

Barefoot Bay Recreation District  
Regular Meeting of the Board of Trustees

Friday, April 13, 2018

1:00 PM

1225 BAREFOOT BOULEVARD, BUILDING D/E





# BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting  
Friday, April 13, 2018 at 1 P.M.  
Building D&E

## AGENDA

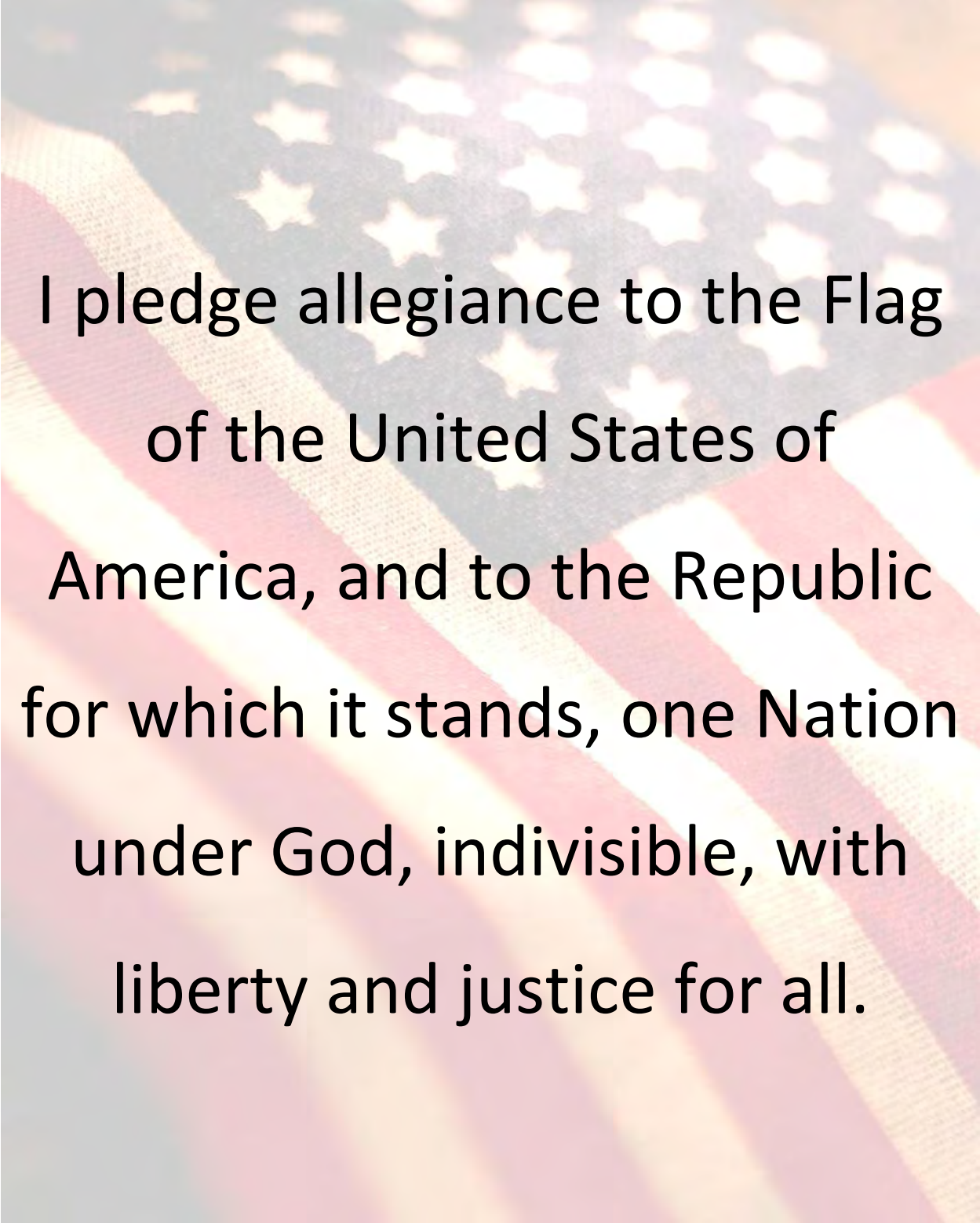
Please silence all electronic devices

1. Thought for the Day
2. Pledge of Allegiance to the Flag
3. Roll Call
4. Presentations and Proclamations
  - A. Susan Cuddie Retirement
5. Approval of Minutes
6. Treasurer's Report
7. Audience Participation
8. Unfinished Business
  - A. Assignment of Lease (2002 Restaurant)
  - B. Fireworks over the Bay
  - C. ABM Contract Extension
9. New Business
  - A. Selection of Projects to be Financed
  - B. Financing Options
  - C. Bond Counsel Contract
  - D. Community Manager and SDS Evaluations
  - E. ARCC Guidelines
  - F. ARCC Process
  - G. Unused Shuffleboard Courts (BFBHOA Request)
  - H. Seasonal Groundskeeper Positions
  - I. MS Support Group Request for Waiver of Guest Pass Requirement
10. Manager's Report
11. Attorney's Report
12. Incidental Trustee Remarks
13. Adjournment

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

# Thought of the Day





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

# Roll Call

## **Trustees**

Chairman - Mr. Lavier

1st Vice Chair - Mr. Diana

2nd Vice Chair – Mr. Wheaton

Secretary - Mr. Klosky

Treasurer - Mr. Cavaliere

## **Also Present**

General Counsel- Cliff Repperger, Jr., Esq.

Community Manager - John W. Coffey

District Clerk - Dawn Myers

# Presentations

# Approval of Minutes



# BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Regular Meeting  
March 27, 2018  
7 P.M. –Building D&E**

## **Meeting Called to Order**

The Barefoot Bay Recreation District held a Regular Meeting on March 27, 2018 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Lavier called the meeting to order at 7:00 P.M.

## **Thought for the Day**

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

## **Pledge of Allegiance to the Flag**

Led by Mr. Diana.

## **Roll Call**

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

## **Minutes**

*Mr. Diana made a motion to approve the minutes from February 27, 2018. Second by Mr. Wheaton. Motion carried unanimously.*

*Mr. Klosky made a motion to approve the minutes from March 9, 2018. Second by Mr. Diana. Motion carried unanimously*

## **Treasurer's Report**

Mr. Cavaliere read the Treasurer's Report for March 9, 2018.

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

## **Audience comment On Agenda Items**

Ms. Carol Joseph commented on the wonderful community atmosphere that is always present in Barefoot Bay but which has been very pleasantly apparent just recently due to the temporary inconvenience with the pool heaters. She thanked the residents for their positive attitude about sharing time in the other pools. While Pool 1 heater was down, some aquatic classes had to be temporarily shifted to Pool 2 or 3 in the interim and she wanted to state her gratitude for the welcoming reception from the residents that frequent those pools.

Ms. Kim Kopet requested a waiver of the \$3 non-resident fee to attend the Multiple Sclerosis Club meetings in Barefoot Bay. Mr. Coffey asked Ms. Kopett to please email him a formal statement and he will place her request on the next agenda for approval by the Board. Ms. Kopet also asked for additional



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lounge chairs to be placed in the budget for next year. She requested placement of the chairs on the upper deck by the lake as the area can become crowded during season.

## **Unfinished Business**

None brought forward

## **New Business**

### **FY 2018 – 2002 Diner Lease Assignment**

The Board heard Ms. Ninette Ierome request to transfer the 5-year lease between Mr. Ray Macht of 2002 Restaurant Sebastian, Inc. and BBRD, ending on December 31, 2019, to her as Ms. Ierome has entered into a contract to purchase all business assets from Mr. Macht. Ms. Ierome discussed her plans for improvement to the restaurant and the services she plans to offer to the residents of the Bay. She requested a 50% reduction in rent for the first 3 months so she can address the essential upgrades needed to bring the restaurant up to par.

*Mr. Klosky made a motion to approve assignment of the lease from 2002 Sebastian, Inc. and Raymond Macht to Ninette M. Ierome after staff receives a copy of the executed purchase/sale agreement between Raymond Macht and Ninette M. Ierome. Second by Mr. Diana. Motion carried unanimously.*

*Mr. Klosky made a motion to authorize modification of the lease to reflect a reduction of rent for the first 3 months of occupancy to Ms. Ninette Ierome beginning in May 2018. Second by Mr. Wheaton. Motion carried unanimously.*

### **Donation Request**

Mr. Roger Compton, President of HOA, presented a request from the HOA to donate a bulletin board in front of the 19th Hole for event and other notifications to replace and waive normal donation process so the HOA may purchase and install the item themselves. He stated that the suggestion was also approved by the HOA Board prior to presentation today. On behalf of HOA, Mr. Compton offered to donate a bulletin board to be erected in front of the 19<sup>th</sup> Hole to display events and other notifications

*Mr. Klosky made a motion to accept the donation of a bulletin board by HOA to be purchased and erected by Property Services in front of the 19<sup>th</sup> Hole. Second by Mr. Diana. Motion carried unanimously.*

Mr. Diana asked Mr. Compton about a commitment for financial support from the HOA with an expansion of the Lounge that he plans to propose. Mr. Compton stated that he would have to discuss the proposal with the HOA Board, however he is confident the HOA will assist in any way they can.

### **Confirmation of Pool#1 Heater Replacement**

Mr. Tom Roughton discussed ideas to save the heaters on the pools. He requested that the Board change the setting on the pool heaters to 80 degrees to prevent heaters burning out. He also requested that the Board purchase pool covers for the pools.

Ms. Nancy Eisele commented about setting only one pool at 85 while leaving the other two at a lower temperature so at least one pool is heated to the traditional temperature. She also commented on her ongoing recommendation for an indoor pool.



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Mr. Rich Schwatlow commented on previous discussions regarding the liability of having pool covers due to the potential for causing injury.

Due to the pool heaters being overworked by trying to maintain the traditional water temperature of 85 degrees, the heater at Pool 1 recently became inoperable. In an effort to expedite procurement of a replacement heater, Mr. Coffey approved the purchase of the recommended larger heater of 1,000,000 BTU for \$11,971.00. As the Community Manager's threshold for procurement is \$7500, Mr. Coffey requested confirmation from the Board for the procurement of the replacement heater for Pool 1.

*Mr. Diana made a motion to confirm the Community Manager's award of contract to The Gas Man in the amount of \$11,971.00 for a Pool#1 replacement heater while waiving the second quote requirement.*

*Second by Mr. Wheaton. Motion carried unanimously.*

Mr. Diana suggested adding an additional pool heater as a spare to the budget in the event of a failure we would not be waiting on a replacement.

## **Confirmation of Pool#1 Walkway Roof Replacement Change Order #1**

Mr. Coffey presented Change Order #1 from Leeward Roofing in the amount of \$8,700.00 due to extensive damage discovered after the existing roof was removed. The damage to the roof also included a poor structure consisting of drywall sheets used as subsurface material in the original construction. In an effort to keep the project moving, Mr. Coffey authorized the change order. He requested confirmation of the award for \$8700.00 to Leeward Roofing.

*Mr. Diana made a motion to confirm the approval of Change Order #1 for \$8,700.00 for the Pool #1 Walkway Re-roofing project. Second by Mr. Wheaton. Motion carried unanimously.*

## **Award of Contract of Bocce Ball and Shuffle Board Benches**

Mr. Coffey presented the award of contract request for the Bocce Ball and Shuffleboard benches as approved in the \$50,000 no match grant for the Community Center. An available budget of \$20,500.00 is available for procurement which would leave a remainder of \$9,589.17 for Bocce ball and Shuffleboard bench covers. Interestingly, the two quotes received, \$10,910.83 from Kirby Built and \$10,910.83 from Barco Products, were for the same amount but are different vendors operating out of the same building. Staff will continue to seek alternate quotes in an attempt to procure quality long lasting benches.

*Mr. Klosky made a motion to award contract for the purchase of (34) benches to Kirby Built for \$10,910.83. Second by Mr. Diana. Motion carried unanimously.*

## **Award of Contract of Bocce Ball and Shuffle Board Bench Covers**

Mr. Coffey presented the award of contract request for the Bocce Ball and Shuffleboard bench covers as approved in the \$50,000 no match grant for the Community Center. The remainder of the budget after procurement of the benches leaves \$9,589.17 to allow for 10 units with the remaining 24 units presented at a future meeting for a budget amendment approval. Staff received two quotes; Benson Outdoors \$9,399.74 for 10 units and Barco Products \$18,524.71 for 10 units.

*Mr. Diana made a motion to award contract for the purchase of 10 bench covers to Benson Outdoors for \$9,399.74. Second by Mr. Klosky. Motion carried unanimously.*



# BAREFOOT BAY RECREATION DISTRICT

## **ARCC Permitting Process Discussion**

Mr. Wheaton asked for this topic to be placed on the agenda for discussion and possible resolution. He suggested that moving forward, projects requiring in kind repairs should get reported straight to the DOR officers for approval rather than being put on the long waiting list for an approved permit through the ARC Committee. He commented on at least two instances where residents are receiving violations notices from ARCC, though they have contracts and are just waiting on the contractor to resolve the problem.

Mr. Tom Nelson member of the ARCC, stated he wanted to comment as a resident rather than a committee member on the topic. He maintained that he does not wish to see anything change, as from his perspective he does not see anyone waiting for permitting. ARCC reviews and approves permit applications weekly. He advised that residents should bring any acquired contracts to the ARCC committee so they are at least aware of the status.

Mr. Rich Armington, BBRD DOR Officer and soon-to-be Resident Relations Manager/HR Coordinator, stated that residents receive four months grace period before a warning letter is sent stating that they have ten days to respond regarding the status of their repairs. He was weary of “replacement in kind repairs” as most often repairs are not an exact change. He stated that ARCC is simply trying to maintain the integrity of Barefoot Bay not trying to make things harder for homeowners, they are trying to work with them. He recommends the residents communicate with the DOR via the Resident Relations office this way they can help direct them to get the help they need.

## **2019 Barefoot by the Lake Festival**

Mr. Coffey explained that the Barefoot by the Lake Festival Committee is discussing expanding the festival planned for next year to a Friday evening and all day Saturday event and also advertise on US-1. He recommended placement of this topic on the agenda for input and approval by the Board.

Mr. Roger Compton commented on generating more revenue by expanding the advertising outside of the Bay. He also proposed that the shuffle board vicinity slated for a future mini golf course be removed and made into a green area in an effort to provide additional grounds for events. He suggested the area behind the current HOA office as a replacement area for the proposed mini golf field.

Board discussed the costs and coordination of a 2-day festival. Mr. Klosky requested the HOA share the expenses if extending the event. Mr. Wheaton was concerned of the extra work for staff and parking required to maintain a 2-day event. Mr. Diana was in agreement that a 2-day event could be successful with more advertising.

Ms. Kathy Mendes agreed that the expenses will stay the same for the most part as all the extras will already be there and is procured at one flat rate.

*Mr. Diana made a motion to authorize the committee to start planning for a 2-day event next year. Second by Mr. Wheaton. Motion carried unanimously.*

## **Neighborhood Revitalization Program (BOT Sub-Committee) Appointment**

As part of the Neighborhood Revitalization Program Committee rules, the committee must reorganize itself when the Board reorganizes its members. Though this item was not added to the agenda at the time, staff would like the Board to approve the replacement of former Trustee Geier’s seat on the committee today.

*Mr. Klosky made a motion to maintain his and Mr. Cavaliere’s seat on the NRP Committee and approve Mr. Wheaton to replace former Trustee Geier’s seat. Second by Mr. Diana. Motion carried unanimously.*



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## 2019 Kids Swim Proposal

Mr. Rich Moran presented a proposal for a 3<sup>rd</sup> year kid's end of school pool party on May 30<sup>th</sup> at 1-4pm and an end of summer pool party on August 8<sup>th</sup> 1-4pm at Pool 1. He also asked for the dates of June 6<sup>th</sup>-August 1<sup>st</sup> at Pool 2 from 5:30-7:30pm to hold a summer splash party. He informed the Board that they will have chaperones and activities for the children. Mr. Moran asked that the Board waive the requirement for the kids to show badges at the events.

*Mr. Klosky made a motion to approve Mr. Moran's proposal to hold a Kid's Summer Splash Party at Pool 2 and two pool parties at Pool 1 as well as waive the requirement to show membership badges. Second by Mr. Diana. Motion carried unanimously*

## Fireworks over the Bay Discussion

Mr. Lavier presented a proposal to have the Food & Beverage Manager and the Property Services Manager explore the concept to provide fireworks for the residents of Barefoot Bay as part of the Sunday Street Party on July 1, 2018. Mr. Diana made a motion to proceed with exploration of this topic. Motion died for lack of second. Mr. Diana also proposed his idea to go along with the fireworks, for a golf cart parade to patriotic music on the radio. He went on to explain that an hour or hour and a half of radio time purchased by one advertiser of strictly patriotic music would not cost BBRD anything with exception of exploration of the fireworks. He explained he was once part of a community that participated in a similar activity and it was very enjoyable. Mr. Lavier asked to table this topic until the next meeting to get feedback from the absent Mr. Cavaliere who is excused from tonight's meeting.

Mr. Rich Schwatlow was in favor of the idea but suggested that the fees necessary to hold the fireworks show should be donated as the Bay has too many financial responsibilities already.

## Manager's Report

### Resident Relations

#### ARCC Updates

- The ARCC met on March 6 at 9am in the HOA office. There were 48 permits on the agenda. All permits were approved.
- The ARCC met March 13 at 8am in the HOA office to continue the review of the ARCC guidelines. The next meeting to review the Guidelines is March 27 at 8am in the HOA office.
- The ARCC met on March 20 at 9am in the HOA office. There were 39 permits on the agenda. 37 permits were approved. Two were denied.

#### Violations Committee Updates

- The Violations Committee met on March 9 at 10am. There were 19 cases on the agenda for that meeting. 6 cases came into compliance prior to the meeting. 13 cases were found in violation.
- The Violations Committee will meet on March 23 at 10am. There are 14 cases on the agenda, 5 came into compliance prior to the meeting, 8 were found in violation and one was tabled.

Badge Renewal Information – Staff began renewing badges with the new 04/2019 stickers on Monday 05Mar18, for residents who have paid their 2017 Brevard County taxes in full. The homeowners need to bring in the "Resident Badges" and "Dependent Badges" for additional residents living in their home, if you choose to have them updated. Homeowner approval is required for all updates.

The Resident Relations Office is open from 8:30am - 4:30pm Monday - Friday. To assist residents who are unable to come to the office during the week, the office will be open Saturday 07Apr18 from 9am – Noon. (3<sup>rd</sup> of 3 Saturdays).



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## Food & Beverage

- There will be an Easter brunch buffet at the 19<sup>th</sup> Hole from 8am- Noon on April 1. Tickets are not required.
- This Easter Sunday adult “Eggs-ploers” who make a purchase at the Lounge or the 19<sup>th</sup> Hole can try to find an egg and win a prize.
- In April, Street Dances return to 2 times a month typically the first and third Sundays, however, due to Easter Sunday falling on the 1<sup>st</sup>, we will hold Street Dances on the second and fourth Sundays.
- Tickets for our annual Mother’s Day brunch will go on sale at the Lounge, the 19<sup>th</sup> Hole and Resident Relations on Monday, April 16.

## Golf-Pro Shop

- Tournaments: Sign up at Pro Shop or call 664-3174 for details
  - Martini League End of Season Tournament, 31Mar18, 8:30 shotgun start
  - Ace Wright Ryder Cup, 13&14Apr18
- 31Mar18 Pro Shop will close at 3:00 pm for inventory
- 01Apr18 Easter Sunday Pro Shop closes at 2:00 p.m. Last cart out at 10am.
- The replacement VFD (gizmo that allows irrigation to run on a timer without damaging the pumps) installed March 19th.
- Course Aerification
  - Mon., 30Apr18 Back Nine and Putting Green Closed
  - Tues., 01May18 Front Nine and Driving Range Closed

## Property Services

- Finished clay installation and paint on 2 of the 4 bocce ball courts. Work on the remaining 2 is in progress.
- Repaired broken spindles and broken light switch (Vandalism) on the pier
- Repaired broken hydraulic hoses and cylinder on the backhoe. This project took us 8 hours and 4 people to attack but, had we gone through a mobile repair company it would have cost us somewhere around \$2,000 or the other option being hiring a tractor trailer to haul it somewhere for repair upwards of an additional \$1,000. Just some of the projects some folks don’t see (Picture insert)
- Received the new truck for Custodial/ Admin. sprayed in bed liner and put on BBRD stickers
- Received new sickle bar attachment for the stormwater boom mower (will allow staff to mow further down canal banks
- Changed Resident Relations Office light to energy saving LED lights.
- Installed new connector on TuTu trail that will be used as detour during construction of the New Administration Building.

## General Information

- Financing of projects:  
BBRD’s Financial Advisor, Mr. Clark Bennett will be here next month (13Apr18) regarding two agenda items.

1. A final decision on the projects to be financed (which specific projects and a total cost)
2. Discussion on how to proceed (15 year bank loan or 30 year bond).



# BAREFOOT BAY RECREATION DISTRICT

- Weir – According to our civil engineer it appears that the County owns the culverts and the District owns the structures. Observation notes taken during the dive and the diver's log show that the culverts and the connection to the structures are the probable cause. One connection was completely failed, the other was well on the way; and both culverts had rusted through. The rusted culverts caused or greatly contributed to the enlarging sink hole at the back of the weirs. Staff is currently seeking a meeting with the County to determine a way forward.
- Susan Cuddie's Farewell Gathering – Residents are invited to join staff and Trustees on Fri., 13Apr18 in Bldg. D/E from 11:30am – 12:30pm to say good-bye to Ms. Cuddie. Hors d'ourves, soda, tea and coffee (all paid for by donations) will be available buffet style.
- FY19 Working Draft Proposed Budget Update – The document will be delivered to the Trustees on Wednesday 28Mar18.
  - Paper copies of the FY19 WDPB will be available for inspection starting Thurs., 29Mar18 at the Old Administration Building and Resident Relations' Office
  - The "Homeowner's Version" is available free to all residents starting Thurs., 29Mar18 at the Old Administration Building.
  - Electronic versions of each document will be available at [www.bbrd.org](http://www.bbrd.org) on Fri., 30Mar18.



## Attorney's Report

General Counsel Repperger informed the Board that he has officially moved to his new office and will forward his new address and phone number to the Board.

## Incidental Trustee Remarks

Mr. Diana wished everyone a Happy Easter. He thanked Food and Beverage for a successful and enjoyable St. Patrick's Day celebration. Mr. Diana asked to have his final incidental remarks be recorded verbatim:

*"Mr. Chairman, fellow Trustees, it has come to my attention that at a recent neighborhood watch meeting a member of the watch group or member of their and the HOA security committee, grossly slandered this Board of Trustees politically accusing this Board of deliberately "ignoring the drug house problem in the Bay". He specifically was quoted as saying the reason we were "ignoring the drug houses in the Bay" is*



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*because one of us was reported as buying drugs behind the lounge. This person who publicly slandered this elected body of Trustees is none other than James Gallagher, who a couple of years ago, when he was serving on our own Security Committee, added the name of a private citizen to the list of sexual predators when, in fact, this person was not and is not on such a list. This Board should remember that we almost got sued in the Bay as well because of Mr. Gallagher's gross misinformation. Mr. Gallagher what proof do you have that any Trustee was seen buying drugs? What proof do you have that there are even illicit drugs?*

*It is my personal opinion that this Board should request the HOA and neighborhood watch groups remove Mr. Gallagher from any and all committees. I also ask this Board by consensus, demand a formal public apology from Mr. Gallagher, that Mr. Gallagher gets his facts straight. There are not, I repeat NOT, 31 drug houses in the Bay as being reported by Mr. Gallagher. In fact, the number is significantly less and law enforcement is aware of all of them. Mr. Gallagher despite what you profess, the crime in Barefoot Bay is significantly lower than our surrounding communities. Stop trying to scare us and scare our people with your half-truths, lies and your exaggerations. You almost got us, as a community, sued before because of your reckless actions. Mr. Gallagher, I personally sympathize with you about having a drug house down your street, but this Board of Trustees has done all we can legally do with respect to this house in question. We even did exactly as your committee asked and wrote letters to the state and the county requesting action. They declined to declare this drug house a nuisance, they neglected to take action. The last I knew we had a constitution that gave homeowners certain rights, we cannot violate those rights as elected officials. The sheriff's department routinely makes arrests, but the courts lets those arrested out with a simple slap-on-the-wrist. Mr. Gallagher, it seems to me that you see crime around every corner and due to your recent atrocious slandering of the Board, I'm asking again, this Board, for consensus that we demand a public apology from you. Failure to do so could open you up to legal action from the District."*

Mr. Roger Compton stated that the HOA does not have a security committee and has no affiliation with Mr. Gallagher on any of their committees. He did hear the same comments and was appalled. He did want to affirm that Mr. Gallagher and those comments are not associated with the HOA in any way.

Mr. Wheaton stated that he was confused at these comments as, from what he understands, they were a couple years old to the best of his knowledge.

Mr. Wheaton discussed the potential bank loan the recently approved financial advisor will be exploring for the District's proposed projects. He recommended that the Board hold a workshop to discuss the funded projects on April 3, 2018. He maintained that the Board should attempt to reduce the projects down to a workable number to present to the financial advisor. He stated that there is at least a million dollars that can be saved by reducing some of the projects that are not imperative. The Board discussed the fact that several workshops were held to discuss this topic last year. Consensus not reached.

Mr. Klosky reminded residents not to place signs in the county median as they will be removed. He wished everyone a Happy Easter.

On behalf of the Board, Mr. Lavier wished everyone a Happy Easter and safe trip to the travelers going back north.



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## **Adjournment**

The next meeting will be on Friday, April 13, 2018 at 1PM in Building D/E.  
Meeting adjourned at 8:35PM.

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Joseph Klosky, Secretary

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Dawn Myers, District Clerk

DRAFT

# Treasurer's Report

# Barefoot Bay Recreation District

## Treasurer's Report

April 13, 2018

### Cash Balances in General Fund as of 4/5/18

Petty Cash

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

### Operating Cash in Banks

MB&T Operating Account

2,813,254.29

**Total Operating Accounts:** 2,813,254.29

### Interest Bearing Accounts

BOA Money Market Account

105,653.01

SBA Reserve Account

560,675.49

**Total Interest Bearing Accounts** 666,328.50

### Total Cash Balances in General Fund:

**\$ 3,481,582.79**

### Total Daily Deposits and Assessments Rec'd for 3/21 - 4/5/2018:

Daily deposits: \$ 132,979.18

Assessments received (from County only): -

**Total Deposits Received** **\$ 132,979.18**

### Expenditures over \$5,000 for 3/21 - 4/5/2018:

Check Number	Vendor	Description	Check Amount
	Employees	Employee Salaries & Wages: 3/21/18	60,127.77
	Federal & State Payroll Taxes	Employer Tax Liabilities: 3/22/18	17,153.57
	Florida Department of Revenue	February 2018 Sales Tax - 3/21/18	18,041.31
	Employees	Employee Salaries & Wages: 4/4/18	59,605.37
	Federal & State Payroll Taxes	Employer Tax Liabilities: 4/5/18	17,234.52
49918	ADS Security, L.P.	Fire Alarm - Bldg A	18,590.73
49934	Creel Pump, Inc.	Divers and diver tender to inspect over flow structures	6,400.00
49943	Gray Robinson	Legal Fees	15,913.50
49945	Health First Health Plans	Group 119297 April 2018	17,366.66
49966	Special District Services, Inc	Management Fee - 02/2018	12,723.10
49977	US FoodService, Inc.	Inventory	7,396.40
50043	Belson Outdoors	Bench covers	9,399.74
50074	KirbyBuilt Quality Products	Benches	10,910.83

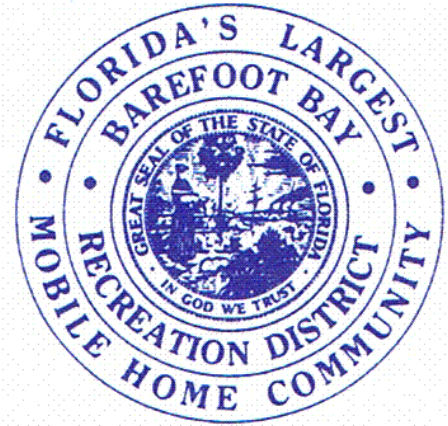
**Total Expenditures over \$5,000 for 3/21 - 4/5/2018: \$ 270,863.50**

# Audience Participation

# Unfinished Business

## Board of Trustees Meeting Agenda Memo

Date: April 13, 2018  
Title: **2002 Diner Lease Assignment Discussion**  
Section & Item: 8A  
Department: Administration: Finance Manager  
Fiscal Impact: N/A  
Contact: Frank Cavaliere, Trustee; Charles Henley, Finance Manager; and John W Coffey, Community Manager  
  
Attachments: N/A  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, Community Manager



### Requested Action by BOT

Discussion and possible direction to staff.

### Background and Summary Information

- BBRD entered into a 5 year lease agreement ending Dec. 31<sup>st</sup>, 2019 with 2002 Sebastian, Inc. and Raymond Macht on February 24<sup>th</sup>, 2015 for use of Building 1, Space 2 and a portion of Space 2 at 937 Barefoot Blvd.
- 2002 Sebastian, Inc. and Raymond Macht have been doing business as the 2002 Diner in the space leased from BBRD.
- Raymond Macht has entered into a contract to sell business assets to Ninette M. lerome on March 10<sup>th</sup>, 2018.
- Paragraph 13 of the Lease identified above allows for the assignment at the sole discretion of BBRD.
- Assignment to be executed by Chairman Lavier after receipt of the executed purchase agreement.

On 27Mar18, the BOT approved the assignment of lease from 2002 Sebastian, Inc. and Raymond Macht to Ninette M. lerome after staff receives a copy of the executed purchase/sale agreement between Raymond Macht and Ninette M. lerome with the rent portion of the May, June and July 2018 payment being cut by 50%.

Trustee Cavaliere (who was absent from the 27Mar18 meeting) asked that the agenda item be placed back on the agenda for discussion only.

## Board of Trustees Meeting Agenda Memo

Date: April 13, 2018

Title: **Fireworks over the Bay Discussion**

Section & Item: 8B

Department: Property Services: Recreation

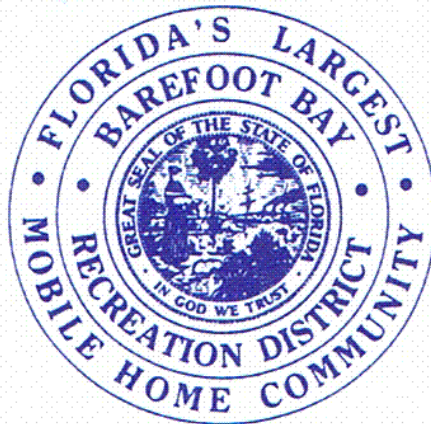
Fiscal Impact: TBD

Contact: Brian Lavier, Trustee; Matt Goetz, Property Services Manager; Kathy Mendes, Food & Beverage Manager; or John W. Coffey, Community Manager

Attachments: N/A

Reviewed by General Counsel: N/A

Approved by: John W. Coffey, Community Manager



### Requested Action by BOT

Direction to staff.

### Background and Summary Information

Trustee Lavier asked that this topic be placed on the 27Mar18 agenda for discussion. It was briefly discussed and then tabled to this meeting.

Matt Goetz, Property Services Manager and Kathy Mendes, Food & Beverage Manager were tasked to research the issue.

## Board of Trustees Meeting Agenda Memo

Date: March 09, 2018

**Title: ABM Contract Extension**

Section & Item: 8C

Department: Golf-Pro Shop and Property Services:  
Recreation Sub-Department

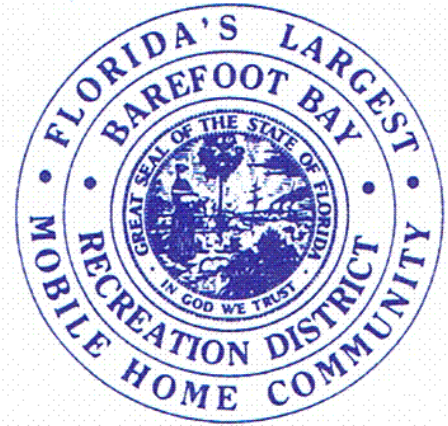
Fiscal Impact: \$478,212 in FY19

Contact: Ernie Cruz, Golf Operations Manager or  
John W. Coffey, Community Manager

Attachments: Proposed Renewal and Amended Service  
Agreement

Reviewed by  
General Counsel: Yes

Approved by: John W. Coffey, Community Manager



### Requested Action by BOT

Approval of Renewal and Amended Service Agreement with ABM and authorization for Chairman Lavier to sign said document.

### Background and Summary Information

On 12Jan18, the BOT directed staff to negotiate a possible extension to the current contract with ABM for maintenance of the Golf Course, Softball Field and Lawn Bowling Court which expires on 30Sep18.

On 09Mar18, the BOT reviewed the draft agreement and authorized General Counsel Repperger to review the document and place it on this agenda for consideration of approval.

Attached is a clean version of the document that Mr. Cruz and Mr. Hill (ABM representative) developed. Through creative win-win changes the anticipated significant cost increase for FY19 was avoided as illustrated below:

Fiscal Year	Cost	
2018	464,293.92	
2019	478,212.00	
Difference	13,918.08	or 3.00%

Proposed Changes include

1. Greens
  - a. Modification to frequency of cup location changes
  - b. Clarification of when minor damage to the turf is expected to be performed
  - c. Addition of term "needle tine" regarding aeration
  - d. Modification of range of fertilization levels
2. Areas used for tee surface
  - a. Clarification of goal of weed prevention
3. Fairways and Roughs
  - a. Clarification of mowing frequency expectations
  - b. Clarification of goal of weed prevention
  - c. Clarification of cost and responsible party for Nematode control

- d. Addition of overseeding
- 4. Landscape Areas and Clubhouse
  - a. Clarification of goal of weed prevention
  - b. Clarification of tree trimming and pruning responsibility
  - c. Clarification of clubhouse mowing frequency
- 5. Irrigation
  - a. Shift of responsibility for cost of parts from ABM to BBRD
- 6. Edging
  - a. Increase in the frequency
- 7. Drainage
  - a. Clarification of responsibilities
- 8. Supplies and Service Islands
  - a. Clarification of responsibilities for replacement of specific supplies
- 9. Lawn Bowling
  - a. Clarification of ABM's role
- 10. Softball Field
  - a. Clarification of frequency of fertilization
  - b. Clarification of overseeding requirements
  - c. Removal of roto tilling requirement (now performed by Property Services staff monthly)
  - d. Re-formatting of former H(1)C to #2.

Staff recommends the BOT approve the Renewal and Amended Service Agreement with ABM for golf course, softball field and lawn bowling maintenance services and authorize Chairman Lavier to sign the agreement.

## **RENEWAL AND AMENDED SERVICE AGREEMENT**

THIS RENEWAL AND AMENDED AGREEMENT is made and entered into on \_\_\_\_\_ by and between ABM Services, Inc. dba ABM Landscape and Golf Services ("ABM"), having an office at 5028 Tampa West Blvd., Tampa, FL 33634 and Barefoot Bay Recreation District ("Customer"), having an office at 625 Barefoot Bay Boulevard Barefoot Bay, Florida 32976-7305.

### **RECITALS**

**WHEREAS**, Customer is a mobile home recreation district in the State of Florida; and

**WHEREAS**, ABM is in the business of providing professional services of landscaping and maintenance of golf course facilities and has for the past ten (10) years provided said services to Customer; and

**WHEREAS**, Pursuant to an RFP awarded by the Board of Trustees of Customer on or about October 28, 2008, Customer and ABM executed a Service Agreement dated December 19, 2008 (Service Agreement); and

**WHEREAS**, the Service Agreement dated December 19, 2008 was for a term of five (5) years; and

**WHEREAS**, On or about October 3, 2013, ABM proposed amendment of the term, pricing structure, and scope of work performed pursuant to the Service Agreement; and

**WHEREAS**, On or about October 11, 2013, the Board of Trustees of Customer approved conceptual acceptance of the proposal submitted by ABM to Customer dated October 3, 2013 and directed preparation of an Amended Service Agreement; and

**WHEREAS**, on January 28, 2014, the Board of Trustees of Customer approved an Amended Service Agreement to replace the Service Agreement dated December 19, 2008 and any Addendums thereto in their entirety through September 30, 2018; and

**WHEREAS**, the Board of Trustees of Customer and ABM desire to renew and amend the Amended Service Agreement effective upon termination of the existing Amended Agreement on September 30, 2018 for an additional five (5) year period from October 1, 2018 through September 30, 2023 in accordance with Schedule 3 - Basic Fee (Schedule of Values); and

**WHEREAS**, it is determined to be in the mutual advantage of Customer and ABM to enter into this Renewal and Amended Service Agreement set forth herein.

**NOW, THEREFORE**, in consideration of the covenants and agreements herein contained, Customer agrees to hire ABM and ABM agrees to perform services for Customer upon the following terms and conditions:

**1. Recitals.** The above recitals are true and correct, form a material part of, and are incorporated into this Agreement.

**2. Covenant of Good Faith.** ABM and Customer agree, in each party's respective dealings with the other party to act in good faith.

**3. Scope of Services.** ABM agrees to furnish to the Customer all labor, equipment, and supplies required to perform the services as described in Schedule 1 – Scope of Services, which is specifically attached and incorporated herein by reference.

**4. Designated Location(s).** The Customer location(s) to be serviced by ABM are set forth on Schedule 2 -Designated Location(s), which is specifically attached and incorporated herein by reference.

**5. Performance.** ABM employees will be properly supervised and perform Services in a workmanlike manner in apparel suitable for the location and assigned task.

**5.1** Upon Customer's discovery of any deficiencies in service, Customer will inform ABM of such deficiencies in writing within ten (10) business days of the date of such discovery. Thereafter, ABM shall be given a reasonable period of time, as agreed to in writing by both Parties, to cure any such deficiency. Failure to cure such deficiencies within the time period agreed to by the Parties shall constitute a breach of this Agreement.

**5.2** If Customer takes exception to any Services performed or claims that ABM has failed to perform any Services, such exception or claim must be submitted to ABM within ten (10) business days of the date of the Customer's discovery of such deficiency. Otherwise, the Services in question will be deemed accepted by the Customer.

**6. Contract Contact/Notices .** ABM's and Customer's primary point of contact for all matters pertaining to ABM's and Customer's implementation of this Agreement are the individuals listed below. All notices, requests, demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or mailed registered or certified mail, return receipt requested, and postage prepaid:

If to Customer:                      John Coffey  
   Community Manager  
   Barefoot Bay Recreation District  
   625 Barefoot Bay Boulevard  
   Barefoot Bay, Florida 32976

If to ABM:                                Matthew Hill  
   Branch Manager  
   ABM Services, Inc. dba ABM Landscape and Golf Services  
   912 Avenida Central  
   The Villages, Florida 32159

or to such other addresses as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective on receipt by the other party.

**7. Service Fees.** The Customer agrees to pay ABM the fees set forth on appended Schedule 3 - Basic Fee, which is specifically attached and incorporated herein by reference, plus applicable sales tax, if any. ABM recognizes that as a political subdivision of the State of Florida, Customer qualifies for State of Florida sales tax exemption. Wherever permissible by Florida Law, in accordance with Chapter 212, Florida Statutes, ABM agrees to utilize Customer's sales tax exemption in the purchase of goods or services on behalf of Customer in the performance of the Scope of Services under this Agreement.

**7.1** All work over and above the Services set forth on Schedule 1 will be performed at the Customer's request and will be charged to Customer in accordance with Schedule 3.1 - Additional Services at ABM's then-current hourly rates, as applicable.

**7.2** Schedule 3 – Notwithstanding anything to the contrary, basic Fee does not include the costs of extraordinary measures required by the Local, State or Federal government, such as increased security clearances or governmental mandates affecting the ecosystem. Service Fees are subject to escalation in the event of governmental mandates or other increases beyond the reasonable control of ABM impacting designated locations where ABM is providing services.

**8. Basic Service Fee Increases.** Schedule 3 - Basic Fee will be adjusted at the beginning of the third, fourth, and fifth years of this Agreement in an amount equal to the CPI, not to exceed 3% increase in annual price in any given succeeding year. All applicable increases are reflected in Schedule 3 - Basic Fee.

**9. Payment.** Invoices are payable upon receipt and are due thirty (30) days from the date of invoice.

**9.1** Customer specifically agrees to pay all invoices for services rendered by ABM within thirty (30) days.

**9.2** If any balance remains outstanding for more than forty-five (45) days, ABM may terminate this Agreement effective upon ten (10) days written notice to Customer.

**9.3** Customer agrees to pay all costs, including reasonable attorney's fees and expenses, incurred by ABM in collecting overdue balances outstanding for greater than fifteen (15) days past the due date.

**10. Term and Termination.** This Agreement will be effective from October 1, 2018 ["Effective Date"] to September 30, 2023 ["Termination Date"]. Either party may terminate this Agreement earlier than the Termination Date at any time, for any reason whatsoever, by providing the other party with ninety (90) days prior written notice prior to the effective date of such early termination. In the event that Customer gives notice of such early termination,

Customer shall be obligated to pay ABM for all services rendered through such ninety (90) day period. In the event that ABM gives notice of such early termination, Customer shall have the option of allowing ABM to provide services for the full ninety (90) day notice period or having ABM cease providing services sooner than the ninety (90) day notice period. In the event that Customer directs ABM to cease providing services sooner than the ninety (90) day notice period, Customer shall only be obligated to pay ABM for services rendered through the last date of such services being rendered.

**11. Indemnification.** Each party, to the extent permitted by law, will indemnify, defend and hold harmless the other party, its affiliates, and all of their directors, officers, employees, agents and representatives from and against all claims, liabilities, damages, losses or expenses to the extent arising out of any negligence, willful misconduct, breach of contract or violation of law for which the indemnifying party, its employees, agents, subcontractors, or assigns in the performance of work under this Agreement is at fault. In the event the parties are jointly at fault, each party will indemnify the other in proportion to its relative fault. As part of this indemnification, the indemnifying party agrees to pay, on behalf of the non-indemnifying party, the cost of the non-indemnifying party's legal defense as may be selected by the non-indemnifying party for all claims described in this paragraph. Such payment on behalf of the non-indemnifying party shall be in addition to any and all legal remedies available to the non-indemnifying party and shall not be considered to be the non-indemnifying party's exclusive remedy. In agreeing to this provision, the Customer does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge that specific consideration has been exchanged for this provision.

**11.1** Each party agrees to notify the other as soon as reasonably possible of any personal injury or property damage occurring at Customer's property of which either is aware relating to actual or alleged potential liability to either party and to cooperate one with the other with respect to any investigation of the incident/accident.

**12. Insurance.** Subject to applicable deductibles and self-insured retentions, which are the obligation of ABM to satisfy in full, ABM will maintain, at ABM's expense, with a reputable insurance company, statutory workers' compensation insurance and employer's liability insurance in the amount of \$500,000 for each occurrence and combined single limit liability insurance with limits of at least \$2,000,000 per occurrence for bodily injury and property damage which can be a combination of primary and excess coverage's. If requested, ABM will provide Customer with a Certificate of Insurance evidencing such coverage. ABM naming of Customer and Customer's Designated Parties as additional insured under its insurance policies pursuant to this contract shall in no event be construed for any purpose so as to make ABM or its insurer liable for the acts or omissions of the Customer and Customer's Designated Parties or any third party.

**13. Effect of Termination.** Termination of this Agreement will not release Customer from the obligation to pay any sums otherwise due to ABM or operate to discharge any liability which has been incurred by Customer or by ABM prior to the effective date of such termination. Any

such obligations including, but not limited to, those involving payment and/or indemnification arising under the provisions of this Agreement shall survive termination of this Agreement

**14. Parties' Relationship.** This Agreement is not intended to create and will not be construed as creating between ABM and Customer the relationship of principal and agent, joint ventures, co-partners, or any other similar relationship, the existence of which is expressly denied, nor will ABM be considered in any sense an affiliate or subsidiary of the Customer. The relationship between the parties will be that of independent contractor and Customer, and not of employer-employee.

**15. Employment Taxes.** ABM will be responsible for all payroll taxes and payments required under employment insurance laws with respect to employees of ABM performing under this Agreement.

**16. Sales and Use Taxes.** Unless Customer provides ABM with a current and valid tax certificate of exemption as referenced above in Section 7 of this Agreement, Customer is responsible for any sales or use taxes upon the compensation paid by Customer for products delivered or services provided to Customer under this Agreement. ABM will itemize sales or use taxes separately on ABM's invoices and will be responsible for remitting the taxes to the tax authority. ABM is responsible for all other taxes, duties and fees.

**17. Employee Performance.** It will be the responsibility of Customer to notify ABM of any report received by Customer that any ABM employee is incompetent, unfit, and disorderly or is using profane or abusive language to any person. ABM agrees to discharge any such employee from working on Customer's Designated Location and, to the extent permitted by law and any applicable collective bargaining agreement, will not reemploy any such person on Customer's Designated Location without the express written consent of Customer.

**18. Employee Non-solicitation.** The Customer will not, while this Agreement is in effect and for at least one (1) year after the termination of this Agreement, directly or indirectly, employ, hire or engage any person who is or was a superintendent or assistant superintendent of ABM.

**19. Equipment & Supplies.** Except as otherwise set forth on Schedule 4 to this Agreement, which is specifically attached and incorporated herein by reference, all equipment and supplies to be used in performing ABM Services will be provided by ABM at ABM's cost and expense.

**19.1** If ABM is using chemical products to perform Services pursuant to this Agreement, ABM will conform with OSHA's Hazardous Communication Standard and comply with any and all similar federal, state, and/or local laws and regulations relative to any equipment, materials, or supplies brought onto Customer's Designated Location(s).

**19.2** ABM will provide Customer with Material Safety Data Sheets for materials used or stored at Customer's Designated Location(s).

**19.3** Customer acknowledges that all equipment, except as otherwise provided on Schedule 4 to this Agreement, and unused materials are the property of ABM.

**19.4** Upon the expiration or termination of this Agreement, ABM will remove ABM's equipment and supplies from Customer's Designated Location(s) within a reasonable time as agreed to by the parties.

**19.5** Customer will provide access to all necessary utilities including electric and water to enable ABM to perform the Services.

**20. Natural Disasters and Water Restriction.** ABM will be proactive in the event of Hurricanes, Wind Storms and/or other acts of God. ABM Project Supervisors will communicate with Customer Management prior to any known event and will be on property within 24 hours immediately following, if reasonably possible. For crews other than maintenance, ABM has established pricing (Schedule 5- Natural Disasters, which is specifically attached and incorporated herein by reference) for the use of ABM's local based personnel and equipment during the terms of this Agreement, should Customer employ these services for natural disaster renovation and/or clean up services. Drought is likely to occur in every part of Florida at one time or another. ABM will proactively seek out and address areas of turf and plants showing signs of drought related stress and work to make sure the irrigation system(s) is operating to its maximum capacity. However, ABM will not be responsible for or have any liability for damage to or dead plant material and/or turf resulting from the lack of natural rainfall or mandated watering restrictions. These actions shall be considered an "Act of God"

**21. Legal Obligation Compliance.** Customer will keep, or cause to keep, the Designated Location(s) in conformity with all applicable federal, state, or local laws, ordinances, and regulations and agrees to indemnify ABM and hold ABM harmless for any loss or injury relating to or arising out of Customer's failure to abide by the terms of this Section.

**22. Governing Law, Venue and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Any action or legal proceedings to enforce this Agreement or any of its terms, or for indemnification, shall be exclusively brought and prosecuted in an appropriate court of jurisdiction in and for Brevard County, Florida, and the parties to this Agreement consent to the personal jurisdiction and venue of such courts and to the service of process by any manner provided by Florida law. In the event that any legal or equitable action is brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing of such action.

**23. Transferability.** This Agreement will be binding upon and will inure to the benefit of any corporation, or other legal entity with which ABM may be merged or consolidated, or ABM's successors to or assignee of the total assets which relate to this Agreement. Other than provided in the preceding sentence, neither party may sell, assign, transfer or delegate this contract or any rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other party, which consent will not be unreasonably withheld.

**24. Entire Agreement/Modification.** All understanding and agreements between the parties are merged into and are contained in this Amended Service Agreement, and this Amended Service Agreement, and the attached and incorporated Schedules and Exhibits, fully and completely expresses the agreement between the parties with respect to the services to be provided as described on Schedule 1. Upon the Effective Date of this Amended Services Agreement, any prior Agreements, Addendums, and/or Amendments between the parties shall be deemed to have been superseded and replaced entirely by this Amended Service Agreement. The provisions of any such prior Agreements, Addenda, and/or Amendments shall survive only to the extent that have been expressly provided for in said prior Agreements, Addenda, and/or Amendments. This Amended Service Agreement may not be amended or modified unless by the mutual consent of all of the parties hereto in writing. All amendments or modifications shall be attached to this Amended Service Agreement and made a part thereof.

**25. Severability.** This Agreement shall be construed to be valid and enforceable to the fullest extent allowed by applicable law. The invalidity or unenforceability of any term, sentence, or provision of this Agreement shall not affect the validity or enforceability of any other term, sentence or provision of this Agreement, which shall remain in full force and effect.

**26. Authorization.** The individuals signing this Agreement for ABM and the Customer represent and warrant that they are duly authorized, and the performance of ABM's and the Customer's obligations have been duly authorized and that this Agreement is a valid and legal agreement binding on ABM and the Customer and enforceable according to its terms.

**27. Public Records.** All documents, maps, drawings, data and worksheets prepared by Contractor for Customer under this Agreement shall be deemed public records pursuant to Section 24 (a) of Article I of the State Constitution and/or Chapter 119, Florida Statutes and shall be maintained as public records by Contractor pursuant to the requirements of Section 24(a) of Article I of the State Constitution and/or Chapter 119, Florida Statutes.

**28. Permits, Approvals, and Licenses.** Contractor agrees to be solely responsible for applying for and obtaining any and all required permitting from any local, State, or Federal governmental entity necessary to perform and complete the Scope of Services provided for in Schedule 1. Contractor specifically agrees to maintain any and all appropriate local, State, and/or Federal licenses necessary to perform work as outlined in the Scope of Services provided for in Schedule 1.

**29. Non-Discrimination.** Contractor is prohibited from discriminating against any employee performing services pursuant to the Scope of Services provided in Schedule I of this Agreement because of race, creed, national origin, sex, or age with regard to, but not limited to, employment practices, rates of pay, or other compensation methods and/or training selection.

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

ABM Services, Inc. dba ABM Landscape and Golf Services ("ABM")

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

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

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

Title: \_\_\_\_\_

Barefoot Bay Recreation District ("Customer")

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

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

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

Title: \_\_\_\_\_

## Schedule 1 – Scope of Services

### **Golf Maintenance Service Specifications**

#### **Customer is responsible for:**

Utilities (Electric, Water, Sewer, Trash Pick-up)  
Tree Removal  
Consultant Fees  
Capital improvements  
Irrigation pump and motor repair or replacement  
Provide storage space for equipment and supplies

#### **ABM is responsible for:**

Securing all equipment needed to care for the course. This includes providing any and all equipment that will need to be replaced during the term of this Agreement. (See Schedule 4)

The cost of all equipment maintenance except to the extent that such maintenance is caused by the negligence, misconduct, or other fault of Customer, its agents, or employees. (See Schedule 4)

ABM will provide the labor necessary to perform Golf Maintenance Service Specifications throughout the year. This may vary depending on seasons and specification requirements.

#### **Golf Course Maintenance Guidelines:**

##### **Greens (Including Practice Greens)**

- A. Mowing: Greens mowed daily ranging from .150" to .250", varying mowing directions daily.
- B. Change cup locations 4 times a week and as needed for tournaments and events. With Golf Operations Manager approval, weather and turf conditions may result in less changes per week.
- C. Repair ball marks, divots, or any other damaged turf on all greens daily. Damage to greens incurred after hours will be repaired immediately the next day.
- D. Core aerify all greens three times each summer. Holes will be on 2" centers and at least 4" deep.
- E. Top dress greens after aerification and as needed to maintain a smooth putting surface.
- F. Light verticutting of all greens every 3 weeks as needed or as needed from May through September to control mat and thatch build-up and stimulate optimum turf growth.
- G. Spike or needle tine greens at least 1 time per month during the non-growing season.
- H. Fertilization – Analysis and quantity shall be based on bi-annual spring and fall chemical soil analysis results to determine specific requirements. Only fertilizer specifically formulated for putting greens shall be applied, utilizing a combination of slow and quick release granular formulations. Greens shall receive ~~16-24~~ 12-24 pounds of actual

nitrogen per 1000 square feet per year. Additionally, foliar applications will be used to enhance color. Weak and high traffic areas will receive additional fertilizations.

- I. Fungicide – Appropriate fungicide applications will be made when weather conditions favor the develop of a fungal infestation.
- J. Pre-emergent chemicals – shall be used in the appropriate amounts and appropriate times to prevent intrusion into the greens of weeds difficult to eradicate.
- K. Weed control – All greens shall be maintained free of foreign grasses and weeds to the extent that it is currently possible with modern cultural practices.
- L. Insecticide – All greens shall be treated as required to control insect activity and prevent damage to the turf.
- M. Overseeding – All greens areas may be overseeded each fall with an appropriate rate of *Poa trivialis* or owner's preferred seed species. Proper cultural practices will be implemented before and after application to ensure successful germination of the seed.

**Areas used for tee surface:**

- A. All areas shall be mowed to a height ranging from .375" to .650"; no less than 3 times per week.
- B. All tees shall be top-dressed a minimum of 3 times each summer with daily divot repair.
- C. Tee markers shall be moved daily during the season. Litter containers shall be emptied daily. Ball washers shall be checked daily. They will be drained filled with clean water and a cleaning solution as needed. Clean towels will be supplied.
- D. Tees shall be kept 90% weed-free to the extent it is currently possible using modern cultural practices.
- E. All tees shall be vertically mowed as necessary to provide the best possible playing conditions.
- F. All tees shall be core aerified a minimum of twice each summer.
- G. All tees shall be fertilized at a rate of 6-12 lbs of nitrogen per 1000 feet on an annual basis. Bi-annual (spring and fall) soil analysis shall be utilized to determine other specific nutritional requirements. Shaded teeing areas will be placed on a supplemental program to ensure proper vigor.
- H. All tees shall be overseeded with perennial ryegrass at an appropriate rate.
- I. All tees will be treated to control insect activity. The appropriate insecticide will be used to control mole crickets and worms.

**Fairways and Roughs** (all areas of play other than tees, greens, and natural growth areas):

- A. All fairways shall be mowed a minimum of 3 times per week between .500" to .750" during the growing season. All rough areas shall be mowed at least 1 time per week or at a frequency to maintain a maximum height of two (2) inches. Saturated areas may be skipped to prevent rutting.
- B. All fairways and roughs will be aerified at least 2 times during the summer. Aerification holes shall not be more than 4" off center or be of a diameter less than ½ inch with a minimum penetration of 2 inches. Supplemental aerification will be conducted in high impact areas where there is heavy traffic.

- C. All fairways shall be fertilized with ~~2-8~~ 6 lbs of nitrogen per 1000 square feet on an annual basis. Roughs will receive 2-4 lbs. of nitrogen on an annual basis. Soil analysis results (spring and fall) shall be used to determine supplemental nutritional requirements and amendments. High traffic areas, weak areas, and bunker faces will receive supplemental fertilizations as needed to correct deficiencies.
- D. Fairways will be kept weed free to an extent of at least ~~98%~~ 90% of the area by the proper application of approved herbicides. Pre-emergent and post-emergent will be used on trouble areas.
- E. Fairways and roughs will be treated to control insect activity. The appropriate insecticides will be used to control mole crickets, worms, ~~and nematodes~~. Due to the uncertain nature of Nematodes and the products to control them, all testing and decision making in regards to damage and control of nematodes with Nematicides will be discussed between ABM and the Owner. All control products will be approved by and paid for by the Owner.
- F. Overseeding  
Fairways shall be overseeded each fall with 300 pounds of Perineal Ryegrass per Acre.

#### **Out of play areas:**

Out of play areas will be mowed at least 1 time per month during the growing season. The grass will be kept under 4 inches at all times.

#### **Landscape Areas and Clubhouse:**

All areas within perimeter of operations planted with ornamental plants, not intended for golf play and having a definable border.

- A. The golf course area shall be policed and maintained free of trash and debris such as paper, drinking cans, bottles, and grass clippings.
- B. All plant beds and tree rings shall be maintained 90% free of weeds or grass to the extent it is possible with either mechanical or chemical means.
- C. Plant material ~~45~~ 12 feet tall or less (trees, shrubbery, and ground covering) shall be trimmed as necessary to provide for good appearance, protection from wind, and insect damage. Other trees will be pruned, as necessary, up to a height of ~~45~~ 12 feet. Palm pruning is not included in this agreement but may be selectively pruned to minimize fallen wind debris.
- D. Clubhouse area will be mowed a minimum of once weekly.
- E. Installation of new ornamental plants and annual plants are not included, except where needed to replace plants that died or become unmanageable.

#### **Irrigation:**

All equipment required to irrigate all areas of the golf course and clubhouse grounds.

- A. ~~Repair or replace all heads, valves, controllers, wiring, and pipe as needed to maintain the proper operation of the golf course irrigation system (including greens, tees, fairways, and roughs) down stream of the valve on an ongoing basis. ABM shall be responsible for labor on normal repair of all sprinkler heads, valves, wiring, pipe and controllers downstream of the pump station. The Owner will be responsible for all parts cost. Any damage caused by ABM will be repaired by ABM at no expense to the Owner.~~
- B. The irrigation pump station shall be monitored and inspected on a regular basis. Routine greasing, packing, and gland adjustments will be performed. Service to the pumps, motors, valves, and control panels shall be performed by a qualified pump service company at the expense of Customer. ABM will provide service reports. In the event replacement of the pumps and / or pump station components becomes necessary for the delivery of irrigation water, such replacement will be at the expense of Customer.
- C. ABM will not be responsible for acts of nature or vandalism.

### **Edging:**

Edging of trees, sprinklers, valve boxes, meter boxes, backflow preventer, etc., shall be done as needed to ensure no obstruction of play from growth around these items. Edging of cart paths will be performed ~~four~~ six times per year and more frequently in high profile areas.

### **Sand Traps:**

Greenside bunkers shall be raked a minimum of five times per week during peak season and three times per week during the off-season. Daily inspection of the bunkers will include hand raking obvious footprints left unraked by golfers. All bunkers shall be edged a minimum of six times per year to maintain a neat and orderly appearance. The cost of replacement sand shall be the responsibility of Customer. The installation of new sand will be the responsibility of ABM

### **Construction and Remodeling:**

Any change in the physical appearance of any area of the golf course such as addition or removal of sand traps, addition or removal of any hazards (water, trees, native vegetation), and the addition of drainage lines, or the modification of any portion of the golf course or the buildings must be approved by and paid for by Customer.

### **Trash Removal:**

Domestic trash removal will be at the expense of ~~ABM~~ the Owner. Other items, such as grass clippings, tree limbs, and other organic debris will be deposited in a separate container for weekly pickup. Removal of debris that is above and beyond normal will be the responsibility of Customer.

**Drainage:**

ABM shall not be responsible for drainage problems, which may develop as a result of an act of nature. Improvements to the drainage system on the golf course will be performed under a separate agreement. ~~Normal maintenance of the existing drainage system will be the responsibility of ABM.~~ Edging and flushing of the existing drainage system will be the responsibility of ABM.

**Lakes:**

ABM will maintain the grass to the water's edge on lakes and drainage areas. Aquatic maintenance of the lakes will be the responsibility of ABM either by doing it in house or by subcontracting it to an aquatic maintenance company.

**Golf course Supplies and Service Islands:**

ABM will be responsible for the replacement of all flags, flagpoles, and cups as needed for a maximum of two change outs per year. ABM will be responsible for repairs of ball washers, tee markers, and water coolers (un-electric). All ball washer towels ~~and trap rakes~~ will be replaced as necessary. ABM will be responsible for replacing trap racks damaged by their personnel. ABM will not be responsible for damage caused by vandalism, acts of God, or theft. Any supplies damaged by ABM will be replaced by ABM.

**Lawn Bowling:**

ABM will agree to maintain the lawn bowling area. This includes mowing a minimum of twice weekly, fertilizing, aerating, and pesticide applications. This also includes irrigation repair except for pumps and controllers.

## **BALLFIELD MAINTENANCE SPECIFICATIONS**

### **Barefoot Bay Softball Field**

#### **I. FIELD MAINTENANCE**

##### **A. Mowing**

1. Field shall be mowed up to two (2) times per week depending on growing conditions. The practice of alternating mower patterns shall be followed; height of cut may be between 7/8" and 1 1/4". The area outside of the playing field shall be mowed one (1) time per week.
2. Weed eat along fence area once a week
3. Edge infield two (2) times a month

##### **B. Aerification**

1. Field shall be aerated once per year using appropriate equipment with the minimum of interference to play.

##### **C. Vericutting**

1. Vertical mowing shall be scheduled a minimum of two (2) times per year as conditions warrant to maintain an acceptable thatch level.

##### **D. Fertilization**

1. Type of materials and analysis shall be determined from results of soil nutrient level testing and adhering to the Florida Best Management Practices guidelines. Under normal conditions, one (1) pound of actual nitrogen per 1000 square feet may be applied ~~eight (8)~~ six (6) times a year. Typically, slow release type materials may be utilized. Soil tests shall be taken at least one (1) time per year.

##### **E. Weed Control**

1. Shall be accomplished by a semi-annual application of pre-emergent herbicides. Spot treatment with post-emergent herbicides shall be performed each month.

##### **F. Insect and Disease Control**

1. Applications of pesticides shall be carried out on a curative “as needed” basis. IPM (integrated pest management) program will govern rates and timing of applications.

#### G. Overseeding

1. Perennial Rye grass shall be applied at a rate of 150 pounds per acre and should be done when climatic conditions are favorable for germination and growth. Renovating may be done prior to seeding. Mowing heights may be set at higher cuts for the initial period. Downward height adjustment shall be done as necessary during the initial growth period. ~~Additional seeding based on wear and appearance should be done as necessary.~~

#### H. ~~Roto-Tilling~~

- ~~1. Infields shall be roto-tilled 3”-4” deep, laser leveled to proper % of slope during off-season.~~
  - ~~a. Rake infields five times per week (Monday through Friday)~~
  - ~~b. Brush clay back on infield once every week~~
- ~~2. €~~ Lining fields with paint and chalk will be done by others

Schedule 2 - Designated Location(s)

Facilities identified in Schedule 1 maintained by Barefoot Bay Recreation District, 625 Barefoot Boulevard Barefoot Bay, Florida 32976-7305

### Schedule 3 - Basic Fee (Schedule of Values)

The Customer agrees to pay ABM within thirty (30) days of each invoice (net 30) during the term of the Amended Service Agreement for the Services rendered by ABM during such invoice period.

The monthly and annual total fees charged by ABM to Customer for the performance of the Scope of Services outlined on Schedule 1 of this Amended Service Agreement is as follows:

	<u>Monthly</u>	<u>Annual Total</u>
<del>January 1, 2014 – September 30, 2014</del>	<del>\$37,493</del>	<del>\$337,437</del>
<del>October 1, 2018 – September 30, 2019</del>	<del>\$39,851</del>	<del>\$478,212</del>
<del>October 1, 2014 – September 30, 2015</del>	<del>\$37,493</del>	<del>\$449,916</del>
<del>October 1, 2019 – September 30, 2020</del>	(Prior Annual Total Amount Adjusted for CPI increase, not to exceed 3%)	
October 1, 2015 – September 30, 2016	(Prior Annual Total Amount Adjusted for CPI increase, not to exceed 3%)	
October 1, 2016 – September 30, 2017	(Prior Annual Total Amount Adjusted for CPI increase, not to exceed 3%)	
October 1, 2017 – September 30, 2018	(Prior Annual Total Amount Adjusted for CPI increase, not to exceed 3%)	

~~\*Amount represents 9 month initial period.~~

ABM WILL ITEMIZE SALES OR USE TAXES SEPARATELY ON CUSTOMER'S INVOICES. THE BASIC FEE EXCLUDES APPLICABLE SALES AND USE TAXES. CUSTOMER IS RESPONSIBLE FOR ANY SALES OR USE TAXES FOR PRODUCTS DELIVERED OR SERVICES PROVIDED BY ABM.

### Schedule 3.1 - Additional Services

Should the customer request additional services not provided for in Schedule 1 to this Service Agreement, ABM Landscape & Golf Services, Inc will provide the Customer with a detailed proposal for all such work requested. A break down of pricing for such additional services will be provided as part of said detailed proposal.

#### Schedule 4 - Equipment

Provision of any and all equipment (including maintenance, repair, and/or replacement of the same) used to perform the Scope of Services pursuant to Schedule 1 of this Amended Service Agreement shall be the sole responsibility and expense of ABM. Ownership in such equipment shall remain with ABM, which shall be entitled to retain said equipment at the termination of this Agreement. Such equipment may be stored on the property of Customer during the term of this Agreement at the written direction of Customer. ABM equipment stored on the property of Customer may be only such equipment utilized for the provision of services pursuant to this Amended Service Agreement.

~~In the provision of the Scope of Services provided in Schedule 1 of this Amended Service Agreement, ABM shall be entitled to use the following equipment owned by Customer:~~

- ~~1. Toro Multi Pro 1250 Spray Rig~~
- ~~2. Toro 3500 D~~
- ~~3. New Holland Tractor~~

~~ABM may utilize the above equipment and any other equipment that is currently owned by Customer, if approved by Customer in writing. Any equipment owned by Customer, but used by ABM in the performance of the Scope of Services pursuant to Schedule 1 of this Amended Service Agreement, shall remain property of Customer throughout the full duration and after termination of this Agreement. Any equipment owned by Customer may be used by ABM solely for the purposes of providing services pursuant to this Agreement and for no other purpose.~~

~~ABM shall be solely responsible for any and all maintenance, repair, and/or replacement costs for any equipment owned by Customer and utilized by ABM to provide the Scope of Services pursuant to Schedule 1 under the term of this Agreement, except to the extent that such costs for maintenance, repair, and/or replacement is caused by the negligence, misconduct, or other fault of Customer, its agents, or employees.~~

~~Customer may, at its complete and sole discretion, utilize any and all equipment owned by Customer, for purposes that are unrelated to services provided by ABM pursuant to this Agreement. In the event that Customer utilizes said equipment for any purpose unrelated to services provided by ABM pursuant to this Agreement, Customer shall be responsible for the maintenance of said equipment during the period of use which is unrelated to the use of said equipment by ABM pursuant to the terms of this Agreement.~~

## Schedule 5 - Natural Disasters

### Natural Disaster Renovation & Clean Up Services

ABM Landscape & Golf Services, Inc. has established the following pricing for the use of ABM's Barefoot Bay personnel and equipment during this Agreement, should Customer employ these services for natural disaster renovation and/or clean up.

#### GENERAL CLEAN UP

Dump Truck with 3 Man Crew (Each additional crew member)

\$125.00 per hour plus dumping fees.

\$35.00 per hour.

#### ARBORCARE

Bucket Truck with 3 Man Crew

Box Truck & Chipper with 3 Man Crew (Each additional crew member)

\$225.00 per hour. \$195.00 per hour.

\$35.00 per hour.

#### SMALL TRACTOR WORK Bobcat with Operator

(Each additional crew member)

\$135.00 per hour + materials if staking trees.

\$35.00 per hour.

#### IRRIGATION Repair & Retrofit Irrigation Technician Irrigation Helper

\$45.00 per hour + parts and supplies. \$35.00 per hour + parts and supplies.

The established pricing above are also available for all time and material services in lieu of a lump sum proposal.

\* It is understood the above established pricing is for current in-house local Division Office equipment and personnel. Should the need arise and the Customer requests services that will require rental equipment, sub-contractors or ABM personnel from outside our local Division, ABM will assess the requirements and notify Customer as to lump sum pricing within a written proposal prior to commencing work.

THE BASIC FEE EXCLUDES APPLICABLE SALES AND USE TAXES. CUSTOMER IS RESPONSIBLE FOR ANY SALES OR USE TAXES FOR PRODUCTS DELIVERED OR SERVICES PROVIDED BY ABM TO CUSTOMER UNDER THIS AGREEMENT. ABM WILL ITEMIZE SALES OR USE TAXES SEPARATELY ON CUSTOMER'S INVOICES.

# New Business

## Board of Trustees Meeting Agenda Memo

Date: April 13, 2018

Title: **Selection of Projects to be Financed**

Section & Item: 9A

Department: R&M/Capital

Fiscal Impact: TBD

Contact: Matt Goetz, Property Services Manager  
or John W. Coffey, Community Manager

Attachments: List of projects developed by BOT in 2017 and lost of projects within the Proposed 2018 Bond Projects Fund

Reviewed by  
General Counsel: N/A

Approved by: John W. Coffey, Community Manager



### Requested Action by BOT

Review and selection of projects and total costs to be financed.

### Background and Summary Information

At a 17Oct17 workshop, the BOT culled the list of projects to be considered for financing to 31 projects with an estimated cost of \$8,847,771.

At a 30Nov17 workshop, the BOT further culled the list of projects to 26 projects estimated to cost \$8,230,661.

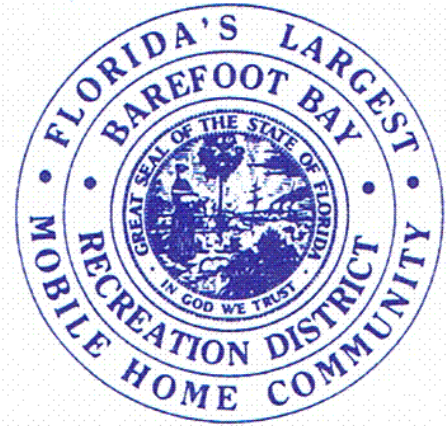
At the 30Jan18 Workshop, the BOT reviewed the FY19-23 5yrFM&CIP. To keep BBRD on track with the BOT approved FY19 Budget preparation calendar schedule, the Community Manager was required to make some modifications to the list refined by the BOT on 30Nov17 to make both the General Fund and Proposed 2018 Bond Projects Fund financially feasible over the FY19-23 5yrFM&CIP. Said changes resulted in the Proposed 2018 Bond Projects Fund containing only 21 projects, a partial reimbursement to the General Fund for 66% of anticipated FY18 Replacement Administration Building project costs and anticipated debt issuances costs. Total cost for the Proposed 2018 Bond Projects Fund is projected at \$9,721,000. The BOT did not make any changes to the Proposed 2018 Bond Projects Fund FY19-23 5yrFM&CIP at the 30Jan18 workshop.

Subsequently on 28Mar18, the Community Manager distributed the FY19 Working Draft Proposed Budget which contained the above list of 21 projects at a cost of \$9,390,135 plus issuance cost and contingency. The BOT needs to formally adopt a list of projects for BBRD's Financial Advisor to proceed. Afterwards staff will work with BBRD's engineer of record to finalize the Engineering Report needed for financing. Minor adjustments to the individual project costs may occur at that point due to the need to clarify certain costs the engineers previously excluded from the Rough Order of Magnitude (RoM) cost estimates.

Staff requests the BOT formally adopt one of the two lists attached or adopt a different list of projects.

## Board of Trustees Meeting Agenda Memo

Date: April 13, 2018  
**Title: Financing Options**  
Section & Item: 9B  
Department: R&M/Capital  
Fiscal Impact: TBD  
Contact: Clark Bennett, BBRD Financial Advisor,  
or John W. Coffey, Community Manager  
Attachments: N/A  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, Community Manager



### Requested Action by BOT

Direction to Mr. Bennett regarding which financing method BBRD should pursue.

### Background and Summary Information

On 27Feb18, the BOT hired Mr. Clark Bennett of Spectrum Municipal Services, Inc. as BBRD's official financial advisor for the purposes of financing specific projects. During the previous agenda item, the BOT selected the list of projects to pursue for financing.

Mr. Bennett will be at this meeting to present options and advice regarding how BBRD should proceed.

Staff requests direction from the BOT regarding this matter.

## Projects Identified by BOT for Financing (at 30Nov17)

Project	Revised Estimate	RoM Cost Estimate	notes
1 Replacement D/E complex (includes 19th Hole, Pro Shop and cart barn)	3,800,000	No*	added by BOT at 17Oct17 wksp telephone/data/security/furniture/etc. and excludes phase 3 parking
2 Bldg. F Replacement	870,000	Yes	
3 Golf Maintenance Bldgs.	454,230	Yes	
4 Golf Maintenance Canal (expanded worksite area)	110,237	Yes	Conceptually part of Golf Maintenance Building but not originally communicated to TLC for costing
5 Additional storage at Falcon Drive	258,611	Yes	includes \$30K for land clearing and water retention
6 Bldg. A Kitchen renovation and expansion	232,826	Yes	estimate for site work TLC RoM of expansion and staff estimate of design/site/electrical upgrade work
7 Lounge enlargement	245,000	Yes	
8 Replacement Shopping Center Electrical infrastructure	80,000	No	
9 Upgrade Bldg. A electrical infrastructure	170,000	Yes**	
10 Repave Micco RV lot	370,646	Yes	
11 Repave West RV lot	202,238	Yes	includes estimate for north end entrance road
12 Repaving Shop Center parking lot	218,873	Yes	
13 Golf course lakebank restoration projects, Ph. 6	90,000	No	
14 Golf course lakebank restoration projects, Ph. 8	88,000	No	
15 Golf course lakebank restoration projects, Ph. 7	87,000	No	
16 Golf course lakebank restoration projects, Ph. 9	89,000	No	
17 Bunker repairs, Ph. 3	30,000	No	
18 Bunker repairs, Ph. 4	30,000	No	
19 Bunkers repairs, Ph. 5&6	60,000	No	
20 Replacement of golf cart path, Ph. 3	20,000	No	
21 Golf irrigation system repairs	500,000	Yes***	
22 Beach projects (restrooms)	75,000	No	
23 Beach projects (pavilion and other)	40,000	No	
24 Beach projects (electronic assess gate)	34,000	No	
25 Relocation of pool #1 heater	44,000	No	
26 Expansion of pavers area west of lounge	31,000	No	
<b>Total</b>	<b>8,230,661</b>		

\* Indicates after the 30Nov17 workshop, BBRD received a RoM cost estimate of \$5,000,000

\*\* Indicates assessment done in prior years

\*\*\* Indicates golf irrigation estimated cost used in lieu of RoM from Engineering firm

## Proposed FY19-23 2018 Bond Projects Fund List of Projects

<u>2018 Bond Project Fund</u>		Total Project Budget/Cost
<b>R&amp;M/Capital Projects</b>		
<i>Concrete, Pavers &amp; Paths</i>		
PS	Repave West RV lot	202,238
RR	Repave Micco RV lot	370,646
PS	Repave shopping center parking lot	218,873
		-
<i>Buildings</i>		-
BOT	Replacement Admin. Bldg. (final 10% of bldg. construction, data/phone sys., furniture, access road, parking, generator etc.) (includes \$651,000 reimbursement to GF)	951,000
BOT	Replace D-E/ 19th Hole/Pro Shop complex	5,000,000
PS	Upgrade elect. infrastr. in Bldg. A	146,474
PS	Bldg A HVAC Replace/Upgrade	120,000
F&B	Bldg. A kitchen expansion	232,826
F&B	Lounge Enlargement	245,000
RR	Replace electrical infrastructure in Shopping Center	80,000
PS	Additional Storage at Falcon Drive	258,611
<i>Amenities</i>		
Rec	Beach Projects, Ph. 3 (Restrooms)	75,000
Rec	Beach Projects, Ph. 4 (Pavilion)	40,000
PS	Beach gate access card system	34,000
Golf	Lake bank restoration, Ph. 6 (left of 11 tee box, right of 16 green)	90,000
Golf	Lake bank restoration, Ph. 7 (between holes 10 & 12)	87,000
Golf	Lake bank restoration, Ph. 8 (right of 6, right of 2, right of 3 & behind 5)	87,000
Golf	Lake bank restoration, Ph. 9 (right of 15, right of 14 & right of 14 green)	87,000
Golf	Irrigation System Repairs	500,000
Golf	ABM Worksite upgrade Ph. 1 (canal fill)	110,237
Golf	ABM Worksite upgrade Ph. 2 (consolidated new building)	454,230
Total Capital Projects:		9,390,135

## Board of Trustees Meeting Agenda Memo

Date: April 13, 2018  
**Title: Bond Counsel Contract**  
Section & Item: 9C  
Department: R&M/Capital  
Fiscal Impact: TBD  
Contact: Jason Pierman, SDS Representative; or  
John W. Coffey, Community Manager  
Attachments: To be provided prior to the meeting  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, Community Manager



### Requested Action by BOT

Approval of contract for Bond Counsel services.

### Background and Summary Information

At the 22Jan18 BOT workshop, the need for BBRD to hire a Bond Counsel to facilitate the financing of certain capital projects was discussed. By consensus, the BOT asked SDS personnel to research available bond counsels and bring a proposed contract to them at a future meeting.

Due to unanticipated incidences, SDS was not able to secure a final contract proposal by the publication deadline of this agenda. Said proposed contract will be provided to the BOT prior to the meeting and placed on [www.bbrd.org](http://www.bbrd.org) for transparency purposes.

## Board of Trustees Meeting Agenda Memo

Date: April 13, 2018

Title: **Community Manager and SDS Evaluations**

Section & Item: 9D

Department: Administration: Office of the District Clerk

Fiscal Impact: TBD

Contact: Joe Klosky, Trustee or Dawn Myers, District Clerk

Attachments: N/A

Reviewed by

General Counsel: N/A

Approved by: John W. Coffey, Community Manager



### Requested Action by BOT

Direction to staff.

### Background and Summary Information

The BOT customarily conducts evaluations of the Community Manager and the management company (Special District Services, Inc.) each spring. Trustee Klosky requested the BOT start this process at the 27Feb18 BOT meeting. Consensus was for Trustee Klosky to send out the evaluation forms, tabulate the results and then brief the BOT at the 13Apr18 meeting. Due to the seven-day notice requirement for this agenda, said evaluation results are not available to be included in this memo but will be presented at the 13Apr18 meeting.

## Board of Trustees Meeting Agenda Memo

Date: April 13, 2018  
**Title:** **ARCC Guidelines**  
Section & Item: 9E  
Department: Resident Relations: DOR  
Fiscal Impact: N/A  
Contact: Rich Armington, Resident Relations Manager  
Attachments: Clean revised guidelines and marked up revised guidelines  
Reviewed by  
General Counsel: Yes  
Approved by: John W. Coffey



### Requested Action by BOT

Review ARCC promulgated rules and regulations revised by the ARCC and approved by a majority of the ARCC on April 3, 2018.

### Background and Summary Information

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



Guidelines for use by  
**THE ARCHITECTURAL REVIEW & CONTROL COMMITTEE**

**ARCC APPROVED DRAFT FOR BOT PRESENTATION APRIL 13, 2018**

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

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

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

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

The maximum width of walkways in a setback is 36".

## **Specification, Definitions and Approved Materials**

### **Air Conditioning Units Specification**

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

### **Carport and Driveway**

**Definition** of a carport – A shelter for an automobile attached to the mobile home. It consists of a concrete slab base and a roof constructed of aluminum, asphalt shingle, steel or other approved materials with support posts and fascia. A fully enclosed carport (garage) may be permitted in place of an open carport.

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

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

## Approved materials

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

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

### Fencing <sup>1</sup>

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

Picket fence definition: <sup>2</sup> A picket fence is a type of vinyl fence that has evenly spaced vertical boards made of vinyl material. Each picket is attached to horizontal rails. The space between each picket must be at least the width of the picket.

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

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

Article II, Section 5 of the DOR<sup>3</sup> permits only chain link and vinyl picket fencing. Article II, Section 5 of the DOR does not permit privacy stockade fences (a fence of closely fitted vertical boards) regardless of material.

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

### Generators and Propane tanks

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

### Gutters

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

### Lamppost

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

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

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<sup>1</sup> Promulgated rule approved by ARCC June 7, 2011 , presented to BOT July 8, 2011

<sup>2</sup> Promulgated rule approved by ARCC November, 25, 2014, presented to BOT December 12, 2014

<sup>3</sup> Promulgated rule approved by ARCC November, 25, 2014, presented to BOT December 12, 2014

<sup>4</sup> Promulgated rule approved by ARCC August 30, 2011, presented to BOT September 27, 2011

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

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

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

Electric eye sensor lights are approved.

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

### **Landscaping & Privacy Materials**

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

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

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

All invasive plants, including but not limited to, pepper trees, Australian pines and bamboo, are banned from Barefoot Bay. All existing invasive plants must be removed by January 1, 2022.

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

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

- A. **Privacy Landscaping materials** defines a barrier or opaque screen which is utilized on the side of carports, around decks, or runs along any lot line or parallel to any lot line. Such barrier or opaque screen may not exceed six (6) feet in height (see exception below) and may be constructed of vinyl panels, painted wood, vinyl lattice, powder coated aluminum, steel or other ARCC approved materials.<sup>5</sup> No cumulative total of feet for all barriers on any one property may exceed thirty two (32) feet.<sup>6</sup> Said barrier or opaque screen shall comply with the provisions of Sec. 62-2109 Code of Ordinances of Brevard County, Florida.

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

### **Porch (Patio) and Decks**

<sup>5</sup> Promulgated Rule approved September 20, 2016 and presented to the Board of Trustees September 27, 2016.

<sup>6</sup> Promulgated Rule approved March 19, 2013 and presented to the Board of Trustees March 26, 2013.

### Definition of Porch (Patio)

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

The following are recognized types:

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

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

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

### Approved Materials for porch (Patio)

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

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

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

### Decks

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

### Roof

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

### Skirting Material for the Home

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**Definition of Skirting material-** material that is sufficient to enclose the entire base of the home. It is constructed of stucco, stone, stucco finished concrete block, outdoor Hardie Board skirting or other ARCC approved material.<sup>7</sup> (Hardie Board bolts & seams have to be concealed with Stucco type finish) Wood framing is not allowed. Vinyl skirting is not allowed.

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<sup>7</sup> Promulgated Rule approved September 20, 2016 and presented to the Board of Trustees September 27, 2016.

## **Siding Materials**

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Approved siding materials for manufactured/modular homes, garages and accessory buildings are stucco, vinyl, aluminum, coated engineered wood panel<sup>8</sup>, Hardie board lap siding or other approved material.

## **Steps & Handicap Ramps**

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

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

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

## **Temporary Portable or Free Standing Structures.**

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

Above ground pools must be completely enclosed by a fence.

The following items are banned:

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

## **Utility Building**

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### **Definition of Utility Building**

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

### **Materials**

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

### **Dimensions**

1. Height of construction shall conform to existing construction, such as carport roof, patio (porch) roof, or mobile home eave.

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<sup>8</sup> Promulgated Rule approved January 17, 2012, presented to Board of Trustees December 9, 2011.

2. The minimum size of a utility building is 48 square feet on the base.

#### **Construction**

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

#### **Used Mobile Homes**

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

In addition, applicant must provide the following:

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

#### **Miscellaneous**

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##### **Furniture outside the home**

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

##### **Gazebo<sup>9</sup>**

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

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

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

##### **Hurricane Shutters**

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

##### **Maintenance of Exterior of Homes<sup>10</sup>**

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<sup>9</sup> Promulgated Rule approved June 5, 2012 and presented to Board of Trustees June 8, 2012. Move from Porch (Patio) section approved by ARCC on December 29, 2015.

<sup>10</sup> Promulgated Rule approved August 14, 2012 and presented to Board of Trustees August 28, 2012

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

### Painting of wood

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

### Prefabricated storage unit<sup>13</sup>

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

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<sup>13</sup> Promulgated Rule approved December 8, 2015 and presented to Board of Trustees January 8, 2016



Guidelines for use by the Architectural Review & Control Committee

Guidelines for use by  
**THE ARCHITECTURAL REVIEW & CONTROL COMMITTEE**

**ARCC APPROVED DRAFT FOR BOT PRESENTATION APRIL 13, 2018**

Style Definition: TOC 2

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

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

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

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

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## **ARCHITECTURAL REVIEW & CONTROL**

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

~~An Architectural Review & Control Committee shall be established to enforce the provisions the Amended and Restated Deed of Restrictions ("DOR"), Article II. The ARCC shall consist of five (5) members, who shall be appointed as follows:~~

~~The Board of Trustees of the Recreation District shall appoint a Member of the Board of Trustees to serve as Chairman of the ARCC.~~

~~A. Three additional members of the ARCC shall be appointed as follows: One (1) by the Board of Trustees and Two (2) by the Association, all of whom shall be Lot owners~~

~~B. The fifth member shall be a management employee of the Recreation District and shall serve as Secretary of the ARCC.~~

~~The term of the members of the ARCC shall be for an indefinite period. Each member shall serve at the pleasure of the authority which made his or her appointment, and each member shall serve on the ARCC until he or she is replaced, resigns or otherwise leaves office. The ARCC shall hold an organizational meeting each year as soon after January 1 as is practicable. The ARCC shall select a Vice-Chairman from among its membership at the organizational meeting. The ARCC shall also adopt such rules and procedures as it may deem to be appropriate; provided, however, that such rules may not be inconsistent with the provisions of Article II of the DOR.~~

~~The ARCC consist of a 5 member committee. In order to conduct the business of the committee, a quorum must be present. A quorum will exist when a simple majority (3) voting members are present. Each member of the committee shall have one (1) vote on each permit application.~~

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

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

1. The said building or other structure complies in all respects with the Provisions of this instrument; and

2. The said building or other structure is in conformity and harmony with such written rules as may from time to time be adopted by the ARCC.

— The ARCC's approval of the said plan specifications and plot plans shall be evidenced by the signature of its Chairman or Vice-Chairman on the plans, specifications and plot plans submitted by an applicant. One set of approved 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 Article II of the DOR or of the regulations provided for herein above, such dispute shall be resolved by a majority vote of the Recreation District, whose decision shall be final and binding.

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

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

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

~~A. All such homes shall be installed at the Lot Owners expense, and such installation shall have the following features and conform to the following requirements:~~

- ~~1. A patio roof, including posts and fascia, fabricated of aluminum or other approved material. Minimum requirement—Sixty (60) square feet.~~
- ~~2. A garage or a carport roof, including posts and fascia, fabricated of aluminum or other approved material.~~
- ~~3. A utility room, fabricated of aluminum or other approved materials. A utility room is a building designed to house common household tools and equipment, and for general storage. The base of the building is a concrete slab. It may be used for housing a washer, dryer and automatic hot water heater. A utility building must be structurally attached by full roof to the modular coach (mobile home) or carport at eave level. A utility room shall conform to all specific dimensions as approved and recorded by the ARCC.~~
- ~~4. A patio slab made of poured concrete, brick pavers, or other approved material. Minimum requirement—Sixty (60) square feet.~~
- ~~5. A covered concrete carport slab having a minimum unobstructed area (except for steps) of eleven (11) feet by eighteen (18) feet.~~
- ~~6. A concrete driveway extending from the carport slab to the curb of the adjacent street which driveway shall include a widened or flared area as it approaches the street. All driveways and parking areas shall be of poured and reinforced concrete material.~~
- ~~7. Skirting material sufficient to completely enclose the entire base of the home. The skirting may be stucco skirting, stone skirting, outdoor Hardi Board skirting, or other approved material.~~
- ~~8. Central water, sewer and electricity connected to the home.~~
- ~~9. Landscaping with appropriate plants, grass, shrubs and/or trees in compliance with regulations adopted by the ARCC.~~
- ~~10. No dock, wharf, landing, boathouse or other structure shall extend from any Lot over or on any lake, canal, waterway or drainage easement.~~
- ~~11. Each home shall be complete, set up on piers, shall be leveled, and shall have a running gear and tongue of the manufactured or modular home removed as appropriate to the style of home being installed.~~
- ~~12. Each manufactured or modular home shall be tied down in accordance with all applicable building codes and with such installation inspection as required by law.~~
- ~~13. No manufactured or modular home installed on any Lot shall be more than four (4) years old.~~
- ~~14. A final survey showing the location of the home shall be submitted to the ARCC.~~
- ~~15. A Lamp Post approved by the ARCC shall be installed in front of all Residences and maintained in operational condition. Said Lamp post shall be illuminated from dusk to dawn during any time that the residence is occupied.~~
- ~~16. The address number of all Residences shall be affixed to the front of the carport or garage in such a manner as to be clearly visible and legible from the public or private way on which the home fronts. The numerals of the address number shall not be less than three (3) inches in height and one half (1/2) inches in width.~~
- ~~17. A utility building (Minimum size 48 square feet)~~

- ~~B. Manufactured or modular homes installed upon lots within Barefoot Bay shall be installed only by contractors who are duly licensed for such installations by appropriate governing authorities.~~
- ~~C. All installation shall meet all the applicable construction codes of Brevard County and the State of Florida, and shall meet all requirements of Article II of the DOR.~~
- ~~D. The length of time to complete construction on Architectural Review Control Committee permits shall be four (4) months.~~
- ~~E. No more than one manufactured or modular home shall be placed on each Lot within Barefoot Bay. Two or more sections of a manufactured or modular home may be joined to form a single dwelling unit.~~
- ~~F. No manufactured or modular home installed on any Lot after July 1, 1999, shall be less than 20 feet in width and or less than 34 feet in length, including the hitch.~~
- ~~G. All manufactured or modular homes placed on any lot in Barefoot Bay shall have complete sanitary facilities including lavatory, wash basin, tub or shower and kitchen sink. All homes shall be connected to public sewer and a public water supply in conformity with all requirements of applicable government agencies.~~
- ~~H. Prior to sodding, provisions shall be made for property line drainage swales. Said swales shall be designed to carry run off water from rear and sides of the home to the front curb gutter.~~

#### **DOR Article II, Section 4. Setbacks**

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

**1. Corner Lots**

Rear Setback — 7 ½ feet

Side Setback from Adjacent lot — 7 ½ feet

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

**2. Interior Lots**

— Rear Setback — 7 ½ feet

— Side Setback — 7 ½ feet

— Front Setback — 10 feet

**Measurement of setbacks shall not include** air conditioners, walkways, reception antennas and steps where no vertical supports are used. Vertical supports are posts supporting a roof.

The maximum width of walkways in a setback is 36".

### **Specification, Definitions and Approved Materials**

#### **Air Conditioning Units Specification**

1. All central A/C Units on Barefoot Bay residential lots are required to be placed on an A/C pad, constructed of concrete or other approved material or integrated into the home, specifically, ground level concrete material unless specific property is in a flood zoned area designated by

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Brevard County and the National Flood Insurance Program of the Federal Emergency Management Agency.

2. Window or wall A/C units must be supported by structure of the home. Ground bracing is prohibited.

### Antennas and Satellite Dishes.

(A) As used in this section, the following terms shall have the following meanings:

1. **"Reception Antenna"** shall mean any device used for receipt of audio or video programming services, including direct broadcast satellite services and radio and television broadcast services. A reception antenna which has transmission capability which is designed for the viewer to select or use video programming is a reception antenna within the meaning of this definition, provided that it meets the standards of the Federal Communications Commission ("FCC") for radio frequency emissions. The support structure, cabling, guy wires, conduits, wiring and other accessories necessary for proper installation maintenance and use of a reception antenna shall be considered part of the antenna.
2. **"Transmitting Antenna"** shall mean any device used for the sending or transmission of audio or video signals.

(B) Installation of transmitting antennas on the exterior of residences within Barefoot Bay shall be prohibited on and after August 31, 1997. Any transmitting antenna located on residential property in the Recreation District on August 31, 1997, shall be permitted to remain in place and utilized by its Owner until such antenna is destroyed, removed, or damaged to an extent of more than 75 % of its value. Upon such destruction, removal, or damage, such antenna shall not be replaced or repaired.

(C) No reception antenna shall be installed on the exterior of any structure within Barefoot Bay unless and until written notice of such installation is submitted to the ARCC. The said written notice shall demonstrate that the proposed installation complies with all rules and regulations of the FCC and with these rules and regulations. Any such notice submitted by a tenant shall be accompanied by the written joinder and consent of the Lot Owner.

(D) All reception antennas installed within Barefoot Bay Recreation District shall meet the following requirements:

1. Direct broadcast satellite reception antennas shall not exceed forty inches in diameter.
2. Antennas shall be located in a place shielded from direct view from the street; provided however, that nothing in this rule shall be deemed to require that the installation be in a location from which an acceptable quality signal may not be received.
3. Antennas shall be installed solely on property owned by the Lot Owner submitting the notice described in paragraph (c) of this section, and no part of any antenna installation shall encroach upon common area of the Recreation District or on the property of any other Owner within Barefoot Bay.
4. No part of any antenna shall be located within seven and one-half (7 ½) feet of the side lot line or rear lot line of any Lot; provided, however, that nothing in this rule shall be deemed to require that the installation be in a location from which an acceptable quality signal may not be received.

~~5. No antennas shall be installed in a location which is higher than is absolutely necessary for reception of an acceptable quality signal.~~

~~6. Antennas shall be installed and secured in a manner which complies with all applicable local and state laws and regulations and manufacturer's instructions.~~

~~7. Each antenna shall be secured such that it does not jeopardize the safety of any structure or the safety of any person.~~

~~(E) The Owner of reception antenna shall not permit the antenna to fall into disrepair or to become a safety hazard and the Owner shall be responsible for all maintenance and repair of the antenna.~~

~~(F) Each Owner of a reception antenna shall be responsible for all costs associated with the antenna, including, but not limited to:~~

~~1. The cost to repair, replace, maintain, move and remove the antenna.~~

~~2. The damages to common property, other Lots and any other property damage by the installation, maintenance or use of the antenna.~~

~~3. The costs of injury to any persons who may be injured as a result of the installation or use of the antenna.~~

### Carport and Driveway

**Definition** of a carport – A shelter for an automobile attached to the mobile home. It consists of a concrete slab base and ~~a~~ aluminum/shingle roof constructed of aluminum, asphalt shingle, steel or other approved materials with support posts and fascia. A fully enclosed carport (garage) may be permitted in place of an open carport.

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

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

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### Approved materials

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

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

### Decks

~~Decks are an optional addition not requiring a roof. Decks must be abutting the home, raised decks must have matching guard rails and steps; ground level decks railing is allowed. All open decks build within the "box" of home must be skirted to match the home. They are constructed out of pressure treated wood, composite deck board, poured concrete or other approved material.~~

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### Fencing <sup>1</sup>

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

Picket fence definition: <sup>2</sup> A picket fence is a type of vinyl fence that has evenly spaced vertical boards made of vinyl material. Each picket is attached to horizontal rails. The space between each picket must be at least the width of the picket.

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

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

Article II, Section 5 of the DOR<sup>3</sup> permits only chain link and vinyl picket fencing. Article II, Section 5 of the DOR does not permit privacy stockade fences (a fence of closely fitted vertical boards) regardless of material.

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

### Generators and Propane tanks

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

### Gutters

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

### Lamppost

<sup>1</sup> Promulgated rule approved by ARCC June 7, 2011, presented to BOT July 8, 2011

<sup>2</sup> Promulgated rule approved by ARCC November, 25, 2014, presented to BOT December 12, 2014

<sup>3</sup> Promulgated rule approved by ARCC November, 25, 2014, presented to BOT December 12, 2014

<sup>4</sup> Promulgated rule approved by ARCC August 30, 2011, presented to BOT September 27, 2011

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

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

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

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

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

Electric eye sensor lights are approved.

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

### Landscaping & Privacy Materials

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

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

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

All invasive plants, including but not limited to, pepper trees, Australian pines and bamboo, are banned from Barefoot Bay. All existing invasive plants must be removed by January 1, 2022.

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

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

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

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steel or other ARCC-approved materials.<sup>5</sup> No cumulative total of feet for all barriers on any one property may exceed thirty two (32) feet.<sup>6</sup> Said barrier or opaque screen shall comply with the provisions of Sec. 62-2109 Code of Ordinances of Brevard County, Florida.

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

### Porch (Patio) and Decks

#### **Definition of Porch (Patio)**

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

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The following are recognized types:

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

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

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

#### **Approved Materials for porch (Patio)**

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

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

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

#### Decks

Decks are an optional addition not requiring a roof. Decks must be abutting the home, - raised and decks must have matching guard, handrails and steps; ground level decks railing is allowed. All open decks build within the "box" of home must be skirted with lattice or other ARCC approved materials. to match the home. - They are must be constructed out of pressure-treated wood, composite deck board, poured concrete or other approved material. Steps from the deck must land on a concrete pad.

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Commented [SC1]: Added - in accordance with Brevard County specifications.

<sup>5</sup> Promulgated Rule approved September 20, 2016 and presented to the Board of Trustees September 27, 2016.

<sup>6</sup> Promulgated Rule approved March 19, 2013 and presented to the Board of Trustees March 26, 2013.

## Roof

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

## Skirting Material for the Home

**Definition of Skirting material**- material that is sufficient to enclose the entire base of the home. It is constructed of stucco, stone, stucco finished concrete block, outdoor ~~Hardi~~Hardie Board skirting or other ARCC approved material.<sup>7</sup> (Hardie Board bolts & seams have to be concealed with Stucco type finish) Wood framing is not allowed. Vinyl skirting is not allowed.

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## Siding Materials

Approved siding materials for manufactured/modular homes, garages and accessory buildings are stucco, vinyl, aluminum, coated engineered wood panel<sup>8</sup>, ~~hardi~~Hardie board lap siding or other approved material.

## Steps & Handicap Ramps

Entrance steps to the home without a landing must be constructed of concrete. Landings must be a minimum of 3' x 3' up to 6' x 6'.

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

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

## Temporary Portable or Free Standing Structures.

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

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Above ground pools must be completely enclosed by a fence.

The following items are banned:

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

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## Utility Building

<sup>7</sup> Promulgated Rule approved September 20, 2016 and presented to the Board of Trustees September 27, 2016.

<sup>8</sup> Promulgated Rule approved January 17, 2012, presented to Board of Trustees December 9, 2011.

#### Definition of Utility Building

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

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#### Materials

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

#### Dimensions

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

#### Construction

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

#### Used Mobile Homes

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

In addition, applicant must provide the following:

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

#### Miscellaneous

##### Furniture outside the home

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

### Gazebo<sup>9</sup>

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

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

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

### Hurricane Shutters

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

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### Maintenance of Exterior of Homes<sup>10</sup>

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

### Painting of wood

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

### Maintenance of Exterior of Homes<sup>11</sup>

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

### Gazebo<sup>12</sup>

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

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

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

### Prefabricated storage unit<sup>13</sup>

<sup>9</sup> Promulgated Rule approved June 5, 2012 and presented to Board of Trustees June 8, 2012. Move from Porch (Patio) section approved by ARCC on December 29, 2015.

<sup>10</sup> Promulgated Rule approved August 14, 2012 and presented to Board of Trustees August 28, 2012

<sup>11</sup> Promulgated Rule approved August 14, 2012 and presented to Board of Trustees August 28, 2012

<sup>12</sup> Promulgated Rule approved June 5, 2012 and presented to Board of Trustees June 8, 2012. Move from Porch (Patio) section approved by ARCC on December 29, 2015.

<sup>13</sup> Promulgated Rule approved December 8, 2015 and presented to Board of Trustees January 8, 2016

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

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

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

## Board of Trustees Meeting Agenda Memo

Date: April 13, 2018  
**Title: ARCC Process**  
Section & Item: 9F  
Department: Resident Relations: DOR  
Fiscal Impact: TBD  
Contact: Frank Cavaliere, Trustee; Rich  
Armington, Resident Relations  
Manager/H.R. Coordinator; or John W.  
Coffey, Community Manager  
Attachments: N/A  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, Community Manager



### Requested Action by BOT

Discussion and direction to staff.

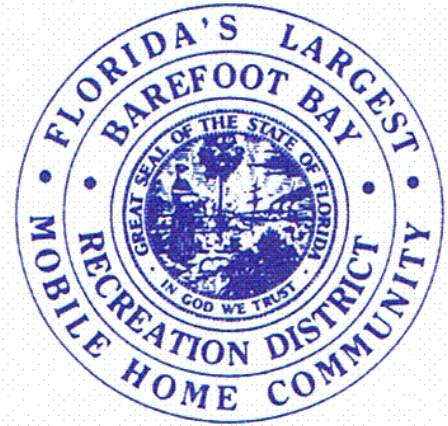
### Background and Summary Information

Trustee Cavaliere requested this issue be placed on the agenda for discussion.

Staff requests direction from the BOT regarding this matter.

## Board of Trustees Meeting Agenda Memo

Date: April 13, 2018  
**Title: Unused Shuffleboard Courts**  
Section & Item: 9G  
Department: Property Services: Recreation  
Fiscal Impact: TBD  
Contact: Matt Goetz, Property Services Manager  
or John W. Coffey, Community Manager  
Attachments: Map of area  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, Community Manager



### Requested Action by BOT

Direction to staff.

### Background and Summary Information

The conversion of the unused shuffleboard courts into a miniature golf course was originally a part of the Community Center \$50,000 no match grant program. However, due to the impacts of Hurricane Matthew and Irma staff was not able to execute the planned in-house project in time and the BOT decided on 09Feb18 to remove the project from the grant program and defer the project until the summer of 2019.

On 27Mar18, BFBHOA Roger Compton requested the BOT delete the miniature golf projects and removal the existing concrete so the area could be better used during the Barefoot by the Lake festival in FY19.

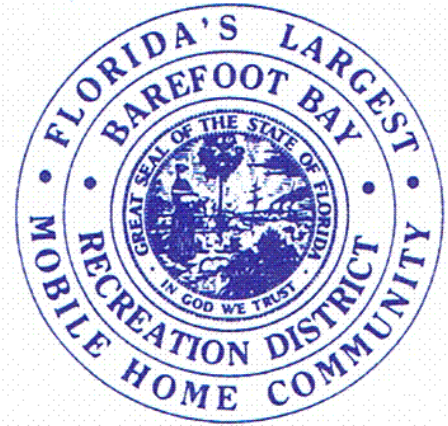
The reader should note the rationale behind converting the unused shuffleboard courts to a miniature golf course is based on using approximately 75-80% of the existing concrete and thus dramatically decreasing the cost of the project as compared to building such an amenity elsewhere. If the BOT decides to have the courts removed, a substantial part of the existing \$22,500 budget would need to be used for the disposal of the concrete.

Staff requests direction from the BOT regarding this matter.



## Board of Trustees Meeting Agenda Memo

Date: April 13, 2018  
Title: **Seasonal Groundskeeper Positions**  
Section & Item: 9H  
Department: Property Services: Grounds  
Fiscal Impact: \$19,283  
Contact: Matt Goetz, Property Services Manager,  
or John W. Coffey, Community Manager  
Attachments: FY19 WDPB Decision Point form  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, Community Manager



### Requested Action by BOT

Authorization to add 0.85 FTE Groundskeeper positions to FY18 Budget.

### Background and Summary Information

Property Services is responsible for all common area turf and planter maintenance (excluding the golf Course) plus DOR violation lot mows (last year, staff maintained over 100 lots found in violation of the DOR). Numerous small projects coupled with the summer heavy rains resulted in a backlog of work. Not only were residents unhappy with the appearance of the common areas but the timeliness of project completions suffered. This request will add two seasonal (5 months) 40-hours a week positions to the Grounds Sub-department FY18 Budget to help raise the service level to towards the expectations of the residents. A Decision Point is included in the FY19 Working Draft Proposed Budget to make these positions a permanent part of Property Services staffing.

Funding is currently available within the Administration Department: Finance Sub-department's contingency and employee incentive line-items (a future budget amendment will be required to move funding from Administration: Finance to Property Services: Grounds).

Staff recommends the BOT approve the addition of 0.85 FTE Groundskeeper positions to the FY18 Budget and authorize staff to bring a budget amendment back at a future meeting to move the required budget to Property Services: Grounds Sub-department.

## Barefoot Bay Recreation District

FY19 WDPB Budget

Decision Point

Title: Seasonal Groundskeeper Positions (0.85 FTE)  
Department: Property Services  
Sub-Dept.: Grounds  
FY19 Costs: \$19,283

### Justification:

Property Services is responsible for all common area turf and planter maintenance (excluding the golf Course) plus DOR violation lot mows (last year, staff maintained over 100 lots found in violation of the DOR). Numerous small projects coupled with the summer heavy rains resulted in a backlog of work. Not only were residents unhappy with the appearance of the common areas but the timeliness of project completions suffered. This request will add two seasonal (5 months) 40-hours a week positions to the Grounds Sub-department to help raise the service level to towards the expectations of the residents.

### Budget Detail:

P/T Wages	16,442
Payroll Taxes	1,480
Workers Comp. Insurance	987
Employee Clothing Allowance	210
Total:	19,119

## Board of Trustees Meeting Agenda Memo

Date: April 13, 2018

Title: **MS Support Group Request for Waiver of Guest Pass Requirement**

Section & Item: 9I

Department: Resident Relations: Customer Service

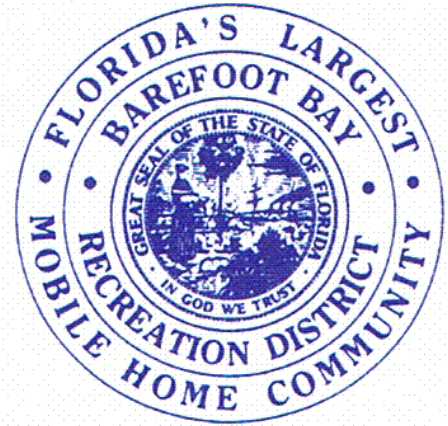
Fiscal Impact: TBD

Contact: Rich Armington, Resident Relations Manager/H.R. Coordinator, or John W. Coffey, Community Manager

Attachments: Letter from MS Support Group Co-Facilitator

Reviewed by General Counsel: N/A

Approved by: John W. Coffey, Community Manager



### Requested Action by BOT

Review request from the MS Support Group and provide direction to staff.

### Background and Summary Information

On 08Dec17, the BOT amended the Policy Manual to enact the following language:

22. A guest fee shall be charged in accordance with the fee schedule to any non-resident for use of District facilities. This fee shall not be charged to any non-resident using District facilities under the following circumstances:
- A. When the facility is rented by a non-resident who has paid the appropriate fee per page 3-19.
  - B. Any exemptions to this rule shall only be authorized by the Board of Trustees no less than 30 days before the event.
  - C. This section does not apply to Food & Beverage events.
  - D. Vendors hired by clubs/organization are exempt from guest pass fee.

On 23Jan18, the BOT granted waivers to the following groups:

- Little Theater
- Over 60 Softball Association
- Hospice Grief Group

Ms. Kim Kopet, Co-Facilitator of the BFB MS Support Group officials requests a similar waiver for all non-resident attendees.

Staff requests direction regarding this matter.

# BAREFOOT BAY MULTIPLE SCLEROSIS SUPPORT GROUP

DEAR MR COFFEY,

04/03/2018

As Co-facilitators of the Barefoot Bay Multiple Sclerosis Support Group, Linda Schofield and myself Kim Kopet are asking you to consider waiving the \$3.00 fee for members who live outside of Barefoot Bay.

There are sometimes 5 people who live outside of the bay who come to our monthly meeting for advice and support on the day to day living with MS. Many have extremely limited funds and cannot afford the fee. I would appreciate it if this request is taken into consideration for our future monthly meetings.

Thank You,

A handwritten signature in black ink, appearing to read 'Kim Kopet', written over a horizontal line.

Kim Kopet

Co-Facilitator of BFB MS Support Group

# Manager's Report



## Barefoot Bay Recreation District

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

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

**Memo To:** Board of Trustees

**From:** John W. Coffey, Community Manager

**Date:** April 13, 2018

**Subject:** Manager's Report

### Resident Relations

#### **ARCC Updates**

- The ARCC met 27Mar18 to the review of the ARCC guidelines and approved all changes made and forwarded the new guidelines to the BOT. No further review meetings are scheduled at this time.
- The ARCC met on 3Apr18. There were 40 permits on the agenda, 34 were approved, 4 extensions were granted and 2 denied
- The ARCC will meet on 17Apr18 at 9am in the HOA office. There are 30 permits on the agenda.

#### **Violations Committee Updates**

- The Violations Committee met on 23Mar18. There were 14 cases on the agenda for that meeting. 5 cases came into compliance prior to the meeting. 9 cases were found in violation.
- The Violations Committee will meet on 13Apr18 at 10am.

### Food & Beverage

- **Mother's Day Brunch update** – Tickets for our annual event will go on sale at the Lounge, the 19<sup>th</sup> Hole and Resident Relations on Monday, April 16.
- **BBRD's Cinco De Mayo Party** – The official BBRD south of the border event will be held on Sat., 05May18 Lakeside of the Lounge. Sax on the Beach plays from 5-9pm Lakeside of the Lounge. A Mexican menu will be offered from 4-8pm. Tickets are not required.
- **BBRD's 3rd annual Kentucky Derby party** – Everyone is invited to the 19th Hole on 05May18 starting at 5pm to kick off the run for the Triple Crown.

Dress in your Derby best for prizes, sip on mint juleps and eat Kentucky oven browns. Tickets are not required. Karaoke will not be held on this night (due to the Cinco De Mayo party Lakeside).

As always, flyers with all the details are posted.

#### Golf-Pro Shop

- 9-Hole Tuesday will end on 10Apr18 and resume 06Nov18
- Course Aerification
  - Mon., 30Apr18 Back Nine and Putting Green Closed
  - Tues., 01May18 Front Nine and Driving Range Closed
- Staff is currently in the planning phase for the many R&M/Capital projects that will be conducted on the course this summer.

#### Property Services

- Completed small stormwater projects on Marlin Circle and Cobia Court
- Continued work on the remaining 2 bocce ball courts
- Prepped site for New Administration Building construction
  - Removed light by sidewalk
  - Trimmed trees
- Secured vendor to address persistent leaks in Shopping Center roof
- Installed sod @ the 19th hole
- Work resumed on the Pool#1 walkway roof
- Edged Barefoot Blvd.

#### General Information

- **New Fire Prevention Code Requirements to Impact BBRD** – As attached, beginning in the next few months all gatherings of 50 or more people will require a BBRD staff person to attend as a “crowd monitor.” Gatherings of more than 250 people will require one staff person per every 250 attendees. Currently, some pool hosts are certified as crowd monitors. Staff will be developing cost estimates for additional custodian hours in the FY19 Budget in advance of the 17Apr18 BOT Budget workshop.
- **FY19 Budget Review and Adoption Process Update** – Public meetings and workshops include the following:
  - Budget Workshops #1: Tues., 17Apr18, Bldg. D/E, 7pm
  - Budget Workshops #2: Thurs., 19Apr18, Bldg. D/E, 2:30pm
  - Budget Workshops #3: Tues., 01May18, Bldg. D/E, 2:30pm
  - Budget Workshops #4: Thurs., 03May18, Bldg. D/E, 7pm

- Authorization for FY19 Proposed Budget Mailout: BOT Regular Meeting, 22May18, Bldg. D/E, 7pm
- Adoption of FY19 Assessment Rate and FY19 Budget: BOT Regular Meeting, 26Jun18, Bldg. D/E, 7pm

FY19 WDPB Documents can be reviewed or obtained as follows:

- Paper copies of the FY19 WDPB are available for inspection at the Old Administration Building and Resident Relations' Office
- The "Homeowner's Version" is available free to all residents at the Old Administration Building.
- Electronic versions each document are available at [www.bbrd.org](http://www.bbrd.org) on Fri., 30Mar18.

# Attorney's Report

# Incidental Remarks from Trustees

# Adjournment