

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

Friday, August 10, 2018

1:00 PM

1225 Barefoot Boulevard, Building D/E



BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting
Friday, August 10, 2018 at 1 P.M.
Building D&E

AGENDA

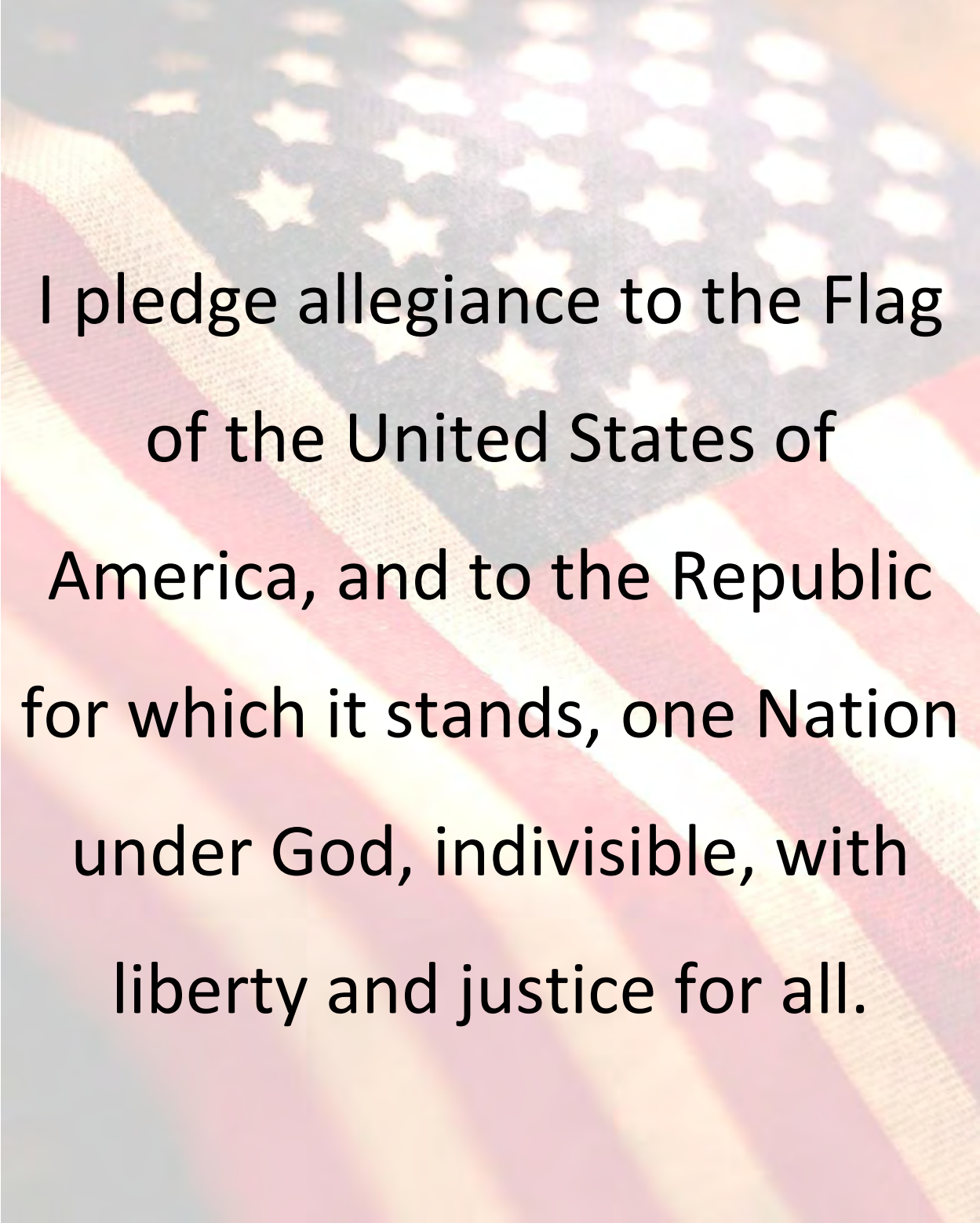
Please silence all electronic devices

1. Thought for the Day
2. Pledge of Allegiance to the Flag
3. Roll Call
4. Presentations and Proclamations
 - A. Employee Recognition and Incentive Program Awards
 - i. Steven Bonner
5. Approval of Minutes
6. Treasurer's Report
7. Audience Participation
8. Unfinished Business
 - A. Lounge Expansion Project Discussion
 - B. Draft Resolution Calling for Referendum RE: Financing Public Maintenance/Improvement Projects
9. New Business
 - A. Pickle Ball Courts Award of Control
 - B. Tennis/Pickleball Fence Replacement Award of Contract
 - C. Confirmation of Neighborhood Revitalization Program Acquisition of 1003 Wren Circle
 - D. Request for Waiver of Fees by Mr. Frank Borg of 405 Papaya Circle
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

Board of Trustees Meeting Agenda Memo

Date: August 10, 2018
Title: **Employee Recognition and Incentive Award: Steven Bonner**
Section & Item: 4Ai
Department: Golf-Pro Shop
Fiscal Impact: \$500.00
Contact: Ernie Cruz, Golf Operations Manager; or John W. Coffey, Community Manager
Attachments: Employee Recognition and Incentive Program Guidelines
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Publicly award and recognize Mr. Steven Bonner for receiving an Extraordinary Service Award

Background and Summary Information

On Monday, July 9th, the BBRD Management Team (Community Manager and Department Managers) reviewed a recommended award for his extraordinary service related to innovative idea and actions in using items that normally would be discarded to enhance protection of cart chargers from inclement weather. The vote to award Mr. Bonner was unanimous in favor of the award.

The following is the nomination made by Ernie Cruz, Certified PGA

*Employee's Name: Steven Bonner – Player Assistant/Cart Tech
Category: Extraordinary Service Award*

Steven Bonner has epitomized the going above and beyond expectation I have as a manager. He saw an absolute deficit in our ability to protect equipment in my cart barn. His ingenuity was evident when he decided to use old windshields to protect \$800.00 charges from the elements. He relocated the charger positions and covered them from the torrential downpour rainstorms we have. Upon completion of the project, he called me and asked if his completed work was acceptable. It had not dawned on me to even do this and his efforts clearly potentially saved us \$5,600 in equipment and the down-time we could experience without use. His efforts clearly reflect great credit on himself and BBRD standards. I strongly recommend Steven be recognized under the Employee Recognition and Incentive Program in the amount of \$500.00 for never stopping to look at ways we can do things better.

Approval of Minutes



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting

July 13, 2018

1 P.M. –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on July 13, 2018 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Lavier called the meeting to order at 1:00 P.M.

Thought for the Day

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

Pledge of Allegiance to the Flag

Led by Mr. Cavaliere.

Roll Call

Present: Mr. Lavier, Mr. Diana, Mr. Wheaton, Mr. Klosky and Mr. Cavaliere. Also present: John W. Coffey, Community Manager, Jason Pierman, SDS, Clark Bennett, Financial Advisor, Cliff Repperger, General Counsel and Dawn Myers, District Clerk.

Presentations

Employee Recognition

Chairman Lavier presented an employee incentive check for \$500 to Mr. Charles Reiman for achieving the Extraordinary Service Award in his position with the Property Services Maintenance Department.

FASD 2018 Conference Report

Mr. Ed Geier, BBRD representative for the Florida Association Special District (FASD) conferences, thanked the Board for giving him the opportunity to attend the recent conference. He provided a short summary of the conference that he attended with the Community Manager on June 12-14th in Orlando. Mr. Geier touched on three topics he felt the trustees needed to be aware of, namely, the importance of a solid Nepotism policy, the importance of the Sunshine Law as it pertains to your social media and other written material and the importance of the trustees attending the new elector orientation rather than a representative of the Trustees. Mr. Geier's summary document can be found on the BBRD website www.bbrd.org along with the meeting information for July 13, 2018

Minutes

Mr. Diana made a motion to approve the Minutes for June 26, 2018 as written. Second by Mr. Cavaliere. Motion carried unanimously.

Treasurer's Report

Mr. Cavaliere read the Treasurer's Report for July 13, 2018.



BAREFOOT BAY RECREATION DISTRICT

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

Message from the Chairman

Mr. Lavier took a moment to remind the audience to respect the Board of Trustees when they come up to speak at the podium. He reiterated that the audience participation segment of the meeting is simply to provide an outlet for residents to voice opinions and concerns. It is not to be used to enter into a back and forth dialogue with the trustees or used to badger the trustees. He asked that residents adhere to the 3-minute time limit, so everyone has a chance to speak.

Audience comment On Agenda Items

Ms. Fran Solecki voiced her dissatisfaction about the Board not answering questions from the residents. She posed several questions to the Board regarding frivolous costs in her opinion, for certain community events included in the budget. She also asked about getting financial help with additional cameras for the neighborhood watch teams to monitor the known problem and drug houses.

Mr. Gary Gresko commented on the imperative nature of solving the problem with the pools recently as it is a great concern for many residents.

Mr. Jeff Grunow commended the Board's willingness to attend the Violations Committee meetings. He commented on his disappointment on the lack of support for the Board by some of the residents regarding their vision of the future, namely their attempts to upgrade the community infrastructure to modern standards. He stated that he is in full support of the capital projects and thanked the Board for looking after his and his wife's future in the Bay.

Ms. Jeanne Osborne asked about clarification on the Financing Options Agenda Item.

Mr. Ed Keeley recommended the Board revisit the 5-year plan and discussed getting a sound plan for the Lounge expansion. He voiced support on the proposed additional meeting space at the shopping center and also discussed his dissatisfaction with the two options for financing proposed for the referendum.

Ms. Nancy Eisele thanked the trustees for donating their time on the Board and at the HOA office to answer resident questions. Mr. Lavier expounded that every day of the week in the month of July from 10-11:30AM one trustee is available at the HOA office to answer resident questions or simply to chat about important issues in Barefoot Bay.

Unfinished Business

Financing Options Discussion

Mr. Clark Bennett, BBRD Financial Advisor, addressed the Board for the second time with additional clarification on the options to complete the proposed capital projects. He reiterated the three options available for financing the projects; "pay as you go" which is least desirable unless there is an abundance of funds available, the bond issue and a bank loan. He explained that the 15-year loan is not a certainty as interest rates and inflation are affecting the prospect of attaining a loan for 15 years as opposed to possibly 10-year for example. A 30-year bond issue based on the construction costs of 6.3 million, will be \$472,000 per year or \$94 per lot. He stated that the yearly amount is costlier with a bank loan but financing costs are lower. Board discussion ensued. The Board decided to hold a workshop on July 24th prior to the regularly scheduled meeting that evening to further discuss the options for project financing.



BAREFOOT BAY RECREATION DISTRICT

Mr. Diana made a motion to table this agenda item and the subsequent two agenda items until they are discussed further in a workshop. Second by Mr. Klosky. Motion carried unanimously.

Draft Resolution Calling for Referendum RE: Financing

Tabled until August 10, 2018

Lounge Expansion Project Scope of Work

Tabled until August 10, 2018

New Business

DOR Violations

DOR Violations 18-001195 927 Cashew Circle under compliance.

DOR Violation 18-000146 901 Waterway Circle

ARTICLE III, SECT. 2 (C) (D) Condition of Prop. (C) Unauthorized items ARTICLE III, SECT.10 and SECT. 2(D) Condition of Skirting ARTICLE III, SECT. 2 (C) (D) Condition of Prop. (C) Unauthorized items

Mr. Cavaliere made a motion to forward to the attorney for legal and equitable resolution. Second by Mr. Klosky. Motion carried unanimously.

DOR Violation 17-003632 620 Dolphin Circle

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

Mr. Cavaliere made a motion to forward to the attorney for legal and equitable resolution. Second by Mr. Diana. Motion carried unanimously.

DOR Violation 17-003633 412 Eagle Drive

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

Mr. Cavaliere made a motion to forward to the attorney for legal and equitable resolution. Second by Mr. Klosky. Motion carried unanimously.

DOR Violation 18-000763 414 Barefoot Blvd.

ARTICLE II, SECT. 5 (A) (B) ADIR (Unapproved Fence)

Mr. Cavaliere made a motion to forward to the attorney for legal and equitable resolution. Second by Mr. Diana. Motion carried unanimously.

DOR Violation 18-000985 414 Barefoot Blvd.

ARTICLE III, SECT.10 and SECT. 2(D) Condition of Skirting

Mr. Diana made a motion to forward to the attorney for legal and equitable resolution. Second by Mr. Cavaliere. Motion carried unanimously.

DOR Violation 18-000952 414 Barefoot Blvd.

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

Mr. Diana made a motion to forward to the attorney for legal and equitable resolution. Second by Mr. Cavaliere. Motion carried unanimously.



BAREFOOT BAY RECREATION DISTRICT

FY19 Assessment Rate

Mr. Walter Schmidt of the Barber shop and salon in the shopping center, stated that he previously spoke to former Resident Relations Manager, Ms. Sue Cuddie about possibly occupying the current Resident Relations Office at 931 Barefoot Blvd. once staff relocated to the new Administration Building at 625 Barefoot Blvd. He stated that he recently appealed to the Board about his request. Mr. Wheaton stated that he understood that the space has been approved for the veterans, however the use of this space for a commercial business seemed to make better sense and worth discussing. Mr. Schmidt stated that he has plans to open a barber school, in addition to maintaining his barber shop and salon. Board discussion ensued. Mr. Lavier asked if Mr. Schmidt investigated the previous medical office space available at the front of the shopping center. Mr. Schmidt stated that he was under the impression that the space was only available for a commercial medical office. Mr. Cavaliere stated that the 1100 sq. ft. office space is negotiable for businesses other than medical offices.

Mr. Jim Willie read a statement from Mr. Ray Bourgault, Chairman of Barefoot Bay Veterans Council, who was not present, clearly stating his position and dissatisfaction that the topic of the office space is up for discussion after already promised to the veterans. Mr. Willie read his own statement proclaiming his disappointment that Mr. Wheaton was in favor of placing this item on the agenda. Mr. Wheaton proclaimed his reasoning behind placing the topic on the agenda was not self-serving but in the spirit of community, as Mr. Schmidt is a member of this community and has rights to be heard before the Board. He voiced his disappointment that the veterans would accuse him of being disloyal to the veterans as a 27-year veteran himself. He maintained that he works for all the people of the Bay not just one group.

Mr. Diana made a motion to ratify the original decision to allow the Veterans to use the space currently in use by the Resident Relations office once vacated and allow Mr. Schmidt consideration of the space previously used by the doctor's office for his future plans for the Barber shop. Second by Mr. Klosky. Mr. Wheaton abstained. Motion passed 4-0.

Mr. Cavaliere made a motion to direct staff to advertise the doctor's office as general retail space rather than just strictly as a medical office. Second by Mr. Diana. Motion carried unanimously.

ARCC Appeal: 914 Pecan Circle

Permit received. Item removed from the agenda.

Violations Committee Re-Appointment: Al Grunow

Mr. Al Grunow was appointed to the Violations Committee on June 23, 2015, his term has now expired. He stated that he is willing to serve another term.

Mr. Diana made a motion to re-appoint Mr. Albert Grunow to the Violations Committee for a term of 3-years. Second by Mr. Klosky. Motion carried unanimously.

Investment Options

Mr. Charles Henley, Finance Manager presented information on financing options for the current BBRD funds per Mr. Cavaliere's request at a previous BOT meeting.

Mr. Cavaliere made a motion to move \$105,653.01 from the BOA Money Market Account to the SBA Reserve account. Second by Mr. Klosky. Motion carried unanimously.



BAREFOOT BAY RECREATION DISTRICT

Cart Path Repair/Replacement

Mr. Wheaton proposed reducing the golf membership and carts fees and implement a \$5 fee per round. Board discussed the proposal. Mr. Diana asked if this proposal was reviewed by the Golf Manager, Ernie Cruz. Mr. Coffey stated that it was. Mr. Cruz commented on the proposal stating that he had not had time to review the proposal in its entirety as he has been working on the golf course projects. He stated that he can see some questions that may arise with Mr. Wheaton's proposal and will review it when he returns from vacation.

Mr. Cavaliere brought up the topic of Golf being an amenity and stated this topic needs to be restated and confirmed.

Mr. Bob Peet discussed the decline of golf statewide. He suggested that the golf course is not supposed to be making money and he is not worried about it.

Mr. Donald Oldakowski suggested bringing back a revised version of the seasonal membership to increase membership on the golf course.

Mr. Ed Keeley commented on the topic of amenities concerning the golf course. He stated that amenities was not the draw for him in Barefoot Bay but he came here for a sense of community.

Mr. Diana made a motion to direct Mr. Cruz to compare current fee structure to Mr. Wheaton's proposal. Second by Mr. Cavaliere. Motion carried unanimously.

FY20 Budget Preparation Calendar

Mr. Coffey requested the BOT pick from the many possible openings for the townhall meeting and various workshops and then adopt the FY20 Budget Preparation Calendar. The Board were in a consensus about their flexibility and recommended staff choose the dates and let them know.

Manager's Report

Finance

- Surplus property Disposition Update – \$404.99 was the winning bid for the on-line auction of the 120 surplus chairs from D/E.

Resident Relations

ARCC Updates

- Meeting on July 10th has 26 permits on the agenda: 1 old, 15 consent (not changing the footprint of the home) and 10 non-consent (i.e. anything requiring a survey).
- The next meeting will be on July 24th at 9 am in the HOA office.

Violations Committee Updates

- Meeting on July 13th has 62 cases on the agenda.
- The next meeting will be on July 27th at 10 am at Bldg. D&E.

Other Interesting facts (from June)

- 14 applications processed with 6 new hires (in addition to the 119 applications received in May)
- 248 new DOR cases started
- 1 citizen ride along with DOR Inspector (call Resident Relations to sign up)
- 65 ARCC inspections



BAREFOOT BAY RECREATION DISTRICT

Food & Beverage

- “A Barefoot Kind of Night”, our annual Luau, will be held on Saturday, July 21 at pool #1 with a tropical themed buffet and cocktail menu. Tickets for this highly anticipated event are on sale in the Lounge, the 19th Hole and Resident Relations. Event flyers with all the details are posted.
- Food & Beverage is now text blasting daily specials and upcoming events announcements. They also email coupons for special discounts. Residents can fill out a form with their cell number and email address at the Lounge or 19th Hole to receive these notices.
- Check out the new bar area Lakeside of the Lounge for extra seating courtesy of Jason McGhee in Property Services. A new large sun sail will be installed in this area late summer providing needed shade in this great space.

Golf-Pro Shop

- Tournaments
 - o Jr. Golf: July 28th, 8:30am shotgun start (sign up at the Pro Shop or call 664.3174 for details)
- Project updates
 - o Bunker restoration phase 3
 - Completed 3 bunker’s drainage
 - #13 area behind green will begin July 9th
 - Sod will be done all at once at completion of drainage phase of all bunkers
 - o Restroom projects (grant funded):
 - Hole 6 completed renovation of roof and interior
 - Hole 16 (Contract awarded to Melbourne roofing; awaiting shingle installation; interior remodeling will begin August
 - o Chemical Building Roof – completed
 - o Cart Path Repairs/Replacement project will commence July 26th.
 - o Water stations ordered (waiting on delivery & will install as time permits)
 - o Jr. Golf Camp Update –2nd session July 10th through July 31st
 - o Please don’t drive your dune buggy through our parking lot netting (Net ordered and will be installed upon receipt)

Property Services

- Set up and tore down for the Fireworks display
- Addressed all current DOR violations
- Unpackaged and swapped out all chairs in D/E
- Replaced broken light at the tennis courts
- Re-enforced weir bank with old broken concrete
- Finished the “McGhee” bar behind the lounge
- Removed broken items on the exercise trail



BAREFOOT BAY RECREATION DISTRICT

- Continued scrubbing and waxing floors
- Fixed the broken sewer main in the Building A parking lot. Plumbers repaired the broken main property services excavated the 7ft hole then filled after repairs were complete. The area will remain blocked off until filled with black top.

General Information

- Weir Structure/Pipe Issue Update – General Counsel Repperger, Community Manager Coffey, and Matt Goetz, Property Services Manager attended a meeting with Brevard County staff on Friday June 29th to discuss a way forward concerning the needed repairs and to verify jurisdictional boundaries for stormwater maintenance.
 - o All parties agreed that it was in the best interest to separate the metal structure (actually a redundant second weir after the concrete weir upstream) from the pipe under Dottie Lane.
 - o The County is planning on slip lining the pipes and we agreed to pursue moving the metal structure upstream to be co-located with the concrete weir. We agreed it would be best to do both projects at about the same time and Scott Glanbitz from BSE subsequently had a preliminary discussion with St. John's Water Management District which seems promising regarding permitting of the project.
 - o Drainage issues along Cherokee, Pocatella and Chipewa were discussed.
 - o The County agreed to work with us toward developing a map that can be memorialized regarding specific canal, ditch and swale maintenance responsibilities in and around BBRD.

Board consensus to authorize Mr. Coffey's article into *The Barefoot Tattler*. Consensus to hold the first meeting in December on the 7th rather than on the 14th as regularly scheduled.

Attorney's Report

General Council Repperger was excused.

Incidental Trustee Remarks

Mr. Cavaliere discussed recent DOR Violations that were called in on his property that have been resolved. Mr. Cavaliere stated that the calls are typical during election time.

Mr. Klosky reminded the residents to please file for a permit before beginning any improvements to your home and property.

Mr. Wheaton clarified that he has no political agenda and takes personal offense when accused of having an investment in the outcome of agenda requests he takes from the residents. He reiterated that he takes the job he was elected to very seriously and is focused on supporting the community.

Mr. Diana thanked everyone that helped with the costs of the fireworks stating that it was a fantastic show and hoped we could get the resident involvement to perhaps pay for the entire amount next year.

Mr. Lavier also thanked everyone for the help with the fireworks which were a great success.



BAREFOOT BAY RECREATION DISTRICT

Adjournment

Mr. Cavaliere made a motion to adjourn.

The next meeting will be on Tuesday, July 24, 2018 at 7PM in Building D/E.

Meeting adjourned 3:40PM.

Joseph Klosky, Secretary

Dawn Myers, District Clerk

DRAFT



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting

July 24, 2018

7 P.M. –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on July 24, 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. Klosky.

Roll Call

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

Presentations

None brought forward

Minutes

Due to the short turnaround between agendas July 13, 2018 minutes will be provided at the August 10, 2018 meeting.

Treasurer's Report

Mr. Cavaliere read the Treasurer's Report for July 24, 2018.

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

Message from the Chairman

Mr. Lavier took a moment to remind the audience to respect the 3-minute time limit at the podium and to speak respectfully when stating your opinions as this is a business meeting and not for starting conflict.

Audience comment On Agenda Items

Mr. Rich Schwatlow commented on the past studies of the area behind the shopping center currently being discussed for the new D/E building. He reminded the Board that there were issues with the area in the past due to disagreement on whether this was a practical location and resident concerns about increased traffic in a residential area. He cautioned against constructing the proposed D/E building without room for expansion. He asked the Board to carefully plan the next building as there have many missteps in the past.



BAREFOOT BAY RECREATION DISTRICT

Mr. Ed Keeley voiced dissatisfaction regarding the path the trustees are on based on the current progress of the projects and financing. He suggested the Board consider what they are going to do carefully and not rush as the projects can be done one at a time without having to go to bond or loan.

Mr. Rick Berndsen questioned why interest rates have not been provided yet. Mr. Cavaliere stated that BBRD Financial Advisor, Clark Bennett, did provide those numbers at his initial visit to the Board meeting, however he cautioned the numbers are changing rapidly.

Unfinished Business

Draft Resolution Calling for Referendum RE: Financing Public Maintenance/Improvement Projects

Mr. Diana stated that numbers have been moved around at the workshop earlier today and asked to table this item until they further discuss the topic. Mr. Cavaliere asked if we can approve the resolution today and add the numbers in when they are available. General Counsel Repperger cautioned about waiting however, he can work with the Supervisor of Elections to let them know that the information is in process. Mr. Cavaliere recommended scheduling a Special Meeting to try and secure some numbers before the next meeting.

Mr. Diana made a motion to table this agenda item until the next meeting. Second by Mr. Klosky. Motion carried unanimously.

Mr. Cavaliere made a motion to schedule a Special Meeting on August 3, 2018. Second by Mr. Klosky. Motion carried unanimously.

Discussion of Fireworks

Mr. Diana stated that he was very impressed with the first display of fireworks on July 1, 2018 in Barefoot Bay. He commended the committee that raised over \$5000 in three weeks to help with the costs of the display. He suggested that if the committee had a year they could possibly raise enough money to offset the cost of the fireworks completely. He recommended the Board authorize a small committee, not to include staff, to start planning fundraisers, starting immediately, to help with the cost of next year's fireworks display.

Mr. Diana made a motion to authorize a committee, not to include staff, to begin fundraising for next year's fireworks display. Second by Mr. Cavaliere. Motion carried unanimously.

New Business

Micco RV Storage CCTV Repair/Replacement Change Order #1

On June 26, 2018, the BOT reconsidered its decision from the prior month and voted to award contract to ADS for CCTV replacement in the amount of \$13,269.00 and instructed staff to seek a change order for the installation of a vehicular tag reader camera. Staff provided two quotes for a license reader camera connected to an NVR and a stand-alone reader camera. Staff recommended approval of Micco RV CCTV Upgrade Change Order #1 from ADS Security Systems.

Mr. Diana made a motion to approve the Micco RV CCTV Upgrade Change Order #1 from ADS and instruct staff to execute a budget transfer from R&M/Capital Contingency line-item budget to cover the expense. Second by Mr. Klosky. Mr. Cavaliere and Mr. Lavier opposed. Motion passed 3-2.



BAREFOOT BAY RECREATION DISTRICT

Resolution to transfer all funds from Bank of America Money Market Account to the SBA Reserve Account and to Close the BOA Money Market Account.

General Counsel Repperger read the resolution.

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AUTHORIZING THE TRANSFER OF ALL FUNDS FROM THE BANK OF AMERICA MONEY MARKET ACCOUNT TO THE SBA RESERVE ACCOUNT.

Mr. Klosky made a motion approve the accompanying resolution for the transfer of all funds from the BOA Money Market to the SBA Reserve Account and to close the BOA Money Market Account. Second by Mr. Cavaliere. Motion carried unanimously.

Manager's Report

Due to a short turnaround the usual full manager's report was not available.

Resident Relations

ARCC - July 10th - 27 Cases 2 Denied 1 Old Business 4 Approved with stipulations.

July 24th - 16 Cases.

Violations Committee - July 13th - 58 Cases 10 Came into compliance 2 new home owner 2 tabled.
July 27th - 12 Cases.

Attorney's Report

General Council Repperger reported that the quit claim deed was acquired in the 637 Hyacinth case. He stated BBRD and the owner of 1003 Wren have gone into an agreement to take over the outstanding tax liability and code enforcement violations in exchange for taking over the home at no cost. District will pay \$350 in court costs and the tax liability, staff will remedy the code violation.

Incidental Trustee Remarks

Mr. Cavaliere stated that he supports a new D/E building behind the shopping center with a kitchen and the Lounge doubled in size with a small kitchen. He stated he would like to reduce costs for these projects and requested feedback from the homeowner's regarding the other planned projects. He asked for opinions regarding what they feel should be cut back and which ones they support. He stated he will not support a financial plan that raises assessment fees.

Mr. Klosky had no remarks.

Mr. Wheaton had no remarks.

Mr. Diana had no remarks.

Mr. Lavier apologized for not providing a substantial answer to a resident question at the workshop earlier in the day as he did not remember the correct information at the time.



BAREFOOT BAY RECREATION DISTRICT

Adjournment

Mr. Wheaton made a motion to adjourn.

The next meeting will be on Friday, August 10, 2018 at 1PM in Building D/E.

Meeting adjourned 7:36 PM.

Joseph Klosky, Secretary

Dawn Myers, District Clerk

DRAFT

Treasurer's Report

Barefoot Bay Recreation District

Treasurer's Report

August 10, 2018

Cash Balances in General Fund as of 8/8/18

Petty Cash

Total Petty Cash: \$ 2,000.00

Operating Cash in Banks

MB&T Operating Account

2,238,027.17

Total Operating Accounts: 2,238,027.17

Interest Bearing Accounts

BOA Money Market Account

105,666.04

SBA Reserve Account

565,447.21

Total Interest Bearing Accounts 671,113.25

Total Cash Balances in General Fund:

\$ 2,911,140.42

Total Daily Deposits and Assessments Received for 7/18 - 8/8/2018:

Daily deposits: \$ 101,089.71

Assessments received (from County only): -

Total Deposits Received \$ 101,089.71

Expenditures over \$5,000 for 7/18 - 8/8/2018:

Check Number	Vendor	Description	Check Amount
50798	The Gas Man	Pool 2 Heater Replacement	10,892.00
50801	Health First Health Plans	Employee Health Insurance	16,432.85
50819	Special District Services, Inc	Management Services	12,625.00
50826	Wesco Turf, Inc	Replacement Mower, Groundmaster 360	32,145.61
50845	Florida Power & Light Co	Electricity	6,433.98
50926	Reynolds General Contractors, Inc.	Draw 4 - New Administration Building	73,685.70
180807	Brevard County Tax Collector	NRP - 1003 Wren back taxes	5,413.79
	Paychex	Net Payroll - Period Ending 8/5/18	53,213.27
	US Treasury	Payroll Taxes - Period Ending 7/22/18	14,805.14
	Paychex	Net Payroll - Period Ending 7/22/18	52,077.59

Total Expenditures over \$5,000 \$ 277,724.93

Audience Participation

Unfinished Business

Board of Trustees Meeting Agenda Memo

Date: August 10, 2018

Title: **Lounge Expansion Project Discussion**

Section & Item: 8A

Department: R&M/Capital

Fiscal Impact: TBD

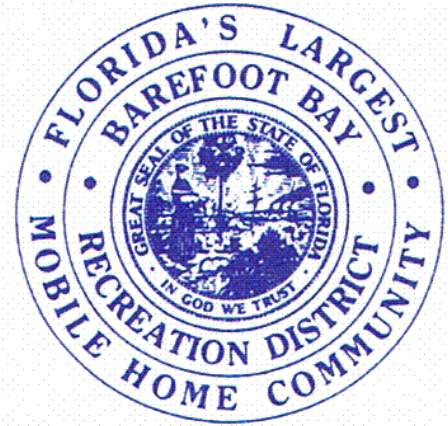
Contact: David Wheaton, Trustee; or John W. Coffey, Community Manager

Attachments: Conceptual Design and ROM

Reviewed by

General Counsel: N/A

Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Discussion of scope of work and direction to staff regarding seeking a conceptual design exercise proposal or a design/construction plans proposal from BBRD's engineering firm of record.

Background and Summary Information

The BOT has discussed for the past year the issue of long-term financing for specific R&M/Capital projects. On Jun 26th, under Trustee Incidental Comments, Trustee Diana recommended starting the design of the Lounge expansion project now to be able to execute the project in the summer of 2019. The BOT further discuss this project at a July 24th workshop.

Based on prior projects and conceptual design efforts, BBRD can expect the following timeline:

- 3-5 months design/construction drawings (including two BOT workshops for conceptual design review and direction to engineers and architects)
- 2-3 months RFP process
- 1-3 months contracting
- 1-2 months permitting

The community should note the following building related projects costs probably can be rolled into the Lounge Expansion project.

FY18 Ancillary projects					
60,000	Replace Pit Building at Pool #1 and Add Salt Water System				
44,000	Relocate Heater Equipment into New Pit Building at Pool #1				
11,000	Upgrade Golf Cart Parking Area (Lounge) to Crushed Concrete				
115,000	Pool related sub-total				
55,000	Replace Concrete & Pavers Lounge (West Side)				
31,000	Expand Paver Area West of Lounge by 20 feet				
32,000	Replace Roof on Lounge				
20,000	New Awning and Panels West of Lounge				
264,000	Lounge related sub-total				
379,000	Total				

Due to previous comments from individuals regarding the scope of the planned expansion (50%-100% of 1,300 square feet), staff requests the BOT confirm the size of the expansion and specify the type of design proposal (conceptual design exercise versus design/construction plans proposal) to seek which will be placed on the next available agenda for consideration.

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



August 07, 2018

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

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

Dear Mr. Coffey:

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

PROJECT SCOPE

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

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

BASIC SCOPE OF SERVICES

TLC shall provide professional engineering and design services for:

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

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

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

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

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

- Initial Design Charrette
- Conceptual Design Review Meeting

ADDITIONAL SERVICES

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

FEE

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

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

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

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

Sincerely,

TLC Engineering for Architecture



Colin G. Doyle, PE
Associate / Structural Project Engineer



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

Barefoot Bay Recreation District

By: _____

Print Name and Title

Date

Attachments

- Attachment A – Additional Services

ATTACHMENT A

ADDITIONAL SERVICES

Professional Engineering Services Proposal

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



COCOA DIVISION
874 Dixon Blvd
Cocoa FL 32922-5809
321-636-0274 • Fax 321-639-8986

MEMORANDUM

TO:	John Coffey Community Manager Barefoot Bay Recreation District 625 Barefoot Blvd Barefoot Bay, FL 32976	PROJECT:	Rough Order Magnitude (RoM) Cost Estimating Services Proposal
FROM:	Colin G. Doyle, PE	PROJECT #:	
RE:	Building A Lounge Enlargement	DATE:	August 07, 2018

Per your request, TLC is providing a rough order of magnitude cost estimate for the enlargement of the existing $\pm 2,600$ sf conditioned lounge area by 100% to $\pm 5,200$ sf. The additional space is to be conditioned. The rough order of magnitude cost estimate is based on national average construction costs as provided by 2016 RS Means adjusted for regional cost factors, along with square footage costs for new construction based on work currently in progress at the Barefoot Bay Recreation District. Rough order of magnitude estimates do not include soft costs associated with permitting, design, restricted working hours, hauling costs, or incidental site work.

The rough order magnitude cost is based on the following assumptions/limitations:

- The lounge addition is to be conditioned.
- RoM cost excludes interior fit out of expanded lounge including, but not limited to: decorations, furniture, and concessions.
- RoM assumes the existing lounge square footage is to be increased by 100% to a total approximate 5,200 square feet.
- Moderate landscaping and demo costs of portion of the existing exterior canopy on the North side of the lounge building, and relocation of the existing exterior walk-in cooler are included in the square footage RoM estimate values.
- New mechanical equipment will be provided to service the lounge addition.
- Expansion of the lounge square footage is assumed to fall under a Class II renovation and does not require that the existing building structure, mechanical, electrical, fire protection, plumbing, and/or architectural life safety elements be brought up to the standards outlined in the current Florida Building Code. This can only be evaluated through conceptual design of the expansion. Changes to this assumption may have significant impact to the assumed total cost of renovation.

Rough Order Magnitude Cost: **\$751,529.69**

Unit costs for various elements are provided in the attached worksheet.

If you have any additional questions or concerns, please feel free to contact our office.

Regards,

Colin Doyle, PE
Associate / Structural Project Engineer



COCOA DIVISION
874 Dixon Blvd
Cocoa FL 32922-5809
321-636-0274 • Fax 321-639-8986

Project	Barefoot Bay FY18 RoM Cost Estimates
TLC #	517098
By	CGD
Date	7-Aug-18
Subject:	Building A Lounge Enlargement
Description:	Rough order of magnitude cost estimate for a 100% increase in the square footage of the existing Building A lounge area.

Location: Barefoot Bay, Florida
 Location Factor: 90% {Melbourne, FL}
 Historical Cost Index: 101% {2016}
 Construction: Commercial
 Area Existing 2600 SF
 Addition 2600 SF

Rough Order Magnitude Cost						
Code	Description	Unit Cost	Adj. Unit	Unit	Qty	Total
M.455	1 Story Bldg - CMU with Wood Roof Trusses	\$ 170.35	\$ 154.85	SF	2600	\$ 402,605.19
-	General Interiors/Renovation	\$ 56.78	\$ 51.62	SF	2600	\$ 134,201.73
					Subtotal	\$ 536,806.92
Contractor Fees (General Requirements: 10%; Overhead 5%; Profit: 10%) <i>per RSMeans</i>					25%	\$ 134,201.73
Contingency					15%	\$ 80,521.04
					Total	\$ 751,529.69

Notes	
1	RoM cost estimate does not include soft costs associated with permitting, review, restricted working hours, hauling/fill costs, site work, additional services from the design team, and other mitigating factors
2	RoM cost includes interior fitout of expanded lounge including, but not limited to: decorations, furniture, and concessions.
3	Expansion of the lounge square footage classifies as a Class II renovation and does not require that the existing building structure be brought up to the standards of the current Florida Building Code. This will need to be evaluated through a life safety analysis of the existing space through conceptual design of the addition. changes to this assumption may have significant impact to the assumed cost of renovation.
4	Square footage cost of new construction is based on square footage cost of new administration building. Renovation cost is assumed to be 1/3 new construction cost as existing structure is assumed to remain in-tact.
5	Total building cost is 2.15 times cost of previously estimated 1,300 square foot addition and renovation.

Board of Trustees Meeting Agenda Memo

Date: August 10, 2018

Title: Draft Resolution Calling for Referendum RE: Financing Public Maintenance/Improvement Projects

Section & Item: 8B

Department: BBRD General Counsel/Administration

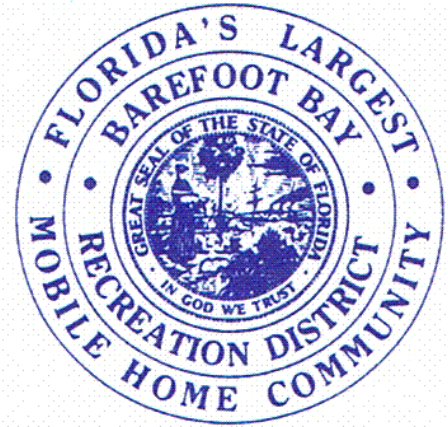
Fiscal Impact: Costs Associated with Referendum Election/Undetermined

Contact: General Counsel Cliff Repperger
(321) 984-2700

Attachments: Draft Resolution

Reviewed by
General Counsel: Yes

Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Consideration of Draft Resolution calling for Referendum Election.

Background and Summary Information

On April 30, 2018, the Board of Trustees of Barefoot Bay Recreation District considered and approved a list of twenty (20) public maintenance/improvement projects to be completed in accordance with the District's five (5) year Financial Model and Capital Improvement Plan. On April 30, 2018, the Board of Trustees also approved the financing of the approved list of twenty (20) public maintenance/improvement projects through the issuance of thirty (30) year tax exempt bonds. Since April 30, 2018, Board of Trustees has considered adding an additional project and altering the scope of the initial public maintenance/improvement project list to reduce the amount of required financing and has evaluated alternate financing options.

On June 8, 2018, the Board of Trustees authorized Attorney Repperger to draft a Resolution calling for a Referendum Election so that the registered electors of the District could indicate their desired method of financing.

RESOLUTION 2018-_____

A RESOLUTION OF THE BOARD OF TRUSTEES OF BAREFOOT BAY RECREATION DISTRICT CALLING A REFERENDUM ELECTION ON NOVEMBER 6, 2018 ON THE QUESTION OF WHICH TYPE OF FINANCING OF THE COSTS VARIOUS PUBLIC MAINTENANCE/IMPROVEMENT PROJECTS IS PREFERRED BY THE REGISTERED ELECTORS OF THE DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF BAREFOOT BAY RECREATION DISTRICT:

SECTION 1. AUTHORITY FOR RESOLUTION. This resolution is adopted pursuant to the authority of the Board of Trustees to provide for the method of financing of the improvement of real or person property of the District pursuant to Section 418.306, Florida Statutes and the authority to call a referendum pursuant to Section 100.211, Florida Statutes.

SECTION 2. FINDINGS. It is hereby found and determined as follows:

A. On April 30, 2018, the Board of Trustees of Barefoot Bay Recreation District considered and approved a list of twenty (20) public maintenance/improvement projects to be completed in accordance with the District's five (5) year Financial Model and Capital Improvement Plan;" and,

B. On April 30, 2018, the Board of Trustees also approved the financing of the approved list of twenty (20) public maintenance/improvement projects through the issuance of thirty (30) year tax exempt bonds; and,

C. Since April 30, 2018, Board of Trustees has considered adding an additional project and altering the scope of the initial public maintenance/improvement project list to reduce the amount of required financing and has evaluated alternate financing options; and,

D. At the time of the adoption of this Resolution, the total amount of financed funds necessary to complete the planned public maintenance/improvement projects is estimated to be \$_____; and,

E. The Board of Trustees desires to have input from the registered electors of Barefoot Bay Recreation District as to the preferred method of financing the costs of the public maintenance/improvement projects; and,

F. The Board of Trustees hereby expresses its intent to follow the will of the registered electors of the Barefoot Bay in choosing a financing option for the financing of the costs of the public maintenance/improvement projects; and,

G. The general election to be held on November 6, 2018, is an appropriate and desirable date for the conduct of a concurrent referendum election; and,

H. All things required to be done prior to the calling of a referendum election have been done and it is now desirable to call the referendum election.

SECTION 3. REFERENDUM ELECTION. A referendum election is hereby called and ordered to be held concurrently with the general election to be held on November 6, 2018, to determine the method of financing of the costs of public maintenance/improvement projects preferred by the registered electors of Barefoot Bay Recreation District.

SECTION 4. NOTICE OF REFERENDUM ELECTION. This resolution shall be published twice in full as part of the Notice of Referendum Election, together with a notice in substantially the form attached hereto as Exhibit "A," in *Florida Today*, a newspaper of general circulation in the Barefoot Bay Recreation District. The publication shall be made by the Clerk to the Barefoot Bay Recreation District Board of Trustees at least thirty (30) days prior to the election; once in the fifth week and once in the third week prior to the week in which the election is to be held.

SECTION 5. PLACES OF VOTING, INSPECTORS, CLERKS. The polls will be open at the voting places on the date of such referendum election during the hours prescribed by law. All qualified electors shall be entitled and permitted to vote at such referendum election on the proposition provided below. The places of voting and the inspectors and clerk for the referendum election shall be those designated by the Supervisor of Elections of Brevard County, Florida.

SECTION 6. OFFICIAL BALLOT. The ballots to be used in the referendum election shall contain one question and shall be in substantially the following form:

BALLOT
Barefoot Bay Recreation District, Brevard County, Florida

REFERENDUM QUESTION NO. 1

Method of Financing Costs of Public Maintenance/Improvement Projects

Which of the following financing options do you prefer to finance the costs of public maintenance/improvement projects approved by the Board of Trustees in accordance with the District's five (5) year Financial Model and Capital Improvement Plan?

_____ Fifteen (15) year Tax Exempt Loan

_____ Thirty (30) year Tax Exempt Bonds

SECTION 7. PAYMENT OF REFERENDUM ELECTION EXPENSES. The Barefoot Bay Recreation District shall pay all lawful expenses associated with conducting the referendum election.

SECTION 8. VOTER REGISTRATION BOOKS. The Supervisor of Elections for Brevard County is hereby authorized and requested to furnish to the inspectors and clerks at each place where the votes are to be cast in such referendum election, applicable portions of the registration books or certified copies thereof showing the names of the qualified electors.

SECTION 9. ELECTION ADMINISTRATION. The referendum election shall be held and conducted in the manner prescribed by law and shall be as soon as practicable, be returned and canvassed in the manner prescribed by law. The result shall show the number of qualified electors who voted at such referendum election and the number of votes cast respectively for and against the question.

SECTION 10. ELECTION RESULTS. The financing option receiving the majority of the votes cast at the referendum election shall be deemed to be the method of financing the costs of public maintenance/improvement projects preferred by the registered electors of the Barefoot Bay Recreation District.

SECTION 11. SEVERABILITY. In the event that any work, phrase, clause, sentence or paragraph hereof shall be held invalid by any court or competent jurisdiction, such holding shall not affect any other word, clause, sentence or paragraph hereof.

SECTION 12. REPEALING CLAUSE. All resolutions or other actions of Barefoot Bay Recreation District which are in conflict herewith are hereby repealed to the extent of such conflict or inconsistency.

SECTION 13. EFFECTIVE DATE. This resolution shall take effect immediately upon adoption.

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

Chairman, Brian Lavier
Trustee, Frank Cavaliere
Trustee, Steven Diana
Trustee, Joseph Klosky
Trustee, David Wheaton

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted this 13th day of July 2018.

Barefoot Bay Recreation District

By: _____
Brian Lavier, Chairman

By: _____
Joseph Klosky, Secretary

EXHIBIT “A”

**NOTICE OF REFERENDUM ELECTION
BAREFOOT BAY RECREATION DISTRICT**

Notice is hereby given that a referendum election shall be held on November 6, 2018, at which the question described in the following resolution number 2018-_____ adopted by the Board of Trustees of Barefoot Bay Recreation District, on the 13th day of July shall be submitted to the registered electors of the District:

[RECITE RESOLUTION]

New Business

Board of Trustees Meeting Agenda Memo

Date: August 10, 2018

Title: **Pickle Ball Courts Award of Contract**

Section & Item: 9A

Department: R&M/Capital

Fiscal Impact: \$18,660.00 (FY18 Budget of \$75,000)

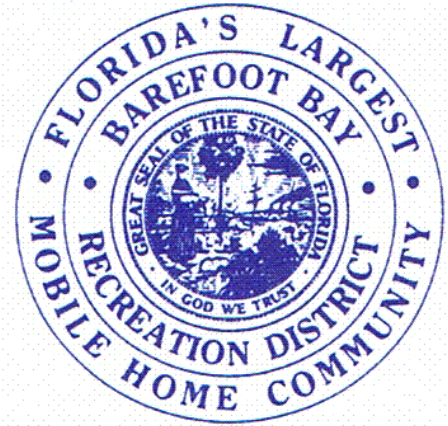
Contact: Matt Goetz, Property Services Manager;
or John W. Coffey, Community Manager

Attachments: Quotes and email between Community Manager Coffey and Property Services Manager Goetz

Reviewed by

General Counsel: N/A

Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Review and award of contract for conversion of two tennis courts to six pickle ball courts.

Background and Summary Information

The FY18 Approved Budget contains \$75,000.00 for the construction of 4 new pickle ball courts. After considering various proposed locations in multiple meetings, the BOT unanimously voted on February 9th to convert the two western tennis courts into six pickle ball courts instead of building four additional pickle ball courts. Staff solicited the following bids (at the same time as soliciting bids to repair the damaged parameter fence of the five existing courts):

Vendor	Pickleball Courts	Fence Repairs	Total	Workmanship Warranty Period
Papico Construction Inc.	18,660.00	-	18,660.00	36 months
AAA Quality Fence, LLC	-	8,500.00	8,500.00	12 months
Recommended vendors total			27,160.00	
NIDY	N/A	N/A	30,973.00	24 months
Sport Surfaces	20,900.00	15,500.00	36,400.00	24 months

Of note, the typical height of the divider fence between pickle ball courts ranges from three to four feet. Some pickle ball players have requested that a three-foot divider fence be used. However, staff solicited four-foot fencing due to safety concerns.

Hence, staff recommends the BOT award contract for the conversion of two tennis courts into six pickle ball courts to Papico Construction, Inc. in the amount of \$18,660.00 and instruct staff to transfer the balance of the project budget into R&M/Capital Contingency.



Papico Construction Inc.

OUTDOOR Recreational Contractor

Tennis — Pickleball — Basketball — Bocce — Shuffleboard — Volleyball
Running Tracks & Field Events — Football — Soccer — Baseball/Softball

professional game equipment & surfacing products for athletic facilities
licensed & insured GC# 028735

Barefoot Bay
625 Barefoot Bay Blvd.
Barefoot Bay, FL 32967

PROPOSAL

Date: 7/16/18
Attn: Matt Goetz
Phone: 772-494-9985 Cell
Email: mattgoetz@bbrd.org

CONVERT TWO TENNIS COURTS TO SIX PICKLEBALL COURTS

Court color: Currently Blue & Green

Fence color: Green Dimensions: 108' by 120' Plexipave System @ www.plexipave.com

- 1) Furnish and place six (6) pair of schedule 40 PVC sleeves in concrete foundations 1.5' by 1.5' 2.5' deep.
- 2) Furnish and install six Center Anchors set in concrete 1' by 1' by 1' deep.
- 3) Remove the existing Tennis nets and net posts and store on site. Pressure clean the courts. Flood court surface with water and allow it to drain. Patch and level any remaining water to within 1/8" as best possible. Contractor is not responsible for existing conditions.
- 4) Furnish and install approximately 108 LF of 4' high fence to divide the courts. All posts schedule 40 galvanized.
- 5) Clean and fill all cracks with Plexipave Crack Filler. Patch all holes and gouges. Cracks will reappear over time.
- 6) Furnish and apply one (1) coat of Acrylic Resurfacer filler to provide a proper base coat.
- 7) Furnish and apply two (2) coats of Fortified Acrylics to provide in-depth color and durability.
- 8) Stripe six (6) Pickleball courts to regulation with White acrylic line paint.

___ Add \$1,500.00 to the price below to apply a third coat of Acrylic color, for a four coat system

Notice: Owner to provide necessary access with water and electric available.

Application of surfacing materials does not prevent the reoccurrence of cracks

36 Month Warranty on Workmanship & Materials

We hereby propose to furnish & install labor a/o materials— complete and in accordance with the specifications noted above, for the sum of:

Eighteen Thousand Six Hundred Sixty

and 00/100 dollars

\$ 18,660.00

Payment schedule: ☒ 50% upon acceptance, 50% upon completion ☐ 100% upon completion ☐ as per contract specifications

All material is guaranteed to be as specified. All work to be completed in workmanlike manner according to standard industry practices. Any changes to work scope or products resulting in additional costs will be executed only upon written agreement. All agreements are contingent upon the absence of weather delays, accidents, strikes and acts of God and nature beyond our control. All guarantees exclude any and all liability for acts of vandalism, negligence of others, abnormal usage, lack of maintenance, work done by others—not in our contract, or conditions beyond our control. No guarantee or warranty will be applied to unknown conditions including, but not limited to, imperfections in the sub-base, base rock, and paving or concrete surface—when applicable. Owner is responsible for providing access to site with water and electric available during work scope. Owner to carry and maintain insurance coverage for fire, tornado, hurricane, and property losses during time of work scope.

Authorized signature: Gregory Pappas, VP

Note: this proposal may be withdrawn if not accepted within 30 days

Acceptance of Proposal — entering into Contract: The above prices, specifications, and conditions are satisfactory and hereby accepted. You are hereby authorized to proceed with work a/o order as specified. Payment will be made according to the agreed terms as outlined above. Interest of 5% will be charged to past due accounts beyond 10 days of due date. If collection must be made by an attorney or collection agency, all fees incurred will be the responsibility of the party accepting contract.

Authorized signature: _____, title: _____ Date: _____

P.O. Box 384 (3520 SW Armellini Ave, Bay E) Palm City, FL 34991

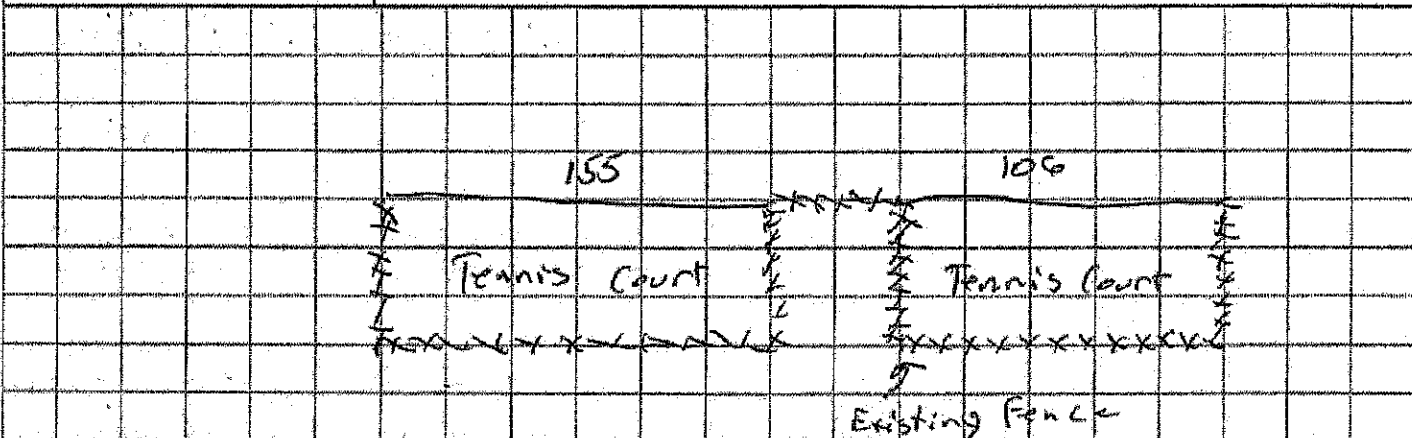
o: 772-288-1826 f: 772-288-1844 e: papicosports@gmail.com



Quality Fence LLC
P.O. Box 3036
COCOA, FL 32924
NORTH: 321-926-8181
CENTRAL: 321-458-9191
SOUTH: 321-541-8181
EMAIL:
aaaqualityfence@gmail.com
License # 09-FE-CT-00114
"Quality is our Speciality"

CONTRACT-This offer guaranteed for 30 Days

Contact	Matt	Date	7/19/18
Phone# - Contact	772.494.9985	Sales Rep	MARK
Phone# - Job Site		Email	
Buyer:	Barefoot Bay Recreation		
Address:	Barefoot Blvd		
City, State Zip:	Barefoot Bay, FL 32976		
Job Site Address:			
Billing Address:			



Special Instructions:

Remove + Replace Approx 261 LF of 10' high green vinyl coated chainlink. All posts will be 3" schedule 40 commercial grade. Top rail & bottom tension wires.

INSTALL - LEVEL	Core Drill - # Holes	Barb Wire?	GATES	SNG	DBL	SLIDE	CANT
Straight Top	Privacy Slats Y	Y	Quantity				
Countour	Color	Bottom Tension Wire?	W x H				
Stepped	Type	Y					

WOOD(LF)	C/L(LF)	VINYL(LF)	ALUMINUM/ FIELD FENCE
STYLE	HT	STYLE	HT
PICKETS	GAUGE	COLOR	COLOR
CO.	CUST.	SIZE	SPACING
REMOVE FENCE	LINE POSTS	SIZE	SPACING
CLEAR LINE	RAILS	SIZE	SPACING
TRENCH	TERMINALS	SIZE	SPACING
HAULAWAY	K/K	K/T	T/K

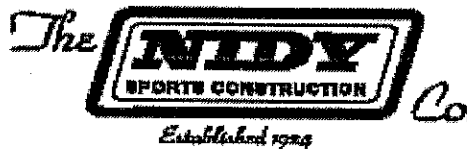
By execution of this document, Buyer acknowledges that he/she has read and understands the terms and conditions set forth on the reverse and front side hereof and within any attachments. Seller shall not be responsible for and Buyer should hold harmless AAA Quality Fence LLC from any and all damages or liabilities resulting from any cut or damaged lines including, but not limited to gas, water, sprinkler, electric, telephone, fiber optics, cable, etc. Buyer shall comply with all applicable statutes and codes relating to the location of utility lines.

Building Permit - Customer:	Company: X	Buyers Signature:
Lump Sum Total:	8500.00	Buyers Name (Print):
Less Deposit:	4250.00	Sales Rep's Name:
Balance Due (Upon Completion):	4250.00	Sales Rep's Name (Print): MARK Beckemeier
Date:		Sales Rep's Cell#: 321.745.9652

****Leave fence signs intact for Warranty to be in effect**** The provisions on the reverse side of this contract are made part of this contract.

TERMS OF CONDITIONS OF CONTRACT

1. Customer represents that they hold legal title to the subject real property or are authorized to act as an agent for the true owner. Customer agrees to pay AAA Quality Fence LLC (the "Company") the balance of the purchase price immediately upon completion of installation of the fence. A finance charge in the amount of 1.5% of the purchase price will be added to any invoice fifteen (15) days past due. Every 30 days thereafter, and additional 1.5% will be added to the final invoice.
2. If full payment is not received, the Company may remove the said property and materials from the Customer's property with this written permission. The Company further retains the right to hold Customer liable for the full-unpaid balance. Should legal action become necessary, Customer shall be held liable for court costs, attorney fee, plus interest on the unpaid balance from the due date until payment is received by the Company at the highest rate of interest allowed by law in the State of Florida.
3. Customer agrees to locate property pins, stake terminals and property lines. The Company will assist customer, upon request, in determining where the fence is to be erected, but under no circumstances will the Company assume responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located, it is recommended that the customer have the property surveyed.
4. Customer agrees that two (2) feet on both sides of the proposed fence lines will be clear of any and all obstruction including trees, bushes, and debris. In the event that the fence line is not cleared upon our arrival, Customer will be charged a trip fee of \$350.00 and the job will then be rescheduled for a later date.
5. The contract anticipates that once the work is started, the Company will have the ability to complete the entire scope of work without any interruptions. Further, any changes made by the Customer to the layout of the proposed fence must be made prior to the installation date. If changes are made after our arrival Customer will be charged a trip charge if such changes requires and additional trip to the property for completion of the fence.
6. Customer waives all responsibility of the Company and agrees to solely be responsible for damage to sprinkler systems or other buried private utilities or underground lines whose locations have not been properly marked and agrees to indemnify the Company from any liability which it might incur pursuant to the service involved in the performance of this Contract. The Company will call Sunshine Locating Service to locate your public underground utilities.
7. We warranty our workmanship on vinyl, chain link, and aluminum fences for a period of one (1) year. Wood fence carry a 30-day workmanship warranty. Most products are warranted as per the manufacturer. Customer acknowledges that wood fence material has a tendency to shrink, warp, crack, and chip and that these features of wood are normal and accepted occurrences and are not warranted.
8. All workmanship warranties will be void in the event of a tropical storm, hurricane, fire, or Act of God.
9. Any cancellation by Customer prior to commencement of work is subject to a charge of 25% of the contract price. Cancellation of orders which are for special order materials such as special order aluminum are subject to a charge of 50% of the contract price.
10. Installation dates are approximate due to various circumstances such as weather, workload, obtaining building permits, and utility locates. AAA Quality Fence LLC will strive to install fencing in a timely manner; however, customer may not cancel this contract due to rescheduling for circumstances beyond the Company's control.
11. The price included in this proposal is firm for 30 days unless the contract is executed.



PROPOSAL

DATE: 6/25/18

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

SECTION 1:

Our price for converting two (2) tennis courts into six (6) pickleball courts, as noted below, is the lump sum of **Thirty Thousand Nine Hundred Seventy Three and 00/100 dollars (\$30,973.00)**. Payment to be upon completion. Price subject to change after 90 days.

SCOPE OF WORK

- 1) Remove and dispose of **266 LF** of fence on the south end of all **five (5)** tennis courts.
- 2) Provide and install new **3" O.D.** schedule 40 galvanized pipe line posts on entire south end of courts. Top and brace rails **1 5/8" O.D.** tubing. Provide and install (6) gauge vinyl coated tension wire at bottom of all new fencing. Chain link mesh to be **1 3/4" (9)** gauge finish vinyl coated. All posts, rails, and fittings to be vinyl coated. Patch all new fence footers on **three (3)** tennis courts.
- 3) Provide and install **100 LF** of 4' high with fence at center of tennis courts to be converted with **one (1) 4' x 7'** gate. Corner and terminal posts **3" O.D.**, line posts **2 1/2" O.D.**, schedule 40 galvanized pipe. Top and brace rails **1 5/8" O.D.** tubing. Provide and install (6) gauge vinyl coated tension wire at bottom of all fencing. Chain link mesh to be **1 3/4" (9)** gauge finish vinyl coated. All posts, rails, and fittings to be vinyl coated.
- 4) Provide and install **six (6)** pair of semi-permanent pickleball net posts complete with ratchet reels. Each post set in a pvc sleeve in a **2' x 2' x 3'** concrete foundation.
- 5) Apply **one (1)** coat of Acrylic Resurfacer over entire surface of **new pickleball** courts.
- 6) Apply **two (2)** coats of California Products Corporation Fortified Plexipave color coating over entire surface of **new pickleball** courts.
- 7) Paint regulation pickleball court markings with white textured line paint.
- 8) Provide and install **six (6)** synthetic cord pickleball nets.

NOTE: Water must be allowed to drain from court surface. Do not block water flow on low side of court with grass or landscaping.

SPECIAL NOTE: Should owner request additional coating material applied or other work performed to surface of court which is not outlined in items 1 - 8, it will be at extra cost. Contractor does not warrant existing cracks or new cracks from coming thru new color system.

By owner or other:

- 1) Provide access for equipment and water as required.

SECTION 2:

CRACKS IN PICKLEBALL COURTS

It should be noted that as your pickleball court ages, it can and probably will develop cracks. After resurfacing new cracks may appear and repaired cracks may reappear. Cracks develop in pickleball courts for various reasons with the most common being:

1. The constant expansion and contraction of more than 7000 square feet of surface per court in response to constant fluctuations in ambient temperatures. These daily fluctuations are often greatest in winter.
2. Loss of flexibility of the asphalt as it ages and loses the oils used in the manufacturing process.
3. Changes in subsurface stability reflecting through the court surface.

The Nidy Sports Construction Company uses standard industry procedures to repair and limit cracking, but the processes that cause cracking continue after resurfacing. The Nidy Sports Construction Company cannot and does not warrant against new cracks appearing or old cracks reappearing after the court has been surfaced.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their proper officers or duly authorized agents on the day and year first above written.

The parties agree that in the event that payment is not made as provided herein, Contractor may terminate this contract, refuse to complete any work remaining pursuant to the contract, and any alternate proposals, amendments, changes, or modifications thereto, and sue for the payment due, plus any work performed by contractor up until the date of termination, including a reasonable profit and overhead, court costs, attorney's fees (including attorney's fees incurred in arbitration and administrative proceedings and all state and federal actions and appeals), and interest at the rate of 1 1/4% per month, 18% per year.

In the event of litigation of this contract, venue of same shall lie in Seminole County, Florida and the prevailing party shall be entitled to an award of reasonable attorney's fees and costs from the non-prevailing party.

Insurance Certificates and Licenses Provided Upon Request *Any changes or additions to standard coverage at additional cost.

COLOR SELECTIONS:

NIDY SPORTS CONSTRUCTION COMPANY

COURT SURFACE:

By Jamie Beck
Jamie Beck, Sales Professional

IN BOUNDS _____

OUT OF BOUNDS _____

Accepted By:

Date:

Signature

Title

SECTION 3:

CONDITION OF SALE:

The purchaser and Seller or its assigns agree to the purchase and sale of before described property on the following conditions:

- 1) That Purchaser will pay to Seller or its assigns the Total Contract Price in accordance with the terms set forth.
- 2) That if the Purchaser shall default in the payment of any installment or violate any of the provisions of this Contract the Seller or its assigns shall have the right to declare due the whole amount unpaid and without notice or demand, legal process, liability for trespass or damages, and without prejudice to other action, enter the premises where said property may be repossess and remove same.
- 3) That there are no agreements or warranties in connection with this transaction which are not expressly set forth in this Contract.
- 4) Buyer hereby assigns without recourse The Nidy Sports Construction Company the right and interests of the material and equipment in the above Contract and in the property described therein until paid in full.

SECTION 4:

Owners Name and Address: _____

Phone _____

Job Site Address or Legal Description _____



7011 Wilson Rd.
West Palm Beach FL 33413
561-964-2001, Fax: 561-964-5009
www.sportsurfaces.com

PROPOSAL/AGREEMENT

June 25th 2018

CUSTOMER

Barefoot Bay
625 Barefoot Blvd.
Sebastian FL 32976

Agreement made between Sports Surfaces LLC. hereinafter called the Contractor and Barefoot Bay hereinafter called the Customer for the conversion of (2) asphalt tennis courts into (6) pickleball courts with respect to the following terms and specifications:

COURT PREPARATION:

Court Size: 120' x 120'

The Contractor will pressure clean and power blow court(s) as necessary to remove loose dirt, mildew and oil. The Contractor will patch depressions greater than 1/8" after 1 hour drying time in sunlight, grind down any ridges as Tennis Net posts and tennis nets will remain in place to serve as a divider between courts unless otherwise specified. The Contractor will install (6) net post footers with sleeves set into concrete for pickleball post installation. Note: court must have a minimum of 1% slope in one plane in order to guarantee removal of water.

SURFACING OF TENNIS COURT(S)

The Contractor will apply (1) Coat of Acrylic Resurfacer over entire court area to fill voids and provide smooth surface. The Contractor will apply (2) Coats of Acrylic Color Concentrate (two-tone), To provide in depth color over court surface.

Color Choice _____

(Colors may be selected by visiting www.sportmaster.net and following the Court Designer link)

The Contractor will mark and paint pickleball lines for (8) courts per USA Pickleball Association regulations in white. The Contractor shall thoroughly and expediently clean up all drums, trash, etc. upon job completion.

EQUIPMENT

The Contractor will supply and install (6) pairs of pickleball net posts and (6) pickleball nets with center straps.

FEE

The Contractor agrees to provide tools, materials, labor, supervision and insurance to complete the above work for a sum of
TWENTY THOUSAND NINE HUNDRED DOLLARS (\$ 20,900.00)



7011 Wilson Rd.
West Palm Beach FL 33413
561-964-2001, Fax: 561-964-5009
www.sportsurfaces.com

June 25th 2018

Barefoot Bay
625 Barefoot Blvd.
Sebastian FL 32976

PROVISIONS

The Customer agrees to pay a 33% deposit upon acceptance of proposal
The Customer agrees to pay a 33% deposit upon commencement of work.
The Customer agrees to pay balance upon completion of the above-proposed work.

CONDITIONS:

The Customer will furnish stable access to site for equipment and material and provide a clean water supply and electrical feed at job site within 100' for construction use. The owner shall be responsible for seeing that all landscaping, grass, and shrubs outside the court perimeter be lower than the court surface to aid in proper drainage.

Unless otherwise specified, repair of root damaged asphalt is not included. Should our field technician discover such root damage, repairs will be made at an additional charge of \$ 7.00 / sf of area repaired.

The Contractor accepts no responsibility for acts by anyone at job site except for those sub-contracted or employed by Sports Surfaces LLC, Courts Inc. The Customer shall keep all sprinkler systems off during resurfacing work and for 1 day following the completion of work. Damage due to sprinkler system are billed as additional expense to owner.

Re-mobilization fee: If production is halted due to circumstances beyond our control, permit issues, or failure to receive progress payments a \$500 re-mobilization fee shall be charged to pay for crew down time, gas and expenses

CREDIT

If the Customer does not pay as agreed upon, the Contractor shall have the right to file a lien against the real estate for the amount of the work done. No further work shall be accomplished if installment payments are not made at the time specified. In the event it is necessary to employ the services of an attorney to secure payment, as per the terms of this agreement, then the customer agrees to pay reasonable attorney fees. Interest of 1 ½ % per month will be charged on accounts past due

GUARANTEE

The Contractor guarantees all work against defects in workmanship or materials for a period of (2) years from date of completion. This guarantee excludes Normal wear and tear, physical abuse or neglect and any other conditions beyond the contractor's control, such as sub-base settling, structural cracks, asphalt shrinkage cracks, hydrostatic pressure or water vapor pressure bubbles, intrusion of weeds or grass, etc. Existing cracks may reappear at any time. Proper tennis shoes must be worn on court. Some sneakers, street shoes, dark soled shoes, skateboards, roller blades, etc. will scuff and damage surface. Guarantee shall become void upon owner's failure to adhere and comply with the payment schedule.

Respectfully submitted by:

Sandra Gold - Sports Surfaces LLC.

Proposal accepted by: _____ Title: _____ Date: _____



7011 Wilson Rd.
West Palm Beach FL 33413
561-964-2001, Fax: 561-964-5009
www.sportsurfaces.com

PROPOSAL/AGREEMENT

June 25th 2018

CUSTOMER

Barefoot Bay
625 Barefoot Blvd.
Sebastian FL 32976

FENCING OPTION - PLEASE INITIAL TO ORDER

The Contractor will remove 263' x 10' of fencing and dispose off site.

Contractor will install approximately 480' green or black fencing with high vinyl coated wire. Line posts to be 2 1/2" OD and Corner posts to be 3" OD. Top rail all 15/8". Corners to each have one side braced with middle rail. 6" x 6" galvanized flanges to be attached to deck using expansion bolts. Price includes 4 standard size gates. Perimeter fencing only.

10' high fencing ADD \$ 15,500.00	Color _____
8' high fencing ADD \$ 14,500.00	Color _____
6' high fencing ADD \$ 12,500.00	Color _____

PROVISIONS

The Customer agrees to pay a 33% deposit upon acceptance of proposal

The Customer agrees to pay a 33% deposit upon commencement of work.

The Customer agrees to pay balance upon completion of the above-proposed work.

CONDITIONS:

The Customer will furnish stable access to site for equipment and material and provide a clean water supply and electrical feed at job site within 100' for construction use. The owner shall be responsible for seeing that all landscaping, grass, and shrubs outside the court perimeter be lower than the court surface to aid in proper drainage.

Unless otherwise specified, repair of root damaged asphalt is not included. Should our field technician discover such root damage, repairs will be made at an additional charge of \$ 7.00 / sf of area repaired.

The Contractor accepts no responsibility for acts by anyone at job site except for those sub-contracted or employed by Sports Surfaces LLC. Courts Inc. The Customer shall keep all sprinkler systems off during resurfacing work and for 1 day following the completion of work. Damage due to sprinkler system are billed as additional expense to owner.

Re-mobilization fee: If production is halted due to circumstances beyond our control, permit issues, or failure to receive progress payments a \$500 re-mobilization fee shall be charged to pay for crew down time, gas and expenses

CREDIT

If the Customer does not pay as agreed upon, the Contractor shall have the right to file a lien against the real estate for the amount of the work done. No further work shall be accomplished if installment payments are not made at the time specified.

In the event it is necessary to employ the services of an attorney to secure payment, as per the terms of this agreement, then the customer agrees to pay reasonable attorney fees. Interest of 1 1/2 % per month will be charged on accounts past due

GUARANTEE

The Contractor guarantees all work against defects in workmanship or materials for a period of (2) years from date of completion. This guarantee excludes Normal wear and tear, physical abuse or neglect and any other conditions beyond the contractor's control, such as sub-base settling, structural cracks, asphalt shrinkage cracks, hydrostatic pressure or water vapor pressure bubbles, intrusion of weeds or grass, etc. Existing cracks may reappear at any time. Proper tennis shoes must be worn on court. Some sneakers, street shoes, dark soled shoes, skateboards, roller blades, etc. will scuff and damage surface. Guarantee shall become void upon owner's failure to adhere and comply with the payment schedule.

Respectfully submitted by:

Sandra Gold - Sports Surfaces LLC.

Proposal accepted by: _____ Title: _____ Date: _____

John Coffey

From: John Coffey
Sent: Wednesday, August 01, 2018 3:53 PM
To: Matt Goetz
Subject: RE: Pickle ball courts

Matt,

I concur with your recommendation for the 4 foot high fence. Ultimately, it will be up to the BOT to decide if they follow our recommendation or the requests of audience members.

Sincerely,

John W. Coffey
Community Manager
Barefoot Bay Recreation District
625 Barefoot Blvd.
Barefoot Bay, FL 32976
Phone: 772.664.3141
Fax: 772.664.1928

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

From: Matt Goetz <mattgoetz@bbrd.org>
Sent: Wednesday, August 01, 2018 2:20 PM
To: John Coffey <jcoffey@bbrd.org>
Subject: Pickle ball courts

After talking with all three vendors on divider fence height the norm is 3' or 4' . A couple of the pickle ball players have requested that there is a 3 foot divider fence, I feel that this is an awful low fence and a safety concern that is why i have asked all vendors for the also standard 4 foot fence. Please let me know if you are also on board with this.

Thank you

--

Matthew J. Goetz
Barefoot Bay Recreation District
Property Service Manager

Board of Trustees Meeting Agenda Memo

Date: August 10, 2018

Title: **Tennis and Pickle Ball Courts Fence Replacement Award of Contract**

Section & Item: 9B

Department: R&M/Capital

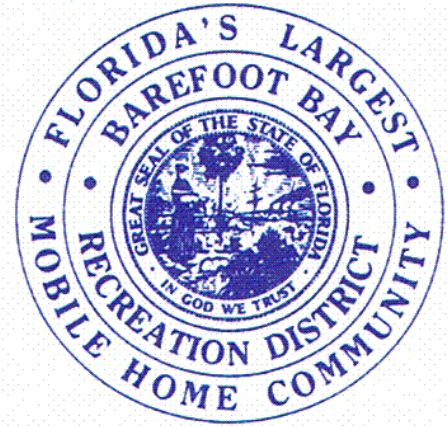
Fiscal Impact: \$8,500.00

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

Attachments: Quotes

Reviewed by
General Counsel: N/A

Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Review and award of contract for replacement of the tennis and pickle ball courts southern parameter fence.

Background and Summary Information

On March 25th, a wind storm damaged the southern parameter fence due to high winds and the sun screens being attached. Since this was the third such incident in three years, staff solicited repairs that included upgrades to the size of the poles (all poles to be corner posts) to strengthen the fencing against future wind storms.

Vendor	Pickleball Courts	Fence Repairs	Total	Workmanship Warranty Period
Papico Construction Inc.	18,660.00	-	18,660.00	36 months
AAA Quality Fence, LLC	-	8,500.00	8,500.00	12 months
Recommended vendors total			27,160.00	
NIDY	N/A	N/A	30,973.00	24 months
Sport Surfaces	20,900.00	15,500.00	36,400.00	24 months

Of note, staff has submitted the damages to BBRD's property insurance company but has not received notification of the disposition of the claim as of the date of the memo's drafting. Additionally, AAA Quality Fencing, LLC performed the softball field fence replacement after Hurricane IRMA. Said work was performed in a timely and professional manner.

Sufficient available budget exists in R&M/Capital Contingency to fund this expenditure.

Hence, staff recommends the BOT award contract for the replacement of the tennis and pickle ball courts southern parameter fence to AAA Quality Fence, LLC. in the amount of \$8,500.00 plus permitting and instruct staff to transfer the needed budget for said project from R&M/Capital Contingency.



Papico Construction Inc.

OUTDOOR Recreational Contractor

Tennis — Pickleball — Basketball — Bocce — Shuffleboard — Volleyball
Running Tracks & Field Events — Football — Soccer — Baseball/Softball

professional game equipment & surfacing products for athletic facilities
licensed & insured GC# 028735

Barefoot Bay
625 Barefoot Bay Blvd.
Barefoot Bay, FL 32967

PROPOSAL

Date: 7/16/18
Attn: Matt Goetz
Phone: 772-494-9985 Cell
Email: mattgoetz@bbrd.org

CONVERT TWO TENNIS COURTS TO SIX PICKLEBALL COURTS

Court color: Currently Blue & Green

Fence color: Green Dimensions: 108' by 120' Plexipave System @ www.plexipave.com

- 1) Furnish and place six (6) pair of schedule 40 PVC sleeves in concrete foundations 1.5' by 1.5' 2.5' deep.
- 2) Furnish and install six Center Anchors set in concrete 1' by 1' by 1' deep.
- 3) Remove the existing Tennis nets and net posts and store on site. Pressure clean the courts. Flood court surface with water and allow it to drain. Patch and level any remaining water to within 1/8" as best possible. Contractor is not responsible for existing conditions.
- 4) Furnish and install approximately 108 LF of 4' high fence to divide the courts. All posts schedule 40 galvanized.
- 5) Clean and fill all cracks with Plexipave Crack Filler. Patch all holes and gouges. Cracks will reappear over time.
- 6) Furnish and apply one (1) coat of Acrylic Resurfacer filler to provide a proper base coat.
- 7) Furnish and apply two (2) coats of Fortified Acrylics to provide in-depth color and durability.
- 8) Stripe six (6) Pickleball courts to regulation with White acrylic line paint.

___ Add \$1,500.00 to the price below to apply a third coat of Acrylic color, for a four coat system

Notice: Owner to provide necessary access with water and electric available.

Application of surfacing materials does not prevent the reoccurrence of cracks

36 Month Warranty on Workmanship & Materials

We hereby propose to furnish & install labor a/o materials— complete and in accordance with the specifications noted above, for the sum of:

Eighteen Thousand Six Hundred Sixty

and 00/100 dollars \$ 18,660.00

Payment schedule: ☒ 50% upon acceptance, 50% upon completion ☐ 100% upon completion ☐ as per contract specifications

All material is guaranteed to be as specified. All work to be completed in workmanlike manner according to standard industry practices. Any changes to work scope or products resulting in additional costs will be executed only upon written agreement. All agreements are contingent upon the absence of weather delays, accidents, strikes and acts of God and nature beyond our control. All guarantees exclude any and all liability for acts of vandalism, negligence of others, abnormal usage, lack of maintenance, work done by others—not in our contract, or conditions beyond our control. No guarantee or warranty will be applied to unknown conditions including, but not limited to, imperfections in the sub-base, base rock, and paving or concrete surface—when applicable. Owner is responsible for providing access to site with water and electric available during work scope. Owner to carry and maintain insurance coverage for fire, tornado, hurricane, and property losses during time of work scope.

Authorized signature: Gregory Pappas, VP

Note: this proposal may be withdrawn if not accepted within 30 days

Acceptance of Proposal — entering into Contract: The above prices, specifications, and conditions are satisfactory and hereby accepted. You are hereby authorized to proceed with work a/o order as specified. Payment will be made according to the agreed terms as outlined above. Interest of 5% will be charged to past due accounts beyond 10 days of due date. If collection must be made by an attorney or collection agency, all fees incurred will be the responsibility of the party accepting contract.

Authorized signature: _____, title: _____ Date: _____

P.O. Box 384 (3520 SW Armellini Ave, Bay E) Palm City, FL 34991

o: 772-288-1826 f: 772-288-1844 e: papicosports@gmail.com



Quality Fence LLC

P.O. Box 3036

COCOA, FL 32924

NORTH: 321-926-8181

CENTRAL: 321-458-9191

SOUTH: 321-541-8181

EMAIL:

aaaqualityfence@gmail.com

License # 09-FE-CT-00114

"Quality is our Speciality"

CONTRACT-This offer guaranteed for 30 Days

Contact

Matt

Date

7/19/18

Phone# - Contact

772.494.9985

Sales Rep

MARK

Phone# - Job Site

Email

Buyer:

Barefoot Bay Recreation

Address:

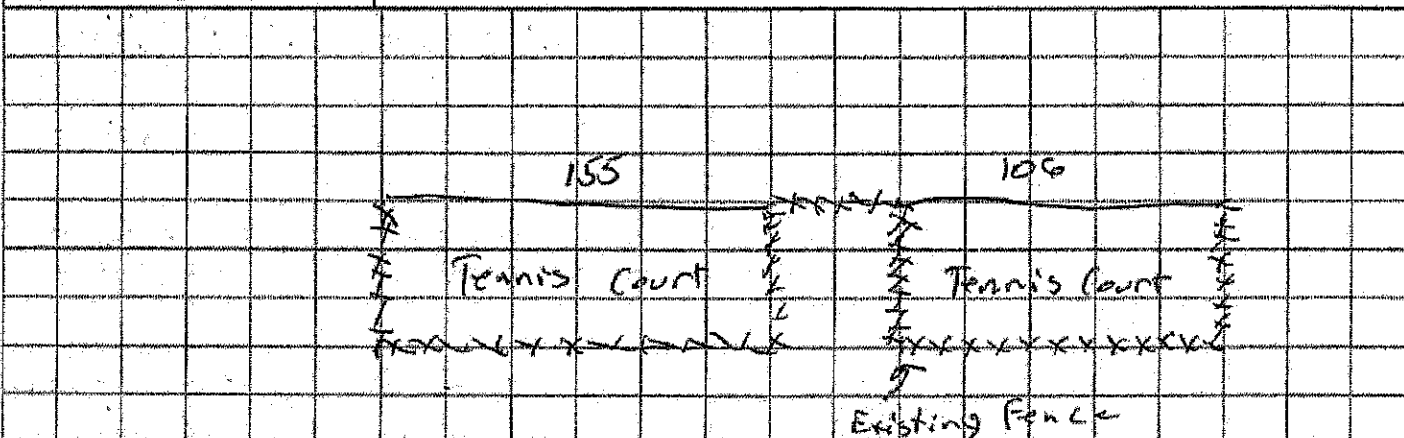
Barefoot Blvd

City, State Zip:

Barefoot Bay, FL 32976

Job Site Address:

Billing Address:



Special Instructions:

Remove + Replace Approx 261 LF of 10' high green vinyl coated chainlink. All posts will be 3" schedule 40 commercial grade. Top rail & bottom tension wires.

INSTALL - LEVEL		Core Drill - # Holes		Barb Wire?		GATES		SNG		DBL		SLIDE		CANT	
Straight Top		Privacy Slats Y		Y		Quantity									
Countour		Color		Bottom Tension Wire?		W x H									
Stepped		Type		Y											
WOOD(LF)		C/L(LF)		261		VINYL(LF)				ALUMINUM/ FIELD FENCE					
STYLE		HT		COLOR		HT		STYLE		HT		LF		HT	
PICKETS		GAUGE		964		COLOR				COLOR					
	CO.	CUST.		SIZE	GAUGE		SIZE	SPACING		SIZE	SPACING				
REMOVE FENCE			LINE POSTS	3"	Sch 40	LINE POSTS			LINES						
CLEAR LINE			RAILS	1 5/8"	Sch 40	PICKETS			RAILS						
TRENCH			TERMINALS	3"	Sch 40	RAILS			PICKETS						
HAULAWAY			(K/K)	K/T	T/K	T/T	CAPS:		GAUGE:						

By execution of this document, Buyer acknowledges that he/she has read and understands the terms and conditions set forth on the reverse and front side hereof and within any attachments. Seller shall not be responsible for and Buyer should hold harmless AAA Quality Fence LLC from any and all damages or liabilities resulting from any cut or damaged lines including, but not limited to gas, water, sprinkler, electric, telephone, fiber optics, cable, etc. Buyer shall comply with all applicable statutes and codes relating to the location of utility lines.

Building Permit - Customer:	Company: X	Buyers Signature:
Lump Sum Total:	8500.00	Buyers Name (Print):
Less Deposit:	4250.00	Sales Rep's Name:
Balance Due (Upon Completion):	4250.00	Sales Rep's Name (Print): MARK Beckemeier
Date:		Sales Rep's Cell#: 321.745.9652

****Leave fence signs intact for Warranty to be in effect**** The provisions on the reverse side of this contract are made part of this contract.

TERMS OF CONDITIONS OF CONTRACT

1. Customer represents that they hold legal title to the subject real property or are authorized to act as an agent for the true owner. Customer agrees to pay AAA Quality Fence LLC (the "Company") the balance of the purchase price immediately upon completion of installation of the fence. A finance charge in the amount of 1.5% of the purchase price will be added to any invoice fifteen (15) days past due. Every 30 days thereafter, and additional 1.5% will be added to the final invoice.
2. If full payment is not received, the Company may remove the said property and materials from the Customer's property with this written permission. The Company further retains the right to hold Customer liable for the full-unpaid balance. Should legal action become necessary, Customer shall be held liable for court costs, attorney fee, plus interest on the unpaid balance from the due date until payment is received by the Company at the highest rate of interest allowed by law in the State of Florida.
3. Customer agrees to locate property pins, stake terminals and property lines. The Company will assist customer, upon request, in determining where the fence is to be erected, but under no circumstances will the Company assume responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located, it is recommended that the customer have the property surveyed.
4. Customer agrees that two (2) feet on both sides of the proposed fence lines will be clear of any and all obstruction including trees, bushes, and debris. In the event that the fence line is not cleared upon our arrival, Customer will be charged a trip fee of \$350.00 and the job will then be rescheduled for a later date.
5. The contract anticipates that once the work is started, the Company will have the ability to complete the entire scope of work without any interruptions. Further, any changes made by the Customer to the layout of the proposed fence must be made prior to the installation date. If changes are made after our arrival Customer will be charged a trip charge if such changes requires and additional trip to the property for completion of the fence.
6. Customer waives all responsibility of the Company and agrees to solely be responsible for damage to sprinkler systems or other buried private utilities or underground lines whose locations have not been properly marked and agrees to indemnify the Company from any liability which it might incur pursuant to the service involved in the performance of this Contract. The Company will call Sunshine Locating Service to locate your public underground utilities.
7. We warranty our workmanship on vinyl, chain link, and aluminum fences for a period of one (1) year. Wood fence carry a 30-day workmanship warranty. Most products are warranted as per the manufacturer. Customer acknowledges that wood fence material has a tendency to shrink, warp, crack, and chip and that these features of wood are normal and accepted occurrences and are not warranted.
8. All workmanship warranties will be void in the event of a tropical storm, hurricane, fire, or Act of God.
9. Any cancellation by Customer prior to commencement of work is subject to a charge of 25% of the contract price. Cancellation of orders which are for special order materials such as special order aluminum are subject to a charge of 50% of the contract price.
10. Installation dates are approximate due to various circumstances such as weather, workload, obtaining building permits, and utility locates. AAA Quality Fence LLC will strive to install fencing in a timely manner; however, customer may not cancel this contract due to rescheduling for circumstances beyond the Company's control.
11. The price included in this proposal is firm for 30 days unless the contract is executed.



PROPOSAL

DATE: 6/25/18

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

SECTION 1:

Our price for converting two (2) tennis courts into six (6) pickleball courts, as noted below, is the lump sum of **Thirty Thousand Nine Hundred Seventy Three and 00/100 dollars (\$30,973.00)**. Payment to be upon completion. Price subject to change after 90 days.

SCOPE OF WORK

- 1) Remove and dispose of 266 LF of fence on the south end of all five (5) tennis courts.
- 2) Provide and install new 3" O.D. schedule 40 galvanized pipe line posts on entire south end of courts. Top and brace rails 1 5/8" O.D. tubing. Provide and install (6) gauge vinyl coated tension wire at bottom of all new fencing. Chain link mesh to be 1 3/4" (9) gauge finish vinyl coated. All posts, rails, and fittings to be vinyl coated. Patch all new fence footers on three (3) tennis courts.
- 3) Provide and install 100 LF of 4' high with fence at center of tennis courts to be converted with one (1) 4' x 7' gate. Corner and terminal posts 3" O.D., line posts 2 1/2" O.D., schedule 40 galvanized pipe. Top and brace rails 1 5/8" O.D. tubing. Provide and install (6) gauge vinyl coated tension wire at bottom of all fencing. Chain link mesh to be 1 3/4" (9) gauge finish vinyl coated. All posts, rails, and fittings to be vinyl coated.
- 4) Provide and install six (6) pair of semi-permanent pickleball net posts complete with ratchet reels. Each post set in a pvc sleeve in a 2' x 2' x 3' concrete foundation.
- 5) Apply one (1) coat of Acrylic Resurfacer over entire surface of new pickleball courts.
- 6) Apply two (2) coats of California Products Corporation Fortified Plexipave color coating over entire surface of new pickleball courts.
- 7) Paint regulation pickleball court markings with white textured line paint.
- 8) Provide and install six (6) synthetic cord pickleball nets.

NOTE: Water must be allowed to drain from court surface. Do not block water flow on low side of court with grass or landscaping.

SPECIAL NOTE: Should owner request additional coating material applied or other work performed to surface of court which is not outlined in items 1 - 8, it will be at extra cost. Contractor does not warrant existing cracks or new cracks from coming thru new color system.

By owner or other:

- 1) Provide access for equipment and water as required.

SECTION 2:

CRACKS IN PICKLEBALL COURTS

It should be noted that as your pickleball court ages, it can and probably will develop cracks. After resurfacing new cracks may appear and repaired cracks may reappear. Cracks develop in pickleball courts for various reasons with the most common being:

1. The constant expansion and contraction of more than 7000 square feet of surface per court in response to constant fluctuations in ambient temperatures. These daily fluctuations are often greatest in winter.
2. Loss of flexibility of the asphalt as it ages and loses the oils used in the manufacturing process.
3. Changes in subsurface stability reflecting through the court surface.

The Nidy Sports Construction Company uses standard industry procedures to repair and limit cracking, but the processes that cause cracking continue after resurfacing. The Nidy Sports Construction Company cannot and does not warrant against new cracks appearing or old cracks reappearing after the court has been surfaced.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their proper officers or duly authorized agents on the day and year first above written.

The parties agree that in the event that payment is not made as provided herein, Contractor may terminate this contract, refuse to complete any work remaining pursuant to the contract, and any alternate proposals, amendments, changes, or modifications thereto, and sue for the payment due, plus any work performed by contractor up until the date of termination, including a reasonable profit and overhead, court costs, attorney's fees (including attorney's fees incurred in arbitration and administrative proceedings and all state and federal actions and appeals), and interest at the rate of 1 1/4% per month, 18% per year.

In the event of litigation of this contract, venue of same shall lie in Seminole County, Florida and the prevailing party shall be entitled to an award of reasonable attorney's fees and costs from the non-prevailing party.

Insurance Certificates and Licenses Provided Upon Request *Any changes or additions to standard coverage at additional cost.

COLOR SELECTIONS:

NIDY SPORTS CONSTRUCTION COMPANY

COURT SURFACE:

By Jamie Beck
Jamie Beck, Sales Professional

IN BOUNDS _____

OUT OF BOUNDS _____

Accepted By:

Date:

Signature

Title

SECTION 3:

CONDITION OF SALE:

The purchaser and Seller or its assigns agree to the purchase and sale of before described property on the following conditions:

- 1) That Purchaser will pay to Seller or its assigns the Total Contract Price in accordance with the terms set forth.
- 2) That if the Purchaser shall default in the payment of any installment or violate any of the provisions of this Contract the Seller or its assigns shall have the right to declare due the whole amount unpaid and without notice or demand, legal process, liability for trespass or damages, and without prejudice to other action, enter the premises where said property may be repossess and remove same.
- 3) That there are no agreements or warranties in connection with this transaction which are not expressly set forth in this Contract.
- 4) Buyer hereby assigns without recourse The Nidy Sports Construction Company the right and interests of the material and equipment in the above Contract and in the property described therein until paid in full.

SECTION 4:

Owners Name and Address: _____

Phone _____

Job Site Address or Legal Description _____



7011 Wilson Rd.
West Palm Beach FL 33413
561-964-2001, Fax: 561-964-5009
www.sportsurfaces.com

PROPOSAL/AGREEMENT

June 25th 2018

CUSTOMER

Barefoot Bay
625 Barefoot Blvd.
Sebastian FL 32976

Agreement made between Sports Surfaces LLC. hereinafter called the Contractor and Barefoot Bay hereinafter called the Customer for the conversion of (2) asphalt tennis courts into (6) pickleball courts with respect to the following terms and specifications:

COURT PREPARATION:

Court Size: 120' x 120'

The Contractor will pressure clean and power blow court(s) as necessary to remove loose dirt, mildew and oil. The Contractor will patch depressions greater than 1/8" after 1 hour drying time in sunlight, grind down any ridges as Tennis Net posts and tennis nets will remain in place to serve as a divider between courts unless otherwise specified. The Contractor will install (6) net post footers with sleeves set into concrete for pickleball post installation. Note: court must have a minimum of 1% slope in one plane in order to guarantee removal of water.

SURFACING OF TENNIS COURT(S)

The Contractor will apply (1) Coat of Acrylic Resurfacer over entire court area to fill voids and provide smooth surface. The Contractor will apply (2) Coats of Acrylic Color Concentrate (two-tone), To provide in depth color over court surface.

Color Choice _____

(Colors may be selected by visiting www.sportmaster.net and following the Court Designer link)

The Contractor will mark and paint pickleball lines for (8) courts per USA Pickleball Association regulations in white. The Contractor shall thoroughly and expediently clean up all drums, trash, etc. upon job completion.

EQUIPMENT

The Contractor will supply and install (6) pairs of pickleball net posts and (6) pickleball nets with center straps.

FEE

The Contractor agrees to provide tools, materials, labor, supervision and insurance to complete the above work for a sum of
TWENTY THOUSAND NINE HUNDRED DOLLARS (\$ 20,900.00)



7011 Wilson Rd.
West Palm Beach FL 33413
561-964-2001, Fax: 561-964-5009
www.sportsurfaces.com

June 25th 2018

Barefoot Bay
625 Barefoot Blvd.
Sebastian FL 32976

PROVISIONS

The Customer agrees to pay a 33% deposit upon acceptance of proposal
The Customer agrees to pay a 33% deposit upon commencement of work.
The Customer agrees to pay balance upon completion of the above-proposed work.

CONDITIONS:

The Customer will furnish stable access to site for equipment and material and provide a clean water supply and electrical feed at job site within 100' for construction use. The owner shall be responsible for seeing that all landscaping, grass, and shrubs outside the court perimeter be lower than the court surface to aid in proper drainage.

Unless otherwise specified, repair of root damaged asphalt is not included. Should our field technician discover such root damage, repairs will be made at an additional charge of \$ 7.00 / sf of area repaired.

The Contractor accepts no responsibility for acts by anyone at job site except for those sub-contracted or employed by Sports Surfaces LLC, Courts Inc. The Customer shall keep all sprinkler systems off during resurfacing work and for 1 day following the completion of work. Damage due to sprinkler system are billed as additional expense to owner.

Re-mobilization fee: If production is halted due to circumstances beyond our control, permit issues, or failure to receive progress payments a \$500 re-mobilization fee shall be charged to pay for crew down time, gas and expenses

CREDIT

If the Customer does not pay as agreed upon, the Contractor shall have the right to file a lien against the real estate for the amount of the work done. No further work shall be accomplished if installment payments are not made at the time specified. In the event it is necessary to employ the services of an attorney to secure payment, as per the terms of this agreement, then the customer agrees to pay reasonable attorney fees. Interest of 1 ½ % per month will be charged on accounts past due

GUARANTEE

The Contractor guarantees all work against defects in workmanship or materials for a period of (2) years from date of completion. This guarantee excludes Normal wear and tear, physical abuse or neglect and any other conditions beyond the contractor's control, such as sub-base settling, structural cracks, asphalt shrinkage cracks, hydrostatic pressure or water vapor pressure bubbles, intrusion of weeds or grass, etc. Existing cracks may reappear at any time. Proper tennis shoes must be worn on court. Some sneakers, street shoes, dark soled shoes, skateboards, roller blades, etc. will scuff and damage surface. Guarantee shall become void upon owner's failure to adhere and comply with the payment schedule.

Respectfully submitted by:

Sandra Gold - Sports Surfaces LLC.

Proposal accepted by: _____ Title: _____ Date: _____



7011 Wilson Rd.
West Palm Beach FL 33413
561-964-2001, Fax: 561-964-5009
www.sportsurfaces.com

PROPOSAL/AGREEMENT

June 25th 2018

CUSTOMER

Barefoot Bay
625 Barefoot Blvd.
Sebastian FL 32976

FENCING OPTION - PLEASE INITIAL TO ORDER

The Contractor will remove 263' x 10' of fencing and dispose off site.

Contractor will install approximately 480' green or black fencing with high vinyl coated wire. Line posts to be 2 1/2" OD and Corner posts to be 3" OD. Top rail all 15/8". Corners to each have one side braced with middle rail. 6" x 6" galvanized flanges to be attached to deck using expansion bolts. Price includes 4 standard size gates. Perimeter fencing only.

10' high fencing ADD \$ 15,500.00	Color _____
8' high fencing ADD \$ 14,500.00	Color _____
6' high fencing ADD \$ 12,500.00	Color _____

PROVISIONS

The Customer agrees to pay a 33% deposit upon acceptance of proposal

The Customer agrees to pay a 33% deposit upon commencement of work.

The Customer agrees to pay balance upon completion of the above-proposed work.

CONDITIONS:

The Customer will furnish stable access to site for equipment and material and provide a clean water supply and electrical feed at job site within 100' for construction use. The owner shall be responsible for seeing that all landscaping, grass, and shrubs outside the court perimeter be lower than the court surface to aid in proper drainage.

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CREDIT

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GUARANTEE

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Respectfully submitted by:

Sandra Gold - Sports Surfaces LLC.

Proposal accepted by: _____ Title: _____ Date: _____

Board of Trustees Meeting Agenda Memo

Date: August 10, 2018

Title: Neighborhood Revitalization Program (NRP) Acquisition Confirmation

Section & Item: 9C

Department: R&M/Capital

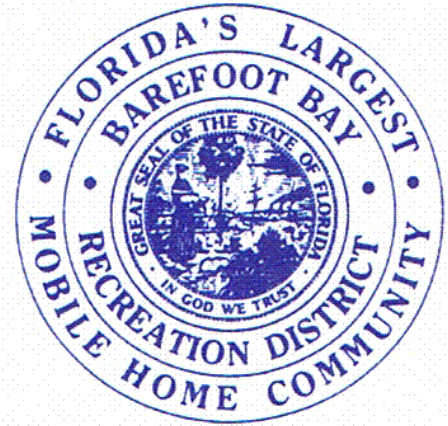
Fiscal Impact: \$0.00

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

Attachments: Email between Mr. Armington and Mr. Coffey and Letter of intent to acquire property

Reviewed by General Counsel: Yes

Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Confirmation of 1003 Wren Circle purchase per the Policy Manual's "purchase or Sale of Properties by BBRD Using Neighborhood Revitalization Program (NRP) Funding" (page 11).

Background and Summary Information

- The Chairman of the NRP BOT Sub-Committee shall be authorized to approve (as recommended by the Community Manager or designee) the expenditures of NRP funds in excess of \$7,500 and not to exceed \$25,000 by staff toward the acquisition of a target property identified by the Sub-Committee in accordance with NRP rules as established by the BOT.
- The purchase of the property shall be ratified by the Board of Trustees at the next scheduled regular meeting of the Board of Trustees.

On the afternoon of July 18th, the owner of 1003 Wren Circle walked into the Resident Relation's Office and offered to sign the property over to BBRD at no cost. Due to the short turnaround before the Brevard County Code hearing on July 19th, the Community Manager worked with General Counsel Cliff Repperger to sign a "Notice of intent to take title" letter which Mr. Repperger took to the hearing and got a 60-day extension on the imposition of fines. On July 19th, NRP Chairman Wheaton authorized the acquisition of 1003 Wren Circle for \$0.00 paid to the property owner.

Mr. Repperger is working on finalizing a quit claim deed for the owner and Chairman Lavier to execute. Additionally, staff is in the process of obtaining an asbestos study of the home and then demolition. Once a clean title is secured, the property will be listed for sale (of which the proceeds will go back into the NRP project line-item for future use to improve the community via the removal of derelict homes and the sale of the vacant property).

Staff recommends the BOT confirms the acquisition of 1003 Wren Circle via the Neighborhood Revitalization Program.

John Coffey

From: John Coffey
Sent: Wednesday, July 18, 2018 4:38 PM
To: Rich Armington
Subject: RE: 1003 Wren

Rich,

Thanks for the hard work. Although we will be technically violating the NRP procedures, the opportunity to save BBRD the cost of additional fines and admin fees from Brevard County is well worth the risk of the BOT being upset at me. I appreciate you remembering our discussion about the importance of getting these dilapidated structure removed and the need to be flexible if required. Please proceed and let me know as soon as we have the quit claim signed. I will then use this chain email to get NRP Chairman Wheaton to approve it after the fact, (have Dawn) announce it on the 24th and place it on the 10Aug18 agenda for confirmation.

Sincerely,

John W. Coffey
Community Manager
Barefoot Bay Recreation District
625 Barefoot Blvd.
Barefoot Bay, FL 32976
Phone: 772.664.3141
Fax: 772.664.1928

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

From: Rich Armington <richarmington@bbrd.org>
Sent: Wednesday, July 18, 2018 4:24 PM
To: John Coffey <jcoffey@bbrd.org>
Subject: 1003 Wren

John

Jerrery Henn the owner of 1003 Wren came into my office today and offered to turn over 1003 Wren to us. we will be responsible for the taxes approx \$5404.00. Cliff will meet with him tomorrow as their is a Code enforcement case in Viera. He will sign a Quit claim.

Regards

Rich Armington
Resident Relations Manager/Human Resources Coordinator
Barefoot Bay Recreation District
931 Barefoot Blvd Unit #1 32976
772-664-4839

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BAREFOOT BAY RECREATION DISTRICT

July 18, 2018

VIA EMAIL:

Jeffersonhenn@yahoo.com

AND U.S. Mail

Jefferson Henn
Blue Chip Mortgage Wholesale Fund 1, LLC
P.O. Box 5022
Lighthouse Point, FL

Re: Notice of Intent to Take Title
1003 Wren Circle, Barefoot Bay, FL 32976
Parcel Id: 30-38-09-JS-137-2

Dear Mr. Henn:

Please accept this letter as Notice of Intent of Barefoot Bay Recreation District ("BBRD") to take title to the property located at 1003 Wren Circle, Barefoot Bay, FL 32976 from Blue Chip Mortgage Wholesale Fund 1, LLC in accordance with your verbal proposal to BBRD Resident Relations Manager, Rich Armington. In exchange for title to the subject property, BBRD agrees to the following:

- BBRD will forgive all past due assessments, costs, charges, and/or fees to due BBRD.
- BBRD will pay any and all outstanding/delinquent property taxes and/or special assessments against the subject property as of the date of the conveyance of the property.
- BBRD will assume responsibility for resolving any and all compliance proceedings and/or payment of any fines or costs related to Brevard County Code Enforcement Case 18CE-00859.

BBRD General Counsel Clifford Repperger, Jr., is authorized to draft and prepare the appropriate transactional documents to effectuate the conveyance in accordance with the above. Should you have any questions or concerns, please feel free to contact me.

Sincerely,

John Coffey
Community Manager
BBRD

cc: Cliff Repperger, BBRD General Counsel

Board of Trustees Meeting Agenda Memo

Date: August 10, 2018

Title: Request for Waiver of Fees

Section & Item: 9D

Department: Resident Relations/DOR Enforcement

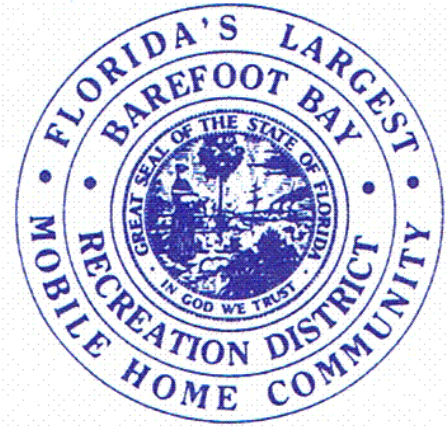
Fiscal Impact: \$423.00

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

Attachments: Request email from Mr. Borg, homeowner of 405 Papaya Circle

Reviewed by
General Counsel: N/A

Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Review of Mr. Borg's request and direction to staff.

Background and Summary Information

Mr. Frank Borg purchased 405 Papaya Circle on December 12, 2017 and the following events transpired regarding a DOR violation for tall grass. Problematic was that the new homeowner did not provide staff his northern address, did not provide the Brevard County Property Appraiser's Office his northern address and did not have his local mail forwarded to his northern address until late June 2018.

- 5/15/2018 First violated Case 18-002347
- 5/18/2018 Certified letter returned undeliverable
- 5/25/2018 Violations Committee Meeting (found in violation)
- 5/29/2018 Post VC inspection (failed)
- 6/01/2018 DOR/ARCC Inspector's notes state "still trying to find a way to contact homeowner"
- 6/05/2018 Certified Affidavit of non-compliance returned undeliverable
- 6/05/2018 Initial lot mow (\$168.00 cost)
- 6/15/2018 2nd lot mow (\$70.00 cost)
- 6/20/2018 DOR/ARCC Inspector found homeowner's northern phone number and left a message
- 6/28/2018 Homeowner called from Canada said local post office was supposed to forward his mail. He stated he could not talk further as he had to go to work
- 6/29/2018 3rd lot mow (\$70.00 cost)
- 6/29/2018 Mr. Armington talked with homeowner informing him that the property needs to be mowed
- 7/10/2018 Lien placed on property (\$45.00 cost)
- 7/16/2018 Property Services staff reported the lot needed to be mowed, but was told by DOR staff to hold off mowing it as they are working with the homeowner to get him to hire a lawn service
- 7/23/2018 Homeowner came in and discussed the issue with Mr. Armington. He wanted to get his social membership badges but was told he needed to pay the outstanding debt before they could be issued. The homeowner stated that he wanted to talk to Mr. Armington's supervisor. The homeowner was told MR. Coffey was on leave and that Mr. Armington would talk to him when he returns. After talking with the Community Manager, MR. Armington call the homeowner back and notify him that he needs to satisfy the outstanding amount.

- 08/01/18 Homeowner contacted Community Manager Coffey requesting an appeal of staff's inability to waive the outstanding debt. Mr. Coffey stated if the homeowner submitted an appeal request in writing he would place it on the next available BOT meeting agenda for their consideration.
- 08/02/18 Homeowner emailed Mr. Coffey an official request for an appeal to the BOT.

The homeowner believes he should not have to pay the outstanding costs as he was unaware that grass grew rapidly in Florida during the summer months. He is requesting a waiver of the fees.

Staff requests direction regarding this matter.

John Coffey

From: Frank Borg
Sent: Thursday, August 02, 2018 12:49 AM
To: jcoffey@bbrd.org
Subject: 405 Papaya Circle.

Hello Mr. Coffey and hello to all BBRD Board of trustees , I am a new resident of BFB ,my wife and I purchased 405 Papaya Circle in late December. We spent 12 days there , end of March beginning of April and basically spent our time there cleaning up the property inside and out. Our focus was to make the house presentable as all the houses on the street looked well taken care of. Cleaning the siding and cleaning up the landscaping was a priority. I live in Toronto Canada , and was unaware of the rate of grass growth during the summer months as our summers are hot and dry with grass being dry and dormant unless it is watered. I have been actively trying to take care of all my responsibilities as they arise. For example I contacted the local post office and around June 20th received confirmation that all mail will be forwarded to my home address in Canada. Having said that I would like to apologize for this unfortunate situation about my grass being on the wild side. I received a phone message June 24 notifying me that I was was not responding to the notifications sent to me about the lawn care as the notifications were being sent back to the office. On June 28 I contacted Peter who is with the patrol unit , and we discussed what was going on, he said that they were worried about me and wondering if I was ok , and how glad he was to talk to me. I mentioned to Peter that the phone call was the first notification that I received, I was thinking email would be the primary contact, then phone , we did confirm that my email was on file and that no email was sent to me. He said I should talk to Rich. When I spoke to Rich, I explained everything that was going , and apologized about the lawn ,the last thing I wanted was to have my place not kept up. This would have been something I would have addressed . That's when Rich said I was owing \$125 for two lawn cuts , one which was really long. After explaining to Rich all of the above and that I was arriving in BFB on July 13th, Rich said to come into the office he might be able to help me out with a bit of cutting fee. I agreed and we left it at that. After arriving late on Friday July 13 to late to go to the office I couldn't see Rich till the following week. When I saw Rich at the office, he informed me that there has been a lien put on my house, and I now owe the office \$353. On top of that my daughter and I , which was her first time to Barefoot Bay would not be receiving our passes unless I were to pay the full amount. So further discussion with Rich, he advised me that this matter was out of his hands and that it had to be discussed with Mr Coffey , who is on vacation and won't be back till July 31. So here I am now asking the board of trustees to consider having this fee cut down. Having spent two weeks their in July and chatting with my neighbours, I truly understand how important it is to keep up the land scape. I now have a landscaper hired , and am looking at being a member of BFB in good standings. I can guarantee that this will not be an issue again. So please consider my request. Thank you so much for taking the time for me.

Frank Borg

Manager's Report



Barefoot Bay Recreation District

625 Barefoot Boulevard, Old Administration Building"
Barefoot Bay, FL 32976-9233

Phone 772-664-3141

Fax 772-664-1928

Memo To: Board of Trustees

From: John W. Coffey, Community Manager

Date: August 10, 2018

Subject: Manager's Report

District Clerk

- **Hurricane Irma Insurance Reimbursement Update** – \$44,795.10 was received by BBRD in July. Please see attached for details.

Resident Relations

ARCC Updates

- Meeting on July 24th had 16 permits on the agenda: 10 consent (not changing the footprint of the home) approved and 4 non-consent (i.e. anything requiring a survey) approved and 2 denied.
- The next meeting will be on August 7th at 9 am in the HOA office. 24 cases are on the agenda.

Violations Committee Updates

- Meeting on July 27th had 13 cases on the agenda with 5 coming into compliance prior to the meeting and 8 were found in violation.
- The next meeting will be on August 10th at 10 am at Bldg. D&E with 24 cases on the agenda.

Other Interesting facts (from July)

- 4 new hires processed
- 33 new homeowners issued badges.

Food & Beverage

- Dancing in the Streets is this Saturday, August 18 at Pool #1. Poolside music by Ladies of Soul, lots of great street food you'd find from food trucks in the "big city". The event will feature Titos Vodka – an American Craft Made Vodka. No tickets required for this fun culinary and music event.

- The summer can be a ghost town, but the 19th Hole has had a boost in diners over last summer for breakfast and a double digit increase in diners at Pasta night.
- Save the date of Sunday, September 16 for our annual Summer Games and Chili cook off event. Flyers with the details will be posted.

Golf-Pro Shop

- Projects
 - Water Stations Installed
 - Bunker restoration (6 bunkers completed thus far, will continue restoring through August)
 - #13 area behind green redesign complete (added drainage)
 - Hole 16 Renovation will begin August 8 (Ladies room first, then Men's restroom)
 - Hole 18 OB netting awaiting lift for replacement
 - Cart paths 50% complete. Awaiting delivery of concrete August 7 & 8
 - Replaced dead areas of sod on greens 1, 4, and 13 utilizing putting green sod. Will replace putting green sod with newly delivered sod once water stops flooding fields and we can get sod delivered
- Donation Bench installed on 18 tee

Property Services

- Installed next section of walkway at the beach property
- Repainted pool 1 showers
- Obtained bids and selected a vendor for installation of a concrete apron at western end of Gunther bypass
- Continued maintenance of the canal systems
- Repaired hole above doors at Bldg. A
- Addressed all current high grass DOR violations
- Installed first of new bocce ball canopies

PGIT COMBINED CLAIMS ACCOUNT

ADMINISTERED BY PREFERRED GOVERNMENTAL CLAIM SOLUTIONS

PO BOX 858456

LAKE MARY, FL 32795-8456

Regions Bank

63-466

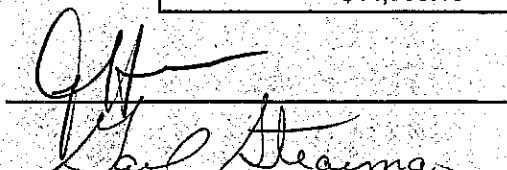
631

VOID AFTER 120 DAYS

Claim Number: 317138

PAY Forty-Four Thousand Seven Hundred Ninety-Five and 10/100 Dollars*****TO
THE
ORDER
OF
Barefoot Bay Recreation District
625 Barefoot Blvd
Barefoot Bay, FL 32976-7305

DATE	CHECK NO.
7/2/2018	335538
AMOUNT	
\$44,795.10	



⑈0000335538⑈ ⑆063104668⑆ 0039462714⑈

Please cash or deposit the above check as soon as possible and retain this portion for your records

Description	From Date	To Date	Invoice #	Invoice Amt	Amount
Property Damage				\$0.00	\$19,444.90
Claim Number: 317138 Claimant: Barefoot Bay Recreation District Payee: Barefoot Bay Recreation District					
Check Number: 335538 Total Check Amt: \$44,795.10 Event Date: 9/11/2017 Department: Barefoot Bay RD Barefoot Bay Recreation					
Adjuster Name: Fred Tucker Adjuster Phone #: (321) 832-1400 Ext:4000 Event Number: EV2017306081 Control Number: 6772606					
Memo: Payment minus deductible					
Property Damage				\$0.00	\$11,898.20
Claim Number: 317139 Claimant: Barefoot Bay Recreation District Payee: Barefoot Bay Recreation District					
Check Number: 335538 Total Check Amt: \$44,795.10 Event Date: 9/11/2017 Department: Barefoot Bay RD Barefoot Bay Recreation					
Adjuster Name: Fred Tucker Adjuster Phone #: (321) 832-1400 Ext:4000 Event Number: EV2017306081 Control Number: 6772610					
Memo: Payment minus deductible					
Property Damage				\$0.00	\$13,452.00
Claim Number: 317141 Claimant: Barefoot Bay Recreation District Payee: Barefoot Bay Recreation District					
Check Number: 335538 Total Check Amt: \$44,795.10 Event Date: 9/11/2017 Department: Barefoot Bay RD Barefoot Bay Recreation					
Adjuster Name: Fred Tucker Adjuster Phone #: (321) 832-1400 Ext:4000 Event Number: EV2017306081 Control Number: 6772614					
Memo: Payment minus deductible					

Attorney's Report

Incidental Remarks from Trustees

Adjournment