



**BAREFOOT BAY
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting
December 8, 2022 at 1:00 PM

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Additions or Deletions to the Agenda**
- 5. Approval of the Agenda**
- 6. Presentations and Proclamations**
 - A. Employee Milestones
- 7. Approval of Minutes**
 - A. Regular BOT Meeting and Golf Workshop minutes dated November 15, 2022
- 8. Treasurer's Report**
 - A. Treasurer's Report
- 9. Audience Participation**
- 10. Unfinished Business**
 - A. Pool #1 Pit and Heater Replacement and Relocation Project Contract
 - B. General Contracting Services for Beach Restroom Project
- 11. New Business**
 - A. Golf Maintenance Award of Contract
 - B. Golf Course Pump House Foundation Erosion Repair – Award of Contract
 - C. ARCC Appointments
 - D. Amending the Budget: FY23 COLA & Wage Compression Allocation
 - E. Investment Policy
 - F. Administrative Coordinator Job Description
 - G. DOR Violations
 - i. DOR Violation 21-000613 909 HEMLOCK STREET

- ii. DOR Violation 22-000298 615 MARLIN CIRCLE
- iii. DOR Violation 22-000891 832 OLEANDER CIRCLE
- iv. DOR Violation 22-001132 832 OLEANDER CIRCLE
- v. DOR Violation 22-002227 832 OLEANDER CIRCLE
- vi. DOR Violation 22-002735 832 OLEANDER CIRCLE
- vii. DOR Violation 22-002877 832 OLEANDER CIRCLE
- viii. DOR Violation 22-000252 553 MARLIN CIRCLE
- ix. DOR Violation 22-002004 906 SPRUCE STREET
- x. DOR Violation 22-001725 906 SPRUCE STREET
- xi. DOR Violation 22-002111 621 WEDELIA DRIVE
- xii. DOR Violation 22-000890 621 WEDELIA DRIVE
- xiii. DOR Violation 22-001016 912 PECAN CIRCLE
- xiv. DOR Violation 22-001773 809 LYCHEE DRIVE

12. Manager's Report

- A. December 8, 2022 Managers Report

13. Attorney's Report

14. Incidental Trustee Remarks

15. 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

Milestone Anniversaries

Charles Henley	Administration	5 Years
William Balash	Golf	5 Years
Deborah Mulhern	Food and Beverage	5 Years



BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Regular Meeting
November 15, 2022
5PM –Building D&E**

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on November 15, 2022, Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Amoss called the meeting to order at 5PM.

Pledge of Allegiance to the Flag

Led by Mr. Amoss.

Roll Call

Present: Mr. Brinker, Mr. Grunow, Mr. Amoss, Mr. Loveland. Also, present, Kent Cichon, Community Manager, Richard Armington, Resident Relations Manager, Charles Henley, Finance Manager, Ernie Cruz, Golf Operations Manager, Matt Goetz, Property Services Manager, Kathy Mendes, Food and Beverage Manager, John Cary, General Counsel and Cindy Mihalick, Administrative Assistant to the District Clerk. Mr. Morrissey was excused.

Presentations and Proclamations

The Veterans Day Proclamation was presented to Jeff Grunow, Commander of the American Legion by Mr. Amoss.

Additions or Deletions to the Agenda

None.

Approval of the Agenda

Mr. Loveland made a motion to approve the agenda as is. Second by Mr. Grunow. Motion passed.

Approval of Minutes

Mr. Brinker made a motion to approve regular BOT minutes dated October 25, 2022. Second by Mr. Loveland. Motion passed.

Treasurer's Report

Mr. Loveland read and submitted the Treasurer's Report for November 15, 2022.



BAREFOOT BAY RECREATION DISTRICT

Audience Participation

Dave Wheaton-1477 Barefoot Circle – stated that hopes trustees and RFP committee look for the best company to get the golf course back in shape regardless of price.

Unfinished Business

None.

New Business

Social Media Guidelines

Consideration and approval of the Social Media Guidelines.

Mr. Grunow inquired about whether comment mode would be used on social media platforms. Mr. Cary advised that his legal opinion is that the district should not use the comment mode. Mr. Cichon confirmed that there were no plans to use comment mode.

Mr. Loveland made a motion to approve the Social Media Guidelines as presented. Second by Mr. Brinker. Motion passed.

FY 2022 Year End Budget Amendment and Resolution

Resolution 2022-24 read by Mr. Cary:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2021-09; AMENDING THE BUDGET.

Mr. Grunow made a motion to accept resolution 2022-24 as read. Second by Mr. Brinker. Motion passed.

Christmas Parade and Light Up the Bay Support

Consideration of Mr. Klosky's request for support of his annual BBRD Christmas Parade and Light Up the Bay contest.

Mr. Grunow made a motion to authorize BBRD to expend up to \$1,200 on the Christmas parade, festivities, and Light Up the Bay contest as requested by Mr. Klosky. Second by Mr. Loveland. Motion passed.



BAREFOOT BAY RECREATION DISTRICT

Manager's Report

Resident Relations

ARCC 10/25/2022

- 1 Old Business – extension approved
- 17 Consent Items – approved
- 11 Other Items – 10 approved, 1 tabled for additional information

VC Meeting 10/14/22

- 7 Cases – came into compliance prior to the meeting
- 6 Cases – found to be in violation

VC Meeting 10/28/22

- 25 Cases – to be presented

Food & Beverage

- Don't miss the Fall Festival at the 19th Hole on Saturday, November 19th. The 19th Hole outdoor seating area will be transformed into an autumn street fair with performances by Simply Sarah from 3-6pm and Double Standard from 6-9pm in the band shell. Over 15 vendors; pies, hot dogs, and snacks will be available for sale.
- The Winter Beats schedule of events is out! The Winter Beats series is a number of tribute performances from the greatest entertainers of our time. January 20th kicks off the series with a combo show of Cher, Huey Lewis, and Garth Brooks. On February 24th the 70s/80s Greatest Divas of All Time take the stage, and on March 19th hailing from New Jersey, the "Lights Out" show brings us Franki Valli and The Four Seasons. The "Bella Donna Project" on Friday March 24th is a tribute to the legendary Stevie Nicks and Fleetwood Mac. Finally, you all remember dancing all night long at last year's Doo Wop, and this year will be just as much fun on Friday, April 14th.
- The Winter Beats schedule and ticket sale dates are posted.
- The Lounge and the 19th Hole are closed on Thanksgiving Day.

Property Services

- Received new portable audio system
- Continued installation of the replacement interior doors in building A
- Erected temporary fence on egret circle and prepared lumber for permanent barrier
- Addressed irrigation issues at the lawn bowling field
- Addressed water pressure issue at the softball field
- Began to address issues with the golf course storage barn



BAREFOOT BAY RECREATION DISTRICT

- Repaired another broken ladder at Pool #1
- Assembled and placed new donation bench near the lake
- Addressed some shrubbery issues at the handball courts

Golf-Pro Shop

- Repairs & Maintenance
 - Lawn Bowl will be overseeded November 21st
 - Softball Field renovation December 19th – 21st
 - Golf Course
 - Back Nine and Putting Green closed for overseeding November 21st
 - Front Nine and Range closed for overseeding November 22nd
 - Fence repair behind ABM worksite is complete
- Tournaments
 - Member/Member on November 12th at 8:30am (Shotgun)
 - Turkey Trot on November 19th at 1pm (Shotgun)

Visit or Call Pro Shop for more information (772) 664-3174

- Thanksgiving Day, November 24th Golf Course Hours
 - Closing at 2pm
 - Last cart out will be 10am



BAREFOOT BAY RECREATION DISTRICT

Attorney's Report

Mr. Cary advised that the new trustees will be sworn in at the first BOT meeting in January 2023. Voters approved both charter amendments. He anticipates that the Brevard County Board of County Commissioners will place these two items on their December agenda. Mr. Cary stated that once the amendments are passed, BBRD will have the increased cap limit and the three-year term limits for the new trustees.

Mr. Cary also advised that he has taken a position with the City of West Melbourne. His firm (Vose) will honor the contract in place with Barefoot Bay Recreation District and that Garrett Wilson will now be representing the district.

Incidental Trustee Remarks

Mr. Loveland congratulated Joe Klosky and Lynn Tummolo on their recent win. Mr. Loveland also thanked Mr. Morrissey for his time on the board. He also wished everyone a Happy Thanksgiving.

Mr. Brinker stated that he is looking forward to working with the new trustees and congratulates them. He also wished everyone a Happy Thanksgiving.

Mr. Grunow welcomed the new trustees. He also thanked the residents for voting for the amendments and invites everyone to come out for Veterans Day services.

Mr. Amoss thanked Property Services for getting the fence up quickly after the hurricane. Mr. Amoss also thanked Mr. Cary and wished him well.

Adjournment

The next regular meeting will be on December 8, 2022, at 1pm in Building D/E.

Mr. Brinker made a motion to adjourn. Second by Loveland. Mr. Amoss adjourned.

Meeting adjourned at 5:34pm.

Hurrol Brinker, Secretary

Stephanie Brown, District Clerk



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Special Meeting
Golf Maintenance Workshop
Tuesday, November 15, 2022, 6pm
Building D &E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Special Meeting on November 15, 2022, Building D/E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Amoss called the meeting to order at 6pm.

Roll Call

Present: Chairman Amoss, Trustee Brinker, Trustee Loveland, and Trustee Grunow. Also present: Community Manager Kent Cichon, Ernie Cruz, Golf Operations Manager, and Cynthia Mihalick, Administrative Assistant to the District Clerk.

RFP Review

Mr. Cruz presented a Power Point presentation which provided an overview of current golf course conditions. He also explained how the issues currently facing the golf course would impact the future maintenance company. All three companies bidding on the contract have been shown the entire golf course and facilities.

Mr. Cruz stated that the pump station needs repair, which is estimated to cost \$220,000. Mr. Amoss asked if this also included the pumps. Mr. Cruz stated that the pumps are \$80,000, and \$220,000 would include replacing everything.

Mr. Amoss asked if aerating the water would be helpful. Mr. Cruz advised that pH levels are critical for the turf. If pH levels are not correct, any chemicals sprayed on the surface could render the chemical ineffective. A mandate needs to be in place to test the water prior to spraying.

Mr. Grunow asked if it was realistic to believe that any of the three proposed maintenance companies can bring the course back. Mr. Cruz advised that it is realistic, but the changes will take understanding and time. Soil samples have recently been taken and Mr. Cruz is waiting for the results. Once the results are back, an experienced superintendent can get a plan going.

Mr. Loveland asked how we are planning to hold the company that gets the contract accountable. Mr. Cruz advised that periodic reporting would be put in place, so we know that we are moving in the right direction. Mr. Cichon stated that the RFP proposal must include a requirement of the superintendent to regularly tour the course with the Golf Operations Manager. The superintendent's supervisor will also be required to come to the course at least quarterly to go on the tour with Mr. Cruz. This requirement is to ensure that any corrections are addressed immediately. The contract can be developed as a performance-based contract, which will be broken down with the components of the work. If a certain component is not accomplished, payment will be withheld. If this fails, we can involve our attorney or start a new RFP. The contract is for three years instead of five years.

Mr. Loveland asked about the 41,000 rounds of golf which are causing significant wear to the greens and what our plans are for in-house protocol. Mr. Cruz said the blue signs for handicap parking are going back out, and action will be taken if members violate the rules.



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Mr. Cruz mentioned that the current maintenance company has acknowledged their mistakes and there is a plan in place to fix the softball field and level #13 green.

Mr. Grunow suggested rewarding the new maintenance company with a bonus for good work. Mr. Loveland felt that the vendor should be doing their best if they have been awarded the contract and shouldn't need motivation with a bonus.

Mr. Cruz stated that he sincerely appreciates the support of the trustees. However, some of the issues did come about because trustees went directly to the superintendent. All issues with the management company should go directly to Mr. Cruz.

Meeting adjourned at 7:06 pm.

Hurrol Brinker, Secretary

Barefoot Bay Recreation District

Treasurer's Report

December 8, 2022

Cash Balances in General Fund as of 11/30/22

Petty Cash

Total Petty Cash: \$ 2,500.00

Operating Cash in Banks

MB&T Operating Account

1,390,016.36

Total Operating Accounts:

1,390,016.36

Interest Bearing Accounts

MB&T Money Market Account

253,366.66

SBA Reserve Account

705,819.92

Total Interest Bearing Accounts:

959,186.58

Total Cash Balances in General Fund:

\$ 2,351,702.94

Total Daily Deposits and Assessments Received for 11/1/22 - 11/30/22

Daily Deposits:

\$ 216,319.09

Assessments Received:

1,127,424.82

Total Deposits Received:

\$ 1,343,743.91

Expenditures for 11/1/22 - 11/30/22

Check Number	Vendor	Description	Check Amount
60293	Omega Technology Solutions, LLC	Monthly IT Support: 5/22	5,314.66
60305	Vose Law Firm, LLP	Legal Fees: 10/22	7,500.00
60333	ABM Landscape & Turf Services	Golf Course & Ball Field Maint. - 11/22	41,327.38
60341	The Cit Group Commercial Services	Golf Merchandise	5,473.00
60344	Brevard County Tax Collector	2022 Property Taxes	36,044.60
60350	Card Service Center	Mulch, Kegerator, Winter Beats Series Music	6,641.18
60353	Cheney Brothers Inc	Foodstuff and Supplies	6,320.18
60387	Special District Services, Inc	Management Fees: 11/22	14,413.82
60394	US Foods	Foodstuff and Supplies	6,287.51
60400	Florida Blue	Employee Health Insurance: 12/22	34,000.96
	Florida Department of Revenue	Sales Tax: 10/22	31,362.70
	Paychex	Net Payroll - PPE 11/6/22	76,316.13
	United States Treasury	Payroll Taxes - PPE 11/6/22	22,648.73
	Paychex	Net Payroll - PPE 11/20/22	76,839.19
	United States Treasury	Payroll Taxes - PPE 11/20/22	22,719.11

Total Expenditures \$5,000 and above:

393,209.15

Expenditures under \$5,000:

106,173.74

Total Expenditures:

\$ 499,382.89

Board of Trustees

Meeting Agenda Memo

Date: Thursday, December 8, 2022

Title: **Pool #1 Pit and Heater Replacement and Relocation Project Contract**

Section & Item: 10.A

Department: R&M/Capital Projects

Fiscal Impact: \$284,666
(FY22 Adopted Budget \$109,100)

Contact: Kent Cichon, Community Manager, Matt Goetz, Property Services Manager

Attachments: Independent Contractor Agreement, Brevard County Flood Zone Determination Letter, Proposed Project Site Location Maps

Reviewed by

General Counsel: Yes

Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Consider the Pool #1 Pit and Heater Replacement and Relocation project contract with Family Pools, Inc. in the amount of \$284,666 and authorize the BOT Chairman to sign.

Background and Summary Information

The replacement and relocation of the Pool #1 pit and heater was originally budgeted in FY18 but deferred until later years when the 2018 BOT decided not to pursue the issuance of a 30-year bond for 21 specific projects and to re-order project priorities. In FY20, the project was further delayed when the 2020 BOT funded the creation of construction drawings to renovate the entire area (encompassing the current locations of the pit and heater building). When the 2021 BOT canceled the Lounge/Lakeside Expansion project, the individual projects were again green-lighted. Due to the anticipated lengthy closure of the pool and Lakeside area for the project, the commencement of the project could not be accomplished in 2021 without infringing upon the winter season.

On May 12, 2022, the BOT approved the delay of the proposal to replace and relocate the Pool #1 pit and heater until early FY23 due to Family Pools, Inc.'s (BBRD's pools services continuing contract provider) problematic timeline, nineteen (19) weeks for permitting and equipment acquisition and 9 weeks of work, which had the potential for closures during the winter season. The FY22 Adopted Budget for this project was \$109,100 and Family Pools, Inc.'s original proposal was \$229,949.12.

A new RFP (RFP 2022-05) was publicly advertised in August 2022, and BBRD received two (2) submittals from the following firms:

- Family Pools, Inc. (proposed \$301,766)
- Parkit Construction, Inc. (proposed \$178,271.25)

The RFP Committee voting members ranked the two firms that submitted qualified proposals in the following order and unanimously recommended awarding the contract to Family Pools, Inc. based on scoring, experience, and timeline to the BOT:

- Family Pools, Inc.
- Parkit Construction, Inc.

On October 25, 2022, the BOT unanimously awarded the contract to Family Pools, Inc. in the amount of \$301,766 and authorized staff to negotiate a contract. The final negotiated contract for the BOT's consideration is in the amount of \$284,666. Sufficient funds for the value of this contract were not budgeted within the FY22 nor FY23 Adopted Budget, therefore a Budget Amendment utilizing fund balance through the carry forward process will be required and placed on a future BOT Regular meeting agenda for BOT approval.

The proposed project site location of the new pump and heaters is northwest of Pool #1's Lakeside of the Lounge Stage and outside of the Pool #1 fenced in area. The Brevard County Floodplain Administrator provided a Flood Zone Determination letter, which identifies this location as being in Flood Zone X. BBRD staff conferred with the Floodplain Administrator and confirmed that this zone is specifically designated as Unshaded Flood Zone X. The Federal Emergency Management Agency (FEMA) defines this zone as areas of minimal flood hazard, which are the areas outside the Special Flood Hazard Area (SFHA) and higher than the elevation of the 0.2-percent-annual-chance flood.

Staff recommends the BOT authorize the BOT Chairman to sign the Pool #1 Pit and Heater Replacement and Relocation project contract with Family Pools, Inc. in the amount of \$284,666 and authorize the BOT Chairman to sign.

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this ____ day of _____ 2022, by and between **BAREFOOT BAY RECREATION DISTRICT**, a special district of the State of Florida (hereinafter the "District" or "BBRD") and **FAMILY POOLS, INC.**, a Florida corporation (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, the DISTRICT is a special district of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the District; and

WHEREAS, the DISTRICT has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is in the business of construction services in BBRD and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors.

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or quotation documents issued in connection with this project.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**
 - a. The DISTRICT hereby retains CONTRACTOR to furnish goods and services as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. CONTRACTOR shall furnish the goods and services described in the Scope of Services pursuant to the Schedule of Values attached hereto as Exhibit "B" and incorporated herein by reference. Any conflict between the terms

and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" and/or Exhibit "B" will be resolved in favor of the body of this Agreement.

- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the DISTRICT, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. **Commencement and completion/Term.**

- a. CONTRACTOR must commence work under this Agreement immediately upon receipt by CONTRACTOR of the Notice to Proceed, and must achieve substantial completion of the work not later than August 2, 2023. Substantial Completion shall mean that all of the following have occurred: (1) the construction and installation work have been completed with only minor punch list items remaining to be completed; (2) a temporary certificate of occupancy and all other required permits or approvals have been obtained; (3) all clean-up of the job site has been completed; (4) the Project is ready for the District to use it for its intended purpose; and (5) all equipment, supplies, materials, and items to be installed have been installed in accordance with the manufacturer's specifications and industry standards and have undergone and passed the requisite testing and inspections. "Minor punch list items" are defined for this purpose as items that, in the aggregate, can be completed within fourteen (14) days without interfering with the District's normal use of the Project.
- b. Time is of the essence. The Contractor shall achieve Substantial Completion no later than thirteen (16 ½) weeks from the date of final permit issuance. On the date of final permit issuance, the Contractor shall promptly notify the owner of the date of permit issuance, and the deadline for Substantial Completion shall be calculated as thirteen (13) weeks from the date of final permit issuance. "Final Permit Issuance" shall be defined as the date of issuance of permit(s) by Brevard County, Florida Department of Health, and all other regulatory agencies that will allow for construction on Pool #1 to begin. This time period shall be designated the Contract Time.
- c. The Contractor shall also complete the following activities of Work within the interim Milestone dates indicated, as applicable:

ACTIVITY:

- i. Site Work Begin: By no later than April 10, 2023.

ii. Substantial Completion: No later than thirteen (16 ½) weeks from the date of final permit issuance as provided in paragraph 3.b.

iii. Final Completion: 14 calendar days from the Substantial Completion date as set forth in paragraph 3.c.ii.

- d. Should the Contractor fail to substantially complete the Work on or before the dates stipulated as a Milestone dates in paragraph 3.c. above, or achieve Substantial Completion on such later date as may result from an extension of time granted by the Owner, the Contractor shall pay the Owner as liquidated damages the sum of \$500 for each consecutive calendar day that terms of the contract remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which the owner will sustain per day by failure of the Contractor to complete within time as stipulated; it being recognized by the Owner and the Contractor that the injury to the Owner which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall cost for liquidated damages be construed as a penalty on the Contractor. The Owner may deduct any Liquidated Damages incurred under this paragraph from pending Payment Applications. The Parties specifically agree that the liquidated damages agreed to herein shall only apply to delay as described in this paragraph and shall not apply to any other breach of this Agreement.
- e. For each consecutive calendar day that the Work remains incomplete after the date established for Substantial Completion, the Owner shall retain from the compensation otherwise to be paid to the Contractor the sum of \$500. This amount is the minimum measure of damages the Owner will sustain as a failure of the Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and represents compensation for additional costs the Owner could incur or suffer caused by on-going construction while occupying the Project. Such costs could include, but are not limited to, additional inspections, additional security and safety measures, temporary facilities or structures, reduced employee efficiency, additional operating costs, employee overtime, split shift, insurance, etc. The Parties specifically agree that the liquidated damages agreed to herein shall only apply to damages as described in this paragraph and shall not apply to any other breach of this Agreement.
- f. The amount of liquidated damages set forth in Articles 3.d. and 3.e. hereinabove shall be assessed cumulatively.

4. **Payment.**

- a. The DISTRICT agrees to compensate CONTRACTOR, for work actually performed under this Agreement, for the negotiated amount of \$284,666. CONTRACTOR must perform all work required by the Scope of Services, but in no event will

CONTRACTOR be paid more than the negotiated amount without a written change order issued by the DISTRICT.

- b. The DISTRICT reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.
5. **Taxes.** The Contractor shall pay all sales, consumer, use, and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective. Owner reserves the right to direct purchase materials to realize a tax savings and adjust the contract amount accordingly. Contractor hereby agrees to permit Owner to direct purchase from the Contractor's suppliers at prices quoted to Contractor and for Owner to retain any tax savings generated thereby.
6. **Warranty.**
 - a. The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all workmanship will be of first class quality, free from faults and defects, and in conformance with the Contract Documents and all other warranties and guaranties specified therein. Where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
 - b. The Work included in this Contract is heretofore specified. The Contractor will be required to complete the Work specified and to provide all items needed for construction of the project, complete and in good order.
 - c. The warranties set forth in this Section and elsewhere in the Contract Documents shall survive Final Completion of the Work.
 - d. The Contractor guarantees and warrants to the Owner all work as follows:
 - i. that all materials and equipment furnished under this Contract will be new and the best of its respective kind unless otherwise specified;
 - ii. that all Work will be of first-class quality and free of omissions and faulty, poor quality, imperfect, and defective material or workmanship;
 - iii. that the Work shall be entirely watertight and leak proof in accordance with all applicable industry customs and practices, and shall be free of shrinkage and settlement;

- iv. that the Work, including but not limited to, mechanical and electrical machines, devices, and equipment, shall be complete systems, fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care;
 - v. that consistent with requirements of the Contract Documents, the Work shall be installed and oriented in such a manner as to facilitate unrestricted access for the operation and maintenance of fixed equipment; and Project Name: Barefoot Bay Recreation District Administration Building Project Numbers: B.S.E Consultants, Inc. Project No. 11311.01 TLC Engineering for Architecture, Inc. Project No. 515179 20;
 - vi. that the Work will be free of abnormal or unusual deterioration which occurs because of poor quality materials, workmanship, or unsuitable storage.
- e. All Work not conforming to guarantees and warranties specified in the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- f. If, within five (5) years after the Date of Final Completion of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract documents, the Contractor shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so. The Owner shall give such notice with reasonable promptness after discovery of the condition.
- g. Equipment warranty based on manufacturers' warranties: If at any time patent deficiencies in the Work are discovered, the Contractor will be liable for replacement or correction of such Work and any damages which Owner has incurred related thereto, regardless of the time limit of any guarantee or warranty.
- h. Any materials or other portions of the Work, installed, furnished, or stored on site which are not of the character or quality required by the specifications, or are otherwise not acceptable to the Owner, shall be immediately removed and replaced by the Contractor to the satisfaction of the Owner, when notified to do so by the Owner.
- i. If the Contractor fails to correct defective or nonconforming Work, or if the Contractor fails to remove defective or nonconforming Work from the site, the Owner may elect to either correct such Work or remove and store materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Owner's additional services made necessary thereby. If such proceeds of sale do not cover all costs, which the Contractor should have borne, the difference shall be charged to the Contractor and

an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

j. The Contractor shall bear the cost of making good all work of the Owner, separate contractors or others, destroyed or damaged by such correction or removal required under this section or elsewhere in the Contract Documents

7. Termination.

- a. Termination at Will: This Agreement may be terminated by the DISTRICT in whole or in part at any time without cause by the DISTRICT giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. Termination for Cause: This Agreement may be terminated by either party for cause by the DISTRICT or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

8. Notices. All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To DISTRICT: Barefoot Bay Recreation District, Attention: Community Manager, 625 Barefoot Blvd., Barefoot Bay, Florida 32976;
- b. To CONTRACTOR: Family Pools, Inc., Attention: Frank Russo, President, 873 SW South Macedo Blvd., Port St. Lucie, FL 34983.

9. Insurance.

Contractor agrees to maintain insurance, which will fully protect both Contractor and the District from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by Contractor, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:

- i. Workers' Compensation (unless exempt) with Employers' Liability shall be as provided by statute.
- ii. Comprehensive or Commercial General Liability (CGL) insurance (including, but not limited to, the following Supplementary Coverages: (i) Contractual Liability to cover liability assumed under this Agreement; (ii) Produce and Completed Operations Liability Insurance; (iii) Broad Form Property Damage Liability Insurance; and (iv) Explosion, Collapse, and Underground Hazards (Deletion of the X, C, U Exclusions), if such exposure exists):
 - 1. Bodily Injury: \$1,000,000 per occurrence;
 - 2. Property Damage: \$1,000,000 per occurrence.
- iii. Automobile Liability Insurance:
 - 1. Bodily Injury: \$1,000,000 per occurrence;
 - 2. Property Damage: \$1,000,000 per occurrence;
 If a Combined Single Limit is provided, the total coverage shall not be less than \$2,000,000 per occurrence.
- iv. Professional Liability Insurance (for professional services as defined pursuant to Florida Law, environmental contractors, or as otherwise specifically required by BBRD): \$1,000,000 per occurrence.

The most recent Rating Classification Financial Size Category of the Insurer regarding any coverages as required herein, as published in the latest edition of AM Best's Rating Guide (Property-Casualty), shall be a minimum of A.

10. **General Provisions.** CONTRACTOR must comply with the following general provisions:

- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the DISTRICT, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the DISTRICT to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the DISTRICT. The DISTRICT will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the DISTRICT.
- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- c. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the DISTRICT places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and

CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the DISTRICT.

- ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the DISTRICT Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

d. **Discrimination.**

- i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. **Independent contractor.**

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the DISTRICT. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the DISTRICT. None of the benefits, if any, provided by the DISTRICT to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the DISTRICT to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the DISTRICT and is subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The DISTRICT will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.

- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. **Indemnification.**

- i. CONTRACTOR must indemnify and hold the DISTRICT harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the DISTRICT, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the DISTRICT against any claim that any product purchased or licensed by the DISTRICT from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the DISTRICT by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the DISTRICT and not considered to be the DISTRICT's exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the DISTRICT to indemnification, the DISTRICT must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the DISTRICT decides to participate in the proceeding or defense, the DISTRICT will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.
- g. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the DISTRICT's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the DISTRICT to be sued by third parties in any matter arising out of this Agreement.
- h. **Public records.**
 - i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the DISTRICT to perform the service.
 - 2. Upon request from the DISTRICT's custodian of public records, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the DISTRICT.
 - 4. Upon completion of this Agreement, transfer, at no cost, to the DISTRICT all public records in possession of CONTRACTOR or keep and maintain public records required by the DISTRICT to perform the service. If CONTRACTOR transfers all public records to the DISTRICT upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT's custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.
 - ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
 - iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
 - iv. CONTRACTOR consents to the DISTRICT's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by DISTRICT.

- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the DISTRICT.
- vi. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, DISTRICT CLERK, AT 772-664-3141, records@bbrd.org; MAILING ADDRESS: 625 BAREFOOT BLVD., BUILDING A, BAREFOOT BAY, FL 32976.**
- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the DISTRICT's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
 - i. E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
 - ii. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
 - iii. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the DISTRICT, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the DISTRICT's sovereign immunity.
 - iv. Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are

covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- v. **Liability Insurance.** Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the DISTRICT and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The DISTRICT and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The DISTRICT's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the DISTRICT or the State of Florida may have.
- vi. **Inspections.** CONTRACTOR shall permit, and require its subcontractors to permit, the DISTRICT's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
- vii. **Auditor General Cooperation.** CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.

- j. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees,

that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

- k. **Federal-Aid Construction Contract.** If this is a federal-aid construction project, it shall be subject to the provisions in Exhibit “A”, which is attached hereto and incorporated herein by reference.

11. Miscellaneous Provisions. The following miscellaneous provisions apply to this Agreement:

- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the DISTRICT staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized DISTRICT representatives.
- c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any

portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the DISTRICT's rights under this Agreement, or of any cause of action the DISTRICT may have arising out of the performance of this Agreement.

- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.

- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with DISTRICT for goods or services of any amount may be terminated at the option of DISTRICT if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of DISTRICT if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

- j. **Law; Venue.** This Agreement is being executed in Barefoot Bay Recreation District, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Brevard County, Florida.

12. Special Provisions.

- a. This Agreement is a non-exclusive contract; the DISTRICT is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

BAREFOOT BAY RECREATION DISTRICT

BRUCE AMOSS, CHAIRMAN

Date signed by DISTRICT: _____

FAMILY POOLS, INC.

by _____
FRANK RUSSO, as its President and authorized
agent

(CORPORATE SEAL)

ATTEST:

Corporate Secretary

STATE OF _____
DISTRICT OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2022, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:

EXHIBIT A

SCOPE OF WORK

(The following items are to be undertaken and completed by Contractor and at Contractor's expense unless otherwise noted.)

- 1 Provide all required engineering plans.
- 2 Obtain all required permits, including but not limited to the Brevard County Operating Permit.
- 3 Notify and provide copy of each approved permit to BBRD within 48 hours.
- 4 Barefoot Bay, at its expense, will coordinate with Contractor and install barricades around construction site in a manner which will allow the BBRD Lounge and Lakeside of the Lounge Stage to continue normal operations throughout the duration of project construction, with the exception of minimal periods of time in which these facilities may need to be inoperational for purposes of safety.
- 5 Remove all construction debris.
- 6 Drain the pool.
- 7 As necessary, remove any pavers and reinstall prior to completion of project. Pavers broken from removal will be replaced.
- 8 Shut down and remove all current pool equipment.
- 9 Disconnect the pool lines from the current pump house.
- 10 Disconnect the pool heater and remove from the pool deck.
- 11 Turn over old equipment to BBRD.
- 12 Demolition of the current pump house and pool heater room.
- 13 Backfill any holes or low-lying areas.
- 14 Fill removed concrete deck areas with leveled sub concrete material, sand, and pavers to match existing pavers.
- 15 Install surge tank and reattach lines.
- 16 Trench from current location to outside of the fenced area in BBRD's desired location.
- 17 Install all needed utilities, with the exception of gas, in the conduit to accommodate the new equipment.
- 18 BBRD will provide, at its expense, two (2) - 2" conduit lines to the Contractor to install in the bore/trench for future use by BBRD.
- 19 Close any penetrations quickly as to not impede on facility operations.
- 20 Raise elevation and finish the grade of the new pump and heater location to the necessary specs and in a manner to prevent soil erosion and prevent flooding of equipment for a 100-year flood event.
- 21 Construct concrete slab to the necessary specs for placement of new pump and heater. Contractor will paint slab with BBRD's choice of color.
- 22 Install all new equipment (Vak-Pack Custom Enclosure - Model # CHR236; Pool Heater - PUR-15-2001 2 units 461113 ETI400 400K BTU NG IID ASME 96% EE) on the slab and anchor and plumb accordingly.
- 23 Install permanent fence with gate around the new equipment, and in a manner to allow proper service of the equipment. Fence will be PVC with vertical slats and painted with BBRD's choice of color.
- 24 Resod disturbed area around new pump and heater location with bahia sod.
- 25 Coordinate with pool resurfacing vendor.
- 26 Refill the pool.
- 27 Test all pool equipment.
- 28 Balance all pool chemicals (BBRD to provide all chemicals with the exception of chlorine tablets, which is to be provided by Contractor)
- 29 Instruct BBRD staff on the operations of the new equipment and provide all operation manuals.
- 30 Lower-Level Planter - Construct 4th wall for planter to match other existing three (3) walls.
- 32 Upper-Level Planter - Demolish and finish surface as stated in Scope #14 above. BBRD to install new railing at its expense; Contractor to coordinate with BBRD for this installation.
- 33 BBRD to coordinate with Como Oil & Propane for removal and installation of gas utilities. BBRD to provide gas at equipment pad location. Contractor to connect gas to heaters.

EXHIBIT B

AIA DOCUMENT G703

FAMILY POOLS INC
873 SWS Macedo Blvd
Port Saint Lucie, FL 34983
CPC1456929
772-878-8452

APPLICATION NO:

APPLICATION DATE: 12/01/22

PERIOD TO: n/a

PROJECT NAME: Barefoot Bay Pool 1

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)		E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH TO FINISH (C-G)	I RETAINAGE
1	Permit	\$1,200.00	\$0.00	\$0.00	\$0.00			\$0.00	\$1,200.00	\$0.00
2	Pool Equipment	\$92,656.00	\$0.00	\$0.00	\$0.00			\$0.00	\$92,656.00	\$0.00
3	Fencing - Lap siding and walls	\$19,800.00	\$0.00	\$0.00	\$0.00			\$0.00	\$19,800.00	\$0.00
4	Landscape & Irrigation	\$1,000.00	\$0.00	\$0.00	\$0.00			\$0.00	\$1,000.00	\$0.00
5	Concrete - ditches & pit	\$15,500.00	\$0.00	\$0.00	\$0.00			\$0.00	\$15,500.00	\$0.00
6	Equipment set labor	\$6,500.00	\$0.00	\$0.00	\$0.00			\$0.00	\$6,500.00	\$0.00
7	Demo building - Heater room	\$21,810.00	\$0.00	\$0.00	\$0.00			\$0.00	\$21,810.00	\$0.00
8	Demo pit - old pool equipment room	\$12,500.00	\$0.00	\$0.00	\$0.00			\$0.00	\$12,500.00	\$0.00
9	Inatall new pit in old location	\$19,900.00	\$0.00	\$0.00	\$0.00			\$0.00	\$19,900.00	\$0.00
10	Demo concrete and pavers needed	\$11,500.00	\$0.00	\$0.00	\$0.00			\$0.00	\$11,500.00	\$0.00
11	Plumb pit to equipment pad	\$12,500.00	\$0.00	\$0.00	\$0.00			\$0.00	\$12,500.00	\$0.00
12	Inatall equipment outside fence	\$12,900.00	\$0.00	\$0.00	\$0.00			\$0.00	\$12,900.00	\$0.00
13	Unistrut racking	\$3,900.00	\$0.00	\$0.00	\$0.00			\$0.00	\$3,900.00	\$0.00
14	Move gas BY Barefoot Bay	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
15	PVC pipe	\$8,900.00	\$0.00	\$0.00	\$0.00			\$0.00	\$8,900.00	\$0.00
17	Paver repair - 500 sq ft old chicago	\$4,900.00	\$0.00	\$0.00	\$0.00			\$0.00	\$4,900.00	\$0.00
18	Retaining wall - foundation	\$3,900.00	\$0.00	\$0.00	\$0.00			\$0.00	\$3,900.00	\$0.00
20	Electric allowance	\$18,500.00	\$0.00	\$0.00	\$0.00			\$0.00	\$18,500.00	\$0.00
21	Engineering	\$7,500.00	\$0.00	\$0.00	\$0.00			\$0.00	\$7,500.00	\$0.00
22	Drain pool dewater	\$1,400.00	\$0.00	\$0.00	\$0.00			\$0.00	\$1,400.00	\$0.00
23	Dumpster	\$3,200.00	\$0.00	\$0.00	\$0.00			\$0.00	\$3,200.00	\$0.00
24	Gas hook up heaters	\$1,800.00	\$0.00	\$0.00	\$0.00			\$0.00	\$1,800.00	\$0.00
25	Painting fence wall	\$900.00	\$0.00	\$0.00	\$0.00			\$0.00	\$900.00	\$0.00
26	Contingency	\$2,000.00	\$0.00	\$0.00	\$0.00			\$0.00	\$2,000.00	\$0.00
27			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
28			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
29			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
30			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
31			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
32			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
34			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
35			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
36			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
37			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
38			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
39			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
40			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
41			\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
SUB TOTALS:		\$284,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$284,666.00	\$0.00
Change Orders										
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CHANGE ORDER TOTALS:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTALS		\$284,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$284,666.00	\$0.00



Public Works Department
Engineering Program
Floodplain Administration
2725 Judge Fran Jamieson Way
Building A, Room A204
Viera, FL 32940
(321) 617-7340 FACS (321) 633-2083

December 1, 2022

Kent Cichon

REF: Barefoot Bay Recreation District
625 Barefoot Blvd
Barefoot Bay, FL 32976

SUBJECT: Flood Zone Determination

Dear Kent,

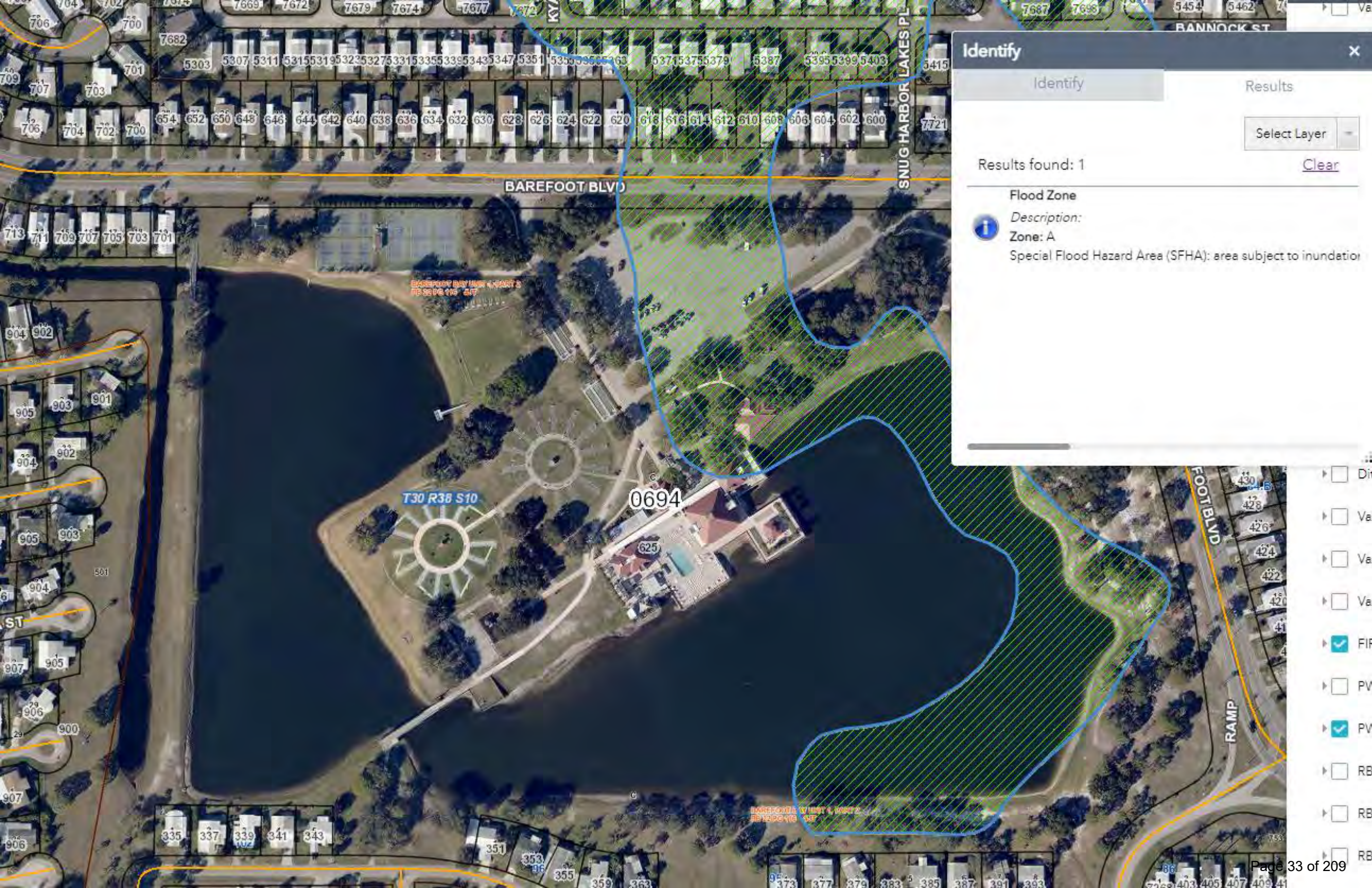
I have researched the property and our determination that portions are in Flood Zone A. The location of the proposed project site is in Flood Zone X per FEMA map 12009C 0694 H. The map was revised as of January 29, 2021 .

Please contact this office with any questions.

Sincerely,

John Miller

John Miller
Floodplain Administrator
2725 Judge Fran Jamieson Way
Viera, Florida 32940
321-617-7340



Identify

Identify

Results

Select Layer

Results found: 1

Clear

Flood Zone

i

Description:

Zone: A

Special Flood Hazard Area (SFHA): area subject to inundation

- ☐ Ditt
- ☐ Var
- ☐ Var
- ☐ Var
- ☐ Var
- ☒ FIR
- ☐ PW
- ☒ PW
- ☐ RB
- ☐ RB
- ☐ RB





Board of Trustees

Meeting Agenda Memo

Date: Thursday, December 8, 2022

Title: **General Contracting Services for Beach Restroom Project**

Section & Item: 10.B

Department: R&M/Capital Projects

Fiscal Impact: \$91,537.00 plus an undetermined amount for additional delivery costs

Contact: Kent Cichon, Community Manager, Matt Goetz, Property Services Manager

Attachments: MLF Construction Bid, Parkit Construction Bid, Big 5 General Construction Bid, Mark Stevens Construction Bid, MGM Contracting Bid

Reviewed by

General Counsel: Yes

Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Consider the five (5) bids received for the Beach Restroom project; waive the BBRD purchasing policies for purchases in the amount of \$75,000 or more; award a contract; and authorize the BOT Chairman to sign a contract negotiated by staff.

Background and Summary Information

The FY20 Adopted Budget for this project was \$95,700. On January 10, 2020, the BOT authorized the release of a Request for Proposal for procurement of a prefabricated restroom unit. On March 5, 2020, the RFP evaluation committee met and made the recommendation to accept the proposal from Leesburg Concrete Company, Inc. in the amount of \$83,929.00. The BOT accepted this recommendation and approved the purchase at its March 13, 2020 regular meeting. The purchase price included the cost of delivery to the Beach project site in the amount of \$4,800.

Subsequently, BBRD engaged TLC Engineering Solutions to prepare the engineering plans. These plans were completed in FY22 and a permit application for the septic system was submitted and approved. Further permitting is required and will be processed by the general contractor to be engaged by BBRD.

The budgeted amount for this project was increased to \$179,069 for the FY22 Adopted Budget. The current total expenditures for this project is \$140,526, which leaves an available budget balance of \$38,543.

Leesburg Concrete Company, Inc. has been storing the prefabricated restroom unit at no additional cost to BBRD. However, the company has communicated that delivery costs have increased due to inflation over the past two plus years. The company has estimated the additional cost to be \$X,XXX, with the exact amount to be determined once a delivery date has been scheduled. The company will be providing an estimated additional cost, with the exact amount to be determined once a delivery date has been scheduled.

BBRD staff began soliciting bids for general contracting services near the end of FY22 to complete the project, with the expectation that the amount of these services would be below \$75,000. BBRD purchasing policies require purchases in the amount of \$25,000 to \$75,000 have written, signed bids from at least three sources. Due to high levels of inflation, all five bids received were higher than \$75,000. BBRD purchasing policies require purchases in the amount of \$75,000 or more have sealed bids and the Request for Proposal or Invitation to Bid Process must be followed.

The five (5) bids submitted to BBRD for general contracting services are as follows:

- Big Five General Construction, Inc. (\$91,537.00)

- Mark Steven Construction, Inc. (\$91,548.00)
- MGM Contracting, Inc. (\$147,317.00)
- MLF Construction, Inc., LLC (\$140,000.00)
- Parkit Construction, Inc. (\$108,758.00)

Sufficient funds for the cost of general contractor services were not budgeted within the FY22 nor FY23 Adopted Budgets. Therefore, a Budget Amendment utilizing fund balance through the carry forward process will be required to be placed on a future BOT Regular meeting agenda for BOT approval.

Staff recommends the BOT waive the BBRD purchasing policies for purchases in the amount of \$75,000 or more, which requires sealed bids and the Request for Proposal or Invitation to Bid Process; award a contract for the Beach Restroom project in the amount of \$91,537.00 to Big 5 General Construction, Inc. as the lowest responsive and qualified bidder; and authorize the BOT Chairman to sign a contract negotiated by staff.

ESTIMATE

Mike Fischetti /MLF construction

3198 Misty Morn Ct St Cloud Fl.

34771

CGC032741

407 729 0568

BILL TO

Barefoot Bay Recreation

8705 Florida A1A

Melbourne Beach 32951

Att. Kent Cichon

ESTIMATE #

107

ESTIMATE DATE

11/17/2022

DESCRIPTION	AMOUNT
We Pleased to present the Bid for the placement and construction of a portable Bathroom in Melbourne Fl. The scope of the work is provided in the E-mail sent to MLF construction. Construction includes ,Pad for unit,new sidewalk Delivery of unit,tie down , New septic tank,demo electric and building. set building and sod. All work will be permitted and supervised	140,000.00
TOTAL	\$140,000.00

Thank you

TERMS & CONDITIONS

Terms of payment to be discussed

From: [David Park](#)
To: [Matt Goetz](#)
Cc: ["Dawn Park"](#)
Subject: Secondary 102722 RE: 101322: Beach plans
Date: Thursday, October 27, 2022 2:44:41 PM
Attachments: [PARKIT BAREFOOT BAY BEACH ACCESS 8705 HWY A1A MEL BCH.PDF](#)
Importance: High

Hi Matt,

I have some good news in that we received a quote from Pence Septic which was significantly cheaper than the number that I had previously plugged into our prior estimate. Attached is the Pence Septic quote for your reference. As a result, our corresponding quote to BBRD is reduced down accordingly to \$108,758.00 for items 1 through 12 in my prior email below from 13OCT22.

Please let me know your thoughts on potentially getting started if our proposal is acceptable at your earliest convenience. Thank you.

V/r,

Dave Park, PE, CGC | Owner / Director

Parkit Construction, Inc.

PO Box 120278 | West Melbourne, Florida 32912-0278

Phone 321.426.6556 | Fax 321-952-8120

Website: www.parkitconstruction.com (**UPDATED 7/12/18**)

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From: David Park [mailto:dpark1@cfl.rr.com]
Sent: Thursday, October 13, 2022 1:00 PM
To: 'Matt Goetz' <mattgoetz@bbird.org>
Cc: 'Dawn Park' <dpark2@cfl.rr.com>
Subject: 101322: 092222 RE: Beach plans
Importance: High

Hi Matt:

I am still waiting on numbers from Pence Septic but my price on the Beach project is looking like \$122,920.00 assuming that my septic cost isn't greater than \$30,000.00. If the septic price is lower, I will reduce my price with markup accordingly. My price would include the following:

- 1.) General Conditions Cost
- 2.) Permit Costs
- 3.) Survey Costs to layout restroom, tank, sidewalk, and drain field.

- 4.) Electrical Run of approximately 230LF of conduit with wire and hookup to existing panel box with new handhole box.
- 5.) Plumbing approximately 135' of small septic to well as designated on drawings
- 6.) Demo of Existing Building
- 7.) Installation of Septic Tank and Drain Field
- 8.) New Concrete Slab under Pre-fabricated Restroom. Pre-fab restroom installation by others.
- 9.) Furnish/Installation of 130' x 5' of 4" thick concrete sidewalk as designated on the plans.
- 10.) Bedding Stone under New Concrete Restroom Slab.
- 11.) 1 HP pump detailed in plans with installation

Price doesn't include furnishing or spreading of import fill/sand because we don't know a quantity that will be needed for this item. Also any revisions to provide potable water for the drinking fountains would be extra. Finally, if our cost on the septic system is higher than \$30K, I would simply pass this cost with no markup along to BBRD and I can try to get more than 1 quote on the septic system if the number seems to high. Your thoughts? Please advise. Thank you.

V/r,

Dave Park, PE, CGC | Owner / Director

Parkit Construction, Inc.

PO Box 120278 | West Melbourne, Florida 32912-0278

Phone 321.426.6556 | Fax 321-952-8120

Website: www.parkitconstruction.com (UPDATED 7/12/18)

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From: David Park [<mailto:dpark1@cfl.rr.com>]

Sent: Thursday, September 22, 2022 3:09 PM

To: 'Matt Goetz' <mattgoetz@bbrd.org>

Cc: 'Dawn Park' <dpark2@cfl.rr.com>

Subject: 092222 RE: Beach plans

Hi Matt,

It's a good looking project and I would be interested in looking at the site. What is your availability for either tomorrow or Tuesday of next week?

V/r,

Dave Park, PE, CGC | Owner / Director

Parkit Construction, Inc.

PO Box 120278 | West Melbourne, Florida 32912-0278

Phone 321.426.6556 | Fax 321-952-8120

Website: www.parkitconstruction.com (UPDATED 7/12/18)

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From: Matt Goetz [<mailto:mattgoetz@bbrd.org>]

Sent: Thursday, September 22, 2022 2:40 PM

To: David Park <dpark1@cfl.rr.com>

Subject: Beach plans

Please see attached!

Let me know if you are interested or if you want to see the site.

Thanks

Matt Goetz

Property Service Manager

Barefoot Bay Recreation District

Cell: (772) 494-9985

Office: (772) 664-2063

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

Pence Septic Systems

3160 Dixie Hwy NE
Palm Bay, FL 32905
(321) 723-6107 fax (321) 723-6856

October 27, 2022

Customer:
Parkit Construction
321-426-6556
DPark1@cfl.rr.com

Property Address:
8705 Highway A1A
Melbourne Beach, FL 32951

NEW CONSTRUCTION: ESTIMATE PRIOR TO PERMIT

Barefoot Bay Recreation District Beachside Restrooms Project

We hereby submit specifications and estimates for: Prior to permitting.

- * Obtain EHS permit
- * Install 500 gallon per day NSF 245 Aerobic Treatment System with control panel and alarm
- * Install 643 Sq. ft. of ADS 9-Pipe or chamber drain field (25% reduction for atu)
- * Excavate unsuitable material in area of drain field and leave on site
- * First 2 year operating permit with the Environmental Health Services
- * First 2 year service agreement with Pence Septic Systems
- * Cover system after EHS approval
- * All required Brevard County inspections prior to sod

Total: **\$18,026.00**

This price and scope of work is based on the expected Environmental Health Services criteria, not on the BSE plans submitted to us from the contractor, shall the permit differ from our expectations, this estimate will be adjusted accordingly.

- *Builder will need to have an electrician install a dedicated 20 amp circuit breaker and (12/2 wire) power installed near the new septic system.*

The following are not included in above pricing, and will be charged if needed:

- * Sand as needed: **\$450.00** per load
- * Haul off if needed: **\$250.00** per load
- * Pump system if needed to meet EHS elevation requirements
- * Cover inspection for mound stabilization: **\$75.00** if required by EHS

***** Builder is responsible for plumbing restroom to tank, providing needed electrical connections and mound stabilization (sod or hay & seed) if needed *****

Site Conditions:

Owner/builder is responsible for providing proper access to job site and work area. Any unknown underground issues such as muck and utilities in the area that cause issue with the installation may add cost to the job. These are things we cannot know about and/or allow for ahead of time. If there are changes to access the job due to construction that extend the job into additional time and/or require special equipment, etc. you will be notified and given a quote for estimated additional cost. Signed acceptance will be required for work to continue.

Please Note We Are Not Responsible For Damage To The Following:

1. Underground lines, phone, lights, sprinklers, etc.
2. Sidewalks or driveways
3. Sod, grade or landscaping in any area pertaining to work space or access to perform work.

We must have owner authorization, plot plan and floor plan in order to pull the permit. All material is guaranteed to be as specified. In the event it becomes necessary to institute action for the collection of amount of any unpaid balance; owner agrees to pay all costs of collection including all legal and attorney's fees. This estimate is valid for 30 days and is subject to change thereafter.

Proposed work must be installed within 3 months of estimate date or prices may be subject to change.

By: _____
Pence Septic Systems

Acceptance of Proposal

Signed acceptance of this proposal and a payment via check/cc in the amount of **\$950.00** is necessary for Pence Septic to apply for your permit.

We must have owner authorization, plot plan and floor plan in order to pull the permit.

The final balance due in full upon installation and cover of system, prior to final inspection.

I authorize Pence Septic Systems to complete the work as outlined and agree to payment terms.

Date: _____ Signature: _____

Printed Name: _____

TWO YEAR WARRANTY FOR SYSTEM

The warranty will be voided if the following are found: excessive water usage, grease in system, constant running water (i.e. toilet or faucet leaking)

No trees, shrubs or bushes are to be planted over/near the drain field.

The only allowable coverage over a drain field is sod.



315 PINE TREE DRIVE, INDIALANTIC FLORIDA 32903
CEL 321 604-5575
STATE CERTIFIED LIC # CGC1512855

November 14th, 2022

Dear Matt,

Thank you for the opportunity to bid work at Barefoot Bay Rec Center.
Scope of work includes the following.

All labor and materials included EXCEPT where specified.

SITE WORK AND PREP FOR THE JOB.

- Demolition of the existing building.
- Removal of some trees that need to be taken out due to septic drain field.
- Clearing the area for the septic system.
- Building the restroom pad with sand as per drawing.
- Special sand included for the pad.
- Rolling the existing ground and pad with a roller.
- Grade the area where the sidewalk needs to be poured.
- Final grading of the site after all work is completed.
- Dumpster to be provided if needed.

SEPTIC SYSTEM FOR INSTALLATION.

- Septic system Installation- AEROBIC NSF-245 APPROVED.
- Chamber drain field installed for a 400 GPD system (4 Bedroom)
- FUJI Clean CEN5-245 approved aerobic with risers for future maintenance.
- FUJI Clean aerator, blower and cover.
- Alarm control panel and alarm float.
- Installation of drain field sand to ensure longevity of the system. (ALLOWANCE AMOUNT ALLOWED FOR SAND PER LOAD)
- Septic inspections done by Brevard County Environmental DOH.

ITEMS NOT INCLUDED IN SEPTIC.

- Sprinkler and irrigation system.
- Any damage done to the drain field if anyone drive s on or over it. (WARRANTY WILL BE NULL AND VOID)
- 2 Year operating permit with Brevard County DOH, 2 year aerobic and sampling agreements with ASAP SEPTIC & SEWER. (\$575.00)
- If permit expires due to no fault of ASAP Septic and Big 5 General Construction, owner will be responsible for re-permitting fees.

ELECTRIC SERVICES PROVIDED.

- All work shall be in accordance to 2014 NEC and local codes and to drawing specifications.
- Removal of the existing power to the building. (Mini excavator to be rented.)
- Installation of new 1 and 2 inch conduit and 2 new wire runs. Proposal to install 1/0 copper feeders per plan & test and run.

PLUMBING SERVICES:

- Installation of PVC drain system to serve new ADA bathrooms.
- Installation of PEX cold water supply to serve new ADA bathrooms.
- Supply and install approved fixture schedule.
- Fixtures: 2 ADA American Standard Cadet Pro Toilets.
2 sinks and faucets American Standard, Delta ADA.
- Install 4" PVC septic line from building to septic tank to code.
- Install 1" PVC water main from existing well line located on the existing building to bathrooms.
- Supply and install 1 HP jet pump to spec.
-

CONCRETE WORK TO BE DONE.

- Grade and form up sidewalk approx 130 linear feet (4" thick) and concrete pad with foundations ,footers and rebar for the structure to get secured to.
- Some welding and drilling maybe needed to secure the building to the pad, this can only be determined once the structure is delivered.

TOTAL BID PRICE.....\$91537.00

LABOR AND MATERIALS NOT INCLUDED.

- Permit and drawings if needed.
- Landscape and irrigation.
- Anything not mentioned in the bid.
- Any changes that may arise, any changes made by the association or any unforeseen circumstances that may arise.

DRAW SCHEDULE.

- 50% UPON ACCEPTANCE OF THE BID.
- 30% UPON COMPLETION OF SEPTIC.
- 20% UPON CONNECTION OF THE ELECTRIC AND PLUMBING.
- 10% UPON FINAL INSPECTION.



315 PINE TREE DRIVE, INDIAN LANTIC FLORIDA 32903
CEL 321 604-5575
STATE CERTIFIED LIC # CGC1512855

Page 3

SOME ALLOWANCES MADE FOR THE JOB.

- Sod \$2200 depending on the area excavated.
- Permit \$1000
- Septic sand \$3300 depending on quality of existing soil when installed.
- Concrete materials \$3600 (Just had an increase again.)

PLEASE NOTE:

Whatever is mentioned in the bid will be done, if work is not itemized in the bid it is NOT included. When work commences there may be underlying problems and conditions that the association and contractor has no insight to and has to be fix correctly. These repairs and supplies need to be at the associations expense for labor and materials.

Should you have any questions, do not hesitate to call me.

Bid good for 3 weeks due to pricing changes that may arise.

BIG 5 GENERAL CONSTRUCTION IS COMMITTED TO YOUR BUILDING NEEDS.

SIGNATURE BAREFOOT BAY

SIGNATURE BIG 5 CONSTRUCTION

November 14, 2022

Matt Goetz
Property Service Manager
Barefoot Bay Recreation District

RE: Proposal for Barefoot Bay Recreation District Beachside Restroom
8705 Highway A1A, Melbourne Beach, FL 32951

Please find below our submitted proposal for the above referenced project based on plans drawn by TLC Engineering Solutions & B.S.E. Consultants, Inc; Project No. 520067; issued 07/14/2022 pages S001-S003 inclusive and all dated 07/14/2022; & Phase 1 Site Plan; Project No. 11311.04.02 Issue date 05/1/2022; Page E001 Electrical Project No. 520067; Issue date 06/08/2022.

Scope of work as follows:

- 1) Demolition of existing masonry structure.
- 2) Excavate soil and compact for new concrete slab.
- 3) New concrete slab for owner supplied restroom structure.
- 4) New 2" PVC water line from existing well to new structure
- 5) New copper service line in PVC chase from Pull box to new structure.
- 6) New septic and drain field
- 7) All trash removed from site generated by the scope of this work only.

INCLUDED in this proposal which was NOT SPECIFIED on provided plans or specifications:

- 1) Temporary Fencing
- 2) Installation of a 1" PVC chase line from Power pole by road to new structure for internet cable.
- 3) Installation of (2) two new ADA signs and posts-labor only. Signs are not on site as per plans-signs need to be provided to Contractor by Owner.

NOT Included in this proposal:

- 1) Any surveys required to perform this contract including any local, county or state surveys if required.
- 2) No state or local impact fees, if required.
- 3) Florida Power & Light Fees
- 4) Temporary Toilets-Contractor Use of Temporary toilets that are already existing on building site.

- 5) Any and all tie downs brackets per Tom Ely, Sales at Leesburg Concrete (352-408-4637) Leesburg Concrete, Building manufacturer of structure, they will supply any hardware (tie downs, brackets, etc.) and installation of said hardware as needed.
- 6) Line locate of existing internet cabled from street to existing structure.
- 7) No sod or landscaping plants.

Proposed contract price for above scope of work \$91,548.00*

*This proposal cost is valid for fourteen (14) calendar days from submittal date

Deposit and draw schedule to be determined upon acceptance of this proposal.

Respectfully submitted,

Mark S. Mihlebach
Mark Steven Construction, Inc.
Mark.mscinc@gmail.com
321.725.7272 ofc.
321.288.2882 cell



MGM CONTRACTING INC.
1121 PEACHTREE STREET
COCOA, FL. 32922
OFFICE 321-639-6365
FAX 321-639-2780

General Contractor License #CGC 059589
Certified Roofing Contractor License #CCC 1327481
Certified Air Conditioning Contractor License #1816183

Date: 9/9/2022

Project:

Barefoot Bay Beach Restroom

Scope of Work:

• Demo Existing Building and Haul Off	\$8,500.00
• Remove Trees and Haul Off	\$2,800.00
• Relocate Soap Pole and BBQ	\$450.00
• New Concrete Slab	\$9,800.00
• New Septic and Drain Field	\$18,500.00
• Septic Lift Station	\$5,000.00
• Sod and fill	\$8,500.00
• Electric Relocation	\$8,500.00
• Trex Walkway	\$16,000.00
• Plumbing Relocation	\$11,200.00
• Misc Hardware and Existing Well Pump Service	\$4,500.00
• Permits- Local, EPA, Federal and Land Fill Fees	\$28,000.00

Building Is assumed to be 100% complete, delivered, off-loaded and set on pad by others!

Proposed Total: \$147,317.00

Board of Trustees

Meeting Agenda Memo

Date: Thursday, December 8, 2022
Title: **Golf Maintenance Award of Contract**
Section & Item: 11.A
Department: Golf
Fiscal Impact: Up to \$19,740 (dependent on which vendor is selected)
(FY23 Budget \$495,935)
Contact: Ernie Cruz, Golf Manager, Kent Cichon, Community Manager
Attachments: RFP Committee Scoring Sheets
Reviewed by General Counsel:
Counsel: Yes
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Consider RFP Committee's recommendation, award RFP 2022-06 - Golf Course Maintenance Services, and authorize staff to negotiate a contract with the BOT-selected vendor.

Background and Summary Information

On January 1, 2014, BBRD entered into a service agreement with ABM Services, Inc. (FKA One Source) for maintenance and upkeep of the golf course, softball field and lawn bowl area. This agreement was renewed on April 13, 2018, for these same services, and subsequently amended to notify the public of ABM Industries' name change on February 13, 2020. This current agreement ends on September 30, 2023.

During the September 8, 2022, BOT Regular meeting, Chairman Maino directed staff to proceed with a Golf Course Maintenance RFP. In October of 2022, Golf Course Maintenance RFP-2022-06 was publicly advertised and the District received (3) submittals from the following vendors:

- | | |
|--|-----------|
| • ABM Industries | \$509,350 |
| • Brightview Golf Maintenance | \$538,988 |
| • International Golf Maintenance (IGM) | \$529,907 |

The RFP Committee, consisting of voting members Hurol Brinker (RFP Committee Chair), Ernie Cruz (Golf Operations Manager), Matt Goetz (Property Services Manager), Dave Connor (Resident), Don Oldakowski (Resident), and non-voting members Bruce Amoss (BOT Chairman) and Kent Cichon (Community Manager) evaluated the submitted proposals and unanimously chose Brightview Golf Maintenance to recommend to the Board of Trustees for selection and award of contract to maintain the golf course.

The RFP Committee also recommended the following ranking of vendors to the Board of Trustees:

- Brightview Golf Maintenance
- International Golf Maintenance (IGM)
- ABM Industries

**RFP 2022-06 Golf Course Maintenance Services for Barefoot Bay Executive Golf Course
Tabulation Sheet**

	ABM Industry Groups, LLC	BrightView Golf Maintenance, Inc.	International Golf Maintenance, Inc.
Hurrol Brinker	3	2	1
Dave Connor	3	1	2
Ernie Cruz	3	1	2
Matt Goetz	3	1	2
Don Oldakoski	3	1	2
Ranking	3	1	2

Additional funding required above that of the current golf course maintenance contract was not budgeted within the FY23 Adopted Budget, therefore a Budget Amendment, utilizing Contingency, will be required to be placed on a future BOT Regular meeting agenda for BOT approval.

Staff recommends the BOT award RFP 2022-06 – Golf Course Maintenance to one of the three vendors that submitted a qualified proposal and authorize staff to negotiate a contract with the selected vendor.

Golf Course Maintenance Services for Barefoot Bay Executive Golf Course
RFP 2022-06 Ranking Sheet
(Opening of Bids)

Company Name:

ABM

Total Points:

21

Maximum Points (5)

1. Completeness of Proposal - Completeness of response in accordance with RFP instructions and requirements.

1

Comments:

Maximum Points (15)

2. Experience - Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties and/or public agencies; strength and stability of the contractor.

7

Comments:

Maximum Points (20)

3. Qualifications of Key Personnel - Qualifications of staff, adequacy of labor commitment, training programs for staff.

3

Comments:

Maximum Points (20)

4. Machinery, Equipment, and Manpower - Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high-quality manner.

6

Comments: _____

Maximum Points (10)

5. References - Assessment of contractor's work by client references and references with demonstrated success in providing similar services.

0

Comments: _____

Maximum Points (30)

6. Cost - Reasonableness of the total price relative to the work being performed.

4

Comments: _____

Overall Comments: _____

Submitted By (print):

HURROL BRINKER

Submitted By (signature):

Hurrol Brinker

Date:

11/22/22

Golf Course Maintenance Services for Barefoot Bay Executive Golf Course
RFP 2022-06 Ranking Sheet
(Opening of Bids)

Company Name: BRIGHTVIEW GOLF

Total Points: 63

Maximum Points (5)

1. Completeness of Proposal - Completeness of response in accordance with RFP instructions and requirements.

3

Comments: _____

Maximum Points (15)

2. Experience - Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties and/or public agencies; strength and stability of the contractor.

12

Comments: _____

Maximum Points (20)

3. Qualifications of Key Personnel - Qualifications of staff, adequacy of labor commitment, training programs for staff.

15

Comments: _____

Maximum Points (20)

4. Machinery, Equipment, and Manpower - Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high-quality manner.

13

Comments: _____

Maximum Points (10)

5. References - Assessment of contractor's work by client references and references with demonstrated success in providing similar services.

8

Comments: _____

Maximum Points (30)

6. Cost - Reasonableness of the total price relative to the work being performed.

12

Comments: _____

Overall Comments: _____

Submitted By (print):

HUTRO BRINKER

Submitted By (signature):

Hutro Brinker

Date:

11/22/22

Golf Course Maintenance Services for Barefoot Bay Executive Golf Course
RFP 2022-06 Ranking Sheet
(Opening of Bids)

Company Name: INTERNATIONAL GOLF

Total Points: 78

Maximum Points (5)

1. Completeness of Proposal - Completeness of response in accordance with RFP instructions and requirements.

4

Comments: _____

Maximum Points (15)

2. Experience - Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties and/or public agencies; strength and stability of the contractor.

14

Comments: _____

Maximum Points (20)

3. Qualifications of Key Personnel - Qualifications of staff, adequacy of labor commitment, training programs for staff.

18

Comments: _____

Maximum Points (20)

4. Machinery, Equipment, and Manpower - Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high-quality manner.

16

Comments: _____

Maximum Points (10)

5. References - Assessment of contractor's work by client references and references with demonstrated success in providing similar services.

9

Comments: _____

Maximum Points (30)

6. Cost - Reasonableness of the total price relative to the work being performed.

17

Comments: _____

Overall Comments: _____

Submitted By (print):

HURROL BRINKER

Submitted By (signature):

Hurrol Brinker

Date:

11/22/22

Golf Course Maintenance Services for Barefoot Bay Executive Golf Course
RFP 2022-06 Ranking Sheet
(Opening of Bids)

Company Name: ABM

Total Points:

64

Maximum Points (5)

1. Completeness of Proposal - Completeness of response in accordance with RFP instructions and requirements.

2

Comments:

Maximum Points (15)

2. Experience - Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties and/or public agencies; strength and stability of the contractor.

5

Comments:

Maximum Points (20)

3. Qualifications of Key Personnel - Qualifications of staff, adequacy of labor commitment, training programs for staff.

5

Comments:

Maximum Points (20)

4. Machinery, Equipment, and Manpower - Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high-quality manner.

17

Comments: _____

Maximum Points (10)

5. References - Assessment of contractor's work by client references and references with demonstrated success in providing similar services.

5

Comments: _____

Maximum Points (30)

6. Cost - Reasonableness of the total price relative to the work being performed.

30

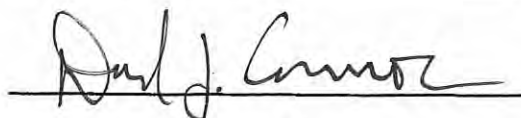
Comments: _____

Overall Comments: Disappointed with quality of work done at BB for the past 17 years.

Submitted By (print):

David J. Connor

Submitted By (signature):



Date:

11/22/2022

Golf Course Maintenance Services for Barefoot Bay Executive Golf Course
RFP 2022-06 Ranking Sheet
(Opening of Bids)

Company Name: BrightView

Total Points:

83

Maximum Points (5)

1. Completeness of Proposal - Completeness of response in accordance with RFP instructions and requirements.

5

Comments:

Maximum Points (15)

2. Experience - Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties and/or public agencies; strength and stability of the contractor.

15

Comments:

Maximum Points (20)

3. Qualifications of Key Personnel - Qualifications of staff, adequacy of labor commitment, training programs for staff.

18

Comments:

Maximum Points (20)

4. Machinery, Equipment, and Manpower - Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high-quality manner.

20

Comments: _____

Maximum Points (10)

5. References - Assessment of contractor's work by client references and references with demonstrated success in providing similar services.

10

Comments: _____

Maximum Points (30)

6. Cost - Reasonableness of the total price relative to the work being performed.

15

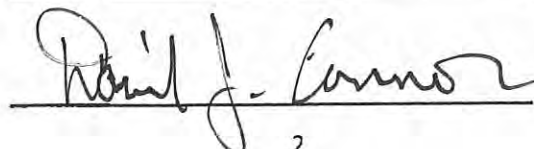
Comments: _____

Overall Comments: I had an opportunity to visit and inspect one of BrightView's clients, Fairwinds Golf Course in Fort Pierce, Florida. The golf pro, Michael Melton, said they have had BrightView, as a maintenance company for the last year and a half. He was thoroughly impressed by the quick turn-around of his golf course and would recommend BrightView, in a minute, to anyone.
I agree! BrightView would be a very strong candidate to consider.

Submitted By (print):

David J. Connor

Submitted By (signature):



Date:

11/22/2022

Golf Course Maintenance Services for Barefoot Bay Executive Golf Course
RFP 2022-06 Ranking Sheet
(Opening of Bids)

Company Name: IGM

Total Points:

80

Maximum Points (5)

1. Completeness of Proposal - Completeness of response in accordance with RFP instructions and requirements.

5

Comments: _____

Maximum Points (15)

2. Experience - Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties and/or public agencies; strength and stability of the contractor.

13

Comments: _____

Maximum Points (20)

3. Qualifications of Key Personnel - Qualifications of staff, adequacy of labor commitment, training programs for staff.

14

Comments: _____

Maximum Points (20)

4. Machinery, Equipment, and Manpower - Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high-quality manner.

18

Comments: _____

Maximum Points (10)

5. References - Assessment of contractor's work by client references and references with demonstrated success in providing similar services.

10

Comments: _____

Maximum Points (30)

6. Cost - Reasonableness of the total price relative to the work being performed.

20

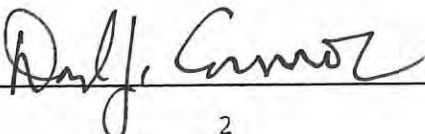
Comments: _____

Overall Comments: I had and opportunity to play golf at Sandridge and Sebastian golf courses. After thorough inspection I was very impressed with the condition of both and would strongly consider this vendor.

Submitted By (print):

David J. Connor

Submitted By (signature):


2

Date:

11/22/2022

Golf Course Maintenance Services for Barefoot Bay Executive Golf Course
RFP 2022-06 Ranking Sheet
(Opening of Bids)

Company Name: ABM INDUSTRIES

Total Points:

81

Maximum Points (5)

1. Completeness of Proposal - Completeness of response in accordance with RFP instructions and requirements.

3

Comments: ALL INFORMATION PROVIDED, BUT GENERAL INFO ONLY. NEEDS MORE SPECIFICS ON CONTENTS.

Maximum Points (15)

2. Experience - Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties and/or public agencies; strength and stability of the contractor.

15

Comments:

Maximum Points (20)

3. Qualifications of Key Personnel - Qualifications of staff, adequacy of labor commitment, training programs for staff.

10

Comments: NEW SUPERINTENDANT

Maximum Points (20)

4. Machinery, Equipment, and Manpower - Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high-quality manner.

15

Comments: NO CLEAR IDENTIFIERS OF EXPERIENCE
OR JOB DESCRIPTIONS TO CLARIFY ROLES

Maximum Points (10)

5. References - Assessment of contractor's work by client references and references with demonstrated success in providing similar services.

8

Comments: ZELLWOOD STATION CONSIDERING IN-HOUSE
MAINTENANCE ACCORDING TO STEVE CARPENTER (ADM REGION SHOP MANAGER)

Maximum Points (30)

6. Cost - Reasonableness of the total price relative to the work being performed.

30

Comments: COST POINTS BASED ON BARD POLICY MANUAL

Overall Comments: _____

Submitted By (print):

ERNIE J. CROZ

Submitted By (signature):



Date:

11/22/22

Golf Course Maintenance Services for Barefoot Bay Executive Golf Course
RFP 2022-06 Ranking Sheet
(Opening of Bids)

Company Name: BRIGHTVIEW

Total Points:

93.2

Maximum Points (5)

1. Completeness of Proposal - Completeness of response in accordance with RFP instructions and requirements.

5

Comments: Job descriptions, plans, and all other materials
are clear and complete.

Maximum Points (15)

2. Experience - Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties and/or public agencies; strength and stability of the contractor.

10

Comments: High-end courses.

Maximum Points (20)

3. Qualifications of Key Personnel - Qualifications of staff, adequacy of labor commitment, training programs for staff.

20

Comments: A clear break down of manpower, commitment,
and training.

Maximum Points (20)

4. Machinery, Equipment, and Manpower - Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high-quality manner.

20

Comments: NEW EQUIPMENT

Maximum Points (10)

5. References - Assessment of contractor's work by client references and references with demonstrated success in providing similar services.

10

Comments:

Maximum Points (30)

6. Cost - Reasonableness of the total price relative to the work being performed.

28.2

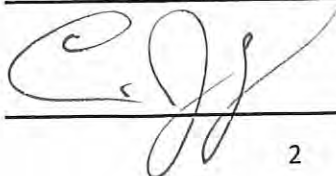
Comments: COST POINTS BASED ON BBRD POLICY MANUAL.

Overall Comments:

Submitted By (print):

ERNIE J. CRUZ

Submitted By (signature):



Date:

11/22/22

Golf Course Maintenance Services for Barefoot Bay Executive Golf Course
RFP 2022-06 Ranking Sheet
(Opening of Bids)

Company Name: INTERNATIONAL GOLF MAINTENANCE
(IGM)

Total Points:

88.8

Maximum Points (5)

1. Completeness of Proposal - Completeness of response in accordance with RFP instructions and requirements.

2

Comments: VERY HARD TO FIND INFORMATION WITHOUT
GOING BACK AND FORTH.

Maximum Points (15)

2. Experience - Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties and/or public agencies; strength and stability of the contractor.

15

Comments:

Maximum Points (20)

3. Qualifications of Key Personnel - Qualifications of staff, adequacy of labor commitment, training programs for staff.

15

Comments:

Maximum Points (20)

4. Machinery, Equipment, and Manpower - Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high-quality manner.

18

Comments:

Maximum Points (10)

5. References - Assessment of contractor's work by client references and references with demonstrated success in providing similar services.

10

Comments:

Maximum Points (30)

6. Cost - Reasonableness of the total price relative to the work being performed.

28.8

Comments: COST POINTS BASED ON BARD POLICY MANUAL.

Overall Comments:

Submitted By (print):

ERWIE J. CRUZ

Submitted By (signature):


2

Date:

11/22/22

Golf Course Maintenance Services for Barefoot Bay Executive Golf Course
RFP 2022-06 Ranking Sheet
(Opening of Bids)

Company Name:

ABM

Total Points:

74

Maximum Points (5)

1. Completeness of Proposal - Completeness of response in accordance with RFP instructions and requirements.

5

Comments:

Very well put together document

Maximum Points (15)

2. Experience - Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties and/or public agencies; strength and stability of the contractor.

12

Comments:

ABM is very familiar with BBPD Grounds due to over a decade of maintenance

Maximum Points (20)

3. Qualifications of Key Personnel - Qualifications of staff, adequacy of labor commitment, training programs for staff.

10

Comments:

Appears to have plenty of opportunity for advancement but does not appear to bring much to the table to start.

Maximum Points (20)

4. Machinery, Equipment, and Manpower - Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high-quality manner.

09

Comments: Equipment seems to be adequate for the jobs would have
liked to have seen a year referenced in the equipment list
or condition Assessment

Maximum Points (10)

5. References - Assessment of contractor's work by client references and references with demonstrated success in providing similar services.

08

Comments: Contractor submitted references with many years of
experience for 4 of 5

Maximum Points (30)

6. Cost - Reasonableness of the total price relative to the work being performed.

30

Comments: \$509,350.00, lowest price.

Overall Comments: have worked with various ABM staff before most encounters
Very positive, however, would like to see some consistency with staff, ABM
had a lot of changes in both staff and management over the years

Submitted By (print):

Matthew J Goetz

Submitted By (signature):



Date:

11-21-2022

Golf Course Maintenance Services for Barefoot Bay Executive Golf Course
RFP 2022-06 Ranking Sheet
(Opening of Bids)

Company Name: Brightview Golf Maintenance

Total Points:

97.2

Maximum Points (5)

1. Completeness of Proposal - Completeness of response in accordance with RFP instructions and requirements.

5

Comments: a ton of in depth information, very well put together

Maximum Points (15)

2. Experience - Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties and/or public agencies; strength and stability of the contractor.

15

Comments: Lots of experience, appears to really know what is needed to repair courses and make them sustainable affordably.

Maximum Points (20)

3. Qualifications of Key Personnel - Qualifications of staff, adequacy of labor commitment, training programs for staff.

19

Comments: Very well experienced Management and Superintendent Staff, Lots of education and certifications. Interesting programs to be involved in

Maximum Points (20)

4. **Machinery, Equipment, and Manpower** - Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high-quality manner.

20

Comments: Alot of information on Equipment and very specific on
Manpower.

Maximum Points (10)

5. **References** - Assessment of contractor's work by client references and references with demonstrated success in providing similar services.

10

Comments: Clients speak very highly of the vendor a few awards
tried to the work performed

Maximum Points (30)

6. **Cost** - Reasonableness of the total price relative to the work being performed.

28.2

Comments: \$538,988.⁰⁰, Priced a little on the higher side
but appears to offer alot for the money

Overall Comments: Very nice proposal, appears to be well worth
the money

Submitted By (print):

Matthew J. Goetz

Submitted By (signature):


2

Date:

11-22-2022

Golf Course Maintenance Services for Barefoot Bay Executive Golf Course
RFP 2022-06 Ranking Sheet
(Opening of Bids)

Company Name: International Golf Maintenance (IGM)

Total Points:

89.8

Maximum Points (5)

1. Completeness of Proposal - Completeness of response in accordance with RFP instructions and requirements.

5

Comments:

Complete proposal - lots to offer

Maximum Points (15)

2. Experience - Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties and/or public agencies; strength and stability of the contractor.

14

Comments:

Has worked with other local courses which should make them more aware of specific issues to this area

Maximum Points (20)

3. Qualifications of Key Personnel - Qualifications of staff, adequacy of labor commitment, training programs for staff.

17

Comments:

Wants to try to retain current staff as much as possible, appears to have excellent training programs.

Maximum Points (20)

4. Machinery, Equipment, and Manpower - Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high-quality manner.

15

Comments: would have liked to have had year, make, model for the equipment or a condition assessment of the equipment we would have

Maximum Points (10)

5. References - Assessment of contractor's work by client references and references with demonstrated success in providing similar services.

10

Comments: Has good references from out of state...

Maximum Points (30)

6. Cost - Reasonableness of the total price relative to the work being performed.

28.8

Comments: \$529,907.00

Overall Comments: Seems reasonable overall.

Submitted By (print): Matthew J. Goetz

Submitted By (signature): 

Date: 11-21-2022

Golf Course Maintenance Services for Barefoot Bay Executive Golf Course
RFP 2022-06 Ranking Sheet
(Opening of Bids)

Company Name:

ABM

Total Points:

37

Maximum Points (5)

1. Completeness of Proposal - Completeness of response in accordance with RFP instructions and requirements.

4

Comments:

No references

Maximum Points (15)

2. Experience - Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties and/or public agencies; strength and stability of the contractor.

5

Comments:

Company focuses on janitorial, service, + commercial maintenance. Golf course landscaping does not appear prominent

Maximum Points (20)

3. Qualifications of Key Personnel - Qualifications of staff, adequacy of labor commitment, training programs for staff.

8

Comments:

Rated this low because of our experience. Their inability to maintain a Superintendent, using untrained labor. Lack of visible training + experience.

ABN

Maximum Points (20)

4. **Machinery, Equipment, and Manpower** - Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high-quality manner.

15

Comments:

Good equipment inventory, but lack of proper maintenance has been seen over the years here

Maximum Points (10)

5. **References** - Assessment of contractor's work by client references and references with demonstrated success in providing similar services.

0

Comments:

No References

Maximum Points (30)

6. **Cost** - Reasonableness of the total price relative to the work being performed.

5

Comments:

Because of their performance over the last 7 years, they are overpriced for what they deliver.

Overall Comments:

This would be a poor choice due to their track record. I do not think I would have hired them in the first place. They are more like a staffing company than trained turf specialists

Submitted By (print):

Donald Oldakowski

Submitted By (signature):

Donald L. Oldakowski

Date:

11/22/2022

Golf Course Maintenance Services for Barefoot Bay Executive Golf Course
RFP 2022-06 Ranking Sheet
(Opening of Bids)

Company Name: BrightView

Total Points:

98

Maximum Points (5)

1. Completeness of Proposal - Completeness of response in accordance with RFP instructions and requirements.

5

Comments:

Maximum Points (15)

2. Experience - Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties and/or public agencies; strength and stability of the contractor.

15

Comments:

They oversee 24 golf courses in Florida plus a large portfolio across the US. Definitely most experienced.

Maximum Points (20)

3. Qualifications of Key Personnel - Qualifications of staff, adequacy of labor commitment, training programs for staff.

20

Comments:

They offer a Class A Superintendent and an offsite team including Agronomist with a PhD + architect. An additional certified golf course superintendent + top notch continuous training for all personnel.

4. Machinery, Equipment, and Manpower - Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high-quality manner.

18

Comments:

I would like to see a better list of our on-site equipment what we will actually get

5. References - Assessment of contractor's work by client references and references with demonstrated success in providing similar services.

16

Comments:

Many excellent references from golf courses + awards + recognition by such people as Golf Digest-

6. Cost - Reasonableness of the total price relative to the work being performed.

30

Comments:

Excellent for what they offer including 7 day coverage, good to hold price for 3 years

Overall Comments:

Their Recovery program is very aggressive, Their personnel is top shelf. I feel we make a mistake in not hiring them.

Submitted By (print):

Donald Oldakowski

Submitted By (signature):

Donald L Oldakowski

Date:

11/22/2022

Golf Course Maintenance Services for Barefoot Bay Executive Golf Course
RFP 2022-06 Ranking Sheet
(Opening of Bids)

Company Name:

IOM

Total Points:

93

Maximum Points (5)

1. Completeness of Proposal - Completeness of response in accordance with RFP instructions and requirements.

5

Comments:

Maximum Points (15)

2. Experience - Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties and/or public agencies; strength and stability of the contractor.

15

Comments: They are not the biggest but do a great job locally at Sebastian + Sand ridge. Headquarters are in Lakeland, FL. Their team is mostly experienced with a Superintendent and Agronomist on staff.

Maximum Points (20)

3. Qualifications of Key Personnel - Qualifications of staff, adequacy of labor commitment, training programs for staff.

15

Comments:

All Key Personnel are experienced in this field. They have training programs for employees.

IGM

Maximum Points (20)

4. Machinery, Equipment, and Manpower - Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high-quality manner.

18

Comments:

Excellent equipment list but needs a verticutter

Maximum Points (10)

5. References - Assessment of contractor's work by client references and references with demonstrated success in providing similar services.

10

Comments:

Excellent local references

Maximum Points (30)

6. Cost - Reasonableness of the total price relative to the work being performed.

30

Comments:

Fair for what they offer.

Overall Comments:

This is a good company. But we are in such a mess, their fertilizer + chemical program is not as aggressive as BrightView's recovery program.

Submitted By (print):

Donald Oldakowski

Submitted By (signature):

Donald L Oldakowski

Date:

11/22/2022

Board of Trustees

Meeting Agenda Memo

Date: Thursday, December 8, 2022

Title: **Golf Course Pump House Foundation Erosion Repair – Award of Contract**

Section & Item: 11.B

Department: Property Services

Fiscal Impact: \$16,225.00

Contact: Kent Cichon, Community Manager, Matt Goetz, Property Services Manager

Attachments: Certified Structure Foundation Quote, Foundation Professionals Quote, Foundation Repair Solutions Quote, Solid Foundations Quote

Reviewed by

General Counsel: N/A

Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Consider the four (4) quotes received to repair and mitigate future erosion to the golf course pump house foundation; award a contract; and authorize the Community Manager to sign the contract.

Background and Summary Information

During the June 27, 2017 BOT Regular meeting, the BOT awarded a contract for construction of a pump house building on the golf course in the amount of \$18,740.00 to Barefoot Services, Inc.

Subsequent to the completion of the aforementioned construction, it appears that rainwater from the gutter downspouts caused erosion under the concrete slab foundation of the building. BBRD staff has determined that if this situation is not addressed in a timely fashion, it may result in severe damage to the structure and possibly to the pump equipment and system, leaving the golf course without needed irrigation for an extended period of time.

In accordance with BBRD purchasing policies, for purchases of \$2,000.00 to \$24,999.99, informal quotes are required from at least two sources. These quotations should be submitted in writing and kept on file in the finance office and the requesting department. Award recommendations exceeding \$15,000.00 will be submitted by the Community Manager for approval by the Board of Trustees, unless previously exempted or approved.

Upon BBRD staff's solicitation of quotes, four (4) quotes were submitted to BBRD from the following firms to remedy the issue with the pump house:

- Certified Structure & Foundation, Inc. (\$17,860.00)
- Foundation Professionals of Florida, Inc. (\$16,225.00)
- Foundation Repair Solutions, LLC (\$11,500.00)
- Solid Foundations (\$7,700.00)

Upon BBRD staff's review of each of these quotes, staff has determined that Foundation Professionals offers the best warranty, with a limited lifetime warranty on the foundation piers and 5 years on the 2-part polyurethane grout. In addition, Foundation Professionals is the only firm to provide a quality warranty with long lasting materials, rather than simply filling under the facility with grout. The hydraulic push pier system offered should ultimately repair the settled areas and keep them reinforced for years to come, coupled with the 2-part rigid foam system to fill all the voids. As a note, Foundation Professionals was the vendor that completed the work on the seawall around Pool #1 with a highly responsive team that worked very well with our residents and guests.

This construction project was not budgeted within the FY23 Adopted Budget, therefore a Budget Amendment, utilizing Contingency, will be required to be placed on a future BOT Regular meeting agenda for BOT approval.

Staff recommends the BOT award a contract to repair the golf course pump house foundation and mitigate future erosion to the foundation in the amount of \$16,225.00 to Foundation Professionals of Florida, Inc. and authorize the Community Manager to sign the contract.

CERTIFIED STRUCTURE & FOUNDATION, Inc.

A DIVISION OF **DAVID L. BRYANT, G.C.**

STRUCTURAL ENGINEER • STATE LIC. PE 038154
GENERAL CONTRACTOR • STATE LIC. CGC 25869

4280 DOW ROAD #108, MELBOURNE, FL 32934
(800) 543-8968 (321) 242-1003 (FAX) 821-0260

November 2, 2022

22-SF1176bar

Barefoot Bay Country Club
ATTN: Matt Goetz
895 Falcon Drive
Sebastian, FL 32976

Re: Pumphouse Slab Settlement Repairs at
1176 Barefoot Circle
Sebastian, FL 32976

Dear Mr. Goetz,

After inspection of the above referenced pumphouse building, we feel the slab is experiencing abnormal settlement due to severe soil erosion. Unfortunately, it is our experience that slabs on in these soil conditions, left un-repaired could experience further settlement and additional damage to the pumphouse structure.

After consulting with David L. Bryant, our president and structural engineer, we believe the best method to repair this settlement problem is to underpin the pumphouse slab using helical piles.

To support and lift the areas of the rear porch slab outlined above, we will install ten (10) helical piles along three of the exposed edges of the slab and the interior of the pumphouse. The ultimate location and depth of helical pile locations will be determined in the field by our field supervisor.

We propose to furnish all labor, equipment and materials to perform the procedures as outlined above for the **fixed price sum of \$17,860.00 (seventeen thousand eight hundred sixty dollars)**. No payment is expected until the work has been completed. These procedures include a five (5) year warranty against future settlement in excess of 1/2 inch. All procedures will be performed by personnel from this office in a professional manner and will conform to accepted industry standards.

If the above meets with your approval and you would like the work performed, please sign one copy of this proposal and return it to us so that we can schedule the work accordingly. Please call with questions.

Sincerely,

William Kinsel

William Kinsel
Vice President / Operations Manager

Accepted (signature)

Name (print or type)

Date & Phone



FOUNDATION REPAIR | SEAWALL BUILD AND REPAIR | SLAB LIFTING
A Certified DBE Company | Accredited CMEC Laboratories | Licensed Florida Water Well Contractor

Prepared for:

Matt Goetz
625 Barefoot Blvd
Sebastian, FL 32976
(772) 664-2063 | mattgoetz@bbrd.org



Evaluated on:

Wednesday, October 12, 2022

Evaluated By:

Emily Stillman

(561) 613-9563 | Estillman@foundationprosfl.com

Foundation Professionals of Florida
P.O. Box 1625
Lake City, FL 32056
Office (386) 755-3002
www.foundationprosfl.com

Scope of Work

Thank you for contacting Foundation Professionals, Inc. regarding your property. Below, we have included a detailed repair plan for your review.

Foundation

Overview

On October 11, 2022, Emily Stillman, a Geotechnical Solutions Consultant with Foundation Professionals of Florida, Inc. (FPI), provided an onsite inspection to evaluate the customers concern regarding their foundation.

Project: The structure consists of a 22'x21' metal building affixed to a 10" concrete slab. There is a 6" thick concrete slab that runs from the back of the structure to a retention pond. Pumps are embedded in the concrete.

Problem: The gutter downspouts have caused the soils under the concrete slab foundation of the building and rear slab extension to wash out significantly. This has caused the end of the building adjacent to the pond to settle.

1) FPI will install ECP Model 250 Concentric Bracket Push Piers as indicated on the included drawing. The piers will be hydraulically advanced to load bearing strata below the foundation. The bracket and pile system will transfer the load of the structure to the piles stabilizing the structure and preventing further settlement.

2) FPI will inject at an angle from the outside edge of the two slabs ECP/NCFI P2-011. In areas that cannot be reached from the outside edge, FPI may be required to drill 1/2" injection holes which will be patched with concrete upon completion. The goal is to fill the voids under the concrete slabs adding structural stability to both slabs. Due to the pumps being embedded in the concrete, lift will not be attempted. (injection areas are highlighted in pink on the drawing).

3) FPI will install downspout adapters to the (4) existing gutter downspouts to connect the downspouts to 4" solid pvc exit drains FPI will install on either side of the structure. The exit drains will empty the water into the retention pond on either side of the concrete retention wall. This will prevent future washout from under each of the two slabs and behind the concrete retention wall.

Concrete Slab Foundation Repair

Product	Quantity
General Permitting & Engineering	1
ECP Model 250 Concentric Bracket Push Pier <i>Hydraulically push ECP steel resistance pier(s) through the soil to refusal. Galvanized bracket attached to the footer. We will Stabilize and/or lift to the best structurally suitable elevation.</i>	4
ECP/NCFI P2-011 - 4.8LB/FT3 (lbs) <i>P2-011 is a two-component, HFC 245fa blown, all PMDI-based, pour-in -place urethane foam system designed for concrete jacking and cavity filling in wet environments. P2-011 has low component viscosities making the system suitable for mechanical mix machines, high pressure (over 600 psi) impingement mixing machines or hand mixing.</i>	500
4" Solid PVC Pipe	78
Downspout Adapter (EA)	4

Notes

* Due to the constant fluctuation in material costs, this proposal is valid for 30 days. If your proposal has expired, we are happy to provide a new proposal.

*The goal is stabilization and preventing any future settlement. We cannot attempt lift due to the pipes being embedded in the concrete slab.

* The amount of polyurethane grout quoted is an estimation based on approximate square footage of voids. If additional polyurethane grout is required to achieve the desired result, FPI will propose additional poly in a change order at \$13/Lb.

Costs

Section: Foundation

Description	Quantity	Cost
General Permitting & Engineering	1.00	\$1,500.00
ECP Model 250 Concentric Bracket Push Pier ¹	4.00	\$5,200.00
ECP/NCFI P2-011 - 4.8LB/FT3 (lbs) ²	500.00	\$6,500.00
4" Solid PVC Pipe	78.00	\$2,925.00
Downspout Adapter (EA)	4.00	\$100.00
Total Cost:		\$16,225.00

¹ Unless explicitly stated, pier depths exceeding 21' will be charged at a rate of \$24 per foot. Pier depths are calculated cumulatively for the entire project.

² The price quoted for Polyurethane on this project includes up to the proposed amount. Additional Polyurethane will be charged at a rate of \$13.00 per pound.

Total: \$16,225.00

Payment Terms

Deposit	<i>Due at bid acceptance</i>	\$8,112.50
Balance	<i>Due after project completion</i>	\$8,112.50

Terms & Conditions

Contract

Foundation Professionals of Florida, Inc. (FPI) proposes and agrees to perform the scope of work at 625 Barefoot Blvd outlined in the evaluation attached. In executing our work at 625 Barefoot Blvd, FPI will use personnel experienced and qualified in the various phases of your project, which may include, but not limited to: Foundation Repair, Underpinning, Seawall Repair, Soil Modification, Sinkhole Remediation, Crawl Space Repair, Permeation Grouting, Compaction Grouting, Drainage, Damp Proofing, and Waterproofing. FPI will perform our services, in general, following industry standards and manufacturer's recommendations.

For projects relating to underpinning, our priority is to stabilize the structure from any future settlement. We will attempt to level the structure back to as close to the original condition as possible; however, we will not guarantee a specific elevation or amount of lift. Due to the nature of this type of work, there is a possibility that any cracks or stress points created by the settlement may become apparent during any lifting or stabilization procedure (usually minor). The owner understands in repairing current conditions, other conditions not previously visible may become present. Such reverberations are beyond FPI's control, and FPI assumes no liability. We will not be responsible for any cosmetic repairs or final flooring.

Clayey soils are highly subject to volume changes due to climate conditions such as drought and heavy rainfall. These conditions are beyond FPI's control. FPI is not responsible for these types of changes. Unforeseen circumstances can arise, which include, but are not limited to: sub-standard original or existing construction, compromised footer/foundations, hard rock, tree roots, buried trash, unstable soil collapses, unsuitable soil conditions, encountering previous foundation repairs performed by others or design changes thereof, etc. Such conditions may cause a delay in FPI's ability to deliver timely work; additional charges shall be evaluated and agreed upon by/with the client and FPI before continuing the project repair. FPI will provide a lifetime transferable warranty stating the warranty is limited to the areas supported by the steel pier(s) installed by FPI. The warranty applies to foundations with proper drainage.

For project work relating to seawall soil repair, FPI will attempt to alleviate soil erosion-associated issues within the areas described. Further seepage or erosion may develop after the initial injection due to unforeseen site conditions. Such conditions include but not limited to: the fluctuation of the groundwater level, physical properties of soil stratification and densification, weather events, etc. No mobilization charges are assessed for re-injection; however, any additional grout required will be billed at the initially contracted rate per gallon. FPI will warranty work for one (1) year provided the above stipulations are approved and understood.

Project work relating to crawlspaces, due to the nature of this type of repair, there is a possibility that any cracks or stress points created by settlement may become apparent during any lifting or stabilizing procedure (usually minor). We will not be responsible for any cosmetic repairs. We will attempt to level the structure back to the original condition as possible, however, due to the age and permanent set of the acclimated wood beams and floor structure members, it may be impossible to re-level the floors and supporting members to a perfectly horizontal plane and/or level condition. Compensation for any additional services you request and that is not covered under this proposal will be based upon the actual time spent and services performed.

FPI shall accept no liability for conditions that exist beyond our immediate control or knowledge, including, but not limited to, hidden or unknown conditions and Acts of God. FPI will not be responsible for damage to unseen and or unknown plumbing lines or unforeseen utilities. FPI will not be liable for inclement weather or storm-related damage. FPI reserves the right to charge (based on current unit prices) for additional items not included above, per the engineer's or customer's request. Any additional costs incurred for removal and/or replacement of HVAC, electrical, plumbing, gas, sewer, pool equipment, sprinkler system, other utilities, or other underground unknowns are not included in this proposal, unless specified, and will be an additional expense.

All monies due herein are due in the offices of FPI in Lake City, Columbia County, Florida. If disputes of any nature arising under this contract, we agree that the sole and exclusive venue for settling any such conflicts is the state courts of Columbia County, Florida. We expressly agree that jurisdiction and venue should be in the state courts of appropriate jurisdiction in Columbia County, Florida. We agree to waive any objections to the venue. We further agree that we expressly waive any right to trial by jury about any dispute of any nature arising hereunder and agree that the prevailing party in any dispute of any kind shall be entitled to recover its reasonable attorneys' fees costs.

We agree that this proposal, upon acceptance, becomes our binding contract. This document constitutes the entire

agreement between us, and there exist no other agreements, oral or written, between us that cover any matters covered by this proposal. You have not relied upon any oral representations related to the services above in accepting this proposal. Any additions, modifications, or amendments to this contract must be in writing. By signing this proposal and thereby entering into a contract with FPI, you hereby acknowledge that the work performed by FPI has an inherent risk to your property and perhaps person. While FPI shall make every reasonable effort to protect your property and all persons, the process utilized by FPI can occasionally result in structural damage and/or other damage to person and property. You agree to hold FPI harmless from any damages arising from its work. An exception to the hold harmless, if FPI (including employees and agents) are negligent, grossly negligent, or don't follow the standards of care of experts in our type of business.

Unless otherwise agreed upon, in writing, payment terms are 50/50 with the final payment due upon completion of the installation. All other engineering (not including standardized P&E line item) and testing services, including but not limited to GPS, ERI, CPT, SPT, et. al.) are due and payable, in full, before those services can be scheduled. If a permit is required, the closing of permits is not part of the installation process and often requires on-site inspection by local building department officials after the installation to close the permit. The final payment is due and payable once the job is complete, not when the permit is closed. FPI will take every measure required and within FPI's control to close the permit promptly. Payments not made on time are subject to interest and late fees.

Please remit payment to: Foundation Professionals of Florida, Inc., PO Box 1625, Lake City, FL 32056

By signing any forms or agreements provided to you by Foundation Professionals of Florida, you understand, agree and acknowledge that your electronic signature is the legally binding equivalent to your handwritten signature. You agree, by providing your electronic signature, that you will not repudiate, deny or challenge the validity of your electronic signature or of any electronic agreement that you electronically sign or their legally binding effect.

Signature: _____ Date: _____ Time: _____

Photos

Foundation

Scope of Work

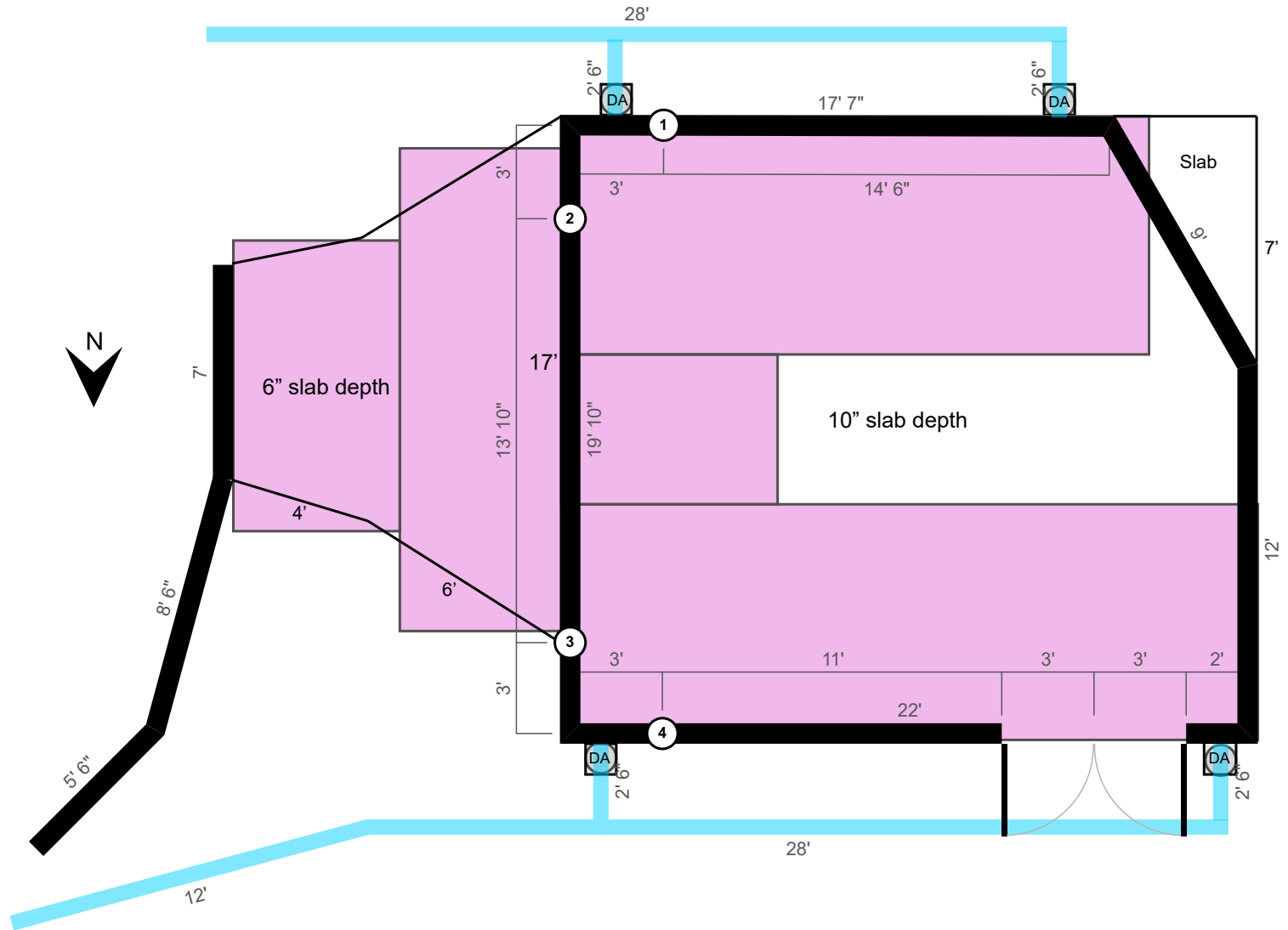






Legend

Foundation	
Exterior Pier	
Exterior Drain	
Door	



Barefoot Bay Pump House



Foundation Professionals of Florida
P.O. Box 1625
Lake City, FL 32056
www.foundationprosfl.com

Project Address
Matt Goetz
625 Barefoot Blvd
Sebastian, FL 32976

Created By
Emily Stillman
(561) 613-9563
10/14/2022



PUSH PIER SYSTEM



Earth Contact Products: Providing You
The Very Best Solution for Your Foundation Problems

Designed and Engineered to Perform

For over a decade, Earth Contact Products (ECP) has grown to the most trusted name for foundation steel products. As patent and trademark holders on over 18 items, we supply the very best products, service and support to our national network of contractors. We are dedicated to our contractors and the people that they serve, by providing the highest quality foundation products in the industry and standing behind them with a full manufacturer's warranty.

The Causes of your Home's Foundation Settlement

Evaporation: Hot and dry conditions may cause soil to pull away from the foundation. Settlement due to this foundation moisture imbalance could cause cracks to appear throughout the structure.

Transpiration: Tree roots could dehydrate the soil beneath a home causing soil shrinkage.

Plumbing Leaks: Water from leaky plumbing is often a major contributor to foundation problems including heaving.

Drainage: Improper drainage will lead to excess moisture build up, which could erode or consolidate soils. Excessive moisture may cause heaving of expansive soils.

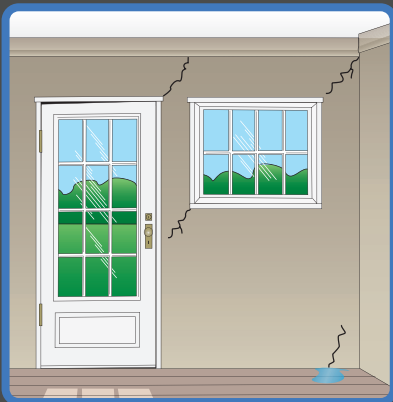
Site Preparation: Cut and fill situations, where soil is removed from part of the building site and stacked on another, needs proper soil stabilization before a structure is built; otherwise unexpected movements of the soil beneath the foundation may occur.



The Signs of Foundation Failure

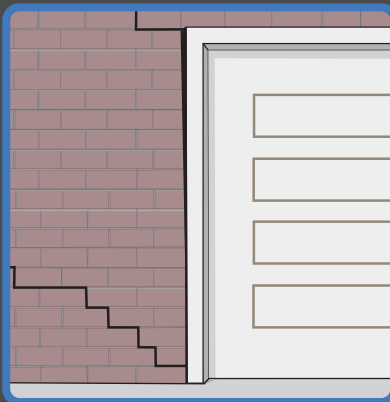
Your Home's Interior

- Cracks in drywall
- Doors and windows that stick
- Misaligned doors and windows
- Trim or molding misaligned
- Water leakage through cracks at base of walls



Your Home's Exterior

- Cracks in brickwork
- Gaps around doors and windows
- Fascia board pulled away
- Leaning or tilted chimneys

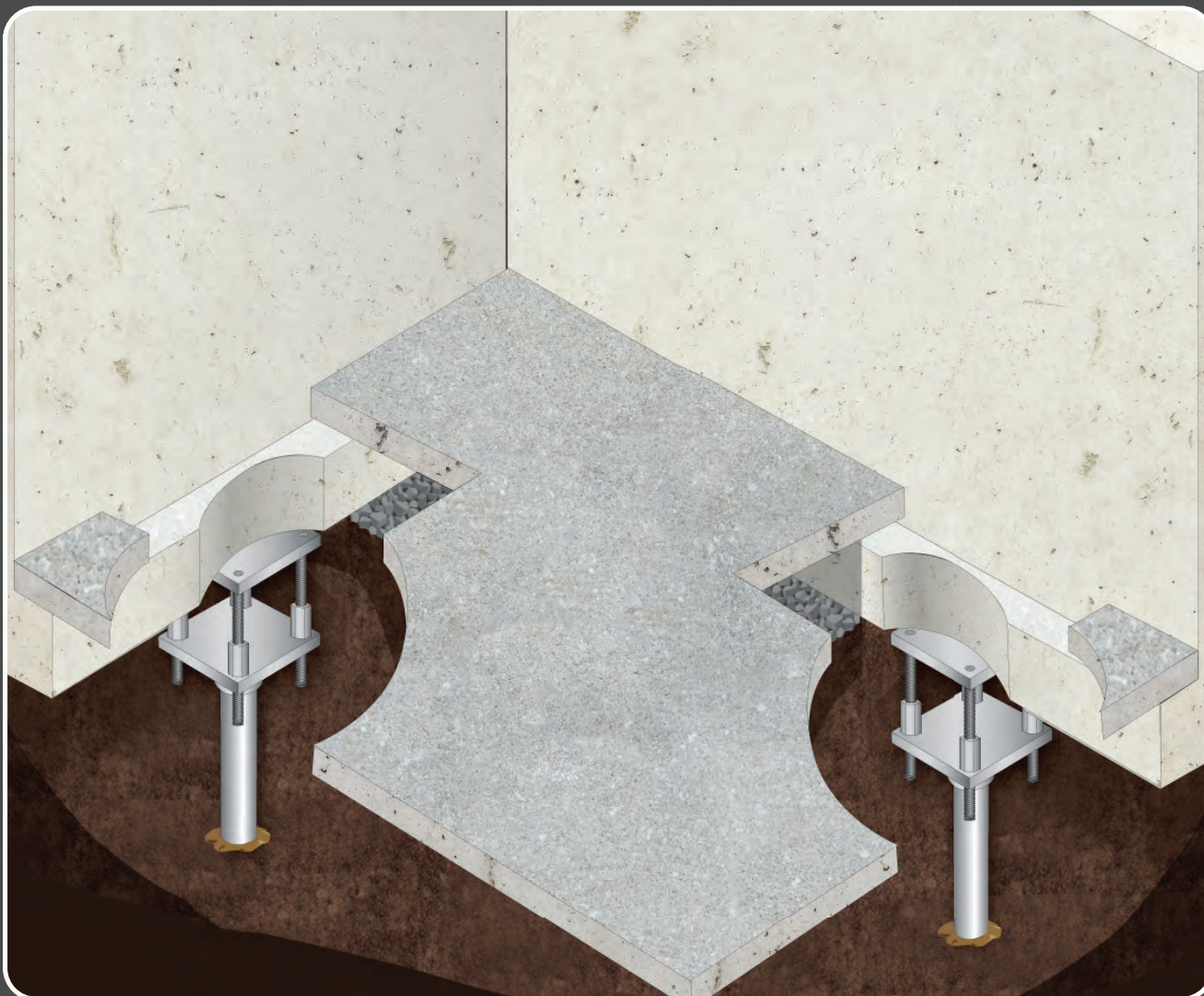


Your Basement

- Foundation seepage
- Cracks in walls
- Bowed walls
- Sinking foundation



The preferred **Solution** for your Home's Foundation Settlement



The ECP Steel Push Pier System is a permanent solution for your home's settling foundation. It provides you the very best option to repair your foundation back to level. Steel piers are hydraulically driven through our patented steel bracket to a load bearing stratum, as the entire structure works as the reaction.

- *100% Proof Tested*
- *Patented Design*
- *25 Year Warranty*
- *The Right Choice!*

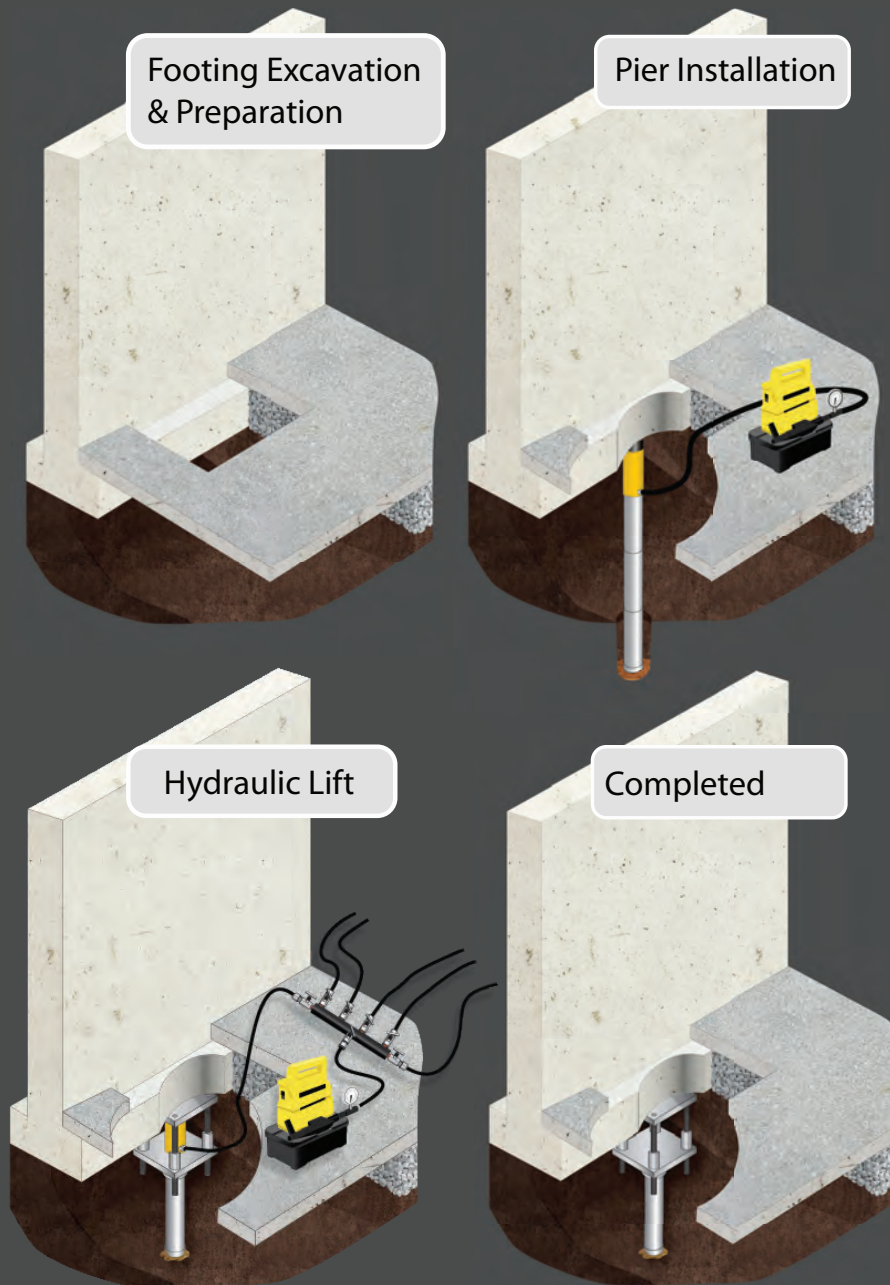
Product Evaluation Report

Push Pier Report Number : PER - 09040
2003 US Patent 6659692
Products Designed and Tested to ICC AC-308 Standards

Progressive Engineering Inc. is an accredited Testing laboratory and Third Party Quality Control Agency. The product evaluation report represents an individual product that PEI has a follow-up service agreement with.

*Progressive Engineering, Inc.
5860 State Road 15, Goshen, IN 46528
www.p-e-i.com*

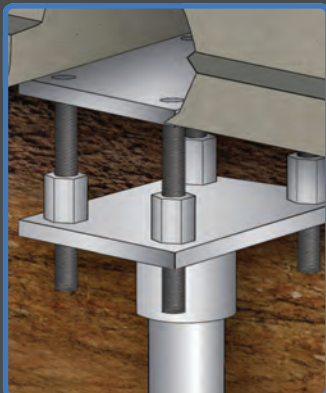
The preferred **Process** to fix your Home's Foundation Settlement



ECP Push Piers

- Installs to load bearing stratum
- Permanent solution that prevents further settlement
- Unlimited structure lifting capabilities
- Installs with portable equipment (no heavy equipment needed)
- Year-round installation
- Manifold Lift (allows for synchronized lift)
- 10,000 psi hydraulic capacities

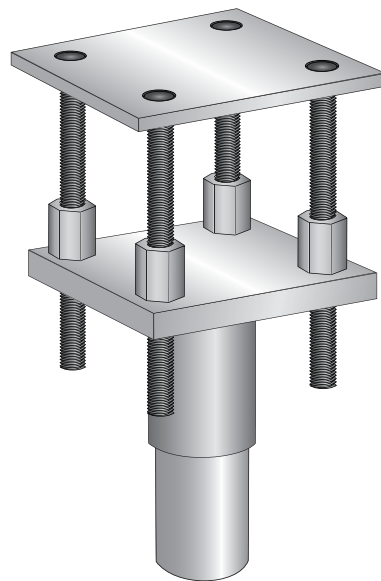
The Right Choice!



Authorized Installer of Earth Contact Products **ECP**

The ECP Concentric Pier

The Patented ECP PPB-250 concentric pier is the latest in steel resistance piling. The unique design and engineering allows you to use ECP push pier technology directly beneath the load or footing. The steel pier design penetrates the soil deeply beyond the active expansive clay soils to a true end bearing configuration. ECP, the leaders in steel pier technologies, has created the strongest and deepest driving concentric pier system on the market today!



Cpqj gt"Ej qlæg"lqt"Hqwpf cvkp"Tgr ck"Wpf gtr kppkpi #

No longer do you have to settle for weak, shallow driving under footing piers. The PPB-250 pier system drives deeper, lifts larger loads and is more stable than any other concentric pier on the market. The engineers at Earth Contact Products developed this pier to be placed directly under loads for crawl space applications, limited access areas and slab on grade homes.

The PPB-250 steel pier was designed to be the strongest foundation pier in the industry by combining galvanized steel pier material with a manifold lifting system. It is installed centrally beneath the footing rather than outside of the footing, thus transferring the structural load directly on top of the pier bracket. Our concentric pier system will achieve the greatest depth while installed in a position to provide the greatest support.

Designed to be the strongest foundation structural support in the industry

- Made of galvanized steel pier material
- Sturdy enough for commercial foundations
- Uses hydraulic manifold lifting system
- Installs with industry leading 10,000 psi system
- Designed by engineers for homeowners

Creates a deep foundation that exceeds your home's original structural strength!

**EARTH
CONTACT
PRODUCTS**

1-866-327-0007

15612 S Keeler Terr.

Olathe, Ks 66062

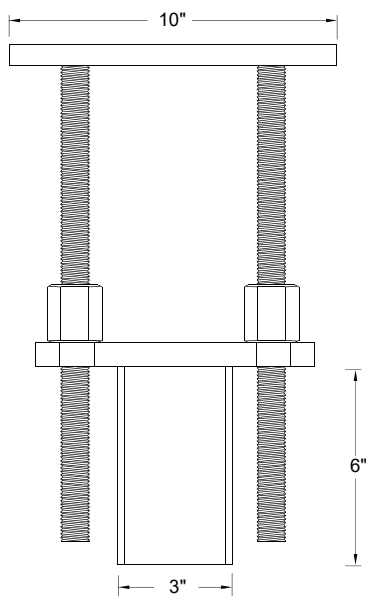
Phone: 913-393-0007

Fax: 913-393-0008

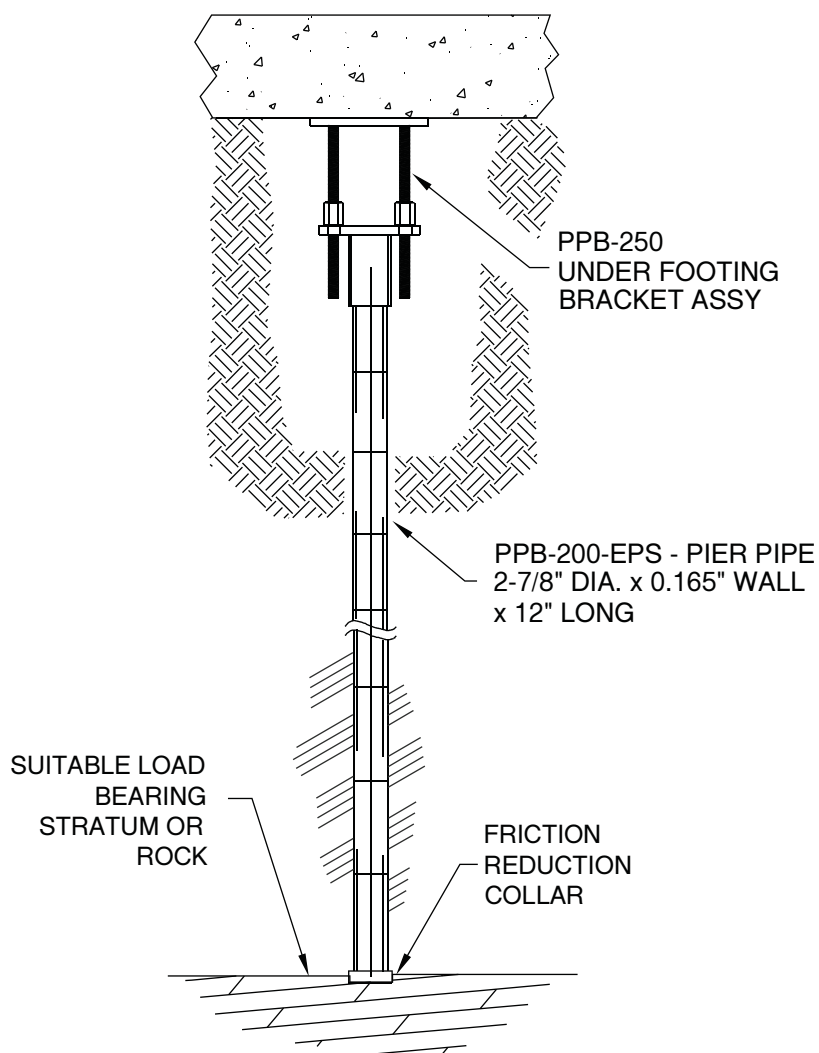
info@getecp.com

www.getecp.com

ECP Steel Pier™ - PPB-250 Utility Bracket Pier System



PPB-250
Utility Bracket Details



- Ultimate Capacity – 54,000 lb
- Fully Adjustable Unlimited Lift Capability
- Installs From Outside or Inside Structure
- Friction Reduction Collar On Lead Pier Section
- Installs With Portable Equipment
- Installed With Little or No Vibration
- Installs To Rock or Verified Load Bearing Stratum
- 100% of Piers Field Load Tested During Installation

**EARTH
CONTACT
PRODUCTS**

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Fax: 913-393-0008

info@getecp.com

www.getecp.com

★ WARRANTY ★

FOUNDATION STEEL PIERS

THIS LIMITED LIFETIME WARRANTY GUARANTEES FOUNDATION PRODUCTS

123 John Doe Court, Warranty City, FL 12345

Foundation Professionals of Florida, Inc., (FPI), provides a Limited Lifetime Warranty for adjustment, repair or replace on Earth Contact Products (ECP) steel pier(s) should it fail to perform as intended when the foundation in the immediate area of the installed pier settles or moves downward, at no additional cost to the customer from the date of installation through the warranty period. This transferable warranty is issued upon installation completion of the pier(s) and is limited to the address listed on this warranty. Exclusive remedy under this warranty is as follows, FPI will be responsible solely for materials and workmanship to repair the claim. FPI specifically abjures liability for additional damages or losses caused by, including but not limited to, areas not stabilized by installed piers exclusively installed by FPI, rising groundwater, movement caused by soil expansion and/or contraction, damage to structure due to additions or modifications, sinkhole, earthquakes, shifting earth, mudslides, tornados, fire, water damage, wood rot, structural damage, loss of value, loss of income, death or injury, or other acts of God. This warranty does not cover nor will FPI be responsible for the removal of the following: trees, grass or other landscaping, exterior concrete, asphalt, or stone, interior finished walls or any other elements that interfere or inhibit the warranty repair claim process. Any repair work applied under this section will be dictated by the terms and conditions of the agreed contract and will apply. This warranty supersedes any and all other warranties expressed or implied.



FOUNDATION REPAIR | SEAWALL BUILD AND REPAIR | SLAB LIFTING
A Certified DBE Company | Accredited CMEC Laboratories | Licensed Florida Water Well Contractor

3309 SW SR 247, Lake City, FL 32024
1.855.WE.GROUT



COMPANY OFFICER SIGNATURE

COMPLETION DATE



P2-011 Rigid Foam System

Technical Data Sheet

P2-011 is a two-component, HFC 245fa blown, all PMDI-based, pour-in -place urethane foam system designed for concrete jacking and cavity filling in wet environments. P2-011 has low component viscosities making the system suitable for mechanical mix machines, high pressure (over 600 psi) impingement mixing machines or hand mixing.

Typical Properties of Components

Component	P2-011	A2-000
Appearance	clear amber liquid	clear brown liquid
Brookfield Viscosity @ 20 rpm	550 cps at 72°F	200 cps at 72°F
Specific Gravity	1.08	1.24
Weight per Gallon, lbs	8.9	10.3
Storage Temperature	60°F - 90°F	60°F- 90°F

Mix Ratio

By weight.....100 parts poly : 116 parts iso
 By volume.....100 parts poly : 100 parts iso

Typical Properties of Machine-Mixed System at 120°F

Cream Time	7 seconds
Tack Free Time	14 seconds
Free Rise Core Density	4.5 pcf

Typical Processing Parameters*

Iso Temperature	110°F to 140°F
Poly Temperature	110°F to 140°F
Mixing Pressures	1000 psi static, 800 psi dynamic

* Using standard spray equipment with 1/1 by volume proportioning pumps capable of maintaining 800-1200 psi dynamic pressures. The Graco Reactor E20-series or better with a GX-7 gun is preferred equipment. P2-011 **B** is connected to the **resin/polyol** pump with the A2-000 being connected to the **isocyanate** pump.

Typical Physical Properties:

		Free Rise Hand Mix	Restrained Rise
Density, pcf	ASTM D 1622	4.8	6.5
Compressive Strength, psi	ASTM D 1621	110	120
Tensile Strength, psi	ASTM D 1623	130	140
Shear Strength, psi	ASTM C 273	70	85
Flexural Strength, psi	ASTM D-790	140	160
Closed Cell Content, %	NCFITM 300	> 94	> 94
Water Absorption, lbs./ft ²	ASTM D 2842	≤ 0.04	≤ 0.04
Resistance to Solvents		Excellent	
Resistance to Mold and Mildew		Excellent	
Maximum Service Temperature		200° F	

Storage and Handling

Store the poly from 50°F to 90°F. Avoid moisture contamination during storage, handling, and processing. For both components, pad containers and day tanks with either nitrogen or dry air (desiccant cartridge or air dryer @ -40°F dew point). For optimum shelf life, the recommended storage temperature for iso is 50°F to 90°F. **Do not expose iso to lower temperatures – freezing may occur.** Store components at 70° F to 90° F for several days prior to use to minimize components being too viscous at time to take to field. Shelf life is 6 months for factory sealed containers.

Original: 122817

★ WARRANTY ★

TWO-PART POLYURETHANE GROUT

THIS LIMITED 5-YEAR WARRANTY GUARANTEES TWO-PART POLYURETHANE GROUT PRODUCTS

123 John Doe Court, Warranty City, FL 12345

Foundation Professionals of Florida, Inc., (FPI), warrants all work areas treated with polyurethane for a period of five (5) years from the date work was completed and final payment made against settlement with the following exclusions: (1) Warranty will be voided if guttering in the area of poly injection is not kept clean and in good repair with downspouts properly routed away from the foam-injection area. (2) Warranty does not include shrinkage or expansion of soil caused by excessive dry or wet weather. NOTE: Normal shrinkage may be as much as one-half inch (½") in some areas. (3) Warranty does not apply to new construction under three (3) years old. (4) Proper drainage must be maintained and kept away from the foam-injected area(s). (5) Settlement or movement caused by an earthquake, sinkhole, fire, severe wind, flood, extreme change in the water table, other acts of God, or similar man-made conditions, including but not limited to explosions, improper drainage or abandonment of building. This warranty is transferable as approved in writing by FPI. The foregoing is our sole warranty. All other warranties expressed or implied, including any warranty of merchantability and warranty of fitness for purpose, are excluded. The owner's exclusive remedy shall be for the correction of any defect in workmanship, as set forth above. In no event shall the owner be entitled to consequential damages, regardless of whether the claim is based on warranty, contract, tort or otherwise.



FOUNDATION REPAIR | SEAWALL BUILD AND REPAIR | SLAB LIFTING
A Certified DBE Company | Accredited OMEC Laboratories | Licensed Florida Water Well Contractor

3309 SW SR 247, Lake City, FL 32024
1.855.WE.GROUT



COMPANY OFFICER SIGNATURE

COMPLETION DATE

Meet the Team



David Brown
Vice President



Kirk Davis
Production Manager



Emily Stillman
Geo-Technical Solutions Consultant



Jermaine Fleming
Office Manager

15,000+
Projects Completed

40
Years of Experience

10,000+
Happy Customers

Thank you for the opportunity to earn your business!



Foundation Professionals of Florida is a family-owned company based in Lake City, Florida. We serve residential, commercial, industrial, government and engineers in Florida, Southeastern US and the US Virgin Islands with premier full-service foundation repair, crawl space encapsulation, waterproofing, slab-lifting, sinkhole remediation, seawall repair, and grouting company.

Our parent company, Cal-Tech Testing, Inc., was established in 1980. Cal-Tech is a leader in providing geotechnical engineering and consulting services throughout the southeast and the US Virgin Islands. Our dedication to only using the highest quality materials through partnerships with other family-owned businesses and manufacturers is what makes us an honest, award-winning and top-performing company. As a leader in the geotechnical industry, soils engineering is a principal specialty of Foundation Professionals.

We have assisted with countless landmark construction projects including power plants, commercial, institutional and industrial structures; dams, levees and pipelines; tunnels, highways and bridges, and earth retaining structures such as reinforced earth walls, embankments, and excavation support systems.

In addition, our experience includes providing geotechnical services for low to high-rise building structures, municipal and international airports, interstate highways, and bridges. As a leader in the geotechnical industry, soil engineering is

a principal specialty of Foundation Professionals. It has been a key factor in our success for the past three decades. Our approach to solving below-ground related concerns, such as weak soils and ground subsidence or sinkholes, stems from our knowledge of the engineering properties and geology of each subject site. This knowledge facilitates remediating adverse soil, ground, and foundation issues as well as problematic subsurface conditions.

What Our Customers Say



"Foundation Professionals of Florida did a wonderful job on our deck! Their team is professional, kind, and understanding. They answered all of our questions and helped us find the best solution to our problem."

Steve S - June 11, 2020

"We are highly satisfied with the craftsmanship of this company. We needed our foundation repaired on an older home and they did a phenomenal job. They were professional and finished the job quickly. 10/10 would recommend."

Erica Lee, June 11, 2021



Foundation Repair Solutions

3105 Lett Ln., Malabar, FL 32950
Phone: (321) 614-5176 Fax: (321) 312-6320
FoundationRepairSolution.com
frs@foundationexpert.org



State Certified Building Contractor Lic. # CBC1262265
State Certified Building Contractor Lic. # CBC1256200
State Certified Pollutant Contractor Lic. # PCC1256846
State Certified Roofing Contractor Lic. # CCC1328191
Mold Remediator # MRS2
Mold Assessor # MRSA403



Proposal for Limited Foundation Repair / Void Filling (Exhibit A)

Date: November 3, 2022

Client/Site: Barefoot Bay Recreation District
1176 Barefoot Circle, Barefoot Bay, FL 32976
Attn: Matt Goetz, Property Service Manager
Cell: (772) 494-9985 / Office: (772) 664-2063 / mattgoetz@bbrd.org

Foundation Repair Solutions, LLC (FRS) conducted an initial inspection of the pump house foundation at the above referenced site. The pad has subsidence from lack of footers and wash out.

- FRS proposes to provide a hybrid repair of the voids under the pad consisting of filling the voids under the pad with a flowable fill to limit further subsidence and fill the voids.
- FRS proposes to stabilize the soils under the pad with Bentonite clay.
- FRS will repair the concrete footer around the perimeter of the pad.
- FRS will install down spot drains away from the building.
- FRS will investigate the drains under the building with a fiber camera to look for breaks.
- FRS will repair the site using industry standards and practices.
- FRS one-year warranty workmanship.

Total Estimated Cost: \$ 11,500.00

Terms: Deposit \$ 5,750.00
Balance Due Upon Completion

This proposal is valid upon acceptance by one of Foundation Repair Solutions members.

CONTRACT FOR SERVICES

Contract ("Contract") by and between Foundation Repair Solutions, a Florida Limited Liability Company ("FRS"), and Barefoot Bay Recreation District a(n) ("Client").

FRS agrees to furnish services to Client for Soil Stabilization Services, professional services as set forth in the Proposal attached hereto as Exhibit "A" (hereinafter "Services"), and Client agrees to pay FRS for said Services, subject to the terms and conditions set forth herein.

1. Site, Services, and Access. FRS shall provide the Services to the Client as set forth in Exhibit "A". Client shall provide FRS with reasonable access to complete the Services.

2. Payment. The Client agrees to pay to FRS the amount set forth on Exhibit "A", including the deposit of Five Thousand Seven Hundred Fifty Dollars (\$5,750.00) upon execution of this Contract and payments listed in Exhibit "A". The complete balance of payments is due upon completion of project.

3. Additional Services

- a. A signed work order required for all work changes.
- b. Payments due upon receipt of invoices and terms set forth in Exhibit "A".
- c. Proposal valid for fifteen (15) days from issue date.
- d. Contractor is not responsible for damage to on site underground utilities not identified and/or located by owner.

4. All contracts are binding only upon approval of owner or officer of FRS (herein referred Contractor).

5. This contract constitutes the entire agreement of the parties.

6. All payments shall be made to FRS address listed on the front of the contract.

7. FRS shall be responsible for its own employees only.

8. Client shall be liable for all Contractor's cost of collection, including court cost, attorney fees.

9. Client agrees to pay for any costs incurred by FRS for Contract cancellation.

10. Client agrees that material warranties are limited warranties issued by material manufacturers and are subject to terms and limitations from each respective manufacturer

11. Client agrees that FRS and Client liability under or with respect to this contract, as a result of any breach of this contract, negligence or otherwise, shall not, in any event, exceed the amount that is or was paid by the client to FRS pursuant to this contract. The limitation of liability also applies to attorney fees.

12. FRS will perform the services with reasonable skill and care. There are no other representations, warranties or guaranties, express or implied of any kind by FRS with respect to services and materials.

13. Waiver. FRS failure to insist upon the strict performance of any provision of this Contract shall not constitute a waiver of that or any other provision.

14. Force Majeure. Shall not be responsible for any delays or nonperformance in the event of : fire, flood, explosion, other catastrophes, acts of God, war, riot, civil disturbance, strike, lockout, refusal of employees to work, or labor disputes; shortage or inability to obtain raw materials, including energy requirements; failure of carriers to deliver either machinery, equipment or materials; any legislative, executive or judicial act of any political or judicial authority; Site conditions, other than as disclosed by the Client pursuant to the terms hereof; or any other reason beyond the control of FRS.

15. Date of Completion. FRS cannot guarantee precise dates of performance and shall not be responsible, nor liable, for losses, expenses or damages, including liquidated damages or penalties of any kind, as a result of delays in performance.

16. Severability. Should any part or provision of this Contract be declared invalid, unenforceable, illegal, the remaining portion(s) shall not be affected.

17. Damage to Site. The Client agrees and acknowledges that services may result in damage to site, FRS is not required to make repairs or restore site to its original condition.

18. Assignment. Client may not assign this Contract without written consent of FRS.

19. Limitation of Liability. Under no circumstances will any of FRS members, managers, employees, subcontractors, or advisors have any liability with respect to the Services to be performed hereunder; and the Client agrees that its sole recourse with respect to such matters will be against FRS and as otherwise limited by this Contract.

The Parties have hereunto set their hands as of the date appearing beneath their signatures.

FOUNDATION REPAIR SOLUTIONS

CLIENT:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Solid Foundations

1910 SW Main Blvd
Lake City, FL 32025
855-227-0300

www.solidfoundations.com



SF Representative: Paul Kolzow

Cell: 407-907-2227

Email: Paul@solidfoundations.com

CONTRACT DATE: October 25 2022

EMAIL: mattgoetz@bbrd.org

SUBMITTED TO: Barefoot Bay Rec. - Matt Goetz

Phone: 772-494-9985

ADDRESS: 1176 Barefoot Circle 32976



Push Pier Model 300: ●

Interior Pier: ●

Polyurethane 700: ■

Pond: ●

Low Profile Bracket: ●

Polyurethane 430: ■

Helical Pier: ●

Porch Bracket: ●

Windows/Doors: ■

Crawl Space Pier: ●

4x6 Wood Beam:

Pool: ■



1. Collection

A non-refundable down payment for 30% of the total estimated cost is due with the signed contract, and the total remaining sum for the work is due immediately upon completion. Final payment is to be paid by check to the supervisor on site, or by card to the office. Permits, or any issues relating to permitting will not hinder final payment! If final payment is not received upon completion of the project, a late fee of 5% of the remaining balance will be charged 5 days after completion of the project and an addition 5% every month after, until paid in full. Should Solid Foundations be required to bring suit in any court for payment due under this agreement, Solid Foundations shall be intitled to reasonable attorney's fees from owner.

2. Damage Exclusion

Solid Foundations shall perform work to the best of our ability. However cracks may develop in the process of the work, Solid Foundations is not responsible for any cracking including but not limited to concrete brick, sheet rock, rock veneer, tiles, ceramic, glass, plumbing, electrical systems, or other rigging materials during the course of the work. Solid Foundations shall not be liable for any such damages to the property including but not limited to termite treatment installation crawlspace encapsulation or vapor barriers.

3. Pre-existing Defects

The owners release Solid Foundations from all responsibility for damages caused by pre-existing defects. Defects may include, but are not limited to, plumbing lines, buried utilities, septic tanks, pipes and conduits, gas lines, pumps or wells, sprinkler systems, water proofing, insufficient steel or cable reinforcement, insufficient or weak concrete, and any rotten or defective wood.

4. Recovery Exclusion

Solid Foundations specifically excludes any representation of leveling, fixing, or closing cracks. The supervisor will try their best to return the foundation to normal, but will not lift the foundation beyond a practical limit, unless the owner request and waves all damages that may be caused during lifting. Closure of cracks is typical however, Lift may be hindered by cosmetic repairs or prior damages. **Lift is not guaranteed!**

5. Arbitration

Solid Foundations and the owner agree that any controversy or claim whether such a claim is a breach of contract, tort, violation of statues, or otherwise arising out of or relating to this agreement, any representations, or warranties, expressed or implied, or the goods or services of Solid Foundations, shall be settled by arbitration in Columbia county Florida in accordance with the construction industry arbitration rules of the American arbitration Association pursuant to the federal arbitration act in judgment upon the award rendered by the arbitrator may be confirmed, entered and enforced in any court having jurisdiction. The result of any such arbitration, whether or not excepted is binding.

6. Unforeseen Conditions

If concealed or unknown conditions, including, but not limited to, prior Foundation and repaire Work, in Dairy debris, concrete foundations deeper than 3 feet from ground surface, the removal of concrete thicker than 4 inches, excessive tree roots, surface, sub surface and or site environmental conditions which affect in whole or in part the performance of the work. Solid Foundations shall stop work and give a change order to the owner before conditions are further distributed.

7. Vegetation

Plants and grass that are affected by excavation or equipment may not survive. No warranty of any kind is extended to plant or grass survival. The owner may choose to hire a professional to remove and replace plants and grass in order to improve their chance of survival

8. Structual Movement

There is always potential for future movement of the foundation. Solid Foundations recommends waiting through at least one seasonal moisture cycle before making any cosmetic repairs

9. Deposit, Rescheduling, and Cancellation

If you wish to cancel or reschedule your project you must inform Solid Foundations, no less than 10 business days before the scheduled start date of the work. All deposits are non-refundable unless we are notified in writing within 24 hours after receiving the deposit. Solid Foundations reserves the right to bill for a mobilization fee if the agreement is canceled or rescheduled less than 10 business days before scheduled start date. The terms of this agreement are intended by the parties as final expression of their agreement with respect to such terms and as a complete and exclusive statement of all terms.

Paal Kolzow

Solid Foundations Representative

Date

Owners Signature

Date

PAYMENT AUTHORIZATION

I, _____ acknowledge that the deposit is to be paid prior to the work being scheduled, and the balance is to be paid in full on the day that work is complete. I authorize Solid Foundation Solutions to collect payments either by ☐ credit card or ☐ bank account draft.

CREDIT CARD INFORMATION

Type of Card: ☐ Visa ☐ MasterCard ☐ Discover ☐ Amex

Credit Card Number: _____

Expiration Date: _____

Name of Cardholder: _____

Credit Card Billing Address: _____

BANKING INFORMATION

Bank Name: _____

Bank Account Number: _____

Bank Routing & Transit Number: _____

Name on the Account (as it appears) _____

Bank Account Type: ☐ Checking ☐ Business Checking ☐ Savings

Customer Signature

Date



Board of Trustees

Meeting Agenda Memo

Date: Thursday, December 8, 2022
Title: **ARCC Appointments**
Section & Item: 11.C
Department: Administration, District Clerk
Fiscal Impact: N/A
Contact: Stephanie Brown, District Clerk, Kent Cichon, Community Manager
Attachments: 11.16.2022 Ed Constantino Reappointment Request, Paul Voit Reappointment Request
Reviewed by General Counsel: N/A
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Consideration of the reappointment of Ed Constantino and Paul Voit to the expired ARCC voting positions for a 3-year term.

Background and Summary Information

On October 31, 2019, the CVO appointed Mr. Voit to a voting member position on the ARCC for a 3-year term (ended October 31, 2022).

On January 14, 2022, the BOT appointed Mr. Constantino to finish out the unexpired term (ended October 30, 2022) of Mr. Brinker.

The recently adopted DOR states that all ARCC positions will now be appointed by the BOT. Both gentlemen informed staff that they would like to be reappointed.

Staff recommends the BOT consider reappointing Mr. Constantino and Mr. Voit to the expired voting positions for 3-year terms.

From: [Cindy Mihalick](#)
To: [Stephanie Brown](#)
Subject: FW: ARCC
Date: Wednesday, November 16, 2022 4:00:32 PM

Cindy Mihalick
Administrative Assistant to the District Clerk
Barefoot Bay Recreation District
625 Barefoot Blvd.
Barefoot Bay FL 32976
Phone: 772.664.3141 ext 209

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

-----Original Message-----

From: Ed C <emc6@hotmail.com>
Sent: Wednesday, November 16, 2022 3:59 PM
To: Cindy Mihalick <cindy.mihalick@bbrd.org>
Subject: ARCC

I would like to maintain the seat I have at the ARCC. My appointment will expire at the end of November, needs to be added as an agenda item for the next BOT meeting for reappointment if the board so chooses.

Thank you
Edward Constantino

Sent from my iPhone

From: [pevoit](#)
To: [Stephanie Brown](#)
Subject: RE: ARCC
Date: Tuesday, November 22, 2022 9:11:06 AM

Yes I would, thank you.
Paul Voit

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Stephanie Brown <sbrown@bbrd.org>
Date: 11/17/22 9:25 AM (GMT-05:00)
To: pevoit@yahoo.com
Subject: ARCC

Good morning Paul,

I am reaching out to confirm that you would like to be reappointed for another term to the ARCC (voting position).

Thank you,

Stephanie Brown

District Clerk

Barefoot Bay Recreation District

625 Barefoot Blvd.

Barefoot Bay, FL 32976

Phone: 772.664.3141 ext 210

Fax: 772.664.1928

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Board of Trustees

Meeting Agenda Memo

Date: Thursday, December 8, 2022

Title: **Amending the Budget: FY23 COLA & Wage Compression Allocation**

Section & Item: 11.D

Department: Administration, Finance

Fiscal Impact: \$0

Contact: Charles Henley, Finance Manager, Kent Cichon, Community Manager

Attachments: 221208 Resolution 2022-25 FY23 COLA Compression Allocation, COLA - Compression - Benefits Allocation Table

Reviewed by

General Counsel: Yes

Approved by: Kent Cichon, Community Manager



Requested Action by BOT

BOT consideration and approval of Resolution 2022-25

Background and Summary Information

On June 28, 2022, the BOT adopted resolution 2022-14, adopting the FY23 Budget which included \$194,396 for COLA and merit wage increases and wage compression resulting from the State-mandated Minimum Wage increase.

On August 11, 2022 the BOT adopted resolution 2022-17, adopting the FY23 pay plan and classification plan with a COLA and Merit Increase, a Wage Compression adjustment and employer liability to the BBRD 401a plan. At that same meeting, the BOT discussed the employer liability for the employee health Insurance.

The attached table illustrates the allocations from the Administration Department's budgeted expenditures to the Food & Beverage Department's, the Resident Relations Department's, the Golf Proshop Department's and the Property Services Department's budgeted expenditures.

Staff recommends the BOT approve Resolution 2022-25: Amending the Budget by allocating \$24,623 to the Food & Beverage Department's budgeted expenditures, \$37,805 to the Resident Relations Department's budgeted expenditures, \$24,762 to the Golf Proshop Department's budgeted expenditures and \$65,001 to the Property Services Department's budgeted expenditures from the Administration Department's budgeted expenditures.

RESOLUTION 2022-25

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2022-14; AMENDING THE BUDGET.

WHEREAS, the Barefoot Bay Recreation District Board of Trustees adopted Resolution 2022-14, an operating Budget for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023; and

WHEREAS, the Board of Trustees is desirous of amending the previously adopted Budget; and

WHEREAS, the Board of Trustees has ascertained that the following amendments are necessary to provide for the operation of the District for the Fiscal Year 2022/23:

An Amendment to transfer \$24,623 of the Administration Department's FY23 Budget to the Food & Beverage Department's FY23 Expenditure Budget.

An Amendment to transfer \$37,805 of the Administration Department's FY23 Budget to the Resident Relations Department's FY23 Expenditure Budget.

An Amendment to transfer \$24,762 of the Administration Department's FY23 Budget to the Golf Proshop Department's FY23 Expenditure Budget.

An Amendment to transfer \$65,001 of the Administration Department's FY23 Budget to the Property Services Department's FY23 Expenditure Budget.

An Amendment to reallocate \$31,684 of the Administration Department's FY23 Expenditure Budget.

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

Section 1. The amendment shall be made to the operating Budget for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023.

Section 2. The Community Manager and the Finance Manager are directed to adjust FY 2022/23 Adopted Budget.

Section 3. This resolution shall become effective immediately upon adoption.

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

Chairman, Bruce Amoss
Trustee, Jeff Grunow
Trustee, Hurrol Brinker
Trustee, Randy Loveland
Trustee, Michael Morrissey

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 8th day of December, 2022.

BAREFOOT BAY RECREATION DISTRICT

By: _____
Bruce Amoss,
CHAIRMAN

Hurrol Brinker,
SECRETARY

Department	Sub				COLA & Compression Wage Increase	Medical Increase	401 A Increase	PR Tax	Total
Administration	Finance	1300	06	FT Total	12,751	2,140	910	812	16,613
Administration	District Clerk	1300	07	FT Total	10,852	2,140	1,100	666	14,758
Administration	District Clerk	1300	07	PT Total	291	-	-	22	313
Administration Total					23,894	4,280	2,010	1,500	31,684
Food & Beverage	Lounge	7210	01	FT Total	2,468	1,430	-	79	3,977
Food & Beverage	Lounge	7210	01	PT Total	-	-	-	-	-
Food & Beverage	19th Hole	7210	02	FT Total	6,415	1,430	-	381	8,226
Food & Beverage	19th Hole	7210	02	PT Total	-	-	-	-	-
Food & Beverage	Special Events	7210	05	FT Total	2,882	-	-	220	3,102
Food & Beverage	Special Events	7210	05	PT Total	-	-	-	-	-
Food & Beverage	FB Admin	7210	08	FT Total	7,294	710	810	504	9,318
Food & Beverage Total					19,059	3,570	810	1,184	24,623
Resident Relations	Customer Service	7220	09	FT Total	11,559	730	1,220	828	14,337
Resident Relations	Customer Service	7220	09	PT Total	5,264	-	-	403	5,667
Resident Relations	DOR	7220	10	FT Total	13,391	2,150	1,400	860	17,801
Resident Relations	Community Watch	7220	16	PT Total	-	-	-	-	-
Resident Relations Total					30,214	2,880	2,620	2,091	37,805
Golf Proshop		7230	9999	FT Total	14,451	720	1,520	1,050	17,741
Golf Proshop		7230	9999	PT Total	6,522	-	-	499	7,021
Golf Proshop Total					20,973	720	1,520	1,549	24,762
Property Services	Buildings	7241	11	FT Total	19,628	5,490	1,220	1,082	27,420
Property Services	Buildings	7241	11	PT Total	1,567	-	-	120	1,687
Property Services	Grounds	7241	12	FT Total	7,276	720	-	502	8,498
Property Services	Grounds	7241	12	PT Total	2,270	-	-	174	2,444
Property Services	Custodian	7241	13	FT Total	7,216	1,430	350	443	9,439
Property Services	Custodian	7241	13	PT Total	-	-	-	-	-
Property Services	Pools	7241	14	FT Total	9,124	1,430	-	589	11,143
Property Services	Pools	7241	14	PT Total	-	-	-	-	-
Property Services	Recreation	7241	15	PT Total	4,059	-	-	311	4,370
Property Services Total					51,140	9,070	1,570	3,221	65,001
Grand Total					145,280	20,520	8,530	9,545	183,875

Board of Trustees Meeting Agenda Memo

Date: Thursday, December 8, 2022
Title: **Investment Policy**
Section & Item: 11.E
Department: Administration, Finance
Fiscal Impact: Undetermined
Contact: Charles Henley, Finance Manager, Kent Cichon, Community Manager
Attachments: BBRD -Investment-Policy-with-Subsections
Reviewed by General Counsel: Yes
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

BOT consideration and adoption of the BBRD Investment Policy.

Background and Summary Information

FLORIDA STATUTE - 218.415 establishes the right of the BBRD BOT to adopt (or not) an investment policy governing funds under the control of BBRD more than those required to meet current expenses (surplus funds). Such policies shall be structured to place the highest priority on the safety of principal and liquidity of funds. The optimization of investment returns shall be secondary to the requirements for safety and liquidity, and it lists allowable investments when no policy has been adopted.

On April 9, 2021, The BOT adopted an investment policy which consists solely of the allowable investments when no policy has been adopted as identified in FS 218.415 when interest rates were near 0%.

Money Market rates in the US have risen to more than 3% since the beginning of 2022.



BBRD needs more options to take advantage of the changing interest rate environment.

The proposed Investment Policy provides more options for the BOT to optimize investment returns while insuring the highest priority on the safety of principal and liquidity of funds.

Staff recommends the BOT adopt the BBRD Investment Policy as presented.

BBRD Investment Policy

Investment Policy

The Barefoot Bay Recreation District (BBRD) establishes its investment parameters in accordance with Florida Statutes, Section 218.415 and complies with all applicable state ordinances and covenants. The Community Manager and Finance Manager or their designee will consolidate, where practicable and allowable, cash balances and investments from all funds covered by this policy to minimize risk exposure and maintain liquidity while maximizing investment earnings.

BBRD funds are only moved between Financial Institutions by authorized resolutions adopted by the Board of Trustees.

BBRD Funds may be moved between accounts at an Institution by recommendation of the Finance Manager and the approval of the Community Manager with notification to the Board of Trustees upon execution.

This policy is applicable to all BBRD funds (those required to meet current expenses and those in excess of funds required to meet current expenses) except funds being disbursed through the Neighborhood Revitalization Program (NRP) which follows its' own policy and procedures for disbursement.

Investment Objectives

As required by Florida Statutes section 218.415, the investment objectives of BBRD for invested funds shall be to provide for safety of capital, liquidity of funds, and investment income. The optimization of investment returns shall be secondary to the requirements for safety and liquidity.

1. **Safety** - Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks the preservation of capital in the overall portfolio. The objective will be to limit credit risk and interest rate risk to a level commensurate with the risks associated with prudent investment practices and the performance benchmarks.
2. **Credit Risk** - BBRD will limit credit risk (the risk of loss due to the failure of the security issuer or backer) by diversifying the investment portfolio so that potential losses on individual securities will be minimized and by limiting investments to specified credit ratings.
3. **Liquidity** - The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Since all possible cash demands cannot be anticipated, the portfolio should consist of only securities as identified in the Authorized Investments Section of the policy.
4. **Yield** - The investment portfolio shall be designed with the objective of attaining a market rate of return throughout economic cycles, considering the investment risk, constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives. Investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:
 - A security with increasing credit risk may be sold early to minimize loss of principal.
 - A security swap that would improve the quality, yield, or target duration in the portfolio.
 - Liquidity needs of the portfolio require that the security be sold.
 - Adverse market or economic conditions.
5. **Transparency** - BBRD shall operate its portfolio in a transparent manner, making its periodic reports both available for public inspection and designed in a manner which communicates clearly and fully information about the portfolio, including market pricing, adjusted book value, and yields.

BBRD Investment Policy

Performance Measurement

As a benchmark for investment returns, BBRD's investment portfolio, net of fees, should strive to equal or exceed the returns provided by the State Treasurer's Special Purpose Investment Account Gross Effective Interest Rate (annualized) by month. However, achieving this benchmark is secondary to the requirements for safety and liquidity.

Prudence and Ethical Standards

1. Prudence - The Prudent Person Rule shall be applied in the context of managing the overall portfolio. "Investments should be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment." BBRD personnel, acting in accordance with this investment policy shall be relieved of personal responsibility for an individual security's market price changes, provided the sale of securities are carried out in accordance with the terms of this policy.
2. Ethics and Conflicts of Interest - The Community Manager, the Finance Manager and all BBRD authorized personnel shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. These investment officials shall disclose annually, in a written statement, any personal financial and or investment positions that could be related to the performance of the investment portfolio. They shall refrain from undertaking personal investment transactions with the same individuals and institutions with whom business is conducted on behalf of BBRD.
3. Delegation of Authority - Authority to manage the investment program is granted to the Community Manager. BBRD may seek professional advice and therefore may contract with a federally registered investment advisory firm that specializes in public funds fixed income management, to assist with investment decisions. The Board of Trustees will approve and, from time to time as they deem necessary, amend this investment policy. No person may engage in an investment transaction except as provided under the terms of this policy.

Broker Dealers, Safekeeping and Custody

1. Authorized Financial Dealers and Institutions – For assets not delegated to the fiduciary management of a professional third-party investment organization, BBRD shall list financial institutions consisting of banks and other depository institutions authorized to provide depository and investment services to BBRD as authorized by the Board of Trustees. In addition, a list will be maintained of security broker/dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule) that are providing services to BBRD or that BBRD contemplates using.
2. Delivery vs. Payment - Securities transactions between a broker-dealer and the safekeeping agent or custodian involving purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis to ensure that the custodian will have the security or money in hand at the conclusion of the transaction.
3. Safekeeping, Custody & Perfection of Interest - Securities shall be held with a third party; and all securities purchased by, and all collateral obtained by BBRD should be properly designated as an asset of BBRD. No withdrawal of securities, in whole or in part, shall be made from safekeeping or custody, except by an authorized staff member of BBRD.

BBRD Investment Policy

Authorized Investments

This investment policy is authorized by BBRD's Board of Trustees. Investments not listed are prohibited. The investment portfolio must be structured in such manner as to provide sufficient safety and liquidity to pay obligations as they come due. Investment maturities should anticipate cash flow requirements. At the time of purchase, all securities must have an average effective maturity no greater than 36 months from the date of settlement. The forward delivery period on such securities may not exceed 60 days.

Prior to conducting transactions as authorized by this policy the Community Manager shall determine the approximate maturity date based on cash-flow needs and market conditions, analyze and select one or more optimal types of investments, and competitively bid the security in question when feasible and appropriate. Except as otherwise required by law, the bid deemed to best meet the investment objectives shall be selected.

Should a security's credit rating drop below the standards listed below, BBRD's authorized personnel shall act as Prudent Persons in managing the risks associated with such security and shall timely notify the Board of Trustees.

Investments shall be limited to securities selected from the following types:

1. The United States Treasury and Agency Securities - Securities that are issued by the United States Treasury or those for which the full faith and credit of the United States government guarantees fully all principal and interest payments.

Credit Ratings

Ratings are not required for U.S. Treasury securities. Agencies not backed by the full faith and credit of the United States government, such as Government National Mortgage Association (GNMA), must have at least one AAA (or its equivalent) long-term credit rating from a Nationally Recognized Statistical Rating Organization (NRSRO).

2. Government Sponsored Enterprises (GSE) - Securities issued by the Federal Farm Credit Bank, the Federal Home Loan Mortgage Corporation, the Federal Home Loan Bank, the Federal National Mortgage Association, or the Federal Agricultural Mortgage Corporation. Any other GSE shall be considered as corporate debt for the purposes of this policy and shall be authorized under the criteria set forth in section 7, Corporations.

Credit Rating

Authorization of the listed GSE in section 7 is predicated upon these institutions maintaining at least one AAA (or its equivalent) long-term credit rating from a Nationally Recognized Statistical Ratings Organization (NRSRO).

3. The State Treasurer's Special Purpose Investments Account (SPIA) or any intergovernmental investment pool (LGIP) authorized pursuant to the Florida Interlocal Cooperation Act as provided in Section 163.01, Florida Statutes. Surplus funds will be invested in Local Government Investment Pools (LGIPs) to the extent of the Minimum Fund Balance. To avoid concentration of risk, no single LGIP shall contain more than 70% of the Funds held at LGIPs at the time of purchase. Any excess funds may be invested in fixed income investments.

Credit Rating

Local Government Investment Pools - At the time of purchase, the local government investment pool must carry an A+ (or its equivalent) rating from a NRSRO.

BBRD Investment Policy

4. Money Market Mutual Funds - Shares of any registered money market fund that is as an investment company under the federal "Investment Company Act of 1940", as amended, comply with Securities and Exchange Commission (SEC) rule 2a-7 and be fully redeemable on the next business day.

Credit Rating

Money market instruments must carry at least two short-term credit ratings and no short-term credit rating may fall below A1+ from Standard & Poor's, P1 from Moody's, or F1+ from Fitch

5. Interest-bearing time deposits or savings accounts in Qualified Public Depositories (QPD) as defined in Section 280.02, Florida Statutes.

Credit Rating

100% of Bank deposits for BBRD must be covered by the Federal Deposit Insurance Corporation.

6. Interest-bearing time deposits or savings accounts in Member Banks of the Federal Reserve System.

Credit Rating

100% of Bank deposits for BBRD must be covered by the Federal Deposit Insurance Corporation.

7. Interest-bearing time deposits or savings accounts in Federally Chartered Credit Unions.

Credit Rating

100% of Credit Union deposits for BBRD must be covered by the National Credit Union Share Insurance Fund (NCUSIF).

8. Corporations - United States dollar denominated debt instruments issued by a corporation or bank which is organized and operated within the United States.

Credit Ratings

At the time of purchase, all corporate instruments must carry at least one "investment grade" long-term credit ratings from a NRSRO.

9. Other investments authorized by law or by ordinance for a county or a municipality.
10. Other investments authorized by law or by resolution for a special district.
11. Mutual funds, unit investment trusts or professionally managed securities or other investment vehicles specifically authorized by the Board of Trustees.

Risk and Diversification

BBRD's portfolio shall be diversified to the extent practicable to control the risk of loss resulting from over concentration of assets in a specific maturity, issuer, instrument, dealer, or bank through which financial instruments are bought and sold. The diversification strategies laid out in this policy shall be reviewed and revised periodically by the Community Manager and any revisions require the approval of the Board of Trustees.

Investments that vary in length to maturity will be made to correlate with BBRD's cash flow projections. The correlation will be made conservatively. Cash flow information will be used as a basis for informed decisions regarding the allocation of cash balances into categories of investments with varying maturities. The investment vehicles used will be determined by The Community Manager in consultation with the Finance Manager.

BBRD Investment Policy

Multiple depository banks may be utilized to hold and invest short term cash In order to ensure liquidity and diversify risk to principal, in addition to the bank(s) currently under contract with BBRD to provide treasury services.

Qualified Public Depositories, Investment Institutions and Dealers

The Finance Manager will maintain the current approved list of qualified public depositories as defined in Section 280.02, Florida Statutes.

Third Party Custodial Agreements

Securities will be held with a third party; and all securities purchased by, and all collateral obtained by BBRD will be properly designated as an asset of BBRD. If a bank serves in the capacity of Investment Manager, said bank can also perform the required custodial and reporting services. No withdrawal of securities shall be made except by those designated within the Investment Management and Custodial Agreement between the Custodian and BBRD. Securities transactions between a broker- dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis to ensure that the custodian will have the security or money in hand at the conclusion of the transaction.

Master Repurchase Agreement

The Community Manager or the Finance Manager, if applicable, will maintain a master repurchase agreement and require all approved institutions and dealers transacting repurchase agreements to adhere to the requirements of the master repurchase agreement. The master repurchase agreement is a separate document.

Internal Controls

The Finance Manager shall establish written internal controls and operational procedures. The controls will be designed to prevent loss of public funds arising from fraud, employee error, imprudent actions by employees and misrepresentation by third parties. The internal controls will be reviewed by BBRD's Auditor and are subject to audit by the Auditor General of the State of Florida.

Continuing Education

The Community Manager, the Finance Manager, or designee will annually (during each calendar year) complete eight hours of continuing education in subjects or courses of study related to investment practices and products.

Reporting

1. Methods - The Community Manager, or designee, shall or shall have prepared and provide to the Board of Trustees an investment report at least annually, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last year. The management summary will be prepared in a manner that will allow BBRD to ascertain whether investment activities during the reporting period have conformed to the investment policy. This investment report shall include securities in the portfolio by class or type, book value, income earned, and market value as of the report date. Such reports shall be available to the public.
2. Compliance – If any investment held does not meet the guidelines of this policy, it shall be temporarily exempted from the requirements of the policy until appropriate disposition of the security is agreed upon with BBRD's investment advisory firm.

BBRD Investment Policy

Annual Policy Review

This policy shall be reviewed on an annual basis. Any changes or amendments to the manual, operating funds supplement or operating pool sub-sections must be approved by the Board of Trustees.

BBRD Investment Policy

Glossary

Benchmark. A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

Bid. The price offered by a buyer of securities.

Collateral. Securities, evidence of deposit, or other property that a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Delivery vs. Payment. Delivery versus payment is delivery of securities to a third party with an exchange of money for the securities. The transaction is not complete until both parties provide their commitments.

Diversification. Dividing investment funds among a variety of securities offering independent returns.

Federal Deposit Insurance Corporation (FDIC). A federal agency that insures bank deposits, currently up to \$250,000 per deposit.

Federal Farm Credit Bank (FFCB). The Federal Farm Credit Banks Funding Corporation issues debt securities as fiscal agent for the Farm Credit System, which is a nationwide network of borrower- owned lending institutions and service organizations specializing in agricultural and rural America.

Federal Home Loan Bank (FHLB). Government sponsored wholesale banks that lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies.

Federal Home Loan Mortgage Corporation (FHLMC). FHLMC, commonly referred to as Freddie Mac, is a government sponsored enterprise that provides liquidity to the mortgage markets, much like FNMA and FHLB.

Federal National Mortgage Association (FNMA). FNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD).

LIBOR. London Interbank Offer Rate.

Liquidity. A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value.

Market Value. The price at which a security is trading and could presumably be purchased or sold.

Master Repurchase Agreement. A written contract covering all future transactions between the parties to repurchase agreements that establishes each party's rights in the transactions.

Maturity. The date upon which the principal or stated value of an investment becomes due and payable.

Portfolio. Collection of securities held by an investor.

Prudent Person Standard. An investment standard in which investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Qualified Public Depository. Any bank, savings bank, or savings association that is organized under the laws of the United States or the State of Florida; has its principal place of business or a branch office to receive deposits in Florida; has deposit insurance under the provisions of the Federal Deposit Insurance Act; meets the requirements of Chapter 280, Florida Statutes (Florida Security for Public Deposits Act); and has been designated by the Finance Manager of the State of Florida as a qualified public depository.

BBRD Investment Policy

Repurchase agreement (REPO). A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.

Safekeeping. A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

Spread. (1) The yield or price difference between the bid and offer on an issue. (2) The yield or price difference between different issues.

State Board of Administration's Local Government Investment Pool (SBA). The aggregate of all funds from political subdivisions that are placed in the custody of the State Board of Administration for investment and reinvestment.

State Treasury Special Purpose Investment Account (SPIA). The aggregate of all funds from governmental entities that are placed in the custody of the State Treasury for investment and reinvestment.

Treasury Bills. A non-interest-bearing discount security issued by the U.S. Treasury to finance the national debt.

Yield. The rate of annual return on an investment, expressed as a percentage.

- (1) Income yield is obtained by dividing the current dollar income by the current market price for the security.
- (2) Net yield or yield to maturity is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Board of Trustees

Date:

Title:

Section & Item:

Department:

Fiscal Impact:

Contact:

Attachments:

Reviewed by General Counsel:

Approved by:

Meeting Agenda Memo

Thursday, December 8, 2022

Administrative Coordinator Job Description

11.F

Resident Relations, DOR

N/A

Richard Armington, Resident Relations Manager

Administrative Coordinator Job Description

N/A

Kent Cichon, Community Manager



Requested Action by BOT

Approval of the Administrative Coordinator Job Description to reflect the position on the pay grade scale.

Background and Summary Information

To create a position that better defines tasks that can be used in all departments with added duties and responsibilities above an Administrative Assistant.

Staff recommends the BOT approve the Administrative Coordinator Job Description to reflect the position on the pay grade scale.

Barefoot Bay Recreation District Job Description

Job Title: Administrative Coordinator
Department: Office of the District Clerk
Reports To: District Clerk Manager
FLSA Status: Non-Exempt
Grade Level: 7

General Purpose:

Support the District Clerk with daily operational functions and assist the Community Manager as needed.

Essential duties and responsibilities:

- Serves as District Clerk for Board of Trustees meetings in the absence of the District Clerk.
- Preparation of minutes for Board of Trustees meetings, workshops and committees as needed or in absence of the District Clerk.
- Serves as District Clerk for RFP committee meetings.
- Prepares correspondence and other documents necessary to support the organization
- Composes, types, proofs, and generates reports and forms; sorts and distributes mail; order supplies and distributes meeting materials.
- Provides customer service effectively and efficiently through use of techniques focusing proactive service adding value to each call. Resolves questions or concerns using active listening and other techniques.
- Coordinates special projects, inventory, or items internal to the organization.
- Conducts research by gathering data from various sources and preparing various reports and complications; resolving discrepancies in records and reports and following up as necessary for completion of special projects and work assignments related to organization needs.
- Acts as a liaison on behalf of the customer with other departments to resolve concerns and problems to the best of their ability.
- Publish meeting notices and agendas
- Write and distribute letters, and forms
- Daily bank deposits and mail drops
- Ensure operation of office equipment
- Order office supplies and obtain quotes to support office operations as needed
- Maintain contact lists and Board/Committee rosters
- Assist with records maintenance, recording and filing with the County
- Assist with approved destruction of documents
- Maintenance of community bulletin boards
- Assist with preparation of annual department budgets
- Assist with maintenance of the Barefoot Bay Recreation District website
- Risk management assignments as required
- IT inventory management assignments
- Knowledge of current office procedures and practices in planning and organizing
- Assists with other departments as needed
- Handle a wide scope of clerical procedures and other duties as assigned

Desired minimum qualifications:

_____ Supervisor Initials

Page 1 of 4

_____ Employee Initials

Education and Experience

- 3-5 years of administrative coordinator experience desired
- High School Graduate or equivalent
- Valid Florida Driver's license
- Ability to attend night meetings and work extended hours as needed or required
- Knowledge of record indexing, storage, retrieval, and archiving applications
- Proficient in Microsoft Word, Excel, and Outlook
- Attention to detail and accuracy
- Ability to handle sensitive and/or confidential information with discretion and good judgment
- Excellent verbal, written and listening communication skills
- Motivation to achieve goals and meet deadlines
- Ability to work independently and follow through on assignments with minimal direction
- Ability to provide consistently high levels of customer service

Physical demands:

Special Requirements

Requirements described as follows here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Requirements: Must be physically able to operate a variety of automated office machines which includes computers, calculators, printers, copiers, etc. Must be able to exert up to ten pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects. Sedentary work involves sitting most of the time but will involve walking or standing for periods of time and traveling by vehicle between buildings and throughout BBRD. Must be able to lift and/or carry weights of twenty to fifty pounds.

Data Conception: Requires the ability to compare and/or judge the readily observable, functional, structural, or composite characteristics (whether or divergent from obvious standards) of data, people, or things.

Interpersonal Communication: Requires the ability of speaking and/or signaling people to convey or exchange information. Includes giving assignments and/or directions to subordinates. Includes professional and courteous dialogues with BBRD Trustees, department heads, other BBRD staff and vendors. Includes receiving instructions from the Community Manager.

Language Ability: Requires the ability to read a variety of informational documents, budget summaries, budget work sheets, minutes, and related departmental records and reports. Must be able to speak before groups of people with poise, voice control and confidence.

Intelligence: Requires the ability to apply principles of logical or scientific thinking to define problems, collect data, establish facts, and draw valid conclusions; to interpret an extensive variety of technical instructions in mathematical or diagrammatic form; to deal with several abstract and concrete variables.

Verbal Aptitude: Requires the ability to record and deliver information, to explain procedures, to follow oral and written instructions. Must be able to use and interpret various legal and government accounting terminology and language.

Numerical Aptitude: Requires the ability to utilize mathematical formulas; to add and subtract totals; to multiply and divide; to determine percentages and decimals; to utilize basic systems of algebra; and to utilize statistical theories and inference.

Form/Spatial Aptitude: Requires the ability to inspect items for proper length, width, and shape.

Motor Coordination: Requires the ability to coordinate hands and eyes rapidly and accurately in using automated office equipment.

Manual Dexterity: Requires the ability to handle a variety of items, office equipment, control knobs, switches, etc. Must have minimal levels of eye/hand/foot coordination.

Color Discrimination: Does not require the ability to differentiate colors and shades of color.

Interpersonal Temperament: Requires the ability to deal with people beyond giving and receiving instructions. Must be adaptable to performing under stress and when confronted with persons acting under stress.

Physical Communication: Requires the ability to talk and/or hear: (talking, expressing, or exchanging ideas by means of spoken words; hearing - perceiving nature of sounds by ear). Must be able to communicate via the telephone.

Performance indicators

Knowledge of Job: Can exercise sound judgment in emergency and routine situations and to adopt quick, effective, and reasonable courses of action. Can apply interpretation of laws to specific situations. Can prepare clear and concise reports. Can exercise tact and firmness in contact with the public. Can establish and maintain effective working relationships as necessitated by work assignments.

Quality of Work: Maintains high standards of accuracy in exercising duties and responsibilities. Exercises immediate remedial action to correct any quality deficiencies that occur in areas of responsibility. Maintains high quality communication and interacts with all co-workers and the public.

Quantity of Work: Maintains effective and efficient output of all duties and responsibilities as described under "Specific Duties and Responsibilities."

Dependability: Assumes responsibility for doing assigned work. Accepts accountability for meeting assigned responsibilities in the technical, human, and conceptual areas.

Attendance: Attends work regularly and adheres to District policies and procedures regarding absences and tardiness. Provides adequate notice to higher management with respect to vacation time and time-off requests.

Initiative and Enthusiasm: Maintains an enthusiastic, self-reliant, and self-starting approach to meet job responsibilities and accountabilities. Strives to anticipate work to be done and initiates proper and acceptable direction for the completion of work with a minimum of supervision and instruction.

Judgment: Exercises analytical judgment in areas of responsibility. Identifies problems or situations as they occur and specifies decision objectives. Identifies or assists in identifying alternative solutions to problems or situations. Implements decisions in accordance with prescribed and effective policies and procedures and with a minimum of errors. Seeks expert or experienced advice and research problems, situations, and alternatives before exercising judgment.

Cooperation: Accepts supervisory instruction and direction and strives to meet the goals and objectives of same. Questions such instruction and direction when clarification of results or consequences are justified i.e., poor communications, variance with District policy or procedures, etc.

Relationships with Others: Shares knowledge with supervisors and staff for mutual and departmental benefit. Contributes to maintaining high morale among all department employees. Develops and maintains

cooperative and courteous relationships with department employees, staffers and managers in other departments, representatives from organizations, and the public to maintain good will toward the department and project a good departmental image. Tactfully and effectively handles requests, suggestions and complaints from other departments and persons to maintain good will within Barefoot Bay Recreation District. Interacts effectively with fellow employees, supervisor, professionals, and the public.

Coordination of Work: Plans and organizes daily work routine. Establishes priorities for the completion of work in accordance with sound time-management methodology. Avoids duplication of effort. Establishes a personal schedule based on estimated expected time of completion of elements of

work. Attends meetings, planning sessions and discussions on time. Implements work activity in accordance with priorities and estimated schedules.

Safety and Housekeeping: Adheres to all safety and housekeeping standards established by the district and various regulatory agencies. Sees that the standards are not violated. Maintains a clean and orderly workplace.

Work environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Selection guidelines:

Formal application, rating of education and experience; oral interview and reference check. A background check and drug testing are required. Job related tests may be required.

The job description does not constitute an employment agreement between the employer and the employee, and is subject to change by the employer based on the needs of the employer and requirements of the job.

THIS JOB DESCRIPTION IS NOT INTENDED TO BE, AND SHOULD NOT BE CONSTRUED AS, AN ALL-INCLUSIVE LIST OF RESPONSIBILITIES, SKILLS OR WORKING CONDITIONS ASSOCIATED WITH THE POSITION. WHILE IT IS INTENDED TO ACCURATELY REFLECT THE POSITION'S ACTIVITIES AND REQUIREMENTS, MANAGEMENT RESERVES THE RIGHT TO MODIFY, ADD OR REMOVE DUTIES AND ASSIGN OTHER DUTIES AS NECESSARY. THIS JOB DESCRIPTION DOES NOT CONSTITUTE A WRITTEN OR IMPLIED CONTRACT OF EMPLOYMENT.

I have read the foregoing job description, understand it, and feel that I can perform all the necessary requirements stated above.

Supervisor Signature

Employee Signature

Date

Print

Date

Supervisor Initials

Page 4 of 4

Employee Initials

Board of Trustees Meeting Agenda Memo

Date: Thursday, December 8, 2022
Title: **DOR Violation 21-000613 909 HEMLOCK STREET**
Section & Item: 11.G.i
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, Kent Cichon,
Community Manager
Attachments: 21-000613 Affidavit of Notice and Statement of Violation
Reviewed by General
Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Review violation and referral to General Counsel.

Background and Summary Information

Article III, Section 11 and Section 2(D) Exterior Maintenance. The case was opened 5/04/2021. Five inspections have been performed on this property. Eleven photos have been taken. Staff has executed an Affidavit of Notice and a Statement of Violation has been sent with a photo. The property is under social membership suspension. The respondent was notified by first-class mail and certified mail.

Staff recommends that the BOT refer this violation to General Counsel 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 a lien.

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 21-000613

#2613/ 21-000613

LINES, RICK

909 HEMLOCK ST.

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 # 7 Lot # 2

909 HEMLOCK STREET

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Must have 18 ft x 11 ft of covered parking space in carport

DATE OF VIOLATION FIRST OBSERVED: Mar 11, 2021

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

December 28, 2021 via First Class

December 28, 2021 via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: December 05, 2022

Deed of Restrictions Staff

November 28, 2022



909 Hemlock St. Must have 18 ft x 11 ft of covered parking space in carport
Nov 28, 2022



909 Hemlock St. Must have 18 ft x 11 ft of covered parking space in carport
May 18, 2022

**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 **01:00 PM** on **December 08, 2022** 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.

November 28, 2022

Deed of Restrictions STAFF

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 21-000613

#2613 / 21-000613

LINES, RICK,

909 HEMLOCK ST.

BAREFOOT BAY, FL 32976

Respondent(s),

RE: 909 HEMLOCK STREET
Barefoot Bay, FL 32976

AFFIDAVIT OF NOTICES

STATE OF FLORIDA
COUNTY OF BREVARD

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

1. That on or about the 29 day of Nov 2022 a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, certified with electronic delivery confirmation, a copy of which is attached hereto.
3. That on or about the 29 day of Nov 2022 a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

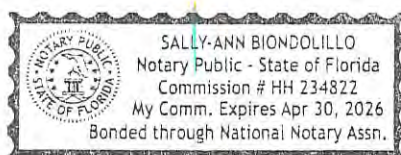
FURTHER AFFIANT SAYETH NOT.

Dated this 29 day of Nov 2022

Mary Barry

Mary Barry, DOR Inspector

The Foregoing instrument was acknowledged before me on 29 day of Nov 2022 by Mary Barry, who is personally known to me and did take an oath.



Sally-Ann Biondolillo
Notary Public
State of Florida at Large

Board of Trustees Meeting Agenda Memo

Date: Thursday, December 8, 2022
Title: **DOR Violation 22-000298 615 MARLIN CIRCLE**
Section & Item: 11.G.ii
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, Kent Cichon,
Community Manager
Attachments: 22-000298 Affidavit of Notice and Statement of Violation
Reviewed by General
Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Review violation and referral to General Counsel.

Background and Summary Information

Article II, Section 2 ARCC No Permit. Case opened 2/1/2022. Six inspections have been performed on this property. Twelve photos have been taken. Staff has executed an Affidavit of Notice and a Statement of violation has been sent with a photo. The property is under social membership suspension. The property was found in violation by the Violations Committee on March 25, 2022. The respondent was notified by first-class mail and certified mail.

Staff recommends that the BOT refer this violation to General Counsel 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 a lien.

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-000298

#3324/ 22-000298

WILLIAMS, ADRIAN HOWARD

615 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. 2 ARCC No Permit**

No building or other structure shall be erected or placed on any Lot, nor shall the exterior of any such building or structure or the driveways or parking areas serving such building or structure be altered in any way unless and until two sets of the complete building plans, two sets of complete specifications and two copies of a plot plan have been submitted to the ARCC and approved by it in writing. An application for such approval shall demonstrate to the satisfaction of the ARCC that: 1. The said building or other structure complies in all respects with the Provisions of this instrument; and 2. The said building or other structure is in conformity and harmony with such written rules as may from time to time be adopted by the ARCC. The ARCC's approval of the said plan specifications and plot plans shall be evidenced by the signature of its Chairman or Vice-Chairman on the plans, specifications and plot plans submitted by an applicant. One set of approved plan shall be returned to the applicant and the other shall be retained by the ARCC among its permanent records. In the event the ARCC fails to approve or disapprove an application within thirty (30) Days after the complete application has been submitted to the ARCC, the ARCC shall be deemed to have approved the application in all respects. The ARCC shall have the authority to promulgate regulations relating to all construction and landscaping for lots within Barefoot Bay. Such regulations may, without formal amendment of this Deed of Restrictions, be created, amended, modified, altered or changed by a majority vote of the ARCC, provided, however, that notice of any such amendment, modification, alteration or change to the regulations shall be given in writing to the Recreation District as soon as practicable after adoption thereof by the ARCC. A copy of any such amendment, modification, alteration or change to such a regulation shall be maintained in the offices of the Recreation District and shall be made available on request to any interested party upon payment of a reasonable copying fee. In the event that a dispute arises in the interpretation by the ARCC of any requirement of 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.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 12 Lot # 6

615 MARLIN CIRCLE

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): No ARCC permit: Lattice installed. You need to apply for an ARCC permit.

DATE OF VIOLATION FIRST OBSERVED: Feb 01, 2022

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

March 07, 2022 via First Class

March 07, 2022 via Certified return receipt requested.

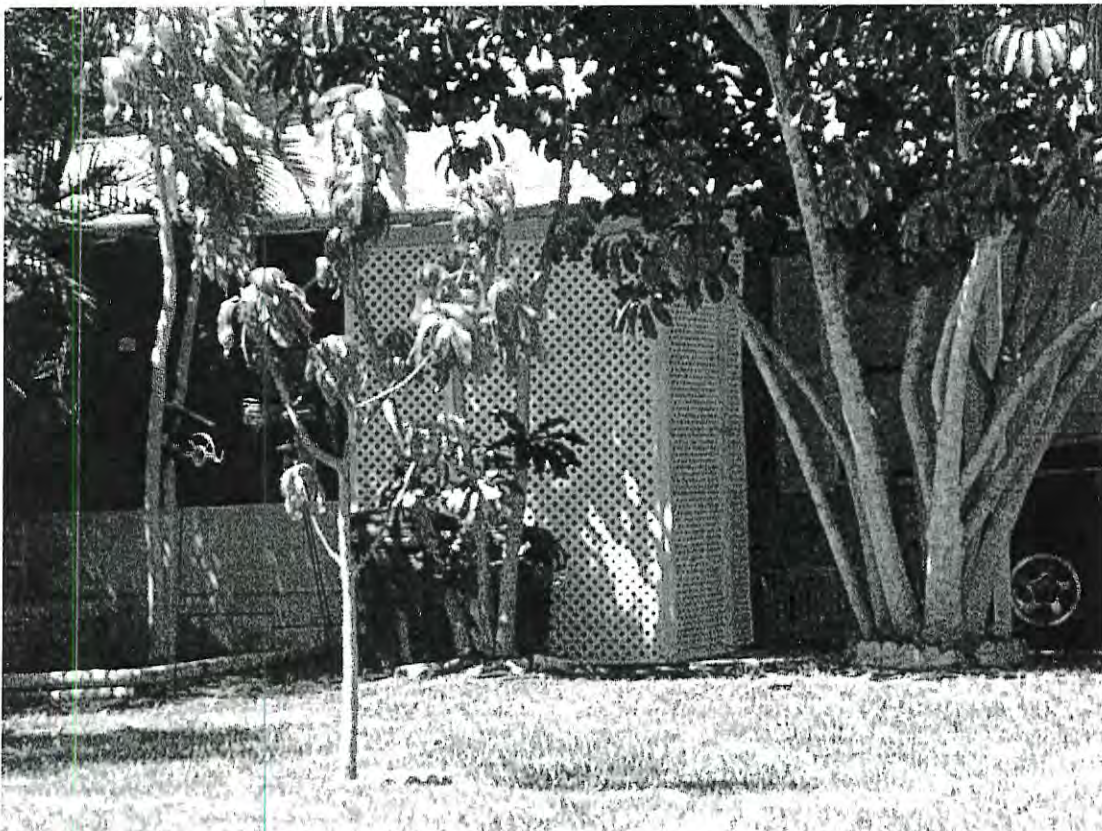
DATE ON/BY WHICH VIOLATION TO BE CORRECTED: December 05, 2022

Deed of Restrictions Staff

November 28, 2022



615 Marlin No ARCC permit: Lattice installed. You need to apply for an ARCC permit.
Nov 21, 2022



615 Marlin No ARCC permit: Lattice installed. You need to apply for an ARCC permit.
Jun 02, 2022

**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 **01:00 PM** on **December 08, 2022** 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.

November 28, 2022

Deed of Restrictions STAFF

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-000298

#3324 / 22-000298

WILLIAMS, ADRIAN HOWARD,

615 MARLIN CIR

BAREFOOT BAY, FL 32976

Respondent(s),

**RE: 615 MARLIN CIRCLE
Barefoot Bay, FL 32976**

AFFIDAVIT OF NOTICES

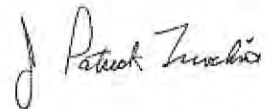
STATE OF FLORIDA
COUNTY OF BREVARD

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

1. That on or about the 29 day of Nov 2022 a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, certified with electronic delivery confirmation, a copy of which is attached hereto.
3. That on or about the 29 day of Nov 2022 a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

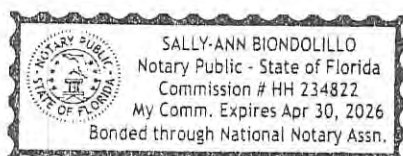
FURTHER AFFIANT SAYETH NOT.

Dated this 29 day of Nov 2022



James Trevelino, DOR Inspector

The Foregoing instrument was acknowledged before me on 29 day of Nov 2022 by James Trevelino, 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: Thursday, December 8, 2022
Title: **DOR Violation 22-000891 832 OLEANDER CIRCLE**
Section & Item: 11.G.iii
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, Kent Cichon,
Community Manager
Attachments: 22-000891 Affidavit of Notice and Statement of Violation
Reviewed by General
Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Review violation and referral to General Counsel.

Background and Summary Information

Article III, Section 2 (C) (D) Condition of Property (C) Unauthorized Items. Case opened 3/21/2022. Seven inspections have been performed on this property. Thirteen photos have been taken. Staff has executed an Affidavit of Notice and a Statement of violation has been sent with a photo. The property is under social membership suspension. The property was found in violation by the Violations Committee on June 10, 2022. The respondent was notified by first-class mail and certified mail.

Staff recommends that the BOT refer this violation to General Counsel 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 a lien.

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-000891

#1697/ 22-000891

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. 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 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): Unapproved items/ Must be removed

DATE OF VIOLATION FIRST OBSERVED: Mar 21, 2022

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

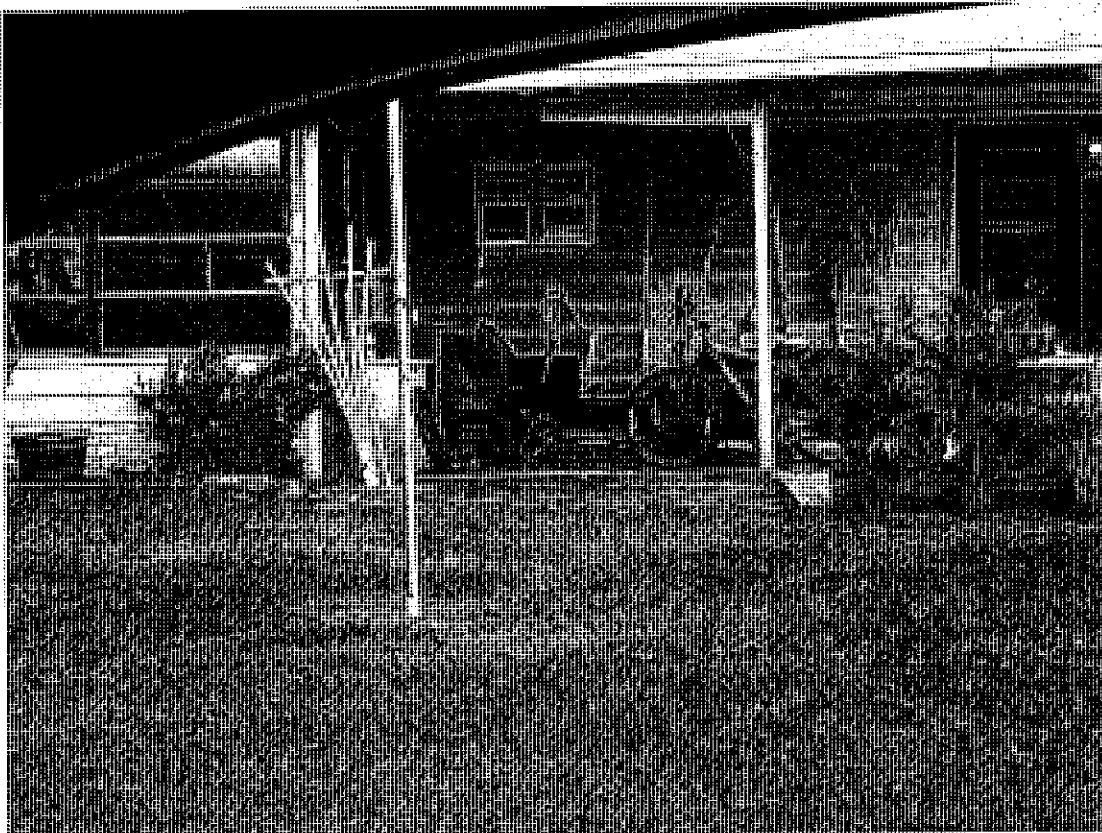
May 26, 2022 via First Class

May 26, 2022 via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: December 05, 2022

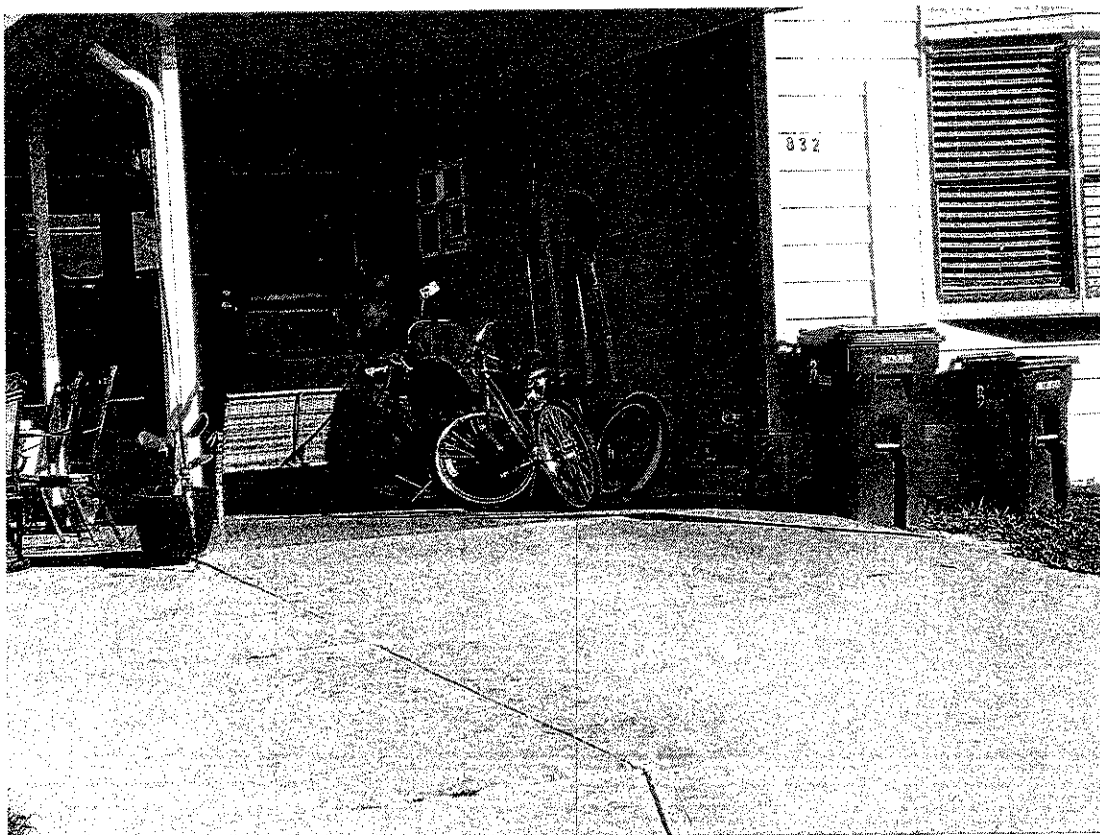
Deed of Restrictions Staff

November 28, 2022



831 Oleander Cir. Unapproved items/ Must be removed

Nov 28, 2022



832 Oleander Cir. Unapproved items/ Must be removed Tires, lattice, fishing gear, rags, miscellaneous items ..

Jun 07, 2022

**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 **01:00 PM** on **December 08, 2022** 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.

November 28, 2022

Deed of Restrictions STAFF

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-000891

#1697 / 22-000891

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 29 day of Nov 2022, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, certified with electronic delivery confirmation, a copy of which is attached hereto.
3. That on or about the 29 day of Nov 2022, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

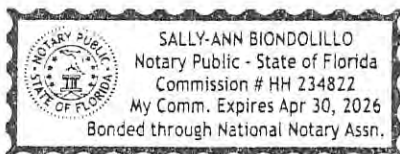
FURTHER AFFIANT SAYETH NOT.

Dated this 29 day of Nov 2022

Mary Barry

Mary Barry, DOR Inspector

The Foregoing instrument was acknowledged before me on 29 day of Nov 2022 by Mary Barry, who is personally known to me and did take an oath.



Sally-Ann Biondolillo

Notary Public
State of Florida at Large

Board of Trustees Meeting Agenda Memo

Date: Thursday, December 8, 2022
Title: **DOR Violation 22-001132 832 OLEANDER CIRCLE**
Section & Item: 11.G.iv
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, Kent Cichon,
Community Manager
Attachments: 22-001132 Affidavit of Notice and Statement of Violation
Reviewed by General
Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Review violation and referral to General Counsel.

Background and Summary Information

Article II, Section 5 (A) (B) ADIR (Unapproved Fence). Case opened 4/6/2022. Five inspections have been performed on this property. Thirteen photos have been taken. Staff has executed an Affidavit of Notice and a Statement of violation has been sent with a photo. The property is under social membership suspension. The property was found in violation by the Violations Committee on June 10, 2022. The respondent was notified by first-class mail and certified mail.

Staff recommends that the BOT refer this violation to General Counsel 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 a lien.

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-001132

#1697/ 22-001132

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 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 picket fencing, or other ARCC approved materials not exceeding four (4) feet in height.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 55 Lot # 37

832 OLEANDER CIRCLE

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Unauthorized fence / Lattice must be removed.

DATE OF VIOLATION FIRST OBSERVED: Apr 06, 2022

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

May 18, 2022 via First Class

May 18, 2022 via Certified return receipt requested.

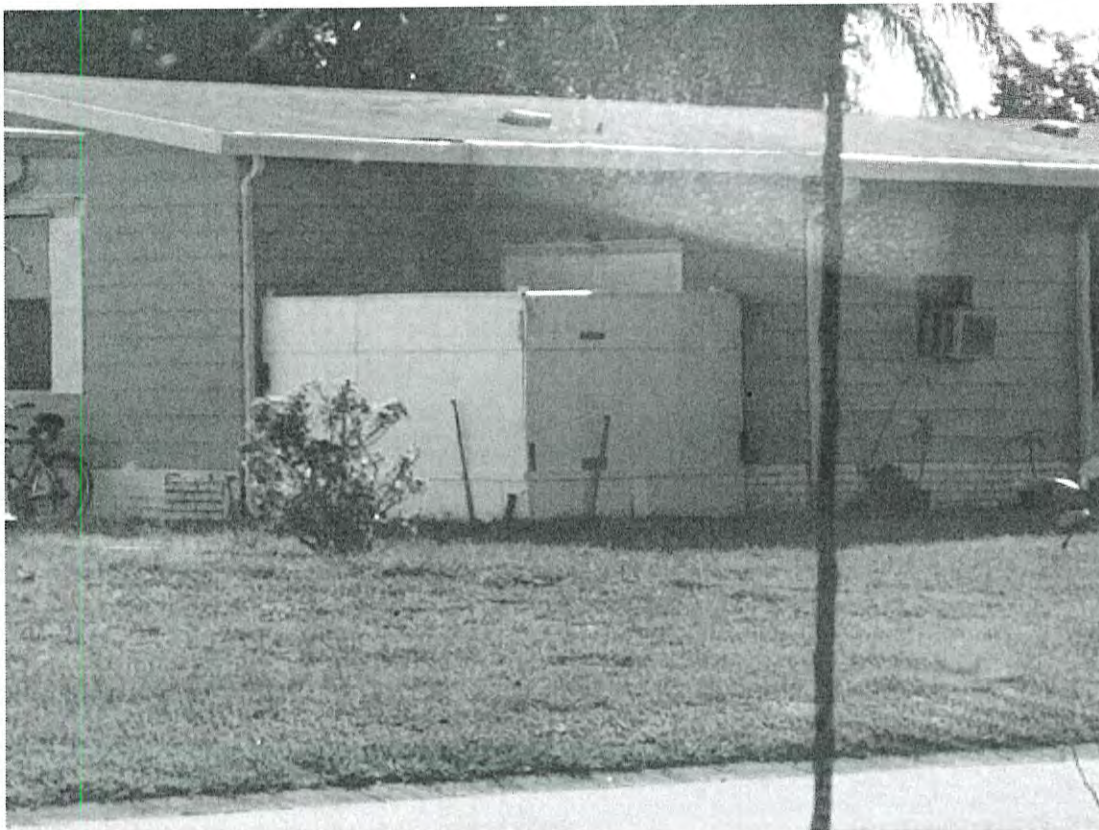
DATE ON/BY WHICH VIOLATION TO BE CORRECTED: December 05, 2022

Deed of Restrictions Staff

November 28, 2022



832 Oleander Cir. Unauthorized fence / Lattice must be removed.
Nov 28, 2022



832 Oleander Cir. Unauthorized fence / Lattice must be removed.
Jun 20, 2022

**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 **01:00 PM** on **December 08, 2022** 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.

November 28, 2022

Deed of Restrictions STAFF

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-001132

#1697 / 22-001132

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 29 day of Nov 2022 a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, certified with electronic delivery confirmation, a copy of which is attached hereto.
3. That on or about the 29 day of Nov 2022 a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

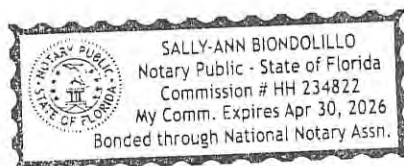
FURTHER AFFIANT SAYETH NOT.

Dated this 29 day of Nov 2022

Mary Barry

Mary Barry, DOR Inspector

The Foregoing instrument was acknowledged before me on 29 day of Nov 2022 by Mary Barry, who is personally known to me and did take an oath.



Sally A Biondolillo

Notary Public
State of Florida at Large

Board of Trustees

Date: Thursday, December 8, 2022
Title: **DOR Violation 22-002227 832 OLEANDER CIRCLE**
Section & Item: 11.G.v
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact:
Attachments: 22-002227 Affidavit of Notice and Statement of Violation

Reviewed by General Counsel:
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Review violation and referral to General Counsel.

Background and Summary Information

Article III, Section 3 (A) (B) (C) (D) (E) - Vehicle Violations (Boats/Trailer/RV/Comm. Vehicles, Etc.). Case opened 7/25/2022. Eight inspections have been performed on this property. Eleven photos have been taken. Staff has executed an Affidavit of Notice and a Statement of violation has been sent with a photo. The property is under social membership suspension. The property was found in violation by the Violations Committee on September 23, 2022. The respondent was notified by first-class mail and certified mail.

Staff recommends that the BOT refer this violation to General Counsel 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 a lien.

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-002227

#1697/ 22-002227

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. 3 (A) (B) (C) (D) (E) Vehicle Violations(Boats/Trailer/RV/Comm. Vehicles, Etc.)**

(A) No commercial vehicle, abandoned and/or inoperable vehicle, recreational vehicle, jet ski, boat, boat trailer, utility trailer, camper, motor home, camping trailer, truck camper, pickup truck with camper top OR any vehicle in excess of 25 feet in overall length as measured from the foremost projection thereof to the rearmost projection thereof, shall be parked on any lot, driveway, carport or common area within Barefoot Bay, except for commercial vehicles parked temporarily at a lot for the purpose of providing repair or other services to the occupant thereof, and (2) those vehicles described in subsection C of this section. (B) All vehicles described in subsection (A) of this section shall be parked in vehicle storage areas provided by the Recreation District or in such other areas outside Barefoot Bay as may be located by the owner. (C) 1. Notwithstanding any of the foregoing sub-paragraphs of this section, a recreation vehicle, boat, personal water craft, utility trailer, or boat mounted on a trailer may be parked in the driveway on a lot for purposes of cleaning, loading, unloading and preventative maintenance between the hours of 7 a.m. and 10 p.m. only. An owner may request that a vehicle be allowed to remain on a lot beyond the time-frame provided herein if extenuating circumstances exist, submitting a request to Recreation District Resident Relations in advance of said occurrence. No vehicle shall remain on a lot beyond the time-frame provide herein without obtaining approval from Recreation District Resident Relations in advance. 2: A commercial vehicle is defined for the purpose of this Document as any passenger and/or non-passenger vehicle designed, used, or maintained primarily for conduct or operation of a commercial business. Only one pick-up truck, passenger van or cargo van used for commercial purposes, which is the sole means of transportation of the occupant of the lot, must be kept in a garage or fully parked under a carport with visual buffering as may be approved by ARCC. A vehicle may not have signage, equipment or materials visible when parked. (D) Motor vehicles parked at or on a Lot shall be parked only on the concrete driveway or concrete parking area serving on such Lot. No vehicle shall be parked on any lawn, grass or landscaped area of a Lot. (E) Kayaks and canoes may be properly stored and secured at the rear of any residence.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # Lot #

832 OLEANDER CIRCLE

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Trailer / boat must be removed.

DATE OF VIOLATION FIRST OBSERVED: Jul 25, 2022

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

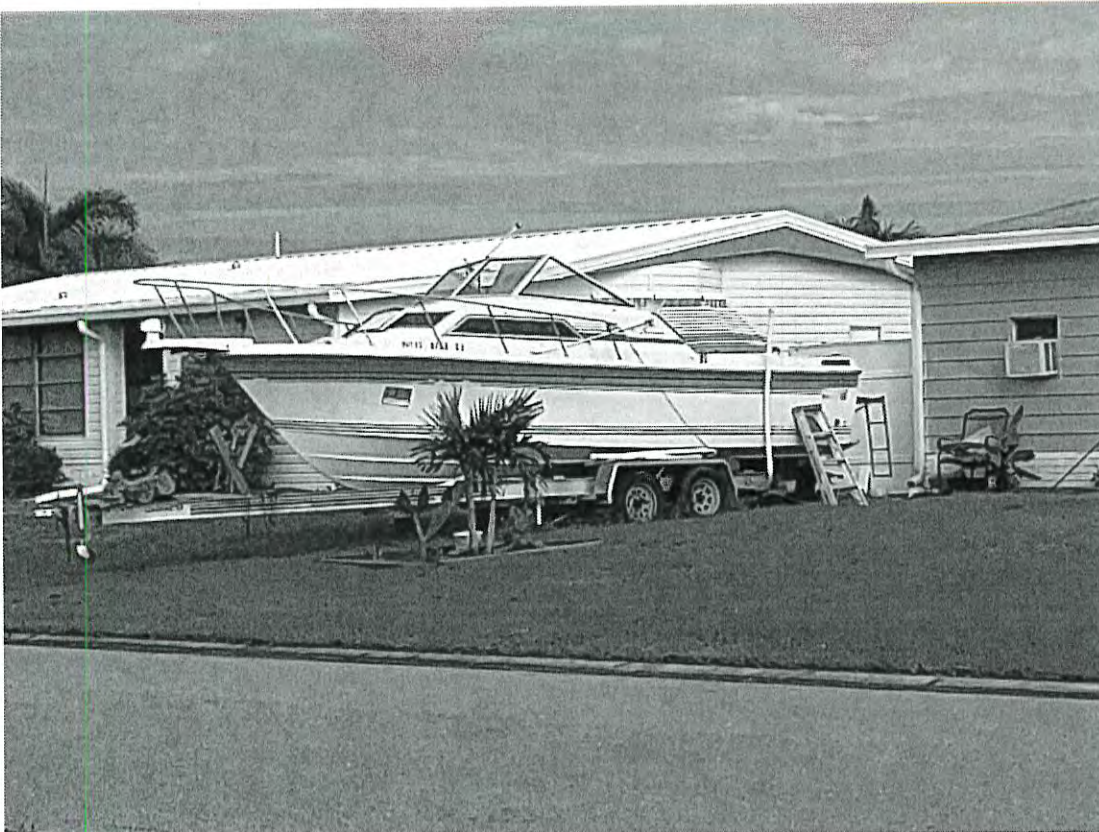
via First Class

via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: December 05, 2022

Deed of Restictions Staff

November 28, 2022



832 Oleander Cir. Trailer / boat must be removed
Nov 28, 2022



832 Oleander Cir. Trailer / boat must be removed
Sep 09, 2022

**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 **01:00 PM** on **December 08, 2022** 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).

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November 28, 2022

Deed of Restrictions STAFF

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-002227

#1697 / 22-002227

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 29 day of Nov 2022 a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, certified with electronic delivery confirmation, a copy of which is attached hereto.
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4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

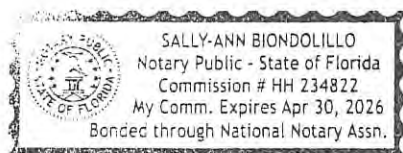
FURTHER AFFIANT SAYETH NOT.

Dated this 29 day of Nov 2022

Mary Barry

Mary Barry, DOR Inspector

The Foregoing instrument was acknowledged before me on 29 day of Nov 2022 by Mary Barry, who is personally known to me and did take an oath.



Sally-Ann Biondolillo
Notary Public
State of Florida at Large

Board of Trustees Meeting Agenda Memo

Date: Thursday, December 8, 2022
Title: **DOR Violation 22-002735 832 OLEANDER CIRCLE**
Section & Item: 11.G.vi
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, Kent Cichon,
Community Manager
Attachments: 22-002735 Affidavit of Notice and Statement of Violation
Reviewed by General
Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Review violation and referral to General Counsel.

Background and Summary Information

Article III, Section 1 Residential Use - Unauthorized Structure. Case opened 10/13/2022. Four inspections have been performed on this property. Six photos have been taken. Staff has executed an Affidavit of Notice and a Statement of violation has been sent with a photo. The property is under social membership suspension. The property was found in violation by the Violations Committee on November 18, 2022. The respondent was notified by first-class mail and certified mail.

Staff recommends that the BOT refer this violation to General Counsel 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 a lien.

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-002735

#1697/ 22-002735

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. 1 Residential Use - Unauthorized Structure**

No structure other than a single story, single-family residential dwelling shall be erected, altered, placed or permitted to remain on any lot. Each lot is hereby restricted to residential use by the Owner or Owners thereof and their immediate families, guests, lessees and invitees.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 55 Lot # 37

832 OLEANDER CIRCLE

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Unapproved hot tub without an ARCC permit.

DATE OF VIOLATION FIRST OBSERVED: Sep 22, 2022

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

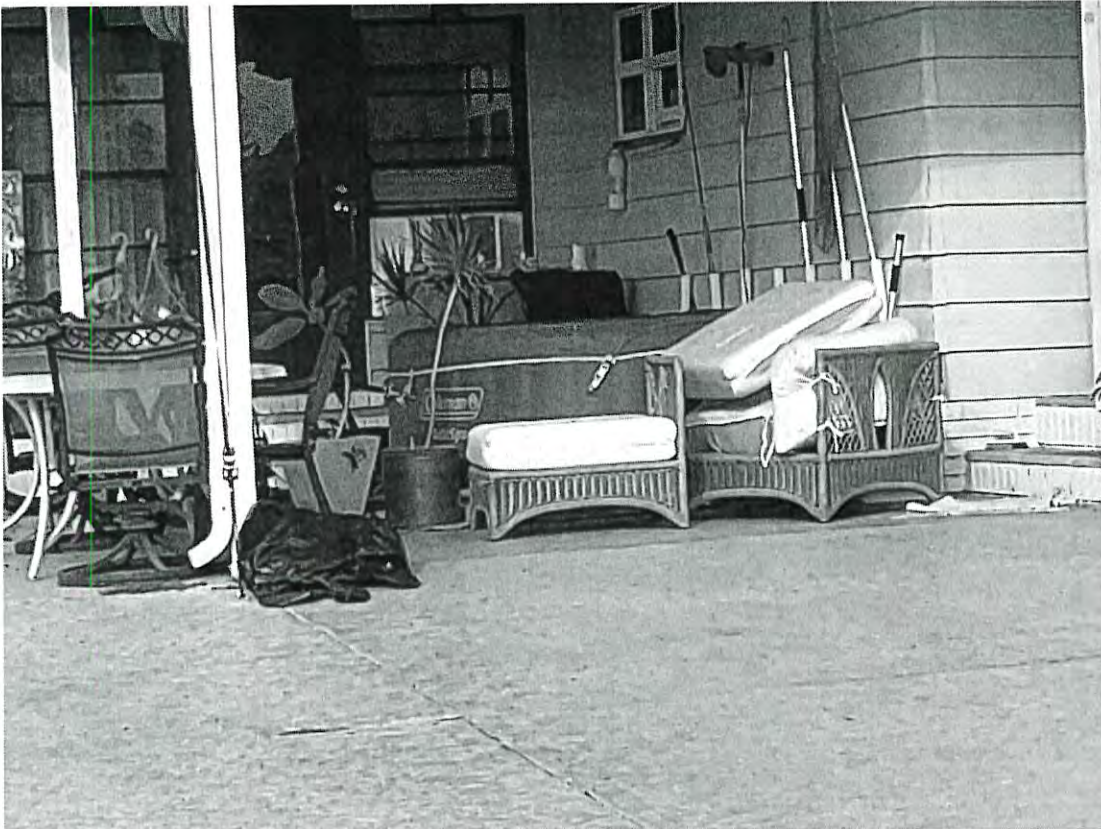
September 22, 2022 via First Class

via Certified return receipt requested.

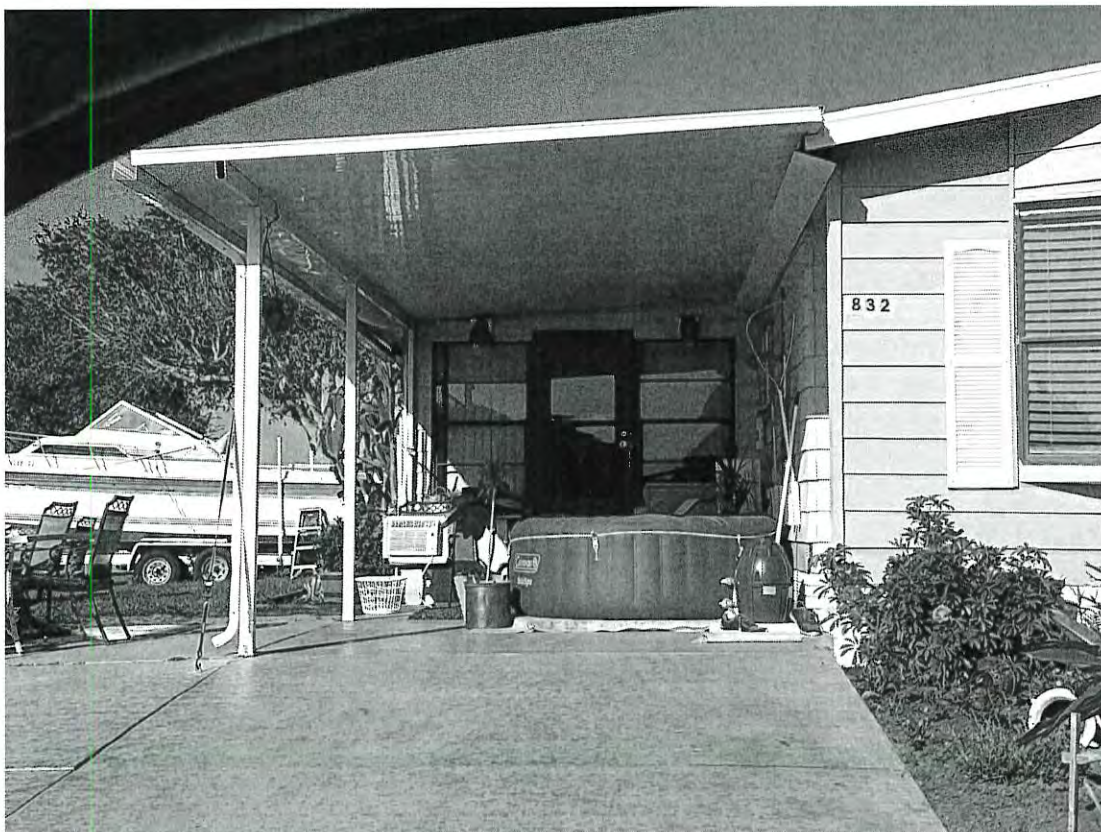
DATE ON/BY WHICH VIOLATION TO BE CORRECTED: December 05, 2022

Deed of Restrictions Staff

November 28, 2022



832 Oleander Cir. Unapproved hot tub without an ARCC permit.
Nov 28, 2022



832 Oleander Cir. Unapproved hot tub without an ARCC permit.
Nov 07, 2022

**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 **01:00 PM** on **December 08, 2022** 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.

November 28, 2022

Deed of Restrictions STAFF

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-002735

#1697 / 22-002735

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 09 day of Nov 2022 a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, certified with electronic delivery confirmation, a copy of which is attached hereto.
3. That on or about the 09 day of Nov 2022 a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

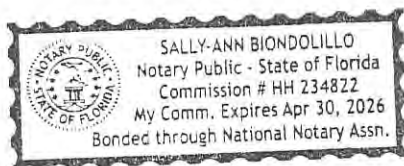
FURTHER AFFIANT SAYETH NOT.

Dated this 09 day of Nov 2022

Mary Barry

Mary Barry, DOR Inspector

The Foregoing instrument was acknowledged before me on 09 day of Nov 2022 by Mary Barry, who is personally known to me and did take an oath.



Sally-Ann Biondolillo

Notary Public
State of Florida at Large

Board of Trustees Meeting Agenda Memo

Date: Thursday, December 8, 2022
Title: **DOR Violation 22-002877 832 OLEANDER CIRCLE**
Section & Item: 11.G.vii
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, Kent Cichon,
Community Manager
Attachments: 22-002877 Affidavit of Notice and Statement of Violation
Reviewed by General
Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Review violation and referral to General Counsel.

Background and Summary Information

Article II, Section 3 (5) ADIR (Carport). Case opened 10/13/2022. Three inspections have been performed on this property. five photos have been taken. Staff has executed an Affidavit of Notice and a Statement of violation has been sent with a photo. The property is under social membership suspension. The property was found in violation by the Violations Committee on November 18, 2022. The respondent was notified by first-class mail and certified mail.

Staff recommends that the BOT refer this violation to General Counsel 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 a lien.

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-002877

#1697/ 22-002877

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 II, SECT. 3 (5) ADIR (Carport)**

Section 3 (5) A covered concrete carport slab having a minimum unobstructed area (except for steps) of eleven (11) feet by eighteen (18) feet.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 55 Lot # 37

832 OLEANDER CIRCLE

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Must have 18 feet X 11 feet of unobstructed area (except for steps) left in carport.

DATE OF VIOLATION FIRST OBSERVED: Oct 13, 2022

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

October 13, 2022 via First Class

via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: December 05, 2022

Deed of Restrictions Staff

November 28, 2022



832 Oleander Cir. Must have 18 feet X 11 feet of unobstructed area (except for steps) left in carport.
Nov 28, 2022



832 Oleander Cir. Must have 18 feet X 11 feet of unobstructed area (except for steps) left in carport.
Oct 27, 2022

**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 **01:00 PM** on **December 08, 2022** 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 286.010S).

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.

November 28, 2022

Deed of Restrictions STAFF

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-002877

#1697 / 22-002877

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 29 day of Nov 2022 a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, certified with electronic delivery confirmation, a copy of which is attached hereto.
3. That on or about the 29 day of Nov 2022 a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

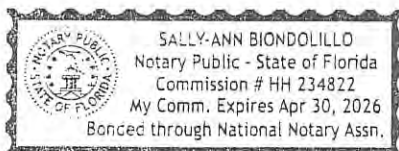
FURTHER AFFIANT SAYETH NOT.

Dated this 29 day of Nov 2022

Mary Barry

Mary Barry, DOR Inspector

The Foregoing instrument was acknowledged before me on 29 day of Nov 2022 by Mary Barry, who is personally known to me and did take an oath.



Sally-Ann Biondolillo

Notary Public
State of Florida at Large

Board of Trustees

Date: Thursday, December 8, 2022
Title: **DOR Violation 22-000252 553 MARLIN CIRCLE**
Section & Item: 11.G.viii
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact:
Attachments: 22-000252 Affidavit of Notice and Statement of Violation

Reviewed by General Counsel:
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Review violation and referral to General Counsel.

Background and Summary Information

Article III, Section 2 (C) (D) Condition of Property (C) Unauthorized Items. Case opened 1/25/2022. Seven inspections have been performed on this property. Fifteen photos have been taken. Staff has executed an Affidavit of Notice and a Statement of violation has been sent with a photo. The property is under social membership suspension. The property was found in violation by the Violations Committee on March 25, 2022. The respondent was notified by first-class mail and certified mail.

Staff recommends that the BOT refer this violation to General Counsel 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 a lien.

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-000252

#4631/ 22-000252

LARAWAY, HART M

553 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 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 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 or 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 # 6 Lot # 15

553 MARLIN CIRCLE

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Unapproved items/ Must be removed.

DATE OF VIOLATION FIRST OBSERVED: Jan 25, 2022

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

March 10, 2022 via First Class

March 10, 2022 via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: December 05, 2022

Deed of Restrictions Staff

November 28, 2022



553 Marlin Unapproved items/ Must be removed. Remove refrig, boxes, bags.
Nov 28, 2022



553 Marlin Unapproved items/ Must be removed.
Sep 08, 2022

**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 **01:00 PM** on **December 08, 2022** 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.

November 28, 2022

Deed of Restrictions STAFF

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-000252

#4631 / 22-000252

LARAWAY, HART M,

553 MARLIN CIR

BAREFOOT BAY, FL 32976

Respondent(s),

RE: 553 MARLIN CIRCLE
Barefoot Bay, FL 32976

AFFIDAVIT OF NOTICES

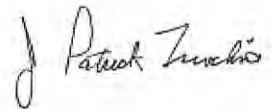
STATE OF FLORIDA
COUNTY OF BREVARD

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

1. That on or about the 29 day of Nov 2022, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, certified with electronic delivery confirmation, a copy of which is attached hereto.
3. That on or about the 29 day of Nov 2022, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

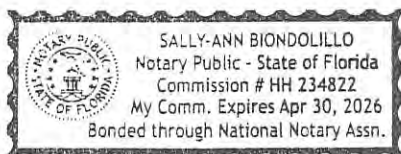
FURTHER AFFIANT SAYETH NOT.


Dated this 29 day of Nov 2022.



James Trevelino, DOR Inspector

The Foregoing instrument was acknowledged before me on 29 day of Nov 2022 by James Trevelino, 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: Thursday, December 8, 2022
Title: **DOR Violation 22-002004 906 SPRUCE STREET**
Section & Item: 11.G.ix
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, Kent Cichon,
Community Manager
Attachments: 22-002004 Affidavit of Notice and Statement of Violation
Reviewed by General
Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Review violation and referral to General Counsel.

Background and Summary Information

Article II, Section 2 ARCC No Permit. Case opened 6/28/2022. Five inspections have been performed on this property. Eleven photos have been taken. Staff has executed an Affidavit of Notice and a Statement of violation has been sent with a photo. The property is under social membership suspension. The property was found in violation by the Violations Committee on August 12, 2022. The respondent was notified by first-class mail and certified mail.

Staff recommends that the BOT refer this violation to General Counsel 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 a lien.

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-002004

#0796/ 22-002004

EATON, BRIAN DAVID

906 SPRUCE ST

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. 2 ARCC No Permit**

No building or other structure shall be erected or placed on any Lot, nor shall the exterior of any such building or structure or the driveways or parking areas serving such building or structure be altered in any way unless and until two sets of the complete building plans, two sets of complete specifications and two copies of a plot plan have been submitted to the ARCC and approved by it in writing. An application for such approval shall demonstrate to the satisfaction of the ARCC that: 1. The said building or other structure complies in all respects with the Provisions of this instrument; and 2. The said building or other structure is in conformity and harmony with such written rules as may from time to time be adopted by the ARCC. The ARCC's approval of the said plan specifications and plot plans shall be evidenced by the signature of its Chairman or Vice-Chairman on the plans, specifications and plot plans submitted by an applicant. One set of approved plan shall be returned to the applicant and the other shall be retained by the ARCC among its permanent records. In the event the ARCC fails to approve or disapprove an application within thirty (30) Days after the complete application has been submitted to the ARCC, the ARCC shall be deemed to have approved the application in all respects. The ARCC shall have the authority to promulgate regulations relating to all construction and landscaping for lots within Barefoot Bay. Such regulations may, without formal amendment of this Deed of Restrictions, be created, amended, modified, altered or changed by a majority vote of the ARCC, provided, however, that notice of any such amendment, modification, alteration or change to the regulations shall be given in writing to the Recreation District as soon as practicable after adoption thereof by the ARCC. A copy of any such amendment, modification, alteration or change to such a regulation shall be maintained in the offices of the Recreation District and shall be made available on request to any interested party upon payment of a reasonable copying fee. In the event that a dispute arises in the interpretation by the ARCC of any requirement of 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.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 3 Lot # 31

906 SPRUCE STREET

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): No ARCC permit: Lattice installed. You need to apply for an ARCC permit.

DATE OF VIOLATION FIRST OBSERVED: Jun 28, 2022

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

June 28, 2022 via First Class

via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: December 05, 2022

Deed of Restrictions Staff

November 28, 2022



906 Spruce No ARCC permit: Lattice installed. You need to apply for an ARCC permit.
Oct 19, 2022



906 Spruce No ARCC permit: Lattice installed. You need to apply for an ARCC permit.
Aug 09, 2022

**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 **01:00 PM** on **December 08, 2022** 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.

November 28, 2022

Deed of Restrictions STAFF

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-002004

#0796 / 22-002004

EATON, BRIAN DAVID,

906 SPRUCE ST

BAREFOOT BAY, FL 32976

Respondent(s),

RE: 906 SPRUCE STREET
Barefoot Bay, FL 32976

AFFIDAVIT OF NOTICES

STATE OF FLORIDA
COUNTY OF BREVARD

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

1. That on or about the 09 day of Nov 2022 a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, certified with electronic delivery confirmation, a copy of which is attached hereto.
3. That on or about the 09 day of Nov 2022 a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

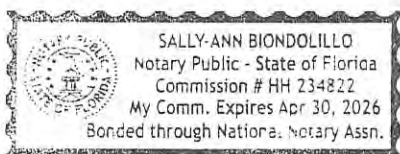
FURTHER AFFIANT SAYETH NOT.

Dated this 09 day of Nov 2022

James Trevelino

James Trevelino, DOR Inspector

The Foregoing instrument was acknowledged before me on 09 day of Nov 2022 by James Trevelino, who is personally known to me and did take an oath.



Sally-Ann Biondolillo
Notary Public
State of Florida at Large

Board of Trustees Meeting Agenda Memo

Date: Thursday, December 8, 2022
Title: **DOR Violation 22-001725 906 SPRUCE STREET**
Section & Item: 11.G.x
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, Kent Cichon,
Community Manager
Attachments: 22-001725 Affidavit of Notice and Statement of Violation
Reviewed by General
Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Review violation and referral to General Counsel.

Background and Summary Information

Article III, Section 2 (C) (D) Condition of Property (C) Unauthorized Items. Case opened 6/6/2022. Seven inspections have been performed on this property. Ten photos have been taken. Staff has executed an Affidavit of Notice and a Statement of violation has been sent with a photo. The property is under social membership suspension. The property was found in violation by the Violations Committee on July 22, 2022. The respondent was notified by first-class mail and certified mail.

Staff recommends that the BOT refer this violation to General Counsel 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 a li

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-001725

#0796/ 22-001725

EATON, BRIAN DAVID

906 SPRUCE ST

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 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 # 3 Lot # 31

906 SPRUCE STREET

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Unapproved items/ Must be removed. All boxes must be removed.

DATE OF VIOLATION FIRST OBSERVED: Jun 06, 2022

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

June 06, 2022 via First Class

via Certified return receipt requested.

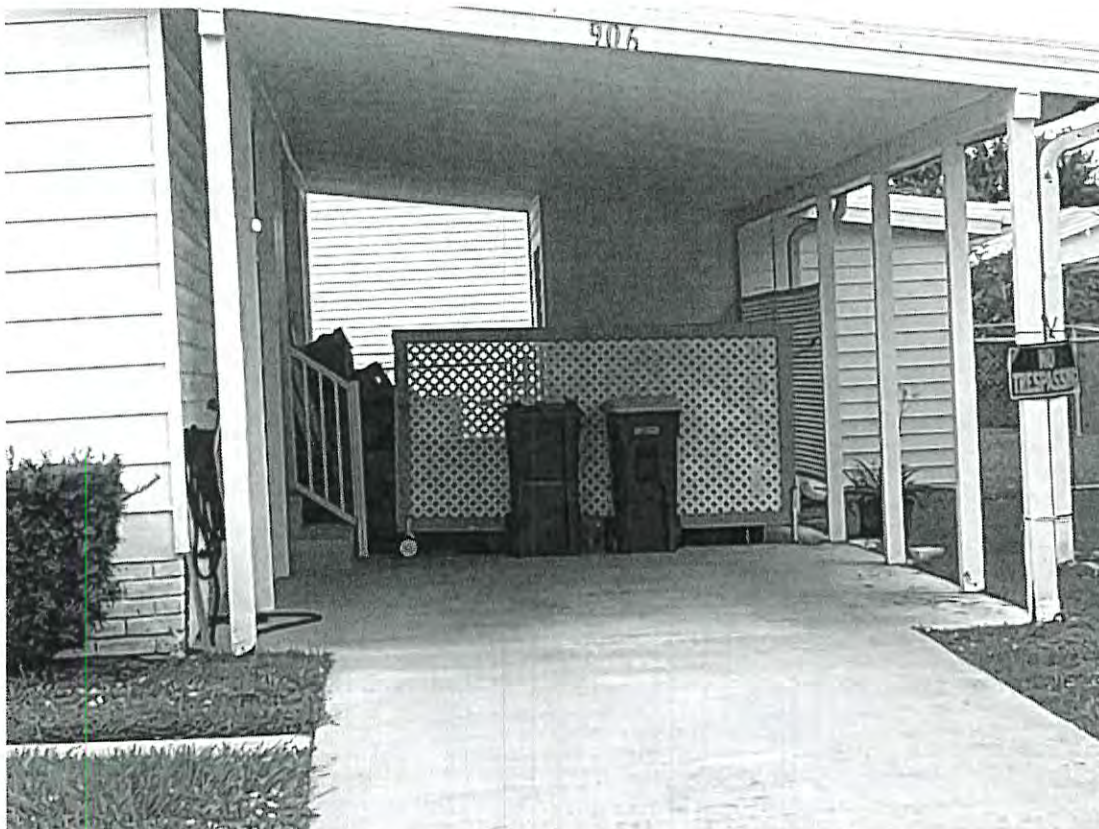
DATE ON/BY WHICH VIOLATION TO BE CORRECTED: December 05, 2022

Deed of Restrictions Staff

November 28, 2022



906 Spruce Unapproved items/ Must be removed. All boxes must be removed.
Nov 04, 2022



906 Spruce Unapproved items/ Must be removed. All boxes must be removed.
Jul 19, 2022

**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 **01:00 PM** on **December 08, 2022** 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.

November 28, 2022

Deed of Restrictions STAFF

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-001725

#0796 / 22-001725

EATON, BRIAN DAVID,

906 SPRUCE ST

BAREFOOT BAY, FL 32976

Respondent(s),

**RE: 906 SPRUCE STREET
Barefoot Bay, FL 32976**

AFFIDAVIT OF NOTICES

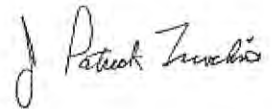
STATE OF FLORIDA
COUNTY OF BREVARD

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

1. That on or about the 29 day of Nov 2022 a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, certified with electronic delivery confirmation, a copy of which is attached hereto.
3. That on or about the 29 day of Nov 2022 a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this 29 day of Nov 2022



James Trevelino, DOR Inspector

The Foregoing instrument was acknowledged before me on 29 day of Nov 2022 by James Trevelino, 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: Thursday, December 8, 2022
Title: **DOR Violation 22-002111 621 WEDELIA DRIVE**
Section & Item: 11.G.xi
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, Kent Cichon,
Community Manager
Attachments: 22-002111 Affidavit of Notice and Statement of Violation
Reviewed by General
Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Review violation and referral to General Counsel.

Background and Summary Information

Article III, Section 7 Vehicle Repairs. Case opened 7/13/2022. Four inspections have been performed on this property. Eleven photos have been taken. Staff has executed an Affidavit of Notice and a Statement of violation has been sent with a photo. The property is under social membership suspension. The property was found in violation by the Violations Committee on August 12, 2022. The respondent was notified by first-class mail and certified mail.

Staff recommends that the BOT refer this violation to General Counsel 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 a lien.

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-002111

#2375/ 22-002111

GRAHAM, AUDREY

621 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. 7 Vehicle Repairs**

No major repair or overhaul of any motorized vehicle shall be performed on any Lot, roadway, driveway or common area within Barefoot Bay. Minor repairs requiring less than eight hours of work and washing or polishing of any vehicle is permitted at a residence.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 76 Lot # 29

621 WEDELIA DRIVE

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Major auto repairs not authorized.

DATE OF VIOLATION FIRST OBSERVED: Jul 13, 2022

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

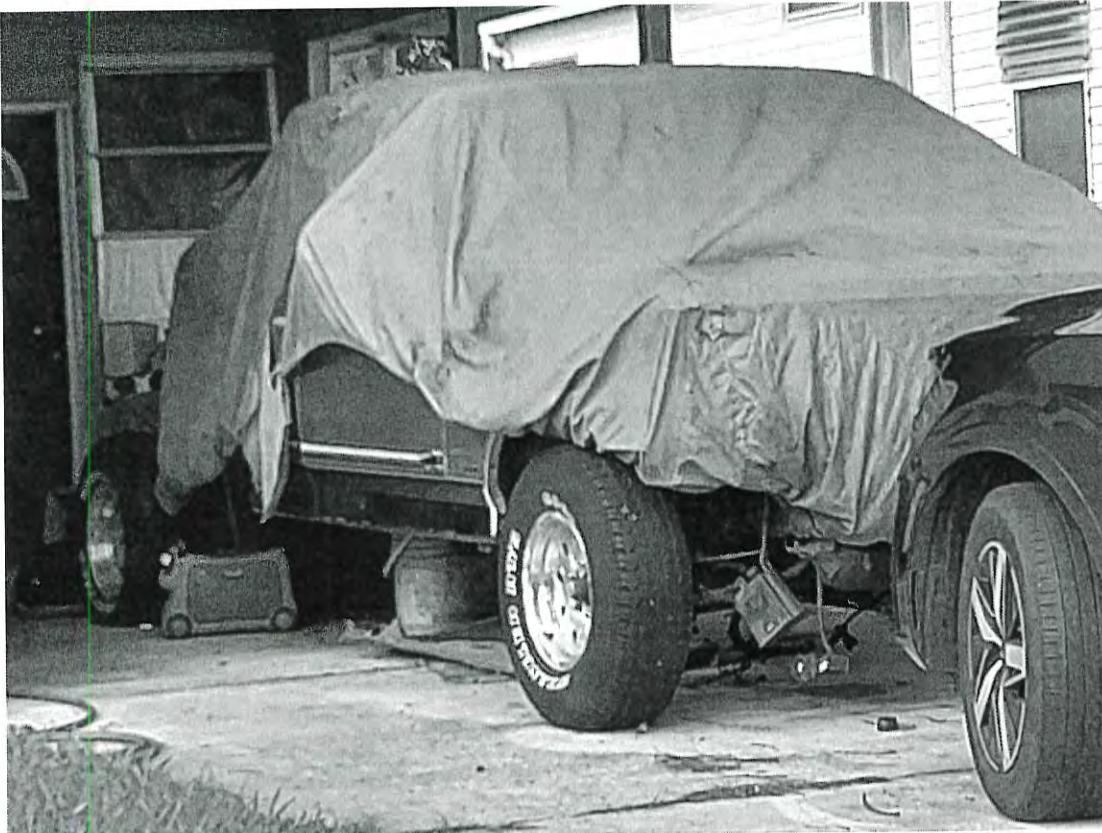
July 20, 2022 via First Class

July 20, 2022 via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: December 05, 2022

Deed of Restrictions Staff

November 28, 2022



621 Wedelia Dr. Major auto repairs not authorized.
Nov 28, 2022



621 Wedelia Dr. Major auto repairs not authorized.
Aug 09, 2022

**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 **01:00 PM** on **December 08, 2022** 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.

November 28, 2022

Deed of Restrictions STAFF

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-002111

#2375 / 22-002111

GRAHAM, AUDREY,

621 WEDELIA DR

BAREFOOT BAY, FL 32976

Respondent(s),

**RE: 621 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 Mary Barry for the Barefoot Bay Recreation District, who after being duly sworn deposes and says:

1. That on or about the 29 day of Nov 2022 a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, certified with electronic delivery confirmation, a copy of which is attached hereto.
3. That on or about the 29 day of Nov 2022 a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

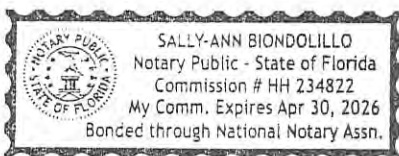
FURTHER AFFIANT SAYETH NOT.

Dated this 29 day of Nov 2022.

Mary Barry

Mary Barry, DOR Inspector

The Foregoing instrument was acknowledged before me on 29 day of Nov 2022 by Mary Barry, who is personally known to me and did take an oath.



Sally-Ann Biondolillo
Notary Public
State of Florida at Large

Board of Trustees Meeting Agenda Memo

Date: Thursday, December 8, 2022
Title: **DOR Violation 22-000890 621 WEDELIA DRIVE**
Section & Item: 11.G.xii
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, Kent Cichon,
Community Manager
Attachments: 22-000890 Affidavit of Notice and Statement of Violation
Reviewed by General
Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Review violation and referral to General Counsel.

Background and Summary Information

Article III, Section 2 (C) (D) Condition of Property (C) Unauthorized Items. Case opened 3/21/2022. Eight inspections have been performed on this property. Fifteen photos have been taken. Staff has executed an Affidavit of Notice and a Statement of violation has been sent with a photo. The property is under social membership suspension. The property was found in violation by the Violations Committee on May 13, 2022. The respondent was notified by first-class mail and certified mail.

Staff recommends that the BOT refer this violation to General Counsel 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 a lien.

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-000890

#2375/ 22-000890

GRAHAM, AUDREY

621 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 (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 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 # 76 Lot # 29

621 WEDELIA DRIVE

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Unapproved items/ Must be removed.

DATE OF VIOLATION FIRST OBSERVED: Mar 21, 2022

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

April 25, 2022 via First Class

April 25, 2022 via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: December 05, 2022

Deed of Restrictions Staff

November 28, 2022



621 Wedelia Dr. Unapproved items/ Must be removed.
Nov 28, 2022



621 Wedelia Dr. Unapproved items/ Must be removed.
Nov 28, 2022

**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 **01:00 PM** on **December 08, 2022** 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.

November 28, 2022

Deed of Restrictions STAFF

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-000890

#2375 / 22-000890
GRAHAM, AUDREY,
621 WEDELIA DR
BAREFOOT BAY, FL 32976

Respondent(s),

RE: 621 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 Mary Barry for the Barefoot Bay Recreation District, who after being duly sworn deposes and says:

1. That on or about the 29 day of Nov 2022 a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, certified with electronic delivery confirmation, a copy of which is attached hereto.
3. That on or about the 29 day of Nov 2022 a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

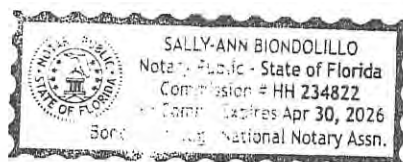
FURTHER AFFIANT SAYETH NOT.

Dated this 29 day of Nov 2022

Mary Barry

Mary Barry, DOR Inspector

The Foregoing instrument was acknowledged before me on 29 day of Nov 2022 by Mary Barry, who is personally known to me and did take an oath.



Sally-Ann Biondolillo

Notary Public
State of Florida at Large

Board of Trustees Meeting Agenda Memo

Date: Thursday, December 8, 2022
Title: **DOR Violation 22-001016 912 PECAN CIRCLE**
Section & Item: 11.G.xiii
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, Kent Cichon,
Community Manager
Attachments: 22-001016 Affidavit of Notice and Statement of Violation
Reviewed by General
Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Review violation and referral to General Counsel.

Background and Summary Information

Article III, Section 2 (C) (D) Condition of Property (C) Unauthorized Items. Case opened 3/29/2022. Six inspections have been performed on this property. Thirteen photos have been taken. Staff has executed an Affidavit of Notice and a Statement of violation has been sent with a photo. The property is under social membership suspension. The property was found in violation by the Violations Committee on May 13, 2022. The respondent was notified by first-class mail and certified mail.

Staff recommends that the BOT refer this violation to General Counsel 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 a lien.

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-001016

#237/ 22-001016

JANSSEN, ALEXIS LYNN

912 PECAN 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. 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 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 # 117 Lot # 18

912 PECAN CIRCLE

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Unapproved Items/ must be removed (Boxes, boards, bucket, totes, tarp, animal carrier, clothes, etc.)

DATE OF VIOLATION FIRST OBSERVED: Mar 29, 2022

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

May 02, 2022 via First Class

May 02, 2022 via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: December 05, 2022

Deed of Restrictions Staff

November 28, 2022



912 pecan unapproved items/ must be removed
Nov 22, 2022



912 Pecan Cir. Unapproved Items / Debris
May 06, 2022

**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 01:00 PM on December 08, 2022 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.

November 28, 2022

Deed of Restrictions STAFF

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-001016

#237 / 22-001016

JANSSEN, ALEXIS LYNN,

912 PECAN CIR

BAREFOOT BAY, FL 32976

Respondent(s),

RE: 912 PECAN 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 James Trevelino for the Barefoot Bay Recreation District, who after being duly sworn deposes and says:

1. That on or about the 29 day of Nov 2022 a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, certified with electronic delivery confirmation, a copy of which is attached hereto.
3. That on or about the 29 day of Nov 2022 a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this 29 day of Nov 2022.



James Trevelino, DOR Inspector

The Foregoing instrument was acknowledged before me on 29 day of Nov 2022 by James Trevelino, 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: Thursday, December 8, 2022
Title: **DOR Violation 22-001773 809 LYCHEE DRIVE**
Section & Item: 11.G.xiv
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, Kent Cichon,
Community Manager
Attachments: 22-001773 Affidavit of Notice and Statement of Violation
Reviewed by General
Counsel: No
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Review violation and referral to General Counsel.

Background and Summary Information

Article III, Section 3 (A) (B) (C) (D) (E) Vehicle Violations (Boats/Trailer/RV/Comm. Vehicles, Etc.). Case opened 6/9/2022. Four inspections have been performed on this property. Eleven photos have been taken. Staff has executed an Affidavit of Notice and a Statement of violation has been sent with a photo. The property is under social membership suspension. The respondent was notified by first-class mail and certified mail.

Staff recommends that the BOT refer this violation to General Counsel 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 a lien.

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-001773

#4798/ 22-001773

VIEIRA, JEFFREY J

809 LYCHEE 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. 3 (A) (B) (C) (D) (E) Vehicle Violations(Boats/Trailer/RV/Comm. Vehicles, Etc.)**

(A) No commercial vehicle, abandoned and/or inoperable vehicle, recreational vehicle, jet ski, boat, boat trailer, utility trailer, camper, motor home, camping trailer, truck camper, pickup truck with camper top OR any vehicle in excess of 25 feet in overall length as measured from the foremost projection thereof to the rearmost projection thereof, shall be parked on any lot, driveway, carport or common area within Barefoot Bay, except for commercial vehicles parked temporarily at a lot for the purpose of providing repair or other services to the occupant thereof, and (2) those vehicles described in subsection C of this section. (B) All vehicles described in subsection (A) of this section shall be parked in vehicle storage areas provided by the Recreation District or in such other areas outside Barefoot Bay as may be located by the owner. (C) 1. Notwithstanding any of the foregoing sub-paragraphs of this section, a recreation vehicle, boat, personal water craft, utility trailer, or boat mounted on a trailer may be parked in the driveway on a lot for purposes of cleaning, loading, unloading and preventative maintenance between the hours of 7 a.m. and 10 p.m. only. An owner may request that a vehicle be allowed to remain on a lot beyond the time-frame provided herein if extenuating circumstances exist, submitting a request to Recreation District Resident Relations in advance of said occurrence. No vehicle shall remain on a lot beyond the time-frame provide herein without obtaining approval from Recreation District Resident Relations in advance. 2: A commercial vehicle is defined for the purpose of this Document as any passenger and/or non-passenger vehicle designed, used, or maintained primarily for conduct or operation of a commercial business. Only one pick-up truck, passenger van or cargo van used for commercial purposes, which is the sole means of transportation of the occupant of the lot, must be kept in a garage or fully parked under a carport with visual buffering as may be approved by ARCC. A vehicle may not have signage, equipment or materials visible when parked. (D) Motor vehicles parked at or on a Lot shall be parked only on the concrete driveway or concrete parking area serving on such Lot. No vehicle shall be parked on any lawn, grass or landscaped area of a Lot. (E) Kayaks and canoes may be properly stored and secured at the rear of any residence.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 20 Lot # 5

809 LYCHEE DRIVE

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Trailer / Jet ski must be removed

DATE OF VIOLATION FIRST OBSERVED: Jun 09, 2022

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

June 09, 2022 via First Class

via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: December 05, 2022

Deed of Restrictions Staff

November 28, 2022



809 Lychee Trailer / Jet ski must be removed.

James Trevelino

Nov 03, 2022



809 Lychee Trailer / Jet ski must be removed.

James Trevelino

Jul 20, 2022

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

NOTICE OF HEARING

The Respondent must correct the alleged violation(s) contained in the enclosed Statement of Violation by the date set forth therein and contact the Deed of Restrictions Enforcement Officer who signed the Statement of Violation to verify such correction. If the Respondent disputes the existence of the violation(s) and wishes a hearing, notice is hereby given that a Hearing will be conducted before the Board of Trustees at **01:00 PM on December 08, 2022** at 1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida. The purpose of this Hearing will be to determine whether or not the alleged violation(s) exist.

If the violation(s) described in the Statement of Violation are corrected and then recur, or if the violations are not corrected by the time specified for correction, the case shall be presented to the Board of Trustees. Notice is hereby given that a Hearing will be conducted before the Barefoot Bay Board of Trustees at 01:00 PM on December 08, 2022 at 1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.

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

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

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November 28, 2022

Board of Trustees/Deed of Restrictions STAFF

[DOCUMENT]

[DOC_DESCRIPTION]

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 22-001773

#4798 / 22-001773

VIEIRA, JEFFREY J,
809 LYCHEE DR
BAREFOOT BAY, FL 32976

Respondent(s),

**RE: 809 LYCHEE 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 James Trevelino for the Barefoot Bay Recreation District, who after being duly sworn deposes and says:

1. That on or about the 29 day of Nov 2022 a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, rcertified with electronic delivery confirmation, a copy of which is attached hereto.
3. That on or about the 29 day of Nov 2022 a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

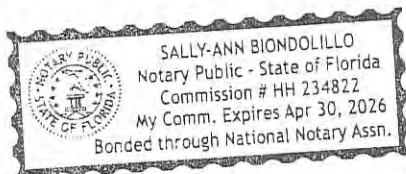
FURTHER AFFIANT SAYETH NOT.

Dated this 29 day of Nov 2022

James Trevelino

James Trevelino, DOR Inspector

The Foregoing instrument was acknowledged before me on 29 day of Nov 2022 by James Trevelino, who is personally known to me and did take an oath.



Sally-Ann Biondolillo
Notary Public
State of Florida at Large



Barefoot Bay Recreation District

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

Phone 772-664-3141
www.bbrd.org

Memo To: Board of Trustees

From: Kent A. Cichon, Community Manager

Date: December 8, 2022

Subject: Manager's Report

Resident Relations

ARCC 11/08/2022

- 13 Consent Items – approved
- 18 Other Items – 18 approved

ARCC 11/22/2022

- 3 Old Business – extensions approved
- 8 Consent Items – approved
- 35 Other Items – approved

VC Meeting 10/28/22

- 11 Cases – came into compliance prior to the meeting
- 1 Case – DOR is working with the homeowner
- 13 Cases – found to be in violation

VC Meeting 11/18/22

- 6 Cases – came into compliance prior to the meeting
- 2 Cases – found to be in violation

Food & Beverage

- The Winter Beats schedule of events is out! The Winter Beats series is a number of tribute performances from the greatest entertainers of our time. Tickets are on sale now for the January 20th combo show of Cher, Huey Lewis, and Garth Brooks. Tickets go on sale for the February 24th show featuring the 70s/80s Greatest Divas of All Time on December 20th at 9:30am in Building A. The Winter Beats schedule and ticket sale dates are posted.
- The Annual Festive Sweater contest and Christmas party is December 17th with TC and Sass on the Lake stage from 6-10pm.

Food & Beverage (continued)

- Ring in 2023 at the Lake Side of the Lounge on December 31st with DJ Terry from 8pm - 12:15am. There will be party favors and a champagne toast at midnight. A \$5 gate fee will be collected for this event.
- The Lounge and 19th Hole will close at 4pm on Friday, December 9th; 6pm on Christmas Eve; and all day on Christmas Day.

Property Services

- Hurricane Nicole
 - Secured and reopened BBRD
 - Assessed damages, including the fishing pier on US1
 - Cleaned up storm debris
 - Repaired beach walkover, fence behind the custodial office, light in the D&E Building parking lot, and tennis court light (removed another damaged light)
 - Addressed the damaged soffit on the 19th Hole and the siding issues on the Pro Shop
 - Put the RV lot fence back up and began soliciting bids for permanent repair
- Hung the aerial Christmas decorations
- Repaired the tree lights on US1
- Repaired the lights under the walkway at Pool #1
- Changed the windsocks at the tennis courts
- Changed the rope on the US1 flag poles
- Trimmed trees along Barefoot Blvd. utilizing the lift
- Made more frames for the F&B Department dinner events
- Set up and dismantled the Veterans Day event

Golf-Pro Shop

- Repairs & Maintenance
 - Golf Course and Lawn Bowl overseeding completed
 - Softball Field renovation December 19th – 21st
 - Fence repair behind ABM worksite in progress (due to Hurricane Nicole)
- Golf Course Holiday Hours
 - December 9th - Closing at 4:30pm and carts in by 4pm
 - December 24th (Christmas Eve) - Closing at 2pm and last cart out at 10am
 - December 25th (Christmas Day) - Closed
 - December 31st (New Year's Eve) - Closing at 2pm and last cart out at 10am