miscellaneous Income General	8,814	1,000	13,826	5,000	-	5,000
	FY19 Year-end Est.: 100% Refund from Federal Unemployment Taxes: 2016 \$4,421.65 (received), 2017 \$4,631.57 (Received), and 2018 \$, \$4,772.46 (539.49 Received) Balance to be received in 6-8 weeks						
	FY20 Base Budget: Based on historic trends. Receipts that are not anticipated and do not fit into other general ledger descriptions						
	Sub-Total:	35,513	15,083	30,664	19,790	-	19,790
	Total Revenues:	3,650,777	3,737,227	3,756,808	3,743,716	153,939	3,897,655

FY20 Budget

Dept.						
Sub-Department		FY19	FY19	FY20	FY20	FY20
Category	FY18	Revised	Est.	Base	Decision	Proposed
Description	Actual	Budget	Year-end	Budget	Points	Budget
Expenditures						
Administration						
Finance						
Personnel Expenses						
F/T Salaries	133,964	182,260	168,293	184,246	-	184,246
FY19 Year-end Est.: 1.0 FTE Finance Manager \$74,346; 0.5 FTE Accounting Associate III \$22,589 (employee on extended leave); and 2.0 FTE Accounting Associate II \$71,358						
FY20 Base Budget: 1.0 FTE Finance Manager \$75,067; 1.0 FTE Accounting Associate III \$37,128; and 2.0 FTE Accounting Associate II \$72,051						
P/T Wages	-	-	-	-	-	-
Overtime	7,037	500	4,850	-	-	-
FY19 Year-end Est.: Higher than normal due to unplanned vacancy during second half of year						
Special Pay	-	1,000	1,000	1,000	-	1,000
FY20 Base Budget: Acting Finance Manager pay in the absence of the Finance Manager						
Payroll Taxes	10,470	16,215	12,917	14,095	-	14,095
FY20 Base Budget: 7.65 % of payroll						
401 A Benefit	-	2,042	3,272	3,303	-	3,303
FY20 Base Budget: 2 employee contributions						
Medical/Dental/Life Insurance	14,877	10,687	21,221	24,299	-	24,299
FY19 Year-end Est.: 1 Employee Child \$9,832 (Obamacare plan) and 1 Employee Medical \$10,604 = \$ 20,435, 2 Dental \$311/person = \$622, 4 Life \$41/person = \$164						
FY20 Base Budget: 1 Employee Child \$11,306 (Obamacare plan) and 1 Employee Medical \$12,195 (15% increase) = \$23,501, 2 Dental \$317/person (2% increase) = \$634, 4 Life \$41/person = \$164						
Sub-Total:	166,348	212,704	211,553	226,943	-	226,943
Professional Expenses						
Payroll Fees	10,642	16,860	16,160	16,160	-	16,160
FY20 Base Budget: \$535 per payroll plus \$1,250, W2 and 1099 processing and \$1,000 maintenance						
Professional Fees	59,418	11,770	20,338	3,525	-	3,525
FY19 Year-end Est.: \$4,520 IT support \$8,568 of temp account staff \$7,250 audit support						
FY20 Base Budget: IT support (audit support moved to Accounting & Auditing Fees)						
Legal Fees	2,310	-	-	-	-	-
Accounting & Auditing Fees	21,000	33,000	30,000	31,163	-	31,163
FY19 Year-end Est.: \$23,000 audit fee and \$7,000 OPEB						
FY20 Base Budget: \$23,000 audit fee, \$2,000 OPEB and \$6,163 audit support (15% reduction)						
Software Renewal/Support Fees	6,434	5,290	5,221	5,430	-	5,430
FY20 Base Budget: Accounting software and support, assumes 4% increase						
Sub-Total:	99,804	66,920	71,719	56,278	-	56,278

FY20 Budget

Dept.

Sub-Department

Category

Description

	FY18 Actual	FY19 Revised Budget	FY19 Est. Year-end	FY20 Base Budget	FY20 Decision Points	FY20 Proposed Budget
--	----------------	---------------------------	--------------------------	------------------------	----------------------------	----------------------------

Supplies

Operating Supplies	2,376	5,300	2,877	2,903		2,903
FY20 Base Budget: Office supplies used in daily operations						
Fuel	-	-	-	-	-	-
Sub-Total:	2,376	5,300	2,877	2,903	-	2,903

Other Gen. & Admin. Expenses

Collection Fees	68,211	70,256	69,750	70,479	-	70,479
FY20 Base Budget: Paid to Brevard County related to collection and remittance of assessment receipts						
Collection Discounts	114,006	117,057	117,057	117,351	-	117,351
FY20 Base Budget: Property tax discount for early payment of assessments						
Property Taxes	15,636	16,105	15,772	16,246	-	16,246
FY20 Base Budget: Property taxes owed by BBRD						
ICMA Retirement	750	1,000	1,000	1,000	-	1,000
FY20 Base Budget: Administrative expenses for BBRD 401A and 457 plans						
Employee Incentive	6,027	7,104	6,360	102,245	45,342	147,587
FY19 Year-end Est.: \$660 for flu shots, \$3,630 for Christmas gift cards \$2,070 for Christmas Party. Employee incentive budget allocated to departments mid-year						
FY20 Base Budget: \$700 for flu shotss, \$3,630 for Christmas gift cards \$2,070 for Christmas Party, \$95,845 (5% maximum) employee incentive split between a COLA and merit increase						
FY20 Decision Point: \$45,342 (2.5%) pay plan adjustment (non-tipped employees only)						
Employee Recruitment & Testing	213	120	199	259	-	259
FY20 Base Budget: Cost of advertisements, background/drug checks and return to work physicals/lift tests						
Lien & Recording Fees	1,032	1,088	1,088	1,112	-	1,112
FY20 Base Budget: Fees paid to Brevard County to record and release liens						
Travel and Training	3,455	5,600	5,600	3,500	-	3,500
FY19 Year-end Est.: \$2,080 Government Accounting Boot Camp for 4, \$720 travel, lodging & meals. \$2,800 for training on MIP for Accounting and Additional Staff (Managers, Customer Service).						
FY20 Base Budget: \$3,500 for professional training to be determined based on needs of employees						
Telephone, Internet, Cable	3,287	3,819	3,301	3,378	-	3,378
FY20 Base Budget: Telephone & Internet charges						
Postage	1,467	3,497	2,104	2,168	-	2,168
FY20 Base Budget: Correspondence with residents and vendors						
Utilities/Electricity	3,756	4,206	3,605	3,522	-	3,522
FY20 Base Budget: Anticipated saving due to New Administration Building						
Equipment Leasing	2,812	1,860	1,860	1,860	-	1,860
FY20 Base Budget: Postage Machine						
Workers Comp. Insurance	396	315	396	376	-	376
FY20 Base Budget: Rate anticipated to decline 5% due to experience						
Printing	1,418	1,146	1,105	1,180	-	1,180
FY20 Base Budget: Checks, letterhead and envelopes						

FY20 Budget

Dept.

Sub-Department

Category

Description

	FY18 Actual	FY19 Revised Budget	FY19 Est. Year-end	FY20 Base Budget	FY20 Decision Points	FY20 Proposed Budget
Advertising	1,065	1,451	1,089	1,145	-	1,145
FY20 Base Budget: Notice of audited statement of revenues and expenditures plus miscellaneous						
Bank Charges	22,967	30,763	27,230	28,750	-	28,750
FY20 Base Budget: Bank and credit card fees						
Bad Debt	10,743	-	-	-	-	-
Dues and Subscriptions	584	220	740	920	-	920
FY20 Base Budget: Memberships in Sam's, Amazon, PayPal, Web Hosting, state professional association						
Sub-Total:	257,824	265,607	258,256	355,491	45,342	400,833
Maintenance & Repairs						
R & M - Misc.	-	-	-	-	-	-
R & M Buildings	1,812	2,287	2,307	2,346	-	2,346
FY20 Base Budget: Annual fire alarm inspection fee and a proration of New Administration Building pest control and security monitoring expense						
R & M Equipment	212	750	1,010	650	-	650
FY20 Base Budget: Replacement of minor office equipment						
Sub-Total:	2,023	3,037	3,317	2,996	-	2,996
Contingency						
Contingency	-	20,618	-	24,390	-	24,390
FY20 Base Budget: Cost of 2 employee health insurance (approximately 1/3 of eligible employees do not elect coverage)						
Sub-Total:	-	20,618	-	24,390	-	24,390
Miscellaneous						
Cash Over/Short	(45)	-	-	-	-	-
Sub-Total:	(45)	-	-	-	-	-
Transfers						
Transfer to Debt Service Fund	-	700,000	-	-	-	-
FY19 Year-end Est.: BOT decided to stop pursuing long-term financing of projects, therefore the 2018 Bond Projects Fund was cancelled and this transfer became moot						
Sub-Total:	-	700,000	-	-	-	-
Total Expenditures:	528,330	1,274,186	547,722	669,001	45,342	714,343
Total Revenues over Expenditures:	3,122,448	2,463,041	3,209,086	3,074,715	108,597	3,183,312

FY20 Budget

Dept.						
Sub-Department		FY19	FY19	FY20	FY20	FY20
Category	FY18	Revised	Est.	Base	Decision	Proposed
Description	Actual	Budget	Year-end	Budget	Points	Budget
Revenues						
Resident Relations (rollup)						
Charges for Services						
Guest Passes	60,812	62,300	63,250	62,005	-	62,005
Building Rental	4,374	4,500	2,000	4,500	-	4,500
DOR Enforcement Fees	22,628	13,000	19,000	18,500	-	18,500
Sub-Total:	87,814	79,800	84,250	85,005	-	85,005
Other Income						
Miscellaneous Income General	4,046	4,215	4,785	4,500	-	4,500
Sub-Total:	4,046	4,215	4,785	4,500	-	4,500
Total Revenues:	91,860	84,015	89,035	89,505	-	89,505
Expenditures						
Resident Relations (rollup)						
Personnel Expenses						
F/T Salaries	169,582	163,427	152,666	155,707	29,827	185,534
P/T Wages	99,959	131,709	129,817	141,039	(14,913)	126,126
Overtime	324	350	98	365	-	365
Special Pay	950	-	1,200	1,200	-	1,200
Payroll Taxes	21,038	25,356	21,729	22,995	1,141	24,136
401 A Benefit	2,373	4,753	913	958	894	1,852
Medical/Dental/Life Insurance	18,084	22,094	33,252	38,016	12,553	50,569
Sub-Total:	312,310	347,689	339,675	360,280	29,502	389,782
Professional Expenses						
Professional Fees	17,889	36,000	29,655	36,250	-	36,250
Legal Fees	22,675	19,050	21,910	19,585	-	19,585
HR Consulting Fees	1,841	-	-	-	-	-
Software Renewal/Support Fees	10,940	11,150	11,234	11,356	-	11,356
Sub-Total:	53,344	66,200	62,799	67,191	-	67,191
Supplies						
Operating Supplies	8,358	8,260	6,751	6,729	-	6,729
Fuel	7,418	8,450	7,543	7,639	-	7,639
Sub-Total:	15,777	16,710	14,294	14,368	-	14,368
Other Gen. & Admin. Expenses						
Employee Recruitment & Testing	657	775	871	892	-	892
Travel and Training	3,383	4,880	4,627	5,441	-	5,441
Telephone, Internet, Cable	3,061	3,702	3,867	3,947	-	3,947

FY20 Budget

Dept.						
Sub-Department		FY19	FY19	FY20	FY20	FY20
Category	FY18	Revised	Est.	Base	Decision	Proposed
Description	Actual	Budget	Year-end	Budget	Points	Budget
Postage	5,410	4,388	3,640	3,661	-	3,661
Utilities/Electricity	1,297	1,359	1,344	1,220	-	1,220
Utilities/Water	621	750	586	615	-	615
Equipment Leasing	4,242	5,302	4,965	5,025	-	5,025
Workers Comp. Insurance	753	599	804	763	173	936
Printing	613	945	697	710	-	710
Employee Clothing Allowance	293	295	583	608	-	608
DOR Enforcement Expenses	2,790	1,300	4,480	4,199	-	4,199
Dues and Subscriptions	8,310	140	8,984	9,105	-	9,105
Sub-Total:	31,431	24,435	35,448	36,186	173	36,359
Maint. & Repairs						
R & M Buildings	1,036	1,075	911	905	-	905
R & M Equipment	3,218	2,200	2,250	2,247	-	2,247
Vehicle Maintenance	-	822	822	884	-	884
Sub-Total:	4,254	4,097	3,983	4,036	-	4,036
Miscellaneous						
Miscellaneous Expenditures	-	670	650	650	-	650
Cash Over/Short	(35)	-	(7)	-	-	-
Sub-Total:	(35)	670	643	650	-	650
Total Expenditures:	417,080	459,801	456,842	482,711	29,675	512,386
Total Revenues over Expenditures:	(325,220)	(375,786)	(367,807)	(393,206)	(29,675)	(422,881)

FY20 Budget

Dept.							
Sub-Department		FY18	FY19	FY19	FY20	FY20	FY20
Category		Actual	Revised	Est.	Base	Decision	Proposed
Description			Budget	Year-end	Budget	Points	Budget
Revenues							
Resident Relations							
Customer Service							
Charges for Services							
	Guest Passes	60,812	62,300	63,250	62,005	-	62,005
	FY20 Base Budget: FY20 is projected to be the peak in receipts						
	Building Rental	4,374	4,500	2,000	4,500	-	4,500
	FY19 Year-end Est.: Decreased receipts due to planned closure of Building A for renovations						
	FY20 Base Budget: No significant anticipated changes in receipts						
	Sub-Total:	65,186	66,800	65,250	66,505	-	66,505
Other Income							
	Miscellaneous Income General	4,046	4,215	4,785	4,500	-	4,500
	FY20 Base Budget: Replacement keys and badges						
	Sub-Total:	4,046	4,215	4,785	4,500	-	4,500
	Total Revenues:	69,232	71,015	70,035	71,005	-	71,005

Expenditures

Resident Relations

Customer Service

Personnel Expenses

	F/T Salaries	74,869	68,793	66,594	68,802	-	68,802
	FY19 Year-end Est.: 0.6 FTE Resident Relations Manager/HR Coordinator \$37,141 and 1.0 FTE Calendar/RV Coordinator \$29,453						
	FY20 Base Budget: 0.6 FTE Resident Relations Manager/HR Coordinator \$38,351 and 1.0 FTE Calendar/RV/Coordinator \$30,451						
	P/T Wages	35,886	47,374	48,880	65,854	-	65,854
	FY19 Year-end Est.: 0.25 FTE Administrative Assistant \$7,030 and 1.8 FTE Customer Service Clerk \$41,850 (0.55 FTE transferred from District Clerk via a mid-year budget amendment)						
	FY20 Base Budget: 0.63 FTE Administrative Assistant \$18,268 (0.378 FTE Administrative Assistant \$10,416 previously was budgeted in DOR) and 1.8 FTE Customer Service Clerk \$47,586						
	Overtime	42	150	-	150	-	150
	Special Pay	250	-	1,000	1,000	-	1,000
	FY20 Base Budget: Acting department manager pay during his absences						
	Payroll Taxes	8,518	9,709	8,930	10,601	-	10,601
	FY20 Base Budget: 7.65% payroll taxes (higher in FY20 due to transfer of part-time hours from the DOR sub-department)						
	401 A Benefit	2,144	1,998	913	958	-	958
	FY20 Base Budget: One employee contribution						

FY20 Budget

Dept.

Sub-Department	FY18	FY19	FY19	FY20	FY20	FY20
Category	Actual	Revised	Est.	Base	Decision	Proposed
Description		Budget	Year-end	Budget	Points	Budget
Medical/Dental/Life Insurance	7,213	10,899	11,168	12,768	-	12,768
FY19 Year-end Est.: 1 medical \$10,604, 1.6 dental \$311/person=\$498 and 1.6 life \$41/person=\$66						
FY20 Base Budget: 1 medical \$12,195 (15% increase), 1.6 dental \$317/person (2% increase) = \$507, 1.6 life insurance \$41/person = \$66						
Sub-Total:	128,923	138,923	137,485	160,133	-	160,133

Professional Expenses

Legal Fees	5,355	3,000	950	1,105	-	1,105
FY20 Base Budget: Human Resources related legal fees						
HR Consulting Fees	1,841	-	-	-	-	-
Software Renewal/Support Fees	140	350	350	355	-	355
FY20 Base Budget: Badge updating software						
Sub-Total:	7,336	3,350	1,300	1,460	-	1,460

Supplies

Operating Supplies	4,288	3,600	3,865	3,813	-	3,813
FY20 Base Budget: Certified mail, paper office supplies, miscellaneous						
Sub-Total:	4,288	3,600	3,865	3,813	-	3,813

Other Gen. & Admin. Expenses

Employee Recruitment & Testing	101	375	375	380	-	380
FY20 Base Budget: Cost of advertisements, background/drug checks and return to work physicals/lift tests						
Travel and Training	1,325	2,715	2,633	3,210	-	3,210
FY20 Base Budget: H.R. conference \$1,100, Lodging \$700, Travel \$310. One day Human Resources seminars \$400. One day seminars for Administrative Assistant \$300. Continuing Education for Customer Service Clerks \$450.						
Telephone, Internet, Cable	1,420	1,486	1,291	1,315	-	1,315
FY20 Base Budget: Land lines, and cell phone expenses						
Postage	500	-	505	505	-	505
FY20 Base Budget: Expense for correspondences						
Utilities/Electricity	649	679	675	605	-	605
FY20 Base Budget: Proration of New Administration Building expense						
Utilities/Water	311	375	321	330	-	330
FY20 Base Budget: Proration of New Administration Building expense						
Equipment Leasing	2,021	2,387	1,988	2,033	-	2,033
FY20 Base Budget: 60% of copier lease (smaller unit as compared to previous years)						
Workers Comp. Insurance	214	170	214	203	-	203
FY20 Base Budget: Rate anticipated to decline 5% due to experience						
Printing	318	450	399	409	-	409
FY20 Base Budget: Brochures ,badges, envelopes, etc.						

FY20 Budget

Dept.

Sub-Department

Category

Description

FY18 Actual	FY19 Revised Budget	FY19 Est. Year-end	FY20 Base Budget	FY20 Decision Points	FY20 Proposed Budget
----------------	---------------------------	--------------------------	------------------------	----------------------------	----------------------------

Dues and Subscriptions	7,895	-	8,564	8,670	-	8,670
------------------------	-------	---	-------	-------	---	-------

FY20 Base Budget: Human Resources modular

Sub-Total:	14,753	8,637	16,965	17,660	-	17,660
------------	--------	-------	--------	--------	---	--------

Maint. & Repairs

R & M Buildings	556	550	540	540	-	540
-----------------	-----	-----	-----	-----	---	-----

FY20 Base Budget: Proration of New Administration Building pest control and security monitoring expense

R & M Equipment	2,243	1,550	1,875	400	-	400
-----------------	-------	-------	-------	-----	---	-----

FY19 Year-end Est.: Replaced 3 computers per computer replacement plan

FY20 Base Budget: Replacement of desk top printer and minor items as needed

Sub-Total:	2,798	2,100	2,415	940	-	940
------------	-------	-------	-------	-----	---	-----

Miscellaneous

Miscellaneous Expenditures	-	670	650	650	-	650
----------------------------	---	-----	-----	-----	---	-----

FY20 Base Budget: Keys for beach and pier

Cash Over/Short	(35)	-	(7)	-	-	-
-----------------	------	---	-----	---	---	---

Sub-Total:	(35)	670	643	650	-	650
------------	------	-----	-----	-----	---	-----

Total Expenditures:	158,062	157,280	162,673	184,656	-	184,656
----------------------------	----------------	----------------	----------------	----------------	----------	----------------

Total Revenues over Expenditures:	(88,831)	(86,265)	(92,638)	(113,651)	-	(113,651)
--	-----------------	-----------------	-----------------	------------------	----------	------------------

FY20 Budget

Dept.							
Sub-Department			FY19	FY19	FY20	FY20	FY20
Category		FY18	Revised	Est.	Base	Decision	Proposed
Description		Actual	Budget	Year-end	Budget	Points	Budget
Revenues							
Resident Relations							
DOR Enforcement							
Charges for Services							
	DOR Enforcement Fees	22,628	13,000	19,000	18,500	-	18,500
	FY20 Base Budget: Based on trend analysis and decreasing involuntary compliance						
	Sub-Total:	22,628	13,000	19,000	18,500	-	18,500
	Total Revenues:	22,628	13,000	19,000	18,500	-	18,500
Expenditures							
Resident Relations							
DOR Enforcement							
Personnel Expenses							
	F/T Salaries	94,712	94,634	86,072	86,905	29,827	116,732
	FY19 Year-end Est.: 0.4 FTE Resident Relations Manager/HR Coordinator \$25,322; 1.0 FTE DOR/ARCC Administrative Assistant \$29,994; and 1.0 FTE DOR/ARCC Inspector \$30,756						
	FY20 Base Budget: 0.4 FTE Resident Relations Manager HR/Coordinator \$25,705; 1.0 FTE Administrative Assistant \$30,299; and 1.0 FTE DOR/ARCC Inspector \$30,901						
	FY20 Decision Point: 1.00 FTE Conversion of DOR/ARCC Inspector position from part-time to full-time (added by the BOT during the 1st Budget Workshop)						
	P/T Wages	34,476	47,351	45,636	37,501	(14,913)	22,588
	FY19 Year-end Est.: 1.15 FTE DOR/ARCC Inspector \$35,716 and 0.38 FTE Administrative Assistant \$9,920						
	FY20 Base Budget: 1.15 FTE DOR/ARCC Inspector \$37,501 (Administrative Assistant moved into Customer Service)						
	FY20 Decision Point: -0.50 FTE Conversion of DOR/ARCC Inspector position from part-time to full-time (added by the BOT during the 1st Budget Workshop)						
	Overtime	228	200	98	140	-	140
	Special Pay	700	-	200	200	-	200
	FY20 Base Budget: Acting Department Manager pay during his absence						
	Payroll Taxes	9,913	12,417	10,098	9,543	1,141	10,684
	FY20 Base Budget: 7.65% of payroll						
	FY20 Decision Point: Conversion of DOR/ARCC Inspector position from part-time to full-time (added by the BOT during the 1st Budget Workshop)						
	401 A Benefit	229	2,755	-	-	894	894
	FY19 Year-end Est.: Employee budgeted for contribution separated prior to FY19 beginning						
	FY20 Decision Point: Conversion of DOR/ARCC Inspector position from part-time to full-time (added by the BOT during the 1st Budget Workshop)						

FY20 Budget

Dept.

Sub-Department

Category

Description

FY18 Actual	FY19 Revised Budget	FY19 Est. Year-end	FY20 Base Budget	FY20 Decision Points	FY20 Proposed Budget
----------------	---------------------------	--------------------------	------------------------	----------------------------	----------------------------

Medical/Dental/Life Insurance	10,872	11,195	22,084	25,248	12,553	37,801
--------------------------------------	--------	--------	--------	--------	--------	--------

FY19 Year-end Est.: 2 medical \$10,604/person = \$21,208, 2.4 dental \$311/person = \$746, 2.4 life insurance \$41/person = \$98

FY20 Base Budget: 2 medical \$12,195/person (15% increase) = \$24,390, 2.4 dental \$317/person (2% increase) = \$760, 2.4 life insurance \$41/person = \$98

FY20 Decision Point: Conversion of DOR/ARCC Inspector position from part-time to full-time (added by the BOT during the 1st Budget Workshop) 1 medical = \$12,195, 1 Dental = \$317 and 1 Life Insurance = \$41

Sub-Total:	151,129	168,552	164,188	159,537	29,502	189,039
------------	---------	---------	---------	---------	--------	---------

Professional Expenses

Professional Fees	259	-	205	250	-	250
--------------------------	-----	---	-----	-----	---	-----

FY20 Base Budget: IT support

Legal Fees	17,320	16,050	20,960	18,480	-	18,480
-------------------	--------	--------	--------	--------	---	--------

FY20 Base Budget: Legal expense for involuntary enforcement since special districts are prohibited by state law from imposing monetary fines for non-compliance to DOR

Software Renewal/Support Fees	10,800	10,800	10,884	11,001	-	11,001
--------------------------------------	--------	--------	--------	--------	---	--------

FY20 Base Budget: Citizen Serve (DOR enforcement web-based system) fees for three DOR/ARCC inspectors, Resident relations Manager/HR Coordinator, Administrative Assistant and DOR/ARCC Administrative Assistant

Sub-Total:	28,379	26,850	32,049	29,731	-	29,731
------------	--------	--------	--------	--------	---	--------

Supplies

Operating Supplies	3,897	3,910	2,687	2,713	-	2,713
---------------------------	-------	-------	-------	-------	---	-------

FY20 Base Budget: Certified mail, paper office supplies and miscellaneous

Fuel	2,801	5,450	2,844	2,903	-	2,903
-------------	-------	-------	-------	-------	---	-------

FY20 Base Budget: Fuel for DOR truck

Sub-Total:	6,698	9,360	5,531	5,616	-	5,616
------------	-------	-------	-------	-------	---	-------

Other Gen. & Admin. Expenses

Employee Recruitment & Testing	325	250	357	362	-	362
---	-----	-----	-----	-----	---	-----

FY20 Base Budget: Cost of advertisements, background/drug checks and return to work physicals/lift tests

Travel and Training	2,058	2,165	1,994	2,231	-	2,231
----------------------------	-------	-------	-------	-------	---	-------

FY19 Year-end Est.: Florida Association of Code Enforcement training (\$750), Travel and Lodging (\$922), Continuing Education (\$322)

FY20 Base Budget: Florida Association of Code Enforcement training for one Inspector (\$750) Travel and lodging (\$998), Continuing Ed for Inspectors (\$483)

Telephone, Internet, Cable	1,640	1,821	2,185	2,235	-	2,235
-----------------------------------	-------	-------	-------	-------	---	-------

FY20 Base Budget: Telephone, cable data access for DOR/ARCC inspector tablets

Postage	4,910	4,388	3,135	3,156	-	3,156
----------------	-------	-------	-------	-------	---	-------

FY20 Base Budget: Cost of mailing DOR violation letters

Utilities/Electricity	649	680	669	615	-	615
------------------------------	-----	-----	-----	-----	---	-----

FY20 Base Budget: Proration of New Administration Building expense

FY20 Budget

Dept.

Sub-Department

Category

Description

FY18 Actual	FY19 Revised Budget	FY19 Est. Year-end	FY20 Base Budget	FY20 Decision Points	FY20 Proposed Budget
----------------	---------------------------	--------------------------	------------------------	----------------------------	----------------------------

Utilities/Water	311	375	265	285	-	285
FY20 Base Budget: Proration of New Administration Building expense						
Equipment Leasing	2,222	2,915	2,977	2,992	-	2,992
FY20 Base Budget: 40% copier lease and 100% postage meter lease						
Workers Comp. Insurance	392	312	396	376	173	549
FY20 Base Budget: Rate anticipated to decline 5% due to experience						
FY20 Decision Point: Conversion of DOR/ARCC Inspector position from part-time to full-time (added by the BOT during the 1st Budget Workshop)						
Printing	296	495	298	301	-	301
FY20 Base Budget: Envelopes and parking violation notices						
DOR Enforcement Expenses	2,790	1,300	4,480	4,199	-	4,199
FY19 Year-end Est.: Increase in involuntary power wash abatement						
FY20 Base Budget: Violation Abatement costs (power wash, etc.)						
Employee Clothing Allowance	207	200	398	403	-	403
FY20 Base Budget: Shirts for DOR/ARCC Inspectors						
Dues and Subscriptions	415	140	420	435	-	435
FY20 Base Budget: Florida Association of Code Enforcement membership annual renewal						
Sub-Total:	16,214	15,041	17,574	17,590	173	17,763

Maint. & Repairs

R & M Buildings	480	525	371	365	-	365
FY20 Base Budget: Proration of New Administration Building pest control and security monitoring expense						
R & M Equipment	975	650	375	1,847	-	1,847
FY20 Base Budget: Replacement of minor equipment as needed and two tablets per the computer replacement plan						
Vehicle Maintenance	-	822	822	884	-	884
FY20 Base Budget: Expenses incurred for departmental golf cart and mid-size truck						
Sub-Total:	1,455	1,997	1,568	3,096	-	3,096

Total Expenditures:	203,874	221,800	220,910	215,570	29,675	245,245
----------------------------	----------------	----------------	----------------	----------------	---------------	----------------

Total Revenues over Expenditures:	(181,246)	(208,800)	(201,910)	(197,070)	(29,675)	(226,745)
--	------------------	------------------	------------------	------------------	-----------------	------------------

FY20 Budget

Dept.							
Sub-Department		FY18	FY19	FY19	FY20	FY20	
Category		Actual	Revised	Est.	Base	Decision	
Description			Budget	Year-end	Budget	Points	
						FY20	
						Proposed	
						Budget	
Expenditures							
Resident Relations							
Community Watch							
Personnel Expenses							
P/T Wages		29,596	36,984	35,301	37,684	-	37,684
FY19 Year-end Est.: 1.4 FTE Community Watch Officers							
FY20 Base Budget: 1.4 FTE Community Watch Officers							
Overtime		54	-	-	75	-	75
Payroll Taxes		2,607	3,230	2,701	2,851	-	2,851
FY20 Base Budget: 7.65% of payroll							
Sub-Total:		32,258	40,214	38,002	40,610	-	40,610
Professional Expenses							
Professional Fees		17,630	36,000	29,450	36,000	-	36,000
FY20 Base Budget: Off-duty Brevard County Sheriff patrol program							
Sub-Total:		17,630	36,000	29,450	36,000	-	36,000
Supplies							
Operating Supplies		174	750	199	203	-	203
FY20 Base Budget: Batteries, paper, printed violation stickers, etc.							
Fuel		4,617	3,000	4,699	4,736	-	4,736
FY20 Base Budget: Fuel for mid-size truck patrols							
Sub-Total:		4,791	3,750	4,898	4,939	-	4,939
Other Gen. & Admin. Expenses							
Employee Recruitment & Testing		232	150	139	150	-	150
FY20 Base Budget: Cost of advertisements, background/drug checks and return to work physicals/lift tests							
Telephone, Internet, Cable		-	395	391	397	-	397
FY20 Base Budget: Community Watch Officers' shared cell phone							
Workers Comp. Insurance		147	117	194	184	-	184
FY20 Base Budget: Rate anticipated to decline 5% due to experience							
Employee Clothing Allowance		86	95	185	205	-	205
FY20 Base Budget: Shirts for Community Watch Officers							
Sub-Total:		465	757	909	936	-	936
Total Expenditures:		55,143	80,721	73,259	82,485	-	82,485
Total Revenues over Expenditures:		(55,143)	(80,721)	(73,259)	(82,485)	-	(82,485)

FY20 Budget

Dept.						
Sub-Department		FY19	FY19	FY20	FY20	FY20
Category	FY18	Revised	Est.	Base	Decision	Proposed
Description	Actual	Budget	Year-end	Budget	Points	Budget
Revenues						
Food & Beverage (roll-up)						
Charges for Services						
	Beverage Sales	759,168	766,450	815,862	844,823	- 844,823
	Food Sales	363,844	352,513	373,040	388,306	- 388,306
	Sub-Total:	1,123,012	1,118,963	1,188,902	1,233,129	- 1,233,129
Other Income						
	Vending Machine Income	840	1,310	1,625	1,655	- 1,655
	Miscellaneous Income General	1,640	5,944	18,645	24,997	- 24,997
	Sub-Total:	2,480	7,254	20,270	26,652	- 26,652
	Total Revenues:	1,125,492	1,126,217	1,209,172	1,259,781	- 1,259,781
Expenditures						
Food & Beverage (roll-up)						
Personnel						
	F/T Salaries	155,437	185,055	185,127	187,112	- 187,112
	P/T Wages	261,028	212,473	211,749	214,452	- 214,452
	Overtime	9,798	2,590	4,568	5,043	- 5,043
	Payroll Taxes	37,375	33,712	27,843	28,115	- 28,115
	401 A Benefit	1,847	2,552	1,867	1,885	- 1,885
	Medical/Dental/Life Insurance	31,679	53,725	55,765	75,318	- 75,318
	Sub-Total:	497,163	490,107	486,919	511,925	- 511,925
				-		
Professional Expenses						
	Professional Fees	4,645	1,375	2,053	2,707	- 2,707
	Sub-Total:	4,645	1,375	2,053	2,707	- 2,707
Supplies						
	Operating Supplies	12,774	10,858	17,379	17,443	- 17,443
	Cleaning Supplies	4,595	5,682	6,013	6,074	- 6,074
	Beverage Supplies	9,197	7,973	8,824	9,017	- 9,017
	Paper Supplies	15,614	14,184	15,955	16,145	- 16,145
	Fuel	51	195	65	69	- 69
	Sub-Total:	42,231	38,892	48,236	48,748	- 48,748

FY20 Budget

Dept.

Sub-Department		FY19	FY19	FY20	FY20	FY20
Category	FY18	Revised	Est.	Base	Decision	Proposed
Description	Actual	Budget	Year-end	Budget	Points	Budget
Other General & Administrative Expenses						
Employee Recruitment & Testing	4,015	2,155	1,992	1,649	-	1,649
Travel & Training	4,659	4,384	4,848	5,004	-	5,004
Telephone, Internet, Cable	14,877	16,424	14,948	15,054	-	15,054
Utilities/Electricity	3,571	4,186	3,849	3,978	-	3,978
Utilities/Propane	8,649	7,342	8,816	9,100	-	9,100
Utilities/Water	2,119	2,427	2,304	2,382	-	2,382
Utilities/Solid Waste-Gar/Rec	3,653	3,622	3,883	3,916	-	3,916
Equipment Leasing	8,848	7,881	14,467	14,326	-	14,326
Uniform Leasing	5,221	5,997	5,335	5,430	-	5,430
Workers Comp. Insurance	8,374	7,036	9,735	9,250	-	9,250
Advertising	1,298	2,175	5,040	5,177	-	5,177
Licenses, permits, lien fees	225	-	1,054	1,195	-	1,195
Dues & Subscriptions	6,641	8,152	6,872	7,255	-	7,255
Sub-Total:	72,151	71,781	83,143	83,716	-	83,716
Maintenance & Repairs						
R & M - Misc.	-	445	212	369	-	369
R & M Buildings	5,986	5,175	5,151	5,448	-	5,448
R & M Equipment	11,592	16,507	15,908	18,544	-	18,544
Sub-Total:	17,578	22,127	21,271	24,361	-	24,361
Operations						
Music & Entertainment	98,990	99,920	106,875	109,472	-	109,472
Food Cost of Sales	188,810	183,911	195,786	199,242	-	199,242
Beverage Cost of Sales	262,174	248,483	272,094	280,757	-	280,757
Soft Drink & CO2	32,776	37,479	41,940	43,792	-	43,792
Sub-Total:	582,749	569,793	616,695	633,263	-	633,263
Miscellaneous						
Cash Over/Short	(39)	-	-	-	-	-
Sub-Total:	(39)	-	-	-	-	-
Total Expenditures:	1,216,478	1,194,075	1,258,317	1,304,720	-	1,304,720
Total Revenues over Expenditures:	(90,986)	(67,858)	(49,145)	(44,940)	-	(44,940)

FY20 Budget

Dept.						
Sub-Department		FY19	FY19	FY20	FY20	FY20
Category	FY18	Revised	Est.	Base	Decision	Proposed
Description	Actual	Budget	Year-end	Budget	Points	Budget
Expenditures						
Food & Beverage						
Administration						
Personnel						
F/T Salaries	63,871	62,448	62,253	62,857	-	62,857
FY19 Year-end Est.: 1.0 FTE Food & Beverage Manager \$62,253						
FY20 Base Budget: 1.0 FTE Food & Beverage Manager \$62,858						
P/T Wages	14,008	18,696	17,613	17,784	-	17,784
FY19 Year-end Est.: 0.15 FTE Administrative Clerk \$3,147, 0.50 FTE Administrative Assistant \$14,466						
FY20 Base Budget: 0.15 FTE Administrative Clerk \$3,166, 0.50 FTE Administrative Assistant \$14,618						
Overtime	2,262	-	-	-	-	-
Payroll Taxes	6,138	7,072	6,109	6,169	-	6,169
FY20 Base Budget: 7.65% payroll tax						
401 A Benefit	1,794	1,897	1,867	1,885	-	1,885
FY20 Base Budget: One employee contribution						
Medical/Dental/Life Insurance	(108)	45	1,860	12,553	-	12,553
FY19 Year-end Est.: 2 months of 1 Medical \$10,604 = \$1,767, 2 months of 1 Dental \$311 = \$52, 1 Life \$41						
FY20 Base Budget: 1 Medical \$12,195 (15% increase), 1 Dental \$317 (2% increase), 1 Life \$41						
Sub-Total:	87,967	90,158	89,702	101,248	-	101,248
Professional Expenses						
Professional Fees	1,541	-	482	482	-	482
FY20 Base Budget: IT support						
Sub-Total:	1,541	-	482	482	-	482
Supplies						
Operating Supplies	682	609	653	668	-	668
FY20 Base Budget: Office operating supplies-printer toner, batteries, etc.						
Cleaning Supplies	-	-	-	-	-	-
Paper Supplies	-	169	111	125	-	125
FY20 Base Budget: Office card stock, file folders, pens, note books, etc.						
Sub-Total:	682	778	764	793	-	793
Other General & Administrative Expenses						
Employee Recruitment & Testing	-	50	65	-	-	-
Travel & Training	-	225	213	235	-	235
FY20 Base Budget: Continuing education for Food & Beverage Manager and/or Administrative Assistant						
Telephone, Internet, Cable	1,580	1,639	1,646	1,694	-	1,694
FY20 Base Budget: Food & Beverage Manager's office phone, Food & Beverage Manager and Administrative Assistant cell phones						

FY20 Budget

Dept.						
Sub-Department		FY19	FY19	FY20	FY20	FY20
Category	FY18	Revised	Est.	Base	Decision	Proposed
Description	Actual	Budget	Year-end	Budget	Points	Budget
Workers Comp. Insurance	1,908	1,520	1,908	1,813	-	1,813
FY20 Base Budget: Rate anticipated to decline 5% due to experience						
Dues & Subscriptions	81	-	-	-	-	-
Sub-Total:	3,569	3,434	3,832	3,742	-	3,742
Maintenance & Repairs						
R & M Equipment	-	325	195	275	-	275
FY20 Base Budget: Replacement/repair of office equipment as needed						
Sub-Total:	-	325	195	275	-	275
Total Expenditures:	93,759	94,695	94,975	106,540	-	106,540
Total Revenues over Expenditures:	(93,759)	(94,695)	(94,975)	(106,540)	-	(106,540)

FY20 Budget

Dept.			FY19	FY19	FY20	FY20	FY20
Sub-Department			Revised	Est.	Base	Decision	Proposed
Category		FY18	Budget	Year-end	Budget	Points	Budget
Description		Actual					
Revenues							
Food & Beverage							
Lounge							
Charges for Services							
Beverage Sales		355,703	358,979	359,588	371,609	-	371,609
FY19 Year-end Est.: Projections based on FYTD and trend analysis							
FY20 Base Budget: Based on 2.5% increase in beverage prices plus continued growth in sales							
Food Sales		58,661	72,166	60,258	62,559	-	62,559
FY19 Year-end Est.: Projections based on FYTD and trend analysis							
FY20 Base Budget: Based on 2.5% increase in food prices plus continued growth in sales							
Sub-Total:		414,364	431,145	419,846	434,168	-	434,168
Other Income							
Vending Machine Income		840	1,310	1,625	1,655	-	1,655
FY20 Base Budget: Based on trend analysis and assumption of status quo of dart machine receipts (leased machines with a 50/50 split in revenue between the vendor and BBRD).							
Miscellaneous Income General		-	1,995	1,915	2,200	-	2,200
FY20 Base Budget: New Year's Eve tickets (assumes modest increase in FY20) and New Year's Eve Pool 1 entrance fee							
Sub-Total:		840	3,305	3,540	3,855	-	3,855
Total Revenues:		415,204	434,450	423,386	438,023	-	438,023

Expenditures							
Food & Beverage							
Lounge							
Personnel							
F/T Salaries		21,448	23,425	22,589	22,419	-	22,419
FY19 Year-end Est.: 0.30 FTE Kitchen Supervisor \$9,641, 0.37 FTE Bar Supervisor \$7,464 and 0.37 FTE Bartender \$5,484							
FY20 Base Budget: 0.30 FTE Kitchen Supervisor \$10,383, 0.37 FTE Bar Supervisor \$5,895 and 0.37 FTE Bartender \$6,164							
P/T Wages		73,325	65,362	63,267	64,483	-	64,483
FY19 Year-end Est.: 1 FTE Cook \$23,561, 1.85 FTE Bartender \$26,936, 0.57 Server \$7,114, 0.19 FTE Crowd Monitor/Bar Back \$3,971 and 0.09 FTE Dishwasher \$1,685							
FY20 Base Budget: 1 FTE Cook \$23,420, 1.85 FTE Bartender \$28,860, 0.57 Server \$6,864, 0.19 FTE Crowd Monitor/Bar Back \$3,655 and 0.09 FTE Dishwasher \$1,684							
Overtime		353	155	219	227	-	227
Payroll Taxes		9,015	7,112	4,338	4,380	-	4,380
FY20 Base Budget: 7.65% payroll tax							

FY20 Budget

Dept.

Sub-Department

Category

Description

	FY18 Actual	FY19 Revised Budget	FY19 Est. Year-end	FY20 Base Budget	FY20 Decision Points	FY20 Proposed Budget
--	----------------	---------------------------	--------------------------	------------------------	----------------------------	----------------------------

Medical/Dental/Life Insurance	21,126	21,521	21,348	25,106	-	25,106
-------------------------------	--------	--------	--------	--------	---	--------

FY19 Year-end Est.: 2 medical \$10,309/person = \$20,618, 2 dental \$311/person = \$648, and 2 life \$41/person = \$82

FY20 Base Budget: 2 medical \$12,195/person (15% increase) = \$24,390; 2 dental/person \$317 (2% increase) = \$634; 2 life \$41/person = \$82

Sub-Total:	125,265	117,575	111,761	116,615	-	116,615
------------	---------	---------	---------	---------	---	---------

Professional Expenses

Professional Fees	1,446	925	574	633	-	633
-------------------	-------	-----	-----	-----	---	-----

FY20 Base Budget: IT support

Sub-Total:	1,446	925	574	633	-	633
------------	-------	-----	-----	-----	---	-----

Supplies

Operating Supplies	2,799	3,689	3,996	3,752	-	3,752
--------------------	-------	-------	-------	-------	---	-------

FY20 Base Budget: Glasses/flatware/utensils/tools/kitchen small wares/POS tape

Cleaning Supplies	1,382	1,658	1,654	1,667	-	1,667
-------------------	-------	-------	-------	-------	---	-------

FY20 Base Budget: Supplies to clean floors, dishes, counter tops

Beverage Supplies	5,181	5,000	4,984	5,041	-	5,041
-------------------	-------	-------	-------	-------	---	-------

FY20 Base Budget: Styrofoam and translucent cups, covers, straws, bar naps

Paper Supplies	7,223	6,784	7,346	7,422	-	7,422
----------------	-------	-------	-------	-------	---	-------

FY20 Base Budget: Paper boats, styrofoam plates, plastic utensils, take out containers, dinner napkins

Sub-Total:	16,586	17,131	17,980	17,882	-	17,882
------------	--------	--------	--------	--------	---	--------

Other General & Administrative Expenses

Employee Recruitment & Testing	1,621	795	924	755	-	755
--------------------------------	-------	-----	-----	-----	---	-----

FY20 Base Budget: Pre-employment expenses for new hires, background check, drug test and pre-employment physical

Travel & Training	2,166	2,225	2,196	2,223	-	2,223
-------------------	-------	-------	-------	-------	---	-------

FY20 Base Budget: Regulatory compliance training and shared expense for Hospitality Group industry specific service training for staff

Telephone, Internet, Cable	802	601	724	736	-	736
----------------------------	-----	-----	-----	-----	---	-----

FY20 Base Budget: Landline in Lounge, internet fees for POS service and payroll

Utilities/Electricity	1,553	1,854	1,633	1,695	-	1,695
-----------------------	-------	-------	-------	-------	---	-------

FY20 Base Budget: Lounge expense

Utilities/Propane	2,921	1,365	2,927	2,934	-	2,934
-------------------	-------	-------	-------	-------	---	-------

FY20 Base Budget: Lounge expense and share of Building A kitchen expense (cost shared with Special Events)

Utilities/Water	811	901	928	956	-	956
-----------------	-----	-----	-----	-----	---	-----

FY20 Base Budget: Lounge expense

Utilities/Solid Waste-Gar/Rec	1,461	1,632	1,688	1,694	-	1,694
-------------------------------	-------	-------	-------	-------	---	-------

FY20 Base Budget: Lounge expense

Equipment Leasing	2,051	1,891	2,034	2,056	-	2,056
-------------------	-------	-------	-------	-------	---	-------

FY20 Base Budget: Sirius radio, dishwasher

FY20 Budget

Dept.

Sub-Department		FY19	FY19	FY20	FY20	FY20
Category	FY18	Revised	Est.	Base	Decision	Proposed
Description	Actual	Budget	Year-end	Budget	Points	Budget
Uniform Leasing	2,639	2,984	2,658	2,732	-	2,732
FY20 Base Budget: Ongoing uniform leasing program, towels and kitchen staff aprons						
Workers Comp. Insurance	1,822	1,451	1,824	1,733	-	1,733
FY20 Base Budget: Rate anticipated to decline 5% due to experience						
Clothing Allowance	-	-	-	-	-	-
Advertising	458	-	188	275	-	275
FY20 Base Budget: Pro-rated cost of Tattler advertisements with the 19th Hole and Special Events						
Dues & Subscriptions	3,890	4,570	3,991	4,263	-	4,263
FY20 Base Budget: Pro-rated royalty fees, food & liquor license fees						
Sub-Total:	22,195	20,269	21,715	22,052	-	22,052
Maintenance & Repairs						
R & M - Misc.	-	125	114	115	-	115
FY20 Base Budget: Repairs made that are not building or equipment related to Food & Beverage operations						
R & M Buildings	3,394	2,850	2,994	3,078	-	3,078
FY20 Base Budget: Ongoing pest control for facility and traps around building. Repairs to the building specific to Food & Beverage operations						
R & M Equipment	5,408	7,360	6,232	7,567	-	7,567
FY19 Year-end Est.: New thermostat for walk in, ice machine moved to improve performance						
FY20 Base Budget: Share expense of outdoor bar & kegerator with Special Event sub department. Needed for Saturday night music and larger Lounge music events.						
Sub-Total:	8,803	10,335	9,340	10,760	-	10,760
Operations						
Music & Entertainment	56,138	54,590	56,226	56,994	-	56,994
FY20 Base Budget: Entertainment on Friday and Saturday nights. Karaoke and Trivia Night						
Food Cost of Sales	30,441	36,990	33,141	32,530	-	32,530
FY20 Base Budget: Purchase of food for lunch menu items, tacos, pizzas and sliders						
Beverage Cost of Sales	122,840	116,455	126,890	130,063	-	130,063
FY20 Base Budget: Purchase of alcoholic beverages, beer and wine to prepare and serve drinks						
Soft Drink & CO2	16,014	21,598	19,825	21,296	-	21,296
FY20 Base Budget: NuCO2 and non-alcoholic beverage purchases						
Sub-Total:	225,432	229,633	236,082	240,883	-	240,883
Miscellaneous						
Cash Over/Short	(22)	-	-	-	-	-
Sub-Total:	(22)	-	-	-	-	-
Total Expenditures:	399,705	395,868	397,452	408,825	-	408,825
Total Revenues over Expenditures:	15,499	38,582	25,934	29,197	-	29,197

FY20 Budget

Dept.							
Sub-Department			FY19	FY19	FY20	FY20	
Category		FY18	Revised	Est.	Base	Decision	
Description		Actual	Budget	Year-end	Budget	Points	
						FY20	
						Proposed	
						Budget	
Revenues							
Food & Beverage							
19th Hole							
Charges for Services							
	Beverage Sales	261,220	241,540	281,451	288,487	-	288,487
	FY19 Year-end Est.: Projections based on FYTD and trend analysis						
	FY20 Base Budget: Based on 2.5% increase in beverage prices plus continued growth in sales						
	Food Sales	169,123	144,178	164,363	168,472	-	168,472
	FY19 Year-end Est.: Projections based on FYTD and trend analysis						
	FY20 Base Budget: Based on 2.5% increase in food prices plus continued growth in sales						
	Sub-Total:	430,344	385,718	445,814	456,959	-	456,959
Other Income							
	Miscellaneous Income General	-	995	975	1,125	-	1,125
	FY20 Base Budget: Football championship game reserved seating ticket sales with price increase						
	Sub-Total:	-	995	975	1,125	-	1,125
	Total Revenues:	430,344	386,713	446,789	458,084	-	458,084
Expenditures							
Food & Beverage							
19th Hole							
Personnel							
	F/T Salaries	60,525	71,643	71,542	72,815	-	72,815
	FY19 Year-end Est.: 0.40 FTE Kitchen Supervisor \$12,854, 0.92 FTE Lead Cook \$25,812, 0.70 FTE Cook \$19,828, 0.37 FTE Bar Supervisor \$7,464 and 0.37 FTE Bartender \$5,584						
	FY20 Base Budget: 0.40 FTE Kitchen Supervisor \$13,844, 0.92 FTE Lead Cook \$27,862, 0.70 FTE Cook \$20,020, 0.37 FTE Bar Supervisor \$5,387 and 0.37 FTE Bartender \$5,702						
	P/T Wages	113,738	72,340	81,862	82,702	-	82,702
	FY19 Year-end Est.: 1.90 FTE Cook \$46,968; 1.35 FTE Bartender \$16,020; 1.50 FTE Server \$17,180; 0.01 FTE Crowd Monitor/Bar Back \$188; 0.08 FTE Dishwasher \$1,506						
	FY20 Base Budget: 1.90 FTE Cook \$47,424; 1.35 FTE Bartender \$16,388; 1.50 FTE Server \$17,180; 0.01 FTE Crowd Monitor/Bar Back \$190; 0.08 FTE Dishwasher \$1,520						
	Overtime	4,218	2,235	1,995	2,138	-	2,138
	FY20 Base Budget: Required when faced with part-time employees exceeding Obamacare cap of hours they can work						
	Payroll Taxes	16,368	12,733	11,414	11,525	-	11,525
	FY20 Base Budget: 7.65% payroll tax						
	401 A Benefit	52	459	-	-	-	-
	FY19 Year-end Est.: Employee who participated separated prior to start of FY19						

FY20 Budget

Dept.							
Sub-Department		FY18	FY19	FY19	FY20	FY20	
Category		Actual	Revised	Est.	Base	Decision	
Description			Budget	Year-end	Budget	Points	
						FY20	
						Proposed	
						Budget	
Medical/Dental/Life Insurance		10,662	28,953	32,557	37,659	-	37,659
FY19 Year-end Est.: 3 medical \$10,604/person = \$31,812, 2 dental \$311/person = \$622, and 3 life \$41/person = \$123							
FY20 Base Budget: 3 medical \$12,195/person (15% increase) = \$36,585, 3 dental/person \$317 (2% increase) = \$951, 3 life \$41/person = \$123							
Sub-Total:		205,562	188,363	199,370	206,839	-	206,839
Professional Expenses							
Professional Fees		1,658	450	997	1,592	-	1,592
FY20 Base Budget: IT support							
Sub-Total:		1,658	450	997	1,592	-	1,592
Supplies							
Operating Supplies		4,004	4,575	4,892	4,933	-	4,933
FY20 Base Budget: Glasses/flatware/dishes/utensils/tools/kitchen small wares/POS tape							
Cleaning Supplies		3,213	4,024	4,359	4,407	-	4,407
FY20 Base Budget: Supplies to clean floors, dishes, counter tops							
Beverage Supplies		2,692	2,285	2,451	2,549	-	2,549
FY20 Base Budget: Styrofoam and translucent cups, covers, straws, bar naps							
Paper Supplies		7,729	6,551	7,821	7,874	-	7,874
FY20 Base Budget: Paper boats, styrofoam plates, plastic utensils, take out containers, dinner napkins							
Fuel		51	195	65	69	-	69
FY20 Base Budget: Van expense							
Sub-Total:		17,689	17,630	19,588	19,832	-	19,832
Other General & Administrative Expenses							
Employee Recruitment & Testing		2,359	1,195	981	862	-	862
FY20 Base Budget: Pre-employment expenses for new hires, background check, drug test and pre-employment physical							
Travel & Training		2,494	1,934	2,439	2,546	-	2,546
FY20 Base Budget: Regulatory Compliance alcohol training and shared cost of Hospitality group industry specific service training for staff							
Telephone, Internet, Cable		12,383	14,184	12,578	12,624	-	12,624
FY20 Base Budget: 19th Hole land line, Internet, Direct TV & NFL ticket							
Utilities/Electricity		2,018	2,332	2,216	2,283	-	2,283
FY20 Base Budget: 19th Hole expense							
Utilities/Propane		4,009	3,680	4,156	4,267	-	4,267
FY20 Base Budget: 19th Hole expense							
Utilities/Water		1,308	1,526	1,376	1,426	-	1,426
FY20 Base Budget: 19th Hole expense							
Utilities/Solid Waste-Gar/Rec		973	1,159	1,089	1,097	-	1,097
FY20 Base Budget: 19th Hole expense							
Equipment Leasing		2,845	3,315	3,468	3,271	-	3,271
FY20 Base Budget: Sirius radio and 2 dishwashers							

FY20 Budget

Dept.

Sub-Department

Category

Description

	FY18 Actual	FY19 Revised Budget	FY19 Est. Year-end	FY20 Base Budget	FY20 Decision Points	FY20 Proposed Budget
Uniform Leasing	2,581	3,013	2,677	2,698	-	2,698
FY20 Base Budget: Ongoing uniform leasing program-chef's uniforms, front of the house polos, towels and aprons						
Workers Comp. Insurance	3,175	2,785	3,492	3,317	-	3,317
FY20 Base Budget: Rate anticipated to decline 5% due to experience						
Advertising	720	-	1,200	1,225	-	1,225
FY20 Base Budget: Pro-rated advertising fees in the Tattler with the Lounge and Special Events						
Dues & Subscriptions	1,345	2,008	1,555	1,605	-	1,605
FY20 Base Budget: Prorated royalty fees, food and liquor license						
Sub-Total:	36,210	37,131	37,227	37,221	-	37,221

Maintenance & Repairs

R & M - Misc	-	320	98	254	-	254
FY20 Base Budget: Repairs made that are not building or equipment related to Food & Beverage operations						
R & M Buildings	1,749	1,950	1,738	1,899	-	1,899
FY20 Base Budget: Ongoing pest control for facility and traps around building. Repairs to the building specific to the Food & Beverage operations.						
R & M Equipment	4,555	7,822	8,254	8,156	-	8,156
FY20 Base Budget: Repairs to refrigeration and maintenance cleaning agreement for ice machine, equipment purchases for cooking food and/or beverages						
Sub-Total:	6,304	10,092	10,090	10,309	-	10,309

Operations

Music & Entertainment	15,538	11,295	15,455	15,655	-	15,655
FY20 Base Budget: Music on Thursdays and Karaoke on Saturdays						
Food Cost of Sales	87,763	78,005	85,468	87,605	-	87,605
FY20 Base Budget: Products purchased to prepare menu items						
Beverage Cost of Sales	90,211	80,005	88,304	89,430	-	89,430
FY20 Base Budget: Alcoholic beverages, beer and wine purchased to prepare and serve drinks						
Soft Drink & CO2	13,408	14,691	14,786	14,982	-	14,982
FY20 Base Budget: NuCO2 and non-alcoholic beverage purchases						
Sub-Total:	206,920	183,996	204,013	207,672	-	207,672

Miscellaneous

Cash Over/Short	(7)	-	-	-	-	-
Sub-Total:	(7)	-	-	-	-	-

Total Expenditures: 474,336 437,662 471,285 483,465 - 483,465

Total Revenues over Expenditures: (43,993) (50,949) (24,496) (25,381) - (25,381)

FY20 Budget

Dept.						
Sub-Department			FY19	FY19	FY20	FY20
Category	FY18	Revised	Est.	Base	Decision	FY20
Description	Actual	Budget	Year-end	Budget	Points	Proposed
						Budget
Revenues						
Food & Beverage						
Pasta Night						
Charges for Services						
Beverage Sales	31,066	29,267	31,376	32,160	-	32,160
FY19 Year-end Est: Projections based on FYTD and trend analysis						
FY20 Base Budget: Based on 2.5% increase in beverage prices plus continued growth in sales						
Food Sales	37,728	32,545	39,614	40,604	-	40,604
FY19 Year-end Est.: Projections based on FYTD and trend analysis						
FY20 Base Budget: Based on 2.5% increase in food prices plus continued growth in sales						
Sub-Total:	68,794	61,812	70,990	72,764	-	72,764
Total Revenues:	68,794	61,812	70,990	72,764	-	72,764
Expenditures						
Food & Beverage						
Pasta Night						
Personnel						
F/T Salaries	4,804	7,817	9,066	9,153	-	9,153
FY19 Year-end Est.: 0.10 FTE Kitchen Supervisor \$3,428, 0.10 FTE Lead Cook \$2,999, 0.08 FTE Bar Supervisor \$1,154 and 0.09 FTE Bartender \$1,485						
FY20 Base Budget: : 0.10 FTE Kitchen Supervisor \$3,461, 0.10 FTE Lead Cook \$3,028, 0.08 FTE Bar Supervisor \$1,165 and 0.09 FTE Bartender \$1,499						
P/T Wages	10,347	9,696	7,595	7,669	-	7,669
FY19 Year-end Est.: 0.05 FTE Cook \$1,239, 0.15 FTE Bartender \$1,654, 0.16 FTE Server \$2,366, 0.06 FTE Host \$709 and 0.09 FTE Dishwasher \$1,627						
FY20 Base Budget: 0.05 FTE Cook \$1,262, 0.15 FTE Bartender \$1,682, 0.16 FTE Server \$2,398, 0.06 FTE Host \$716 and 0.09 FTE Dishwasher \$1,611						
Payroll Taxes	1,203	1,410	1,261	1,274	-	1,274
FY20 Base Budget: 7.65% payroll tax						
Sub-Total:	16,354	18,923	17,922	18,096	-	18,096
Supplies						
Operating Supplies	-	80	34	55	-	55
FY20 Base Budget: Small wares purchases specific to Pasta Night						
Sub-Total:	-	80	34	55	-	55

FY20 Budget

Dept.						
Sub-Department		FY19	FY19	FY20	FY20	FY20
Category	FY18	Revised	Est.	Base	Decision	Proposed
Description	Actual	Budget	Year-end	Budget	Points	Budget
Other General & Administrative Expenses						
Employee Recruitment & Testing	35	40	22	32	-	32
FY20 Base Budget: Pre-employment expenses for new hires, background check, drug test and pre-employment physical						
Utilities/Solid Waste-Gar/Rec	216	216	219	224	-	224
FY20 Base Budget: Pasta Night expense						
Workers Comp. Insurance	472	376	529	504	-	504
FY20 Base Budget: Rate anticipated to decline 5% due to experience						
Sub-Total:	723	632	770	760	-	760
Maintenance & Repairs						
R & M Buildings	276	125	118	127	-	127
FY20 Base Budget: Pro-rated expense for building repairs specific to Food & Beverage operations						
Sub-Total:	276	125	118	127	-	127
Operations						
Music & Entertainment	2,025	2,400	3,595	3,599	-	3,599
FY20 Base Budget: Higher quality of music has led to higher customer satisfaction in D/E						
Food Cost of Sales	19,578	17,104	20,599	21,114	-	21,114
FY20 Base Budget: Products purchased to prepare menu items						
Beverage Cost of Sales	10,729	9,658	10,981	11,256	-	11,256
FY20 Base Budget: Alcoholic beverages, beer and wine purchased to prepare and serve drinks						
Soft Drink & CO2	13	624	155	160	-	160
FY20 Base Budget: NuCO2 and non-alcoholic beverage purchases						
Sub-Total:	32,345	29,786	35,330	36,129	-	36,129
Miscellaneous						
Cash Over/Short	-	-	-	-	-	-
Sub-Total:	-	-	-	-	-	-
Total Expenditures:	49,698	49,546	54,174	55,167	-	55,167
Total Revenues over Expenditures:	19,096	12,266	16,816	17,597	-	17,597

FY20 Budget

Dept.						
Sub-Department		FY19	FY19	FY20	FY20	FY20
Category	FY18	Revised	Est.	Base	Decision	FY20
Description	Actual	Budget	Year-end	Budget	Points	Proposed
						Budget
Revenues						
Food & Beverage						
Special Events						
Charges for Services						
Beverage Sales	111,178	136,664	143,447	152,567	-	152,567
FY19 Year-end Est.: Projections based on FYTD and trend analysis						
FY20 Base Budget: Based on 2.5% increase in beverage prices plus continued growth in sales						
Food Sales	98,332	103,624	108,805	116,671	-	116,671
FY19 Year-end Est.: Projections based on FYTD and trend analysis						
FY20 Base Budget: Based on 2.5% increase in food prices plus continued growth in sales						
Sub-Total:	209,510	240,288	252,252	269,238	-	269,238
Other Income						
Miscellaneous Income General	1,640	2,954	15,755	21,672	-	21,672
FY20 Base Budget: Ticket sales, merchandise sales, donation						
Sub-Total:	1,640	2,954	15,755	21,672	-	21,672
Total Revenues:	211,150	243,242	268,007	290,910	-	290,910

Expenditures

Food & Beverage

Special Events

Personnel

F/T Salaries	4,790	19,722	19,677	19,868	-	19,868
FY19 Year-end Est.: 0.20 FTE Kitchen Supervisor \$6,855, 0.30 FTE Cook \$8,497, 0.18 FTE Bar Supervisor \$2,840 and 0.09 FTE Bartender \$1,485						
FY20 Base Budget: 0.20 FTE Kitchen Supervisor \$6,922, 0.30 FTE Cook \$8,580, 0.18 FTE Bar Supervisor \$2,867 and 0.09 FTE Bartender \$1,499						
P/T Wages	49,611	46,379	41,412	41,814	-	41,814
FY19 Year-end Est.: 0.38 FTE Catering Coordinator \$11,909, 0.70 FTE Cook \$18,091, 0.55 FTE Bartender \$6,265, 0.26 FTE Server \$2,897, 0.05 FTE Crowd Monitor/Bar Back \$591 and 0.07 FTE Dishwasher \$1,659						
FY20 Base Budget: 0.38 FTE Catering Coordinator \$12,025, 0.70 FTE Cook \$18,267, 0.55 FTE Bartender \$6,326, 0.26 FTE Server \$2,925, 0.05 FTE Crowd Monitor/Bar Back \$596 and 0.07 FTE Dishwasher \$1,675						
Overtime	2,964	200	2,354	2,678	-	2,678
Payroll Taxes	4,651	5,385	4,721	4,767	-	4,767
FY20 Base Budget: 7.65% payroll tax						
401 A Benefit	-	196	-	-	-	-
FY19 Year-end Est.: Employee who planned to participate separated prior to start of FY19						
Medical/Dental/Life Ins.	-	3,206	-	-	-	-
FY19 Year-end Est.: Employee who planned to participate separated prior to start of FY19						
Sub-Total:	62,016	75,088	68,164	69,127	-	69,127

FY20 Budget

Dept.						
Sub-Department		FY19	FY19	FY20	FY20	FY20
Category	FY18	Revised	Est.	Base	Decision	Proposed
Description	Actual	Budget	Year-end	Budget	Points	Budget
Supplies						
Operating Supplies	5,288	1,905	7,804	8,035	-	8,035
FY20 Base Budget: Festival merchandise purchases, bar glasses, plates, utensils, plates, flatware, chafing dishes, serving dishes						
Beverage Supplies	1,324	688	1,389	1,427	-	1,427
FY20 Base Budget: Styrofoam and translucent cups, covers, straws, bar naps						
Paper Supplies	662	680	677	724	-	724
FY20 Base Budget: Paper boats, styrofoam plates, plastic utensils, take out containers, dinner napkins						
Sub-Total:	7,275	3,273	9,870	10,186	-	10,186
Other General & Administrative Expenses						
Employee Recruitment & Testing	-	75	-	-	-	-
Telephone, Internet, Cable	112	-	-	-	-	-
Utilities/Propane	1,720	2,297	1,733	1,899	-	1,899
FY20 Base Budget: Propane used for special events grill, Bldg A fryer and stove Share cost with Lounge						
Utilities/Solid Waste-Gar/Rec	1,003	615	887	901	-	901
FY20 Base Budget: Special Events expense						
Equipment Leasing	3,952	2,675	8,965	8,999	-	8,999
FY20 Base Budget: Ice truck for special events, stage, generator, lights, portlets, refrigeration truck, chairs for festival						
Workers Comp. Insurance	997	904	1,982	1,883	-	1,883
FY20 Base Budget: Rate anticipated to decline 5% due to experience						
Advertising	120	2,175	3,652	3,677	-	3,677
FY20 Base Budget: Festival advertising, tattler ads, website domain fees						
Licenses, permits, lien fees	225		1,054	1,195		1,195
FY20 Base Budget: Three special event permits, three temporary license extensions						
Dues & Subscriptions	1,325	1,574	1,326	1,387	-	1,387
FY20 Base Budget: Food license for Building A, pro-rated cost of liquor license, pro-rated royalty fees						
Sub-Total:	9,453	10,315	19,599	19,941	-	19,941
Maintenance & Repairs						
R & M Buildings	566	250	301	344	-	344
FY20 Base Budget: Repairs made that are not building or equipment related to Food & Beverage operations						
R&M Equipment	1,629	1,000	1,227	2,546	-	2,546
FY19 Year-end Est.: Expense for single door refrigeration unit and miscellaneous						
FY20 Base Budget: Expense for portable outdoor bar, kegerator needed for outdoor events and miscellaneous						
Sub-Total:	2,195	1,250	1,528	2,890	-	2,890
Operations						
Music & Entertainment	25,290	31,635	31,599	33,224	-	33,224
FY20 Base Budget: Music Bingo, music for street dances, special events and ticketed events						

FY20 Budget

Dept.

Sub-Department		FY19	FY19	FY20	FY20	FY20
Category	FY18	Revised	Est.	Base	Decision	Proposed
Description	Actual	Budget	Year-end	Budget	Points	Budget
Food Cost of Sales	51,028	51,812	56,578	57,993	-	57,993
FY20 Base Budget: Products purchased for the execution of menu items						
Beverage Cost of Sales	38,395	42,365	45,919	50,008	-	50,008
FY20 Base Budget: Alcoholic beverages, beer and wine purchased to prepare and serve drinks						
Soft Drink & CO2	3,340	566	7,174	7,354	-	7,354
FY20 Base Budget: NuCO2 and non-alcoholic beverage purchases						
Sub-Total:	118,053	126,378	141,270	148,579	-	148,579
Miscellaneous						
Cash Over/Short	(11)	-	-	-	-	-
Sub-Total:	(11)	-	-	-	-	-
Total Expenditures:	198,980	216,304	240,431	250,723	-	250,723
Total Revenues over Expenditures:	12,170	26,938	27,576	40,187	-	40,187

FY20 Budget

Dept.						
Sub-Department		FY19	FY19	FY20	FY20	FY20
Category	FY18	Revised	Est.	Base	Decision	Proposed
Description	Actual	Budget	Year-end	Budget	Points	Budget
Revenues						
Golf - Pro Shop						
Charges for Services						
Golf Memberships	227,363	211,863	210,986	214,587	-	214,587
FY19 Year-end Est.: Continued demographical changes in BBRD memberships: based on 285 memberships resulting in 404 members. FY18 had 289 memberships resulting in 418 members. FY17 had 327 memberships resulting in 499 members. There are seven less family memberships this year.						
FY20 Base Budget: Based on 281 memberships and on current industry trends and evolving demographic of new residents into BBRD						
Non Resident Golf User Fee	960	750	1,100	1,000	-	1,000
FY19 Year-end Est.: Based on non-resident golfers joining membership						
FY20 Base Budget: Based on anticipated number of non-resident golfers obtaining memberships and golfers buying a resident user card to use the facilities as a BBRD resident						
Fleet Golf Cart Rentals	82,290	80,100	80,046	82,002	-	82,002
FY19 Year-end Est.: Based on less members obtaining trail fees, yet utilizing our fleet carts for play						
FY20 Base Budget: Based on non-member historical cart rental						
Private Golf Cart Fees	79,296	85,000	84,957	86,995	-	86,995
FY19 Year-end Est.: Based on membership obtaining trail fees						
FY20 Base Budget: Based on anticipated membership renewal and trail fee historical data						
Handicap Fees	5,415	5,820	7,740	6,980	-	6,980
FY19 Year-end Est.: Based on number of players who purchased handicap for league play						
FY20 Base Budget: Based on historical fees collected for individuals wishing to play in BBRD leagues, events, and tournaments						
Golf Club Storage	330	500	330	385	-	385
FY20 Base Budget: Based on historical usage						
Practice Range	2,636	2,500	2,189	2,478	-	2,478
FY20 Base Budget: Based on usage trends						
Greens Fees	139,332	149,151	141,505	143,650	-	143,650
FY20 Base Budget: Based on tee time availability and general public play						
Golf Rental Equipment	1,920	1,375	2,412	2,395	-	2,395
FY20 Base Budget: Based on rental equipment usage trends						
Sub-Total:	539,542	537,059	531,265	540,472	-	540,472
Other Income						
Merchandise Sales	65,183	74,300	69,974	71,987	-	71,987
FY19 Year-end Est.: Based on pro shop and street dance sales						
FY20 Base Budget: Based on Pro Shop, street dances and Festival sales and events						

FY20 Budget

Dept.

Sub-Department

Category

Description

	FY18 Actual	FY19 Revised Budget	FY19 Est. Year-end	FY20 Base Budget	FY20 Decision Points	FY20 Proposed Budget
Miscellaneous Income General	1,077	2,250	1,546	1,775	-	1,775
FY20 Base Budget: Based on receipts that do not fit into other line items, Membership Processing Fees, copy etc.						
Sub-Total:	66,260	76,550	71,520	73,762	-	73,762
Total Revenues:	605,801	613,609	602,785	614,234	-	614,234

Expenditures

Golf - Pro Shop

Personnel Expenses

F/T Salaries	153,557	131,435	136,784	138,112	-	138,112
FY19 Year-end Est.: 1.0 FTE Golf Operations Manager \$67,424, 1.0 FTE Associate Golf Professional \$39,511 and 1.0 FTE (Golf) Clerk \$29,849						
FY20 Base Budget: 1.0 FTE Golf Operations Manager \$68,078, 1.0 FTE Associate Golf Professional \$39,894 and 1.0 FTE (Golf) Clerk \$30,139						
P/T Wages	44,745	54,689	54,862	55,427	-	55,427
FY19 Year-end Est.: 1.0 FTE (Golf) Clerk \$22,022; 1.20 FTE Player Assistant \$22,520; and 0.43 FTE Player Assistant/Cart Tech \$10,320						
FY20 Base Budget: 1.0 FTE (Golf) Clerk \$22,268; 1.20 FTE Player Assistant \$22,739; and 0.43 FTE Player Assistant/Cart Tech \$10,420						
Overtime	666	-	-	-	-	-
Special Pay	718	-	520	-	-	-
Payroll Taxes	15,600	16,885	14,701	14,806	-	14,806
FY20 Base Budget: 7.65% of payroll						
401 A Benefit	3,577	4,107	4,104	4,143	-	4,143
FY20 Base Budget: 3 employees contributing						
Medical/Dental/Life Insurance	6,091	10,444	11,038	12,635	-	12,635
FY19 Year-end Est.: 1 Medical \$10,604, 1 Dental \$311, 3 Life \$41/person = \$123						
FY20 Base Budget: 1 Medical \$12,195 (15% increase), 1 Dental \$317 (2% increase), 3 Life \$41/person = \$123						
Sub-Total:	224,954	217,560	222,009	225,123	-	225,123

Professional Expenses

Professional Fees	2,201	1,700	798	825	-	825
FY20 Base Budget: IT maintenance						
Software Renewal/Support Fees	1,860	1,860	1,860	1,860	-	1,860
FY20 Base Budget: Toro Irrigation Software						
Sub-Total:	4,061	3,560	2,658	2,685	-	2,685

Supplies

Operating Supplies	8,944	12,150	9,977	10,000	-	10,000
FY20 Base Budget: Items for daily operations and tournament expenses						
Sub-Total:	8,944	12,150	9,977	10,000	-	10,000

FY20 Budget

Dept.						
Sub-Department		FY19	FY19	FY20	FY20	FY20
Category	FY18	Revised	Est.	Base	Decision	Proposed
Description	Actual	Budget	Year-end	Budget	Points	Budget
Other Gen. & Admin. Expenses						
Property Taxes	-	1,365	1,365	1,365	-	1,365
FY20 Base Budget: Paid on leased equipment						
Employee Recruitment & Testing	436	500	425	450	-	450
FY20 Base Budget: Cost of advertisements, background/drug checks and return to work physicals/lift tests						
Travel and Training	250	2,500	2,438	2,450	-	2,450
FY20 Base Budget: Educational conferences or seminars needed for Golf Operations Manager and Associate Golf Professional to maintain current certification						
Telephone, Internet, Cable	4,297	4,907	3,998	4,073	-	4,073
FY20 Base Budget: Phone lines, Wi-Fi and internet speed capability for POS Systems						
Tournament Expenses	425	-	-	-	-	-
FY19 Year-end Est.: Use of this account ceased in FY18						
Utilities/Electricity	21,249	17,250	22,345	23,096	-	23,096
FY20 Base Budget: For pro shop, cart barn, restrooms on course, and maintenance facilities						
Utilities/Water	6,947	8,459	7,129	7,203	-	7,203
FY20 Base Budget: For pro shop, cart barn, restrooms on course, and maintenance facilities						
Utilities/Solid Waste - Gar/Rec.	9,239	8,300	8,644	8,731	-	8,731
FY20 Base Budget: For pro shop, cart barn, restrooms on course, and maintenance facilities						
Equipment Leasing	32,404	29,209	29,252	29,252	-	29,252
FY20 Base Budget: Yamaha fleet lease \$24,156/year, maintenance office trailer rental \$1,080/year, copier lease \$4,016/year						
Workers Comp. Insurance	4,362	4,362	4,832	4,590	-	4,590
FY20 Base Budget: Rate anticipated to decline 5% due to experience						
Advertising	4,929	2,900	2,880	2,891	-	2,891
FY20 Base Budget: Advertisement costs for newspapers, flyers, banners, and electronic media						
Employee Clothing Allowance	-	1,300	-	-	-	-
Dues and Subscriptions	6,814	6,813	7,350	7,350	-	7,350
FY20 Base Budget: FSGA dues \$288, GHIN Handicap Fees \$5,436, USGA \$260, PGA \$1,078 and web hosting \$288						
Sub-Total:	91,352	87,865	90,658	91,451	-	91,451

Maint. & Repairs

Golf Course Maintenance	441,812	456,759	443,465	456,769	-	456,769
FY20 Base Budget: Cost for maintenance services per the maintenance contract						
R & M Buildings	7,567	4,900	4,890	5,900	-	5,900
FY19 Year-end Est.: Repairs of aging facility including new insulation						
FY20 Base Budget: Ongoing repairs of aging facilities as needed						

FY20 Budget

Dept.						
Sub-Department		FY19	FY19	FY20	FY20	FY20
Category	FY18	Revised	Est.	Base	Decision	Proposed
Description	Actual	Budget	Year-end	Budget	Points	Budget
R & M Grounds	41,367	44,800	39,990	39,000	-	39,000
FY19 Year-end Est.: Golf course repairs not covered by maintenance service contract to include drainage, tree service, mulching tee stations, bunker sand for annual maintenance upkeep, annual nematode infestation treatment \$6,000, irrigation components, and golf course safety issues that may arise spontaneously						
FY20 Base Budget: Golf course repairs not covered by maintenance service contract to include drainage, tree service, mulching tee stations, bunker sand for annual maintenance upkeep, annual nematode infestation treatment \$6,000, irrigation components, and golf course safety issues that may arise spontaneously						
R & M Equipment	7,343	5,012	17,353	7,100	-	7,100
FY19 Year-end Est.: Jockey Pump and Jockey Pump Motor Replacement and service \$5,567, HDPE Water Line replacement \$2,300, VFD Controller replacement \$4,070, Irrigation Pump System Maintenance \$826, Anchor Marine Environmental Services Dredge and replacement of Jockey Pump Intake piping \$3,900. Replacement of operations manager server, replacement of Pro Shop computer (ASUS) \$710						
FY20 Base Budget: Annual irrigation pumps service to maintain pumps in optimal working order, irrigation intake service and dredging to ensure shells and waste does not enter intake, servicing of pump shafts, packing, and electrical components if needed. Replacement of Pro Shop POS Computer (2 each).						
Sub-Total:	498,089	511,471	505,698	508,769	-	508,769
Operations						
Merchandise Cost of Sales	50,103	44,500	43,850	45,625	-	45,625
FY20 Base Budget: Based on buying plan for merchandise sales to golfers and increased sales opportunities through street dances and festivals						
Sub-Total:	50,103	44,500	43,850	45,625	-	45,625
Miscellaneous						
Cash Over/Short	(17)	-	-	-	-	-
Sub-Total:	(17)	-	-	-	-	-
Total Expenditures:	877,486	877,106	874,850	883,653	-	883,653
Total Revenues over Expenditures:	(271,684)	(263,497)	(272,065)	(269,419)	-	(269,419)

FY20 Budget

Dept. Sub-Department Category	FY18 Actual	FY19 Revised Budget	FY19 Est. Year-end	FY20 Base Budget	FY20 Decision Points	FY20 Proposed Budget
Revenues						
Property Services (roll-up)						
Charges for Services						
Recreation Fees	333,203	290,000	342,750	338,250	-	338,250
Badge & Additional SMF	-	-	45,105	44,300	-	44,300
Total Revenues:	333,203	290,000	387,855	382,550	-	382,550
Expenditures						
Property Services (roll-up)						
Personnel Expenses						
F/T Salaries	393,277	489,837	472,071	483,412	-	483,412
P/T Wages	358,652	412,703	390,292	394,082	-	394,082
Overtime	10,859	1,552	8,586	2,843	-	2,843
Special Pay	10,088	3,234	6,413	6,815	-	6,815
Payroll Taxes	60,054	79,674	66,001	67,128	-	67,128
401 A Benefit	3,216	4,236	2,403	2,427	-	2,427
Medical/Dental/Life Insurance	86,953	128,334	98,457	112,823	-	112,823
Sub-Total:	923,098	1,119,570	1,044,223	1,069,530	-	1,069,530
Professional Expenses						
Professional Fees	438	-	611	724	-	724
Sub-Total:	438	-	611	724	-	724
Supplies						
Operating Supplies	10,521	12,175	12,647	11,354	-	11,354
Cleaning Supplies	33,562	22,607	22,501	23,128	-	23,128
Chlorine	33,948	34,057	34,057	35,033	-	35,033
Chemicals	-	1,500	1,465	2,374	-	2,374
Small Tools & Hardware	10,399	8,000	10,560	11,042	-	11,042
Fuel	15,661	14,846	13,801	14,403	-	14,403
Sub-Total:	104,091	93,185	95,031	97,334	-	97,334
Other Gen. & Admin. Expenses						
Employee Recruitment & Testing	4,040	3,200	1,877	1,961	-	1,961
Travel and Training	2,153	2,900	3,122	3,188	2,060	5,248
Telephone, Internet, Cable	9,796	9,355	9,981	10,196	-	10,196
Utilities/Electricity	42,437	42,428	42,978	44,495	-	44,495
Utilities/Water	26,717	23,446	24,174	24,517	-	24,517
Utilities/Propane	10,993	14,476	8,412	9,493	-	9,493
Utilities/Solid Waste - Garb/Rec.	15,187	10,635	11,971	12,359	-	12,359
Utilities/Portable Toilets	7,636	6,195	8,355	8,102	-	8,102
Equipment Leasing	15,325	4,250	8,129	8,992	-	8,992

FY20 Budget

Dept.		FY19	FY19	FY20	FY20	FY20
Sub-Department	FY18	Revised	Est.	Base	Decision	Proposed
Category	Actual	Budget	Year-end	Budget	Points	Budget
Resident Activities	17,079	13,800	15,478	14,750	-	14,750
Workers Comp. Insurance	30,127	26,565	33,372	31,684	-	31,684
Licenses, Permits, Lien Fees	1,246	1,800	1,751	1,776	-	1,776
Employee Clothing Allowance	3,010	7,276	5,088	5,088	-	5,088
Dues and Subscriptions	2,656	2,906	2,788	3,886	-	3,886
Sub-Total:	188,402	169,232	177,476	180,487	2,060	182,547
Maint. & Repairs						
R & M - Misc	-	22,500	6,552	22,473	-	22,473
R & M Buildings	61,832	35,850	52,628	41,591	-	41,591
R & M Grounds	67,004	68,200	42,067	42,845	-	42,845
R & M Equipment	26,405	34,554	30,090	27,706	-	27,706
R & M Pools	20,380	15,252	15,136	15,601	-	15,601
Vehicle Maintenance	3,104	4,860	4,780	4,821	-	4,821
Sub-Total:	178,725	181,216	151,253	155,037	-	155,037
Capital Outlay						
Capital Outlay	16,051	-	-	-	-	-
Sub-Total:	16,051	-	-	-	-	-
Total Expenditures:	1,410,804	1,563,203	1,468,594	1,503,112	2,060	1,505,172
Total Revenues over Expenditures:	(1,077,600)	(1,273,203)	(1,080,739)	(1,120,562)	(2,060)	(1,122,622)

FY20 Budget

Dept.		FY19	FY19	FY20	FY20	FY20
Sub-Department	FY18	Revised	Est.	Base	Decision	FY20
Category	Actual	Budget	Year-end	Budget	Points	Proposed Budget
Expenditures						
Property Services						
Buildings						
Personnel Expenses						
F/T Salaries	202,545	252,212	246,624	249,018	-	249,018
FY19 Year-end Est.: 3.0 FTE Building Tech III \$116,864, 1.0 FTE Building Tech II \$28,304, 1.0 FTE Building Tech I \$25,606, 1.0 FTE Property Services Crew Leader \$40,170, 0.5 FTE Pool Supervisor/Office Coordinator \$19,972 and 0.25 FTE Property Services Manager \$15,708						
FY20 Base Budget: 3.0 FTE Building Tech III \$117,998, 1.0 FTE Building Tech II \$28,579, 1.0 FTE Building Tech I \$25,854, 1.0 FTE Property Services Crew Leader \$40,560, 0.5 FTE Pool Supervisor/Office Coordinator \$20,165 and 0.25 FTE Property Services Manager \$15,860						
P/T Wages	21,559	23,110	24,207	24,442	-	24,442
FY19 Year-end Est.: 0.5 FTE Building Tech II \$19,477, 0.11 FTE Maintenance/Audio-Visual \$3,492 and 0.05 FTE Custodian/Audio-Visual Tech \$1,238						
FY20 Base Budget: 0.5 FTE Building Tech II \$19,666, 0.11 FTE Maintenance/Audio-Visual \$3,526 and 0.05 FTE Custodian/Audio-Visual Tech \$1,250						
Overtime	6,359	950	6,132	1,050	-	1,050
FY20 Base Budget: Cost of unanticipated after hours emergency work						
Special Pay	3,740	300	298	300	-	300
FY20 Base Budget: Acting Property Services Manager pay during absences of the Property Services Manager						
Payroll Taxes	17,143	23,924	20,719	20,920	-	20,920
FY20 Base Budget: 7.65% of the total payroll						
401 A Benefit	2,583	3,191	2,403	2,427	-	2,427
FY20 Base Budget: 2 employee contributions						
Medical/Dental/Life Insurance	53,022	85,163	54,551	62,529	-	62,529
FY19 Year-end Est.: 5 medical \$10,604/person = \$53,020, 4 dental \$311/person = \$1,244, 7 life insurance \$41/person = \$287						
FY20 Base Budget: 5 medical \$12,195/person (15% increase) = \$60,975, 4 dental \$317/person (2% increase) = \$1,268, 7 life insurance \$41/person = \$286						
Sub-Total:	306,950	388,850	354,934	360,686	-	360,686
Professional Expenses						
Professional Fees	383	-	425	525	-	525
FY20 Base Budget: IT Support						
Sub-Total:	383	-	425	525	-	525
Supplies						
Operating Supplies	6,494	6,850	8,181	6,652	-	6,652
FY19 Year-end Est.: Routine items plus replacement of 2 defibrillators						
FY20 Base Budget: Ladders, lumber, safety cones, paint, spray solvents, safety equipment, light bulbs, additional safety equipment as needed						

FY20 Budget

Dept.		FY19	FY19	FY20	FY20	FY20
Sub-Department	FY18	Revised	Est.	Base	Decision	Proposed
Category	Actual	Budget	Year-end	Budget	Points	Budget
Chemicals	-	325	316	325	-	325
FY20 Base Budget: WD40, graffiti remover, grease, wasp/hornet spray						
Small Tools & Hardware	10,175	6,950	9,751	10,043	-	10,043
FY20 Base Budget: Nuts, bolts, screws, turnbuckles, cable, various hardware and tools as needed						
Fuel	10,939	10,371	10,150	10,300	-	10,300
FY20 Base Budget: Fuel for trucks and equipment						
Sub-Total:	27,608	24,496	28,398	27,320	-	27,320

Other Gen. & Admin. Expenses

Employee Recruitment & Testing	583	600	253	395	-	395
FY20 Base Budget: Cost of advertisements, background/drug checks and return to work physicals/lift tests (annual seasonal position and potential vacancies)						
Travel and Training	-	2,200	2,160	2,189	2,060	4,249
FY20 Base Budget: 2 supervisors training seminars; Property Services manager professional membership and continuing education for Florida Recreation and Parks Association & American Publics Works Association						
FY20 Decision Point: Dude University (provided by BBRD's work order and capital forecasting system vendor) with hotel room \$1,500 and \$560 for flight and baggage cost						
Telephone, Internet, Cable	5,250	5,350	5,203	5,299	-	5,299
FY20 Base Budget: 4 cell phones, 1 telephone line, 1 fax line and Internet/wi-fi/cable						
Utilities/Electricity	16,723	16,000	17,981	18,201	-	18,201
FY20 Base Budget: Buildings A, C, D&E, and Property Services shop						
Utilities/Water	5,492	5,996	5,544	5,599	-	5,599
FY20 Base Budget: Water for facilities (Buildings, A, C, D&E and Property Services shop)						
Utilities/Solid Waste - Garb/Rec.	5,735	4,470	6,002	5,950	-	5,950
FY20 Base Budget: Roll off trash and recycling dumpsters for buildings and related work						
Equipment Leasing	3,860	2,400	2,650	3,381	-	3,381
FY20 Base Budget: Equipment leasing for various routine projects						
Workers Comp. Insurance	9,402	8,686	10,908	10,363	-	10,363
FY20 Base Budget: Rate anticipated to decline 5% due to experience						
Licenses, Permits, Lien Fees	196	250	201	226	-	226
FY20 Base Budget: Fire inspections (extinguishers, range hood, fire suppression systems)						
Employee Clothing Allowance	805	2,041	1,410	1,410	-	1,410
FY19 Year-end Est.: Safety shoes for 9 employees \$600 and shirts for 9 employees \$1,280 (projected at 75% due to historic trends of some employees not using maximum benefit)						
FY20 Base Budget: Safety shoes for 9 employees \$600 and shirts for 9 employees \$1,280 (budgeted at 75% due to historic trends of some employees not using maximum benefit)						
Dues and Subscriptions	2,656	2,906	2,788	3,886	-	3,886
FY20 Base Budget: Facilitydude.com/Dudesolutions.com (web based work order system \$2,906 and capital forecasting system \$980)						
Sub-Total:	50,702	50,899	55,100	56,899	2,060	58,959

FY20 Budget

Dept.		FY19	FY19	FY20	FY20	FY20
Sub-Department	FY18	Revised	Est.	Base	Decision	Proposed
Category	Actual	Budget	Year-end	Budget	Points	Budget
Maint. & Repairs						
R & M - Misc.	-	22,500	6,552	22,473	-	22,473
FY19 Year-end Est.: Emergency repairs, large appliance replacement/repair, vandalism, etc.; 3rd year of 6-year replacement plan - tables and chairs \$5,000						
FY20 Base Budget: emergency repairs, large appliance replacement/repair, vandalism, etc.; 4th year of 6-year replacement plan - tables and chairs \$5,000						
R & M Buildings	61,832	35,850	52,478	41,591	-	41,591
FY20 Base Budget: A/C repairs & replacements, lights, interior doors, carpet where needed, improvements to BBRD buildings, general maintenance, painting and repairs, etc.						
R & M Equipment	9,086	14,424	12,500	9,751	-	9,751
FY19 Year-end Est.: Radio system repeater and replacement of 3 computers						
FY20 Base Budget: maintenance cost for Building A lift, golf carts, backhoe, trailers, etc.						
Vehicle Maintenance	3,104	4,860	4,780	4,821	-	4,821
FY20 Base Budget: Preventative maintenance, such as: tires for trucks, replacement hoses and belts, oil changes, etc.						
Sub-Total:	74,023	77,634	76,310	78,636	-	78,636
Capital Outlay						
Capital Outlay	10,511	-	-	-	-	-
Sub-Total:	10,511	-	-	-	-	-
Total Expenditures:	470,176	541,879	515,167	524,066	2,060	526,126
Total Revenues over Expenditures:	(470,176)	(541,879)	(515,167)	(524,066)	(2,060)	(526,126)

FY20 Budget

Dept.		FY19	FY19	FY20	FY20	FY20
Sub-Department	FY18	Revised	Est.	Base	Decision	FY20
Category	Actual	Budget	Year-end	Budget	Points	Proposed
						Budget
Expenditures						
Property Services						
Grounds						
Personnel Expenses						
F/T Salaries	67,534	79,328	78,290	79,050	-	79,050
FY19 Year-end Est.: 2.0 FTE Groundskeeper \$62,583 and 0.25 FTE Property Services Manager \$15,708						
FY20 Base Budget: 2.0 FTE Groundskeeper \$63,190 and 0.25 FTE Property Services Manager \$15,860						
P/T Wages	16,016	36,891	38,110	38,480	-	38,480
FY19 Year-end Est.: 1.0 FTE Groundskeeper \$20,600 and 0.85 FTE Groundskeeper (Seasonal) \$17,510						
FY20 Base Budget: 1.0 FTE Grounds Keeper \$20,800 and 0.85 FTE Groundskeeper (Seasonal) \$17,680						
Overtime	12	-	-	100	-	100
Payroll Taxes	6,564	10,460	8,904	8,991	-	8,991
FY20 Base Budget: 7.65% of the total payroll						
Medical/Dental/Life Insurance	9,284	10,732	10,997	12,594	-	12,594
FY19 Year-end Est.: 1 medical \$10,604, 1 dental \$311; 2 life insurance \$41/person = \$82						
FY20 Base Budget: 1 medical \$12,195 (15% increase), 1 dental \$317 (2% increase), 2 life insurance \$41/person = \$82						
Sub-Total:	99,410	137,411	136,301	139,215	-	139,215
Supplies						
Operating Supplies	35	900	636	649	-	649
FY20 Base Budget: Blades, oil, chains, string trimmer line, etc.						
Chemicals	-	1,175	1,149	2,049	-	2,049
FY20 Base Budget: Concentrate herbicide, pre-emergent for licensed users						
Small Tools & Hardware	73	850	556	799	-	799
FY20 Base Budget: Nuts, bolts, screws, chains, straps, etc.						
Fuel	4,470	2,800	2,920	3,302	-	3,302
FY20 Base Budget: Diesel fuel for equipment						
Sub-Total:	4,578	5,725	5,261	6,799	-	6,799
Other Gen. & Admin. Expenses						
Employee Recruitment & Testing	101	400	375	400	-	400
FY20 Base Budget: Cost of advertisements, background/drug checks and return to work physicals/lift tests (annual seasonal position and potential vacancies)						
Utilities/Solid Waste - Garb/Rec.	8,255	5,000	4,586	5,000	-	5,000
FY20 Base Budget: Landscape debris dumpster disposal cost						
Equipment Leasing	10,377	1,850	4,274	4,352	-	4,352
FY20 Base Budget: Lift for trimming trees, and Christmas decorations, tennis court lights						
Workers Comp. Insurance	4,251	4,172	5,244	4,982	-	4,982
FY20 Base Budget: Rate anticipated to decline 5% due to experience						
Licenses, Permits, Lien Fees	-	500	500	500	-	500
FY20 Base Budget: \$500 for 2 staff members to get herbicide spray licenses						

FY20 Budget

Dept. Sub-Department Category	FY18 Actual	FY19 Revised Budget	FY19 Est. Year-end	FY20 Base Budget	FY20 Decision Points	FY20 Proposed Budget
Employee Clothing Allowance	291	1,385	825	825	-	825
FY19 Year-end Est.: Safety shoes for 4 employees = \$300; shirts for 4 employees \$800 (projected at 75% due to historic trends of some employees not using maximum benefit)						
FY20 Base Budget: Safety shoes for 4 employees = \$300; shirts for 4 employees \$800 (budgeted at 75% due to historic trends of some employees not using maximum benefit)						
Sub-Total:	23,274	13,307	15,804	16,059	-	16,059
Maint. & Repairs						
R & M Grounds	29,923	21,000	3,102	3,255	-	3,255
FY20 Base Budget: Signs, posts, benches, special projects on common grounds, increased fertilization and mulch						
R & M Equipment	6,798	8,990	7,302	7,501	-	7,501
FY20 Base Budget: Replacement equipment as needed such as string trimmers, blowers, chain saws, pole saws, etc.						
Sub-Total:	36,722	29,990	10,404	10,756	-	10,756
Capital Outlay						
Capital Outlay	5,540	-	-	-	-	-
Sub-Total:	5,540	-	-	-	-	-
Total Expenditures:	169,523	186,433	167,770	172,829	-	172,829
Total Revenues over Expenditures:	(169,523)	(186,433)	(167,770)	(172,829)	-	(172,829)

FY20 Budget

Dept.		FY19	FY19	FY20	FY20	FY20
Sub-Department	FY18	Revised	Est.	Base	Decision	Proposed
Category	Actual	Budget	Year-end	Budget	Points	Budget
Expenditures						
Property Services						
Custodial						
Personnel Expenses						
F/T Salaries	55,062	74,994	65,004	72,394	-	72,394
FY19 Year-end Est.: 1.0 FTE Custodian \$24,802, 1.0 FTE Custodian Supervisor \$24,494 and 0.25 FTE Property Services Manager \$15,708						
FY20 Base Budget: 1.0 FTE Custodian \$25,043, 1.0 FTE Custodian Supervisor \$31,491 and 0.25 FTE Property Services Manager \$15,860						
P/T Wages	137,362	157,193	133,469	134,765	-	134,765
FY19 Year-end Est.: 5.82 FTE Custodian \$117,374 and 0.65 FTE Custodian/AV Tech \$16,095						
FY20 Base Budget: 5.82 FTE Custodian \$118,514 and 0.65 FTE Custodian/AV Tech \$16,251						
Overtime	3,971	352	953	564	-	564
FY20 Base Budget: Coverage for street dances and special events						
Special Pay	516	134	-	-	-	-
Payroll Taxes	15,759	20,557	15,214	15,847	-	15,847
FY20 Base Budget: 7.65% of the total payroll						
401 A Benefit	633	1,045	-	-	-	-
FY19 Year-end Est.: Employee who was contributing separated in late FY19						
Medical/Dental/Life Insurance	5,565	11,065	10,997	12,594	-	12,594
FY19 Year-end Est.: 1 medical \$10,604; 1 dental \$311; 2 life insurance \$41/person = \$82						
FY20 Base Budget: 1 medical \$12,195 (15% increase), 1 dental \$317 (2% increase), 2 life insurance \$41/person = \$82						
Sub-Total:	218,868	265,340	225,637	236,164	-	236,164
Professional Expenses						
Professional Fees	55	-	186	199	-	199
FY20 Base Budget: IT Support						
Sub-Total:	55	-	186	199	-	199
Supplies						
Operating Supplies	2,111	2,250	2,181	2,204	-	2,204
FY20 Base Budget: Ink, paper, brooms, dusters, labor law posters and miscellaneous supplies						
Cleaning Supplies	33,562	22,607	22,501	23,128	-	23,128
FY20 Base Budget: Various cleaning supplies for meeting rooms, buildings and offices						
Small Tools & Hardware	150	200	253	200	-	200
FY20 Base Budget: Items needed for cleaning and minor maintenance						
Fuel	252	1,675	731	801	-	801
FY20 Base Budget: Fuel for custodial truck (also used by District Clerk personnel) and utility carts						
Sub-Total:	36,075	26,732	25,666	26,333	-	26,333

FY20 Budget

Dept. Sub-Department Category	FY18 Actual	FY19 Revised Budget	FY19 Est. Year-end	FY20 Base Budget	FY20 Decision Points	FY20 Proposed Budget
Other Gen. & Admin. Expenses						
Employee Recruitment & Testing	1,914	1,200	799	625	-	625
FY20 Base Budget: Cost of advertisements, background/drug checks and return to work physicals/lift tests						
Telephone, Internet, Cable	436	460	537	547	-	547
FY20 Base Budget: 1 telephone line, Internet and Wi-Fi						
Workers Comp. Insurance	7,504	6,563	8,244	7,832	-	7,832
FY20 Base Budget: Rate anticipated to decline 5% due to experience						
Employee Clothing Allowance	1,085	2,335	1,751	1,751	-	1,751
FY19 Year-end Est.: Safety shoes for 12 employees \$900; shirts for 12 employees \$1,435 (projected at 75% due to historic trends of some employees not using maximum benefit)						
FY20 Base Budget: Safety shoes for 12 employees \$900; shirts for 12 employees \$1,1435 (budgeted at 75% due to historic trends of some employees not using maximum benefit)						
Sub-Total:	10,939	10,558	11,331	10,755	-	10,755
Maint. & Repairs						
R & M Equipment	1,615	710	688	737	-	737
FY20 Base Budget: Minor equipment replacement						
Sub-Total:	1,615	710	688	737	-	737
Total Expenditures:	267,552	303,340	263,508	274,188	-	274,188
Total Revenues over Expenditures:	(267,552)	(303,340)	(263,508)	(274,188)	-	(274,188)

FY20 Budget

Dept. Sub-Department Category	FY18 Actual	FY19 Revised Budget	FY19 Est. Year-end	FY20 Base Budget	FY20 Decision Points	FY20 Proposed Budget
Expenditures						
Property Services						
Pools						
Personnel Expenses						
F/T Salaries	68,137	83,303	82,153	82,950	-	82,950
FY19 Year-end Est.: 2.0 FTE Pool Host \$46,474, 0.5 FTE Pools Supervisor/Office Coordinator \$19,972 and 0.25 FTE Property Services Manager \$15,708						
FY20 Base Budget: 2.0 FTE Pool Host \$46,925, 0.5 FTE Pools Supervisor/Office Coordinator \$20,165 and 0.25 FTE Property Services Manager \$15,860						
P/T Wages	169,162	171,662	163,719	165,309	-	165,309
FY19 Year-end Est.: 2.5 FTE Pool Tech \$60,049 and 5.13 FTE Pool Host \$103,670						
FY20 Base Budget: 2.5 FTE Pool Tech \$60,632 and 5.13 FTE Pool Host \$104,677						
Overtime	516	250	1,501	1,129	-	1,129
FY20 Base Budget: Pool Host coverage for street dances and special events						
Special Pay	5,829	2,800	6,115	6,515	-	6,515
FY19 Year-end Est.: Increase due to changes in Brevard County regulations governing pool maintenance						
FY20 Base Budget: Pool Tech coverage due to after hours call outs and increased call outs for new health code (pool chemical checks)						
Payroll Taxes	19,351	22,634	18,809	18,992	-	18,992
FY20 Base Budget: 7.658% of payroll						
Medical/Dental/Life Insurance	19,082	21,374	21,912	25,106	-	25,106
FY19 Year-end Est.: 2 medical \$10,604/person = \$21,208; 2 dental \$311/person = \$622; 2 life insurance \$41/person = \$82						
FY20 Base Budget: 2 medical \$12,195/person (15% increase) = \$24,390, 2 dental \$317/person = \$634 (2% increase), 2 life insurance \$41/person = \$82						
Sub-Total:	282,077	302,023	294,209	300,001	-	300,001
Supplies						
Operating Supplies	1,569	1,275	1,250	1,349	-	1,349
FY20 Base Budget: Tile soap, cleaning chemicals, pH testing chemicals and miscellaneous office supplies for pool operations						
Chlorine	33,948	34,057	34,057	35,033	-	35,033
FY20 Base Budget: Treatment of pools per Brevard County Health Department standards						
Sub-Total:	35,517	35,332	35,307	36,382	-	36,382
Other Gen. & Admin. Expenses						
Employee Recruitment & Testing	1,236	900	350	441	-	441
FY20 Base Budget: Cost of advertisements, background/drug checks and return to work physicals/lift tests						
Travel and Training	853	700	962	999	-	999
FY20 Base Budget: Certification and recertification for Pool Techs and crowd management training for Pool Hosts						
Telephone, Internet, Cable	2,600	2,425	2,618	2,689	-	2,689
FY20 Base Budget: 1 telephone, internet/Wi-Fi and 3 cell phones						

FY20 Budget

Dept.	FY19	FY19	FY20	FY20	FY20	
Sub-Department	FY18	Revised	Est.	Base	Decision	
Category	Actual	Budget	Year-end	Budget	Points	
					Proposed	
					Budget	
Utilities/Electricity	18,580	19,217	17,496	18,703	-	18,703
FY20 Base Budget: Pool buildings and pumps at all 3 pools						
Utilities/Propane	10,701	14,126	7,724	8,788	-	8,788
FY20 Base Budget: Fuel for heaters at all 3 pools						
Utilities/Water	16,448	12,600	13,550	13,968	-	13,968
FY20 Base Budget: Water for pools and facilities						
Workers Comp. Insurance	8,158	6,497	8,160	7,752	-	7,752
FY20 Base Budget: Rate anticipated to decline 5% due to experience						
Licenses, Permits, Lien Fees	1,050	1,050	1,050	1,050	-	1,050
FY20 Base Budget: Pool inspections (health & safety fees)						
Employee Clothing Allowance	830	1,515	1,102	1,102	-	1,102
FY19 Year-end Est.: Safety shoes for 6 employees \$375, shirts for 18 employees \$1,020 (projected at 75% due to historic trends of some employees not using maximum benefit)						
FY20 Base Budget: Safety shoes for 6 employees \$450, shirts for 18 employees \$1,020 (budgeted at 75% due to historic trends of some employees not using maximum benefit)						
Sub-Total:	60,454	59,030	53,012	55,492	-	55,492
Maint. & Repairs						
R & M Equipment	5,144	5,080	4,680	4,766	-	4,766
FY19 Year-end Est.: Replacement of one pool pump and purchase of one backup pool pump						
FY20 Base Budget: Replacement of pumps, motors, pipes, etc.						
R & M Pools	20,380	15,252	15,136	15,601	-	15,601
FY19 Year-end Est.: Replacement of Lounge outdoor patio furniture was moved here from Food & Beverage starting in FY19						
FY20 Base Budget: Tables, chairs, ladders, tile, pavers, etc.						
Sub-Total:	25,524	20,332	19,816	20,367	-	20,367
Total Expenditures:	403,572	416,717	402,344	412,242	-	412,242
Total Revenues over Expenditures:	(403,572)	(416,717)	(402,344)	(412,242)	-	(412,242)

FY20 Budget

	FY18 Actual	FY19 Revised Budget	FY19 Est. Year-end	FY20 Base Budget	FY20 Decision Points	FY20 Proposed Budget
Revenues						
Property Services						
Recreation						
Charges for Services						
Recreation Fees	333,203	290,000	342,750	338,250	-	338,250
FY20 Base Budget: Anticipation of FY20 being the peak year in receipts until the proposed fee increase in FY22						
Badge & Additional SMF	-	-	45,105	44,300	-	44,300
FY19 Year-end Est.: This revenue stream was previously a part of "Recreation Fees" but was separated out starting FY19 for better clarity to the reader and more accurate projections of future receipts						
FY20 Base Budget: Receipts from renters badges and additional one-time social memberships						
Sub-Total:	333,203	290,000	387,855	382,550	-	382,550
			378	368		
Charges for Services						
Donations from Private Sources	5,982	-	-	-	-	-
Sub-Total:	5,982	-	-	-	-	-
Total Revenues:	339,185	290,000	387,855	382,550	-	382,550
Expenditures						
Property Services						
Recreation						
Personnel Expenses						
P/T Wages	14,553	23,847	30,787	31,086	-	31,086
FY19 Year-end Est.: 1.75 FTE Courtesy Cart Drivers \$30,787 (FY19 Budget was budgeted as 1.25 FTEs but inadvertently listed in this section as 1.75 FTEs. Due to residents' requests the full 1.75 FTEs are projected to be used thereby resulting in the actual expense being higher than the budget.)						
FY20 Base Budget: 1.75 FTE Courtesy Cart Drivers \$31,086						
Overtime	3	-	-	-	-	-
Payroll Taxes	1,237	2,099	2,355	2,378	-	2,378
FY20 Base Budget: 7.65% of payroll						
Sub-Total:	15,793	25,946	33,142	33,464	-	33,464
Supplies						
Operating Supplies	313	900	399	500	-	500
Sub-Total:	313	900	399	500	-	500
Other Gen. & Admin. Expenses						
Employee Recruitment & Testing	206	100	100	100	-	100
FY20 Base Budget: Cost of advertisements, background/drug checks and return to work physicals/lift tests						
Travel and Training	1,300	-	-	-	-	-

FY20 Budget

	FY18 Actual	FY19 Revised Budget	FY19 Est. Year-end	FY20 Base Budget	FY20 Decision Points	FY20 Proposed Budget
Telephone, Internet, Cable	1,510	1,120	1,623	1,661	-	1,661
FY20 Base Budget: Phones at pickle ball and tennis courts, softball field plus cost of Internet access for CCTV system at the beach						
Utilities/Electricity	7,135	7,211	7,501	7,591	-	7,591
FY20 Base Budget: Pickle ball courts, tennis courts, softball field, beach, pier, etc.						
Utilities/Propane	292	350	688	705	-	705
FY20 Base Budget: Cost of grill usage by residents						
Utilities/Water	4,777	4,850	5,080	4,950	-	4,950
FY20 Base Budget: Water for amenities (softball field, garden club, etc.)						
Utilities/Solid Waste - Garb/Rec.	1,197	1,165	1,383	1,409	-	1,409
FY20 Base Budget: Solid waste disposal expense						
Utilities/Portable Toilets	7,636	6,195	8,355	8,102	-	8,102
FY20 Base Budget: Porta-potties at the beach and tennis courts. Assumes new beach restrooms are finished in July 2020						
Equipment Leasing	1,089	-	1,205	1,259	-	1,259
FY20 Base Budget: Lift rental for the Christmas decorations						
Resident Activities	17,079	13,800	15,478	14,750	-	14,750
FY19 Year-end Est.: Old Admin. Building removal event, 4th of July event, Kids Swim events and miscellaneous						
FY20 Base Budget: 4th of July event, Kids Swim events and miscellaneous						
Workers Comp. Insurance	812	647	816	755	-	755
FY20 Base Budget: Rate anticipated to decline 5% due to experience						
Sub-Total:	43,034	35,438	42,229	41,282	-	41,282
Maint. & Repairs						
R & M Buildings	-	-	150	-	-	-
R & M Grounds	37,081	47,200	38,965	39,590	-	39,590
FY19 Year-end Est.: Maintenance to Softball field, lawn bowling \$20,829; over 60 softball field care \$8,736; and beach lawn care \$4,400 plus miscellaneous repairs to amenities						
FY20 Base Budget: Maintenance to Softball field, lawn bowling \$21,454; over 60 softball field care \$8,736; and beach lawn care \$4,400 plus miscellaneous repairs to amenities						
R & M Equipment	3,762	5,350	4,920	4,951	-	4,951
FY20 Base Budget: All recreational equipment: bocce ball, lawn bowling, shuffleboard, tennis, basketball, pickle ball, hand ball, etc.						
Sub-Total:	40,842	52,550	44,035	44,541	-	44,541
Total Expenditures:	99,982	114,834	119,805	119,787	-	119,787
Total Revenues over Expenditures:	239,204	175,166	268,050	262,763	-	262,763

FY20 Budget

Dept.							
Sub-Department		FY19	FY19	FY20	FY20	FY20	
Category	FY18	Revised	Est.	Base	Decision	Proposed	
Description	Actual	Budget	Year-end	Budget	Points	Budget	
Revenues							
Vehicle Storage							
Rents & Royalties							
Vehicle Storage Income	154,652	157,100	154,705	154,705	-	154,705	
FY20 Base Budget: Based on 99.8% occupancy and historic trends							
Kayak Storage Income	2,722	2,520	2,152	1,995	-	1,995	
FY19 Year-end Est.: Based on 12 (46%) occupied kayak spaces at \$45 per quarter (decreased after recent thefts)							
FY20 Base Budget: Based on anticipated continued decline in usage							
Sub-Total:	157,374	159,620	156,857	156,700	-	156,700	
Other Income							
Delinquent Fee Collections	970	1,025	875	800	-	800	
FY20 Base Budget: Based on historic trend analysis							
Sub-Total:	970	1,025	875	800	-	800	
Total Revenues:	158,344	160,645	157,732	157,500	-	157,500	
Expenditures							
Vehicle Storage							
Supplies							
Operating supplies	-	150	125	140	-	140	
FY20 Base Budget: Purchase of RV decals, replacement access cards							
Sub-Total:	-	150	125	140	-	140	
Other Gen. & Admin. Expenses							
Utilities/Electricity	7,045	8,690	10,082	10,522	-	10,522	
FY20 Base Budget: Electricity for street lights, and use of customers. Increased cost a result of resident's increased use of outlets with no charge							
Utilities/Water	2,237	1,864	2,490	2,550	-	2,550	
FY20 Base Budget: Increased water used by customers (at no charge) and maintenance staff							
Access System Service Fee	4,505	3,238	5,011	5,328	-	5,328	
FY20 Base Budget: Access gates and card system service fee and additional access cards							
Sub-Total:	13,787	13,792	17,583	18,400	-	18,400	
Maint. & Repairs							
R & M - Misc.	-	150	-	-	-	-	
R & M Equipment	1,529	1,450	3,174	2,000	-	2,000	
FY20 Base Budget: Repairs to gate access system, water supply and electric supply							
Sub-Total:	1,529	1,600	3,174	2,000	-	2,000	
Total Expenditures:	15,316	15,542	20,882	20,540	-	20,540	
Total Revenues over Expenditures:	143,028	145,103	136,850	136,960	-	136,960	

FY20 Budget

Dept.						
Sub-Department		FY19	FY19	FY20	FY20	FY20
Category	FY18	Revised	Est.	Base	Decision	Proposed
Description	Actual	Budget	Year-end	Budget	Points	Budget
Revenues						
Shopping Center						
Rents & Royalties						
Leasing Income	69,013	79,920	70,687	82,127	-	82,127
FY19 Year-end Est.: Based on 1 vacancy (Bldg. 2 Space 3) for entire year, 1 vacancy 8 months (Bldg. 1 Space 2) and 3 units used by non-profits who do not pay rent						
FY20 Base Budget: Based on 1 vacancy (Bldg. 2 Space 3) for entire year, and 3 units used by non-profits (CVO, Veterans Service and Veterans Council) who do not pay rent						
Common Area Maint Income	12,607	13,490	12,520	14,205	-	14,205
FY19 Year-end Est.: Based on 1 vacancy (Bldg. 2 Space 3) for entire year, 1 vacancy 8 months (Bldg. 1 Space 2) and 2 units used by non-profits who do not pay CAM						
FY20 Base Budget: Based on 1 vacancy (Bldg. 2 Space 3) for entire year, and 3 units used by non-profits who do not pay CAM						
Real Estate Taxes Income	8,430	9,325	8,247	9,536	-	9,536
FY19 Year-end Est.: Based on 1 vacancy (Bldg. 2 Space 3) for entire year, 1 vacancy 8 months (Bldg. 1 Space 2) and 2 units used by non-profits who do not pay real estate tax						
FY20 Base Budget: Based on 1 vacancy (Bldg. 2 Space 3) for entire year, 1 Exempt occupant (Bldg. 3 Space 2) and 3 units used by non-profits who do not pay real estate tax						
Sub-Total:	90,050	102,735	91,454	105,868	-	105,868
Other Income						
Delinquent Fee Collections	1,275	500	400	400	-	400
FY20 Base Budget: Projected to remain relatively constant						
Sub-Total:	1,275	500	400	400	-	400
Total Revenues:	91,325	103,235	91,854	106,268	-	106,268
Expenditures						
Shopping Center						
Other Gen. & Admin. Expenses						
Property taxes	15,056	15,300	15,607	16,153	-	16,153
FY20 Base Budget: A 3.5% increase is anticipated						
Telephone, Internet, Cable	989	-	1,611	1,933	-	1,933
FY19 Year-end Est.: Historically included Veterans Service Office. Increased due to addition of Veterans Council space mid-FY19.						
FY20 Base Budget: Increased due to full year of Veterans Council space.						
Utilities/Electricity	1,823	1,130	2,566	3,069	-	3,069
FY19 Year-end Est.: Historically included Veterans Service Office and common area usage. Increased due to addition of Veterans Council space mid-FY19.						
FY20 Base Budget: Increased due to full year of Veterans Council space						

FY20 Budget

Dept. Sub-Department Category Description	FY18 Actual	FY19 Revised Budget	FY19 Est. Year-end	FY20 Base Budget	FY20 Decision Points	FY20 Proposed Budget
Utilities/Water	778	720	1,080	1,296	-	1,296
FY19 Year-end Est.: Historically included Veterans Service Office and common area usage. Increased due to addition of Veterans Council space mid-FY19						
FY20 Base Budget: Increased due to full year of Veterans Council space						
Utilities/Solid Waste - Garb./Rec.	4,242	4,042	4,361	4,408	-	4,408
FY20 Base Budget: Expense for dumpster service						
CVO Utilities	2,810	3,743	2,779	2,833	-	2,833
FY20 Base Budget: Includes all utilities for Citizens Volunteer Organization per the two-year lease renewed by the BOT on February 26, 2019						
Sub-Total:	25,699	24,935	28,004	29,692	-	29,692
Maint. & Repairs						
R & M Buildings	10,300	6,800	6,095	6,105	-	6,105
FY19 Year-end Est.: Anticipated lower than previous fiscal year due to multiple HVAC replacements in FY18						
FY20 Base Budget: Anticipated to remain stable due to expenses incurred in prior years						
R & M Grounds	-	350	209	225	-	225
FY20 Base Budget: Mulch, herbicide and minor plant replacements						
Sub-Total:	10,300	7,150	6,304	6,330	-	6,330
Capital Outlay						
Capital Outlay	4,095	-	-	-	-	-
Sub-Total:	4,095	-	-	-	-	-
Total Expenditures:	40,094	32,085	34,308	36,022	-	36,022
Total Revenues over Expenditures:	51,231	71,150	57,546	70,246	-	70,246

FY20 Budget

Dept.							
Sub-Department		FY18	FY19	FY19	FY20	FY20	FY20
Category		Actual	Revised	Est.	Base	Decision	Proposed
Description			Budget	Year-end	Budget	Points	Budget
Expenditures							
Stormwater							
Professional Expenses							
	Professional Fees	9,203	2,500	900	750	-	750
	FY20 Base Budget: Engineering fees for canal bank stabilization projects and work on resolving weir issues						
	Sub-Total:	9,203	2,500	900	750	-	750
Supplies							
	Fuel	-	250	265	295	-	295
	FY20 Base Budget: For skid steer						
	Sub-Total:	-	250	265	295	-	295
Other Gen. & Admin. Expenses							
	Equipment Leasing	-	1,000	500	500	-	500
	FY20 Base Budget: Equipment needed for specific projects						
	Sub-Total:	-	1,000	500	500	-	500
Maint. & Repairs							
	R & M Grounds	28,773	71,000	21,000	20,000	-	20,000
	FY19 Year-end Est.: Canal and lake spraying and removal of nuisance vegetation in addition to the balance of minor canal stabilization projects. Major canal stabilization projects on indefinite hold until weir and Dottie Lane piping issues resolved with the County.						
	FY20 Base Budget: \$14,000 for canal and lake spraying, \$2,000 for tree/shrub removals, \$4,000 minor for stabilization projects						
	R & M Equipment	-	500	250	250	-	250
	FY20 Base Budget: Preventative maintenance for steed skid and boom mower arm plus purchase of sickle mower arm for deep canal bank maintenance						
	Sub-Total:	28,773	71,500	21,250	20,250	-	20,250
Miscellaneous							
	Debt Service Principal	32,421	31,603	31,603	31,603	-	31,603
	FY20 Base Budget: 12 monthly payments of \$2,633.59 (last payment scheduled for July 2021)						
	Debt Service Interest	2,363	3,181	3,181	3,181	-	3,181
	FY20 Base Budget: 12 monthly payments of \$265.05 (last payment scheduled for July 2021)						
	Sub-Total:	34,784	34,784	34,784	34,784	-	34,784
Capital Outlay							
	Capital Outlay	9,390	-	-	-	-	-
	Sub-Total:	9,390	-	-	-	-	-
	Total Expenditures:	82,149	110,034	57,699	56,579	-	56,579
	Total Revenues over Expenditures:	(82,149)	(110,034)	(57,699)	(56,579)	-	(56,579)

FY20 Budget

Dept.	Sub-Department	FY18	FY19	FY19	FY20	FY20	FY20
Category	Description	Actual	Revised Budget	Est. Year-end	Base Budget	Decision Points	Proposed Budget
Revenues							
R&M/Capital Projects (General Fund)							
Other Income							
	Donations	-	-	73,589	-	-	-
	FY19 Year-end Est.: CVO donation for pavilion back of Building A						
	Grants and Loans	179,089	50,000	50,000	-	-	-
	FY19 Year-end Est.: Golf Course FRDAP grant receipts						
	Insurance Proceeds	44,795	-	-	-	-	-
	Use of Fund Balance	-	-	-	-	33,975	33,975
	FY20 Decision Point: To balance budget and off-set cost of one-time R&M/Capital projects (added by BOT at 4th Budget Workshop)						
	Transfer from 2018 Bond Projects Fund	-	651,000	-	-	-	-
	FY19 Year-end Est.: One-time transfer from the 2018 Bond Projects Fund will not be received as BOT decided to not pursue long-term financing for projects.						
	Sub-Total:	223,884	701,000	123,589	-	33,975	33,975
	Total Revenues:	223,884	701,000	123,589	-	33,975	33,975

Expenditures

R&M/Capital Projects

Professional Expenses

Professional Fees	8,546	-	-	-	-	-
Sub-Total:	8,546	-	-	-	-	-

Contingency

Contingency	-	26,498	-	100,000	-	100,000
Sub-Total:	-	26,498	-	100,000	-	100,000

Repair & Maintenance Projects

Softball Field Fence Replacement (Irma)	14,250	-	-	-	-	-
D/E Video System Replacement and Upgrade	17,115	-	-	-	-	-
(Golf) Cart Barn Repairs (Irma)	11,625	-	-	-	-	-
Comm. Ctr. Projs.: Replace 4 Bocce Ball Courts (grant)	7,719	-	-	-	-	-
Conceptual Re-Design of D-E/19th Hole/Pro Shop Complex	16,323	-	-	-	-	-
Pool #1 Walkway Roof Replacement, Ph. 1	-	-	-	-	-	-
Pool #1 Walkway Roof Replacement, Ph. 2	-	-	-	-	66,000	66,000

FY20 Budget

Dept.							
Sub-Department		FY18	FY19	FY19	FY20	FY20	
Category		Actual	Revised	Est.	Base	Decision	
Description			Budget	Year-end	Budget	Points	
						Proposed	
						Budget	
Veterans' Meeting Space (Conversion of Old Res. Relations Office)		-	15,000	15,000	-	-	-
Beach Volley Ball Court (by Pool #1)		-	4,000	-	-	-	-
Marquee Sign at Shopping Ctr.		-	19,056	19,056	-	-	-
Bldg. C Exterior Rehabilitation		-	82,000	117,225	-	-	-
Bldg. A Fire Alarm Replace./Upgrade		18,591	-	-	-	-	-
Facilities Assessment and Capital Forecasting Implementation		-	37,689	37,689	-	-	-
Pools #1 Heater Upgrade		11,971	-	-	-	-	-
Pools #2 Heater Upgrade		10,892	-	-	-	-	-
Pools #3 Heater Upgrade		10,892	12,000	-	-	-	-
Lounge Expansion Conceptual Design		3,375	5,005	15,925	-	-	-
Sub-Total:		122,753	174,750	204,895	-	66,000	66,000

Capital Outlay

Misc. F&B Equipment		4,837	-	-	-	-	-
Replace P.S. truck (2002 mid-size)		17,415	-	-	-	-	-
Replace P.S. HD Utility Cart (2008)		8,985	-	-	-	-	-
Replace P.S. Golf Cart (2000)		9,514	-	-	-	-	-
Replace P.S. Golf Cart (2012)		9,514	-	-	-	-	-
Replace P.S. Golf Cart (2003)		8,985	-	-	-	-	-
Replace Lawnmower		32,146	-	-	-	-	-
Comm. Ctr. Projs.: Shuffle Board /Bocce Benches and Covers (grant)		20,311	-	-	-	-	-
Replace Golf Cart Path Ph. 3		20,392	-	-	-	-	-
Christmas Decorations Ph. 1		12,405	-	-	-	-	-
Christmas Decorations Ph. 2		-	7,500	7,500	-	-	-
Replace P.S. Truck (2005 F-250- size)		-	32,757	32,757	-	-	-
Replace P.S. Golf Cart (2013)		-	9,400	8,476	-	-	-
Neighborhood Revitalize Program		28,959	106,710	106,710	-	25,000	25,000
Replace Damaged Concrete Sidewalks/Assembly Areas		-	66,715	15,715	-	25,000	25,000
Replace Concrete & Pavers Lounge (West Side)		-	55,000	-	-	-	-
Expand Paver Area West of Lounge by 20 feet		-	31,000	-	-	-	-
Upgrade Golf Cart Parking Area (Lounge) to Crushed Concrete		-	11,000	-	-	-	-

FY20 Budget

Dept.	Sub-Department	FY18	FY19	FY19	FY20	FY20	FY20
Category	Description	Actual	Revised Budget	Est. Year-end	Base Budget	Decision Points	Proposed Budget
	Replace Pit Building at Pool #1 and Add Salt Water System	-	60,000	61,200	-	-	-
	Relocate Heater Equipment into New Pit Building at Pool #1	-	44,000	44,900	-	-	-
	Replace Pit at Pool #2	-	40,000	41,600	-	-	-
	Hi-Def CCTV Cameras	13,269	-	-	-	-	-
	Admin. Building Replacement	637,553	332,394	518,731	-	-	-
	Upgrade Electrical Infrastructure in Bldg. A	-	146,475	-	-	-	-
	Bldg. A Renovation Design	-	-	29,000	-	-	-
	Replace Roof on Bldg. A	91,226	-	-	-	-	-
	Long-term Records Storage Unit (replaces rental unit)	1,983	-	-	-	-	-
	Golf Course Pump House	18,740	-	-	-	-	-
	Bldg. A Kitchen Remodel Design	13,008	-	-	-	-	-
	19th Hole Kitchen Renovation Design	10,089	-	-	-	-	-
	Additional Parking Lights at the Shopping Center	-	18,000	-	-	-	-
	Replace Roof on Lounge	-	32,000	-	-	-	-
	Sails (Sun Shades) South of Lounge	5,713	5,713	5,713	-	-	-
	Additional 4 Pickle Ball Courts	17,830	9,330	9,330	-	-	-
	Restore Golf Course Bunkers Ph. 3	8,720	28,800	28,800	-	-	-
	Comm. Ctr. Projects: Convert West Shuffle Board Area to Miniature Golf	-	22,500	22,500	-	-	-
	Pool #2 Canopy on Grass	-	-	14,000	-	-	-
	Pavilion Behind Building A (Donated by CVO)	-	-	73,589	-	-	-
	Pool 2 Restrooms Roof Replacement (w/ metal)	-	-	-	-	25,000	25,000
	Pool 3 Restrooms Roof Replacement (w/metal)	-	-	-	-	25,000	25,000
	Bandshell Lakeside of Lounge	-	-	-	-	20,000	20,000
	Lounge Expansion Conceptual Design	-	-	-	-	145,000	145,000
	Replace Sidewalks at D&E / 19th Hole	-	-	-	-	21,800	21,800
	Installation of Mechanical Pool Cover at Pool #1	-	-	19,500	-	-	-
	Installation of Mechanical Pool Covers at Pools #2 & #3	-	-	-	-	40,000	40,000

FY20 Budget

Dept. Sub-Department Category Description	FY18 Actual	FY19 Revised Budget	FY19 Est. Year-end	FY20 Base Budget	FY20 Decision Points	FY20 Proposed Budget
Replace P.S. truck (2006 F-250 size)	-	-	-	-	35,000	35,000
Additional P.S. Truck	-	-	-	-	24,000	24,000
Utility Cart for Custodian Supervisor	-	-	-	-	8,500	8,500
Replace Lawnmower	-	-	-	-	32,000	32,000
Lake Bank Repairs	-	-	-	-	75,000	75,000
(Golf) Irrigation System Replacement, Ph. 1 (6 satellite boxes)	-	-	-	-	60,000	60,000
Beach projects, Ph. 3 (Restrooms)	-	-	-	-	95,700	95,700
Bench Covers for (26) Benches at Shuffleboard Courts	-	-	-	-	24,000	24,000
8 Benches for Miniature Golf Course	-	-	2,400	-	-	-
New Carpet and Flooring in Pro Shop (added by staff after FY20-24 5yrFM&CIP workshop)	-	-	-	-	7,500	7,500
Sub-Total:	991,592	1,059,294	1,042,421	-	688,500	688,500
Total Expenditures:	1,122,891	1,260,542	1,247,316	100,000	754,500	854,500
Total Revenues over Expenditures:	(899,007)	(559,542)	(1,123,727)	(100,000)	(720,525)	(820,525)
	313,395					

FY20 General Fund Proposed Budget Decision Point List

Type	No.	Project Name	Department		D.P. Form (Y/N)	NOTES	Included in FY20 (Y/N)
Revenues/Sources							
	1	Increase in Assessment by \$1.90 per Month	Administration: Finance	111,218	N	\$1.90 or 3.00% to off-set inflationary increases	Y
	2	Increase in Assessment by \$0.73 per Month	Administration: Finance	42,721	N	Added by the BOT during the F20-24 5yrFM&CIP Workshop on Jan. 31, 2019 to round assessment up to the next integer.	Y
Total Requested G.F. Revenue/Sources Decision Points				153,939			
Total G.F. Revenue/Sources Decision Points within FY20 Budget				153,939			
Expenditures/Uses							
	1	CivicRec	Administration: District Clerk	10,500	Y	A web-based system that would permit residents to request meeting room reservation, purchase Food & Beverage tickets and guest passes, etc.	Y
	2	Pay Plan Adjustment	Administration: Finance	45,342	Y	2.5% additional increase to the pay scale (increase of all non-tipped employee minimum pay rates).	Y
	3	DOR/ARCC Inspector Full Time Conversion (0.5 FTE)	Resident Relations: DOR Enforcement	29,675	Y	Conversion of a part-time position to full-time.	Y
	4	Attendance at Dude University	Property Services: Building	2,060	Y	To better utilize use of web-based work orders system and capital forecasting systems via "train the trainer" approach.	Y
	5	BBRD purchased Dart Machines (2) and Maintenance	Property Services: Recreation	10,800	Y	Listed for BOT consideration of alternate to current method of providing dart machines.	N
	6	R&M/Capital Projects (as presented to the BOT as part of the Proposed FY20-24 5yrFM&CIP)	R&M/Capital	752,200	N	Various projects as detailed in the Five-Year Financial Model & Capital Improvement Plan Section of this document	Y
	7	Utility Cart for Custodian Supervisor (added by staff after FY20-24 5yrFM&CIP workshop)	R&M/Capital	8,500	Y	Prior supervisor preferred to ride with another person when traveling from one site to another. Current supervisor prefers to independently check on buildings and employees.	Y
	8	New Carpet and Flooring in Pro Shop (added by staff after FY20-24 5yrFM&CIP workshop)	R&M/Capital	7,500	Y	Replacement of carpet and allowance for possible repair to wooden sub-floor.	Y
Total Requested G.F. Expenditure/Uses Decision Points				866,577			
Total G.F. Expenditure/Uses Decision Points within FY20 Budget				855,777			

Barefoot Bay Recreation District
 FY20 Proposed Budget
 Decision Point

Title: CivicRec
 Department: Administration
 Sub-Dept.: District Clerk
 FY20 Costs: \$10,500

Justification:

Per the District Clerk:
 The CivicRec Parks and Recreation Software can centralize District recreation operations. CivicRec (a product of CivicPlus which is the provider of the CivicClerk agenda system BBRD acquired in FY19) is cloud based which means that staff can manage operations from any computer with access to the internet - and on any device. Additionally, residents can use the recreation registration software to create accounts to purchase guest passes, event tickets, rent facilities, pay late fees and more. The dashboard will allow residents to access information without searching through web pages or directly contacting staff. Residents can conveniently view notifications, messages and calendars when logged in, then easily browse the site to make payments or purchases and rent facilities (at the time of this proposal, other department managers who would be impacted by this proposal had not had a chance to access the feasibility and cost/saving).

Although this decision point was not recommended by the Community Manager, the BOT added it to the FY20 Proposed Budget.

Budget Detail:

Professional Fees	Implementation	3,000
	Recurring Cost	4,500
	Database Import	3,000
Total:		10,500

Barefoot Bay Recreation District

FY20 Proposed Budget

Decision Point

Title: Pay Plan Adjustment
Department: Administration
Sub-Dept.: Finance
FY20 Costs: \$45,342

Justification:

Beginning in FY17, BBRD adopted a formal pay and classification plan based on a representative employee pay survey and an internal comparative worth review to ensure the continued equity of the pay and classification plan where employees performing comparable work are fairly compensated. Based on results of a salary survey of comparable positions within comparable organizations (mirroring the salary survey conducted two years ago) BBRD's pay and classification plan is approximately 7.4% below market average. This finding was not surprising given the number of skilled and semi-skilled employees who left BBRD in 2018 for better compensated positions in other organizations. To address this issue and help retain a qualified and experienced workforce, an increase in the annual employee incentive funding (i.e. monies used to give employees a cost of living adjustment and merit increase) from the historic 3% maximum to a 5% maximum is included in the FY20 WDPB. Additionally, this decision point proposes an additional 2.5% increase in the FY20 employee incentive funding to move BBRD's pay and classification plan to "average" in comparison to comparable positions within comparable organizations.

Budget Detail:

Employee Incentive	45,342
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Total:	45,342

Barefoot Bay Recreation District

FY20 Proposed Budget

Decision Point

Title: DOR/ARCC Inspector
 Department: Resident Relations
 Sub-Dept.: DOR Enforcement
 FY20 Costs: \$29,675

Justification:

Per the Resident Relations Manager/H.R. Coordinator:
 The success of any Department depends on the employees and the continuity of those employees. It takes 6-9 Months to train a DOR/ARCC Inspector. After which they must attend the Florida Association of Code Enforcement training at a cost of approximately \$2000. The continual growth in this department relies on hiring and retaining the employees. With the addition of 1.0 FTE full-time position and the deletion of 0.50 FTE part-time position (net increase of 0.50 FTE), the Department will continue to grow as a professional, knowledgeable, stable team, serving the needs of the department and District.

Although this decision point was not recommended by the Community Manager, the BOT added it to the FY20 Proposed Budget.

Budget Detail:

F/T Salaries	1.00 FTE	29,827
P/T Wages	0.50 FTE	(14,913)
Payroll Taxes		1,141
401 A Benefit		894
Medical/Dental/Life Ins.		12,553
Workers Comp. Insurance		173
Total:		29,675

Barefoot Bay Recreation District

FY20 Proposed Budget

Decision Point

Title: Dude University
Department: Property Services
Sub-Dept.: Recreation
FY20 Costs: \$2,060

Justification:

In FY15, BBRD began using Facility Dude, a web-based work order system to increase the efficiency and effectiveness of internal work orders plus provide an accountability system for requests. In FY19, BBRD began use of Dude Solutions' Capital Planning System, a web-based facilities maintenance and budgeting system. Dude Solutions offers an annual Dude University, a five day educational seminar to teach the optimal use of their products. While staff is proficient in the basic use of these systems, a modest investment by BBRD to send one employee (member of Property Services management) to the 2020 Dude University would enable all of Property Services management personnel to improve their usage of these systems through a "train the trainer" approach.

Budget Detail:

Travel and Training	2,060
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Total:	2,060

Barefoot Bay Recreation District

FY20 Proposed Budget

Decision Point

Title: Dart Machines (2) and Free Use
 Department: Property Services
 Sub-Dept.: Recreation
 FY20 Costs: \$10,800

Justification:

Historically, BBRD provided two dart machines for residents use at the Lounge via a contract where the vendor provided the machines and service at no cost and split the revenue 50/50 with BBRD (which has been accounted as Food & Beverage Department revenue). However as the current vendor is planning to cease operations later this calendar year, residents have voiced their displeasure with the amount of service needs. Additionally, dart players have questioned the historic practice of "pay for play" for darts as opposed to the "free" use of the pool tables, bocce ball courts, etc.

This decision point would end the practice of "pay for play" by BBRD purchasing dart machines and paying for maintenance and repairs as needed. BBRD would purchase 2 units costing \$3,500-\$4,000 each and then incur the cost for service and maintenance. No fee would be charged to resident for their use.

An alternate option would be for BBRD to lease units with all the revenue from the fees paid by players going to the vendor until a certain amount is reached (\$3,000 was proposed by one vendor) who would then split the remaining annual receipts with BBRD (previously mentioned vendor offered to give BBRD 25% of receipts over \$3,000 annually).

This decision point is not recommended in lieu of seeking another vendor with a similar arrangement as exists with the current provider (no leasing or purchase cost and revenue split between the vendor and BBRD) but provided for the edification of the reader concerning options of the status quo.

Budget Detail:

R & M Equipment	Dart Machines purchase	7,500
	Maintenance	1,800
Expenditures Sub-Total:		9,300
Vending Machine Income	F&B: Lounge	(1,500)
Revenues Sub-Total:		(1,500)
Total Net Cost:		10,800

Barefoot Bay Recreation District

FY20 Proposed Budget

Decision Point

Title: Utility Cart for Custodian Supervisor (added by staff after FY20-24 5yrFM&CIP workshop)
 Department: R&M/Capital
 Sub-Dept.: _____
 FY20 Costs: \$8,500

Justification:

Prior supervisor preferred to ride with another employee when traveling from one site to another. Current supervisor prefers to independently monitor the cleanliness of buildings, meeting room set-ups and other tasks. This decision point would eliminate currently inefficient time when the Custodian Supervisor has to wait for a BBRD vehicle to use.

Budget Detail:

Capital Outlay		8,500
Total:		8,500

Barefoot Bay Recreation District

FY20 Proposed Budget

Decision Point

Title: New Carpet and Flooring in Pro Shop (added by staff after FY20-24 5yrFM&CIP workshop)
Department: Golf - Pro Shop
Sub-Dept.: _____
FY20 Costs: \$7,500

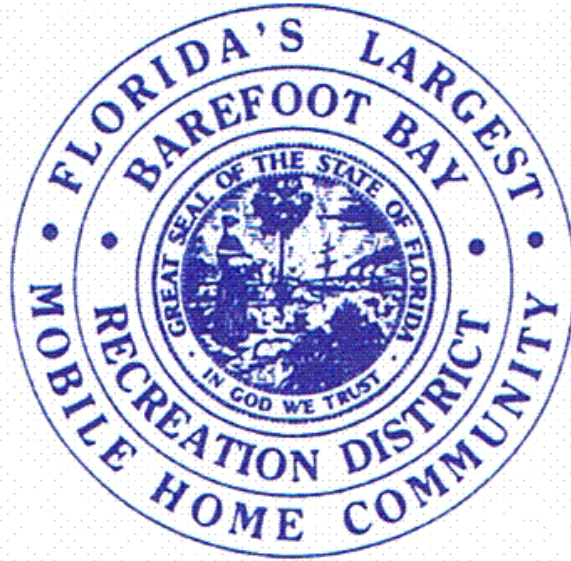
Justification:

The Pro Shop carpeting is aged, worn out and the seams in the middle of the floor may become a tripping hazard (in the future) to distracted customers walking through the area. An allowance is factored into this decision point for possible damage beneath the carpeting due to water spills, deterioration, etc.

Although this decision point was not recommended by the Community Manager, the BOT added it to the FY20 Proposed Budget.

Budget Detail:

R & M Buildings	7,500
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Total:	7,500



(This page left intentionally blank to ensure proper pagination.)



Board of Trustees Meeting Agenda Memo

Date: Tuesday, May 28, 2019
Title: **ARCC Appeal By Homeowner Case# 19-00205 917 Spruce Street**
Section & Item: 9.C.
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager
Attachments: 917 Spruce, 917 Sprucepic
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager

Requested Action by BOT

Staff recommends that the BOT uphold the decision by ARCC.

Background and Summary Information

ARCC permit for a (rich fill in the blank) was denied on 4/30/2019 by the ARCC (5-0 vote) based on Article III Section 13 of the DOR.

Temporary Portable or Free-Standing Structures: Temporary, portable or freestanding structures that are installed for longer than 48 hours are prohibited unless an application is completed, submitted to and approved by the ARCC. Further ARCC Guidelines under Temporary Portable or Free-Standing Structures all tents are banned.

The ARCC suggested the homeowner construct a permanent gazebo with screening wthat would be in compliance with the DOR and Guidelines.

The homeowner has the right to appeal the ARCC decision under Article II Section 2 of the DOR" In the event that a dispute arises in the interpretation by the ARCC of any requirement of this Article or of the regulations provided for herein above, such dispute shall be resolved by a majority vote of the Recreation District, whose decision shall be final and binding"

DENIED



THE BAREFOOT BAY RECREATION DISTRICT

ARCC PERMIT TO ERECT, PLACE OR ALTER HOME OR STRUCTURE

ARCHITECTURAL CONTROL COMMITTEE PERMIT

This is to certify that: ESPOSITO, SUSAN J

Acct#: 0203

Address: 917 SPRUCE STREET

Block: 4 Lot: 8

Has permission to construct/alter or place: Install 12' x 12' tent that is used to make a safe environment for the raising of monarch butterflies

Contractor/Builder: ESPOSITO, SUSAN J

Signature of ARCC Member

Signature of ARCC Member

**Architectural Review Control Committee
(A.R.C.C.) INSPECTION REPORT**

DATE:

COMMENTS:

DATE:

COMMENTS:

4/30/19

Denied

NOTE: CONSTRUCTION SHOULD BE COMPLETE WITHIN 120 DAYS.
NORMALLY FIVE ROUTINE INSPECTIONS SHOULD BE MADE DURING THAT PERIOD.

DATE ISSUED: 04/30/2019

INSPECTOR: Stephane Fecteau

DATE EXPIRED: 08/28/2019

SIGNATURE: _____

COMPLETED/PASSED: _____

PERMIT: #ARC19-000205
FILE: #19-001627

The person accepting this permit shall conform to the terms of the application on file in the office of the Architectural Control Committee permitting office. This card must be displayed on the street side of the property in a PERMANENT, SUBSTANTIAL MANNER, and in a CONSPICUOUS, SHELTERED LOCATION, ACCESSIBLE to the COMMITTEE MEMBER. This permit is issued to satisfy the Deed of Restrictions requirements. **Additional county, state or federal permits may be required.**

rev'd
By 4/7/19



**BAREFOOT BAY RECREATION DISTRICT
ARCHITECTURAL REVIEW & CONTROL COMMITTEE**

APPLICATION TO ERECT, PLACE OR ALTER HOME OR STRUCTURE
IN BAREFOOT BAY MOBILE HOME SUBDIVISION

PROPERTY OWNER: Name Susan Esposito BBRD Acct #: 0203
Address 917 Spruce St Barefoot Bay FL 33976
Phone(s) 813-817-5201 E-mail Sjespold@aol.com
Construction location in Barefoot Bay: Block No. 4 Lot No. 8

The proposed construction will be completed as detailed in items 1 through 7 of this application and supporting documents. The requirements of *Guidelines for Use by the Architectural Review & Control Committee dated August 2018*, and the *Deed of Restrictions of Barefoot Bay Recreation District, Amended and Restated as of October 13, 2017* are known and are accepted as a part of this application. Initial (M)

1. Explain in detail what construction is proposed.

A 12x12 tent that is used to make a safe environment for the raising of monarch butterflies. (becoming extinct!)

2. What materials are to be used, and where?

I used 27 tent stakes to secure the tent and placed sand bags around as well.
Structure can be taken down in 5 mins if a hurricane or bad storm is announced

3. Who is to perform the work? (If owner, so state: if contractor or sub-contractor(s), List name(s) and type of work each will perform, and their license number)

Name	License#	Type of Work	Phone #

4. Locate proposed construction or addition on a copy of a Final Engineering Survey for the home and lot. Show shape, dimensions, location and identity of area(s) where construction will take place. Use same scale as that shown on Survey. If the proposed construction cannot be clearly shown on a Final Engineering Survey, include a scale drawing as previously described.

5. Work will commence _____ (date)

6. Work will be completed _____ (Approximate date)

7. Construction, erection, placement or alteration(s) proposed in this application is for:

- An existing mobile home/home site _____
- A new mobile home/home site _____
- A used mobile home placed on any lot within the subdivision _____

Additional comments this structure is hardly seen from the road and is not in any way offensive for people to look at. It is green and blends in with the oak trees.

BAREFOOT BAY RECREATION DISTRICT
ARCHITECTURAL REVIEW & CONTROL COMMITTEE

The undersigned property owner agrees to allow the members of the Architectural Review Control Committee, their agents and employees to enter upon the subject property, as needed, in order to conduct reasonable inspections to assure that the construction is in compliance with the *Guidelines for Use by the Architectural Review & Control Committee*, the Amended Deed of Restrictions, and the provisions of this application.

THE INSTRUCTIONS, WHICH ARE MADE A PART OF THIS APPLICATION, ARE UNDERSTOOD BY THE UNDERSIGNED.

“The undersigned hereby agrees to supply the ARCC with any additional information and/or documentation which may be requested by the ARCC.”

THE UNDERSIGNED CONTRACTOR/BUILDER AGREES TO REMOVE ALL DEBRIS FROM THE SUBJECT CONSTRUCTION LOCATION AND TO LEAVE THE PREMISES IN A NEAT AND ORDERLY CONDITION WITHIN FIVE (5) DAYS OF COMPLETION OF THE CONSTRUCTION, ADDITION OR ALTERATION OR WITHIN FIVE (5) DAYS OF THE EXPIRATION OR TERMINATION OF THE ARCC APPROVAL, WHICHEVER OCCURS FIRST. IN THE EVENT THAT ARCC DETERMINES THAT THE SUBJECT CONSTRUCTION LOCATION HAS NOT BEEN LEFT IN SUCH A NEAT AND ORDERLY CONDITION, THEN WRITTEN NOTICE THEREOF WILL BE PROVIDED TO THE UNDERSIGNED CONTRACTOR/BUILDER ADVISING YOU TO PROPERLY CLEAN UP THE PREMISES WITHIN FIVE (5) DAYS OF RECEIPT OF THE NOTICE. IF YOU FAIL TO SO ACT WITHIN THIS PERIOD REQUIRING ACTION TO BE TAKEN AT LAW OR EQUITY EITHER FOR INJUNCTIVE RELIEF OR TO RECOVER DAMAGES, THE UNDERSIGNED AGREES TO PAY ALL COURT COSTS AND DISBURSEMENTS ALLOWED BY LAW, INCLUDING REASONABLE ATTORNEY’S FEES AT BOTH TRIAL AND APPELLATE LEVELS.

Dusan J. Eposito
 Signature of Property Owner

 Signature of Contractor and/or Builder Responsible for drawing Brevard County Building Permit

4/17/2019
 Date

 Date

For office use only

REQUEST FOR PERMIT:
 DATE 4/30, 2019
 Approved
 Disapproved
[Signature]
 (Member)
[Signature]
 (Member)

REQUEST FOR EXTENSION:
 DATE _____, 20____
 Approved
 Disapproved

 (Member)

 (Member)

REQUEST FOR CHANGE:
 DATE _____, 20____
 Approved
 Disapproved

 (Member)

 (Member)

Remarks _____

BAREFOOT BAY RECREATION DISTRICT
ARCHITECTURAL REVIEW & CONTROL COMMITTEE

INSTRUCTIONS FOR PREPARING
"APPLICATION TO ERECT, PLACE OR ALTER MOBILE HOME IN BAREFOOT BAY"

COMPLETING APPLICATION FORM:

Applicant will prepare or have prepared an application form and furnish the following information thereon. When necessary, additional sheets may be used.

- a. Reason for addition or change.
- b. Floor plan delineating shape, size, height, identify of area(s) for the proposed construction.
- c. Location of proposed construction or change, imposed on a Final Survey copy of the mobile home and lot, giving placement and dimensions. Use same scale as the Final Survey.
- d. Where owner is contractor and is absent from Barefoot Bay, a responsible agent must be designated and empowered to act for applicant.
- e. Complete all items numbered 1 through 7.
- f. Applicant's name and signature of property owner on Pages 1 and 2 of this application must be that of the owner holding recorded title to property on which construction is to take place.

ALL APPLICANTS ARE RESPONSIBLE FOR:

- a. Furnishing the Brevard County Building Department a copy of the approved ARCC application to support application for Building Permits.
- b. Obtaining or having obtained all required Building Permits from Brevard County Building Department and posting same at time construction or set-up commences.
- c. Calling or having contractor call for required inspections by the Brevard County Building Department.
- d. Filing a supplemental application with the ARCC for approval of any deviation from the approved application.
- e. Assuring the construction is completed as specified in application drawings, specification or supplemental application approved by ARCC.
- f. Contacting the State One Call System (811) prior to digging.
- g. When fences are installed:
 1. The owner/applicant shall assume responsibility for any damage to existing utilities which may occur during the installation of the fence.
 2. The owner/applicant agrees that if, for any reason, a utility work crew finds it necessary to remove the fence to repair or maintain their installations, replacement of the fence will be made at the expense of the owner/applicant.
- h. Applicants are responsible for complying with all Federal, State and Local Laws and Ordinances. *Initials ()*

APPLICANTS FOR NEW OR USED MOBILE HOME INSTALLATION:

The following ADDITIONAL DATA is required of applicants proposing to install a new or used mobile home on a lot in the Barefoot Bay Subdivision.

- a. Year, make and model of mobile home.
- b. Copy of Manufacturer's specifications and floor plan.
- c. Location of proposed installation imposed on a Preliminary Engineering Survey of the site.
- d. An enlarged scale drawing of the proposed construction MAY be submitted to more clearly define the position and dimension. This will not eliminate the need for a scale drawing on a preliminary engineering survey of the site.
- e. Approximate cost of the total construction.
- f. Copy of recorded title (warranty deed or similar recorded document) for the lot in applicant's name.
- g. Applications for installation of USED mobile home shall provide:
 1. A copy of Motor Vehicle Certificate of Title, State of Florida, in applicant's name. A double-wide requires (2) certificates.
 2. Close-up photographs, in color, of end and full side views (4 pictures) of the home at present site. (Minimum size of photos – 3" X 4")

This application will be acted on at a regularly scheduled ARCC Committee Meeting. The meetings are held bi-weekly on Tuesday morning. The reviewed application will be made available to the applicant at 931 Barefoot Blvd, Unit 1 the Thursday following the meeting. Phone 772-664-4722, Fax 772-664-7552, Email: arccpermits@bbrd.org



Document: 917 spruce

Date Taken:04/22/2019
Address:917 SPRUCE STREET

Taken by:Stephane Fecteau
Case Number:19-001627



Board of Trustees Meeting Agenda Memo

Date: Tuesday, May 28, 2019
Title: **Revised ARCC Guidelines**
Section & Item: 9.D.
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager
Attachments: ARCC Guidelines May 28 2019 Mark Up, ARCC Guidelines May 28 2019 Clean
Reviewed by
General Counsel: Yes
Approved by: John W. Coffey, ICMA-CM, Community Manager

Requested Action by BOT

Review ARCC promulgated rules and regulations revised by the ARCC and approved by a majority of the ARCC on April 30, 2019.

Background and Summary Information

Pursuant to the Article II, Section 2 of the Deed of Restrictions: The ARCC shall have the authority to promulgate regulations relating to all construction and landscaping for lots within Barefoot Bay. Such regulations may, without formal amendment of this Deed of Restrictions, be created, amended, modified, altered or changed by a majority vote of the ARCC, provided, however, that notice of any such amendment, modification, alteration or change to the regulations shall be given in writing to the Recreation District as soon as practicable after adoption thereof by the ARCC. A copy of any such amendment, modification, alteration or change to such a regulation shall be maintained online at the official Recreation District website as well as in the offices of the Recreation District and shall be made available on request to any interested party upon payment of a reasonable copying fee.

DOR Article II, Section 3 – page 6

15. A Lamp Post approved by the ARCC shall be installed in front of all Residences and maintained in operational condition. Said Lamp post shall be illuminated from dusk to dawn ~~during any time that the residence is occupied~~ **in accordance with the ARCC Guidelines.**

Carport and Driveway – page 7

Definition of a carport – A shelter for an automobile attached to the mobile home. It consists of a concrete slab base and an aluminum/shingle roof with support posts and fascia. A fully enclosed carport (garage) may be permitted in place of an open carport. **The garage door opening must be at least 8' wide.**

Lamppost – page 8

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

Porch (Patio and Decks)

Decks

Decks are an optional addition not requiring a roof. Decks must be abutting the home and must have matching handrails and steps. All open decks must be skirted with lattice or other ARCC approved materials. They must be constructed out of pressure-treated wood, composite deck board, poured concrete or other approved material. Steps from the deck must land on a concrete pad.¹⁰ All decks should be **must** a minimum of 6' x 6' **8' x 8'**.

Siding Materials

Approved siding materials for manufactured/modular homes, garages and accessory buildings are stucco, vinyl, aluminum, coated engineered wood panel¹⁷, **or** hardie board lap siding ~~or other approved material.~~

Steps & Handicap Ramps

Entrance **ALL** steps to the home without a landing¹⁸ must be constructed of concrete.

Entrance steps to the home with a landing may be constructed of concrete, pressure treated wood, fiberglass or other ARCC approved material. Landings must be a minimum of 3' x 3' up to 6' x 6'.

Additions:

- All ARCC Guidelines must be followed when decorating homes for the holidays
- Hot tub covers must be labeled ASTM F1346-91



Guidelines for use by
THE ARCHITECTURAL REVIEW & CONTROL COMMITTEE

AUGUST-MAY 2018 2019

TABLE OF CONTENTS.....	1 - 2
DOR Article II, Section 1. Architectural Review & Control Committee.	3
DOR Article II, Section 2. Requirements for approvals by ARCC.....	4
DOR Article II, Section 3. Architectural Design and Installation Requirements.	5
DOR Article II, Section 4. Setbacks	6
Specification, Definitions and Approved Materials	7
Air Conditioning Units Specification	7
Carport and Driveway	7
Fencing	8
Generators and Propane tanks.....	8
Gutters.....	8
Lamppost.....	8
Landscaping & Privacy Materials.....	9
Porch (Patio) and Decks.....	10
Roof.....	11
Skirting Material for the Home.....	11
Siding Materials	11
Steps & Handicap Ramps.....	11
Temporary Portable or Free Standing Structures.	11
Utility Building	12
Used Mobile Homes	12
Miscellaneous	12
Furniture outside the home.....	12
Gazebo	12
Hurricane Shutters.....	13

Maintenance of Exterior of Homes.....13

Painting of wood.....13

Prefabricated storage unit.....13

DOR Article II, Section VI. Enforcement of Architectural Control Requirements. ...13

These guidelines will be used in reviewing and approving application for construction or alterations in Barefoot Bay Recreation District. In addition, all structures must meet any applicable requirements of the Code of Ordinances of Brevard County, FL. Architectural Review & Control Committee ("ARCC") applications are required for the following:

All new and used homes placed on any lot within the subdivision.

1. All additions to any property.
2. All property renovations to existing structures except:
 - a. Awnings for windows.
 - b. Replacement of A/C pads.
 - c. Minor repairs without modification to existing construction, not exceeding \$500.
3. Replacement of A/C units.

Note: These guidelines are to be used for Barefoot Bay ARCC. It is the responsibility of the lot owner to contact Brevard County for their permitting requirements.

ARCHITECTURAL REVIEW & CONTROL

DOR Article II, Section 1. Architectural Review & Control Committee.

An Architectural Review & Control Committee shall be established to enforce the provisions of this article. The ARCC shall consist of five (5) members, who shall be appointed as follows:

- A. The Board of Trustees of the Recreation District shall appoint a Member of the Board of Trustees to serve as Liaison to the ARCC.
- B. Five Voting member of the ARCC shall be appointed as follows: Two (2) by the Board of Trustees and three (3) by the Association, all of whom shall be Lot owners.
- C. Two (2) alternates shall be appointed, each to a three (3) year term as follows: One (1) by the Board of Trustees and one (1) by the Association, who shall both be Lot owners. Alternates shall only be permitted to vote when needed to establish a quorum as provided in the ARCC rules and procedures. If needed, the Chairman of the ARCC shall designate which alternate shall vote on any item.
- D. The Community Manager shall assign a Recreation District employee to serve as support staff responsible for the recording of notes and drafting of minutes. The Resident Relations Department shall retain original copies of all minutes and handouts from the meetings and shall publish an agenda seven (7) days prior to each meeting.
- E. ARCC Members will be appointed by the Board of Trustees as follows: one (1) member appointed by the Association for one (1) year term; one (1) member appointed by the Board of Trustees and one (1) member appointed by the Association, each for a two year (2) term; and one (1) member appointed by the Board of Trustees and one (1) member appointed by the Association, each for a three (3) term. At the expiration of the initial terms, new members will be appointed for terms of three (3) years each. If a member resigns or otherwise vacates his/her seat before the expiration of

his/her term, a new member will be appointed to fill the open seat and serve the balance of the unexpired term.

F. Quorum and Conduct of Business

1. In order to conduct the business of the committee, a quorum must be present. A quorum will exist when a simple majority of three (3) voting members are present. A simple majority of those present is needed to take action on any item.
2. The ARCC shall hold an organizational meeting each year as soon after January 1 as is practicable. The ARCC shall select a Chairman and a Vice-Chairman from among its membership at the organizational meeting. The Vice-Chairman will chair the meeting when the Chairman is absent.
3. Each Member of the Committee shall have one (1) vote on each permit application.
4. The ARCC may also adopt such rules and procedures as it may deem to be appropriate for the conduct of its business; provided, however, that such rules may not be inconsistent with the provision of this article.

DOR Article II, Section 2. Requirements for approvals by ARCC

No building or other structure shall be erected or placed on any Lot, nor shall the exterior of any such building or structure or the driveways or parking areas serving such building or structure be altered in any way unless and until two sets of the complete building plans, two sets of complete specifications and two copies of a plot plan have been submitted to the ARCC and approved by it in writing. An application for such approval shall demonstrate to the satisfaction of the ARCC that:

1. The said building or other structure complies in all respects with the Provisions of this instrument; and
2. The said building or other structure is in conformity and harmony with such written rules as may from time to time be adopted by the ARCC.

The ARCC's approval of the said plan specifications and plot plans shall be evidenced by the signature of its Chairman or Vice-Chairman on the plans, specifications and plot plans submitted by an applicant. One set of approved plans shall be returned to the applicant and the other shall be retained by the ARCC among its permanent records.

In the event the ARCC fails to approve or disapprove an application within thirty (30) days after the complete application has been submitted to the ARCC, the ARCC shall be deemed to have approved the application in all respects.

The ARCC shall have the authority to promulgate regulations relating to all construction and landscaping for lots within Barefoot Bay. Such regulations may, without formal amendment of this Deed of Restrictions, be created, amended, modified, altered or changed by a majority vote of the ARCC, provided, however, that notice of any such amendment, modification, alteration or change to the regulations shall be given in writing to the Recreation District as soon as practicable after adoption thereof by the ARCC. A copy of Guideline for Use by the Architectural Review and Control Committee (ARCC Guidelines), any such amendment, modification, alteration or change to such a regulation shall be maintained online at the official Recreation District website as well as in the offices of the Recreation

District and shall be made available on request to any interested party upon payment of a reasonable copying fee.

In the event that a dispute arises in the interpretation by the ARCC of any requirement of Article II of the DOR or of the regulations provided for herein above, such dispute shall be resolved by a majority vote of the Recreation District, whose decision shall be final and binding.

When an application for repairs or construction is denied, the applicants have an opportunity to appeal to the Architectural Review Control Committee once and will be given a chance to modify or revise the type of repairs or construction proposed to comply with the Deed of Restrictions Architectural Review Control Committee guidelines. It is the resident's responsibility to notify the Architectural Review Control Committee of Intent to Appeal. In the event that a dispute arises in the interpretation by the ARCC of any requirements of Article II of the DOR or of the regulations provided for herein after, such dispute shall be resolved by a majority vote of the Recreation District, whose decision shall be final and binding.

DOR Article II, Section 3. Architectural Design and Installation Requirements.

A manufactured or modular home installed on any lot in Barefoot Bay shall meet the following design and installation requirements and shall be continuously maintained in compliance with such requirements.

- A. All such homes shall be installed at the Lot Owners expense, and such installation shall have the following features and conform to the following requirements:
1. A patio roof, including posts and fascia, fabricated of aluminum or other approved material. Minimum requirement – Sixty (60) square feet.
 2. A garage or a carport roof, including posts and fascia, fabricated of aluminum or other approved material.
 3. A utility room fabricated of aluminum or other approved materials. A utility room is a building designed to house common household tools and equipment, and for general storage. The base of the building is a concrete slab. It may be used for housing a washer, dryer and automatic hot water heater. A utility building must be structurally attached by full roof to the modular coach (mobile home) or carport at eave level. A utility room shall conform to all specific dimensions as approved and recorded by the ARCC.
 4. A patio slab made of poured concrete, brick pavers, or other approved material. Minimum requirement – Sixty (60) square feet.
 5. A covered concrete carport slab having a minimum unobstructed area (except for steps) of eleven (11) feet by eighteen (18) feet.
 6. A concrete driveway extending from the carport slab to the curb of the adjacent street which driveway shall include a widened or flared area as it approaches the street. All driveways and parking areas shall be of poured and reinforced concrete material.
 7. Skirting material sufficient to completely enclose the entire base of the home. The skirting may be stucco skirting, stone skirting, outdoor Hardie Board skirting, or other approved material.
 8. Central water, sewer and electricity connected to the home.
 9. Landscaping with appropriate plants, grass, shrubs and/or trees in compliance with regulations adopted by the ARCC.

10. No dock, wharf, landing, boathouse or other structure shall extend from any Lot over or on any lake, canal, and water way or drainage easement.
 11. Each home shall be complete, set up on piers, shall be leveled, and shall have a running gear and tongue of the manufactured or modular home removed as appropriate to the style of home being installed.
 12. Each manufactured or modular home shall be tied down in accordance with all applicable building codes and with such installation inspection as required by law.
 13. No manufactured or modular home installed on any Lot shall be more than four (4) years old.
 14. A final survey showing the location of the home shall be submitted to the ARCC.
 15. A Lamp Post approved by the ARCC shall be installed in front of all Residences and maintained in operational condition. Said Lamp post shall be illuminated from dusk to dawn ~~during any time that the residence is occupied~~ in accordance with the ARCC Guidelines.¹
 16. The address number of all Residences shall be affixed to the front of the carport or garage in such a manner as to be clearly visible and legible from the public or private way on which the home fronts. The numerals of the address number shall not be less than three (3) inches in height and one-half (1/2) inches in width.
 17. A utility building (Minimum size 48 square feet)
- B. Manufactured or modular homes installed upon lots within Barefoot Bay shall be installed only by contractors who are duly licensed for such installations by appropriate governing authorities.
 - C. All installation shall meet all the applicable construction codes of Brevard County and the State of Florida, and shall meet all requirements of Article II of the DOR.
 - D. The length of time to complete construction on Architectural Review Control Committee permits shall be four (4) months.
 - E. No more than one manufactured or modular home shall be placed on each Lot within Barefoot Bay. Two or more sections of a manufactured or modular home may be joined to form a single dwelling unit.
 - F. No manufactured or modular home installed on any Lot after July 1, 1999, shall be less than 20 feet in width and or less than 34 feet in length, including the hitch.
 - G. All manufactured or modular homes placed on any lot in Barefoot Bay shall have complete sanitary facilities including lavatory, wash basin, tub or shower and kitchen sink. All homes shall be connected to public sewer and a public water supply in conformity with all requirements of applicable government agencies.
 - H. Prior to sodding, provisions shall be made for property line drainage swales. Said swales shall be designed to carry run-off water from rear and sides of the home to the front curb-gutter.

DOR Article II, Section 4. Setbacks

The placement and installation of manufactured or modular homes on any lot in Barefoot Bay shall require the following setbacks from Lot lines:

1. **Corner Lots**
 - Rear Setback - 7 ½ feet
 - Side Setback from Adjacent lot- 7 ½ feet

¹ Promulgated Rule approved by ARCC April 30, 2019 and presented to BOT May 28, 2019

Setback from remaining side lot line and front lot line - 10 feet and 15 feet with the property owner having the choice as to which of the two setbacks shall be 10 feet and which of the two shall be 15 feet.

2. **Interior Lots**

Rear Setback - 7 ½ feet

Side Setback - 7 ½ feet

Front Setback - 10 feet

Measurement of setbacks shall not include air conditioners, walkways, reception antennas and steps where no vertical supports are used. Vertical supports are posts supporting a roof. The maximum width of walkways in a setback is 36”.

Specification, Definitions and Approved Materials

Air Conditioning Units Specification

1. All central A/C Units on Barefoot Bay residential lots are required to be placed on an A/C pad, constructed of concrete or other approved material or integrated into the home,² specifically, ground level concrete material unless specific property is in a flood zoned area designated by Brevard County and the National Flood Insurance Program of the Federal Emergency Management Agency.
2. Window or wall A/C units must be supported by structure of the home. Ground bracing is prohibited.³

Carport and Driveway

Definition of a carport – A shelter for an automobile attached to the mobile home. It consists of a concrete slab base and an aluminum/shingle roof with support posts and fascia. A fully enclosed carport (garage) may be permitted in place of an open carport. The garage door opening must be at least 8’ wide.⁴

A concrete carport slab having a minimum unobstructed area (except for steps) of eleven (11) feet by eighteen (18) feet, with aluminum fabricated, wood or shingle roof, or a combination thereof, including posts and fascia.

The minimum unobstructed car parking space on carport slab, between side steps and post, is 8 feet 4 inches. An enclosed carport may be permitted in place of an open carport, but not for the purpose of storing an R.V., which would not otherwise be permitted. Exceptions that may develop on difficult lots will be reviewed on an individual basis

Approved materials

Approved materials - Carport- Framework constructed of aluminum, concrete block or wood. (All wood including post & poles must be covered with aluminum, vinyl or paint to match home.)

² Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

³ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

⁴ Promulgated Rule approved by ARCC April 30, 2019 and presented to the BOT May 28, 2019

Driveway - A concrete driveway extending from the carport slab to the curb of the adjacent street which driveway shall include a widened or flared area as it approaches the street. All driveways and parking areas shall be of poured and reinforced concrete material. Concrete reinforced pavers set in concrete mix are allowed.

Fencing⁵

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

Picket fence definition:⁶ A picket fence is a type of vinyl fence that has evenly spaced vertical boards made of vinyl material. Each picket is attached to horizontal rails. The space between each picket must be at least the width of the picket.

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

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

Article II, Section 5 of the DOR⁷ permits only chain link and vinyl picket fencing. Article II, Section 5 of the DOR does not permit privacy stockade fences (a fence of closely fitted vertical boards) regardless of material.

No covering may be installed on fences. Privacy slats may be installed in chain link fences, however, the slats must be uniformly installed, cleaned and maintained⁸ and may not extend beyond the top of the fence.

Generators and Propane tanks

Emergency generators, propane tanks, and other liquid type fuel tanks⁹ are approved subject to concealing them with approved landscaping, 4 ft. high vinyl walls, 6 ft. vinyl lattice walls or underground. A permit from Brevard County must be submitted with the ARCC application for a generator or propane tank.¹⁰

Gutters

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

Lamppost

Location: the lamppost should be located between the front of the house and the front property line, near the front lawn side of the driveway. The lamppost must be on the owner's property and not in the front right-of way. Lamppost must be illuminated from dusk to dawn.¹¹

⁵ Promulgated Rule approved by ARCC June 7, 2011 and presented to the BOT July 8, 2011

⁶ Promulgated Rule approved by ARCC November 25, 2014 and presented to the BOT December 12, 2014

⁷ Promulgated Rule approved by ARCC November 25, 2014 and presented to the BOT December 12, 2014

⁸ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

⁹ Promulgated Rule approved by ARCC August 30, 2011 and presented to the BOT September 27, 2011

¹⁰ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

¹¹ Promulgated Rule approved by ARCC April 30, 2019 and presented to the BOT May 28, 2019

Height: The standard lamppost comes approximately 6 ft. 6 in. long. The standard depth to bury the post is 1 ½ ft. to 2 ft. deep, leaving approximately 5 ft. of lamppost above ground.

Wattage: The minimum wattage for a florescent bulb is 20. The minimum wattage for an incandescent style bulb is 40. A substitute bulb type may be used, provided it provides documented light output equal to or greater than a 40-watt incandescent bulb. This included, but is not limited to, LED, solar and halogen.

Illumination of Bulb: The color of the bulb must be white, clear or yellow, and must not be impeded by any landscaping or material.¹²

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

Electric eye sensor lights are approved.

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

Landscaping & Privacy Materials

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

Prior to sodding, provisions shall be made for property line drainage swales. Said swales shall be designed to carry run-off water from rear and sides of the home to the front curb-gutter.¹³

Plantings and trees shall not encroach neighbor's property. In the event encroachment occurs, it is the encroaching property owner's responsibility to correct it.¹⁴

All invasive plants, including but not limited to, pepper trees, Australian pines and bamboo, are banned from Barefoot Bay. All existing invasive plants must be removed by January 1, 2022.¹⁵

Raised Garden Beds adjoining the home are permitted up to 3 feet wide. Freestanding raised garden beds, up to 30" high, with a cumulative total of no more than 48 square feet, are permitted. Requests for exceptions must be submitted to ARCC.¹⁶

All lawn decorations, statues, planters and the like shall be aesthetically harmonious with the community.¹⁷

- A. **Privacy landscaping materials** defines a barrier or opaque screen which is utilized on the side of carports, around decks, or runs along any lot line or parallel to any lot line. Such barrier or opaque screen may not exceed six (6) feet in height (see exception below) and may be constructed of vinyl panels, painted wood, vinyl lattice, powder coated aluminum,

¹² Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

¹³ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

¹⁴ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

¹⁵ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

¹⁶ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

¹⁷ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

steel or other ARCC approved materials.¹⁸ No cumulative total of feet for all barriers on any one property may exceed thirty-two (32) feet.¹⁹ Said barrier or opaque screen shall comply with the provisions of Sec. 62-2109 Code of Ordinances of Brevard County, Florida.

Exception-vinyl barriers used for privacy along the carport may be up to eight feet in height, however, the length of the privacy panels in the carport will be included in the cumulative total of 32 foot. ARCC permits are required for all privacy landscape material.

Porch (Patio) and Decks

Definition of Porch (Patio)

A porch (patio) is a covered area structurally attached to the outside of the mobile home. The porch (patio) floor is a concrete slab. The minimum size for a patio roof and patio slab is 60 square feet.²⁰

The following are recognized types:

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

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

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

Approved Materials for porch (Patio)

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

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

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

Decks

Decks are an optional addition not requiring a roof. Decks must be abutting the home and must have matching handrails and steps. All open decks must be skirted with lattice or other ARCC approved materials. They must be constructed out of pressure-treated wood, composite deck

¹⁸ Promulgated Rule approved by ARCC September 20, 2016 and presented to the BOT September 27, 2016

¹⁹ Promulgated Rule approved by ARCC March 19, 2013 and presented to the BOT March 26, 2013

²⁰ Promulgated Rule approved by ARCC March 19, 2013 and presented to the BOT March 26, 2013

board, poured concrete or other approved material. Steps from the deck must land on a concrete pad.²¹ All decks ~~should be~~ must a minimum of ~~6' x 6'~~ 8' x 8'.²²

All decks higher than 30" above grade must have a guardrail. The requirements for the guardrails are they need to be at least 36" in height measured from the deck surface to the top of the rail.

Roof

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

Skirting Material for the Home

Definition of Skirting material- material that is sufficient to enclose the entire base of the home. It is constructed of stucco, stone, stucco finished concrete block, outdoor Hardie Board skirting or other ARCC approved material.²³ (Hardie Board bolts & seams have to be concealed with Stucco type finish) Wood framing is not allowed. Vinyl skirting is not allowed.

Siding Materials

Approved siding materials for manufactured/modular homes, garages and accessory buildings are stucco, vinyl, aluminum, coated engineered wood panel²⁴ or²⁵ hardie board lap siding ~~or other approved material.~~

Steps & Handicap Ramps

~~Entrance~~ All²⁶ steps to the home ~~without a landing~~ must be constructed of concrete.

~~Entrance steps to the home with a landing may be constructed of concrete, pressure treated wood, fiberglass or other ARCC approved material. Landings must be a minimum of 3' x 3' up to 6' x 6'.~~²⁷

Handicap ramps must be constructed of suitable building material and maintained in good condition. Ramps reducing the required space in a carport must be removed when no longer needed.²⁸

Temporary Portable or Free-Standing Structures.²⁹

The DOR requires that all temporary, portable or freestanding structures installed for longer than 48 hours require an approved ARCC permit. ARCC requires all temporary, portable freestanding structures, including playgrounds, must be placed in the back yard and anchored. They must meet all state of Florida and Brevard County building codes.

²¹ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

²² Promulgated Rule approved by ARCC April 30, 2019 and presented to the BOT May 28, 2019

²³ Promulgated Rule approved by ARCC September 20, 2016 and presented to the BOT September 27, 2016

²⁴ Promulgated Rule approved by ARCC December 9, 2011 and presented to the BOT January 17, 2012

²⁵ Promulgated Rule approved by ARCC April 30, 2019 and presented to the BOT May 28, 2019

²⁶ Promulgated Rule approved by ARCC April 30, 2019 and presented to the BOT May 28, 2019

²⁷ Promulgated Rule approved by ARCC April 30, 2019 and presented to the BOT May 28, 2019

²⁸ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

²⁹ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

Above ground pools must be completely enclosed by a fence.

The following items are banned:

- Trampolines larger than 6 feet in diameter
- All tents, and portable shelters
- Car canopy's and garages
- All pop-up structures.

Utility Building

Definition of Utility Building

A building designed to house common household tools and equipment, and for general storage. The base of the building is a concrete slab. It may be used for housing a washer, dryer, and hot water heater. A utility building must be structurally attached by full roof to the mobile home or carport at eave level. The minimum size of a utility building is 48 square feet.

Materials

1. Types of acceptable materials
 - a. Wood or aluminum framework
 - b. Siding consistent to that of the mobile home exterior and matching in its color.
 - c. Aluminum lap or vinyl siding over approved framework, with construction to match the exterior surface of the mobile home.
2. The use of metal on exterior framework or siding is not permitted.

Dimensions

1. Height of construction shall conform to existing construction, such as carport roof, patio (porch) roof, or mobile home eave.
2. The minimum size of a utility building is 48 square feet on the base.

Construction

1. A utility building, if constructed as a part of the carport slab, shall be built on a raised concrete slab which is at least one (1) inch above the surface of the carport floor, except on renovations.
2. Prior to construction, approval must have been obtained in writing from the ARCC.
3. Consistent with County building codes, pressure treated lumber must be used on contact with concrete.

Used Mobile Homes

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

In addition, applicant must provide the following:

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

Miscellaneous³⁰

Furniture outside the home

No indoor furniture is allowed on any unscreened area of the property.

Gazebo³¹

Does not need to be structurally attached to the home, must be anchored down, must meet setback requirements, must be maintained in good condition and must meet Brevard County requirements.

Approved materials include metal, wood, canvas canopy top or other approved material.

The gazebo must be kept free of all items of personal property except for customary outdoor items such as exterior patio or porch furniture and barbecue grills.

Hurricane Shutters³²

Hurricane Shutters may be of a material chosen by the unit owner to protect their residence. If plywood is chosen, it shall be painted and/or decorated to match the color of the house.³³

Maintenance of Exterior of Homes³⁴

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

Painting of wood³⁵

Exposed wood sections of carports, utility buildings, patios, screen rooms, decks and lattice, must be painted and/or stained, providing the paint is aesthetically compatible with or blending in architecturally with the rest of the home and the other homes in Barefoot Bay.³⁶

Prefabricated storage unit³⁷

Only one prefabricated (plastic) storage unit, placed adjacent to the home, no larger than twenty (20) square feet, will be considered a customary outdoor item for the purpose of Article 3 Section 2C of the DOR. The storage unit must be placed on a concrete slab and must be strapped or anchored.

³⁰ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

³¹ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

³² Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

³³ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

³⁴ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

³⁵ Promulgated Rule approved by ARCC December 8, 2015 and presented to the BOT January 8, 2016

³⁶ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

³⁷ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

When submitting an ARCC permit after the work has begun, the property owner must personally appear at the next scheduled ARCC meeting to have their application reviewed by the Committee.³⁸

DOR Article II, Section VI. Enforcement of Architectural Control Requirements.

- (A) In the event that the ARCC determines that there is a violation of the provisions of Article II of the DOR on any lot in Barefoot Bay, the ARCC shall give written notice to the Owner of such Lot specifying the nature of such violation and giving the Lot Owner a reasonable time of not less than 21 days to cure or correct such violation. Such written notice shall be either: delivered personally to one of the record owners of the Lot in question as shown on the Brevard County tax rolls, or mailed by certified U.S. Mail, return receipt requested, to the address of such Owner as shown on the Brevard County tax rolls.
- (B) In the event that the ARCC determines that the Owner to whom such a notice of violation has been given has not corrected the violation within the time set forth in the notice, the ARCC may, in its discretion, elect to forward the issue of such violation to the Board of Trustees of the Recreation District for further action. If the Board of Trustees of the Recreation District concurs that legal action is necessary to cause the alleged violation to be corrected, the Recreation District shall thereafter have the authority to bring an action for injunctive and other appropriate relief in a court of competent jurisdiction in Brevard County, Florida. If the Recreation District brings such legal action to enforce the provisions of Article II of the DOR, the Recreation District shall be entitled to an award of attorney's fees and court costs incident to such action.

³⁸ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018



Guidelines for use by
THE ARCHITECTURAL REVIEW & CONTROL COMMITTEE

AUGUST-MAY 2018 2019

TABLE OF CONTENTS.....	1 - 2
DOR Article II, Section 1. Architectural Review & Control Committee.	3
DOR Article II, Section 2. Requirements for approvals by ARCC.....	4
DOR Article II, Section 3. Architectural Design and Installation Requirements.	5
DOR Article II, Section 4. Setbacks	6
Specification, Definitions and Approved Materials	7
Air Conditioning Units Specification	7
Carport and Driveway	7
Fencing	8
Generators and Propane tanks.....	8
Gutters.....	8
Lamppost	8
Landscaping & Privacy Materials.....	9
Porch (Patio) and Decks.....	10
Roof.....	11
Skirting Material for the Home.....	11
Siding Materials	11
Steps & Handicap Ramps.....	11
Temporary Portable or Free Standing Structures.	11
Utility Building	12
Used Mobile Homes	12
Miscellaneous	12
Furniture outside the home.....	12
Gazebo	12
Hurricane Shutters.....	13

Maintenance of Exterior of Homes.....13

Painting of wood.....13

Prefabricated storage unit.....13

DOR Article II, Section VI. Enforcement of Architectural Control Requirements. ...13

These guidelines will be used in reviewing and approving application for construction or alterations in Barefoot Bay Recreation District. In addition, all structures must meet any applicable requirements of the Code of Ordinances of Brevard County, FL. Architectural Review & Control Committee ("ARCC") applications are required for the following:

All new and used homes placed on any lot within the subdivision.

1. All additions to any property.
2. All property renovations to existing structures except:
 - a. Awnings for windows.
 - b. Replacement of A/C pads.
 - c. Minor repairs without modification to existing construction, not exceeding \$500.
3. Replacement of A/C units.

Note: These guidelines are to be used for Barefoot Bay ARCC. It is the responsibility of the lot owner to contact Brevard County for their permitting requirements.

ARCHITECTURAL REVIEW & CONTROL

DOR Article II, Section 1. Architectural Review & Control Committee.

An Architectural Review & Control Committee shall be established to enforce the provisions of this article. The ARCC shall consist of five (5) members, who shall be appointed as follows:

- A. The Board of Trustees of the Recreation District shall appoint a Member of the Board of Trustees to serve as Liaison to the ARCC.
- B. Five Voting member of the ARCC shall be appointed as follows: Two (2) by the Board of Trustees and three (3) by the Association, all of whom shall be Lot owners.
- C. Two (2) alternates shall be appointed, each to a three (3) year term as follows: One (1) by the Board of Trustees and one (1) by the Association, who shall both be Lot owners. Alternates shall only be permitted to vote when needed to establish a quorum as provided in the ARCC rules and procedures. If needed, the Chairman of the ARCC shall designate which alternate shall vote on any item.
- D. The Community Manager shall assign a Recreation District employee to serve as support staff responsible for the recording of notes and drafting of minutes. The Resident Relations Department shall retain original copies of all minutes and handouts from the meetings and shall publish an agenda seven (7) days prior to each meeting.
- E. ARCC Members will be appointed by the Board of Trustees as follows: one (1) member appointed by the Association for one (1) year term; one (1) member appointed by the Board of Trustees and one (1) member appointed by the Association, each for a two year (2) term; and one (1) member appointed by the Board of Trustees and one (1) member appointed by the Association, each for a three (3) term. At the expiration of the initial terms, new members will be appointed for terms of three (3) years each. If a member resigns or otherwise vacates his/her seat before the expiration of

his/her term, a new member will be appointed to fill the open seat and serve the balance of the unexpired term.

F. Quorum and Conduct of Business

1. In order to conduct the business of the committee, a quorum must be present. A quorum will exist when a simple majority of three (3) voting members are present. A simple majority of those present is needed to take action on any item.
2. The ARCC shall hold an organizational meeting each year as soon after January 1 as is practicable. The ARCC shall select a Chairman and a Vice-Chairman from among its membership at the organizational meeting. The Vice-Chairman will chair the meeting when the Chairman is absent.
3. Each Member of the Committee shall have one (1) vote on each permit application.
4. The ARCC may also adopt such rules and procedures as it may deem to be appropriate for the conduct of its business; provided, however, that such rules may not be inconsistent with the provision of this article.

DOR Article II, Section 2. Requirements for approvals by ARCC

No building or other structure shall be erected or placed on any Lot, nor shall the exterior of any such building or structure or the driveways or parking areas serving such building or structure be altered in any way unless and until two sets of the complete building plans, two sets of complete specifications and two copies of a plot plan have been submitted to the ARCC and approved by it in writing. An application for such approval shall demonstrate to the satisfaction of the ARCC that:

1. The said building or other structure complies in all respects with the Provisions of this instrument; and
2. The said building or other structure is in conformity and harmony with such written rules as may from time to time be adopted by the ARCC.

The ARCC's approval of the said plan specifications and plot plans shall be evidenced by the signature of its Chairman or Vice-Chairman on the plans, specifications and plot plans submitted by an applicant. One set of approved plans shall be returned to the applicant and the other shall be retained by the ARCC among its permanent records.

In the event the ARCC fails to approve or disapprove an application within thirty (30) days after the complete application has been submitted to the ARCC, the ARCC shall be deemed to have approved the application in all respects.

The ARCC shall have the authority to promulgate regulations relating to all construction and landscaping for lots within Barefoot Bay. Such regulations may, without formal amendment of this Deed of Restrictions, be created, amended, modified, altered or changed by a majority vote of the ARCC, provided, however, that notice of any such amendment, modification, alteration or change to the regulations shall be given in writing to the Recreation District as soon as practicable after adoption thereof by the ARCC. A copy of Guideline for Use by the Architectural Review and Control Committee (ARCC Guidelines), any such amendment, modification, alteration or change to such a regulation shall be maintained online at the official Recreation District website as well as in the offices of the Recreation

District and shall be made available on request to any interested party upon payment of a reasonable copying fee.

In the event that a dispute arises in the interpretation by the ARCC of any requirement of Article II of the DOR or of the regulations provided for herein above, such dispute shall be resolved by a majority vote of the Recreation District, whose decision shall be final and binding.

When an application for repairs or construction is denied, the applicants have an opportunity to appeal to the Architectural Review Control Committee once and will be given a chance to modify or revise the type of repairs or construction proposed to comply with the Deed of Restrictions Architectural Review Control Committee guidelines. It is the resident's responsibility to notify the Architectural Review Control Committee of Intent to Appeal. In the event that a dispute arises in the interpretation by the ARCC of any requirements of Article II of the DOR or of the regulations provided for herein after, such dispute shall be resolved by a majority vote of the Recreation District, whose decision shall be final and binding.

DOR Article II, Section 3. Architectural Design and Installation Requirements.

A manufactured or modular home installed on any lot in Barefoot Bay shall meet the following design and installation requirements and shall be continuously maintained in compliance with such requirements.

- A. All such homes shall be installed at the Lot Owners expense, and such installation shall have the following features and conform to the following requirements:
1. A patio roof, including posts and fascia, fabricated of aluminum or other approved material. Minimum requirement – Sixty (60) square feet.
 2. A garage or a carport roof, including posts and fascia, fabricated of aluminum or other approved material.
 3. A utility room fabricated of aluminum or other approved materials. A utility room is a building designed to house common household tools and equipment, and for general storage. The base of the building is a concrete slab. It may be used for housing a washer, dryer and automatic hot water heater. A utility building must be structurally attached by full roof to the modular coach (mobile home) or carport at eave level. A utility room shall conform to all specific dimensions as approved and recorded by the ARCC.
 4. A patio slab made of poured concrete, brick pavers, or other approved material. Minimum requirement – Sixty (60) square feet.
 5. A covered concrete carport slab having a minimum unobstructed area (except for steps) of eleven (11) feet by eighteen (18) feet.
 6. A concrete driveway extending from the carport slab to the curb of the adjacent street which driveway shall include a widened or flared area as it approaches the street. All driveways and parking areas shall be of poured and reinforced concrete material.
 7. Skirting material sufficient to completely enclose the entire base of the home. The skirting may be stucco skirting, stone skirting, outdoor Hardie Board skirting, or other approved material.
 8. Central water, sewer and electricity connected to the home.
 9. Landscaping with appropriate plants, grass, shrubs and/or trees in compliance with regulations adopted by the ARCC.

10. No dock, wharf, landing, boathouse or other structure shall extend from any Lot over or on any lake, canal, and water way or drainage easement.
 11. Each home shall be complete, set up on piers, shall be leveled, and shall have a running gear and tongue of the manufactured or modular home removed as appropriate to the style of home being installed.
 12. Each manufactured or modular home shall be tied down in accordance with all applicable building codes and with such installation inspection as required by law.
 13. No manufactured or modular home installed on any Lot shall be more than four (4) years old.
 14. A final survey showing the location of the home shall be submitted to the ARCC.
 15. A Lamp Post approved by the ARCC shall be installed in front of all Residences and maintained in operational condition. Said Lamp post shall be illuminated from dusk to dawn ~~during any time that the residence is occupied~~ in accordance with the ARCC Guidelines.¹
 16. The address number of all Residences shall be affixed to the front of the carport or garage in such a manner as to be clearly visible and legible from the public or private way on which the home fronts. The numerals of the address number shall not be less than three (3) inches in height and one-half (1/2) inches in width.
 17. A utility building (Minimum size 48 square feet)
- B. Manufactured or modular homes installed upon lots within Barefoot Bay shall be installed only by contractors who are duly licensed for such installations by appropriate governing authorities.
 - C. All installation shall meet all the applicable construction codes of Brevard County and the State of Florida, and shall meet all requirements of Article II of the DOR.
 - D. The length of time to complete construction on Architectural Review Control Committee permits shall be four (4) months.
 - E. No more than one manufactured or modular home shall be placed on each Lot within Barefoot Bay. Two or more sections of a manufactured or modular home may be joined to form a single dwelling unit.
 - F. No manufactured or modular home installed on any Lot after July 1, 1999, shall be less than 20 feet in width and or less than 34 feet in length, including the hitch.
 - G. All manufactured or modular homes placed on any lot in Barefoot Bay shall have complete sanitary facilities including lavatory, wash basin, tub or shower and kitchen sink. All homes shall be connected to public sewer and a public water supply in conformity with all requirements of applicable government agencies.
 - H. Prior to sodding, provisions shall be made for property line drainage swales. Said swales shall be designed to carry run-off water from rear and sides of the home to the front curb-gutter.

DOR Article II, Section 4. Setbacks

The placement and installation of manufactured or modular homes on any lot in Barefoot Bay shall require the following setbacks from Lot lines:

1. **Corner Lots**
 - Rear Setback - 7 ½ feet
 - Side Setback from Adjacent lot- 7 ½ feet

¹ Promulgated Rule approved by ARCC April 30, 2019 and presented to BOT May 28, 2019

Setback from remaining side lot line and front lot line - 10 feet and 15 feet with the property owner having the choice as to which of the two setbacks shall be 10 feet and which of the two shall be 15 feet.

2. **Interior Lots**

Rear Setback - 7 ½ feet

Side Setback - 7 ½ feet

Front Setback - 10 feet

Measurement of setbacks shall not include air conditioners, walkways, reception antennas and steps where no vertical supports are used. Vertical supports are posts supporting a roof. The maximum width of walkways in a setback is 36".

Specification, Definitions and Approved Materials

Air Conditioning Units Specification

1. All central A/C Units on Barefoot Bay residential lots are required to be placed on an A/C pad, constructed of concrete or other approved material or integrated into the home,² specifically, ground level concrete material unless specific property is in a flood zoned area designated by Brevard County and the National Flood Insurance Program of the Federal Emergency Management Agency.
2. Window or wall A/C units must be supported by structure of the home. Ground bracing is prohibited.³

Carport and Driveway

Definition of a carport – A shelter for an automobile attached to the mobile home. It consists of a concrete slab base and an aluminum/shingle roof with support posts and fascia. A fully enclosed carport (garage) may be permitted in place of an open carport. The garage door opening must be at least 8' wide.⁴

A concrete carport slab having a minimum unobstructed area (except for steps) of eleven (11) feet by eighteen (18) feet, with aluminum fabricated, wood or shingle roof, or a combination thereof, including posts and fascia.

The minimum unobstructed car parking space on carport slab, between side steps and post, is 8 feet 4 inches. An enclosed carport may be permitted in place of an open carport, but not for the purpose of storing an R.V., which would not otherwise be permitted. Exceptions that may develop on difficult lots will be reviewed on an individual basis

Approved materials

Approved materials - Carport- Framework constructed of aluminum, concrete block or wood. (All wood including post & poles must be covered with aluminum, vinyl or paint to match home.)

² Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

³ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

⁴ Promulgated Rule approved by ARCC April 30, 2019 and presented to the BOT May 28, 2019

Driveway - A concrete driveway extending from the carport slab to the curb of the adjacent street which driveway shall include a widened or flared area as it approaches the street. All driveways and parking areas shall be of poured and reinforced concrete material. Concrete reinforced pavers set in concrete mix are allowed.

Fencing⁵

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

Picket fence definition:⁶ A picket fence is a type of vinyl fence that has evenly spaced vertical boards made of vinyl material. Each picket is attached to horizontal rails. The space between each picket must be at least the width of the picket.

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

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

Article II, Section 5 of the DOR⁷ permits only chain link and vinyl picket fencing. Article II, Section 5 of the DOR does not permit privacy stockade fences (a fence of closely fitted vertical boards) regardless of material.

No covering may be installed on fences. Privacy slats may be installed in chain link fences, however, the slats must be uniformly installed, cleaned and maintained⁸ and may not extend beyond the top of the fence.

Generators and Propane tanks

Emergency generators, propane tanks, and other liquid type fuel tanks⁹ are approved subject to concealing them with approved landscaping, 4 ft. high vinyl walls, 6 ft. vinyl lattice walls or underground. A permit from Brevard County must be submitted with the ARCC application for a generator or propane tank.¹⁰

Gutters

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

Lamppost

Location: the lamppost should be located between the front of the house and the front property line, near the front lawn side of the driveway. The lamppost must be on the owner's property and not in the front right-of way. Lamppost must be illuminated from dusk to dawn.¹¹

⁵ Promulgated Rule approved by ARCC June 7, 2011 and presented to the BOT July 8, 2011

⁶ Promulgated Rule approved by ARCC November 25, 2014 and presented to the BOT December 12, 2014

⁷ Promulgated Rule approved by ARCC November 25, 2014 and presented to the BOT December 12, 2014

⁸ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

⁹ Promulgated Rule approved by ARCC August 30, 2011 and presented to the BOT September 27, 2011

¹⁰ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

¹¹ Promulgated Rule approved by ARCC April 30, 2019 and presented to the BOT May 28, 2019

Height: The standard lamppost comes approximately 6 ft. 6 in. long. The standard depth to bury the post is 1 ½ ft. to 2 ft. deep, leaving approximately 5 ft. of lamppost above ground.

Wattage: The minimum wattage for a florescent bulb is 20. The minimum wattage for an incandescent style bulb is 40. A substitute bulb type may be used, provided it provides documented light output equal to or greater than a 40-watt incandescent bulb. This included, but is not limited to, LED, solar and halogen.

Illumination of Bulb: The color of the bulb must be white, clear or yellow, and must not be impeded by any landscaping or material.¹²

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

Electric eye sensor lights are approved.

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

Landscaping & Privacy Materials

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

Prior to sodding, provisions shall be made for property line drainage swales. Said swales shall be designed to carry run-off water from rear and sides of the home to the front curb-gutter.¹³

Plantings and trees shall not encroach neighbor's property. In the event encroachment occurs, it is the encroaching property owner's responsibility to correct it.¹⁴

All invasive plants, including but not limited to, pepper trees, Australian pines and bamboo, are banned from Barefoot Bay. All existing invasive plants must be removed by January 1, 2022.¹⁵

Raised Garden Beds adjoining the home are permitted up to 3 feet wide. Freestanding raised garden beds, up to 30" high, with a cumulative total of no more than 48 square feet, are permitted. Requests for exceptions must be submitted to ARCC.¹⁶

All lawn decorations, statues, planters and the like shall be aesthetically harmonious with the community.¹⁷

- A. **Privacy landscaping materials** defines a barrier or opaque screen which is utilized on the side of carports, around decks, or runs along any lot line or parallel to any lot line. Such barrier or opaque screen may not exceed six (6) feet in height (see exception below) and may be constructed of vinyl panels, painted wood, vinyl lattice, powder coated aluminum,

¹² Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

¹³ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

¹⁴ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

¹⁵ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

¹⁶ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

¹⁷ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

steel or other ARCC approved materials.¹⁸ No cumulative total of feet for all barriers on any one property may exceed thirty-two (32) feet.¹⁹ Said barrier or opaque screen shall comply with the provisions of Sec. 62-2109 Code of Ordinances of Brevard County, Florida.

Exception-vinyl barriers used for privacy along the carport may be up to eight feet in height, however, the length of the privacy panels in the carport will be included in the cumulative total of 32 foot. ARCC permits are required for all privacy landscape material.

Porch (Patio) and Decks

Definition of Porch (Patio)

A porch (patio) is a covered area structurally attached to the outside of the mobile home. The porch (patio) floor is a concrete slab. The minimum size for a patio roof and patio slab is 60 square feet.²⁰

The following are recognized types:

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

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

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

Approved Materials for porch (Patio)

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

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

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

Decks

Decks are an optional addition not requiring a roof. Decks must be abutting the home and must have matching handrails and steps. All open decks must be skirted with lattice or other ARCC approved materials. They must be constructed out of pressure-treated wood, composite deck

¹⁸ Promulgated Rule approved by ARCC September 20, 2016 and presented to the BOT September 27, 2016

¹⁹ Promulgated Rule approved by ARCC March 19, 2013 and presented to the BOT March 26, 2013

²⁰ Promulgated Rule approved by ARCC March 19, 2013 and presented to the BOT March 26, 2013

board, poured concrete or other approved material. Steps from the deck must land on a concrete pad.²¹ All decks ~~should be~~ must a minimum of ~~6' x 6'~~ 8' x 8'.²²

All decks higher than 30" above grade must have a guardrail. The requirements for the guardrails are they need to be at least 36" in height measured from the deck surface to the top of the rail.

Roof

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

Skirting Material for the Home

Definition of Skirting material- material that is sufficient to enclose the entire base of the home. It is constructed of stucco, stone, stucco finished concrete block, outdoor Hardie Board skirting or other ARCC approved material.²³ (Hardie Board bolts & seams have to be concealed with Stucco type finish) Wood framing is not allowed. Vinyl skirting is not allowed.

Siding Materials

Approved siding materials for manufactured/modular homes, garages and accessory buildings are stucco, vinyl, aluminum, coated engineered wood panel²⁴ or²⁵ hardie board lap siding ~~or other approved material.~~

Steps & Handicap Ramps

~~Entrance~~ All²⁶ steps to the home ~~without a landing~~ must be constructed of concrete.

~~Entrance steps to the home with a landing may be constructed of concrete, pressure treated wood, fiberglass or other ARCC approved material. Landings must be a minimum of 3' x 3' up to 6' x 6'.~~²⁷

Handicap ramps must be constructed of suitable building material and maintained in good condition. Ramps reducing the required space in a carport must be removed when no longer needed.²⁸

Temporary Portable or Free-Standing Structures.²⁹

The DOR requires that all temporary, portable or freestanding structures installed for longer than 48 hours require an approved ARCC permit. ARCC requires all temporary, portable freestanding structures, including playgrounds, must be placed in the back yard and anchored. They must meet all state of Florida and Brevard County building codes.

²¹ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

²² Promulgated Rule approved by ARCC April 30, 2019 and presented to the BOT May 28, 2019

²³ Promulgated Rule approved by ARCC September 20, 2016 and presented to the BOT September 27, 2016

²⁴ Promulgated Rule approved by ARCC December 9, 2011 and presented to the BOT January 17, 2012

²⁵ Promulgated Rule approved by ARCC April 30, 2019 and presented to the BOT May 28, 2019

²⁶ Promulgated Rule approved by ARCC April 30, 2019 and presented to the BOT May 28, 2019

²⁷ Promulgated Rule approved by ARCC April 30, 2019 and presented to the BOT May 28, 2019

²⁸ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

²⁹ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

Above ground pools must be completely enclosed by a fence.

The following items are banned:

- Trampolines larger than 6 feet in diameter
- All tents, and portable shelters
- Car canopy's and garages
- All pop-up structures.

Utility Building

Definition of Utility Building

A building designed to house common household tools and equipment, and for general storage. The base of the building is a concrete slab. It may be used for housing a washer, dryer, and hot water heater. A utility building must be structurally attached by full roof to the mobile home or carport at eave level. The minimum size of a utility building is 48 square feet.

Materials

1. Types of acceptable materials
 - a. Wood or aluminum framework
 - b. Siding consistent to that of the mobile home exterior and matching in its color.
 - c. Aluminum lap or vinyl siding over approved framework, with construction to match the exterior surface of the mobile home.
2. The use of metal on exterior framework or siding is not permitted.

Dimensions

1. Height of construction shall conform to existing construction, such as carport roof, patio (porch) roof, or mobile home eave.
2. The minimum size of a utility building is 48 square feet on the base.

Construction

1. A utility building, if constructed as a part of the carport slab, shall be built on a raised concrete slab which is at least one (1) inch above the surface of the carport floor, except on renovations.
2. Prior to construction, approval must have been obtained in writing from the ARCC.
3. Consistent with County building codes, pressure treated lumber must be used on contact with concrete.

Used Mobile Homes

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

In addition, applicant must provide the following:

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

Miscellaneous³⁰

Furniture outside the home

No indoor furniture is allowed on any unscreened area of the property.

Gazebo³¹

Does not need to be structurally attached to the home, must be anchored down, must meet setback requirements, must be maintained in good condition and must meet Brevard County requirements.

Approved materials include metal, wood, canvas canopy top or other approved material.

The gazebo must be kept free of all items of personal property except for customary outdoor items such as exterior patio or porch furniture and barbecue grills.

Hurricane Shutters³²

Hurricane Shutters may be of a material chosen by the unit owner to protect their residence. If plywood is chosen, it shall be painted and/or decorated to match the color of the house.³³

Maintenance of Exterior of Homes³⁴

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

Painting of wood³⁵

Exposed wood sections of carports, utility buildings, patios, screen rooms, decks and lattice, must be painted and/or stained, providing the paint is aesthetically compatible with or blending in architecturally with the rest of the home and the other homes in Barefoot Bay.³⁶

Prefabricated storage unit³⁷

Only one prefabricated (plastic) storage unit, placed adjacent to the home, no larger than twenty (20) square feet, will be considered a customary outdoor item for the purpose of Article 3 Section 2C of the DOR. The storage unit must be placed on a concrete slab and must be strapped or anchored.

³⁰ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

³¹ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

³² Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

³³ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

³⁴ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

³⁵ Promulgated Rule approved by ARCC December 8, 2015 and presented to the BOT January 8, 2016

³⁶ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

³⁷ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

When submitting an ARCC permit after the work has begun, the property owner must personally appear at the next scheduled ARCC meeting to have their application reviewed by the Committee.³⁸

DOR Article II, Section VI. Enforcement of Architectural Control Requirements.

(A) In the event that the ARCC determines that there is a violation of the provisions of Article II of the DOR on any lot in Barefoot Bay, the ARCC shall give written notice to the Owner of such Lot specifying the nature of such violation and giving the Lot Owner a reasonable time of not less than 21 days to cure or correct such violation. Such written notice shall be either: delivered personally to one of the record owners of the Lot in question as shown on the Brevard County tax rolls, or mailed by certified U.S. Mail, return receipt requested, to the address of such Owner as shown on the Brevard County tax rolls.

(B) In the event that the ARCC determines that the Owner to whom such a notice of violation has been given has not corrected the violation within the time set forth in the notice, the ARCC may, in its discretion, elect to forward the issue of such violation to the Board of Trustees of the Recreation District for further action. If the Board of Trustees of the Recreation District concurs that legal action is necessary to cause the alleged violation to be corrected, the Recreation

District shall thereafter have the authority to bring an action for injunctive and other appropriate relief in a court of competent jurisdiction in Brevard County, Florida. If the Recreation District brings such legal action to enforce the provisions of Article II of the DOR, the Recreation District shall be entitled to an award of attorney's fees and court costs incident to such action.

³⁸ Promulgated Rule approved by ARCC April 3, 2018 and presented to the BOT April 13, 2018

Board of Trustees Meeting Agenda Memo



Date: Tuesday, May 28, 2019
Title: **DOR Violation 18-002248 1022 Wren Circle**
Section & Item: 9.E.i.
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager
Attachments: 1022 wren
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager

Requested Action by BOT

Review violation and referral to General Counsel Repperger.

Background and Summary Information

First Violation occurred on 5/19/18., six follow ups and pictures have been done since first Violation. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail and Certified Mail. Property posted.

Staff recommends that the BOT refer this Violation to the General counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 18-002248

#1435/ 18-002248

SMITH, THOMAS
1022 WREN CIRCLE
BAREFOOT BAY, FL 32976

Respondent(s),

STATEMENT OF VIOLATION

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

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

• **ARTICLE III, SECT. 2 (C) (D) Condition of Prop. (C) Unauthorized items**

(C) The lawn, landscaped areas, driveways and carports on each lot shall be kept free of all items of personal property except for customary outdoor items such as exterior patio or porch furniture, golf carts, vehicles, and barbecue grills. The intent of this requirement is to prohibit the accumulation and/or storage of items such as indoor furniture, automotive parts, cartons, boxes, debris and similar property which causes an unsightly appearance or nuisance if left on or about the exterior of a home.

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

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 138 Lot # 54
1022 WREN CIRCLE
BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): unapproved items

DATE OF VIOLATION FIRST OBSERVED: May 09, 2018

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

May 10, 2018 via First Class
June 11, 2018 via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: May 22, 2019

Stephane Fecteau

Stephane Fecteau, DOR Inspector
772-664-4839

May 16, 2019



1022 wren
Stephane Fecteau
May 15, 2019



1022 wren
Stephane Fecteau
May 01, 2019



1022 Wren
Stephane Fecteau
May 10, 2018



1022 Wren carport breezeway
Stephane Fecteau
May 10, 2018

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

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **07:00 PM on May 28, 2019 at 1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

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

THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 771-664-3141.

May 16, 2019

Deed of Restrictions STAFF

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 18-002248

#1435 / 18-002248

SMITH, THOMAS,
1022 WREN CIRCLE
BAREFOOT BAY, FL 32976

Respondent(s),

**RE: 1022 WREN CIRCLE
Barefoot Bay, FL 32976**

AFFIDAVIT OF NOTICES

STATE OF FLORIDA
COUNTY OF BREVARD

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

1. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20_____.



Stephane Fecteau, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20_____ by Stephane Fecteau, who is personally known to me and did take an oath.

Notary Public
State of Florida at Large



Board of Trustees Meeting Agenda Memo

Date: Tuesday, May 28, 2019
Title: **DOR Violation 18-002559 935 Vireo Drive**
Section & Item: 9.E.ii.
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager
Attachments: 935 Vireo
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager

Requested Action by BOT

Staff recommends that the BOT refer this Violation to the General counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien.

Background and Summary Information

First Violation occurred on 5/25/2018., twelve follow ups and pictures have been done since first Violation. Staff has signed Affidavit of Notices, signed Suspension notices and attached three pictures. Respondent has been notified by First Class Mail and Certified Mail

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 18-002559

#22/ 18-002559

FRASIER, CHRISTINA P

PO BOX 732

ROSELAND, FL 32957

Respondent(s),

STATEMENT OF VIOLATION

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

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

• **ARTICLE III, SECT. 2 (C) (D) Condition of Prop. (C) Unauthorized items**

(C) The lawn, landscaped areas, driveways and carports on each lot shall be kept free of all items of personal property except for customary outdoor items such as exterior patio or porch furniture, golf carts, vehicles, and barbecue grills. The intent of this requirement is to prohibit the accumulation and/or storage of items such as indoor furniture, automotive parts, cartons, boxes, debris and similar property which causes an unsightly appearance or nuisance if left on or about the exterior of a home.

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

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 104 Lot # 18
935 VIREO DRIVE
BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Unapproved items

DATE OF VIOLATION FIRST OBSERVED: May 25, 2018

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

May 25, 2018 via First Class
July 12, 2018 via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: May 22, 2019

Stephane Fecteau

Stephane Fecteau, DOR Inspector
772-664-4722

May 15, 2019



935 vireo closet
Stephane Fecteau
May 15, 2019



935 vireo sink
Stephane Fecteau
May 15, 2019



935 vireo 2 sets of stairs
Stephane Fecteau
May 15, 2019

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

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **07:00 PM on May 28, 2019 at 1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

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

THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 771-664-3141.

May 15, 2019

Deed of Restrictions STAFF

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 18-002559

#22 / 18-002559

FRASIER, CHRISTINA P,
PO BOX 732
ROSELAND, FL 32957

Respondent(s),

**RE: 935 VIREO DRIVE
Barefoot Bay, FL 32976**

AFFIDAVIT OF NOTICES

STATE OF FLORIDA
COUNTY OF BREVARD

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

1. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20_____.



Stephane Fecteau, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20_____ by Stephane Fecteau, who is personally known to me and did take an oath.

Notary Public
State of Florida at Large

Board of Trustees Meeting Agenda Memo



Date: Tuesday, May 28, 2019
Title: **DOR Violation 17-004463 832 Oleander Circle**
Section & Item: 9.E.iii.
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager
Attachments: 832 Oleander Circle
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager

Requested Action by BOT

Staff recommends that the BOT refer this Violation to the General counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien.

Background and Summary Information

First Violation occurred on 9/19/2017., 9 follow ups and 15 pictures have been done since first Violation. Staff has signed Affidavit of Notices, signed Suspension notices and attached five pictures. Respondent has been notified by First Class Mail and Certified Mail. Property posted

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 17-004463

#1697/ 17-004463

FINK, SCOTT D

832 OLEANDER CIR

BAREFOOT BAY, FL 32976

Respondent(s),

STATEMENT OF VIOLATION

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

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

• **ARTICLE III, SECT.11 and SECT 2(D) Exterior Maintenance**

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

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

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 55 Lot # 37

832 OLEANDER CIRCLE

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Fascia damage/carport roof damage. Must be repaired.

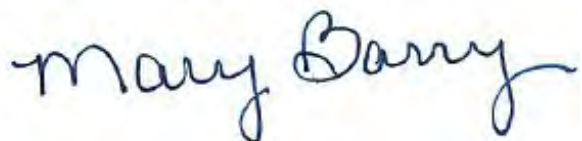
DATE OF VIOLATION FIRST OBSERVED: Sep 19, 2017

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

September 27, 2017 via First Class

June 23, 2018 via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: 5/22/2019



May 16, 2019



832 Oleander. Carport roof damage
Mary Barry
May 15, 2019



832 Oleander PIC#2
Terri Curles
Aug 31, 2018



832 Oleander PIC#1
Terri Curles
Aug 31, 2018



832 Oleander. Carport replaced, still has fascia damage.
Peter Essig
Mar 18, 2018



832 Oleander
Stephane Fecteau
Sep 22, 2017

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

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **7:00 PM** on **5/28/2019** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

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

THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 771-664-3141.

May 16, 2019

Deed of Restrictions STAFF

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 17-004463

#1697 / 17-004463

FINK, SCOTT D,
832 OLEANDER CIR
BAREFOOT BAY, FL 32976

Respondent(s),

RE: 832 OLEANDER CIRCLE
Barefoot Bay, FL 32976

AFFIDAVIT OF NOTICES

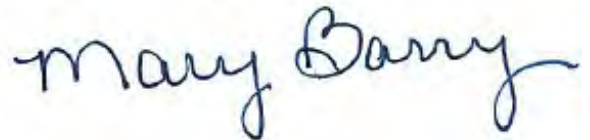
STATE OF FLORIDA
COUNTY OF BREVARD

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

1. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20_____.



Mary Barry, DOR Inspector

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

Notary Public
State of Florida at Large

Board of Trustees Meeting Agenda Memo



Date: Tuesday, May 28, 2019
Title: **DOR Violation 18-004953 707 Periwinkle Circle**
Section & Item: 9.E.iv.
Department: Resident Relations
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager
Attachments: 707 Periwinkle
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager

Requested Action by BOT

Staff recommends that the BOT refer this Violation to the General counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien.

Background and Summary Information

First Violation occurred on 11/2/2018., 9 follow ups and 15 pictures have been done since first Violation. Staff has signed Affidavit of Notices, signed Suspension notices and attached five pictures. Respondent has been notified by First Class Mail and Certified Mail. Property posted

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 18-004953

#3106/ 18-004953

BOEKE, CHARLENE CONTANZO

1551 OMEGA DR

MOLINO, FL 32577

Respondent(s),

STATEMENT OF VIOLATION

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

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

• **ARTICLE III, SECT. 2 (C) (D) Condition of Prop. (C) Unauthorized items**

(C) The lawn, landscaped areas, driveways and carports on each lot shall be kept free of all items of personal property except for customary outdoor items such as exterior patio or porch furniture, golf carts, vehicles, and barbecue grills. The intent of this requirement is to prohibit the accumulation and/or storage of items such as indoor furniture, automotive parts, cartons, boxes, debris and similar property which causes an unsightly appearance or nuisance if left on or about the exterior of a home.

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

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 69 Lot # 23
707 PERIWINKLE CIRCLE
BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Unapproved items in/around carport, sides and rear of home-everything must be removed

DATE OF VIOLATION FIRST OBSERVED: Nov 02, 2018

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

November 02, 2018 via First Class
November 24, 2018 via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: 5/22/2019

Mary Barry

Mary Barry, DOR Inspector
772-664-4839

May 16, 2019



707 Periwinkle. Unapproved items in and around carport
Mary Barry
May 15, 2019



707 Periwinkle. Unapproved items
Mary Barry
May 09, 2019



707 Periwinkle. Unapproved items in rear of house.
Mary Barry
Mar 07, 2019



707 Periwinkle. Unapproved items around carport sides and rear of the house.
Mary Barry
Mar 07, 2019



707 Periwinkle. Unauthorized items/debris in lawn; unapproved pallet fence on rear of property.
Peter Essig
Nov 20, 2018



707 Periwinkle Unapproved items (CARPORT)PIC#3
Terri Curles
Nov 02, 2018



707 Periwinkle Unapproved items (REAR) PIC#2
Terri Curles
Nov 02, 2018



707 Periwinkle Unapproved items (SIDE)PIC#1
Terri Curles
Nov 02, 2018

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

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **7:00 Pm** on **5/28/2019** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

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

THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 771-664-3141.

May 16, 2019

Deed of Restrictions STAFF

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 18-004953

#3106 / 18-004953
BOEKE, CHARLENE CONTANZO,
1551 OMEGA DR
MOLINO, FL 32577

Respondent(s),

**RE: 707 PERIWINKLE CIRCLE
Barefoot Bay, FL 32976**

AFFIDAVIT OF NOTICES

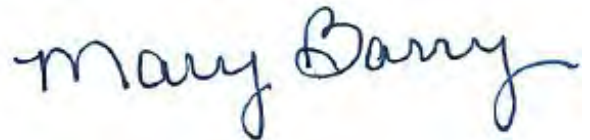
STATE OF FLORIDA
COUNTY OF BREVARD

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

1. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20_____.



Mary Barry, DOR Inspector

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

Notary Public
State of Florida at Large



Board of Trustees Meeting Agenda Memo

Date: Tuesday, May 28, 2019
Title: **DOR Violation 17-004245 709 Wedelia Drive**
Section & Item: 9.E.v.
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager
Attachments: 709 Wedelia-1
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager

Requested Action by BOT

Staff recommends that the BOT refer this Violation to the General counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien.

Background and Summary Information

First Violation occurred on 9/19/2017., nine follow ups and pictures have been done since the first Violation. Staff has signed Affidavit of Notices, signed Suspension notices and attached four pictures. Respondent has been notified by First Class Mail and Certified Mail. Property Posted

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 17-004245

#5158/ 17-004245

FISCHER, KURT
709 WEDELIA DR
BAREFOOT BAY, FL 32976

Respondent(s),

STATEMENT OF VIOLATION

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

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

• **ARTICLE III, SECT.11 and SECT 2(D) Exterior Maintenance**

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

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

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 71 Lot # 19
709 WEDELIA DRIVE
BAREFOOT BAY, FL 32976

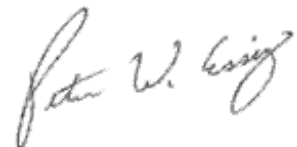
DESCRIPTION OF VIOLATION(s): Roof/fascia/wall damage

DATE OF VIOLATION FIRST OBSERVED: Sep 19, 2017

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

February 10, 2018 via First Class
June 19, 2018 via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: 5/20/2019



May 17, 2019



709 Wedelia. Exterior maintenance
Mary Barry
May 15, 2019



709 Wedelia Roof, fascia, gutter-IRMA
Terri Curles
Sep 18, 2018



709 Wedelia. Roof/fascia damage.
Peter Essig

Jan 16, 2018



709 Wedelia
Stephane Fecteau
Sep 20, 2017

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

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at 7:00 PM on **5/28/2019** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

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

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

May 17, 2019

Deed of Restrictions STAFF

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 17-004245

#5158 / 17-004245

FISCHER, KURT,
709 WEDELIA DR
BAREFOOT BAY, FL 32976

Respondent(s),

**RE: 709 WEDELIA DRIVE
Barefoot Bay, FL 32976**

AFFIDAVIT OF NOTICES

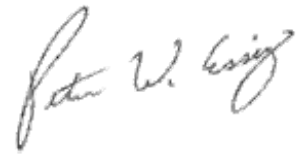
STATE OF FLORIDA
COUNTY OF BREVARD

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

1. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20_____.



Peter Essig, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20_____ by Peter Essig, who is personally known to me and did take an oath.

Notary Public
State of Florida at Large



Board of Trustees Meeting Agenda Memo

Date: Tuesday, May 28, 2019
Title: **DOR Violation 18-000055 709 Wedelia Drive**
Section & Item: 9.E.vi.
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager
Attachments: 709 Wedelia-2
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager

Requested Action by BOT

Staff recommends that the BOT refer this Violation to the General counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien.

Background and Summary Information

First Violation occurred on 1/3/2018., 6 follow ups and 8 pictures have been done since first Violation. Staff has signed Affidavit of Notices, signed Suspension notices and attached three pictures. Respondent has been notified by First Class Mail and Certified Mail. Property Posted

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 18-000055

#5158/ 18-000055

FISCHER, KURT
709 WEDELIA DR
BAREFOOT BAY, FL 32976

Respondent(s),

STATEMENT OF VIOLATION

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

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

• **ARTICLE III, SECT. 2 (B) (D) Condition of Prop. (B) PW**

(B) The exterior of a home on any lot shall be maintained free of mildew, mold and dirt which is visible when the house is viewed from the street or from any adjacent lot.

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

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 71 Lot # 19
709 WEDELIA DRIVE
BAREFOOT BAY, FL 32976

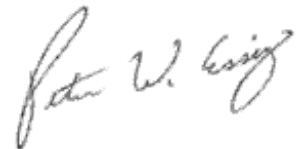
DESCRIPTION OF VIOLATION(s): Home including awning and skirting must be kept free from mold, dirt, and mildew.

DATE OF VIOLATION FIRST OBSERVED: Jan 03, 2018

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

January 03, 2018 via First Class
January 25, 2018 via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: 5/20/2019



May 17, 2019



709 Wedelia. Must maintain the house, awnings, and skirting free from mold, dirt, and mildew
Mary Barry
May 15, 2019



709 Wedelia mold/mildew
Terri Curles
Jul 23, 2018



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

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at 7:00 PM on **5/28/2018** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

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

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

May 17, 2019

Deed of Restrictions STAFF

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 18-000055

#5158 / 18-000055

FISCHER, KURT,
709 WEDELIA DR
BAREFOOT BAY, FL 32976

Respondent(s),

**RE: 709 WEDELIA DRIVE
Barefoot Bay, FL 32976**

AFFIDAVIT OF NOTICES

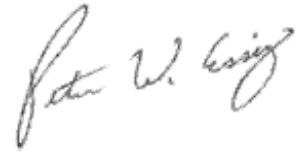
STATE OF FLORIDA
COUNTY OF BREVARD

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

1. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20_____.



Peter Essig, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20_____ by Peter Essig, who is personally known to me and did take an oath.

Notary Public
State of Florida at Large



Board of Trustees Meeting Agenda Memo

Date: Tuesday, May 28, 2019
Title: **DOR Violation 18-002773 481 Marlin Circle**
Section & Item: 9.E.vii.
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager
Attachments: 481 Marlin
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager

Requested Action by BOT

Staff recommends that the BOT refer this Violation to the General counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien.

Background and Summary Information

First Violation occurred on 6/12/2018., nine follow ups and 12 pictures have been done since first Violation. Staff has signed Affidavit of Notices, signed Suspension notices and attached five pictures. Respondent has been notified by First Class Mail and Certified Mail. Property Posted

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 18-002773

#1942/ 18-002773

SILLAWAY, TOD RICHARD

481 MARLIN CIR

BAREFOOT BAY, FL 32976

Respondent(s),

STATEMENT OF VIOLATION

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

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

• **ARTICLE II, SECT. 5 (A) (B) ADIR (Unapproved Fence)**

Section 3) A manufactured or modular home installed on any lot in Barefoot Bay shall meet the following design and installation requirements and shall be continuously maintained in compliance with such requirements. (A) Fencing shall not be permitted along any lot line where drainage canals or swales exist.

(B.) Where no drainage canals or swales exist along a lot line, permitted fencing shall be limited to chain link, powder coated or steel, vinyl pickett fencing, or other ARCC approved materials not exceeding four (4) feet in height.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 2 Lot # 10

481 MARLIN CIRCLE

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Privacy material in excess of 32'. ARCC permit denied. Some or all of privacy material must be removed in order to come into compliance.

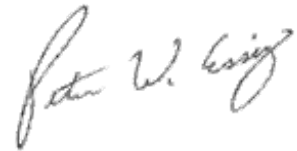
DATE OF VIOLATION FIRST OBSERVED: Jun 12, 2018

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

via First Class

June 12, 2018 via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: 5/21/2019



Peter Essig, DOR Inspector
772-664-4839

May 17, 2019



481 Marlin. Post-VC re-inspection. Too much privacy material.
Peter Essig
Apr 06, 2019



481 Marlin. Post-V.C. re-inspection. Too much privacy material.
Peter Essig
Feb 01, 2019



481 Marlin. Rear. Unapproved privacy fence.
Peter Essig
Jun 10, 2018



481 Marlin. Unapproved privacy fence. Left side.
Peter Essig
Jun 10, 2018



481 Marlin. Privacy material (right side- 19')
Peter Essig
Jun 10, 2018

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

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **7:00 PM** on **5/28/2019** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

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

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

May 17, 2019

Deed of Restrictions STAFF

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 18-002773

#1942 / 18-002773

SILLAWAY, TOD RICHARD,
481 MARLIN CIR
BAREFOOT BAY, FL 32976

Respondent(s),

**RE: 481 MARLIN CIRCLE
Barefoot Bay, FL 32976**

AFFIDAVIT OF NOTICES

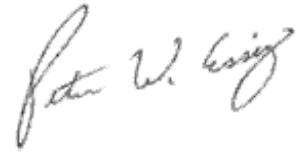
STATE OF FLORIDA
COUNTY OF BREVARD

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

1. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 2019, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20_____.



Peter Essig, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20_____ by Peter Essig, who is personally known to me and did take an oath.

Notary Public
State of Florida at Large

Board of Trustees Meeting Agenda Memo



Date: Tuesday, May 28, 2019
Title: **Confirmation of Acceptance of Junior Golf Grant**
Section & Item: 9.F.
Department: Golf
Fiscal Impact: \$3,425.00
Contact: Ernie Cruz, Golf Manager, John W. Coffey ICMA-CM,
Community Manager
Attachments: grant attachment contract
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager

Requested Action by BOT

Confirmation of acceptance of grant.

Background and Summary Information

Earlier this month, Golf Operations Manager Ernie Cruz, PGA Certified Professional was notified that the Florida Junior Golf Council (FJGC) had awarded BBRD a grant to off-set the cost of the Junior Golf Program by \$3,425.00. However, to receive the funds, BBRD had to officially accept the award no later than May 15th. Having missed the agenda deadline for the May 10th BOT meeting, the Community Manager emailed the Trustees and asked if anyone of them objected to allowing Chairman Klosky to sign the grant paperwork (without BOT authorization) and then place the issue on the May 28th agenda for confirmation and transparency purposes. No Trustee objected, so Chairman Klosky signed the paperwork (as attached) and this agenda item will serve as confirmation of his actions.

Staff recommends the BOT confirm the acceptance of the FJGC grant in the amount of \$3,245.00 and Chairman Klosky's signature of the award paperwork.

Florida Junior Golf Council

Junior Golf Grant Program - Grant Agreement

THIS GRANT AGREEMENT, entered into this _____, _____, by and between the Florida Junior Golf Council (FJGC), hereinafter referred to as the "Grantor" and Barefoot Bay Recreation District, hereinafter referred to as the "Grantee".

WITNESSETH

WHEREAS, the Grantor is empowered by Florida Statutes, to make grants of funds in accordance with promotion of the Florida Junior Golf Council and,

WHEREAS, the Florida Junior Golf Council has approved an appropriation for such grant.

IT IS, in consideration of the mutual undertakings and agreements hereinafter set forth, agreed between the Grantor and the Grantee as follows:

1.0 PARTIES:

The parties and their respective addresses for the purposes of this Agreement are:

Florida Junior Golf Council
 c/o Florida State Golf Association
 12630 Telecom Drive
 Tampa, FL 33637
 grants@fjgc.org

Barefoot Bay Recreation District
625 Barefoot Blvd
Barefoot Bay, FL: 32976
ecruz@bbrd.org

2.0 NOTICES:

All notices between the parties, provided for herein, shall be conveyed by confirmed fax, confirmed email, confirmed telex or certified mail, return receipt requested, delivered to the address of the parties as set forth in section 1.0 above.

3.0 GRANT DESCRIPTION:

The Grantee will expend grant funds in accordance grant application hereto attached subject to any modifications specified. Funds made available by the Grantor pursuant to this Grant Agreement shall be expended solely for the purpose of the project and the legislatively appropriated purpose.

a) Grantee:	Barefoot Bay Recreation District
b) Name of Program	2019 Summer Jr. Golf Program
c) Grant Number	07-0419
d) Total Amount of Grant:	\$3,425
e) Grant Period:	11Jun2019 – 1Aug,2019

- f) **Reporting Schedule:** Grantee shall submit final report and request for reimbursement within ninety (90) days of the last day of the program, incurred by Grantee during the Grant Period will be eligible for reimbursement.

4.0 GRANT REQUIREMENTS:

(a) **Signage:** Grantee agrees to initiate efforts to market the golf license plate. Grantor agrees to provide logo and advertising materials to assist the Grantee advertise the golf license plate accordingly.

(b) **Audit:** Grantee will complete an accounting of the program's financial activity within ninety (90) days after the program is complete.

(c) **Records:** Grantee shall retain and maintain all records, including records of all payments made by the Grantee in connection with the program and available for financial audit as may be requested by the Grantor. Records shall include books, records, photos, documents and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Grant Agreement. Such records shall be retained for a minimum period of one (1) year after termination of this Agreement.

(d) **Cancellation:** Grantee shall notify the Grantor immediately if the program is canceled or rescheduled and the Grantee shall return any funds dispersed pursuant to this Agreement within seven (7) days of such cancellation or rescheduling.

(e) **Insurance:** Grantee shall provide proof of insurance listing the State of Florida and the Grantor as an additional insured, within thirty (30) days prior to the program with a minimum liability coverage of \$1,000,000 per occurrence.

(f) **Indemnification:** Grantee shall act as an independent contractor and not as an employee of the Grantor in the performance of the tasks and duties, which are the subject of this Grant Agreement. The Grantee shall be liable, and agrees to be liable for, and to the extent allowed by law, shall indemnify, defend, and hold the Grantor harmless from all claims, suits, judgments, or damages arising from the Grantee's performance of the tasks and duties which are the subject of this Grant Agreement.

5.0 TERMINATION:

(a) **Breach:** The Agreement may be terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Agreement upon no less than twenty-four (24) hours written notice from the time the Grantor becomes aware of the breach. If Grantor determines that a breach of any provision of this agreement has occurred, Grantor has the right to withhold a portion of the grant award as determined by the Board of Directors.

(b) **Refusal to Grant Public Access:** This Agreement may be terminated by the Grantor for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Grantee in conjunction with this Agreement. (Section 287.058, Florida Statutes)

6.0 PAYMENTS:

(a) **Transfer of Funds.** Two payments are hereby agreed to and funds will be transferred and made available by the Grantor to the Grantee per the following payment schedule and requirements:

a. **Payment Schedule;**

1. The Grantor, upon receipt of a fully executed Grant Agreement, will disburse one payment of one-half of the Grant Award to the Grantee.

2. The final disbursement of the remainder of the Grant Award will be made after the Grantee submits the final report and request for reimbursement within ninety (90) days of the last day of the program, and satisfaction of all other requirements per this Grant Agreement has been met.

b. **Requirements:**

1. All disbursements/payments are considered a reimbursement for paid invoices, which are supported by canceled checks dated within the grant period.

2. Only those items identified in the Grantee's approved Grant Application will be reimbursed.

(b) **Availability of Funds:** The Grantor's liability under this Grant Agreement is contingent upon the continued availability of appropriated funds generated by the Florida Golf License Plates. In the event this Grant Agreement extends beyond the Grantor's current fiscal, the Grantor and the Grantee mutually agree that performance and payment during subsequent fiscal periods is contingent upon sufficient funds being generated by said sale of license tags. The Grantor shall be the final determiner of the availability of such funds.

7.0 **LEGAL REQUIREMENTS:**

(a) With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Grant Agreement shall be governed by, and be consistent with, the whole law of the state of Florida, both procedural and substantive. Any and all litigation arising under this Grant Agreement shall be brought in the appropriate state of Florida court in Dade County, Florida.

(b) Grantee agrees to comply with any applicable federal, state, and local laws related to the execution of the program.

8.0 **MODIFICATION:** This writing contains the entire Grant Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No Florida Junior Golf Council Grant Agreement agent, employee, or other representative of either party is empowered to alter any of the terms of this Grant Agreement, unless done in writing and signed by an executive officer of the Grantee and designee for the Grantor.

9.0 **ASSIGNMENT:** Grantee is not permitted in any manner to assign its rights or obligation under this Grant Agreement.

10.0 **MISCELLANEOUS:** Limitations on the recovery of damages which are specifically provided by Florida Statute or general law or established by rulings of Florida courts shall apply to this Grant Agreement. Such limitations include, but are not limited to, the following:

(a) As an agency of the government of the State of Florida, the Grantor is liable for damages only to the extent provided by section 768.28, Florida Statutes, and any other applicable Florida Statutes.

(b) The Grantor is not bound by any agreements to indemnify, hold harmless, or for liquidated damages or cancellation charges.

(c) No provision of this Grant Agreement shall be construed as a waiver by the Grantor of any right, defense or claim, which the Grantor may have in any litigation arising under the Grant Agreement. Nor shall any Agreement provision be construed as a waiver by the state of Florida of any right to initiate litigation.

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective authorized officials hereto.

FLORIDA JUNIOR GOLF COUNCIL

Board Chairman
Florida Junior Golf Council

Date

GRANTEE:



Signature of Authorized Agent

Barefoot Bay Recreation District Chairman of the Board
Title

07May2019
Date



Barefoot Bay Recreation District

625 Barefoot Boulevard, "New 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: May 28, 2019
Subject: Manager's Report

Resident Relations

- **ARCC Update**
 - o May 14th meeting: 35 consent approved and 22 non-consent approved.
 - o May 28th is the next meeting (New Administration Conference Room at 9am) with 14 consent and 6 other cases on the agenda.
- **Violations Committee Update**
 - o May 24th meeting has 16 cases on the agenda
 - o June 14th is the next meeting

Food & Beverage

- **Memorial Day Street Dance** – A special street dance will be held on Monday, May 27th from 2-6pm with the Hatley Band.
- **Father's Day Clam Bake** – Tickets are on sale at the Lounge, the 19th Hole and the Administration Building. Flyers with all the details are posted.

Golf-Pro Shop

- **Jr. Camp** signup has begun. See attached or Pro Shop for details
- **Course Closure for aerification**
 - o Tuesday, May 28th Back Nine and Putting Green
 - o Wednesday, May 29th Front Nine and Driving Range
 - o Grass will NOT be cut for 7 to 10 days on greens depending on healing conditions

Property Services

- Replaced rusted gate at the beach
- Repaired softball field gates
- Replaced pool circulation pump at pool #1
- Resumed installation of the walkway extension at the beach
- Power washed and painted the back porch of the 19th Hole
- Repainted steps to the Pro Shop

- Cleared water closet drain issue at the golf maintenance facility
- Replaced hot water heater at the 19th Hole
- Repaired and repainted railings at the 19th Hole
- Addressed all current DOR grass violations
- Continued solicitation for quotes/bids for various projects

General Information

- **Facilities Assessment Update** – The final report was delivered to the Trustees and is available on www.bbrd.org or at the New Administration Building for public review.
- **Brightline – Virgin Trains USA Meeting Update** – Representatives of the construction company and engineering firm upgrading the railway for Brightline – Virgin Trains USA met with Chairman Klosky and me (on May 13th) to brief us on construction activities for the Phase 2 segment of the express railway between West Palm Beach and Cocoa (scheduled for completion in 3 years).
 - Receipt of “notice to proceed” is expected by the end of May. There are 3 contractors each working headed north spaced apart from each other (like the continental railroad, the three sections will eventual link up). The northern most contractor will be starting at the southern end of Brevard in late Summer 2019 working north.
 - There will be about 130 miles of new tracks laid. 30 miles of existing tracks will be rehabilitated. 18 new bridges will be built. When completed the entire length will have two parallel tracks with multiple exchanges where trains can switch from one track to another. Freight and passenger trains will run at the same time. There will no longer be a need for trains to stop in front of BBRD to wait as the bridge to the south will be replaced/expanded to have two tracks.
 - They will email me when they are about a month out to coordinate public information dissemination regarding road closures. They had previously met with Brevard County officials.
- **Employee Emergency Management Planning Meetings** – Per the BOT Emergency Management Plan, all staff will attend one of the brief meetings (9am in Building D/E on Thursday, May 30th and Thursday, June 6th) to review their roles in preparation and recovery from potential emergency situations. Although these meetings are not open to the public, Trustees are welcomed to attend if they so desire.