



**BAREFOOT BAY  
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting  
November 13, 2020 at 1:00 PM  
Building D&E

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Presentations and Proclamations**
- 5. Approval of Minutes**
  - A. Minutes dated October 27, 2020
- 6. Treasurer's Report**
  - A. Treasurer's Report
- 7. Oath of Office - Trustee-elect Grunow**
- 8. Reorganization of BOT**
  - A. Reorganization of the BOT
- 9. Audience Participation**
- 10. Unfinished Business**
  - A. Phased Re-Opening Discussion
  - B. Adoption of Revised *Policy Manual* and Further Discussion of Implementing No Parking on Specific Common Areas
- 11. New Business**
  - A. DOR Violations
    - i. DOR Violation 20-001564 618 Dolphin Circle
    - ii. DOR Violation 20-002616 248 Dolphin Circle
    - iii. DOR Violation 20-002145 843 Tamarind Circle
    - iv. DOR Violation 20-002471 601 Marlin Circle
    - v. DOR Violation 19-004176 602 Sea-Gull Drive
  - B. Revised ARCC Guidelines

- C. Property Owner Request for Forgiveness of Debt and Release of Lien
  - i. Request for Forgiveness of Debt and Release of Liens: 919 Cashew Circle and 946 Pecan Circle
  - ii. Request for Forgiveness of Debt and Release of Liens: 893 Pecan Circle
  - iii. Request for Forgiveness of Debt and Release of Liens: 813 Beech Court  
Request for Forgiveness of Debt and Release of Liens: 853 Laurel Circle, 881 Cashew Circle, 857 Laurel Circle, 958 Laurel Circle, 413 Plover Drive, 919 Vireo Drive, 804 Wren Circle,
  - iv. 1025 Oriole Circle, 614 Puffin Drive, 619 Oleander Circle, 1222 Chipewa Drive and 1213 Chipewa Drive
- D. FY21 Budget Amendment: Project Carryover from FY20
- E. Replacement Truck Purchase
- F. Truck Purchase
- G. Christmas Parade and Light up the Bay Support

**12. Manager's Report**

- A. Nov. 13, 2020 Community Manager's Report

**13. Attorney's Report**

**14. Incidental Trustee Remarks**

**15. Adjournment**

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

Barefoot Bay Recreation District Regular Meeting



# BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting (closed to the public)

October 27, 2020

7PM –Building D&E

## Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on October 27, 2020 Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 7PM.

## Pledge of Allegiance to the Flag

Led by Ms. Henderson.

## Roll Call

Present: Mr. Klosky, Mr. Maino, Mr. Loveland, Ms. Henderson. Also, present, John W. Coffey, ICMA-CM, Community Manager, Cliff Repperger, General Counsel, Stephanie Brown, District Clerk, Rich Armington, Resident Relations Manager, Ernie Cruz, Golf Operations Manager, and Matt Goetz, Property Services Manager.

## Presentations and Proclamations

Chairman Klosky presented the Veteran's Day Proclamation.

*Ms. Henderson made a motion to approve the Veteran's Day Proclamation resolution. Second by Mr. Maino. Motion passes.*

## Approval of Minutes

*Ms. Henderson made a motion to approve the minutes dated October 9, 2020. Second by Mr. Loveland. Motion passed.*

## Treasurer's Report

*Mr. Maino made a motion to approve the Treasurer's Report for October 27, 2020 as read. Second by Ms. Henderson. Motion passed.*

## Audience Participation

Mr. Coffey read a letter from Jack Reddy-806 Tamarind Circle-spoke in favor of reviewing solutions to shrinking the budget deficit. He also praised the BBRD Golf Course for getting two awards.

Mr. Coffey read a letter from Rick Berndsen-920 Cashew Circle-who spoke in favor of placing parking restriction signs in the most abused areas for specific time periods of the day. He also suggested contacting the county Sheriff's Office for solutions to the BBRD parking issue.

Mr. Coffey read a letter from Richard Schwatlow-636 Marlin Circle-who spoke in favor of creating a pamphlet of useful information for new Barefoot Bay Residents.

Mr. Coffey commented that a copy of the folder that Resident Relations gives to new residents was given to the



# BAREFOOT BAY RECREATION DISTRICT

BOT.

## **Unfinished Business**

### **Phased Re-Opening Discussion**

Assessment of current conditions and consideration of further re-openings based on the conditions-based re-opening timeline.

*Consensus of the Board to take no action for re-opening at this time.*

### **Discussion of Implementing No Parking on Specific Common Areas**

Mr. Coffey gave a review of proposed language amending the *Policy Manual* and identification of locations for no parking signs.

Mr. Klosky spoke in favor of placing no parking signs behind the Shopping Center, Community Center and Cypress street. Ms. Henderson voiced her concern of placing parking signs on county property. Mr. Loveland voiced his concern about being able to enforce the towing. He asked General Counsel Repperger if BBRD could be sued for towing a car that was on County Property. Mr. Repperger responded that there is a possibility of being sued, but he does not see any liability issues. Mr. Loveland also spoke in favor of placing signs on Hawthorne and on each side of the Handball Court. Ms. Henderson spoke in favor of placing signs without the option of towing.

Mr. Loveland suggested staff contact the Department of Transportation and Sheriff's Office to see what is enforceable.

## **New Business**

### **Selection of a Qualified Elector to Fill the Unexpired Term of Trustee Compton**

Mr. Coffey gave an overview of the list of candidates and options that the BOT can take

Ms. Henderson voiced her concern about nominating someone a week away from the election. Mr. Maino and Mr. Loveland voiced their disapproval of postponing the vote. Mr. Maino nominated Jim Morrissey for the trustee vacancy. Mr. Loveland nominated Jeff Grunow for the trustee vacancy.

A vote was taken. 3 votes for Mr. Grunow and 1 for Mr. Morrissey.

*Mr. Loveland made a motion for the approval of Jeff Grunow to fill the unexpired term of Trustee Compton. Second by Ms. Henderson. Motion passed. 3-1 Mr. Maino dissented.*

### **SDS Agreement Amendment: Management Analyst Position and Extension**

Staff recommends the BOT approved the proposed amended agreement with Special District Services, Inc. (SDS) for management services and the addition of a Management Analyst position.

Mr. Maino voiced his disapproval of the amended agreement with SDS with only two years left to go in a 5-year contract. Mr. Loveland spoke in favor of the position being in the SDS contract because it would offer more efficiency for BBRD and better communication with residents. Mr. Klosky spoke in favor of the SDS amended contract.



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*Mr. Loveland made a motion to approve the proposed amended agreement with Special District Services, Inc. (SDS) for management services and the addition of a Management Analyst position. Second by Ms. Henderson. Motion passed. 3—1. Mr. Maino dissented.*

## **Golf Course Irrigation Pumps Maintenance**

Staff recommends the BOT award contract to Watertronics in the amount of \$9,048.10 for the maintenance of both Golf Course irrigation pumps as proposed in their October 14th bid, while waiving the second bid requirement.

Ms. Henderson asked if Mr. Cruz has been satisfied with Watertronics service over the last 5 years. Mr. Cruz responded that he has been satisfied with their work.

*Mr. Maino made a motion to award the contract to Watertronics in the amount of \$9,048.10 for the maintenance of both Golf Course irrigation pumps as proposed in their October 14<sup>th</sup>, 2020 bid, while waiving the second bid requirement. Second by Mr. Loveland. Motion passed.*

## **Pool #2 Resurfacing**

Staff recommends the BOT approve the Pool #2 resurfacing proposal from Family Pools, Inc. in the amount of \$43,327 plus permitting and instruct staff to transfer the necessary budget from R&M/Capital Contingency.

*Ms. Henderson made a motion to approve the Pool #2 resurfacing proposal from Family Pools, Inc. in the amount of \$43,327 plus permitting and instruct staff to transfer the necessary budget from R&M/Capital Contingency. Second by Mr. Maino. Motion passed.*

## **Open Meeting Preferences**

Mr. Coffey gave a review of options regarding how open BOT meetings should operate starting November 13, 2020.

*Ms. Henderson made a motion to accept option #2 (discontinue the conference call system, continue with temperature checks, masks for residents and doors will not be propped open for ventilation). Second by Mr. Loveland. Motion passed.*

## **Budget Review Presentation**

Mr. Coffey gave an overview of F20, FY21 Budget and its impact moving forward.

Mr. Klosky stated that the presentation was put together well. Mr. Maino asked if BBRD was up or down as far as finances. Mr. Coffey responded that BBRD is up slightly. He also stated that the presentation was done well.



# BAREFOOT BAY RECREATION DISTRICT

## Manager's Report

### Resident Relations

#### **ARCC Meeting 10/13/20**

- (1) Old item – Extension denied
- 12 Consent items – 11 approved & 1 denied
- 6 Other items – 4 approved & 2 denied

#### **ARCC Meeting 10/27/2020 Agenda**

- 24 Consent items – all approved
- 11 Other items – 10 approved and 1 tabled

#### **Next ARCC Meeting**

- Scheduled for November 10th in the Administration Bldg. at 9am

#### **Violations Committee Meeting 10/09/20**

- 5 Cases came into compliance prior to the meeting
- 2 DOR is working with the homeowner
- 5 Cases found in violation

#### **Violations Committee Meeting 10/23/20**

- 5 Cases came into compliance prior to the meeting
- 1 Case – DOR is working with the homeowner
- 5 Cases were found in violation

#### **Next Violations Committee Meeting**

- Scheduled for November 13th in Bldg. D/E at 10am

### Property Services

- Installed shelving and storage at the new shed for garden club
- Disinfected Property Services Complex and Administration Building after COVID-19 exposure
- Added clay and sand mixture to the Softball Field
- Completed sod installation at the Gunther Bypass golf cart path
- Took down the storm shutters at the 19th Hole
- Reinstalled the picnic tables at the 19th Hole



# BAREFOOT BAY RECREATION DISTRICT

- Obtained state contracting bids for FY21 replacement trucks (planned for November 13<sup>th</sup> agenda)
- Constructed new picnic tables for pool 1
- Replaced seats on backhoe and Kubota tractors
- Mowed all common areas with skeleton crew (Happy Halloween, bad pun is free of charge)
- Trimmed trees on the common grounds and the boulevard
- Addressed all current DOR violations
- Continued to solicit for bids/quotes for various projects

## Golf-Pro Shop

- Golf Course hours will change effective November 1<sup>st</sup> (Daylight Saving Time ends)
  - 7 am – 5:30 pm
- Golf Course Closed for election day (all day)
  - November 3<sup>rd</sup>
- November 23<sup>rd</sup> & 24<sup>th</sup> (Course Overseeding)
  - 23<sup>rd</sup> Back Nine and Putting Green Closed
  - 24<sup>th</sup> Front Nine and Driving Range Closed
  - The golf course is being sprayed with herbicides to kill weeds to prepare for annual overseed. Course will be turning yellow and brown.

## General Information

- **Golf Course and 19<sup>th</sup> Hole Closed for Election Day** (November 3, 2020)
  - To ensure maximum parking is available for voters, the facilities will be closed all day. Both facilities will re-open on Wednesday, November 4, 2020.
- **Golf Course 100% Reimbursable \$50,000 Grant Update** – Staff received the fully executed grant paperwork last week. This grant will reimburse BBRD up to \$50,000 for eligible expenditures related to greens expansion (and renovation), picnic facility expansion, and landscaping. Deadline for completion of work is late Autumn 2022.
- **Annual Suspension of Ban on Political Signs on BBRD Maintained Property Reminder**
  - Beginning at sunset on Election eve until sunrise on Wednesday, November 4<sup>th</sup>, staff will not remove political signs placed on BBRD property and/or Brevard County ROW.
- **Veterans Day Events** (November 11, 2020)
  - Parade starts at 10:30am
  - Ceremony (under the oaks east of the New Administration Building starts at 11am
  - Fireworks (shot from lake side of miniature golf course) starts at 7pm
  - New Administration Building and Falcon Drive Complex will be closed in observance of the national holiday



# BAREFOOT BAY RECREATION DISTRICT

## Attorney's Report

Mr. Repperger gave an update on the Stewart Medical Lease. A motion was also filed in the Blissful Things case. He will provide an update for the DOR cases at the November 13, 2020 BOT meeting.

## Incidental Trustee Remarks

Mr. Loveland expressed his gratitude to the service staff returning to work at BBRD.

Ms. Henderson wished the Veterans a Happy Veteran's Day.

Mr. Klosky congratulated Mr. Coffey on his 7 years as Community Manager. He also wished Veterans a Happy Veteran's Day and wished everyone a Happy Halloween.

## Adjournment

The next meeting will be on November 13, 2020 at 1pm in Building D/E

Ms. Henderson made a motion to adjourn. Mr. Klosky adjourned.

Meeting adjourned at 8:55pm

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Joseph Klosky, Chairman

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Stephanie Brown, District Clerk



# Barefoot Bay Recreation District

## Treasurer's Report

November 13, 2020

### Cash Balances in General Fund as of 11/5/20

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

### Operating Cash in Banks

MB&T Operating Account 1,545,901.03

**Total Operating Accounts:** 1,545,901.03

### Interest Bearing Accounts

SBA Reserve Account 698,948.16

**Total Interest Bearing Accounts** 698,948.16

**Total Cash Balances in General Fund:** \$ 2,247,349.19

### Total Daily Deposits and Assessments Received for 10/20 - 11/5/20

Daily deposits: \$ 102,512.85

Assessments received: -

**Total Deposits Received** \$ 102,512.85

### Expenditures over \$5,000 for 10/20 - 11/5/20

Check Number	Vendor	Description	Check Amount
56107	Special District Services, Inc	Management Fees: 10/20	13,599.38
56101	Florida Power & Light Co	Electricity: 9/20	6,987.81
56105	Orkin LLC	Pest Control for FY 2021	11,416.48
56140	TLC Engineering Solutions Inc	Bldg A Reno/Lounge/Patio Reno/Beach Restrooms	8,243.13
	Paychex	Net Payroll - PPE 10/25/20	50,727.93
<b>Total Expenditures over \$5,000</b>			<u>\$ 90,974.73</u>

## Board of Trustees

Date: Friday, November 13, 2020  
Title: **Phased Re-Opening Discussion**  
Section & Item: 10.A  
Department: Administration, District Clerk  
Fiscal Impact: TBD  
Contact: John W. Coffey ICMA-CM, Community Manager  
Attachments: BBRD reopening timeline  
Reviewed by:  
General Counsel: No  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Assessment of current conditions and consideration of further re-openings based on the conditions-based re-opening timeline.

### Background and Summary Information

#### Friday, May 8, 2020

The BOT reviewed the proposed conditions-based re-opening timeline and reached a consensus to re-open the beach, keep the pools closed, and revisit this issue at each meeting going forward.

#### Tuesday, May 26, 2020

The BOT approved the remainder of Phase 1 re-opening effective June 8, 2020.

#### Friday, June 12, 2020

The BOT voted to move into Phase 2 with the following specific re-opening dates and conditions:

##### Monday, June 15th

- Pool #1 capacity will increase to 54 including staff
- Pool #3 capacity will increase to 27 people including staff

##### Wednesday, June 17th

- Group exercise programs will re-start at Pool #3
- Lap swimmers 9-10am
- Hydrotherapy 10:15-11:15am
- Aquatic Exercise 11:30am-12:30pm

##### Friday, June 19th

- The Lounge will re-open with a capacity of 40 people including staff (hours of operations to be determined). Music, live entertainment, and street dances are still prohibited. Only prepackaged snack food will be available.

##### Monday, June 22nd

- Pool #1 Pavilion (capacity of 18) and Picnic areas (capacity of 29) will be open to use by reservation with the Calendar Coordinator
- The Administration Building will re-open to the public Monday through Thursday with an hour closure each day (Noon to 1pm) to clean and sanitize common areas
- Building D/E will re-open for residents' use (by reservations only) with a capacity of 35 people, including staff

##### Friday, June 26th

- The 19th Hole will re-open with a capacity of 34 people including staff. The kitchen will remain closed, however, a daily

snack special and grab and go items will be available (hours of operations to be determined). Pasta Night continues to be suspended.

On Friday, June 26th the state suspended the operations of bars and night clubs, thereby closing BBRD's Lounge and 19th Hole indefinitely.

#### Friday, August 14th

- Consensus of the BOT to add Aqua Zumba exercise classes to Pool #3 starting on September 1, 2020.
- Trustee Henderson questioned if the Golf Course could go back to 8-minute tee times (from the current Phase 2 16-minute tee times). Staff will provide the BOT with a memo from Golf Operations Manager Cruz prior to the August 25th meeting summarizing the issues so the Trustees can consider how to proceed.

#### Tuesday, August 25th

The BOT discussed moving tee times from 16 minutes intervals to 12 minute intervals. Ultimately, no changes were made to the current modified Phase 2 re-opening practices.

On Thursday, September 10, 2020, the Florida Department of Business and Professional Regulation rescinded their closure of bars effective Monday, September 14, 2020 with a re-opening capacity of 50%.

On Friday, September 25, 2020, Governor DeSantis issued an executive order lifting all previous BBRD applicable COVID-19 related restrictions (excluding ability to have closed BOT meetings).

#### Tuesday, September 22nd

The BOT voted to move tee times from 16 minutes intervals to 12-minute intervals and move at least one group exercise class to Pool #1. Additionally, the BOT reached a consensus to adopt the Food & Beverage Department recommendation to reOpen the Lounge with takeout window service.

#### Friday, October 9th

The BOT voted to accept staff's recommendation to transition to BBRD Phase 3 re-opening. A summary of the changes is provided below:

##### - Pools:

- Pool 1 hours of operation are 9am-9pm Monday-Sunday.
- Pool 3 hours of operation are 9am-6pm Monday-Sunday.
- The pools will be disinfected throughout the day, however, there will be no pool closures for disinfecting during normal hours of operation.

##### - Golf-Pro Shop

- Resume two-players per golf cart, with option to ride alone if sufficient carts are available
- Expansion of group sizes and resumption of previously suspended groups
- Picnic tables replaced outside of the 19th Hole

##### - Food and Beverage

##### - Lounge

- Hours of operation 2-9pm
- Capacity inside-60 (including staff)
- Picnic area-59 (including staff)

##### - 19th Hole

- Hours of operation 9am-7pm (changed to 11am-8pm and 8am-8pm on Sundays effective November 4th)
- Capacity-51 (including staff) No seating on the porch

#### Tuesday, October 27, 2020

The BOT decided by consensus to not make any changes to the re-opening status, as recommended by staff, and will re-examine the situation at the next BOT meeting.

Underlying the choices is probability that the more open BBRD buildings and amenities become the more likely future COVID-19 exposures will occur requiring temporary closures. The reader should note that under current BBRD Employee COVID-19 policies, all employees who are sent home for work related testing and/or who miss work for work related COVID-19 illnesses will be paid their scheduled hours. Therefore, the more COVID-19 exposures that occur, there will be a corresponding higher personnel cost to BBRD.

Staff will proffer a recommendation at the meeting based upon COVID-19 information available on November 13, 2020.

The following information (in italic) was contained within the May 8, 2020 agenda memo.

*Due to the impact of the Coronavirus pandemic, Chairman Klosky and staff incrementally closed amenities and buildings starting on March 16th in accordance with state and federal guidelines and executive orders. Staff developed the attached conditions-based re-opening timeline that is based on the 3-phase re-opening guidance from the White House last month and being followed loosely by Governor DeSantis. Readers should infer any specific dates and should understand the proposed timeline is not meant to be rigidly implemented but was developed to provide a transparent means of the multi-steps staff will take in re-opening specific amenities and buildings.*

*The likelihood of subsequent spikes in infections in Florida and/or Brevard County may necessitate the temporary reversal of openings (i.e. restricting or closing specific amenities/buildings that were in one of the early phases of re-opening. Additionally, the public should not confuse BBRD phases with elements of phases identified by national, state or local leaders. While the four-phase proposal for BBRD is built upon the White House's three-phase proposal, the overwhelming number of residents who fall within the "vulnerable population" category requires a more cautious and graduated approach in re-opening to ensure maximum personal protection from the spread of the virus to staff and the public. Hence, staff developed the attached conditions-based timeline for re-openings in an attempt to provide maximum use of facilities while following guidelines to ensure the safety of residents, guests and staff.*

*Lastly, the reader should clearly understand that staff will not under any circumstances make the decision to re-open specific amenities/buildings without direct BOT approval in a public meeting. Most people understand the diverse range of opinions in BBRD regarding closures and re-opening and it is simply poor public policy for staff to make a decision (which will be poorly received by one side or the other in this issue) and then flood the individual Trustees with complaints and attend the next scheduled BOT meeting to seek a reversal of staff's actions. The BOT by pre-approving all re-openings will allow the public to participate in the initial decision-making process rather than seek to the BOT to later reverse a decision by staff.*

## A Conditions Based “Reopening BBRD” Timeline

The following BBRD re-opening timeline is conditions based. No specific dates are included or inferred. BBRD phases shall not occur before the corresponding State of Florida phase and may begin well after the similarly number State phase due to the demographical nature of BBRD residents. The following is meant to communicate the planned re-opening of BBRD facilities to the public. In the case of resurgence of coronavirus infections in Brevard County, closures and/or limitations of services/amenities will be in reverse order. Implementation of specific elements may be staggered depending upon conditions and staff. The Community Manager will not implement any of the phased openings without explicit BOT consent at a public meeting.

### Phase 1

- Assumes continuation of 6 feet social distancing in groups of 10 or more
- The public will be given 3-7 days’ notice of re-opening which shall only occur on a Monday, Tuesday, Wednesday or Thursday.
- All employees will be provided personal protective equipment and hand sanitizers. Their use is optional and not mandatory. Those requesting additional personal measures will be accommodated when feasible.
- Residents/guests will have their temperatures taken prior to entrance into facilities. Entrance will be denied for those above an acceptable reading.
- 2 pools can re-open with reduced capacity and additional pool hosts
  - Pools #1 and #2 have work to be performed this summer. Each pool will be closed for the duration of the work while the other one will be open.
  - Residents/guests will have their temperatures taken prior to entrance into the pools. Entrance will be denied for those above the acceptable number
  - Capacity at pools will be the following:
    - #1: 27 people including staff
      - Pavilion, Picnic area, and Lakeside/behind the Lounge areas will remain closed
    - #2: 17 people including staff
    - #3: 17 people including staff
  - Residents/guests will be limited to 90 minutes at the pools ~~if there is a waiting line~~
  - Group activities are prohibited
  - Furniture will be spaced according to social distancing guidelines
- Beach parking will re-open
- Golf Course will remain on reduced tee times and one person per cart rule (two members of the same household may ride in the same cart)
- Pro Shop will continue to operate in a limited capacity basis
  - Members will continue to check in with Player Assistant
  - Entry will be limited to official business only
  - A maximum of 10 occupants and practiced social distance
  - Due to limited tee times, golfers will continue to be teamed up to complete a foursome
- Administration Building remain closed to the public
- Lounge and 19<sup>th</sup> Hole remain closed
- Meeting rooms remain closed

## Phase 2

- Assumes continuation of social distancing and an increase in the number of people in groups exempt from guideline
- The public will be given 3-7 days' notice of implementation of phase which shall occur on a Monday.
- Residents/guests will have their temperatures taken prior to entrance into facilities. Entrance will be denied for those above an acceptable reading.
- A maximum of two pools will be open
  - Restrictions on capacity will be relaxed to "moderate" but not eliminated
  - Capacity at pools will be the following:
    - #1: 54 people including staff (excluding other areas listed below)
      - Pavilion: 18 people (reservations only)
      - Picnic area: 29 people (reservations only)
      - Lakeside/behind the Lounge areas will be open but will not have its own capacity (i.e. folks from the pool and Lounge can go there but there will be limited furniture set out)
    - #2: 27 people including staff
    - #3: 27 people including staff
  - Residents/guests will be limited to 90 minutes ~~at the pools if there is a waiting line~~
  - Group activities are prohibited
  - Furniture will be spaced according to social distancing guidelines
- Golf Course will remain on reduced tee times and one person per cart rule (two members of the same household may ride in the same cart)
- Pro Shop will continue to operate in a limited capacity basis
  - Members will continue to check in with Player Assistant
  - Entry will be limited to official business only
  - A maximum of 10 occupants and practiced social distance
  - Due to limited tee times, golfers will continue to be teamed up to complete a foursome
- Administration Building re-open Monday through Thursday with a one-hour closure mid-day for sanitizing public areas
- Lounge and 19<sup>th</sup> Hole will open under the following conditions
  - Reduced capacity and limited hours of operations
    - Lounge: (30% capacity or 40 people including staff)
    - 19<sup>th</sup> Hole (30% capacity or 34 people including staff) (Chairs will not be available on the porch)
    - Staff at each site to ensure proper social distancing and that capacity is not exceeded
  - No live music or entertainment
  - Lounge will only serve beverages and pre-packaged snacks
  - 19<sup>th</sup> Hole will not have kitchen service. Very basic food items will be available on a limited basis (items that do not require a cook in the kitchen during service).
  - No Street Dances, Pasta Night or catering
- Meeting rooms remain closed with exception of Building A
  - Use of Building A will be limited to 50 people with a minimum one-hour gap between set up time and end of use by previous group for sanitizing purposes. Staff will be present during usage to ensure proper social distancing and that capacity is not exceeded

## Phase 3

- Assumes continuation of social distancing and further increase in the number of people in groups exempt from guideline
- The public will be given 3-7 days' notice of implementation of phase which shall occur on a Monday.

- Residents/guests will have their temperatures taken prior to entrance into facilities. Entrance will be denied for those above an acceptable reading.
- A maximum of two pools will be open
  - Restrictions on capacity will be relaxed to “light” but not eliminated
  - Capacity at pools will be the following:
    - #1: 108 people including staff (excluding other areas listed below)
      - Pavilion: 37 people (reservations only)
      - Picnic area: 59 people (reservations only)
      - Lakeside/behind the Lounge areas will be open but will not have its own capacity (i.e. folks from the pool and Lounge can go there but there will be limited furniture set out)
    - #2: 37 people including staff
    - #3: 37 people including staff
  - Residents/guests will be limited to 90 minutes ~~at the pools if there is a waiting line~~
  - Group activities are allowed if proper social distancing is followed. Staff shall have discretion to halt specific group activities if proper social distancing is not followed.
  - Furniture will be spaced according to social distancing guidelines
- Golf Course will remain on reduced tee times and one person per cart rule will be relaxed (two people can ride in a single cart but golfers will have the option of riding separately if they elect)
- Pro Shop will continue to operate in a limited capacity basis
  - Members will continue to check in with Player Assistant
  - Entry will be limited to official business only
  - A maximum of 10 occupants and practiced social distance
  - Due to limited tee times, golfers will continue to be teamed up to complete a foursome
  - All picnic tables outside of the 19<sup>th</sup> Hole will be reinstalled and available for use with a maximum of 24 individuals allowed seated
- Administration Building remains open Monday through Thursday with a one-hour closure mid-day for sanitizing public areas
- Lounge and 19<sup>th</sup> Hole remain open under the following conditions
  - Relaxed reduced capacity and limited hours of operations
    - Lounge: (50% capacity or 60 people including staff)
    - 19<sup>th</sup> Hole (50% capacity or 51 people including staff) (Chairs will not be available on the porch)
  - No live music or entertainment
  - Lounge will only serve beverages and pre-packaged snacks
  - 19<sup>th</sup> Hole will not have kitchen service. Very basic food items will be available on a limited basis.
  - No Street Dances, Pasta Night or catering
- Meeting rooms usage
  - Use of Building A will be limited to 75 people with a minimum one-hour gap between set up time and end of use by previous group for sanitizing purposes. Staff will be present during usage to ensure proper social distancing and that capacity is not exceeded.
  - Use of Building D/E will be limited to 50 people with a minimum one-hour gap between set up time and end of use by previous group for sanitizing purposes. Staff will be present during usage to ensure proper social distancing and that capacity is not exceeded.
  - Building C, Pool Room and Administration Conference Room will remain closed.

#### **Phase 4**

- Assumes an end to social distancing
- The public will be given 3-7 days' notice of implementation of phase which shall occur on a Monday. Implementation of specific elements may be staggered depending upon conditions and staff.
- All pools will be open
  - Capacity at pools will be the following:
    - #1: 509 including staff in all areas within metal fencing excluding the inside of buildings
    - #2: 54 people including staff
    - #3: 54 people including staff
- Golf Course will go back to standard tee times and two-person per cart rule
  - Picnic tables will resume full capacity
- Pro Shop will resume normal operating procedures
- Administration Building resumes normal hours of operations
- Lounge and 19<sup>th</sup> Hole resumes full indoor capacity, regular hours of operations and live music and entertainment
  - Lounge:
    - 119 capacity including staff
    - Lounge will only serve beverages and pre-packaged snacks (lunch permanently discontinued)
  - 19<sup>th</sup> Hole
    - 102 capacity including staff
    - 19<sup>th</sup> Hole will resume kitchen service
    - Seating will be available on the porch
  - Street Dances, Pasta Night and Catering will resume when demand is present and events are profitable
- Meeting rooms usage
  - All rooms are open
  - Staff for crowd monitoring will be limited to Music Bingo and other events as needed.



## Board of Trustees

## Meeting Agenda Memo

Date: Friday, November 13, 2020

Title: **Adoption of Revised *Policy Manual* and Further Discussion of Implementing No Parking on Specific Common Areas**

Section & Item: 10.B

Department: Administration, District Clerk

Fiscal Impact: TBD

Contact: Joseph Klosky, Chairman, Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager

Attachments: resolution Policy Manual Adoption, Policy Manual proposed no parking language 27Oct20

Reviewed by

General Counsel: Yes

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



### Requested Action by BOT

Review of proposed language amending the Policy Manual and identification of locations for no parking signs.

### Background and Summary Information

On Nov. 05, 2015, the Facilities Planning Committee voted to recommend to the BOT that all motorized vehicles be prohibited from "green" areas of BBRD except designated areas. At the Nov. 13, 2015 BOT meeting the Trustees voted 3-2 to take no action on the recommendation.

On June 12, 2020, the BOT discussed Chairman Klosky's request to prohibit parking on common areas especially the back of the Shopping Center and along the Pickle Ball/Tennis Courts. Community Manager Coffey, ICMA-CM stated staff would research cost options and place proposed Policy Manual language for enforcement on a future agenda for consideration.

Staff contacted multiple towing firms and was able to obtain the attached proposal from Collison's Automotive, Inc. which includes the following costs:

\$37.45 per No Parking sign and poles (number and location to be determined by BBRD)  
\$00.00 cost to BBRD for vehicles towed (owners of vehicles would have to pay the vendor to get their property back)  
\$80.00 cost to BBRD when the vendor is called to tow a vehicle and said vehicle is no longer in the specified location when the vendor arrives

On September 22, 2020, the BOT discussed the issue and were agreeable to including a 30 day educational period where snipe signs could be placed where No Parking signs will go to provide the public with forewarning of the impacts of continued parking in specific common areas prior to the commencement of the enforcement of No Parking by towing of violating vehicle. Additionally, staff raised the issue of needing to secure a time limitation for the \$80 fee if staff called the towing company about a vehicle and when the towing truck shows up to find the vehicle is no longer there. Hence, the BOT directed staff to bring a proposal back to a future meeting.

After the meeting, staff discussed a maximum response time with Collison's Automotive, Inc. A verbal agreement was reached in which the vendor would advise if they could have a tow truck at a requested site within 2 hours when staff calls: If under 2 hours a tow truck would be dispatched and either the vehicle would be towed or the \$80 "no vehicle" fee would be charged; if they could not be on site within 2 hours, a tow truck would not be dispatched. Staff believes

this is a fair compromise, especially given only one towing service is interested in working for BBRD.

The following language is proposed to be added to the end of Section 3.2 Rules for Specific District Facilities of the *Policy Manual* (page 34 of Exhibit A):

*No Parking at Specific Common Areas*

*Vehicles shall be subject to towing at owners' expense if parked within 25 feet of District installed "No Parking" signs.*

Although the BOT requested staff identify areas for placement of no parking signs, since this issue was a Trustee initiative, staff does not believe it is appropriate for them to identify areas where individual Trustees may want signs placed. Therefore, 18 satellite pictures of BBRD common areas are included as attachments in addition to paper copies of the areas being provided to the trustees. Staff recommends individual trustees identify areas where they desire no parking signs prior to the BOT meeting and staff will mark said pictures on the screen where a consensus of the Trustees agree to place signs.

At the October 27, 2020 meeting, the BOT identified the following common areas for signage:

- Barefoot Blvd in front of hand ball, pickle ball, and tennis courts)
- Midway Street
- Hawthorn Circle
- Lark Drive
- Fir Street cul-de-sac
- Spruce Street cul-de-sac
- Sequoia Street cul-de-sac
- Balsam Street cul-de-sac
- Hemlock Street cul-de-sac
- Yew Street cul-de-sac
- Cypress Street cul-de-sac
- Evergreen Street cul-de-sac

Additionally, the BOT requested staff to seek guidance from the Brevard County Sheriff's Department regarding if they would ticket vehicles parked on the grass portion of County right-of-way's. Staff was informed that the BCSO will not ticket vehicles parked in the County right-of-way (grass portion).

If the BOT approves the revised *Policy Manual* language installation of the signs would then commence, followed by an educational grace period before enforcement begins on January 4, 2021.

The reader should note, the DOR prohibition against parking on the grass only applies to residential properties within BBRD and therefore are not applicable to common areas.

Staff recommends the BOT approve Resolution 2020-14, revising the Policy Manual to add no parking regulations and instruct staff to begin installation of no parking signs with commencement of enforcement on January 4, 2021.

## **RESOLUTION 2020-14**

### **A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; PROVIDING FOR THE ADOPTION OF A REVISION TO THE POLICY MANUAL ADOPTED MAY 8, 2009, AS SUBSEQUENTLY AMENDED THROUGH SEPTEMBER 22, 2020; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Board of Trustees has previously adopted Resolution 2009-05 establishing a Policy Manual for the residents of Barefoot Bay in relation to the operation of the Recreational Facilities of Barefoot Bay; and

**WHEREAS**, the Barefoot Bay Recreation District staff has incorporated various changes to improve operations in an efficient and effective manner; and

**WHEREAS**, the Board of Trustees of Barefoot Bay Recreation District is desirous of amending the Policy Manual previously adopted and revised consistent with the revised version attached and incorporated hereto as Exhibit A;

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

**Section 1:** The Policy Manual for Barefoot Bay Recreation District is hereby amended in accordance with Exhibit A attached and specifically incorporated hereto this Resolution.

**Section 2:** If any portion, clause, phrase, sentence or classification of this resolution is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the resolution; it is hereby declared to be the expressed opinion of the Trustees of the Barefoot Bay Recreation District that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this resolution did not induce its passage, and that without the inclusion of any such portion or portions of this resolution, the Trustees would have enacted the valid constitutional portions thereof.

**Section 3.** Conflict with other Provisions.

All resolutions or parts of resolutions in conflict herewith are hereby repealed and all resolutions or parts or resolutions not in conflict herewith are hereby continued in full force and effect.

**Section 4.** Effective Date.

This Resolution shall become effective on January 4, 2021.

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

Chairman Joseph Klosky	_____
Trustee Michael R. Maino	_____
Trustee Jeff Grunow	_____
Trustee Randy Loveland	_____
Trustee Luann Henderson	_____

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted this  
13th day of November 2020.

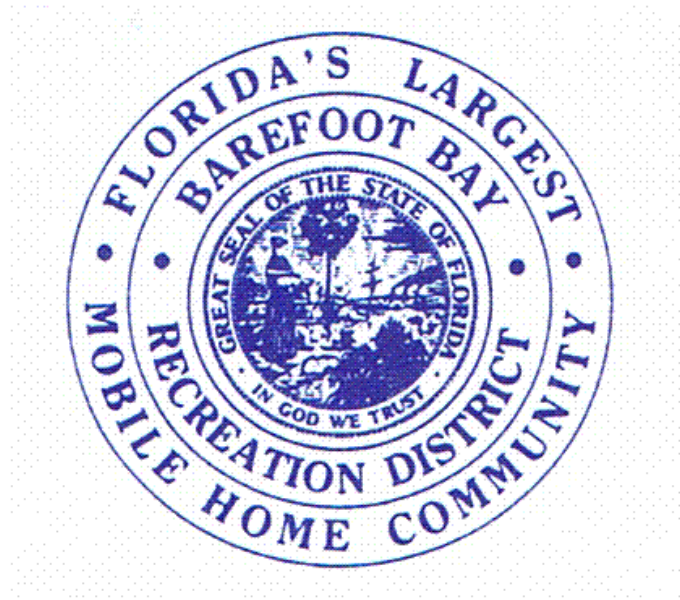
**BAREFOOT BAY RECREATION DISTRICT**

By: \_\_\_\_\_  
JOSEPH KLOSKY  
CHAIRMAN

Attest: \_\_\_\_\_  
TBD  
SECRETARY

# Barefoot Bay Recreation District

## Policy Manual



~~Approved by~~Submitted to the Board of Trustees on ~~September~~November 13~~22~~,  
2020

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Exhibit A  
Barefoot Bay Recreation District  
Policy Manual  
PURPOSE

## PURPOSE

The Barefoot Bay Recreation District Policy Manual has been developed to provide the Board of Trustees and employees of the District with assistance in effectively performing their responsibilities by stating the policies of the District and the Financial Department and the ways and means of accomplishing its goals.

This Policy Manual was established based on the criteria identified by applicable state law and statutes, administrative code and Uniform Accounting System Manual and recommendations from the District's financial auditors.

The reasons for developing a Policy Manual include:

1. Written policies promote teamwork.
2. Written policies promote clarity, consistency and continuity of performance.
3. Written policies provide useful information for training programs and a means of comparing competent practice to the written approved descriptions of policies.
4. The written manual is a central source of adding, changing or deleting policy.
5. Written policies promote proper delegation of authority.
6. Using a policy manual supports effective time management for supervisors to provide for planning and departmental development functions.
7. Policy manuals save supervisory time spent in answering repetitive questions.
8. Policy manuals serve as a source document for inspection by approval agencies.

The Board of Trustees will modify and adopt changes to the Policy Manual as needed to best serve the operation and intent of the Recreation District and will conduct a full review as needed to address any recommended changes to the entire document.<sup>1</sup> Revised Policy Manuals will replace the outdated policy manuals (if changes are made) in all Departments as soon as possible after adoption. The Department Managers will be responsible for replacing the Policy Manuals and the necessary review and training required by the updates. The Policy Manual will be updated and printed through the Administration Department of the Barefoot Bay Recreation District.

To the extent that these policies reference any specific statute, ordinance, law or rule, the Board specifically intends that these policies shall comport with and/or incorporate any amendments to such statute, ordinance, law, or rule subsequent [www.myflorida.com](http://www.myflorida.com) is the website for easy access to Florida Statutes. As the statute(s) change(s), this policy manual will be modified accordingly.

## **Part One. General Operating Policy**

### **1.0 EMPLOYMENT AND TRAINING**

Barefoot Bay Recreation District recognizes the value of employees, and wishes to acquire talented personnel, providing the necessary training to allow employees to advance within the organization. Barefoot Bay Recreation District will hire the most suitable candidate for any open position, and employees to learn about the organization and to work as a valued team member.

Standard hiring practice is to perform open recruitment for job openings. To encourage employee personal and professional development growth, the hiring manager may elect to use internal recruitment only when the hiring manager and his or her supervisor believes there is more than one qualified employee to fill the position. Under special circumstances (key critical positions), the Community Manager may authorize promotion or appointment of a qualified candidate to a position without using the recruitment process. Upon such circumstances a written statement will be placed in the employees file explaining why the normal process was not used.

Within budgetary restraints, the District recognizes the importance of professional continuing education to maintain and grow skill sets of professional positions. Training will be completed in state only. In the event there is a need for out of state training, the Board will approve out of state travel. <sup>2</sup>

### **1.1 TRAVEL POLICY**

Barefoot Bay Recreation District does not recommend the use of personal vehicles for business purposes. Employees will not be reimbursed for mileage when they use their personal vehicle for Barefoot Bay Recreation District business. An exception is made when 1. An employee is required to attend a seminar, training or any overnight business travel, or 2. An employee is on an official assignment and a Barefoot Bay vehicle is not available<sup>3</sup>, subject to prior approval of district management. If necessary, during a declared emergency, district management may waive this policy. <sup>4</sup>

Per diem and travel expenses of public officers, employees and authorized persons shall be reimbursed in accordance with Section 112.061, Florida Statutes. Training will be completed in state only. In the event there is a need for out of state training, the Board will approve the travel.

<sup>5</sup>These basic policies apply to all BBRD travel:

1. All travel, if pre-authorized by the Community Manager
2. Receipts are required for reimbursed expenses
3. Rates of per diem and subsistence allowance and mileage rate for use of personal vehicles is reimbursed in accordance with Sec.-112.061, F.S.
4. Expense reports that approved by the Department Head and Community Manager are reimbursed in a timely manner.
5. Traveler must elect prior to travel use of per diem or reimbursement for meal expense (including up to 15% tip and sales tax).<sup>6 7</sup>

### **1.2 REPORTS REQUESTED BY THE BOARD OF TRUSTEES**

The following reports shall be provided by the 15<sup>th</sup> of each month:

1. A financial report showing the actual expenses and revenues for each month and year to date compared to the budget amount for the year for all departments and overall district.
2. Revenues and Expenditures of any federal, state, or local agency grant funds applicable to any budgeted project shall be accounted for as separate line items.

The following report shall be provided at each meeting:

1. A listing of all checks paid by the District from the previous meeting to the current report time. The list will include the amount of the check, vendor, and description.

### **1.3 JOB INSTRUCTION TRAINING MANUAL**

Job Instruction Training Manual will be established and updated by management on an “as needed” basis. Input from the Department Managers and employees will be valuable in keeping these documents current and representative of actual procedures. Attention will be focused on best practices as recommended by management, audit recommendations, and legal professional recommendations. Department Managers will be responsible for instruction and training on the updated JIT and Procedure Manual.

## **Part Two. General Financial Policies**

### **2.0 ACCOUNTS PAYABLE**

All bills, packing slips, filled purchase orders and applicable paperwork must be turned into accounts payable on a daily basis, and all bills must be signed by the department manager or designee.<sup>8</sup> Unsigned bills will be returned to the department and payment will be delayed.

#### **Sales Tax**

Sales tax is collected on all taxable items and paid in accordance with Florida Statutes. This includes, but is not limited to, shopping center rentals, pro shop sales, food and beverage sales and resident user fees.

### **2.1 ACCOUNTS RECEIVABLE**

All receipts are recorded when received and coded to the proper General Ledger accounts. Bank deposits from each location are compiled into one deposit and deposited with the bank of record each day. Customer accounts will be credited with payment receipts by the next business day following the receipt of the payment.

### **2.2 ASSESSMENT FEE COLLECTION POLICY**

Customers delinquent 30 days or more are subject to a monthly \$10.00 delinquent fee until their account is current. Payments are due on the first day of each month. Accounts are delinquent after 30 days.

When a resident goes 60 days past due, the District mails a demand letter that documents the delinquency and notifies the property owner of the District's intent to collect the debt. If there is no response to the demand letter, 10 days from the date of the letter, a lien is recorded on the property. The District sends a copy of the signed and notarized lien to the resident, both by certified mail and by regular mail and the District files the lien with the county. If there is still no response sixty (60) days after the date of recording or one year after the delinquent installment first became due (whichever is later), the overdue account will be sent to the District's attorney for collection.

In cases where a property owner disputes the District's assertion that an assessment payment is delinquent, the District shall reimburse the property owner up to an amount of \$50.00 in bank fee charges incurred by the owner to obtain bank documentation which affirmatively demonstrates that payment of the delinquent assessment was made timely by the owner. Such reimbursement shall be made only after verification of valid payment by the District, and in no instance shall District funds be advanced to an owner for such purpose prior to verification of valid payment.

Effective October 1, 2009, the District shall collect its assessment via the uniform method for the levy, collection, and enforcement of non-ad valorem assessments pursuant to Sec. 197.3632, Florida Statutes. Delinquent accounts as of that date will be processed by the District in the manner provided for above.

### **2.3 CONVEYANCE OF PROPERTY**

The appropriate social membership fee plus sales tax is collected from each new owner each time the property changes hands, in accordance with the District's General Rules Applicable to District Facilities and the Deed of Restrictions.

### **2.4 PAYROLL**

Payroll is processed on a biweekly schedule. The pay period runs Monday 12:01am to Sunday at 11:59pm.

All employees must use the accepted method of time keeping for recording time in and out as well as sick, vacation, and personal time off.

### **2.5 RETIREMENT PLAN**

A retirement plan is available for any full-time employees who wish to participate. The District will match one for one up to 3% of employee's deduction of gross wages.<sup>9</sup>

### **2.6 INVENTORIES**

Monthly a physical inventory is taken of food and beverage supplies, food stock, and pro shop merchandise and reconciled to the ledger.

### **2.7 FIXED ASSETS (tangible personal property)**

A listing of all fixed assets with a value of \$2,000.00 or more will be maintained, updated, and completed for each year by September 30<sup>th</sup>. Each item received is tagged with an all-weather tag. Additions and deletions of tangible asset require approval by Community Manager.<sup>10</sup>

Surplus or otherwise obsolete tangible personal property owned by the District may be disposed of in any manner as provided in Chapter 274 Florida Statutes, or as otherwise provided by general law.

### **2.8 YEARLY BUDGET SCHEDULE AND LEVY OF ASSESSMENTS**

The audit should be completed according to Florida Statutes. The yearly budget schedule is prepared in accordance with the requirements as provided in Article VI BREVARD COUNTY ORDINANCE NO. 84-05 (The Charter of the Barefoot Bay Recreation District) as excerpted below:

### **Fiscal Year and Budget Process**

"The fiscal year of the district shall commence on October 1 of each year and end on September 30 of the following year. The trustees shall, on or before April 1 of each year, prepare an annual financial statement of income and disbursements during the prior fiscal year. On or before July 1 of each year, the trustees shall prepare and adopt an itemized budget showing the amount of money necessary for the operation of the district for the next fiscal year and the special assessment to be assessed and collected upon improved residential parcels of the district for the next ensuing year. Each year such a financial statement shall be published once during the month of April in a newspaper of general circulation within the county. A copy of the statement and a copy of the budget shall also be furnished to each owner of an improved residential parcel within 30 days after its preparation, and a copy of each shall be made available for public inspection at the principal office of the district at reasonable hours."

In order to meet the time frame mandated by the Charter, and the Florida Statutes, the Community Manager will begin to hold pre-budget meetings with each department of the district in order to have a draft of the proposed budget available for trustee perusal and public meetings. The Community Manager shall have a working draft available by April 1 of each year.

April 1	Prior fiscal year Financial Statement and working draft of next fiscal year's Budget to be presented to Trustees.
First Week of April	First working draft presented to the Trustees
Third Week of April	Workshop for the Trustees to give their recommendations to the Community Manager.
Fourth Week of April	Publish prior fiscal year Financial Statement in generally circulated newspaper within Brevard County.
Third week of May	Workshop to present proposed draft for mail out to community and hear comments from both Trustees and citizens.
Regular May Meeting	Adopt proposed draft for mail out to property owner of record and set Public Hearing date (must be 21 days after notice is published).
On or before Monday after May meeting	Publish notice of Public Hearing in newspaper of general circulation (must be 21 days prior to hearing). Mail proposed budget, proposed assessment rate, and prior year financial statements to all property owners of record.
June 20th to June 30th	Time frame for Public Hearing, for community input, on proposed budget, proposed assessment that was received in mail. Board will have to consider two resolutions. One to set the special assessment rate, and one to adopt the formal budget.
September 15	Deadline to certify the Non-Ad valorem Assessment Roll to Brevard County Tax Collector
September 30	Current fiscal year ends
October 1	New fiscal year starts

### **2.9 ESTABLISHING A NEW FUND**

It is the policy of the Recreation District to establish a new fund based on the criteria identified by the State of Florida in the Uniform Accounting System Manual. The manual recommends that only

a minimum number of funds consistent with the legal and operational requirements of the District should be established. Each new fund adds complexity and costs to the administration of the District's financial system. A fund is defined as an independent fiscal and accounting entity consisting of a self-balancing set of accounts segregated for the purpose of carrying on specific activities in accordance with defined regulations, restrictions and limitations. This policy should address the following areas when opening a new fund:

#### **Charter Reference**

The terms of reference are required, giving authority to open a new fund and setting out its purpose, manner of operation and peculiarities, if any.

#### **Fund Identification and Interaction with Other Funds**

The named fund is allocated an identifying number for General Ledger data collection and reporting.

The General Ledger set-up should take cognizance of the relationship of the new fund to existing funds and the appropriate codes put in place to facilitate operation.

### **2.10 Budget Amendments and Transfer <sup>11</sup>**

#### **Budget Amendments**

Budget amendments that either increase or decrease the amount of a fund or department within the General Fund will be recommended by the Finance Manager, approved by the Community Manager and authorized by an affirming vote of the Board of Trustees with an accompanying resolution to the budget amendment.

The only exception to this policy will be the annual allocation of the employee incentive budget once all employees have received their annual evaluations. This Budget Transfer will be recommended by the Finance Manager and approved by the Community Manager. A copy of said budget amendment will be provided electronically to the Trustees on the date of execution.

#### **Budget Transfers**

Budget transfers that do not either increase or decrease the amount of a fund or department within the General Fund will be recommended by the Finance Manager and approved by the Community Manager.

### **2.11 CHART OF ACCOUNTS – GENERAL LEDGER ACCOUNT STRUCTURE**

Each fund has its own chart of accounts for all transactions relating to:

- Balance Sheet
- Revenues
- Cost of Sales (if applicable)
- Expenditures /Expenses

The funds and purposes are listed below. The General Fund and the Debt Service Fund consist of revenue and expenses for various operations. The other funds listed below are maintained as record-keeping funds.

Description	Purpose
General Fund	Legislative Expenses, includes G/L accounts for Special Reserve, Stormwater, Capital, and Shopping Center departments. Revenue received as federal, state, or local agency grant funds shall be maintained in a separate account within the General Fund.
Debt service fund	To record deposits and payments to long term debt
General Fixed Assets Fund	Used to record capital assets and accumulated depreciation
General Long-Term Debt Fund	Current balances for Long Term Debt
Government Wide Fund	Reconciling/conversion entries to Government Wide Statements

## 2.12 BANK ACCOUNTS

The District maintains bank accounts necessary to provide for operations.

<u>Account</u>	<u>G/L Account #</u>	
General Fund General Fund)	001-101000	(Purpose: receipts and expenditures for the

### Investment Procedures<sup>12</sup>

The District does not have a written investment policy that adheres to F.S. Section 218.415. Therefore, the District can only invest in the following instruments and programs:

1. The Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in s. 163.01.
2. Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
3. Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in s. 280.02.
4. Direct obligations of the U.S. Treasury.

The District currently participates in the State Board Association Pooled Investment Program (SBA). The interest earned on the SBA investments is recorded when it is received.<sup>13</sup> Funds are only moved between investment accounts within a fund by Board of Trustees resolution.

## 2.13 PROCUREMENT POLICY

### Ethical Standards and Their Application to Procurement

No officer or employee of the Barefoot Bay Recreation District shall have any financial interest in the profits of any contract, service, or other work performed for BBRD; nor shall an officer or employee personally profit directly or indirectly from any contract, purchase, sale, or service between BBRD or any person or company, nor personally or as an agent provide any surety bail or bond required by law or subject to approval by the Board of Trustees. No officer or employee shall accept any free or preferred service, benefits, or concessions directly or indirectly, from any person or company doing business with, or soliciting business from BBRD.



### **Payment of Sales Tax**

In accordance with State law, Barefoot Bay Recreation District is exempt from paying sales tax on purchases. A copy of the District's sales tax exemption certificate shall be maintained and available at the administrative offices.

### **Capital Budget Expenditures**

The Board of Trustees and Community Manager must approve all Capital budget purchases. Capital budget purchases or outlays are for the acquisition of or addition to fixed assets. They generally add value to the land or building, have a useful life of more than one year, are of a non-consumable nature, and must exceed \$5,000.00<sup>14</sup> in value.

Capital Budget expenditures are classified as:

1. Land: including land acquisition cost, easements, and/or rights of way.
2. Buildings
3. Improvements other than buildings: including, but not limited to, roads, bridges, curbs and gutters, docks, wharves, fences, landscaping, lighting systems, parking areas, storm drains, and athletic fields.
4. Machinery and equipment: includes motor vehicles, heavy equipment, office furniture and equipment
5. Construction in progress: used to account for undistributed work in progress on construction projects.

### **General Purchasing Requirements**

Community Manager shall ensure that the funds are sufficient and authorized for all expenditures. Each department/area of operation purchases supplies and inventory items according to the department's budget plan for the fiscal year. This policy has been deemed the most cost-effective, efficient approach to purchasing. The purchase of office supplies shall be coordinated through the community manager's office. The department heads/managers shall be responsible for staying within their budget as adopted by the Board of Trustees.

Department	Department Head or Designee
Administration	Community Manager or Designee

The Community Manager is authorized to approve budgeted expenditures of up to \$7,500.00 without Board authorization. All expenditures of \$7,500.00<sup>15</sup> or more shall be authorized by the Board of Trustees and have two authorized signatures on ANY check.

### **Use of Purchase Orders-Competitive Pricing**

The primary method of purchasing a product is through a purchase order. A purchase order ensures that proper procedures and approvals have been obtained prior to placing the order for the product. Certain items do not require a purchase order and are listed under exceptions to the use of Purchase Orders.



1. For purchases of up to \$999.99<sup>16</sup>, a purchase order and competitive pricing is not required; however, obtaining quotations is recommended whenever practical.
2. For purchases of \$1,000.00 to \$19,999.99<sup>17</sup> informal quotes are required from at least two sources. A "No Bid" does not constitute a quote. These quotations should be submitted in writing, and kept on file in the accounts payable office and the requesting department.
3. For purchases in the amount of \$20,000.00 to \$49,999.99<sup>18</sup> written, signed bids are required from at least three sources. A "No Bid" does not constitute a bid. These bids should be kept on file in the accounts payable office and the requesting department.
4. For all purchases in the amount of \$50,000<sup>19</sup> or more, sealed bids are required and the Request for Proposal or Invitation to Bid Process must be followed (see Section 2.14).

If staff is unable to obtain more than one quote or bid after a reasonable time, the Community Manager may authorize the procurement based on the Department Manager's recommendation and use of Exception to Competition, #9 "Under other documented and justified circumstances approved by the Community Manager." When this exception to competition (a second quote cannot be found in a reasonable time)<sup>20</sup> is used, the Community Manager shall notify the Board of Trustees at the next regularly scheduled Board meeting and notate the date, vendor and price on an "Exception to Competition log" as maintained by the District Clerk.<sup>21</sup>

#### **Blanket Purchase Orders**

Blanket purchase orders may be used for small repetitive specified goods or services from the same vendor that requires numerous orders / shipments over specified periods of time. The use of blanket purchase orders to by-pass the competitive pricing or bid policies is not allowed.

#### **Use of Credit Cards<sup>22</sup>**

Department Managers are authorized by the Community Manager to use a credit card with a maximum monthly limit of \$1,000.00 for purchases when credit accounts or payment by check is not acceptable or efficient. An additional \$1,000.00 per month may be pre-approved by the Community Manager as needed. The Finance Manager is authorized by the Community Manager to use a credit card with a maximum monthly limit of \$5,000.00 for purchases when credit accounts or payment by check is not acceptable or efficient. Department Managers will forward receipts for all purchases made by use of the credit card to the Finance Manager or designee. The Finance Manager or designee shall monitor the usage of departmental credit cards. Credit cards shall be stored in a secured location by the Department Managers when not in use.

#### **Exceptions to the use of Purchase Orders**

Some recurring obligations, which are exempt from the competitive bidding process and the purchasing approval process, are as follows:

- Utilities
- Travel and Training (reimbursements are handled through A/P)
- Insurance Premiums
- Debt Service Costs
- Certain refunds and reimbursements
- Inventory purchases for retail sale <sup>23</sup>

Approval and payments for these items will be processed using the Monthly invoices as back up. These items require the approval of the Community Manager or Designee and require separate verification that funds are budgeted and available before the expenditure can be made. If funds are not available, a budget transfer shall be made upon approval of the Board of Trustees.

### **Exceptions to Competition**

The competitive procurement process may be waived:

1. In defined emergencies, documented in accordance with the Emergency Purchases section of these policies.
2. For sole source procurements documented and approved in accordance with the Sole Source Purchases section of these policies.
3. For seminars registrations and professional membership dues and fees.
4. For purchase of local utility services for BBRD owned or operated facilities.
5. Postage expense, when billed by a vendor at the currently prevailing postage rates established by the U.S. Postal Service.
6. Repair or services for proprietary equipment, software, hardware, etc.<sup>24</sup>
7. Capital or R&M projects proposed by a vendor responsible for long-term maintenance when recommended by responsible department manager and approved by the Community Manager.
8. Repairs that require action within 72 hours.<sup>25</sup>
9. Under other documented and justified circumstances approved by the Community Manager.

### **Emergency Purchases**

In cases of a declared emergency which require the immediate purchase of supplies or contractual services, the Community Manager may waive normal purchasing procedures.

In the event of the need to repair existing infrastructure that impacts the health welfare and safety of residents, the Community Manager may waive normal purchasing procedures. The Community Manager shall place the contract for repairs on the next regularly scheduled BOT meeting agenda for confirmation.<sup>26</sup>

### **Purchases from Purchasing agreements of Special Districts, Municipalities, or Counties (Piggybacking)<sup>27</sup>**

District purchases based on purchasing agreements from other Special Districts, Municipalities, or Counties (Piggybacking) per Sec. 189.4221 F.S. will be allowed.

### **Purchases from State Contract<sup>28</sup>**

District purchases based on the use of state contracts will be allowed.

### **Emergency Payment**

In a declared emergency either the Community Manager and one Trustee, or two Trustees, are required to sign checks over \$7,500<sup>29</sup> to pay for needed purchases, supplies or contracted services.<sup>30</sup>

### **Purchase of Services From a Goods and Sole Source Provider**

Sole source is an award of contract to the only known source for the required goods or services. A sole source purchase cannot be justified on the basis of quality or price, as quality can be a subjective evaluation based on individual opinion, and price considerations must be evaluated by competitive bidding. If there is more than one product or service that will perform essentially the same functions under essentially the same conditions as the requested product or service, a sole source is deemed not to exist.

Some of the factors considered to qualify as a sole source are:

1. The stated vendor is the only producer of the product or service, and no commercial substitute is available.
2. The information or data is proprietary.
3. The maintenance or repair requires specialized equipment or expertise, which is available only from the original vendor, or vendor representative.
4. If the District currently has a continuing service contract with the vendor.<sup>31</sup>

Sole source items must be justified and contain the following information:

1. How was a determination made, that the goods or services being purchased, are only available from one source.
2. What contacts, (if any), were made in an attempt to identify alternate sources.
3. What is the rationale that the goods or services being purchased cannot be substituted with similar goods or services from other sources.

#### **Awards Quotes/Bids under \$50,000<sup>32</sup>**

Award recommendations exceeding \$7,500.00<sup>33</sup> will be submitted by the Community Manager for approval by the Board of Trustees, unless previously exempted or approved.

Suppliers shall be selected based on total cost, which considers delivery, freight costs, prices, quality, life cycles costs, warranty, services, terms and conditions. Awards to other than the low bidder, shall be documented to show the rationale for rejection (i.e. does not meet specifications, delivery and past performance problems).

#### **Tie Bids**

Award of all tie quotes/bids shall be made by the District in accordance with Sec. 287.087, F.S., which allows a firm certified as a Drug-Free Workplace to have preference. In the event that both or neither firm is a Drug-Free Workplace, tie quote/bids may be awarded by lot.

#### **Waiver of Irregularities**

The Board of Trustees shall have the authority to waive irregularities in any proposal, and/or bid.

#### **Signatures on Contracts**

The Community Manager must execute all contracts for on-going and/or routine purchases of goods and services.

The Board of Trustees must approve and the Chair of the Board must execute contracts that exceed one year (1) in duration, including renewal term or that exceed \$7,500 in value.

#### **Change Orders or Amendments**

Change order means changes, due to unanticipated conditions or developments, made to a contract, which do not substantially alter the character of the work contracted for and which do not vary so substantially from the original specifications as to constitute a new undertaking. Such changes must be reasonably and conscientiously viewed as being in fulfillment of the original scope of the contract. Further, such changes when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result of the elimination of work not necessary to the satisfactory completion of the contract.

The Community Manager is hereby authorized to approve and initiate work on the following types of change orders determined in his or her judgment to be in the best interest of the public and which do not materially alter the scope of the work contemplated by the initial contract.

1. All change orders resulting in a cumulative net decrease to the initial cost of the contract to Barefoot Bay Recreation District.
2. All change orders increasing the initial contract cost by under 10%, provided sufficient documentation is provided.
3. Any change order over 10% costs upon the verbal approval of the Chairman of the Board or next ranking Board member) if the delay in taking the proposed change order to the next available Board meeting would substantially delay the project. The Community Manager shall place the change order on the next available Board meeting agenda for confirmation by the Board in a public meeting.<sup>34</sup>
4. All change orders or amendments involving procedural or other matters that will not result in any change to the contract's cost.

The Board of Trustees must formally approve all other change orders before work may be authorized to begin.

#### **Purchase of Computer, Related Equipment and Supplies**

Purchase of any IT related product or service will be coordinated through the IT services contract manager for vendor analysis and approval.<sup>35</sup>

#### **Receiving and Approving Goods and Services**

It is the responsibility of each department to inspect all goods or services to determine their conformance with the specifications set forth in the purchase agreement.

If goods or services are not acceptable, the department manager take appropriate action and if necessary, notify the Community Manager.

#### **Services Performed on BBRD Property**

Vendors performing work on Barefoot Bay Recreation District property, regardless of value of the project or scope of work, are required to:

1. Be properly licensed under existing Federal, State and local laws.
2. Provide a Certificate of Insurance to assure BBRD's insurance provider will not be responsible for any losses in any way arising out of or resulting from the contractor's operations, activities, or services provided to BBRD. Further, contractors must agree to hold harmless and indemnify BBRD for any claims whatsoever, which may arise as a result of the contractor's actions. The amounts and types of insurance required will be specifically detailed in the bidding, purchase, and/or contract documents for each specific project. However, the amounts and types of insurance required shall be no less than those as provided for herein unless otherwise waived or approved by the Board of Trustees:

Workers' Compensation Insurance: statutory benefits, as provided by statute;

Employer's Liability Insurance: \$1,000,000 per occurrence;

Comprehensive or Commercial General Liability Insurance (Including, but not limited to, the following Supplementary Coverages: (i) Contractual Liability to cover liability assumed under this Agreement; (ii) Product and Completed Operations Liability Insurance; (iii) Broad Form

Property Damage Liability Insurance; and, (iv) Explosion, Collapse, and Underground Hazards (Deletion of the X,C,U Exclusions), if such exposure exists):

Bodily Injury: \$1,000,000 per occurrence  
Property Damage:\$1,000,000 per occurrence;

Automobile Liability Insurance:

Bodily Injury: \$1,000,000 per occurrence

Property Damage:\$1,000,000 per occurrence

If a Combined Single Limit is provided, the total coverage shall not be less than \$2,000,000 per occurrence;

Professional Liability Insurance (For professional services as defined pursuant to Florida Law, environmental contractors, or as otherwise specifically required by BBRD): \$1,000,000 per occurrence

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

3. Obtain all permits required for the nature of the work.
4. Have the completed job inspected by appropriate staff to affirm correctness of the job before submitting the invoice for payment

#### **Hiring or Use of Employment Service Workers-Temporary Employees**

The contract for services or use of an Employment Agency for temporary employees, that can be funded through an existing departmental available budget, shall have the approval of the Community Manager. Any contract requiring a budget amendment to recognize additional monies for said use will be brought to the Board of Trustees for approval.<sup>36</sup>

#### **Purchase or Sale of Properties by BBRD Using Neighborhood Revitalization Program (NRP) Funding**

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 <sup>37</sup>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.

The Chairman of the NRP BOT Sub-Committee shall be authorized to sign any proposed contracts for sale of BBRD owned properties acquired through the NRP (as recommended by the Community Manager or designee). Once a property is under contract for sale, the transaction shall be placed on the next regularly scheduled BOT meeting agenda for confirmation.

Any proceeds from sale of properties acquired through the NRP shall be added back into the NRP expenditure account via a budget amendment at the next available meeting after receipt of proceeds for said sale.

#### **Unacceptable Purchasing Practices**

The following practices are prohibited:

1. Purchase of a product or service prior to obtaining an approved purchase order.

2. Splitting purchase orders into smaller amounts for the purpose of avoiding the need for quotations, or formal bidding.
3. Specifying a purchase as a sole source when other sources, or substitute products or services are available.
4. Miscoding purchases to accounts in order to avoid having to process a budget transfer.

## **2.14 FORMAL SEALED BIDS (FOR PURCHASES OF \$50,000 OR MORE)<sup>38</sup>**

### **Competitive Procurements Process For Formal Bids**

Formal bids are written documents issued by the Department Heads, and approved by the Community Manager, inviting potential contractors to submit sealed, written pricing for specific goods or services in conformance with specifications, terms, conditions and other requirements described in the bid invitation documents. Formal bids shall be utilized to document procurements of goods and contractual services with an aggregate cost of \$50,000 or more.

Request for Proposals or Request for Qualifications (RFP's, RFQ's) are written documents issued by the Department Heads and approved by the Community Manager, inviting potential vendors to submit sealed proposals for specific professional services or goods in conformance with the scope of services, terms, conditions and other requirements described the RFP documents. RFP's are utilized for procurements of professional services or goods with an aggregate cost of \$50,000 or more. At the time of publication of the RFP/RFQ a copy shall be furnished to each member of the Board of Trustees.

RFQ's/RFP's for engineers/consultants will follow Sec. 287.055 F. S.

Request for Proposals/Qualifications. RFQ's/RFP's shall be publicly advertised as provided by law or otherwise.

### **Specific Procedures for Formal Sealed Bids/Quotes**

Bids/Quotes shall be opened in public at the date, time and place stated in the public notices. No bids shall be accepted after the time and date or at any location other than that designated for bid opening. Bids received late will be returned unopened. All quotes/bids received and accepted will be made available for public inspection ten (10) days after opening or upon recommendation of award, whichever occurs first as per Sec. 119.07 (3) (m), F.S.

A tabulation of all formal sealed bids/quotes received with the recommended award(s) will be available for public inspection in the main offices of the District during regular business hours no later than (3) business days after a public opening. Vendors filing protest of award must do so as per the section titled, "Vendor Complaints and Disputes."

### **Award of Bids**

For formal sealed bids/quotes, the user department shall submit a recommendation of award to the Community Manager prior to final award. On all procurements, to determine the lowest responsive and qualified quoter/bidder, the following will be considered:

1. The ability, capacity, equipment, and skill of the quoter/bidder to perform the contract
2. Whether the quoter/bidder can perform the contract within the time specified, without delay or interference
3. The character, integrity, reputation, judgment, experience and efficiency of the quoter/bidder
4. The quality of performance on previous contracts
5. The previous and existing compliance by the quoter/bidder with laws and ordinances relating to the contract



6. The sufficiency of the financial resources to perform the contract to provide the service
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required
8. The ability of the quoter/bidder to provide future maintenance and service
9. The number and scope of conditions attached to the quote/bid

### **Waiver of Irregularities**

The Board of Trustees shall have the authority to waive irregularities in any and all formal sealed quote/bids.

### **Evaluation Committee**

An evaluation Committee, identified by the Community Manager prior to issuance of the RFP or RFQ, shall review all responses to the RFP or RFQ. The Board shall be advised of the membership of the committee at the time of the issuance of the RFP or RFQ.<sup>39</sup>

Members of the Evaluation Committee shall consist of at least one (1) user department representative, one (1) Board member, and one (1) third-party non-employee resident chosen at the discretion of the Community Manager. The Community Manager and Board Chairman shall serve on the committee as non-voting members.<sup>40</sup>

The Committee should consist of an odd number of people to avoid a tie when selecting the awarded vendor. Selection committee meetings are subject to Sunshine Law; and therefore, public notice of the intended meeting of the committee must be posted in advance to allow for the provision of any special accommodation needs of any attendees. Committee members should not conduct, with another voting committee member, any discussion related to the proposals received except during public meetings. A memorandum explaining the evaluation process and committee member responsibilities will be provided to each committee member prior to any meeting.

The user department, in conjunction with the Community Manager shall select evaluation criteria (to include price whenever possible). Such criteria must be stated in the RFP. The user department may also assign a weight to each criterion by its relative importance, with the total weights equal to 100. If used, these weights will be assigned prior to issuance of the solicitation but may or may not be published in the solicitation. If unpublished, the weights will be revealed at the opening of the RFP unless otherwise directed within the RFP. If weights are not assigned, the RFP shall set for the relative importance of the factors in addition to price that will be considered in award. The intent of which is to provide a complete understanding on the part of all competitors of the basis upon which award will be made.

The user department/Community Manager shall issue and receive the RFP proposals. Committee members shall review the received proposals and independently score each proposal for each criterion. Price will be objectively scored, as shown, when applicable.

The lowest priced proposal receives the maximum weighted score for the price criteria. The other proposals should receive a percentage of the weighted score based on the percentage differential between the lowest proposal and the other proposals. All weighted scores are then multiplied by the maximum score available (i.e. 45%) to determine the total percentage awarded.

<u>VENDOR</u>	<u>PRICE</u>	<u>% AWARDED</u>	<u>X</u>	<u>WEIGHT</u>		<u>WEIGHTED SCORE</u>
A	\$20,000	(100 %)	X	45%	=	45
B	\$25,000	(80%)	X	45%	=	36

C      \$28,000      (71%)                      X      45%      =                      31

\*Vendor B's percentage is  $\$20,000/\$25,000 = 80\%$

\*\* Vendor C's percentage is  $\$20,000/\$28,000 = 71\%$

NOTE: Weighted Score shall be rounded to nearest whole number price evaluation and calculation may be revised to conform to the needs for each individual RFP selection committee. Each committee member shall then rank each vendor's score. A scoring sheet (Exhibit A) shall be completed by each voting committee member. The rankings are then added for each vendor and the vendor with the lowest sum of collective rankings is recommended for award. A ranking sheet (Exhibit B) compiling the ranking of each proposal shall be completed by the Community Manager and posted with the scoring sheets.

If oral presentations are requested and the vendors short-listed, the original rankings are eliminated and the process begins again. At a minimum, three (3) vendors should be short-listed. A summary of total scores and rankings will be prepared for the vendors after all members of the evaluation committee have reviewed and evaluated the written and, if required, oral presentations. A copy of all evaluation forms and notes completed by each evaluator must be maintained by the Community Manager for review and audit records. The Community Manager will prepare an agenda item for Board approval of the recommended award.

If fewer than three sealed and qualified proposals are received by the Evaluation Committee, by a majority vote the Evaluation Committee may request the Community Manager to seek non-sealed bids for comparative analysis or forward their recommendation for award of contract or (in the case of a RFQ) their recommended ranking order for staff to negotiate a contract to the Board of Trustees for their consideration.<sup>41</sup>

### **Vendor Complaints & Disputes (Protests)**

Barefoot Bay Recreation District encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

#### **1. *Posting of Bid/RFP Award Notices***

No later than three (3) business days after a bid opening the Community or his/her designee shall post the intended award recommendation. If after posting the tabulation, the highest ranked vendor is found non-responsive to the specifications, the next highest vendor shall be the intended award recommendation. The time for filing a protest will begin on the date of the notice of posting of intended award.

#### **2. *Posting of Formal Sealed Proposals***

No later than three (3) business days after the selection committee recommendations are finalized the Community Manager or his/her designee shall post the selection committee's rankings and recommended award for proposals.

#### **3. *Proceedings for Protest of Award***

Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Community Manager within five (5) business days of the posted award recommendation. The formal written protest shall reference the bid/quote/proposal number and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought. The Community Manager shall schedule the protest to be heard before the Board of Trustees prior to the Board's consideration of the intended award. The intended award vendor shall be given notice and an opportunity to be heard during the protest hearing. The Board of



Trustees shall have the sole discretion to reverse any intended award on the basis of a protest; to require re-evaluation by the selection committee, or to take any other action as determined by the Board to be appropriate and responsive to the protest.

**4. *Stay of Procurement During Protests***

Failure to observe any or all of the above procedures shall constitute a waiver of the right to protest a contract award. In the event of a timely protest under the procedure, the District shall not proceed further with solicitation or with the award until a protest is resolved.

## **PART THREE. GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

### **3.0 GENERAL**

#### **Definitions:**

As used in these rules, the following terms shall have the following meanings:

“Amenity” shall mean something, such as a swimming pool or shopping center that is intended to make life more pleasant or comfortable for the people in a community.

“Associate Golf Membership” shall mean a golf membership that is available to non-residents of Barefoot Bay.

“Board” shall mean the Board of Trustee(s) of the Barefoot Bay Recreation District.

“BFBHOA” shall mean the Barefoot Bay Home Owners’ Association.

“Cause” shall mean a violation of the rules or a violation of State, Local, or Federal law.

“Club or Social Club” shall mean a Club or Organization consisting of a majority of members who are residents of the Barefoot Bay Recreation District. Certified organizations intended to benefit Veterans or their families are not considered to be “clubs or social clubs.”

“Delinquent” shall mean any fee or charge which is not paid by the defined date.

“Dependent” shall mean children who reside with the owner(s) and are: 1. Under 18 years of age and unmarried; or 2. Full time students at any institution of higher education and not over 23 years of age; or 3. Incapable of total self-support due to physical or mental handicap regardless of age.

“District” shall mean the Barefoot Bay Recreation District as defined in the Brevard County Ordinance No. 84-05.

“District Management” shall mean the management personnel or authorities designated by the Board to manage the District facilities.

“Grandchild pass” shall mean a pass purchased by a social member to be used for their grandchildren (under 18 years of age) while they are visiting their grandparent.<sup>42</sup>

"Guest" shall mean those persons normally residing outside of the subdivision who have a guest pass, which was purchased by a Social Member, for the use of his/her guest to gain access to District Facilities.

"Guest pass" shall mean a pass granting a guest privileges to utilize District Facilities and shall include all privileges.

"Invitee" shall mean any non-resident who is invited by a member of an authorized Club or Organization, to participate in an activity or a specific event. An invitee may include, but not necessarily be limited to, a speaker, facilitator, or instructor. An invitee has access only to the facility where the event is held."

"Long term renter" shall mean a renter of one year or more.

"Members" shall refer to those who are granted membership Under Section 3.1 and in good standing.<sup>43</sup>

"Social Membership Fee" shall refer to a user fee that entitles the member to the use of the District facilities.

"Non-Resident(s)" shall mean a person not residing in Barefoot Bay and not accompanied by a member resident.

"Property owner" shall mean the owner(s) of any platted residential lot in the subdivision.

"Renter/Tenants" shall mean non-property owner(s) leasing a dwelling within the subdivision.

"Resident" shall mean person(s) living with a property owner but not on the deed.

"Resident spouse" shall mean the spouse or domestic partner of a property owner who is not on the recorded deed.

"Rules" shall mean these rules governing the use of District facilities.

"Seasonal renter" shall mean a renter for less than one year.

"Subdivision" shall mean that group of platted subdivisions recorded in the public records of Brevard County and known as Barefoot Bay.

"Temporary Lounge/Business Pass" shall mean a pass obtained by a vendor or realtor that has a stated business purpose at the lounge.<sup>44</sup> Temporary Lounge/Business Passes will not be issued up to two hours before or during any music event.<sup>45 46</sup>

<sup>47</sup>

### **Objective**

The objective of the District shall be to provide recreational entertainment facilities for its members and guests including but not limited to; Golf, Tennis, Swimming, Shuffleboard, Lawn Bowling, Basketball, Bocce ball, Horseshoes, Softball, Handball, Community Center Complex, Golf Clubhouse, Common Grounds, Beach property and Fishing pier.

## Management

The Board of Trustees (the Board) of the Barefoot Bay Recreation District (the District) shall be responsible for the operation and management of all its facilities. Their judgment shall be final in all questions involving interpretation of rules, regulations, fees and charges.

## General Rules

1. The District's facilities are available to members and open to the public and guests paying the appropriate fees and meeting membership requirements.
2. Guests may use District upon payment of appropriate fees.
3. Fees paid to the District are to be used at the discretion of the "Board."
4. The use of District facilities, including the golf course, may be limited or restricted by the Board or by District management as necessary to allow all eligible persons to have reasonable use of District facilities without overcrowding.
5. District management reserves the right to refuse use of the District facilities to any person or group for violations of these rules.
6. Any member delinquent in payment of fees shall be denied use of facilities.
7. District management reserves the right to ask the member to have their guest present at the time of obtaining a guest pass(es).
8. Residency in the District does not confer upon any member the unlimited right to use the District facilities.
9. Fees, assessments, and service charges shall be set by the Board.
10. Office hours of the Community Center complex or other designated facility for the payment of membership fees will be as posted.
11. Property owners shall be responsible for any debt incurred by the Property owner, their family, guests, or tenants.
12. The Property owner is responsible for the conduct and appearance of his/her guest(s) while using the District facilities.
13. Appropriate dress is required in all facilities.
14. Smoking, use of any tobacco product and/or use of e-cigarettes (i.e. nicotine vapor devices) are not permitted in any District facilities and may only be permitted in designated outdoor areas.<sup>48</sup>
15. All physical injuries sustained on Barefoot Bay Recreation District Property must be reported to BBRD Staff as soon as possible by the injured party or a representative.<sup>49</sup>
16. Golf membership shall be renewed annually.
17. The Community Manager may suspend, cancel, or revoke any resident or property's social membership, family membership, golf membership, or guest pass based on a violation of these rules. The affected resident whose membership was suspended, canceled, or revoked may appeal the suspension, cancellation or revocation by requesting a hearing before a Special Magistrate. The Board of Trustees shall appoint a Special Magistrate to hear and decide cases involving such violations. If an appeal is requested, violation cases shall be processed as follows:<sup>50</sup>
  - A. District Management shall provide the owner, resident, and/or guest with written notification of the alleged rules violation and penalty. The alleged violator would accept the penalty or request a hearing before the Special Magistrate. If a hearing is requested, a written notice of hearing shall be provided at least ten (10) days in advance of any hearing. After a hearing is requested suspension, cancellation or revocation may be stayed by the Community Manager until the Special Magistrate hearing.<sup>51</sup>
  - B. BBRD staff shall present evidence of the alleged rules violation to the Special Magistrate at a quasi-judicial hearing held to determine whether such violation occurred, and if so, the appropriate penalty to be imposed. The hearing shall not be governed by the formal rules of evidence; however, due process shall be provided to the owner, resident, and/or guest. The

owner, resident, and/or guest shall have the right to cross examine witnesses and to present relevant evidence which is responsive to the alleged rule violations.

- C. The Special Magistrate shall determine whether BBRD staff has established, by a preponderance of the evidence that a rules violation has occurred. If a rules violation is found to have occurred, the Special Magistrate shall impose a penalty of suspension, cancellation, or revocation of the violator's social membership, family membership, golf membership, or guest pass. The violator shall be notified in writing of the Special Magistrate's ruling within ten (10) days of the hearing. In levying any penalty imposed pursuant to this Section, the Special Magistrate is not obligated to impose the penalty imposed<sup>52</sup> by District Management.
  - D. The decision of the Special Magistrate shall constitute final quasi-judicial action of BBRD. Any aggrieved party may appeal the ruling of the Special Magistrate to a court of competent jurisdiction in Brevard County, Florida.
  - E. If a hearing is requested and the violator is found to have committed the violation as alleged, the violator shall be responsible for the District's cost in bringing the matter to hearing. <sup>53</sup>
- 18. Pets are not allowed in District Recreational facilities, except for service animals.
  - 19. Special rules applicable to individual buildings will be conspicuously posted and observed by members and guests.
  - 20. Beverage laws and license regulations forbid outside alcoholic beverages of any type from being brought into District facilities or consumed therein. Therefore, alcoholic beverages of any type consumed on the premises must be obtained from District facilities.
  - 21. The following behaviors may result in the suspension, cancellation or revocation of a person's social membership, family membership, golf membership and/or guest pass:
    - A. Violation of District Policies or Rules applicable to District Facilities.
    - B. Violation of any local, state, or federal law while using District Facilities.
    - C. Fighting and verbal assault.
    - D. Discourteous, threatening, or rude behavior to BBRD employees, residents or patrons of District Facilities.
    - E. Loud and raucous behavior which decreases the enjoyment of other patrons of District Facilities.
    - F. Unintentional or deliberate misuse of the BBRD Facility or property which results in, or has the potential to result in, damage to the Facility or property, or in any way compromises the safety of any Barefoot Bay Recreation District Facility patron or BBRD staff member.
    - G. Misrepresentation of facts which may result in the District's Policies or fee structure improperly administered or collected. <sup>54</sup>
  - 22. A guest fee shall be charged in accordance with the fee schedule to any non-resident for use of District facilities. This fee shall not be charged to any non-resident using District facilities under the following circumstances:<sup>55</sup>
    - A. When the facility is rented by a non-resident who has paid the appropriate fee.
    - B. Any exemptions to this rule shall only be authorized by the Board of Trustees no less than 30 days before the event.
    - C. This section does not apply to Food & Beverage events, except for Music Bingo.<sup>56</sup>
    - D. Vendors hired by clubs/organization are exempt from guest pass fee.
  - 23. Children under age 12, must be accompanied by an adult when using District facilities. Groups of children who are using the facilities with guest passes must have one responsible adult for every five children.<sup>57</sup>
  - 24. Commercial solicitation is prohibited while on District properties. The gathering of signatures for petitioning of elected officials is prohibited within buildings or upon District facilities. Bonafide nonprofit or 501(c) fundraising efforts shall be permitted.

25. Any organization or individual desiring to plant trees, shrubbery, flowers, or other vegetation on District property must have prior approval of District management. A landscaping and maintenance plan shall be submitted for review and approval prior to any planting activity. Any vegetation planted on District property shall become the property of the District. No removal of vegetation is permitted without District approval.
26. Decorations<sup>58</sup>
  - A. No items or decorations of any type, which may be viewed as offensive to any patrons, may be affixed, installed or added to any facility by individuals, residents, clubs, or organizations.
  - B. No items or decorations may be applied or attached to any public area facility without the expressed permission of management. This permission must be in writing and cover the type, style, material, custodial and maintenance requirements as well as the contact person in charge of the decorations.
  - C. The use of candles, confetti, birdseed, rice or other non-environmentally friendly products will not be used except as authorized by the Community Manager. Requests for said exceptions shall be made in writing, reviewed by the Property Services Manager and approved or denied by the Community Manager no less than 3 business days before an event.<sup>59</sup>
  - D. All items must be promptly removed from the area at the end of the event (party, meeting, show or other)
  - E. Failure to adhere to this policy could result in revocation of use of the facilities for the persons involved.
27. If any property has been determined to be in violation of the Amended and Restated Deed of Restrictions for Barefoot Bay by the BBRD Violations Committee, then all social, family, and golf memberships affiliated with property determined to be in violation shall be automatically suspended upon rendition of a Findings of Fact, Conclusions of Law, and Order by the BBRD Violation Committee. No party, whether they be owner, renter, or guest affiliated with the property in violation may use any District Facility until an Order of Compliance is issued by the Violation Committee. This provision shall operate to suspend all referenced memberships regardless of whether the owner owns multiple properties or other properties not determined to be in violation. Should an owner appeal a finding of the Violation Committee to the BBRD Board of Trustees (or circuit court), the automatic suspension of privileges shall be tolled during the pendency of such appeal.<sup>60</sup>
28. Where any vehicle located on any residential lot has been posted with three (3) administrative notices of violation of Article III, Section 3 (D) of the Amended and Restated Deed of Restrictions for Barefoot Bay related to prohibited parking on the lawn, grass, or landscaped area of said lot, within any thirty (30) day period, all social, family, and golf memberships affiliated with the lot shall be automatically suspended for thirty (30) days. For any subsequent posted violation of Article III, Section 3 (D) of the Amended and Restated Deed of Restrictions for Barefoot Bay occurring of the same lot, subsequent to the issuance of the initial thirty (30) day suspension, and within one (1) year from the date of the initial posted notice, all social, family, and golf memberships affiliated with the lot shall be automatically suspended for six (6) months. For any subsequent posted violations of Article III, Section 3 (D) of the Amended and Restated Deed of Restrictions for Barefoot Bay occurring on the same lot at any time subsequent to the issuance of any six (6) month suspension, all social, family, and golf memberships affiliated with the lot shall be automatically suspended for one (1) year for each subsequent posted violation. An owner may appeal any notice of suspension issued pursuant to the provisions of Paragraph 17 herein.<sup>61</sup>
29. Non-employees (including but not limited to trustees, advisory committee members, residents and/or guests) shall not enter an employee work area (i.e. behind a bar, kitchen, work shop,

private office, etc.) without being accompanied by the Community Manager, Department Manager or designee.<sup>62</sup>

30. The Board of Trustees hereby declares that all Recreation District Facilities, including, but not limited to, all District owned or managed buildings, pools, golf course areas, fields, courts, beach areas, piers, general recreation areas, and common areas of all kinds, are deemed to constitute "Parks" for enforcement of Sec. 74 - 101 through 74 - 105, Code of Ordinances of Brevard County, Florida and for enforcement of any applicable state statutes prohibiting sexual offenders and/or sexual predators from said locations."<sup>63</sup>

#### **Identification Badges and Attire<sup>64</sup>**

1. Identification badges are issued to identify members, their dependents, guests and renters. The issuance of badges will be controlled by District management. Badges are required for all.
2. Unless waived by District Policy or Management, members and guests are required to have in their possession and wear when requested by a District employee, an appropriate District identification badge when using District facilities. The identification badge must be produced upon request by Barefoot Bay staff. If not presented, resident/member/guest must leave the facilities.<sup>65</sup>
  - A. If a resident with an expired social membership badge (not to exceed 6 months expired badge) wishes to enter a facility when business offices are closed, the resident may purchase a daily guest pass to enter the facility when business offices are closed. Said residents must update their badges the next business day at which point they may apply for reimbursement of the guest pass paid.<sup>66</sup>
  - B. Pictures of badges on cell/mobile phones will be accepted under the following conditions:<sup>67</sup>
    - i. Screen must be large enough for all detail of the badge to be seen at one time.
    - ii. Image must be a color picture of the full badge with resident's face visible.
      - a) Black and white images will not be accepted.
      - b) Daily guest passes, weekly guest passes and short-term renter badges will not be accepted on a cell phone.
    - iii. The image must contain all of the information on one side of the badge. If the resident has a badge with the account number on the back side, they must either bring their physical badge, or get their badge updated in the Resident Relations Office so that all the information is visible on one side of the badge.
    - iv. The image of the badge must be clear. BBRD staff, including but not limited to pool hosts, must be able to read the account number, see the resident's picture, and (if the resident is purchasing a guest pass) the resident's name.
3. Shoes and shirts shall be required when using District facilities, except for the swimming pool areas.
4. Vulgar and/or offensive language and/or images on clothing (as deemed by staff) is prohibited within District facilities.<sup>68</sup>
5. Unidentified persons using District facilities should be reported to the District Management.
6. Property owner(s), guest(s) or rental tenant(s) shall not make, or have made duplicate keys to gain access to fishing pier, beach property or RV storage compounds, or allow unauthorized persons access to such keys. Keys shall be returned to the Community Center office when no longer needed. Violators will be subject to prosecution for trespassing and/or revocation of social membership privileges.
7. Any violators may be subject to prosecution for trespassing and/or revocation of membership privileges.

## 3.1 MEMBERSHIP

### Types of Membership

#### *Social memberships:*

1. Social membership entitles the member to the use of the District facilities. Social membership fees for property owners are a one-time fee except as further defined herein. Social membership fees for guests and renters/tenants are annual fees as defined herein. Golf privileges may be extended upon registration at the Pro shop and payment of current green fees.
2. Social membership is available to:
  - A. Property owners, resident spouses or domestic partners, and unmarried children as an incident of such ownership.
  - B. Non-property owners renting in the subdivision as tenants or guests as an incident of residence.
  - C. Other guests upon payment of appropriate fees.
3. Social Membership fees shall be due and payable upon application for social membership in accordance with adopted fee schedules.

#### *Family Social Membership:*

1. Privileges and fees under this type of membership are the same as social membership. Family Social membership shall include the adult property owner(s) and their children, when the children reside with the owner(s) and are:
  - A. Under 18 years of age and unmarried.
  - B. Full-time students at any institution of higher education and not over 23 years of age.
  - C. Incapable of total self-support due to physical or mental handicap regardless of age.
2. Other adults and children no longer qualified under paragraphs 1 a, b & c, of this section residing with the property owner(s) shall secure a social membership of the District in their own name and pay the appropriate membership fees.

#### *Golf Membership:*<sup>69</sup>

1. Golf membership entitles the member to the use of the golf course and attendant facilities in consideration of annual membership dues as provided in these rules. Application for membership by eligible persons is made to the Golf Operations Manager.
2. Golf membership is available to:<sup>70</sup>
  - A. Family membership shall be limited to two individuals, regardless of family size.
  - B. Unmarried children over 18 years of age and other adults residing in a property owner(s) home must obtain a membership in their own name.
  - C. Renters/Tenants with a lease agreement and residing in the subdivision may be granted a golf membership upon application to the Golf Operations Manager.
  - D. Associate Golf Membership is:
    - i. Open to persons outside of Barefoot Bay.
    - ii. Annual Single & Family Golf Memberships available.
    - iii. Associate Golf Memberships entitles the member the use of the golf course and 19<sup>th</sup> Hole.
    - iv. Annual Associate Golf Membership dues include a one-time Initiation Fee and appropriate User Fees.
    - v. Application for membership by eligible persons is made to the Golf Operations Manager.



**Priorities with respect to golf membership.**

Because the number of golf memberships is subject to a maximum limit as set forth in the golf course rules and regulation adopted by the District, priority in availability of memberships shall be in the order of the categories set forth in paragraphs 1 through 3, of these rules. No person(s) on a waiting list in any category shall be offered a golf membership so long as there is a person on the waiting list in the immediate prior category.

**Changes of Golfing Membership**

A member may terminate his or her golf membership, or Trail fees only for medical reasons, or death. Documentation from his or her doctor either limiting or prohibiting the member's ability to play shall be required. This request must be in writing to the Golf Operations Manager, and must be approved by the Community Manager prior to any return of any funds for unused fees. Both membership and trail fees will be returned on a pro-rata basis for the first six (6) months of the fiscal year. After March 31 of any fiscal year, there will be no return of any unused portion of fees.<sup>71</sup> Medical related membership refunds cannot be used in two consecutive years. A member status may be changed for medical need once during membership period. A member may not change the status of membership back and for (i.e. Family to Single back to Family) within one membership period.<sup>72</sup>

**Applications for Social and Family Social Membership:**

1. Property owner(s) in the District and members of a property owner's immediate family need not make formal application, since membership is required at the time of recording of the title to such property.
2. The non-property owner adult family member in residence must apply in person at the Community Center office or other designated District facilities for membership when no longer qualified under "Family Social Membership".
3. Renter/Tenants and guests who intend to use District facilities shall register and arrange for membership in the District.

**Fees and Dues**

**1. Social and Family Social Membership**

- A. A membership fee shall be paid for Social and Family Social membership.
- B. A property owner shall pay the fee only once for each home site of which they are owner of record. This fee is non-transferable between parties.
- C. Non-property owner, such as tenants or guests shall pay the fee upon becoming a member.
- D. The tenants or guests who concurrently pays the fee and enters into a home purchase contract may have his/hers unused monthly or initial annual<sup>73</sup> rental social membership amount applied toward the property owner membership fee due at the time of closing provided that closing occurs within 12 months of initial membership.

**2. Golf Membership**

- A. Fees for the golf membership are as specified in these rules and subject to change by the Board of Trustees.
- B. Golf membership fees are for one fiscal year (October 1 thru September 30).; Said fees shall be paid per rules established by the Golf Operations Manager and approved by the Community Manager. Processing fees may be assessed for installment payments.



- C. A member accepting a golf membership after October 1 shall pay a pro-rated share of the annual fee. Dues shall be on an annual basis only.
- D. Membership fees are categorized as “family” or “single” as follows:
  - i. Family - joint property owners owning a home as defined in definitions.
  - ii. Single - one property owner with non-playing spouse, unmarried children over 18 years, or other adults in residence.
  - iii. Family and single memberships are also available to eligible renter/tenants.
  - iv. Annual Associate Family and Single Memberships are available.

All other Associate Golf Membership policies apply.

### **Property Damage**

#### **1. *Personal Property***

The District shall not be responsible or liable for damage, destruction, loss, or theft of personal property belonging to a member. This rule applies also to member's family or guest.

#### **2. *District Property***

- A. Any District member, non-member, or guests responsible for intentional, accidental, or negligent damage or destruction of District property shall be charged for repair or replacement costs of the District property.
- B. Items removed from District property without permission will be charged to the responsible person.

## **3.2 RULES FOR SPECIFIC DISTRICT FACILITIES**

### **General**

- 1. The rules in this section pertain to the buildings, Recreation facilities and common grounds available for use by members and registered Clubs or Social Clubs. More specific rules for each separate facility are posted in the building or areas designated and must be observed.
- 2. Only registered Clubs or Social Clubs and members may use District facilities in accordance with the rules herein. Use of facilities will be governed by BBRD management.<sup>74</sup> Use of District facilities by non-members shall be required to pay appropriate rental fees according to adopted fee schedules.
- 3. Keys or combinations to locks shall be provided to all sheds, rooms, cabinets, offices and storage facilities used by clubs or groups and which are owned or placed on BBRD property. These shall be clearly marked and provided to the BBRD District Clerk.<sup>75</sup>
- 4. Any club, organization or individual desiring to construct or install any building, sun cover, bench or other type of structure on District property must have prior approval of District management. A complete plan including materials and design, along with maintenance, repair and insurance requirements must be included. All local, county, state and federal regulations pertaining to excavation and building must be met prior to construction or installation of any structure. Any structure constructed, placed or installed on District property becomes the property of the District. No removal of any such structure is permitted without District approval.<sup>76</sup>

### **Use of Buildings or Amenities**

- 1. Normal hours for use of buildings and all amenities are posted. When the amenities are closed no one shall use them. Exceptions may be granted by pre-arrangement with the Community Manager and/or his designees.<sup>77</sup>
- 2. Persons or official BBRD organizations desiring to use Barefoot Bay facilities shall make such reservations in advance with the appropriate District office in charge of calendar coordination in

writing. Persons or organizations may reserve Building A, Building D&E or other facilities for exclusive or non-exclusive use. Denial of requests for exclusive use of amenities shall be provided to the requestor within 3 business days in writing, citing reasons for denial. Persons or official BBRD organizations may appeal staff's denial of a request for exclusive use of an amenity to the Board of Trustees at the next regularly scheduled meeting. These facilities are for the principal use of residents, who have priority over any outside-sponsored activities.<sup>78</sup>

3. Changes to reservations shall be made in writing to appropriate District office in charge of calendar coordination.<sup>79</sup> When two parties or organizations are involved in a change, both parties to the change will sign the written request. Calendar dates unconditionally released will be reassigned on a first request basis. Calendar schedules of events will be published monthly and posted on the official website.
4. Individuals or organizations authorized for exclusive use of any facility <sup>80</sup>are responsible for the premises during their occupancy. Such sponsors will prevent damage or destruction and provide cleanup, including the kitchen and serving area, following the event.
5. Abuse of the facilities shall be reported to the District Management offices.
6. Persons or organizations responsible for damage or destruction to the building, furnishings or equipment shall be held pecuniary liable. Payment will be required for cleanup necessitated by the failure to leave the building, furnishings, or equipment in the same condition as when they were delivered for use of said person(s) or organization.
7. Use of portable items of equipment shall be arranged for in advance by contact with the District Management offices.
8. Desired setup plans shall be submitted to the District Management office at least two (2) weeks in advance of the scheduled usage date.
9. All setups must meet fire code requirements. No alterations to the setup are allowed by any person, club or organization.

#### **Game/Meeting Rooms**

1. Use of the facilities shall be scheduled in advance by arrangements with the District Management offices.
2. Rules for use of the pool tables are posted in the entryway. These rules shall be observed by persons using tables.
3. The pool room may be entered on request made to District management officials, or pool host on duty. No person under the age 18 shall be allowed in pool room unless supervised by parent, grandparent, legal guardian or responsible property owner.
4. Vandalism to the premises or inappropriate conduct by individuals should be immediately reported to the District Management offices or pool host.
5. Normal hours for use are maintained by the Calendar Coordinator in Resident Relations.<sup>81</sup> Exceptions may be granted by pre-arrangement with District Management offices.

### Swimming Pools

1. The District's "Rules for Swimming Pool Use", as posted at each pool, must be adhered to by members and guests in the pools, pool-side areas, and dressing/rest room facilities. The posted pool rule signs will be updated to reflect the amended policies as soon as possible.
2. Only approved items are allowed in the pools. A current management approved list of items allowed in the pool is available at each pool.<sup>82</sup>
3. Residents, guests and visitors must follow instructions of the Pool Host. Failure to do so may result in a suspension of their social membership privileges.<sup>83</sup>
4. District management reserves the right to refuse use of the swimming pool to any person or group for a violation of any of these rules.
5. Proper ID, as required by the District, must be presented in order to gain access to the pool areas.
6. The Pool Host has the authority to check bags or coolers for prohibited items before access is granted into the pool area.<sup>84</sup>
7. There is no life guard on duty at any of the District's pools; swim at your own risk.
8. Normal hours for use are as posted.
9. Children under 12 years of age must be accompanied by a parent, guardian or family member over 18 years old<sup>85</sup> while in the swimming pool area.
10. Children under 6 years of age are not permitted in the pool without immediate and constant supervision of parent, guardian or family member over 18 years old.
11. Guests that have physical issues that decrease their personal safety (i.e. elderly, physically or mentally disabled, etc.) in the pool, are not permitted in the pool without immediate and constant supervision of a guardian or care taker.<sup>86</sup>
12. It is a violation of Florida law to bring into pool areas or otherwise use glass bottles, containers, or other glass products.
13. The State of Florida law prohibits bringing in and consuming alcoholic beverages on premises unless purchased from the District.<sup>87</sup>
14. Containers carrying alcohol<sup>88</sup> may not be brought into the pool area.<sup>89</sup>
15. No food or drink is permitted in or near the swimming pool or within 4 feet of the swimming pool.
16. Members and guests are required to use the rest rooms located in the dressing room in pool area.
17. Lifesaving equipment shall be used only for the purpose intended.
18. Infants, and those individuals with incontinence issues, shall wear 'swim diapers' or other appropriate apparel which prevents the release of bodily waste while using swimming pools.<sup>90</sup>
19. No swimmer with open sores that are likely to degrade water quality, infection, or contagious disease may use District swimming pools.<sup>91</sup>
20. Members and guests are required to shower before entering the swimming pool. Showers are for pool users only.
21. Diving, running, jumping, rough play, or profanity are not allowed in or around the pool.
22. No animals are allowed in the pool area, with the exception of service animals.
23. Appropriate cover-up and shoes must be worn when entering any of the facilities.
24. Members and guests should exercise respectful and proper conduct around the pools and report all improper behavior to the District Management offices or pool host.
25. Swimsuits or authorized swim wear are the only authorized apparel for use in the pools. Colorfast shirts are permitted if in good condition. Anyone entering a pool with clothing that bleeds and requires the pool to be closed will be billed the cost to treat the pool.<sup>92</sup>
26. In the event of lightning or other threatening weather, residents must leave the pool area (Pool 2 & 3 – gated area; Pool 1 – lower deck) when instructed by the Pool Host and remain out of pool area until instructed by the Pool Host that it is safe to re-enter the pool area. .<sup>9394</sup>

### **Shuffle Board-Bocce- Lawn bowling – Horseshoes and Basketball**

1. Normal hours for play are as posted.
2. Equipment is available for issue from the pool host. Badges will be left with pool host for security of equipment.
3. Misuse of the courts or equipment should be reported to the District Management offices or pool host.

### **Lounge**

Days and hours for the lounge will be open and rules to be observed will be posted in bar/lounge area.

### **Tennis/Pickle Ball Courts<sup>9596</sup>**

1. The courts are available to all residents wishing to use this recreational facility.
2. The courts are reserved through the Calendar Coordinator.
3. Gates to the courts are open from dawn to dusk. Operating hours are dawn to 10:00 PM.
  - A. Access after dusk is available by obtaining a key to the gate and to the lights from the Pool Host at Pool 1.
  - B. District social membership card, guest pass or visitor's pass is necessary to obtain these keys.
4. Additional rules for the use of the facility may be posted by BBRD at the courts.

### **Softball Field Rules and Regulations**

1. Softball Field is reserved through the Calendar Coordinator.
2. Visiting teams are permitted as guests of any properly constituted Barefoot Bay League. The Sponsors of the visiting teams shall be responsible for the actions of their guests.
3. Casual use of the field is permitted outside of any pre-reserved time.
4. Vandalism to the premises or inappropriate conduct by individuals should be immediately reported to the District Management offices. Persons or organizations responsible for damage or destruction shall be held pecuniarily liable.
5. Any disputes concerning use of the facilities, may be appealed to the Community Manager, and his/her judgment shall be final.

### **Golf**

1. The Golf Operation Manager or his/her designee is in charge of the golf course, Pro Shop and the facilities at the course. Failure to adhere to course rules or direction of staff may result in a suspension of the player's social membership or revocation of playing privileges.<sup>97</sup>
2. All players shall register in the Pro shop before play.
3. Play may be limited by Golf Operation Manager or his/her designee for specific reasons, i.e. tournaments, maintenance, weather, etc.
4. Property owners, members having golf membership and their guests shall have priority for available tee time.
5. Green fees are on a daily basis. Rain check policies are posted in the Pro shop.
6. Each player must have a set of clubs and putter including a golf bag.
7. All play must begin at either the 1st. or 10th tee as scheduled by the Pro Shop.
8. Power golf carts are not to be used for more than two (2) riders and two (2) golf bags.
9. Children under 16 years of age are not permitted to operate power golf carts.
10. Players must be properly attired. Shirts and shoes are mandatory.
11. Wading in lakes is prohibited.

12. Players shall play in foursomes, particularly on Saturday, Sunday and holidays. "Five some" must have permission from Golf Operations manager or his/her designated employee in his/her absence.
13. Power golf carts shall not be driven on high slopes of greens, sand traps or tees.
14. ADA validated individuals may park in designated areas (identified by blue stakes). These areas may be moved or closed due to inclement weather or any unsafe condition as defined by the Golf Operations Manager or his/her designee and/or the Golf Course Superintendent.<sup>98</sup>
15. Faster players must be permitted to "play through."
16. Hawking for golf balls in lakes and canals is strictly forbidden.
17. All play will be on a reserved tee time basis.
18. No fishing permitted in lakes on the golf course.
19. The club will not allow private golf carts or replacements when the total number of private carts equals 170. The Board shall be responsible for establishing user fees for private carts and such fees are subject to change at any time at the discretion of the Board.
20. The Board reserves the right to terminate the use of private golf carts at any time.

#### **Beach**<sup>99</sup>

1. The park and beach are for the use of residents and their guests. Guests must have an appropriate guest pass, secured in advance and displayed on their vehicle.
2. The gate should be locked except when entering and exiting the park.
3. While the park is open 24 hours per day, quiet is maintained from 10:00 PM to 6:00 AM.
4. Fires are permitted in the grills only.
5. Brevard County Ordinance does not permit dogs on the beach.
6. Any pets on any Barefoot Bay property must be on leashes and owners must clean up after pets.
7. Campers assume all risks for camping at the park.
8. The following rules apply to overnight camping:
  - A. Maximum camping stays are three days.
  - B. Camp sites will be assigned at Resident Relations
  - C. A permit must be obtained at Resident Relations office which must be displayed on vehicles.<sup>100</sup>
  - D. Guests must be accompanied by the resident who obtains the guest pass.
  - E. Persons under the age of 18 must be accompanied by an adult when camping.
  - F. RV and motorhome camping is strictly prohibited.
9. Fireworks, loud noise, and outside music are not permitted.
10. A key is required to gain access to these facilities and is available from Resident Relations.
11. Members and guests using these facilities are required to observe posted rules.
12. The cutting of bait shall be at authorized stations only. The cleaning of fish is prohibited in District facilities.

#### **Fishing Pier**

1. Use of these facilities is limited to members and guests.
2. A key is required to gain access to these facilities and is available from Resident Relations.
3. Members and guests using these facilities are required to observe posted rules.
4. The cutting of bait shall be at authorized stations only. The cleaning of fish is prohibited in District facilities.

#### **Canoe/Kayak Storage at Fishing Pier**

1. Canoe and Kayak owners utilizing the Canoe/Kayak storage must enter into a storage lease agreement.

2. Lessee's shall be solely responsible for all loss or damage to Lessee's stored property.
3. Due to limited availability, Barefoot Bay Property Owners with authorized social membership privileges may rent one canoe/kayak storage unit.
4. Assignment or subletting of spaces is prohibited.
5. Only one (1) unit per space will be allowed.
6. Nonpayment of lease payments will result in abandonment of space, and removal of stored items.
7. All lease payments are due on the first day of the current quarter and may be made up to twelve (12) months in advance.
8. All canoes and kayaks must display a Barefoot Bay provided identification sticker.

### **RV Lots**

1. Use of the RV Storage Lots is primarily for Barefoot Bay Residents. Non-residents may lease the facility during the months of May through September. RV owners utilizing the RV Storage lots must enter into a storage lease agreement.<sup>101</sup>
2. Storage lease agreements shall be on a month-to-month basis.
3. No stand-alone structures or loose articles will be allowed in any space.
4. Owners shall be solely responsible for all loss or damage to owners stored property.
5. Owner shall keep all stored property properly licensed, registered, road-worthy, and/or operational for the property's intended use at all times.
6. Assignment or subletting of spaces is prohibited.
7. Owners must assure that all vehicles are chocked.
8. Only one (1) unit or trailer per space will be allowed.
9. No gate access card<sup>102</sup> shall be passed on to anyone else.
10. All gate access cards must be returned upon relinquishment of leased space.
11. Upon termination of the Lease, owner shall surrender the leased space to the District in the same condition as it was originally leased to the owner.
12. All lease payments are due on the first day of the current month and may be made up to twelve (12) months in advance. Payment of lease payments in advance shall not prevent Lessor from terminating the lease as provided herein. In the event of such default or upon termination by Lessor, Lessee shall only be entitled to the return of any advance payments made by Lessee, prorated accordingly.
13. Nonpayment of lease payments will result in disabling of access cards. A reactivation fee shall be charged as per the BBRD fee schedule.<sup>103</sup>
14. Owner must give written notice of intent to terminate no later than 5 business <sup>104</sup>days prior to the end of any month; otherwise owner shall be responsible for payment of full rent for the following month.<sup>105</sup>
15. Failure to comply with the above rules and regulations will result in termination of this Lease Agreement. Any non-compliant Lessee will be held responsible for costs incurred for removal of stored property from storage facility. Costs of removal will be determined by staff. The monthly fee will continue to accrue until the issue of non-compliance is settled.
16. A replacement fee will be charged if the access card is not returned upon termination of lease or if the card is lost.<sup>106</sup>

### **Temporary Parking<sup>107</sup>**

No Boat/Trailer or Truck/RV parking will be allowed in the Building "A" parking lot. Overnight parking of automobiles will be allowed in the Building "A" parking lot provided a permit is obtained from Resident Relations and appropriate fees will apply.



**No Parking at Specific Common Areas**

Vehicles shall be subject to towing at owners' expense if parked within 25 feet of District installed "No Parking" signs.

### 3.3 FEE SCHEDULE

#### **Residents** <sup>108</sup>

All residents and renters/tenants are required to register to use district facilities. The one-time fee for a social membership for all residents intending to occupy the residents unit shall be as follows:

Property owner (one-time fee) \$750.00 + tax for 2 people.

Property owner + one adult living with the owner will be considered 2nd on membership and is included in fee for property owner. The following ownership transfers shall not require the payment of an additional Property Owner Social Membership Fee (additional resident fees still apply):

1. Owner placing lot in trust ownership where beneficiaries are immediate family members, including subsequent deed transfers to or between named beneficiaries.
2. Addition or removal of immediate family members to/from deed with owner.
3. Transfers to immediate family members by way of probate or estate administration proceedings.
4. Life estate deeds where remaining interest has passed to immediate family members.
5. Transfer to immediate family members where genuine sale has not occurred.

For purposes of this section, immediate family members shall be defined as, spouses, fathers, mothers, children, grandfathers, grandmothers, grandchildren, and siblings. For purposes of this section, genuine sale shall be defined as one where the owner retains no interest and substantial consideration (i.e. fair market value of the property) has been paid for conveyance of deed.

Additional resident/property owner (over 2) must pay the resident fee.<sup>109</sup> \$125.00 + tax

Note: In the event more than 2 people are listed on a deed, additional (over 2) property owners must pay resident fee - \$125.00 + tax.<sup>110</sup>

#### **Administrative Fee**

Any changes to 2<sup>nd</sup> on membership will require a change fee.<sup>111</sup> \$25.00 + tax

Dependents \$25.00 + tax

All dependents are required to register to use District facilities.

#### **Fees Applicable to Renters/Tenants**

Seasonal Renter \$25.00 per person per month & tax

Long term renter\*\*

Per Adult <sup>112</sup> \$100.00 + tax

Per Dependent<sup>113</sup> \$25.00 + tax

Annual Renewal

Per Adult <sup>114</sup>	\$50.00 + tax
Per Dependent	\$10.00 + tax <sup>115</sup>

A dated copy of the current lease agreement showing address of home and duration of the lease shall be provided on an annual basis or on renewal of rental badges.<sup>116</sup> Renters/tenants with a lease for less than 30 days shall not be issued a renter's badge and must obtain a guest pass.<sup>117</sup>

## Badges

1. All registered property owners, residents, renters and dependents (except for children under 12) shall require a picture badge. The initial cost of the picture badge is included in the member fee. All property owners, residents, renters and dependents have to renew picture badges on an annual basis to use District facilities.

All replacement picture badges	\$10.00 <sup>118</sup>
--------------------------------	------------------------

2. Residents and guests must display their badges and/or guest passes upon request<sup>119</sup> at any District meeting or workshop in the Lounge, 19<sup>th</sup> Hole or Pool #1 Pavillion.

**Guest Passes/** (All active military and children under 5 exempt)

1. Valid badge holders (not expired) must be present when purchasing guest pass(es) otherwise the following costs will be doubled.<sup>120</sup>
2. One Day Guest Pass
  - A. Regular (purchased at Resident Relations or any of the pools) \$3.00 per person<sup>121</sup>
  - B. Street dance or other special events (purchased at Pool#1) \$5.00 per person
3. Two to Seven Day (week) Guest Pass<sup>122</sup>
  - A. Purchased at Pools \$7.00 per person
  - B. Purchased at Resident Relations Office \$5.00 per person

The cost of a one-day guest pass (except when purchased at a special event at Pool #1) will be credited from the cost of a week guest pass when purchased on the first business day following the weekend purchase at a pool.<sup>123</sup>
3. Grandchild Pass (with picture)
  - A. Quarterly \$10.00 per child
  - B. Annually \$25.00 per child
4. Non-Residents (Visitor) Pass \$15.00 per person per day
5. Temporary Lounge/Business Pass<sup>124</sup> \$0.00 (No Charge)<sup>125</sup>

**Property Owners, Residents, Renter**

- |  |   |
|--|---|
| 1. R.V. storage area                               | Per current lease agreement <sup>126</sup>    |
| 2. Reactivation of Access Cards                    | \$10.00                                       |
| 3. Initial keys for beach and pier                 | \$5.00 <sup>127</sup>                         |
| 4. Replacement keys, beach and pier <sup>128</sup> | \$10.00 <sup>129</sup> per key <sup>130</sup> |
| 5. RV Storage late fee <sup>131</sup>              | Per current lease agreement.                  |
| 6. Resident for Profit Use of Building             | Non-Resident fees apply                       |

### Non-Resident

1. Rental of Buildings:<sup>132</sup> Building "A" \$100.00 per hour (2-hour min.)  
\$100.00 fee for use of kitchen (non-refundable)



Plus \$100.00 refundable deposit

Building "D or E" \$80.00 per hour (2-hour min.)

\$50.00 for use of kitchen (non-refundable)

Plus \$80.00 refundable deposits

**Note:** Fees are double if both sides are used.

Building "C" \$50.00 per hour (2-hour minimum)

Pool #1 Pavilion \$100 per hour (2-hour minimum)

**Note:** All deposits must be paid at the time of reservation. If renter does not cancel their reservation within 7 days of reservation, they will forfeit their rental fee.

"Not for profit" and governmental entities that perform free services to support District residents in health and well-being may be provided the use of buildings at no charge. The waiver of rental fee must be approved by the Community Manager or his/her designee.

Any "for profit" function held at any District facility must be approved by the Community Manager or his/her designee.

2. Parking fee for allowed vehicles  
(other than automobiles) at Falcon Dr. Lot      \$10.00 per day

Automobiles overnight in Building "A" lot:

Residents

Up to 3 nights per month free (more nights must be approved by the Community Manager or his/her designee)

4 - 7 nights \$10.00

8 or more nights \$25.00/week<sup>133</sup>

Guests

1-2 nights      \$ 5.00

3-7 nights      \$10.00

8 or more nights      \$25.00/week

3. Beach and Pier      \$15.00 1 Day pass  
\$25.00 refundable key deposit

### 3.4 Guidelines for Registering as a Club or Organization and Use of District Facilities

#### Registration of Clubs/Organizations/Private Parties

1. Any request to form a registered Club or Organization that intends to use District facilities must be approved by the Community Manager.<sup>134</sup>

2. An Application form and Building Registration form must be filed as part of the application which shall include the following information:
  - A. Name of Club or Organization
  - B. Names, addresses, phone numbers of at least four responsible year round District residents or elected officers or alternates. All officers of the club or organization must be District residents.
  - C. Times, dates, and their choice of established layouts of tables and chairs needed for the club/organization.
    - Any club or organization having fewer than 3 meetings and/or events per year shall be de-certified. <sup>135</sup>
  - D. Definition and purpose of the club or organization.
  - E. Other pertinent information as may be required.
3. Changes to Club Officers or designated responsible parties must be reported to BBRD management staff when changes occur to keep registration forms current.
4. Clubs or Organizations must renew their applications for use of District facilities on an annual basis. This must be done no later than the December 31st of each year. Names and address of officers (who must be District residents) shall be provided. Failure to maintain residents as officers will result in the club or organization being de-certified as a registered club or organization. This is necessary to reaffirm scheduling for each season/year. Applicants also need to report if they desire to have their names published in the HOA annual phone directory.
5. The designated parties will be the only recognized officials to make new arrangements and changes to the schedule or set up plans.
6. The time that has been scheduled for club meetings must be followed. Members are not allowed to come in early. Other functions or cleaning may be in progress prior to the clubs scheduled time.

#### **Use of District Facilities**

1. Any Club or Organization that uses District facilities must be comprised of a majority of Barefoot Bay residents unless permitted by policies adopted by the Board of Trustees. Only registered Clubs or Organizations may use District facilities on a non-fee basis. <sup>136</sup>
2. Residents of the Barefoot Bay Recreation District may utilize District facilities but registered Clubs or Organizations shall have priority in scheduling.
3. Social events held by residents requesting use of District facilities shall be classified as "District Resident-Private Parties." Rental fees shall not apply; however, non-residents who attend these functions must register as guests and pay fees in accordance with the District's fee schedule.
4. Residents using District facilities for a "for profit" event are required to pay fees in accordance with the District's fee schedule.
5. Non-registered clubs and organizations or non-residents may use District facilities upon payment of appropriate fees in accordance with the District's fee schedule. Priority shall be in terms of scheduling:
  - A. BBRD official meetings, workshops and/or events
  - B. BFBHOA
  - C. District Resident-Private Parties
  - D. Registered Clubs, Organizations
  - E. Non-residents.

#### **Non-Discrimination Policy**

The Barefoot Bay Recreation District does not discriminate against anyone in a protected class including, but not limited to race, creed, color, national origin, religion, gender, or sexual orientation. When in use of Barefoot Bay Recreation District facilities, anyone in a protected class including

employees, residents and guests will not be discriminated against regardless of race, creed, color, national origin, religion, gender or sexual orientation.<sup>137</sup>

### **Use of Alcoholic Beverages**

1. Bringing alcoholic beverages to District facilities is prohibited. Where permitted, all alcoholic beverage purchases must be provided by the Barefoot Bay Recreation District.
2. In accordance with Florida Law, Home owners, residents, or guests may NOT place alcoholic beverages that are not purchased through the golf course or 19<sup>th</sup>-hole on their property adjacent to the golf course for any amenity user to consume.<sup>138</sup>
3. For all functions desiring the use of bar service for the purpose of purchasing alcoholic beverages, the minimum service charge shall be \$100.00.<sup>139</sup> For non-club functions, this fee is payable in advance at the Resident Relations Office.<sup>140</sup> If the Bar takes in less than \$100.00, the function host will reimburse the bar total.<sup>141</sup> Clubs who register a bar must also meet the \$100.00 minimum, but are not required to pay in advance.<sup>142</sup> Clubs who do not meet the \$100.00 minimum must make up the difference.<sup>143</sup>
4. Clubs or organizations must fill out a Bar Form (if a bar is desired) to request a Bar for the function. A good estimate on the number of people that will attend is required. This helps the bartender to stock the bar properly.
5. A request for bar service must be made at least two weeks in advance. If not submitted two weeks prior to the event,<sup>144</sup> BBRD cannot guarantee that personnel will be available to cover the bar.

### **Scheduling and Set-Up**

1. It will be necessary to have dates of annual events scheduled prior to November 25<sup>th</sup> each year for the following year. There will be no confirmation of these dates until they have been reviewed and approved.
2. Reservations will be booked for eleven months only: If an entity desires the use of club facilities during December, this must be requested on a separate form. Regular scheduling of facilities shall be beginning in January.
3. Pick more than one date and check with the Calendar Coordinator's Office to determine the availability of time and building.
4. At the time of reservation, you will need to know the number of people that will be attending, and if you would like round or square tables. Options for table layout are limited to established table layouts.
5. Buildings will no longer be held for the Clubs or Organizations unless they come into the office and sign the necessary paperwork.
6. In order to cancel a meeting, an authorized representative must come in person to the Calendar Coordinator's office to cancel. They will be asked to sign a cancellation form.
7. The Barefoot Bay Recreation District reserves the right to assign, re-assign or re-schedule any function. The Community Manager shall be responsible for all final decisions regarding conflicts in scheduling.
8. Smaller clubs/organizations/events may be reassigned to a smaller facility to reduce utility and maintenance costs.
9. All functions requiring set-up must be submitted at least 2 weeks in advance. Failure to provide adequate notice by this deadline shall result in payment of set-up fees of \$25.00 & tax. Once set up plans are submitted and approved, any changes to the set up plans as submitted may be required to pay additional fees.
10. Persons requesting the use of Building A or D & E and requiring multiple large electrical usage appliances must follow the plan outlined by Property Services to safely utilize existing power supplies. Failure to follow the set plan will result in loss of usage of the facility for that event. It

is the responsibility of the Barefoot Bay Recreation District to strictly adhere to all Fire and Safety regulations for events in and around the Recreation District facilities.

11. Persons requesting the use of Building A or D& E which will result in large groups of mobile guests are required to follow the plan outlined by Property Services to safely utilize doorways and exits. Failure to follow the set plan will result in loss of usage of the facility for that event. It is the responsibility of the Barefoot Bay Recreation District to strictly adhere to all Fire and Safety regulations for events in and around the Recreation District facilities.
12. Requests for an outdoor bar by the Pavilion (back of Building A) shall pay a \$50.00 non-refundable bar setup and tear down fee at time of finalizing the reservation with the Calendar Coordinator.<sup>145</sup>

#### **Use of District Facilities Where Fees Are Charged**

All private functions requiring a fee or individual admissions charge may be subject to additional payment fees to the District, unless waived by the Board of Trustees in consideration that the fees accrued go to benefit the registered club's stated purpose that being of a "non-profit" nature. Non-resident fees will apply.

#### **Use of Facilities for Gambling and Games of Chance**

Gambling/games of chance of any kind shall not be permitted unless authorized by state statute and as may be authorized by the Board of Trustees.

#### **Use of Kitchen Facilities/Bringing in Incidental Food**

1. Any function that requires the use of kitchen facilities including the use of grills stoves, refrigerators, sinks shall pay a usage fee and clean-up deposit as may be determined by the Board of Trustees.
2. Clean up deposits and usage fees may be waived if food and beverages brought into the District facilities are of an incidental nature. However, a clean-up fee may be charged to any entity using District facilities if areas have to be cleaned by custodial staff.
3. Refrigerators and Freezers must be reserved with the Calendar Coordinator at least two weeks prior to their use.
4. If a private caterer requires the use of the stove, refrigerator and/or freezer, the Barefoot Bay club, organization representative, or Barefoot Bay resident must reserve them with the Calendar Coordinator at least two weeks in advance. There will be no catering charge for the Barefoot Bay club, organization, or resident unless the equipment is damaged. Damage to equipment will be assessed at the repair or replacement cost of the equipment to the Barefoot Bay club, organization, or resident.<sup>146</sup>
5. Any function that leaves the facilities in an unclean manner shall be charged a \$100.00<sup>147</sup> clean-up fee. If the fee is not paid, the entity will lose their privileges until the matter is settled.
6. Due to insurance requirements, the slicer, deep fryer<sup>148</sup> and use of grill in Building A are not available for use by non-staff persons. District personnel will provide said services when requested. A fee of \$15.00 per hour will be charged for this service for the slicer or deep fryer. A \$50.00 fee for grill service for two hours, additional hours \$15.00 per hour.<sup>149</sup>
7. The gas grill is available for use at Pool 1 by residents and their guests on a first come, first served basis.<sup>150</sup>
8. Residents must wipe the grill and cooking area clean when cooking is complete.
9. Residents assume all responsibility for food safety.
10. Due to the potential risks, residents using grills are required to sign a waiver and assume all responsibility for the cooking and safety of the prepared food.
11. Residents must provide their own cooking tools.

12. All commercial entity hosted for-profit, revenue-based, food service special events, excluding outside commercial entity catering and/or simple food delivery for resident or club-hosted meetings or special events, are prohibited from being held in any District owned facilities.<sup>151</sup>
13. Any private commercial caterer and/or event planner providing food-related services for any resident or club-hosted meeting or special event, excluding simple food service delivery, shall be required to execute an indemnification and hold harmless agreement in favor of the District related to any food-related services provided.

### **3.5 Guidelines for Gift and or Memorials for the Barefoot Bay Recreation District<sup>152</sup>**

All gifts and /or memorials plans must be submitted for review by the Community Manager for compliance with the guidelines below. Those meeting the criteria below may be recommended for acceptance to the Board of Trustees at a regularly scheduled meeting. Acceptance of any memorial or gift meeting the criteria shall be at the discretion of the Board of Trustees. The Board of Trustees reserves the right to decline the acceptance of gifts or memorials due to inappropriateness, restrictions placed upon the gift or memorial and any potential financial or legal liability and for any other reason.

1. No gifts or memorials may be considered until the person has been deceased for more than 90 days.
2. Residents desiring to donate gifts and/or memorials shall work with staff to determine the costs of the memorial or item. The cost of the item will be presented to the donor. BBRD will purchase the item after the resident has paid for the item(s) and assume legal liability for the item.
3. No restrictions can be placed on the use or ownership of the gift or memorial. The BBRD is the sole owner of all gifts and will determine the use of the gift or memorial.
4. The gift or memorial must be deemed appropriate by the Community Manager and the Board of Trustees.
5. The Community Manager must determine all short and long-term costs of all gifts and memorials. These costs shall include the maintenance, repair, upkeep, insurance and/or any other hazards or liability. The placement of any memorial or gift shall not interfere with the maintenance of District facilities.
6. The acceptance, placement, use and removal of gifts and memorials are at the sole discretion of the District.
7. Plaques for all memorials shall not be considered permanent and will be removed at the sole discretion of the District when they deteriorate.

## Part 4. Public Records Request Policy

### 4.0 PURPOSE.<sup>153</sup>

Barefoot Bay Recreation District ("BBRD") is committed to the tenets set forth in Chapter 119, Florida Statutes, governing access to public records, also known as Florida's Public Records Act.

The purpose of this Policy is to provide guidelines and procedures for BBRD staff to assure compliance and uniformity with regard to handling of requests for inspection and copies of public records not exempted by state law.

To the extent that any term is not specifically defined herein, the definitions pursuant to Sec. 119.011, F.S. shall apply to any request for public records submitted to BBRD.

### 4.1 PUBLIC RECORDS REQUEST PROCEDURE.

#### *A. Intake of Request.*

1. Parties requesting to inspect and/or receive copies of public records maintained by BBRD ("Requesting Parties") shall be directed to submit their requests to the BBRD Clerk who shall serve as the BBRD Records Custodian.
2. Upon receipt of a public records request, the BBRD Clerk shall coordinate the response.
3. Each request shall be reviewed carefully by the BBRD Clerk to determine the estimated length of time required to gather the records. All requests shall be satisfied as expeditiously as possible considering the nature and volume of the request.
4. Public records will be made available within a "reasonable period of time" and "under reasonable conditions." Although there is no statutory definition of this time period, a "reasonable period of time" and "reasonable conditions" shall take into account the number of documents sought; the number of locations where the documents are stored; whether the records are maintained electronically or as hard copies; whether the documents must be examined for confidential information or redacted; and whether substantial research will be required to identify, obtain and copy the records requested.
5. The BBRD Clerk must review the documents to determine if exempt/confidential information or material is included in the documents requested. Exempt/confidential information as provided pursuant to the Florida Constitution or Chapter 119, F.S., must be redacted prior to review by, or distribution to, the requesting party.
6. Unless otherwise provided by law, BBRD is not required to create new records in response to a request for information, nor is BBRD required to reformat its records in a particular electronic format, if requested by the requesting party. BBRD will provide a copy of the record in the medium requested, if BBRD maintains the record in that medium. BBRD may also elect to provide a copy of a public record in the requested medium, if not routinely used in BBRD, and charge a reasonable fee in accordance with section 119.07(4), Florida Statutes and as provided herein.

#### *B. Notification and Response.*

1. When a response to a records request has been completed, the requesting party shall be notified of the availability of the copied records, if any, and the location where the documents will be made available. Notification shall be made by telephone and/or email, if the email address of the requesting party is known. Any email notification sent by the BBRD Clerk shall be stored in an electronic file pertaining to the public records request. If a telephone notification is the only notification provided, the BBRD Clerk shall make an email record of the date and time of the telephonic notification and store the email in an electronic file set up for the public records request.



2. The BBRD Clerk shall collect the required fee as outlined in Paragraph 4.3 of this policy prior to providing requested copies of public records to a requesting party. Upon payment and delivery of such records, the BBRD clerk shall deliver a written receipt for the amount paid. The receipt shall provide a short description of the documents being provided and shall specify the number of hard copy pages, DVD's, CD's, VHS, or audio tapes delivered to the requesting person.
3. In instances where electronic records are requested/provided, a copy of the email with the responsive documents shall be maintained by the BBRD Clerk as evidence of compliance with the request. Any BBRD employee sending a responsive email with documents attached shall copy the BBRD Clerk with the responsive email.
4. The BBRD Clerk or is required to maintain an agency copy of a response to a public records request for a period of one year after the response has been received by the requesting party. General Records Schedule GS I-SL, Item 23, requires a minimum of one year retention for public information requests and responses. In this way, BBRD will have proof of compliance and the ability to re-inspect the response, if questioned.

#### ***C. Public Record Inspections.***

1. Inspections of Public Records may take place at any time throughout the workday, generally Monday through Friday, 8:00 am to 4:30 pm, except holidays.
2. BBRD must have an employee present to monitor all scheduled records inspections.
3. The BBRD Clerk is responsible for providing safeguards to protect original public records during any scheduled inspection.

#### **4.2 REQUESTS FOR VOLUMINOUS RECORDS REQUIRING EXTENSIVE STAFF TIME/EXTENSIVE INFORMATION TECHNOLOGY RESOURCES.**

For the purposes of this policy, a "voluminous" request, which requires "extensive" use of clerical or supervisory assistance/information technology resources by BBRD staff for response, is deemed to exist if BBRD staff will be required to expend more than thirty (30) minutes researching, reviewing, gathering, redacting, or copying the requested records.

1. If the nature or volume of public records requested to be inspected or copied pursuant to this policy is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by BBRD staff, BBRD may charge the actual cost incurred for duplication as provided in Paragraph 4.3 of this policy, as well as a special reasonable service charge based on the cost incurred for extensive use of information technology resources or the labor cost attributable to the clerical and supervisory assistance required to provide the response to the request.
2. In the case of requests for voluminous as described above, the BBRD Clerk should provide the requesting party with a written response providing the following information after coordinating a projected response time and cost with the applicable BBRD staff members who will assist in the preparing the response:
  - A. an estimate of the staff time required to respond to the request;
  - B. the projected cost that will be charged to comply with the request;
  - C. a request for a deposit in the amount of 50% of the projected cost, before BBRD staff will begin preparing the response;
  - D. an offer to allow the requesting party the alternative of inspecting any nonexempt or non-confidential records requested and identifying which specific records, if any, the requesting party would like to have copied.
3. A deposit in the amount of 50% of the estimated charge shall be required before undertaking a response to a request for voluminous public records. All charges shall be invoiced and collected

by the BBRD Clerk based upon the number of copies made and the amount of time spent complying with the request in excess of thirty (30) minutes.

4. Charges for extensive staff time will be assessed at the hourly rate of the lowest paid staff person who is qualified to respond to or supervise (where required) a response to the request for public records.
5. Charges for extensive use of information technology resources shall be billed at the actual cost incurred by BBRD for the extensive use of such information technology resources in filling the request for public records.
6. In the event of non-retrieval of records copied as a result of a public records request, any advance deposit may be retained and the requesting party may also be billed for any difference between the deposit and actual costs incurred by BBRD to produce the records. BBRD may require any requesting party who fails to retrieve or pay the charges associated with a request for voluminous public records, as provided herein, to pay the full costs associated with filling any subsequent public records requests in advance of providing any response to such subsequent request.

#### **4.3 COPIES AND FEES.**

Those seeking copies of public records will be charged only the actual costs of making copies. However, if the nature or volume of the request requires extensive use of information technology resources or clerical assistance by BBRD staff, BBRD may charge, in addition to actual cost of duplication, an additional special service charge in accordance with Section 119.07(4)(d), Florida Statutes, and Paragraph 4.2 above.

A receipt for the amount of payment must be provided to the person paying for the records.

Homeowners and residents may obtain one free copy of the following documents per calendar year:<sup>154</sup>

- Charter
- Deed of Restrictions
- ARCC Guidelines
- Policy Manual
- Employee Handbook
- Homeowners' Copy of Proposed Budget
- Homeowners' Copy of Approved Budget

Those records maintained by BBRD in an electronic information system may transfer the electronic records from that system onto a CD or, in the case of videotaped documents, onto a DVD. Assuming that the electronic information within the system is easily retrievable, the charges for such transfer should be the actual costs of duplication. BBRD may charge for CD disks, if not provided by the requestor. Special charges may be added if the request is extensive enough to require clerical assistance and extensive use of technology resources as provided in Paragraph 4.2 above.

The uniform fee for copies to be charged by BBRD is as follows, unless otherwise provided by law:

##### **Paper copies:**

First 10 pages per month, per citizen: No Charge

Additional:

8.5x11.5 or less - one-sided      \$0.15

8.5x11.5 or less - two-sided      \$0.20



Exhibit A  
Barefoot Bay Recreation District Policy Manual

8.5x14 or less - one-sided	\$0.15
8.5x14 or less - two-sided	\$0.20
11x17	\$0.25
<b>Certified copies:</b>	<b>\$1.00</b>

**CD/DVD/VHS/Audio Tapes:**

**Duplication:**

Duplication of CD's, DVD's, VHS, or audio tapes shall be the actual cost of the CD's, DVD's, VHS, or audio tape. Actual mailing costs shall be charged rather than a flat fee. Mailing costs shall include protective cases and padded mailing envelope, plus postage.

**Postage:**

Large orders or those to be mailed out of BBRD should be weighed and calculated individually, using [www.usps.gov](http://www.usps.gov) for postage rates.

Any unusually large volume of copying requiring the documents to be sent to a copy service for reproduction are to be billed to the requesting party based on the actual cost to BBRD.

**Revision Record Page (updated discontinued circa 2004)**

The Board notes that prior versions of the General Rules Applicable to District Facilities were created/amended by numerous Resolutions. Footnote references which are still applicable have been left in the preceding text as found at the time of last amendment. However, due to the substantial format changes being implemented by Resolution 2009-05, the Article and Section references on the prior revision record page are no longer applicable. The Board also notes that some prior amendments were not reflected by footnotes. The Board further notes that the prior revision record page included an incorrect reference to Resolution 2001-01 where such reference should have been to Resolution 2003-01.

The following is a list of Resolutions known by the Board to have created and/or amended the General Rules Applicable to District Facilities and/or related to fee schedules:

Date	Resolution	Subject
01/30/98	98-01	Fee Schedule.
05/12/00	2000-01	Fee Schedule.
05/11/01	2001-02	Non-Resident Golf Badge Fee; Fee Schedule.
09/17/01	2001-09	Revised General Rules.
12/14/01	2001-12	Golf Membership and Membership Dues.
03/08/02	2002-02	R.V. Storage Area Fees.
03/08/02	2002-03	A&E Clean Up Deposit.
05/10/02	2002-06	Social/Family Membership Fees when moving within District.
03/14/03	2003-01	\$2.00 non-resident guest pass; Softball Fee Schedule deletions.
07/11/03	2003-05	Suspension/cancellation of membership hearing procedure; swimming pool rules.

## Endnotes

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- 1 Amended 12/10/13 Resolution 2013-16
- 2 Added 2/13/2015, Resolution 2015-04
- 3 Amended 9/9/16, Resolution 2016-19
- 4 Amended 7/10/09, Resolution 2009-12
- 5 Amended 2/13/2015, Resolution 2015-04
- 6 Amended 9/9/16, Resolution 2016-19
- 7 Amended 3/28/2017 to remove reimbursement of ARCC travel expenses, Resolution 2017-5
- 8 Amended 9/9/16, Resolution 2016-19
- 9 Amended 9/9/16, Resolution 2016-19
- 10 Amended 3/28/2017, Resolution 2017-05
- 11 Section added 2/13/2015, Resolution 2015-04
- <sup>12</sup> Amended, 10/12/18, Resolution 2018-08
- 13 Amended 9/9/16, Resolution 2016-19
- 14 Amended 2/13/2015, Resolution 2015-04
- 15 Amended 2/13/2015, Resolution 2015-04
- 16 Amended 2/13/2015, Resolution 2015-04
- 17 Amended 2/13/2015, Resolution 2015-04
- 18 Amended 2/13/2015, Resolution 2015-04
- 19 Amended 2/13/2015, Resolution 2015-04
- 20 Amended 9/9/16, Resolution 2016-19
- 21 Amended 2/13/2015, Resolution 2015-04
- <sup>22</sup> Amended, 10/12/18, Resolution 2018-08
- 23 Amended 2/13/2015, Resolution 2015-04
- 24 Amended 9/9/16, Resolution 2016-19
- 25 Amended 2/13/2015, Resolution 2015-04
- 26 Amended 2/13/2015, Resolution 2015-04
- 27 Amended 2/28/12 Resolution 2012-05
- 28 Amended 9/9/16, Resolution 2016-19
- 29 Amended 2/13/2015, Resolution 2015-04
- 30 Amended 06/23/09, Resolution 2009-08
- 31 Amended 9/9/16, Resolution 2016-19
- 32 Amended 2/13/2015, Resolution 2015-04
- 33 Amended 2/13/2015, Resolution 2015-04
- <sup>34</sup> Amended, 10/12/18, Resolution 2018-08
- 35 Amended 2/13/2015, Resolution 2015-04
- 36 Amended 2/13/2015, Resolution 2015-04
- <sup>37</sup> Amended 9/22/2020 Resolution 2020-12
- 38 Amended 2/13/2015, Resolution 2015-04 All references to purchases over \$30,000 changed to \$50,000 in this section.
- 39 Amended August 13 2010, Resolution 2010-14
- 40 Amended 12/10/13 Resolution 2013-16
- 41 Added 2/13/2015, Resolution 2015-04
- 42 Amended 9/9/16, Resolution 2016-19
- 43 Amended 9/9/16, Resolution 2016-19
- 44 Amended December 10, 2013, Resolution 2013-16
- 45 Amended May 14, 2010, Resolution 2010-09
- 46 Amended December 10, 2013, Resolution 2013-16
- 47 Temporary Social membership reference deleted 2/13/2015, Resolution 2015-04
- 48 Amended December 10, 2013, Resolution 2013-16
- 49 Amended December 10, 2013, Resolution 2013-16
- 50 Amended 2/13/2015, Resolution 2015-04
- 51 Amended 2/13/2015, Resolution 2015-04
- 52 Amended 2/13/2015, Resolution 2015-04

Exhibit A  
Barefoot Bay Recreation District Policy Manual

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53 Amended September 10, 2010, Resolution 2010-15  
54 Amended September 10, 2010, Resolution 2010-16  
55 Amended 9/9/16, Resolution 2016-19  
56 Amended Feb. 25, 2020, Resolution 2020-03  
57 Amended December 10, 2013, Resolution 2013-16  
58 Amended January 13, 2012 Resolution 2012-01  
59 Amended December 10, 2013, Resolution 2013-16  
60 Amended June 8, 2012 Resolution 2012-09  
61 Amended September 23, 2014 Resolution 2014-12  
62 Amended 9/9/16, Resolution 2016-19  
63 Amended 3/28/2017, Resolution 2017-05  
64 Amended, 10/12/18, Resolution 2018-08  
65 Amended October 25, 2011. Resolution 2011-16  
66 Amended 9/9/16, Resolution 2016-19  
67 Amended 3/28/2017, Resolution 2017-05  
68 Amended, 10/12/18, Resolution 2018-08  
69 Amended 7/8/11, Resolution 2011-12 .Changes to Golf Membership regarding “full time students” and changed to fiscal year.  
70 Amended, 10/12/18, Resolution 2018-08  
71 Res. 2001-12, 12/14/01  
72 Amended, 10/12/18, Resolution 2018-08  
73 Amended 9/9/16, Resolution 2016-19  
74 Amended 2/13/2015, Resolution 2015-04  
75 Amended March 12, 2010, Resolution 2010-7  
76 Amended March 23, 2010, Resolution 2010-8  
77 Amended, 10/12/18, Resolution 2018-08  
78 Amended 2/13/2015, Resolution 2015-04  
79 Amended 2/13/2015, Resolution 2015-04  
80 Amended 2/13/2015, Resolution 2015-04  
81 Amended 9/9/16, Resolution 2016-19  
82 Amended October 22, 2019, Resolution 2019-10  
83 Amended, 10/12/18, Resolution 2018-08  
84 Amended December 10, 2013, Resolution 2013-16  
85 Amended 9/9/16, Resolution 2016-19  
86 Amended 9/9/16, Resolution 2016-19  
87 Amended December 10, 2013, Resolution 2013-16  
88 Amended 9/9/16, Resolution 2016-19  
89 Amended December 10, 2013, Resolution 2013-16  
90 Amended December 10, 2013, Resolution 2013-16  
91 Amended December 10, 2013, Resolution 2013-16  
92 Amended 9/9/16, Resolution 2016-19  
93 Amended 2/13/2015, Resolution 2015-04  
94 Amended, 10/12/18, Resolution 2018-08  
95 Amended 3/11/2011 Resolution 2011-04  
96 Amended, 10/12/18, Resolution 2018-08  
97 Amended, 10/12/18, Resolution 2018-08  
98 Amended 9/9/16, Resolution 2016-19  
99 Amended July 8, 2011 Resolution 2011-12  
100 Amended 9/9/16, Resolution 2016-19  
101 Amended July 10, 2009, Resolution 2009-14  
102 Amended 2/13/2015, Resolution 2015-04  
103 Amended 2/13/2015, Resolution 2015-04  
104 Amended 9/9/16, Resolution 2016-19

Exhibit A  
Barefoot Bay Recreation District Policy Manual

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- 105 Amended July 8, 2011, Resolution 2011-12
- 106 Amended 2/13/2015, Resolution 2015-04
- <sup>107</sup> Amended, 10/12/18, Resolution 2018-08
- 108 Section amended 2/13/2015, Resolution 2015-04
- 109 Amended December 10, 2013, Resolution 2013-16
- 110 Amended December 10, 2013, Resolution 2013-16
- 111 Amended December 10, 2013, Resolution 2013-16
- 112 Amended December 10, 2013, Resolution 2013-16
- 113 Amended December 10, 2013, Resolution 2013-16
- 114 Amended December 10, 2013, Resolution 2013-16
- 115 Amended December 10, 2013, Resolution 2013-16
- 116 Amended December 10, 2013, Resolution 2013-16
- <sup>117</sup> Amended, 10/12/18, Resolution 2018-08
- <sup>118</sup> Amended October 22, 2019, Resolution 2019-10
- <sup>119</sup> Amended, 10/12/18, Resolution 2018-08
- <sup>120</sup> Amended, 10/12/18, Resolution 2018-08
- 121 Amended 2/13/2015, Resolution 2015-04
- 122 Amended December 10, 2013, Resolution 2013-16
- 123 Amended 9/9/16, Resolution 2016-19
- 124 Amended December 10, 2013, Resolution 2013-16
- 125 Amended May 14, 2010, Resolution 2010-09
- 126 Amended December 10, 2013, Resolution 2013-16
- 127 Amended 9/9/16, Resolution 2016-19
- 128 Amended December 10, 2013, Resolution 2013-16
- 129 Amended 9/9/16, Resolution 2016-19
- 130 Amended 2/13/2015, Resolution 2015-04
- 131 Amended December 10, 2013, Resolution 2013-16
- 132 Amended 9/9/16, Resolution 2016-19
- <sup>133</sup> Amended October 22, 2019, Resolution 2019-10
- <sup>134</sup> Amended April 25, 2017, Resolution 2017-07
- <sup>135</sup> Amended April 25, 2017, Resolution 2017-07
- <sup>136</sup> Amended 12/8/2017 Resolution 2017-19
- 137 Amended December 10, 2013, Resolution 2013-16
- 138 Amended 9/9/16, Resolution 2016-19
- 139 Amended December 10, 2013, Resolution 2013-16
- 140 Amended December 10, 2013, Resolution 2013-16
- 141 Amended December 10, 2013, Resolution 2013-16
- 142 Amended December 10, 2013, Resolution 2013-16
- 143 Amended December 10, 2013, Resolution 2013-16
- 144 Amended 2/13/2015, Resolution 2015-04
- <sup>145</sup> Amended October 2019, Resolution 2019-10
- 146 Amended January 8, 2009, Resolution 2010-01
- 147 Amended 9/9/16, Resolution 2016-19
- 148 Amended 9/9/16, Resolution 2016-19
- 149 Amended 2/13/2015, Resolution 2015-04
- 150 Amended July 8, 2011, Resolution 2011-12
- <sup>151</sup> Amended April 25, 2017, Resolution 2017- 07
- 152 Amended February 12, 2010, Resolution 2010-5
- 153 Barefoot Bay Recreation District Public Records Request Policy was formally adopted with Resolution 2010-22 on October 26, 2010.
- 154 Amended 9/9/16, Resolution 2016-19

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, November 13, 2020  
Title: **DOR Violation 20-001564 618 Dolphin Circle**  
Section & Item: 11.A.i  
Department: Resident Relations, DOR  
Fiscal Impact: N/A  
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager  
Attachments: 20-001564  
Reviewed by  
General Counsel: No  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Review violation and referral to General Counsel Repperger.

### Background and Summary Information

ARTICLE III, SECT. 2 (A) (D) Lawn and Landscape

First Violation occurred on 5/19/18., five follow ups and six pictures have been done since first Violation. Present and found in violation by the Violation Committee on July 24, 2020. Staff has signed Affidavit of Notices and attached pictures. Respondent has been notified by First Class Mail, Certified Mail and Property posted.

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

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

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 20-001564

#4427/ 20-001564

RIVERA, ANTONIA

618 DOLPHIN CIR

BAREFOOT BAY, FL 32976

Respondent(s),

**STATEMENT OF VIOLATION**

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

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

• **ARTICLE III, SECT. 2 (A) (D) Lawn and Landscape Recurring Maintenance Condition of Prop. (A)(D) Lawn & Landscape (Recurring Mtnc.)**

(A) The lawn and landscaped areas (including all trees, shrubs, and other vegetation) of each lot shall not be neglected and shall be regularly pruned and maintained at the expense of the Owner or Resident of such lot. The lawn and landscaped areas shall be maintained free from all underbrush, excessive overgrowth, all rubbish, and weeds and grass in excess of six inches in height.

"Excessive overgrowth" shall mean any vegetation that is not regularly pruned in accordance with common care for such vegetation, or presents an inherent danger in either height, placement or as restricted in ARCC Guidelines. Dead vegetation on any lot is required to be promptly removed.

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

**LOCATION/ADDRESS WHERE VIOLATION EXISTS**

Block # 12 Lot # 20

618 DOLPHIN CIRCLE

BAREFOOT BAY, FL 32976

**DESCRIPTION OF VIOLATION(s):** Plantings and trees shall not encroach a neighbors property

**DATE OF VIOLATION FIRST OBSERVED:** Jun 18, 2020

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

via First Class

via Certified return receipt requested.

**DATE ON/BY WHICH VIOLATION TO BE CORRECTED:** November 10, 2020

Deed of Restrictions Staff

November 03, 2020



618 Dolphin Plantings and trees shall not encroach a neighbor's property  
Nov 02, 2020



618 Dolphin Plantings and trees shall not encroach a neighbor's property 2  
Jun 25, 2020



Jun 18, 2020

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

**Notice** is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM** on **November 13, 2020** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

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

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

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

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

**November 03, 2020**

Deed of Restrictions STAFF



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

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 20-001564

#4427 / 20-001564  
RIVERA, ANTONIA,  
618 DOLPHIN CIR  
BAREFOOT BAY, FL 32976  
Respondent(s),

**RE: 618 DOLPHIN CIRCLE**  
Barefoot Bay, FL 32976

**AFFIDAVIT OF NOTICES**

STATE OF FLORIDA  
COUNTY OF BREVARD

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

1. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.



\_\_\_\_\_  
Cynthia Mihalick, DOR Inspector

The Foregoing instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by Cynthia Mihalick, who is personally known to me and did take an oath.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, November 13, 2020  
Title: **DOR Violation 20-002616 248 Dolphin Circle**  
Section & Item: 11.A.ii  
Department: Resident Relations, DOR  
Fiscal Impact: N/A  
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager  
Attachments: 20-002616  
Reviewed by  
General Counsel: No  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Review violation and referral to General Counsel Repperger.

### Background and Summary Information

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

First Violation occurred on 09/24/2020, six follow ups and four pictures have been done since first Violation. Presented and found in violation by the Violation Committee on 10/23/2020. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail, Certified Mail and Property posted.

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

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

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 20-002616

#2004/ 20-002616

JOHNSTON, ROBERT E

248 DOLPHIN CIR

BAREFOOT BAY, FL 32976

Respondent(s),

**STATEMENT OF VIOLATION**

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

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

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

Section 3) A manufactured or modular home installed on any lot in Barefoot Bay shall meet the following design and installation requirements and shall be continuously maintained in compliance with such requirements. (A) Fencing shall not be permitted along any lot line where drainage canals or swales exist.

(B.) Where no drainage canals or swales exist along a lot line, permitted fencing shall be limited to chain link, powder coated or steel, vinyl picket fencing, or other ARCC approved materials not exceeding four (4) feet in height.

**LOCATION/ADDRESS WHERE VIOLATION EXISTS**

Block # 11 Lot # 47

248 DOLPHIN CIRCLE

BAREFOOT BAY, FL 32976

**DESCRIPTION OF VIOLATION(s):** Unauthorized Fence

**DATE OF VIOLATION FIRST OBSERVED:** Sep 23, 2020

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

September 23, 2020 via First Class

via Certified return receipt requested.

**DATE ON/BY WHICH VIOLATION TO BE CORRECTED:** November 10, 2020

Deed of Restrictions Staff

November 03, 2020



248 Dolphin Unapproved Fence

Nov 02, 2020



248 Dolphin Unapproved Fence  
Oct 29, 2020



248 Dolphin Unapproved Fence  
Sep 24, 2020

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

**Notice** is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM** on **November 13, 2020** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida**.

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

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

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

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

**November 03, 2020**

Deed of Restrictions STAFF

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

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 20-002616

#2004 / 20-002616

JOHNSTON, ROBERT E,

248 DOLPHIN CIR

BAREFOOT BAY, FL 32976

Respondent(s),

**RE: 248 DOLPHIN CIRCLE**

Barefoot Bay, FL 32976

**AFFIDAVIT OF NOTICES**

STATE OF FLORIDA  
COUNTY OF BREVARD

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

1. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.



\_\_\_\_\_  
Cynthia Mihalick, DOR Inspector

The Foregoing instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by Cynthia Mihalick, who is personally known to me and did take an oath.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, November 13, 2020  
Title: **DOR Violation 20-002145 843 Tamarind Circle**  
Section & Item: 11.A.iii  
Department: Resident Relations, DOR  
Fiscal Impact: N/A  
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager  
Attachments: 20-002145  
Reviewed by  
General Counsel: No  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Review violation and referral to General Counsel Repperger.

### Background and Summary Information

ARTICLE II, SECT 2 A - ARCC No Permit/Work Started

First Violation occurred on 08/06/2020, six follow ups and three pictures have been done since first Violation. Present and found to be in violation by the Violation Committee on 10/23/2020. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail, Certified Mail and Property posted.

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

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

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 20-002145

#2013/ 20-002145

Hb3 Alternative Holdings Llc  
3900 Capitol City Blvd C/O Compu-Link Corporation  
Lansing, MI 48906

Respondent(s),

**STATEMENT OF VIOLATION**

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

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

• **ARTICLE II, SECT. 2 A ARCC No Permit/Work Started**

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

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

**LOCATION/ADDRESS WHERE VIOLATION EXISTS**

Block # 17.A Lot # 15  
843 TAMARIND CIRCLE  
BAREFOOT BAY, FL 32976

**DESCRIPTION OF VIOLATION(s):** Property is required to have a carport or garage. Carport must be at least 18' x 11'. Enclosed w/out ARCC permit. Must submit ARCC permit for review.

**DATE OF VIOLATION FIRST OBSERVED:** Aug 06, 2020

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

August 06, 2020 via First Class  
via Certified return receipt requested.

**DATE ON/BY WHICH VIOLATION TO BE CORRECTED:** November 10, 2020

Deed of Restrictions Staff

November 03, 2020





843 Tamarind No Carport  
Nov 02, 2020



843 Tamarind No Carport  
Oct 12, 2020

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

**Notice** is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM** on **November 13, 2020** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

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

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

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

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

**November 03, 2020**

Deed of Restrictions STAFF

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

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 20-002145

#2013 / 20-002145

Hb3 Alternative Holdings Llc,  
3900 Capitol City Blvd C/O Compu-Link Corporation  
Lansing, MI 48906

Respondent(s),

**RE: 843 TAMARIND CIRCLE  
Barefoot Bay, FL 32976**

**AFFIDAVIT OF NOTICES**

STATE OF FLORIDA  
COUNTY OF BREVARD

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

1. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.



\_\_\_\_\_  
Cynthia Mihalick, DOR Inspector

The Foregoing instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by Cynthia Mihalick, who is personally known to me and did take an oath.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, November 13, 2020  
Title: **DOR Violation 20-002471 601 Marlin Circle**  
Section & Item: 11.A.iv  
Department: Resident Relations, DOR  
Fiscal Impact: N/A  
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager  
Attachments: 20-002471  
Reviewed by  
General Counsel: No  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Review violation and referral to General Counsel Repperger.

### Background and Summary Information

ARTICLE III, SECT (13) Temporary Portable or Free-Standing Structures

First Violation occurred on 9/23/2020, five follow ups and six pictures have been done since first Violation. Present and found to be in violation by the Violation Committee on 10/23/2020. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail, Certified Mail and Property posted.

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

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

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 20-002471

#1881/ 20-002471

Glenn Mitchell

601 MARLIN CIR

BAREFOOT BAY, FL 32976

Respondent(s),

**STATEMENT OF VIOLATION**

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

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

- **ARTICLE III, SECT. (13) TEMPORARY PORTABLE OR FREE-STANDING STRUCTURES**

Temporary, portable, or freestanding structures that are installed for longer than 48 hours are prohibited unless an application is completed, submitted to and approved by the ARCC.

**LOCATION/ADDRESS WHERE VIOLATION EXISTS**

Block # 12 Lot # 1

601 MARLIN CIRCLE

BAREFOOT BAY, FL 32976

**DESCRIPTION OF VIOLATION(s):** Free-standing structure (unapproved by ARCC) must be removed

**DATE OF VIOLATION FIRST OBSERVED:** Sep 14, 2020

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

September 14, 2020 via First Class

via Certified return receipt requested.

**DATE ON/BY WHICH VIOLATION TO BE CORRECTED:** November 10, 2020

Deed of Restrictions Staff

November 03, 2020



601 Marlin Free-standing structure (unapproved by ARCC) must be removed  
Nov 02, 2020



601 Marlin Free-standing structure (unapproved by ARCC) must be removed  
Oct 26, 2020



601 Marlin Free-standing structure (unapproved by ARCC) must be removed  
Sep 23, 2020

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

**Notice** is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM** on **November 13, 2020** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida**.

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

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

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

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

**November 03, 2020**

Deed of Restrictions STAFF

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

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 20-002471

#1881 / 20-002471

Glenn Mitchell,

601 MARLIN CIR

BAREFOOT BAY, FL 32976

Respondent(s),

**RE: 601 MARLIN CIRCLE**  
Barefoot Bay, FL 32976

**AFFIDAVIT OF NOTICES**

STATE OF FLORIDA  
COUNTY OF BREVARD

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

1. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.



\_\_\_\_\_  
Cynthia Mihalick, DOR Inspector

The Foregoing instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by Cynthia Mihalick, who is personally known to me and did take an oath.

\_\_\_\_\_  
Notary Public  
State of Florida at Large



## Board of Trustees

## Meeting Agenda Memo

Date: Friday, November 13, 2020  
Title: **DOR Violation 19-004176 602 Sea-Gull Drive**  
Section & Item: 11.A.v  
Department: Resident Relations, DOR  
Fiscal Impact: N/A  
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager  
Attachments: 19-004176  
Reviewed by  
General Counsel: No  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Review violation and referral to General Counsel Repperger.

### Background and Summary Information

ARTICLE III, SECT 2 (C) (D) Condition of Property (C) Unauthorized Items

First Violation occurred on 09/22/2019, seventeen follow ups and 21 pictures have been done since first Violation. Presented and found to be in violation by the Violation Committee on 02/14/2020. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail, Certified Mail and Property posted.

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

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

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 19-004176

#3377/ 19-004176

MATTINGLY, CHARLES

602 SEAGULL DR

BAREFOOT BAY, FL 32976

Respondent(s),

**STATEMENT OF VIOLATION**

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

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

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

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

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

**LOCATION/ADDRESS WHERE VIOLATION EXISTS**

Block # 97 Lot # 13

602 SEA-GULL DRIVE

BAREFOOT BAY, FL 32976

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

**DATE OF VIOLATION FIRST OBSERVED:** Sep 22, 2019

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

September 22, 2019 via First Class

via Certified return receipt requested.

**DATE ON/BY WHICH VIOLATION TO BE CORRECTED:** November 10, 2020

Deed of Restrictions Staff

November 03, 2020



602 Sea Gull unapproved items  
Nov 02, 2020



602 Sea Gull unapproved items  
Jul 06, 2020



602 Sea Gull Unapproved Items  
Jun 04, 2020

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

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**November 03, 2020**

Deed of Restrictions STAFF

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

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 19-004176

#3377 / 19-004176

MATTINGLY, CHARLES,

602 SEAGULL DR

BAREFOOT BAY, FL 32976

Respondent(s),

**RE: 602 SEA-GULL DRIVE**  
Barefoot Bay, FL 32976

**AFFIDAVIT OF NOTICES**

STATE OF FLORIDA  
COUNTY OF BREVARD

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

1. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
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4. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.



\_\_\_\_\_  
Cynthia Mihalick, DOR Inspector

The Foregoing instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by Cynthia Mihalick, who is personally known to me and did take an oath.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, November 13, 2020  
Title: **Revised ARCC Guidelines**  
Section & Item: 11.B  
Department: Resident Relations, DOR  
Fiscal Impact: N/A  
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager  
Attachments: ARCC Guidelines November 2020 Marked Up, ARCC Guidelines November 2020 Clean  
Reviewed by  
General Counsel: Yes  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Review ARCC promulgated rules and regulations revised by the ARCC and approved by a majority of the ARCC on September 29, 2020.

### Background and Summary Information

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

Attached ARCC promulgated rules and regulations using the strikethrough underlining format and without.

Staff recommends the BOT acknowledge receipt of the revised ARCC guidelines.



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

**MAY 2019~~NOVEMBER 2020~~**

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

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

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

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

## **ARCHITECTURAL REVIEW & CONTROL**

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

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

- A. The Board of Trustees of the Recreation District shall appoint a Member of the Board of Trustees to serve as Liaison to the ARCC.
- B. Five Voting member of the ARCC shall be appointed as follows: Two (2) by the Board of Trustees and three (3) by the Association, all of whom shall be Lot owners.
- C. Two (2) alternates shall be appointed, each to a three (3) year term as follows: One (1) by the Board of Trustees and one (1) by the Association, who shall both be Lot owners. Alternates shall only be permitted to vote when needed to establish a quorum as provided in the ARCC rules and procedures. If needed, the Chairman of the ARCC shall designate which alternate shall vote on any item.

D. The Community Manager shall assign a Recreation District employee to serve as support staff responsible for the recording of notes and drafting of minutes. The Resident Relations Department shall retain original copies of all minutes and handouts from the meetings and shall publish an agenda seven (7) days prior to each meeting.

E. ARCC Members will be appointed by the Board of Trustees as follows: one (1) member appointed by the Association for one (1) year term; one (1) member appointed by the Board of Trustees and one (1) member appointed by the Association, each for a two year (2) term; and one (1) member appointed by the Board of Trustees and one (1) member appointed by the Association, each for a three (3) term. At the expiration of the initial terms, new members will be appointed for terms of three (3) years each. If a member resigns or otherwise vacates his/her seat before the expiration of his/her term, a new member will be appointed to fill the open seat and serve the balance of the unexpired term.

F. Quorum and Conduct of Business

1. In order to conduct the business of the committee, a quorum must be present. A quorum will exist when a simple majority of three (3) voting members are present. A simple majority of those present is needed to take action on any item.

2. The ARCC shall hold an organizational meeting each year as soon after January 1 as is practicable. The ARCC shall select a Chairman and a Vice-Chairman from among its membership at the organizational meeting. The Vice-Chairman will chair the meeting when the Chairman is absent.

3. Each Member of the Committee shall have one (1) vote on each permit application.

4. The ARCC may also adopt such rules and procedures as it may deem to be appropriate for the conduct of its business; provided, however, that such rules may not be inconsistent with the provision of this article.

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

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

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

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

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

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

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

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

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

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

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

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

1. A patio roof, including posts and fascia, fabricated of aluminum or other approved material. Minimum requirement – Sixty (60) square feet.
2. A garage or a carport roof, including posts and fascia, fabricated of aluminum or other approved material.
3. A utility room, fabricated of aluminum or other approved materials. A utility room is a building designed to house common household tools and equipment, and for general storage. The base of the building is a concrete slab. It may be used for housing a washer, dryer and automatic hot water heater. A utility building must be structurally attached by full roof to the modular coach (mobile home) or carport at eave level. A utility room shall conform to all specific dimensions as approved and recorded by the ARCC.
4. A patio slab made of poured concrete, brick pavers, or other approved material. Minimum requirement – Sixty (60) square feet.
5. A covered concrete carport slab having a minimum unobstructed area (except for steps) of eleven (11) feet by eighteen (18) feet.
6. A concrete driveway extending from the carport slab to the curb of the adjacent street which driveway shall include a widened or flared area as it approaches the street. All driveways and parking areas shall be of poured and reinforced concrete material.

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

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

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

1. **Corner Lots**

Rear Setback - 7 ½ feet

Side Setback from Adjacent lot- 7 ½ feet

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

## 2. Interior Lots

Rear Setback - 7 ½ feet

Side Setback - 7 ½ feet

Front Setback - 10 feet

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

## Specification, Definitions and Approved Materials

### GENERAL NOTIFICATION AND PROVISIONS:<sup>i</sup>

THE PROPERTY OWNER IS RESPONSIBLE FOR COMPLIANCE WITH ALL REGULATIONS STATED IN THE "AMENDED AND RESTATED DEED OF RESTRICTIONS FOR BAREFOOT BAY DOCUMENT" OR OTHERWISE STATED IN THE ARCC GUIDELINES DOCUMENT.

Any homeowner that starts work without an approved ARCC permit will be issued a "Stop Work Order."<sup>ii</sup>

### Addition Attachments to principal structure:

1. In no event shall the principal structure be expanded in any manner that changes the structure of the base unit, except when the expansion is constructed in an authorized factory according to the federal mobile home construction and safety standards promulgated by the U.S. Department of Housing and Urban Development and are approved by the Federal Department of Community Affairs.
2. Additions Attachments are further limited as follows: No addition attachment or combination of additions attachments and accessory structures shall exceed 50 percent of the square footage of the doublewide mobile home, or 100 percent of the singlewide mobile home. The square footage attributed to the carport or garage will be included in these percentage limitations.

Lots: Lots shall mean any lot of record appearing on any of the recorded plats of Barefoot Bay enumerated in the recitals of the Amended and Restated Deed of Restrictions for Barefoot Bay.

If any manufactured or modular home has been placed on two adjacent platted lots in a manner such that the home is located across the platted boundary between such platted lots, the two platted lots shall be treated as a single lot for purposes of the Amended and Restated Deed of Restrictions for Barefoot Bay.

The ARCC interprets the word "home" to mean the principal structure exclusive of any additions or accessory structures. For the purposes of compliance with these ARCC guidelines, any Lot in Barefoot Bay previously deemed to be a single Lot on prior assessment rolls of Barefoot Bay Recreation District

based on any addition or accessory structure(s) located across a platted boundary shall be deemed “grandfathered” as a single Lot until such addition or accessory structure is removed.

~~Lots—The principal structure (the structure that is brought in by the manufacturer) has been placed on two adjacent platted lots in a manner such that the principal structure, excluding overhang, is located across the platted boundary between such platted lots, the two platted lots shall be treated as a single lot.~~

### Air Conditioning Units Specification

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

### Carport and Driveway

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

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

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

### Approved materials

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

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

### Fencing<sup>iv</sup>

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

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

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

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

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

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

All fenced in properties must have at least one 4' gate minimum.<sup>viii</sup>

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### **Generators and Propane tanks**

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

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### **Gutters**

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

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### **Rain Barrels<sup>xi</sup>**

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A Rain Barrel is defined as a container that collects water from the downspouts and cannot exceed 50 gallons. The container must be of approved material by the ARCC.

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### **Lamppost**

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

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

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

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



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

Electric eye sensor lights are approved.

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

### Landscaping & Privacy Materials

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

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

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

All invasive plants or prohibited plants<sup>xv</sup>, including but not limited to, pepper trees, Australian pines, and bamboo, are banned from Barefoot Bay. All existing invasive and prohibited<sup>xvi</sup> plants must be removed by January 1, 2022.<sup>xvii</sup>

AN INVASIVE S OR PROHIBITED PLANT LISTING CAN BE FOUND IN THE BREVARD COUNTY ORDINANCES (Article II, section 114-26 titled undesirable plants found in Brevard County Ordinances AND Florida Department of Agriculture listed under Invasive Non-Native Plants)

Palm Trees – Palm trees must be pruned to remove dead fronds. The requirement is stated to: Remove potential fire hazards, especially near buildings or homes; increase visibility and safety near driveways, sidewalks, and cross streets. The requirement is to prevent damage to buildings, property or persons during periods of high winds.<sup>xviii</sup>

Tree Removal – Any tree removed for safety or other reasons must be removed to below ground level. If the tree is on a property line, the owner must obtain written approval from all parties concerned. (NOTE: [See Fla. Stat. sSection 163.045See section 163.045 of the Florida Code](#)).<sup>xix</sup>

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

All lawn decorations, statues, planters, and the like shall be ecstastically harmonious with the community.<sup>xxi</sup>

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

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

Any privacy landscaping materials on any lot for which a previously approved ARCC permit has been issued that do not meet the requirements of these guidelines shall be deemed “grandfathered” for as long as such privacy landscaping materials remain in place. Upon removal of the grandfathered privacy landscaping materials, such grandfathered status shall be lost.”

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

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

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

The following are recognized types:

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

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

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

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

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

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

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

### **Decks**

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

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

## Roof

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

## Skirting Material for the Home

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

## Siding Materials

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

## Steps & Handicap Ramps

Entrance steps to the home ~~without a landing~~<sup>xxix</sup> must be constructed of concrete.

~~Entrance~~ Steps to the home with a ~~landing~~ deck ~~may~~ must be constructed of concrete, pressure treated wood, fiberglass or other ARCC approved material. ~~Landings must be a minimum of 3' x 3' up to 6' x 6'.~~ Steps must land on concrete pad.<sup>xxx</sup>

Handicap ramps must be constructed of suitable building material and maintained in good condition. Ramps reducing the required space in a carport must be removed when no longer needed<sup>xxxi</sup> or when the home is sold.<sup>xxxii</sup>

## Temporary Portable or Free-Standing Structures.<sup>xxxiii</sup>

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

Above ground pools must be completely enclosed by a fence and/or secured with a locking ladder for safety reasons to prevent access to the pool. An in ground pool must be completely fenced in to prevent access into the pool when not in use.<sup>xxxiv</sup>

Clotheslines – clotheslines and any outdoor drying apparatus are permitted on lots in Barefoot Bay. Any such clotheslines or drying apparatus must be placed to the rear of the residence and must be folded or removed overnight. Clothes lines may not be located within carports.<sup>xxxv</sup>

The following items are banned:

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

- All pop-up structures.
- Hot tub covers must be labeled ASTM F1346-91

## Utility Building

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### Definition of Utility Building

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

### Materials

1. ~~1.~~ Types of acceptable materials
  - a. ~~a.~~ Wood or aluminum framework
  - b. ~~b.~~ Siding consistent to that of the mobile home exterior and matching in its color.
  - c. ~~c.~~ Aluminum lap or vinyl siding over approved framework, with construction to match the exterior surface of the mobile home.
2. ~~2.~~ The use of metal on exterior framework or siding or T-111 siding<sup>xxxvi</sup> is not permitted.

### Dimensions

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

### Construction

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

## Used Mobile Homes

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

In addition, applicant must provide the following:

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

### **Condition of Property**

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The exterior of a home (including awnings, skirting, and roofing), driveways, or carport shall be maintained free of mildew, mold, dirt, rust, or grease which is visible when the house is viewed from the street or from an adjacent lot (See Article III, Section 2 of the Deed of Restrictions)

### **Miscellaneous<sup>xxxvii</sup>**

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

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

#### **Fire Pits<sup>xxxviii</sup>**

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Fire Pits: Regulations are controlled by the Florida Fire Service

An open fire pit is not allowed.

Propane or natural gas fed fire devices or structures are allowed.

Above ground containers such as those purchased at a hardware or building material store made for burning ~~is~~ ~~such~~ as chimeneas are allowed. This type of device should not be located within 15 feet of a building or structure, or combustible material. The burning container cannot be located in any right of way. All fires should have a screen or other device to arrest or control escaping embers, which present a fire hazard.

Burning of yard waste, rubbish, plastic, rubber material, pesticides, aerosol containers and treated lumber is not allowed. It is suggested that proper safety measures are taken when burning, such as a garden hose or fire extinguisher.

#### **Arbors, Pergolas, Trellises and<sup>xxxix</sup> Gazebos<sup>xl</sup>**

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May be freestanding, ~~they and~~ ~~do~~ ~~Does~~ not need to be structurally attached to the home, ~~but~~ must be anchored into the ground for safety purposes. ~~down, and m~~ ~~Must~~ meet setback requirements, must be maintained in good condition, and must meet Brevard County requirements.

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

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

#### **Hurricane Shutters<sup>xli</sup> and Other Devices<sup>xlii</sup>**

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

Windows and doors in occupied dwelling units shall not be boarded or covered, except for the temporary installation or closure of storm shutters, panels, or other hurricane protection devices during the threat of storm. While such protection is provided, at least one door leading directly to the building exterior shall be provided.

Hurricane shutters must be removed by the end of Hurricane Season. Seasonal residents

arriving after December 1<sup>st</sup>, must remove shutters as soon as possible after arriving.

Any device, strap, netting or other temporary items used during Hurricane season must be Removed at the end of Hurricane season or as soon as possible by seasonal residents.

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

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

### **Painting of wood<sup>xliv</sup>**

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Exposed wood sections of carports, utility buildings, patios, screen rooms, decks and lattice, arbors, pergolas, and trellises<sup>xlv</sup> must be painted and/or stained, providing the paint is aesthetically compatible with or blending in architecturally with the rest of the home and the other homes in Barefoot Bay.<sup>1</sup>

### **Prefabricated storage unit<sup>xlvi</sup>**

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

### **Plan Changes/Change Orders/Revisions<sup>xlvii</sup>**

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After the initial approval by the ARCC, any changes to the approved plan must be resubmitted to the ARCC annotating the changes made. This is to ensure a proper paper trail of what the change was for future reference.

### **Watercrafts<sup>xlviii</sup>**

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Boats of any size are not allowed to be stored outside on the property. Kayaks, canoes, surf boards and paddleboards must be properly stored & secured in the rear of the residence.

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

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

(B) In the event that the ARCC determines that the Owner to whom such a notice of violation has been given has not corrected the violation within the time set forth in the notice, the ARCC may, in its discretion, elect to forward the issue of such violation to the Board of Trustees of the Recreation District for further action. If the Board of Trustees of the Recreation District concurs that legal action is necessary to cause the alleged violation to be corrected, the Recreation District shall thereafter have the authority to bring an action for injunctive and other appropriate relief in a court of competent jurisdiction in Brevard County, Florida. If the Recreation District brings such legal action to enforce the provisions of Article II of the DOR, the Recreation District shall be entitled to an award of attorney's fees and court costs incident to such action.

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<sup>i</sup> Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees ~~October 9,~~  
~~2020~~November 13, 2020

<sup>ii</sup> Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018

<sup>iii</sup> Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018

<sup>iv</sup> Promulgated Rule approved June 7, 2011 and presented to the Board of Trustees July 8, 2011

<sup>v</sup> Promulgated Rule approved November 25, 2014 and presented to the Board of Trustees December 12, 2014

<sup>vi</sup> Promulgated Rule approved November 25, 2014 and presented to the Board of Trustees December 12, 2014

<sup>vii</sup> Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018

<sup>viii</sup> Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees ~~October~~  
~~9,~~~~2020~~November 13, 2020

<sup>ix</sup> Promulgated Rule approved August 30, 2011 and presented to the Board of Trustees September 27, 2011

<sup>x</sup> Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018

<sup>xi</sup> Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees ~~October 9,~~  
~~2020~~November 13, 2020

<sup>xii</sup> Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018

<sup>xiii</sup> Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018

<sup>xiv</sup> Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018

<sup>xv</sup> Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees ~~October~~  
~~9,~~~~2020~~November 13, 2020

<sup>xvi</sup> Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees ~~October~~  
~~9,~~~~2020~~November 13, 2020

<sup>xvii</sup> Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018

<sup>xviii</sup> Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees ~~October 9,~~  
~~2020~~November 13, 2020

<sup>xix</sup> Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees ~~October 9,~~  
~~2020~~November 13, 2020

<sup>xx</sup> Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018

<sup>xxi</sup> Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018

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

<sup>xxiii</sup> Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees ~~October~~  
~~9,~~~~2020~~November 13, 2020

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

<sup>xxv</sup> Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees ~~October 9,~~  
~~2020~~November 13, 2020

<sup>xxvi</sup> Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees ~~October~~  
~~9,~~~~2020~~November 13, 2020

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

<sup>xxviii</sup> Promulgated Rule approved January 17, 2012 and presented to the Board of Trustees December 9, 2011

<sup>xxix</sup> Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018

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- xxx Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees ~~October 9, 2020~~November 13, 2020
- xxxi Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
- xxxii Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees ~~October 9, 2020~~November 13, 2020
- xxxiii Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
- xxxiv Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees ~~October 9, 2020~~November 13, 2020
- xxxv Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees ~~October 9, 2020~~November 13, 2020
- xxxvi Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees ~~October 9, 2020~~November 13, 2020
- xxxvii Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
- xxxviii Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees ~~October 9, 2020~~November 13, 2020
- xxxix Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees ~~October 9, 2020~~November 13, 2020
- xl Promulgated Rule approved June 5, 2012 and presented to the Board of Trustees June 8, 2012
- xli Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
- xliv Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees ~~October 9, 2020~~November 13, 2020
- xlvi Promulgated Rule approved August 14, 2012 and presented to the Board of Trustees August 28, 2012
- xlii Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
- xliii Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees ~~October 9, 2020~~November 13, 2020
- xlv Promulgated Rule approved December 8, 2015 and presented to the Board of Trustees January 8, 2016
- xlvii Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees ~~October 9, 2020~~November 13, 2020
- xlviii Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020





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

**NOVEMBER 2020**

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

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

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

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

### **ARCHITECTURAL REVIEW & CONTROL**

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

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

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

B. Five Voting member of the ARCC shall be appointed as follows: Two (2) by the Board of Trustees and three (3) by the Association, all of whom shall be Lot owners.

C. Two (2) alternates shall be appointed, each to a three (3) year term as follows: One (1) by the Board of Trustees and one (1) by the Association, who shall both be Lot owners. Alternates shall only be permitted to vote when needed to establish a quorum as provided in the ARCC rules and procedures. If needed, the Chairman of the ARCC shall designate which alternate shall vote on any item.

D. The Community Manager shall assign a Recreation District employee to serve as support staff responsible for the recording of notes and drafting of minutes. The Resident Relations Department shall retain original copies of all minutes and handouts from the meetings and shall publish an agenda seven (7) days prior to each meeting.

E. ARCC Members will be appointed by the Board of Trustees as follows: one (1) member appointed by the Association for one (1) year term; one (1) member appointed by the Board of Trustees and one (1) member appointed by the Association, each for a two year (2) term; and one (1) member appointed by the Board of Trustees and one (1) member appointed by the Association, each for a three (3) term. At the expiration of the initial terms, new members will be appointed for terms of three (3) years each. If a member resigns or otherwise vacates his/her seat before the expiration of

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

F. Quorum and Conduct of Business

1. In order to conduct the business of the committee, a quorum must be present. A quorum will exist when a simple majority of three (3) voting members are present. A simple majority of those present is needed to take action on any item.

2. The ARCC shall hold an organizational meeting each year as soon after January 1 as is practicable. The ARCC shall select a Chairman and a Vice-Chairman from among its membership at the organizational meeting. The Vice-Chairman will chair the meeting when the Chairman is absent.

3. Each Member of the Committee shall have one (1) vote on each permit application.

4. The ARCC may also adopt such rules and procedures as it may deem to be appropriate for the conduct of its business; provided, however, that such rules may not be inconsistent with the provision of this article.

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

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

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

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

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

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

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

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

When an application for repairs or construction is denied, the applicants have an opportunity to appeal to the Architectural Review Control Committee once and will be given a chance to modify or revise the type of repairs or construction proposed to comply with the Deed of Restrictions Architectural

Review Control Committee guidelines. It is the resident's responsibility to notify the Architectural Review Control Committee of Intent to Appeal. In the event that a dispute arises in the interpretation by the ARCC of any requirements of Article II of the DOR or of the regulations provided for herein after, such dispute shall be resolved by a majority vote of the Recreation District, whose decision shall be final and binding.

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

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

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

1. A patio roof, including posts and fascia, fabricated of aluminum or other approved material. Minimum requirement – Sixty (60) square feet.
2. A garage or a carport roof, including posts and fascia, fabricated of aluminum or other approved material.
3. A utility room, fabricated of aluminum or other approved materials. A utility room is a building designed to house common household tools and equipment, and for general storage. The base of the building is a concrete slab. It may be used for housing a washer, dryer and automatic hot water heater. A utility building must be structurally attached by full roof to the modular coach (mobile home) or carport at eave level. A utility room shall conform to all specific dimensions as approved and recorded by the ARCC.
4. A patio slab made of poured concrete, brick pavers, or other approved material. Minimum requirement – Sixty (60) square feet.
5. A covered concrete carport slab having a minimum unobstructed area (except for steps) of eleven (11) feet by eighteen (18) feet.
6. A concrete driveway extending from the carport slab to the curb of the adjacent street which driveway shall include a widened or flared area as it approaches the street. All driveways and parking areas shall be of poured and reinforced concrete material.
7. Skirting material sufficient to completely enclose the entire base of the home. The skirting may be stucco skirting, stone skirting, outdoor Hardie Board skirting, or other approved material.
8. Central water, sewer and electricity connected to the home.
9. Landscaping with appropriate plants, grass, shrubs and/or trees in compliance with regulations adopted by the ARCC.
10. No dock, wharf, landing, boathouse or other structure shall extend from any Lot over or on any lake, canal, and water way or drainage easement.
11. Each home shall be complete, set up on piers, shall be leveled, and shall have a running gear and tongue of the manufactured or modular home removed as appropriate to the style of home being installed..
12. Each manufactured or modular home shall be tied down in accordance with all applicable building codes and with such installation inspection as required by law.
13. No manufactured or modular home installed on any Lot shall be more than four (4) years old.
14. A final survey showing the location of the home shall be submitted to the ARCC.

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

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

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

**1. Corner Lots**

Rear Setback - 7 ½ feet

Side Setback from Adjacent lot- 7 ½ feet

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

**2. Interior Lots**

Rear Setback - 7 ½ feet

Side Setback - 7 ½ feet

Front Setback - 10 feet

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

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

## GENERAL NOTIFICATION AND PROVISIONS:<sup>i</sup>

THE PROPERTY OWNER IS RESPONSIBLE FOR COMPLIANCE WITH ALL REGULATIONS STATED IN THE “AMENDED AND RESTATED DEED OF RESTRICTIONS FOR BAREFOOT BAY” OR OTHERWISE STATED IN THE ARCC GUIDELINES.

Any homeowner that starts work without an approved ARCC permit will be issued a “Stop Work Order.”

Addition to principal structure:

1. In no event shall the principal structure be expanded in any manner that changes the structure of the base unit, except when the expansion is constructed in an authorized factory according to the federal mobile home construction and safety standards promulgated by the U.S. Department of Housing and Urban Development and are approved by the Federal Department of Community Affairs.
2. Additions are further limited as follows: No addition or combination of addition and accessory structures shall exceed 50 percent of the square footage of the doublewide mobile home, or 100 percent of the singlewide mobile home. The square footage attributed to the carport or garage will be included in these percentage limitations.

**Lots:** Lots shall mean any lot of record appearing on any of the recorded plats of Barefoot Bay enumerated in the recitals of the Amended and Restated Deed of Restrictions for Barefoot Bay.

If any manufactured or modular home has been placed on two adjacent platted lots in a manner such that the home is located across the platted boundary between such platted lots, the two platted lots shall be treated as a single lot for purposes of the Amended and Restated Deed of Restrictions for Barefoot Bay.

The ARCC interprets the word “home” to mean the principal structure exclusive of any additions or accessory structures. For the purposes of compliance with these ARCC guidelines, any Lot in Barefoot Bay previously deemed to be a single Lot on prior assessment rolls of Barefoot Bay Recreation District based on any addition or accessory structure(s) located across a platted boundary shall be deemed “grandfathered” as a single Lot until such addition or accessory structure is removed.

### Air Conditioning Units Specification

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

### Carport and Driveway

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

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

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

### **Approved materials**

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

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

### **Fencing<sup>iv</sup>**

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

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

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

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

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

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

All fenced in properties must have at least one 4' gate minimum.<sup>viii</sup>

### **Generators and Propane tanks**

Emergency generators, propane tanks, and other liquid type fuel tanks<sup>ix</sup> are approved subject to concealing them with approved landscaping, 4 ft. high vinyl walls, 6 ft. vinyl lattice walls or



underground. A permit from Brevard County must be submitted with the ARCC application for a generator or propane tank.<sup>x</sup>

### **Gutters**

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

### **Rain Barrels<sup>xi</sup>**

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A Rain Barrel is defined as a container that collects water from the downspouts and cannot exceed 50 gallons. The container must be of approved material by the ARCC.

### **Lamppost**

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

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

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

**Illumination of Bulb:** The color of the bulb must be white, clear, or yellow, and must not be impeded by any landscaping or material.<sup>xii</sup>

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

Electric eye sensor lights are approved.

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

### **Landscaping & Privacy Materials**

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

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

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

All invasive plants or prohibited plants<sup>xv</sup>, including but not limited to, pepper trees, Australian pines, and bamboo, are banned from Barefoot Bay. All existing invasive and prohibited<sup>xvi</sup> plants must be removed by January 1, 2022.<sup>xvii</sup>

AN INVASIVE S OR PROHIBITED PLANT LISTING CAN BE FOUND IN THE BREVARD COUNTY ORDINANCES (Article II, section 114-26 titled undesirable plants found in Brevard County Ordinances AND Florida Department of Agriculture listed under Invasive Non-Native Plants)

**Palm Trees** – Palm trees must be pruned to remove dead fronds. The requirement is stated to: Remove potential fire hazards, especially near buildings or homes; increase visibility and safety near driveways, sidewalks, and cross streets. The requirement is to prevent damage to buildings, property or persons during periods of high winds.<sup>xviii</sup>

**Tree Removal** – Any tree removed for safety or other reasons must be removed to below ground level. If the tree is on a property line, the owner must obtain written approval from all parties concerned. (NOTE: See Fla. Stat. Section 163.045).<sup>xix</sup>

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

All lawn decorations, statues, planters, and the like shall be ecstatically harmonious with the community.<sup>xxi</sup>

**Privacy landscaping materials** are defined as an opaque roll down screen, vinyl lattice or vinyl spaced picket barrier, which is around decks, carports, or patios. Such materials may not exceed six (6) feet in height. No cumulative total of feet for all privacy screening on any one property may exceed thirty two (32) feet.<sup>xxii</sup> Said barrier or opaque screen shall comply with the provisions of Sec. 62-2109 Code of Ordinances of Brevard County, Florida.

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

Any privacy landscaping materials on any lot for which a previously approved ARCC permit has been issued that do not meet the requirements of these guidelines shall be deemed "grandfathered" for as long as such privacy landscaping materials remain in place. Upon removal of the grandfathered privacy landscaping materials, such grandfathered status shall be lost.

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

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

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

The following are recognized types:

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

Enclosed with fixed or movable vinyl windows/enclosure panels.

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

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

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

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

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

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

### **Decks**

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

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

### **Roof**

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

### **Skirting Material for the Home**

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

### **Siding Materials**

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

### **Steps & Handicap Ramps**

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Entrance steps to the home<sup>xxix</sup> must be constructed of concrete.

Steps to the home with a deck must be constructed of concrete, pressure treated wood, fiberglass or other ARCC approved material. Steps must land on concrete pad.<sup>xxx</sup>

Handicap ramps must be constructed of suitable building material and maintained in good condition. Ramps reducing the required space in a carport must be removed when no longer needed<sup>xxxix</sup> or when the home is sold.<sup>xxxii</sup>

### **Temporary Portable or Free-Standing Structures.** <sup>xxxiii</sup>

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

Above ground pools must be completely enclosed by a fence and/or secured with a locking ladder for safety reasons to prevent access to the pool. An in-ground pool must be completely fenced in to prevent access into the pool when not in use. <sup>xxxiv</sup>

Clotheslines – clotheslines and any outdoor drying apparatus are permitted on lots in Barefoot Bay. Any such clotheslines or drying apparatus must be placed to the rear of the residence and must be folded or removed overnight. Clothes lines may not be located within carports.<sup>xxxv</sup>

The following items are banned:

- Trampolines larger than 6 feet in diameter
- All tents, and portable shelters
- Car canopy's and garages
- All pop-up structures.
- Hot tub covers must be labeled ASTM F1346-91

## **Utility Building**

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### **Definition of Utility Building**

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

### **Materials**

1. Types of acceptable materials
  - a. Wood or aluminum framework
  - b. Siding consistent to that of the mobile home exterior and matching in its color.
  - c. Aluminum lap or vinyl siding over approved framework, with construction to match the exterior surface of the mobile home.
2. The use of metal on exterior framework or siding or T-111 siding<sup>xxxvi</sup> is not permitted.

### **Dimensions**

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

## Construction

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

## Used Mobile Homes

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

In addition, applicant must provide the following:

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

## Condition of Property

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The exterior of a home (including awnings, skirting, and roofing), driveways, or carport shall be maintained free of mildew, mold, dirt, rust, or grease which is visible when the house is viewed from the street or from an adjacent lot (See Article III, Section 2 of the Deed of Restrictions)

## Miscellaneous<sup>xxxvii</sup>

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### Furniture outside the home

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

### Fire Pits<sup>xxxviii</sup>

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Regulations are controlled by the Florida Fire Service

**An open fire pit is not allowed.**

Propane or natural gas fed fire devices or structures are allowed.

Above ground containers such as those purchased at a hardware or building material store made for burning, such as chimeneas are allowed. This type of device should not be located within 15 feet of a building or structure, or combustible material. The burning container cannot be located in any right of way. All fires should have a screen or other device to arrest or control escaping embers, which present a fire hazard.

Burning of yard waste, rubbish, plastic, rubber material, pesticides, aerosol containers and treated lumber is not allowed. It is suggested that proper safety measures are taken when burning, such as a garden hose or fire extinguisher.

### **Arbors, Pergolas, Trellises and<sup>xxxix</sup> Gazebos<sup>xl</sup>**

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May be freestanding, and do not need to be structurally attached to the home but must be anchored into the ground for safety purposes. Must meet setback requirements, must be maintained in good condition, and must meet Brevard County requirements.

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

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

### **Hurricane Shutters<sup>xli</sup> and Other Devices<sup>xlii</sup>**

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

Windows and doors in occupied dwelling units shall not be boarded or covered, except for the temporary installation or closure of storm shutters, panels, or other hurricane protection devices during the threat of storm. While such protection is provided, at least one door leading directly to the building exterior shall be provided.

Hurricane shutters must be removed by the end of Hurricane Season. Seasonal residents arriving after December 1<sup>st</sup>, must remove shutters as soon as possible after arriving.

Any device, strap, netting or other temporary items used during Hurricane season must be Removed at the end of Hurricane season or as soon as possible by seasonal residents.

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

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

### **Painting of wood<sup>xliv</sup>**

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Exposed wood sections of carports, utility buildings, patios, screen rooms, decks and lattice, arbors, pergolas, and trellises<sup>xlv</sup> must be painted and/or stained, providing the paint is aesthetically compatible with or blending in architecturally with the rest of the home and the other homes in Barefoot Bay.<sup>1</sup>

### **Prefabricated storage unit<sup>xlvi</sup>**

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

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## Plan Changes/Change Orders/Revisions<sup>xlvi</sup>

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After the initial approval by the ARCC, any changes to the approved plan must be resubmitted to the ARCC annotating the changes made. This is to ensure a proper paper trail of what the change was for future reference.

## Watercrafts<sup>xlvi</sup>

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Boats of any size are not allowed to be stored outside on the property. Kayaks, canoes, surf boards and paddleboards must be properly stored & secured in the rear of the residence.

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

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

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<sup>i</sup> Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020

<sup>ii</sup> Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018

<sup>iii</sup> Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018

<sup>iv</sup> Promulgated Rule approved June 7, 2011 and presented to the Board of Trustees July 8, 2011

<sup>v</sup> Promulgated Rule approved November 25, 2014 and presented to the Board of Trustees December 12, 2014

<sup>vi</sup> Promulgated Rule approved November 25, 2014 and presented to the Board of Trustees December 12, 2014

<sup>vii</sup> Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018

<sup>viii</sup> Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020

<sup>ix</sup> Promulgated Rule approved August 30, 2011 and presented to the Board of Trustees September 27, 2011

<sup>x</sup> Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018

<sup>xi</sup> Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020

<sup>xii</sup> Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018

<sup>xiii</sup> Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018

<sup>xiv</sup> Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018

<sup>xv</sup> Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020

<sup>xvi</sup> Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020

<sup>xvii</sup> Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018

<sup>xviii</sup> Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020

<sup>xix</sup> Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020

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- xx Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
  - xxi Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
  - xxii Promulgated Rule approved March 19, 2013 and presented to the Board of Trustees March 26, 2013
  - xxiii Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xxiv Promulgated Rule approved September 20, 2016 and presented to the Board of Trustees September 27, 2016
  - xxv Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xxvi Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xxvii Promulgated Rule approved September 20, 2016 and presented to the Board of Trustees September 27, 2016
  - xxviii Promulgated Rule approved January 17, 2012 and presented to the Board of Trustees December 9, 2011
  - xxix Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
  - xxx Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xxxi Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
  - xxxii Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xxxiii Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
  - xxxiv Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xxxv Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xxxvi Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xxxvii Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
  - xxxviii Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xxxix Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xl Promulgated Rule approved June 5, 2012 and presented to the Board of Trustees June 8, 2012
  - xli Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
  - xlii Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xliiii Promulgated Rule approved August 14, 2012 and presented to the Board of Trustees August 28, 2012
  - xliv Promulgated Rule approved April 3, 2018 and presented to the Board of Trustees April 13, 2018
  - xlv Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xlvi Promulgated Rule approved December 8, 2015 and presented to the Board of Trustees January 8, 2016
  - xlvii Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020
  - xlviii Promulgated Rule approved September 29, 2020 and presented to the Board of Trustees November 13, 2020



## Board of Trustees      Meeting Agenda Memo

Date: Friday, November 13, 2020

Title: **Property Owner Request for Forgiveness of Debt and Release of Lien**

Section & Item: 11.C

Department: Resident Relations, DOR

Fiscal Impact:

Contact:

Attachments:

Reviewed by

General Counsel:

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

### Requested Action by BOT

### Background and Summary Information



## Board of Trustees

### Meeting Agenda Memo

Date: Friday, November 13, 2020

Title: **Request for Forgiveness of Debt and Release of Liens: 919 Cashew Circle and 946 Pecan Circle**

Section & Item: 11.C.i

Department: Resident Relations, DOR

Fiscal Impact: \$15,120.29 (Largely Uncollectable)

Contact: Richard Armington, Resident Relations Manager, Charles Henley, Finance Manager, John W. Coffey ICMA-CM, Community Manager

Attachments: Tax Deed Sales - Barry Southard Valerie Gallo, 919 CASHEW CIRCLE, 946 PECAN CIRCLE, 901 Cashew\_ (002), 856 Laurel (002), 942 Pecan\_ (002), 944 Pecan\_ (002), 900 Hawthorn, 904 Hawthorn

Reviewed by

General

Counsel: N/A

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



#### Requested Action by BOT

Consideration of request by property owners for forgiveness of debts and release of liens.

#### Background and Summary Information

On 07/12/2019 the BOT approved a plan presented by staff to purchase tax certificates and call for the tax deed sales to encourage new home placement and decrease the amount of time and cost incurred by Property Services staff in maintaining the lots. Specifically, the following steps were proposed:

1. Identified the attached 12 vacant lots (addresses redacted in accordance with the spirit of the Neighborhood Revitalization Program) procedures) with tax deeds owned by Brevard County as potential lots to be purchased to spur the construction of new homes. The 12 lots have current DOR violations for tall grass resulting in Property Services cutting the grass and liens being placed on the properties for non-payment. Purchasing these lots are outside the normal parameters of the (NRP) thereby requiring BOT approval to proceed.
2. Acquisition and resale of these properties would require the following steps:
  1. Purchase one County held certificate more than two years old.
  2. Approximately 7 days after purchase call for tax deed sale.
  3. At tax deed sale BBRD will bid the minimum to acquire all other tax deeds and take possession of the properties (if BBRD does not win the sale our original purchase money will be paid back from purchaser)
  4. Once BBRD owns the properties they will be placed on Govdeals.com our website for all properties we auction.

When BBRD called for tax deed sale, another owner of tax certificates called for a tax deed sale on properties they owned resulting in new ownership of these properties and BBRD receiving over \$160,000 in back assessment fees.

Mr. Barry Southard and Valerie Gallo requested staff to waive the outstanding liens so as to make the property economically feasible for placement of a new home. Staff does not have the authority to grant such request, thereby,

Mr. Barry Southard and Valerie Gallo are now requesting the BOT waive \$15,120.29 in liens.

The majority of these liens are consider uncollectible and if the new owner (similar to past owners) simply walks away from the property, staff will resume the cost of maintenance and an estimated 5-7 years will be required for the property to go through the tax certificate/sale process again and then potentially end up on the County's unwanted property list. Unknown is how long Brevard County would hold on to said properties before turning them over to BBRD (as occurred in the past (in 2013 BBRD had ownership of two empty lots via this process). Although waiving the fees will appear to some as not collecting monies owed BBRD, the reality is these monies are likely to never be received and granting such a waiver will spur new home placement, new one-time social member and assessment fees being paid in addition to revitalizing distressed neighborhoods in BBRD.

Staff recommends that the BOT in the intent of the NRP program forgive and release the liens on the 919 Cashew Circle and 946 Pecan Circle.

### Doubtful Accounts Sold at Tax Deed Sale on 9/24/20

Customer ID	Address	Pre 2009 Assessments	DOR Violations	Late Fees	Legal Fees	Lien Fees	Social Membership	Surviving Charges Total	Other Charges	BBRD Total
0641	919 Cashew Cir	-	7,350.00	-	-	50.32	-	7,400.32	-	7,400.32
0902	946 Pecan Cir	-	1,610.00	-	-	-	529.65	2,139.65	-	2,139.65
7000-0902.01		-	5,530.00	-	50.32	-	-	5,580.32	-	5,580.32
		-	14,490.00	-	50.32	50.32	529.65	15,120.29	-	15,120.29

Customer ID: **0641****Barefoot Bay Recreation District  
Account Statement**

Invoice Number	Invoice Date	Description	Amount
Lot Mow #0641 1/13	1/15/13	DOR	70.00
lot Mow 0641 2/19	2/19/13	DOR	70.00
Lot Mow #0641 4/13	4/23/13	DOR	70.00
Lot Mow May13 #0641	5/21/13	DOR	70.00
#0641 Lot Mow	6/11/13	DOR	70.00
Lot Mow #0641 7/2/13	7/2/13	DOR	70.00
Lot Mow#0641 7/23/13	7/23/13	DOR	70.00
Aug Lot Mow #0641	8/20/13	DOR	70.00
Lot Mow #0641 9/5/13	9/5/13	DOR	70.00
Lot Mow 9/23/13 0641	9/23/13	DOR	70.00
Lot Mow 10/13 #0641	10/10/13	DOR	70.00
Lot Mow#0641	12/18/13	DOR	70.00
lot Mow 1/22#0641	1/22/14	DOR	70.00
MOw 3/10 #0641	3/10/14	DOR	70.00
Lot Mow #0641 JH	4/25/14	DOR	70.00
Lot Mow 0641 6/14	6/18/14	DOR	70.00
Lot Mow 5/14 #0641	7/1/14	DOR	70.00
Lot Mow 0641 Jul2014	7/15/14	DOR	70.00
Lot-Mow #0641 Aug 14	8/5/14	DOR	70.00
Lot Mow #0641	8/19/14	DOR	70.00
Lot Mow #0641 9/14	9/9/14	DOR	70.00
Sept Lot Mow #0641	10/1/14	DOR	70.00
Oct Lot Mow #0641	10/21/14	DOR	70.00
Dec Lot Mow #0641	12/15/14	DOR	70.00
mar Lot Mow #0641	3/13/15	DOR	70.00
Apr Lot Mow #0641	4/9/15	DOR	70.00
May Lot Mow #0641	5/14/15	DOR	70.00
Jun Lot Mow #0641	6/12/15	DOR	70.00
Jul Lot Mow #0641	7/14/15	DOR	70.00
Jul2015 LotMow #0641	7/28/15	DOR	70.00
Aug15 lot mow #0641	8/13/15	DOR	70.00
Aug15 LM#0641	8/28/15	DOR	70.00
Sep Lot Mow #0641	9/24/15	DOR	70.00
Oct Lot Mow#0641	10/8/15	DOR	70.00
Dec Lot Mow 0641	12/10/15	DOR	70.00
Feb Lot Mow #0641	2/5/16	DOR	70.00
Mar Lot Mow#0641	3/28/16	DOR	70.00
Apr Lot Mow 0641	4/25/16	DOR	70.00
May Lot Mow#0641	5/27/16	DOR	70.00
Jun Lot Mow 0641	6/10/16	DOR	70.00
Jun2016 Lot Mow 0641	6/23/16	DOR	70.00
Jul Lot Mow 0641	7/7/16	DOR	70.00
Jul 21 Lot Mow #0641	7/21/16	DOR	70.00

Customer ID: **0641****Barefoot Bay Recreation District**  
**Account Statement**

Aug 16 Lot Mow #0641	8/4/16	DOR	70.00
Aug 2016 LM #0641	8/18/16	DOR	70.00
Sept 16 Lot Mow#0641	9/23/16	DOR	70.00
Oct 16 Lot Mow #0641	10/18/16	DOR	70.00
Nov 16 Lot Mow #0641	11/15/16	DOR	70.00
Jan 17 Lot Mow #0641	1/19/17	DOR	70.00
Apr 17 Lot Mow #0641	4/18/17	DOR	70.00
Jun 17 Lot Mow #0641	6/9/17	DOR	70.00
Jun 17 Lot Mow *0641	6/19/17	DOR	70.00
Jul 17 Lot Mow #0641	7/7/17	DOR	70.00
Jul 17 Lot Mow *0641	7/20/17	DOR	70.00
Aug 17 Lot Mow #0641	8/3/17	DOR	70.00
Aug17 Lot Mow #0641	8/17/17	DOR	70.00
Sep17 Lot Mow #0641	8/31/17	DOR	70.00
28Sep17 Lot Mow 0641	9/28/17	DOR	70.00
12Oct17 LM 0641	10/12/17	DOR	70.00
LM 24Oct17 0641	10/24/17	DOR	70.00
LM 30Nov17 0641	11/30/17	DOR	70.00
0641 LM Jan2018	1/25/18	DOR	70.00
0641 LM Mar2018	3/8/18	DOR	70.00
0641 LM May 2018	5/10/18	DOR	70.00
Lot Mow#0641 5/29	5/29/18	DOR	70.00
180629919Cashew	6/29/18	DOR	70.00
180713919 Cashew Cir	7/13/18	DOR	70.00
Lot Mow#0641 6/14	6/14/18	DOR	70.00
180727919 Cashew Cir	7/27/18	DOR	70.00
180810919 Cashew Cir	8/10/18	DOR	70.00
180824919 Cashew Cir	8/23/18	DOR	70.00
180907919 Cashew Cir	9/7/18	DOR	70.00
180921919 Cashew Cir	9/21/18	DOR	70.00
181005919 Cashew Cir	10/5/18	DOR	70.00
Lot Mow#0641 1902	2/21/19	DOR	70.00
190328 919 Cashew Ci	3/28/19	DOR	70.00
190502 919 Cashew Ci	5/2/19	DOR	70.00
190523 919 Cashew Ci	5/23/19	DOR	70.00
190621 919 Cashew Ci	6/21/19	DOR	70.00
190712 919 Cashew Ci	7/12/19	DOR	70.00
190726 919 Cashew Ci	7/26/19	DOR	70.00
190809 919 Cashew Ci	8/9/19	DOR	70.00
190823 919 Cashew Ci	8/23/19	DOR	70.00
190913 919 Cashew Ci	9/13/19	DOR	70.00
190927 919 Cashew Ci	9/27/19	DOR	70.00
191011 919 Cashew Ci	10/11/19	DOR	70.00
191025 919 Cashew Ci	10/25/19	DOR	70.00

Customer ID: **0641**

**Barefoot Bay Recreation District**  
**Account Statement**

191108 919 Cashew Ci	11/8/19	DOR	70.00
191122 919 Cashew Ci	11/22/19	DOR	70.00
200116 919 Cashew Ci	1/16/20	DOR	70.00
200229 919 Cashew Ci	2/29/20	DOR	70.00
200501 919 Cashew Ci	5/1/20	DOR	70.00
200604 919 Cashew Ci	6/4/20	DOR	70.00
200619 919 Cashew Ci	6/19/20	DOR	70.00
200702 919 Cashew Ci	7/2/20	DOR	70.00
200724 919 Cashew Ci	7/24/20	DOR	70.00
200807 919 Cashew Ci	8/7/20	DOR	70.00
200821 919 Cashew Ci	8/21/20	DOR	70.00
200904 919 Cashew Ci	9/4/20	DOR	70.00
200918 919 Cashew Ci	9/18/20	DOR	70.00
201002 919 Cashew Ci	10/2/20	DOR	70.00
201016 919 Cashew Ci	10/16/20	DOR	70.00
201029 919 Cashew Ci	10/29/20	DOR	70.00
1st Lot Mow0641Nov16	11/16/12	DOR	140.00
		<b>DOR Total</b>	7,350.00
0641 lien fee	1/28/13	Lien	50.32
		<b>Lien Total</b>	50.32

**Grand Total** 7,400.32

Customer ID: **0902****Barefoot Bay Recreation District  
Account Statement**

Invoice Number	Invoice Date	Description	Amount
190523 946 Pecan Cir	5/23/19	DOR	70.00
190621 946 Pecan Cir	6/21/19	DOR	70.00
190712 946 Pecan Cir	7/12/19	DOR	70.00
190726 946 Pecan Cir	7/26/19	DOR	70.00
190809 946 Pecan Cir	8/9/19	DOR	70.00
190823 946 Pecan Cir	8/23/19	DOR	70.00
190913 946 Pecan Cir	9/13/19	DOR	70.00
190927 946 Pecan Cir	9/27/19	DOR	70.00
191011 946 Pecan Cir	10/11/19	DOR	70.00
191025 946 Pecan Cir	10/25/19	DOR	70.00
191108 946 Pecan Cir	11/8/19	DOR	70.00
191122 946 Pecan Cir	11/22/19	DOR	70.00
200116 946 Pecan Cir	1/16/20	DOR	70.00
200229 946 Pecan Cir	2/29/20	DOR	70.00
200604 946 Pecan Cir	6/4/20	DOR	70.00
200619 946 Pecan Cir	6/19/20	DOR	70.00
200702 946 Pecan Cir	7/2/20	DOR	70.00
200724 946 Pecan Cir	7/24/20	DOR	70.00
200807 946 Pecan Cir	8/7/20	DOR	70.00
200821 946 Pecan Cir	8/21/20	DOR	70.00
200904 946 Pecan Cir	9/4/20	DOR	70.00
200918 946 Pecan C	9/18/20	DOR	70.00
201002 946 Pecan C	10/2/20	DOR	70.00
		<b>DOR Total</b>	1,610.00
Social Fee #0902	5/15/19	Social	529.65
		<b>Social Total</b>	529.65
		<b>Grand Total</b>	2,139.65



Customer ID: **0902.01** **Barefoot Bay Recreation District**  
**Account Statement**

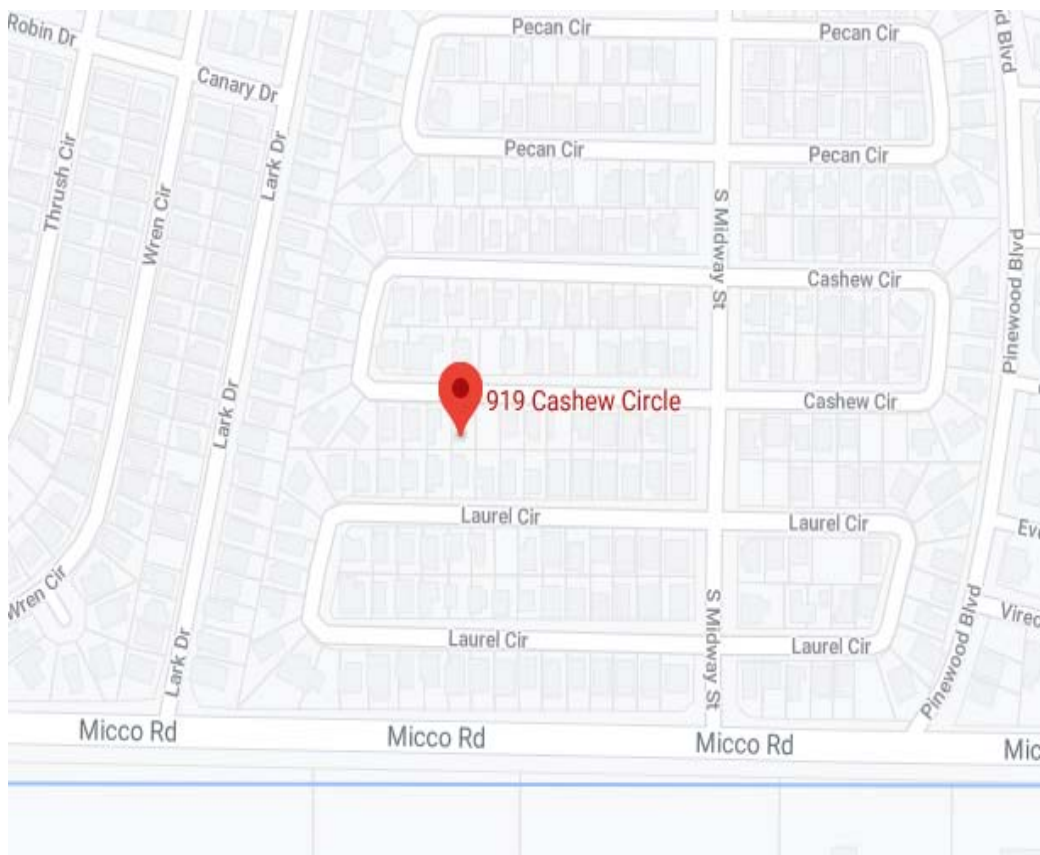
Invoice Number	Invoice Date	Description	Amount
Lot Mow 0902 Oct 1	10/1/12	DOR	70.00
Lot Mow 0902 Oct 30	10/30/12	DOR	70.00
Lot Mow #0902 1/13	1/15/13	DOR	70.00
lot Mow 0902 2/19	2/19/13	DOR	70.00
Lot Mow #0902 4/13	4/23/13	DOR	70.00
Lot Mow May13 #0902	5/21/13	DOR	70.00
#0902 Lot Mow	6/10/13	DOR	70.00
Lot Mow #0902 7/2/13	7/2/13	DOR	70.00
Lot Mow#0902 7/23/13	7/23/13	DOR	70.00
Aug Lot Mow #0902	8/20/13	DOR	70.00
Lot Mow #0902 9/5/13	9/5/13	DOR	70.00
Lot Mow 9/23/13 0902	9/23/13	DOR	70.00
Lot Mow 10/13 #0902	10/10/13	DOR	70.00
Lot Mow#0902	12/18/13	DOR	70.00
lot Mow 1/22#0902	1/22/14	DOR	70.00
Mow 3/10 #0902	3/10/14	DOR	70.00
Lot Mow #0902 JH	4/25/14	DOR	70.00
Lot Mow 0902 6/14	6/18/14	DOR	70.00
Lot Mow 5/14 #0902	7/1/14	DOR	70.00
Lot Mow 0902 Jul2014	7/15/14	DOR	70.00
Lot-Mow #0902 Aug 14	8/5/14	DOR	70.00
Lot mow #0902	8/19/14	DOR	70.00
Lot Mow #0902 9/14	9/8/14	DOR	70.00
Sept Lot Mow #0902	10/1/14	DOR	70.00
Dec Lot Mow #0902	12/12/14	DOR	70.00
Jan Lot Mow #0902	1/27/15	DOR	70.00
Mar Lot Mow #0902	3/13/15	DOR	70.00
Apr Lot Mow #0902	4/9/15	DOR	70.00
May Lot Mow #0902	5/14/15	DOR	70.00
Jun Lot Mow #0902	6/12/15	DOR	70.00
Jul Lot Mow #0902	7/13/15	DOR	70.00
Jul2015 LotMow #0902	7/28/15	DOR	70.00
Aug15 lot mow #0902	8/13/15	DOR	70.00
Aug15 LM#0902	8/28/15	DOR	70.00
Sep Lot Mow #0902	9/24/15	DOR	70.00
Oct Lot Mow#0902	10/8/15	DOR	70.00
Dec Lot Mow 0902	12/10/15	DOR	70.00
Feb Lot Mow #0902	2/4/16	DOR	70.00
Mar Lot Mow#0902	3/24/16	DOR	70.00
Apr Lot Mow 0902	4/25/16	DOR	70.00
May Lot Mow#0902	5/26/16	DOR	70.00
Jun Lot Mow 0902	6/10/16	DOR	70.00
Jun2016 Lot Mow 0902	6/23/16	DOR	70.00

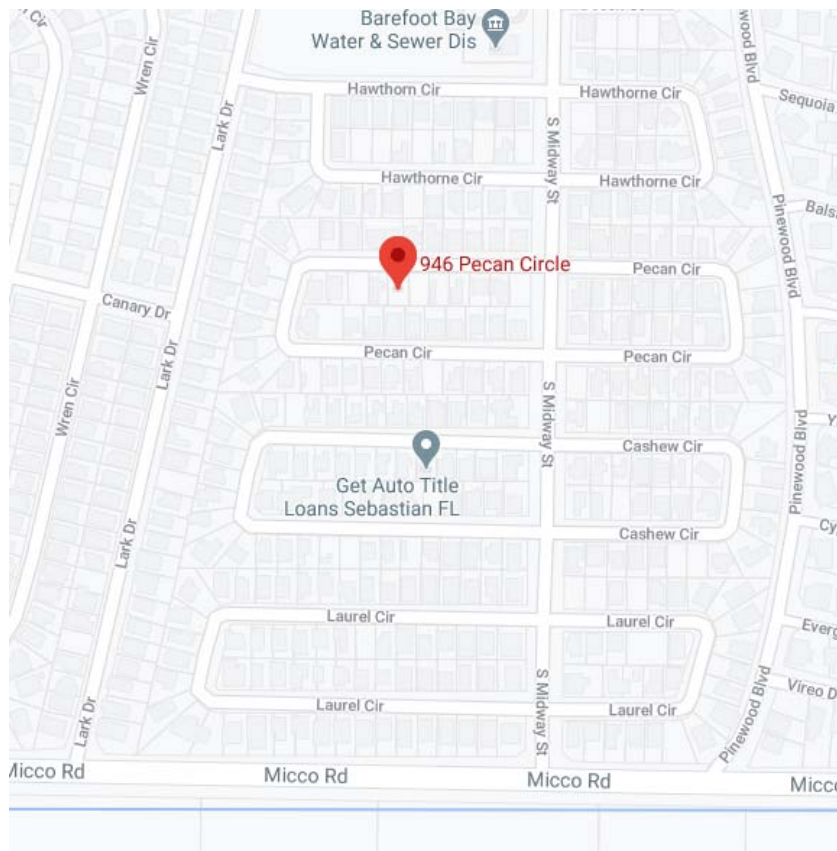
Customer ID: **0902.01**      **Barefoot Bay Recreation District**  
**Account Statement**

Jul Lot Mow 0902	7/7/16	DOR	70.00
Jul 21 Lot Mow #0902	7/21/16	DOR	70.00
Aug 16 Lot Mow #0902	8/4/16	DOR	70.00
Aug 2016 LM #0902	8/18/16	DOR	70.00
Sept 16 Lot Mow#0902	9/22/16	DOR	70.00
Oct 16 Lot Mow #0902	10/18/16	DOR	70.00
jan 17 Lot Mow #0902	1/18/17	DOR	70.00
feb 17 Lot Mow #0902	2/16/17	DOR	70.00
Apr 17 Lot Mow #0902	4/18/17	DOR	70.00
Jun 17 Lot Mow #0902	6/9/17	DOR	70.00
Jun 17 Lot Mow *0902	6/19/17	DOR	70.00
Jul 17 Lot Mow *0902	7/20/17	DOR	70.00
Aug 17 Lot Mow #0902	8/3/17	DOR	70.00
Aug17 Lot Mow #0902	8/17/17	DOR	70.00
Sep17 Lot Mow #0902	8/31/17	DOR	70.00
28Sep17 Lot Mow 0902	9/28/17	DOR	70.00
12Oct17 LM 0902	10/12/17	DOR	70.00
LM 24Oct17 0902	10/24/17	DOR	70.00
LM 30Nov17 0902	11/30/17	DOR	70.00
0902 LM Jan2018	1/25/18	DOR	70.00
0902 LM Mar2018	3/8/18	DOR	70.00
0902 LM May 2018	5/10/18	DOR	70.00
Lot Mow#0902 5/29	5/29/18	DOR	70.00
180629946Pecan	6/29/18	DOR	70.00
180713946 Pecan Cir	7/13/18	DOR	70.00
Lot Mow#0902 6/14	6/14/18	DOR	70.00
180727946 Pecan Cir	7/27/18	DOR	70.00
180810946 Pecan Cir	8/10/18	DOR	70.00
180824946 Pecan Cir	8/23/18	DOR	70.00
180907946 Pecan Cir	9/7/18	DOR	70.00
180921946 Pecan Cir	9/21/18	DOR	70.00
181019 946 Pecan Cir	1/15/19	DOR	70.00
190328 946 Pecan Cir	3/28/19	DOR	70.00
190502 946 Pecan Cir	5/2/19	DOR	70.00
1st Lot Mow #0902	9/18/12	DOR	140.00
<b>DOR Total</b>			5,530.00
0902 lien fee 2012	12/6/12	Lien	50.32
<b>Lien Total</b>			50.32

**Grand Total**      5,580.32























## Board of Trustees

## Meeting Agenda Memo

Date: Friday, November 13, 2020

Title: **Request for Forgiveness of Debt and Release of Liens: 893 Pecan Circle**

Section & Item: 11.C.ii

Department: Resident Relations, DOR

Fiscal Impact: \$6,910.32 (Largely Uncollectable)

Contact: Richard Armington, Resident Relations Manager, Charles Henley, Finance Manager, John W. Coffey ICMA-CM, Community Manager

Attachments: Tax Deed Sales - Michael J. Santis, 893 PECAN CIRCLE

Reviewed by

General Counsel: N/A

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



### Requested Action by BOT

Review of request by property owner for forgiveness of debt and release of liens.

### Background and Summary Information

On 07/12/2019 the BOT approved a plan presented by staff to purchase tax certificates and call for the Tax deed sales to encourage new home placement and decrease the amount of time and cost incurred by Property Services staff in maintaining the lots. Specifically, the following steps were proposed:

1. Identified the attached 12 vacant lots (addresses redacted in accordance with the spirit of the Neighborhood Revitalization Program) procedures) with tax deeds owned by Brevard County as potential lots to be purchased to spur the construction of new homes. The 12 lots have current DOR violations for tall grass resulting in Property Services cutting the grass and liens being placed on the properties for non-payment. Purchasing these lots are outside the normal parameters of the (NRP) thereby requiring BOT approval to proceed.
2. Acquisition and resale of these properties would require the following steps:
  1. Purchase one County held certificate more than two years old.
  2. Approximately 7 days after purchase call for tax deed sale.
  3. At Tax Deed sale BBRD will bid the minimum to acquire all other tax deeds and take possession of the properties (if BBRD does not win the sale our original purchase money will be paid back from purchaser)
  4. Once BBRD owns the properties they will be placed on Govdeals.com our website for all properties we auction.

When BBRD called for tax deed sale, another owner of tax certificates called for a tax deed sale on properties they owned resulting in new ownership of these properties and BBRD receiving over \$160,000 in back assessment fees.

Mr. Michael Santis request staff to waive the outstanding liens so as to make the property economically feasible for placement of a new home. Staff does not have the authority to grant such request, thereby, Mr. Michael Santis is now requesting the BOT waive \$6,910.32 in liens.

The majority of these liens are consider uncollectible and if the new owner (similar to past owners) simply walks away from the property, staff will resume the cost of maintenance and an estimated 5-7 years will be required for the property to go through the tax certificate/sale process again and then potentially end up on the County's unwanted property list. Unknown is how long Brevard County would hold on to said properties before turning them over to BBRD

(as occurred in the past (in 2013 BBRD had ownership of two empty lots via this process). Although waiving the fees will appear to some as not collecting monies owed BBRD, the reality is these monies are likely to never be received and granting such a waiver will spur new home placement, new one-time social member and assessment fees being paid in addition to revitalizing distressed neighborhoods in BBRD.

Staff recommends that the BOT in the intent of the NRP program forgive and release the liens on the 893 Pecan Circle.

### Doubtful Accounts Sold at Tax Deed Sale on 9/2

Customer ID	Address	Pre 2009 Assessments	DOR Violations	Late Fees	Legal Fees	Lien Fees
0830	893 Pecan Cir.		6,860.00			50.32
		-	6,860.00	-	-	50.32

24/20

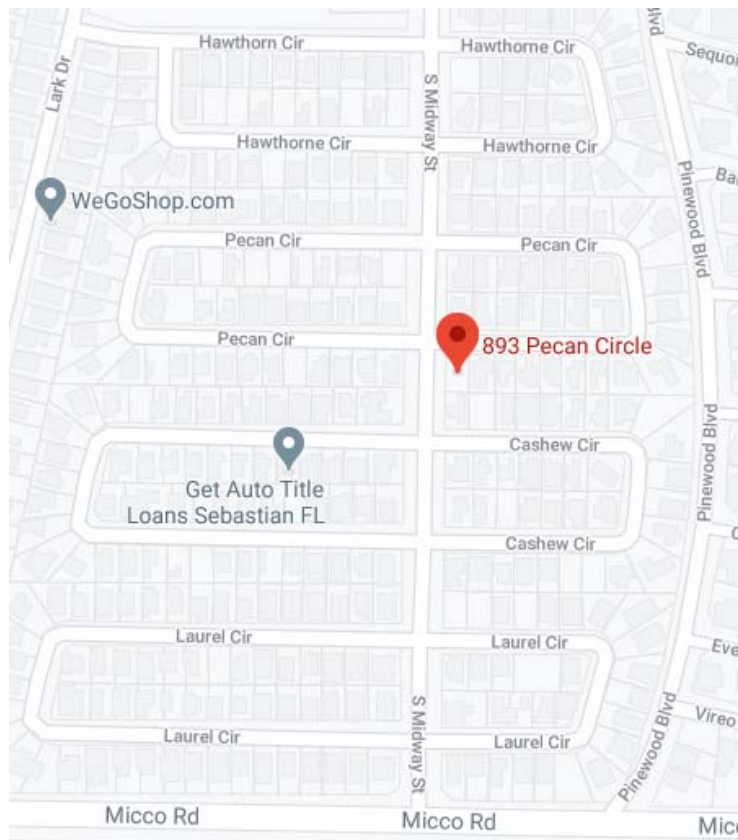
Social Membership	Surviving Charges Total	Other Charges	BBRD Total
	6,910.32	-	6,910.32
-	6,910.32	-	6,910.32

Customer ID: **0830**

**Barefoot Bay Recreation District**  
**Account Statement**

Invoice Number	Invoice Date	Description	Amount
		<b>DOR Total</b>	6,860.00
		<b>Lien Total</b>	50.32
		<b>Grand Total</b>	<b>6,910.32</b>





## Board of Trustees

## Meeting Agenda Memo

Date: Friday, November 13, 2020

Title: **Request for Forgiveness of Debt and Release of Liens: 813 Beech Court**

Section & Item: 11.C.iii

Department: Resident Relations, DOR

Fiscal Impact: \$6560.32 (Largely Uncollectable)

Contact: Richard Armington, Resident Relations Manager, Charles Henley, Finance Manager, John W. Coffey ICMA-CM, Community Manager

Attachments: Tax Deed Sales - Kristen Lee, 813 BEECH COURT

Reviewed by

General Counsel: N/A

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



### Requested Action by BOT

Review of request by property owner for forgiveness of debt and release of liens.

### Background and Summary Information

On 07/12/2019 the BOT approved a plan presented by staff to purchase tax certificates and call for the tax deed sales to encourage new home placement and decrease the amount of time and cost incurred by Property Services staff in maintaining the lots. Specifically, the following steps were proposed:

1. Identified the attached 12 vacant lots (addresses redacted in accordance with the spirit of the Neighborhood Revitalization Program) procedures) with tax deeds owned by Brevard County as potential lots to be purchased to spur the construction of new homes. The 12 lots have current DOR violations for tall grass resulting in Property Services cutting the grass and liens being placed on the properties for non-payment. Purchasing these lots are outside the normal parameters of the (NRP) thereby requiring BOT approval to proceed.
2. Acquisition and resale of these properties would require the following steps:
  1. Purchase one County held certificate more than two years old.
  2. Approximately 7 days after purchase call for tax deed sale.
  3. At tax deed sale BBRD will bid the minimum to acquire all other tax deeds and take possession of the properties (if BBRD does not win the sale our original purchase money will be paid back from purchaser)
  4. Once BBRD owns the properties they will be placed on Govdeals.com our website for all properties we auction.

When BBRD called for tax deed sale, another owner of tax certificates called for a tax deed sale on properties they owned resulting in new ownership of these properties and BBRD receiving over \$160,000 in back assessment fees.

Ms. Kristen Lee request staff to waive the outstanding liens so as to make the property economically feasible for placement of a new home. Staff does not have the authority to grant such request, thereby, Ms. Kristen Lee is now requesting the BOT waive \$6,560.32 in liens.

The majority of these liens are consider uncollectible and if the new owner (similar to past owners) simply walks away from the property, staff will resume the cost of maintenance and an estimated 5-7 years will be required for the property to go through the tax certificate/sale process again and then potentially end up on the County's unwanted property list. Unknown is how long Brevard County would hold on to said properties before turning them over to BBRD

(as occurred in the past (in 2013 BBRD had ownership of two empty lots via this process). Although waiving the fees will appear to some as not collecting monies owed BBRD, the reality is these monies are likely to never be received and granting such a waiver will spur new home placement, new one-time social member and assessment fees being paid in addition to revitalizing distressed neighborhoods in BBRD.

Staff recommends that the BOT in the intent of the NRP program forgive and release the liens on the 813 Beech Court.

### Doubtful Accounts Sold at Tax Deed Sale on 9/2

Customer ID	Address	Pre 2009 Assessments	DOR Violations	Late Fees	Legal Fees	Lien Fees
1048	813 Beach Ct		6,510.00			50.32
		-	6,510.00	-	-	50.32

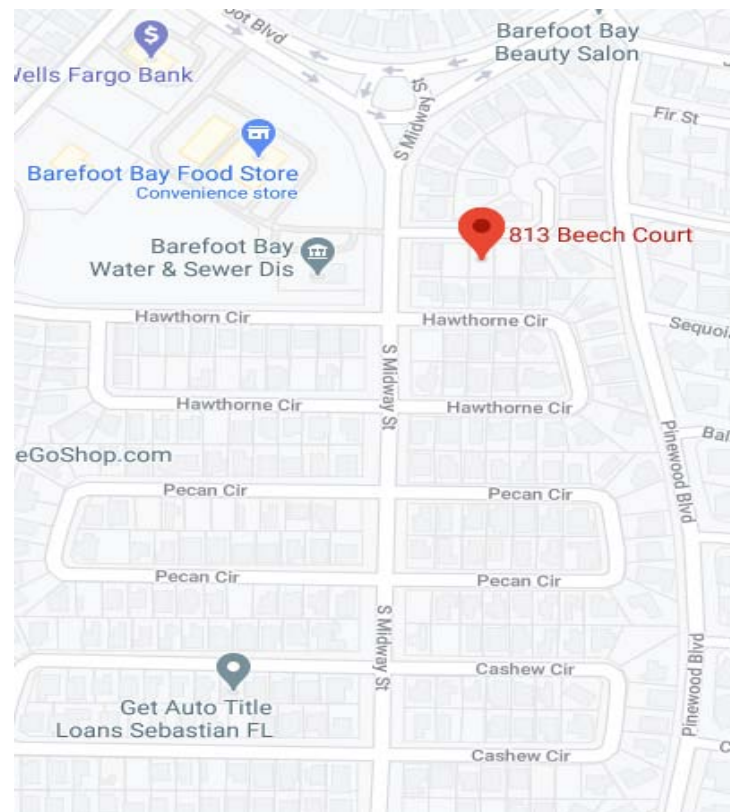
24/20

Social Membership	Surviving Charges Total	Other Charges	BBRD Total
	6,560.32	-	6,560.32
-	6,560.32	-	6,560.32

Customer ID: **1048**

**Barefoot Bay Recreation District**  
**Account Statement**

Invoice Number	Invoice Date	Description	Amount
		<b>DOR Total</b>	6,510.00
		<b>Lien Total</b>	50.32
		<b>Grand Total</b>	6,560.32



## Board of Trustees Meeting Agenda Memo

Date: Friday, November 13, 2020

Title: **Request for Forgiveness of Debt and Release of Liens: 853 Laurel Circle, 881 Cashew Circle, 857 Laurel Circle, 958 Laurel Circle, 413 Plover Drive, 919 Vireo Drive, 804 Wren Circle, 1025 Oriole Circle, 614 Puffin Drive, 619 Oleander Circle, 1222 Chipewa Drive and 1213 Chipewa Drive**

Section & Item: 11.C.iv

Department: Resident Relations, DOR

Fiscal Impact: \$116,509.65 (Largely Uncollectable)

Impact:

Contact: Richard Armington, Resident Relations Manager, Charles Henley, Finance Manager, John W. Coffey ICMA-CM, Community Manager

Attachments : Tax Deed Sales - Charles Brooks, 853 LAUREL CIRCLE, 881 CASHEW CIRCLE, 857 LAUREL CIRCLE , 958 LAUREL CIRCLE, 413 PLOVER DRIVE , 919 VIREO DRIVE , 804 WREN CIRCLE, 1025 ORIOLE CIRCLE , 614 PUFFIN DRIVE , 619 OLEANDER CIRCLE, 1222 CHIPEWA DRIVE , 1213 CHIPEWA DRIVE

Reviewed by

General

Counsel: N/A

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

### Requested Action by BOT

Review of request by property owner for forgiveness of debts and release of liens.

### Background and Summary Information

On 07/12/2019 the BOT approved a plan presented by staff to purchase tax certificates and call for the Tax deed sales to encourage new home placement and decrease the amount of time and cost incurred by Property Services staff in maintaining the lots. Specifically, the following steps were proposed:

1. Identified the attached 12 vacant lots (addresses redacted in accordance with the spirit of the Neighborhood Revitalization Program) procedures) with tax deeds owned by Brevard County as potential lots to be purchased to spur the construction of new homes. The 12 lots have current DOR violations for tall grass resulting in Property Services cutting the grass and liens being placed on the properties for non-payment. Purchasing these lots are outside the normal parameters of the (NRP) thereby requiring BOT approval to proceed.
2. Acquisition and resale of these properties would require the following steps:
  1. Purchase one County held certificate more than two years old.
  2. Approximately 7 days after purchase call for tax deed sale.
  3. At Tax Deed sale BBRD will bid the minimum to acquire all other tax deeds and take possession of the properties (if BBRD does not win the sale our original purchase money will be paid back from purchaser)
  4. Once BBRD owns the properties they will be placed on Govdeals.com our website for all properties we auction.

When BBRD called for tax deed sale, another owner of tax certificates called for a tax deed sale on properties they owned resulting in new ownership of these properties and BBRD receiving over \$160,000 in back assessment fees.

Mr. Charles Brooks request staff to waive the outstanding liens so as to make the property economically feasible for placement of a new home. Staff does not have the authority to grant such request, thereby, Mr. Charles Brooks is now requesting the BOT waive \$116,509.65 in liens.

The majority of these liens are consider uncollectible and if the new owner (similar to past owners) simply walks away from the property, staff will





resume the cost of maintenance and an estimated 5-7 years will be required for the property to go through the tax certificate/sale process again and then potentially end up on the County's unwanted property list. Unknown is how long Brevard County would hold on to said properties before turning them over to BBRD (as occurred in the past (in 2013 BBRD had ownership of two empty lots via this process). Although waiving the fees will appear to some as not collecting monies owed BBRD, the reality is these monies are likely to never be received and granting such a waiver will spur new home placement, new one-time social member and assessment fees being paid in addition to revitalizing distressed neighborhoods in BBRD.

Staff recommends that the BOT in the intent of the NRP program forgive and release the liens on the 853 Laurel Circle, 881 Cashew Circle, 857 Laurel Circle, 958 Laurel Circle, 413 Plover Drive, 919 Vireo Drive, 804 Wren Circle, 1025 Oriole Circle, 614 Puffin Drive, 619 Oleander Circle, 1222 Chipewa Drive and 1213 Chipewa Drive

**Doubtful Accounts Sold at Tax Deed Sale on 9/24/20**

Customer ID	Address	Pre 2009 Assessments	DOR Violations	Late Fees	Legal Fees	Lien Fees	Social Membership	Surviving Charges Total	Other Charges	BBRD Total
0108	853 Laurel Cir	796.00	8,940.00	1,280.00	175.00	100.64		11,291.64	-	11,291.64
0352	881 Cashew Cir	399.00	9,490.00	1,310.00		50.32	524.70	11,774.02	-	11,774.02
7000-0352.01		2,189.00	1,700.00		175.00			4,064.00	-	4,064.00
0368	857 Laurel Cir	342.00	7,980.00	1,230.00	175.00	100.64		9,827.64	-	9,827.64
0541	958 Laurel Cir	-	7,070.00	-	-	50.32	-	7,120.32	-	7,120.32
0635	413 Plover Dr	399.00	9,340.00	1,310.00	-	50.32	524.70	11,624.02	-	11,624.02
7000-0635.01		2,021.00	2,200.00	-	-	49.64	-	4,270.64	-	4,270.64
1083	919 Vireo Dr	570.00	8,670.00	1,300.00	350.00	150.96	-	11,040.96	-	11,040.96
1254	804 Wren Cir	285.00	4,004.00	1,270.00	175.00	100.64	-	5,834.64	-	5,834.64
1353	1025 Oriole Cir	-	4,830.00	-	-	50.32	-	4,880.32	-	4,880.32
1685	614 Puffin Dr	-	7,140.00	920.00	-	50.32	524.70	8,635.02	-	8,635.02
7000-1685.01		1,188.00	3,050.00	360.00	356.15	50.32	524.70	5,529.17	-	5,529.17
2898	619 Oleander Cir	114.00	8,733.98	1,170.00	175.00	100.64	-	10,293.62	-	10,293.62
4920	1222 Chipewa Dr	908.00	-	1,270.00	175.00	50.32	-	2,403.32	-	2,403.32
4952	1213 Chipewa Dr	-	7,870.00	-	-	50.32	-	7,920.32	-	7,920.32
		9,211.00	91,017.98	11,420.00	1,756.15	1,005.72	2,098.80	116,509.65	-	116,509.65

Customer ID: **0108**

**Barefoot Bay Recreation District**  
**Account Statement**

Invoice Number	Invoice Date	Description	Amount
		<b>Assessments Total</b>	796.00
		<b>Late Fee Total</b>	1,280.00
		<b>Legal Total</b>	175.00
		<b>LIEN Fee Total</b>	100.64
		<b>DOR Violation Fees Total</b>	8,940.00
		<b>Grand Total</b>	11,291.64

Customer ID: **0352**

**Barefoot Bay Recreation District**  
**Account Statement**

Invoice Number	Invoice Date	Description	Amount
		<b>Assessments Total</b>	399.00
		<b>DOR Violation Fees Total</b>	9,490.00
		<b>Late Fees Total</b>	1,310.00
		<b>Lien Fees Total</b>	50.32
		<b>Social Membership Total</b>	524.70
		<b>Grand Total</b>	11,774.02

Customer ID: **0352.01**      **Barefoot Bay Recreation District**  
**Account Statement**

Invoice Number	Invoice Date	Description	Amount
		<b>Assessments Total</b>	2,189.00
		<b>DOR Violation Fees Total</b>	1,700.00
		<b>Legal Fees Total</b>	175.00
		<b>Grand Total</b>	4,064.00

Customer ID: **0368**

**Barefoot Bay Recreation District**  
**Account Statement**

Invoice Number	Invoice Date	Description	Amount
		<b>Assessments Total</b>	342.00
		<b>DOR Violation Fees Total</b>	7,980.00
		<b>Late Fees Total</b>	1,230.00
		<b>Legal Total</b>	175.00
		<b>Lien Fees Total</b>	100.64
		<b>Grand Total</b>	9,827.64

Customer ID: **0541**

**Barefoot Bay Recreation District**  
**Account Statement**

Invoice Number	Invoice Date	Description	Amount
		<b>DOR Violation Fees Total</b>	7,070.00
		<b>Lien Fees Total</b>	50.32
		<b>Grand Total</b>	7,120.32

Customer ID: **0635**

**Barefoot Bay Recreation District**  
**Account Statement**

Invoice Number	Invoice Date	Description	Amount
		<b>Assessments Total</b>	399.00
		<b>DOR Violation Fees Total</b>	9,340.00
		<b>Late Fee Total</b>	1,310.00
		<b>Lien Fees Total</b>	50.32
		<b>Social Membership Total</b>	524.70
		<b>Grand Total</b>	11,624.02



Customer ID: **0635.01**      **Barefoot Bay Recreation District**  
**Account Statement**

Invoice Number	Invoice Date	Description	Amount
		<b>Assessment Total</b>	2,021.00
		<b>DOR Total</b>	2,200.00
		<b>Lien Total</b>	49.64
		<b>Grand Total</b>	4,270.64

Customer ID: **1083**

**Barefoot Bay Recreation District**  
**Account Statement**

Invoice Number	Invoice Date	Description	Amount
		<b>Assessment Total</b>	570.00
		<b>DOR Total</b>	8,670.00
		<b>Late Total</b>	1,300.00
		<b>Legal Total</b>	350.00
		<b>Lien Total</b>	150.96
		<b>Grand Total</b>	11,040.96

Customer ID: **1254**

**Barefoot Bay Recreation District**  
**Account Statement**

Invoice Number	Invoice Date	Description	Amount
		<b>Assessments Total</b>	285.00
		<b>DOR Total</b>	4,004.00
		<b>Late Total</b>	1,270.00
		<b>Legal Total</b>	175.00
		<b>Lien Total</b>	100.64
		<b>Grand Total</b>	5,834.64

Customer ID: **1353**

**Barefoot Bay Recreation District**  
**Account Statement**

Invoice Number	Invoice Date	Description	Amount
		<b>DOR Total</b>	4,830.00
		<b>Lien Total</b>	50.32
		<b>Grand Total</b>	4,880.32

Customer ID: **1685**

**Barefoot Bay Recreation District**  
**Account Statement**

Invoice Number	Invoice Date	Description	Amount
		<b>DOR Total</b>	7,140.00
		<b>Late Total</b>	920.00
		<b>Lien Total</b>	50.32
		<b>Social Total</b>	524.70
		<b>Grand Total</b>	8,635.02

Invoice Number	Invoice Date	Description	Amount
		<b>Assessment Total</b>	1,188.00
		<b>DOR Total</b>	3,050.00
		<b>Late Total</b>	360.00
		<b>Legal Total</b>	356.15
		<b>Lien Total</b>	50.32
		<b>Social Total</b>	524.70
		<b>Grand Total</b>	5,529.17

Customer ID: **2898**

**Barefoot Bay Recreation District**  
**Account Statement**

Invoice Number	Invoice Date	Description	Amount
		<b>Assessments Total</b>	114.00
		<b>DOR Total</b>	8,733.98
		<b>Late Total</b>	1,170.00
		<b>Legal Total</b>	175.00
		<b>Lien Total</b>	100.64
		<b>Grand Total</b>	10,293.62

Customer ID: **4920**

**Barefoot Bay Recreation District**  
**Account Statement**

Invoice Number	Invoice Date	Description	Amount
		<b>Assessments Total</b>	908.00
		<b>Late Total</b>	1,270.00
		<b>Legal Total</b>	175.00
		<b>Lien Total</b>	50.32
		<b>Grand Total</b>	2,403.32



Customer ID: **4952**

**Barefoot Bay Recreation District**  
**Account Statement**

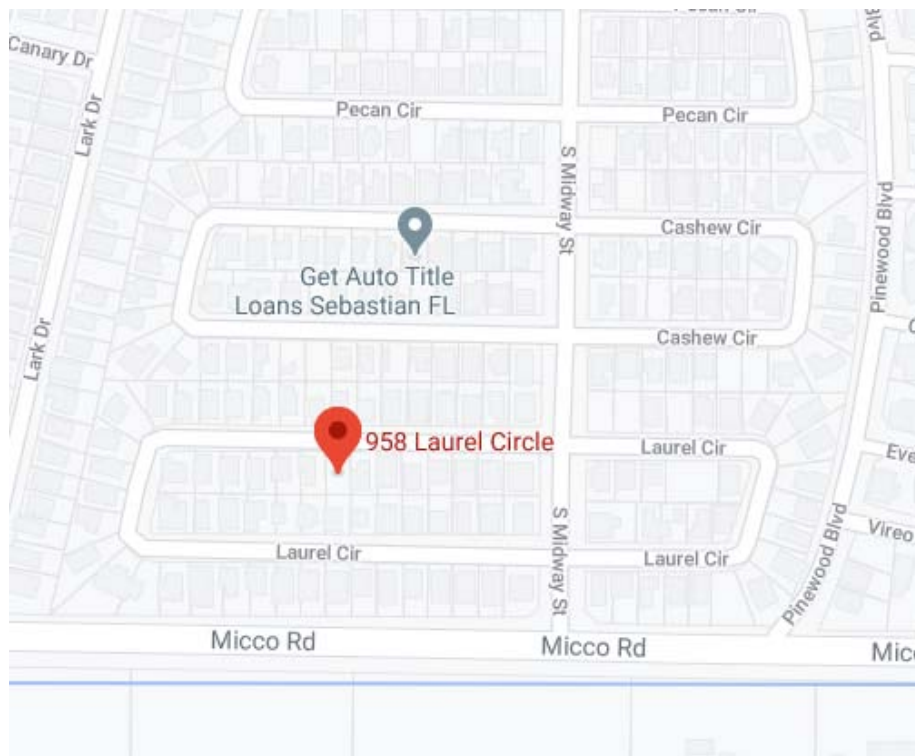
Invoice Number	Invoice Date	Description	Amount
		<b>DOR Total</b>	7,870.00
		<b>Lien Total</b>	50.32
		<b>Grand Total</b>	7,920.32



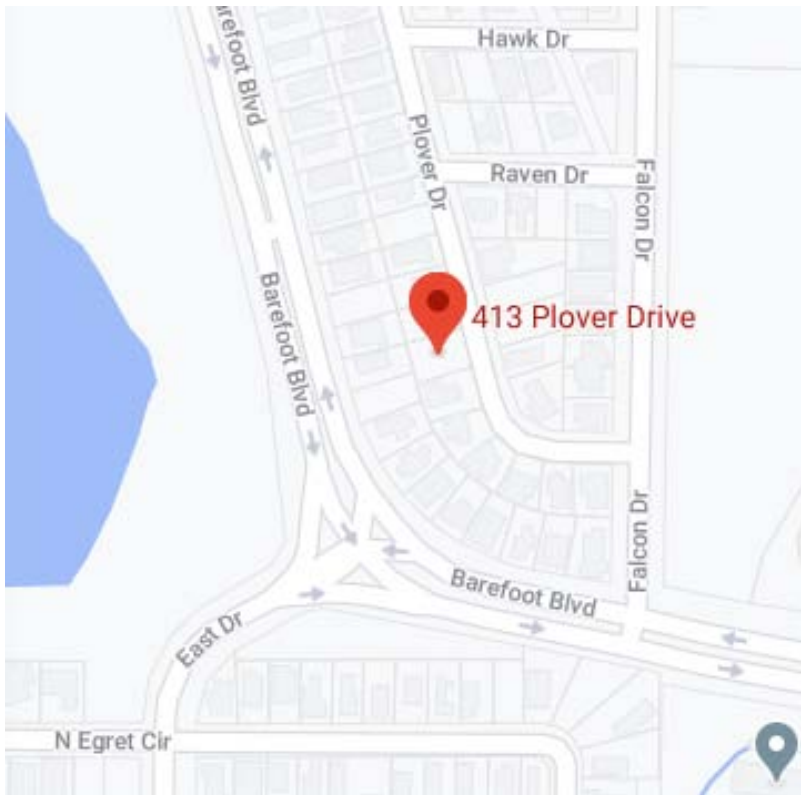


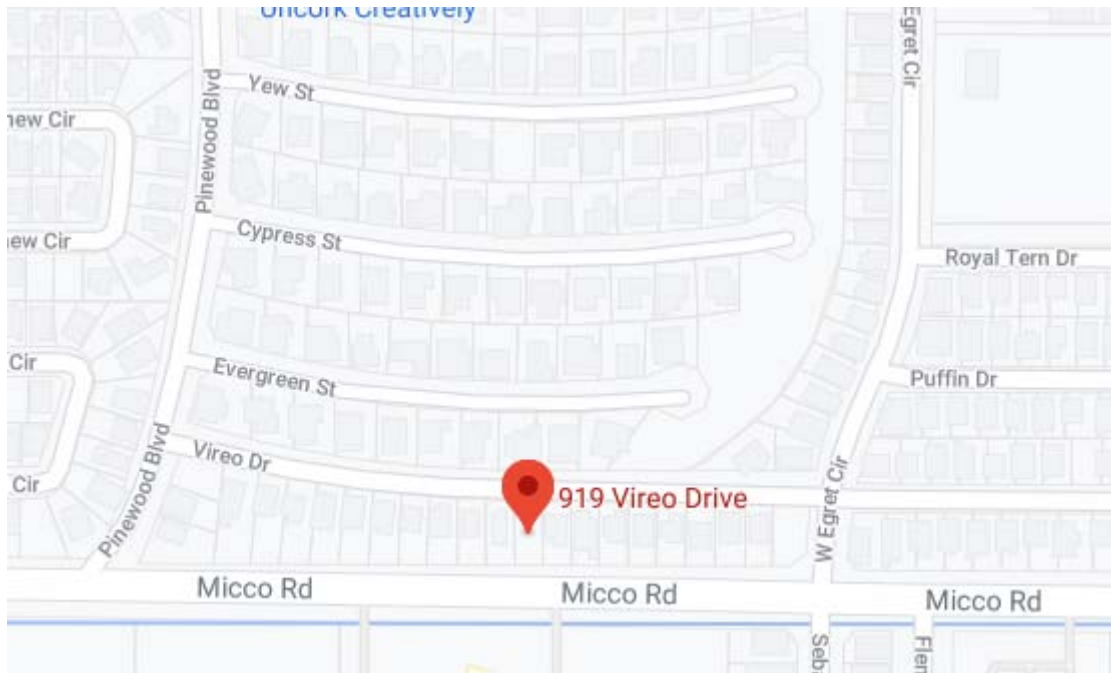
















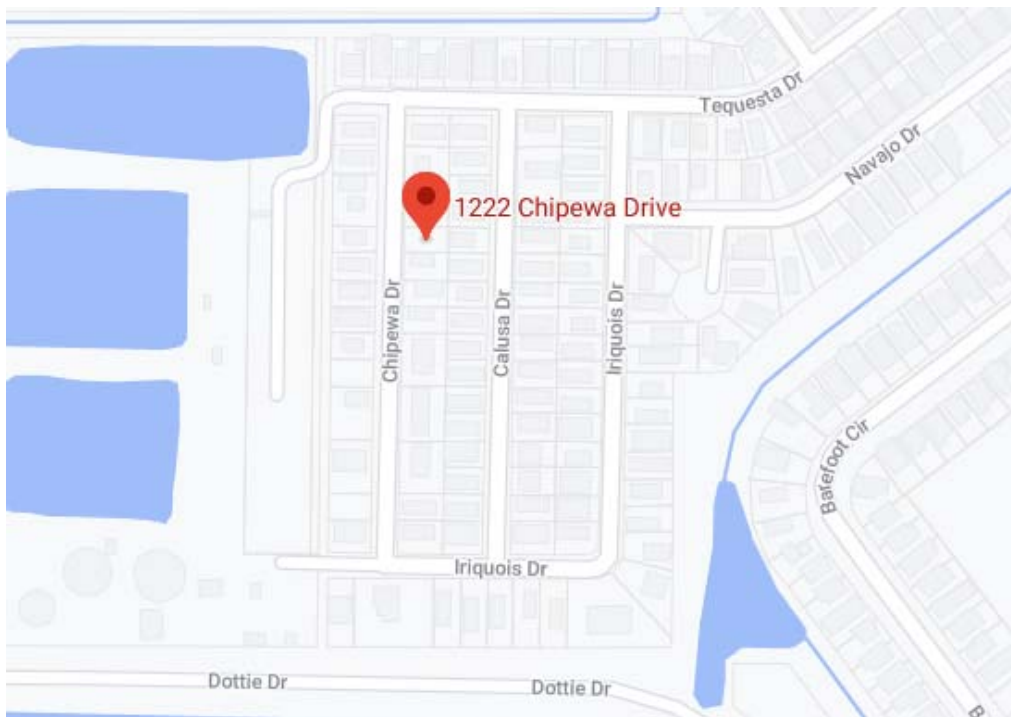




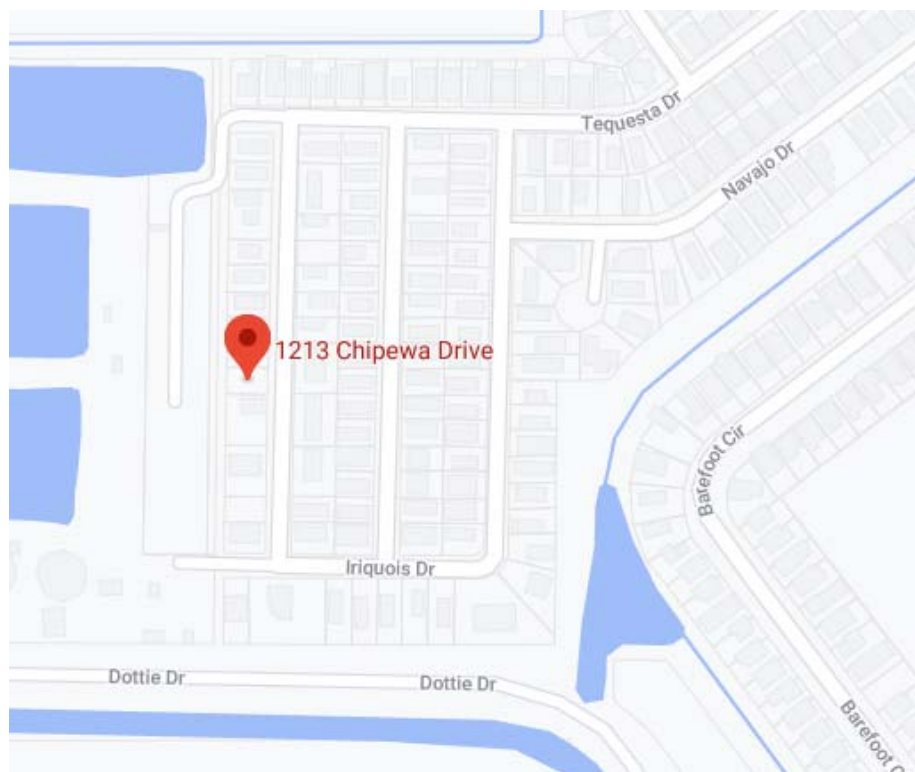












## Board of Trustees

## Meeting Agenda Memo

Date: Friday, November 13, 2020  
Title: **FY21 Budget Amendment: Project Carryover from FY20**  
Section & Item: 11.D  
Department: Administration, Finance  
Fiscal Impact: \$963,019 (use of Fund Balance - roll forward from FY2020)  
Contact: Charles Henley, Finance Manager, John W. Coffey ICMA-CM, Community Manager  
Attachments: 201113 Resolution 2020-13 - FY20 Year-End Budget Amendment, FY20 YE Project Close Out  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Review and Approve Resolution 2020-13 - Amending the Budget to carryover 14 project and 2 non- project line items to FY2021 resulting in the use of \$955,959 of Fund Balance by the R&M/Capital Projects Department and \$7,060 of Fund Balance by the Property Services Department as summarized below and to increase and decrease FY2020 project budget line items according the attached schedule.

### Background and Summary Information

In preparation for the FY2020 financial statement audit, staff has prepared a list of increases and decreases in R&M/Capital Projects Department line item budgets necessary to close projects and transfer the budgets to contingency and carryover to FY2021:

<u>FY2021 Budget</u>	<u>Increase</u>
R&M/Capital Projects Department	\$ 955,959
Property Services Department	7,060
Use of Fund Balance	\$ 963,019

Staff recommends the BOT approve the accompanying Resolution FY2020-13 – Amending the Budget – Project Carryover from FY2020.

**RESOLUTION 2020-13**

**A RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE BAREFOOT BAY RECREATION  
DISTRICT AMENDING RESOLUTION 2020-08;  
AMENDING THE BUDGET.**

**WHEREAS**, the Barefoot Bay Recreation District Board of Trustees adopted Resolution 2020-08, an operating Budget for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021; and

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

**WHEREAS**, the Board of Trustees has ascertained that the following amendments are necessary to provide for the operation of the District for the Fiscal Year 2020-21:

An Amendment to increase the FY2021 R&M/Capital Projects Department Budget by \$955,959 and to increase the FY2021 Property Services Department budget by \$7,060 using Fund Balance.

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

**Section 1.** The amendment shall be made to the operating Budget for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021.

**Section 2.** The Community Manager and the Finance Manager are directed to adjust FY 2020/21 Adopted Budget.

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

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

Chairman, Joseph Klosky  
Trustee, Michael Maino  
Trustee, Luann Henderson  
Trustee, Jeff Gruno  
Trustee, Randy Loveland

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 13<sup>th</sup> day of November 2020.

**BAREFOOT BAY RECREATION DISTRICT**

By: \_\_\_\_\_  
Joseph Klosky,

Return to: Barefoot Bay Recreation District  
625 Barefoot Boulevard  
Barefoot Bay FL 32976-7305

CHAIRMAN

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Jeff Gruno,  
SECRETARY



## Schedule of Increases and Decreases to Project Budgets in the RM/Capital Projects Department

Fund	Dept	Sub	GL		FY20 Budget Increase	FY20 Budget Decrease	Increase FY21 Budget
001	7300	9999	510606	Contingency	111,043.44		
001	7300	9999	510311	Professional Fees	3,690.59		
001	7300	9999	572177	Veterans' Meeting Space Conversion		582.23	
001	7300	9999	575060	Marquee Sign at Shopping Ctr.		935.04	
001	7300	9999	572124	Lounge Expansion Design Project		82,364.17	
001	7300	9999	572131	Neighborhood Revitalization Program			50,834
001	7300	9999	572133	Replace Damaged Concrete			89,215
001	7300	9999	572154	Bench Covers for (26) Benches at Shuffleboard Courts			24,000
001	7300	9999	572171	Replace Sidewalks at D&E/19th Hole		21,800.00	
001	7300	9999	572172	Relocate Heater Equipment into New Pit Bldg at Pool 1			44,900
001	7300	9999	572535	Utility Cart - Custodial		112.08	
001	7300	9999	573130	New Administration Building	42,500.69		
001	7300	9999	575003	Replace Pit at Pool 2	9,800.00		49,074
001	7300	9999	575019	Building A Renovation Design	151.69		
001	7300	9999	575024	Shopping Center Roof Redesign			5,224
001	7300	9999	575025	D&E Roof Repairs	5,800.00		
001	7300	9999	575026	Pool Services & Projects	2,000.00		
001	7300	9999	575028	Shopping Center Electrical Upgrade Design	4,320.00		
001	7300	9999	575029	Miniature Golf Benches	2,803.34		
001	7300	9999	575030	Additional Parking Lights @ Shopping Center			19,100
001	7300	9999	575032	Replace Pit Bldg at Pool 1 and Add Salt Water System			61,200
001	7300	9999	575041	Replace Lawnmower	332.24		
001	7300	9999	575045	Comm.Ctr. Proj:Convert West Shuffle Board to Miniature Golf	13,229.19		
001	7300	9999	575046	Beach Projects Ph. 3			6,843
001	7300	9999	575065	Replace P.S. truck (2006 F-250-size)			35,000
001	7300	9999	575073	Utility Trailer			2,500
001	7300	9999	575078	FPE Panels Bldg C & Lounge	9,340.00		
001	7300	9999	575079	FPE Panels Bldg A	3,550.00		
001	7300	9999	575082	Band shell Lakeside of Lounge		1,000.00	
001	7300	9999	575084	Additional P.S. Truck			24,000
001	7300	9999	575085	Lake Bank Repairs		74,025.00	
001	7300	9999	575086	(Golf) Irrigation System Replacement Ph. 1 (6 satellite box)		12,637.57	
001	7300	9999	575087	Pool 2 Canopy		15,225.00	
001	7300	9999	575088	Building A Renovation			461,669
001	7300	9999	575089	Replace Electrical Infrastructure Shopping Center			82,400
001	7300	9999	575090	(Golf) Lake Bank Restoration Phase 6	119.91		
001	7241	11	510462	R&M Misc. - Tables & Chairs			5,000
001	7241	11	510400	Travel & Training - Lodging & Flight to Dude University			2,060
					\$ 208,681.09	\$208,681.09	\$ 963,019

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, November 13, 2020  
Title: **Replacement Truck Purchase**  
Section & Item: 11.E  
Department: R&M/Capital Projects  
Fiscal Impact: \$22,921.00 (FY21 Budget of \$24,500)  
Contact: Matt Goetz, Property Services Manager, John W. Coffey ICMA-CM, Community Manager  
Attachments: Duval Ford truck replacement bid, State contract list excerpt Exhibit D.4.2 Price Sheet - replacement truck  
Reviewed by  
General Counsel: No  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Award of contract for purchase of a replacement full-size truck.

### Background and Summary Information

The FY21 Budget contains \$24,500.00 for a replacement full-size truck for Property Services (replaces a 2006 model). Staff solicited the following bid from Duval Fleet via the Florida State contracting program.

\$22,921.00 2021 Ford F-150 2-wheel drive, regular cab truck

The reader should note, a second bid is not required as the state competitively solicited pricing on vehicles prior to the establishment of the state contracting list.

Staff recommends the BOT award contract to Duval Fleet for a 2021 F-150 truck in the amount of \$22,921.00.

# BAREFOOT BAY RECREATION DISTRICT

<b>Prepared for:</b>		<b>Contract Holder</b>	<b>DATE:</b>
BAREFOOT BAY RECREATION DISTRICT MATTHEW GOETZ <a href="tel:772-494-9985">772-494-9985</a> <a href="mailto:mattgoetz@bbrd.org">mattgoetz@bbrd.org</a>		DUVAL FLEET Bambi Darr (Work) 904-381-6596 (Cell) 910-622-6544 (Fax) 904-387-6816 <a href="mailto:bambi.darr@duvalfleet.com">bambi.darr@duvalfleet.com</a> 5203 Waterside Dr. Jax, FL 32210	10/19/20
<b>PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL</b>			
		<p><i>We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA20-VEL28.0 Heavy Equipment and Trucks FSA20-VEH 18.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered <b>white exterior</b> unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.</i></p>	
<b>Labor</b>	<b>Code</b>	<b>Equipment</b>	<b>Price</b>
0	SPEC 137	2021 FORD F-150 REGULAR CAB 4X2 XL- F1C	\$ 21,083.00
0	99B	3.3L V6 GAS ENGINE	NC
0	100A	EQUIPMENT GROUP: XL	NC
0	85A	POWER WINDOWS & DOOR LOCKS	NC
0	INCL	BACKUP CAMERA	NC
0	INCL	BLUETOOTH/SYNC	NC
0	LWB	UPGRADE TO 141" WHEELBASE 8' BED (LONG BED)	\$ 1,244.00
0	96W	SPRAY IN BEDLINER	\$ 594.00
0			
0	YZ	EXTERIOR: OXFORD WHITE	NC
0	AS	INTERIOR: GRAY VINYL SEATS	NC
0		VINYL FLOOR	NC
<b>VENDOR COMMENTS</b>		<b>PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.</b>	
<b>UNIT COST</b>			<b>\$ 22,921.00</b>
<b>TOTAL QUANTITY</b>		<b>1</b>	<b>TOTAL PURCHASE \$ 22,921.00</b>

MOTOR VEHICLES (25100000-19-1)

Exhibit D.4.2: Price Sheet - Trucks Under One Ton

Commodity Code: 25101507 (LIGHT TRUCKS OR SPORT UTILITY VEHICLES)

Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified After		
										<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#,###)</a>	<a href="#">Vent / Rain Shields, Tape-On, Price (\$#,###)</a>	<a href="#">Unity Spotlight LED, Price (\$#,###)</a>
		Chevrolet	22	2020 Chevrolet Silverado 1500 2WD Crew Cab 147.4" LT w/ 1LT (CC10543)	O	Alan Jay Chevrolet-Cadillac, Inc.	\$ 26,978.00	5%	120	\$ 135.00	\$ 135.00	\$ 505.00
						Coggin Chevrolet L.L.C.	\$ 26,983.00	5%	120	\$ 189.00	\$ 189.00	
			23	2020 Chevrolet Silverado 1500 2WD Crew Cab 147.4" w/ 1WT (CC10543)		Garber Chevrolet Buick GMC, Inc.	\$ 22,866.00	2%	90-120	\$ 149.00	\$ 149.00	\$ 596.00
						Coggin Chevrolet L.L.C.	\$ 23,317.00	5%	120	\$ 189.00	\$ 189.00	
			24	2020 Chevrolet Silverado 1500 2WD Crew Cab 156.9" LT w/ 1LT (CC10743)	O	Alan Jay Chevrolet-Cadillac, Inc.	\$ 23,494.00	5%	120	\$ 135.00	\$ 135.00	\$ 505.00
						Coggin Chevrolet L.L.C.	\$ 27,192.00	5%	120	\$ 189.00	\$ 189.00	
			25	2020 Chevrolet Silverado 1500 2WD Crew Cab 156.9" w/ 1WT (CC10743)		Garber Chevrolet Buick GMC, Inc.	\$ 23,176.00	2%	90-120	\$ 149.00	\$ 149.00	\$ 596.00
						Coggin Chevrolet L.L.C.	\$ 23,593.00	5%	120	\$ 189.00	\$ 189.00	
			26	2020 Chevrolet Silverado 1500 2WD Double Cab 147.4" w/ 1WT (CC10753)	O	Alan Jay Chevrolet-Cadillac, Inc.	\$ 21,143.00	5%	120	\$ 135.00	\$ 135.00	\$ 505.00
						Coggin Chevrolet L.L.C.	\$ 21,167.00	5%	120	\$ 189.00	\$ 189.00	
			27	2020 Chevrolet Silverado 1500 2WD Double Cab LT 147.4" w/ 1LT (CC10753)	O	Alan Jay Chevrolet-Cadillac, Inc.	\$ 24,802.00	5%	120	\$ 135.00	\$ 135.00	\$ 505.00
						Coggin Chevrolet L.L.C.	\$ 24,887.00	5%	120	\$ 189.00	\$ 189.00	
			28	2020 Chevrolet Silverado 1500 2WD Reg Cab 139.5" w/ 1WT (CC10903)		Garber Chevrolet Buick GMC, Inc.	\$ 19,916.00	2%	90-120	\$ 129.00	\$ 129.00	\$ 596.00
					O	Alan Jay Chevrolet-Cadillac, Inc.	\$ 20,268.00	5%	120	\$ 135.00	\$ 135.00	\$ 505.00
			29	2020 Ford F-150 2WD Reg Cab 122.5" XL (F1C)		ASBURY JAX FORD, LLC d/b/a Coggin Ford	\$ 19,650.00	5%	90-120	\$ 195.00	\$ 195.00	\$ 695.00
					S/O	Duval Ford, LLC	\$ 19,947.00	2%	180	\$ 130.00	\$ 130.00	\$ 695.00
			30	2020 Ford F-150 2WD Reg Cab 122.5" XL (F1C)	O	Garber Ford, Inc.	\$ 19,957.00	2%	90-120	\$ 149.00	\$ 149.00	\$ 596.00
						ASBURY JAX FORD, LLC d/b/a Coggin Ford	\$ 24,299.00	4%	90-120	\$ 195.00	\$ 195.00	\$ 695.00
			30	2020 Ford F-150 2WD Reg Cab 122.5" XL (F1C)	S/O	Duval Ford, LLC	\$ 24,408.00	2%	180	\$ 130.00	\$ 130.00	\$ 695.00

MOTOR VEHICLES (25100000-19-1)

Exhibit D.4.2: Price Sheet - Trucks Under One Ton

Commodity Code: 25101507 (LIGHT TRUCKS OR SPORT UTILITY VEHICLES)

Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified After		
										<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#,###)</a>	<a href="#">Vent / Rain Shields, Tape-On, Price (\$#,###)</a>	<a href="#">Unity Spotlight LED, Price (\$#,###)</a>
		Ford	31	2020 Ford F-150 2WD Reg Cab 141" XL (F1C)	S/O	Alan Jay Ford Lincoln Mercury, Inc.	\$ 24,546.00	5%	120	\$ 135.00	\$ 135.00	\$ 505.00
						ASBURY JAX FORD, LLC d/b/a Coggin Ford	\$ 19,999.00	4%	90-120	\$ 195.00	\$ 195.00	\$ 695.00
					S/O	Duval Ford, LLC	\$ 20,214.00	2%	180	\$ 130.00	\$ 130.00	\$ 695.00
					O	Garber Ford, Inc.	\$ 20,224.00	2%	90-120	\$ 149.00	\$ 149.00	\$ 596.00
			32	2020 Ford F-150 2WD Reg Cab 141" XL w/HD Payload Pkg (F1C)		ASBURY JAX FORD, LLC d/b/a Coggin Ford	\$ 23,599.00	8%	90-120	\$ 195.00	\$ 195.00	\$ 695.00
					S/O	Duval Ford, LLC	\$ 23,894.00	2%	180	\$ 130.00	\$ 130.00	\$ 695.00
					O	Garber Ford, Inc.	\$ 23,905.00	2%	90-120	\$ 149.00	\$ 149.00	\$ 596.00
			33	2020 Ford F-150 2WD Reg Cab 141" XLT (F1C)	O	FL AUTO, LLC d/b/a Beck Ford	\$ 22,977.00	5%	90	\$ 98.00	\$ 89.00	\$ 649.00
			34	2020 Ford F-150 2WD Reg Cab 141" XLT w/HD Payload Pkg (F1C)	O	FL AUTO, LLC d/b/a Beck Ford	\$ 23,977.00	5%	90	\$ 98.00	\$ 89.00	\$ 649.00
			35	2020 Ford F-150 2WD SuperCab 145" XL (X1C)		ASBURY JAX FORD, LLC d/b/a Coggin Ford	\$ 21,500.00	4%	90-120	\$ 195.00	\$ 195.00	\$ 695.00
					S/O	Duval Ford, LLC	\$ 21,766.00	2%	180	\$ 130.00	\$ 130.00	\$ 695.00
					O	Garber Ford, Inc.	\$ 21,776.00	2%	90-120	\$ 149.00	\$ 149.00	\$ 596.00
			36	2020 Ford F-150 2WD SuperCab 145" XLT (X1C)	N/A	FL AUTO, LLC d/b/a Beck Ford	\$ 24,174.00	5%	90	\$ 98.00	\$ 89.00	\$ 649.00
			37	2020 Ford F-150 2WD SuperCab 163" XL (X1C)		ASBURY JAX FORD, LLC d/b/a Coggin Ford	\$ 22,675.00	4%	90-120	\$ 195.00	\$ 195.00	\$ 695.00
					S/O	Duval Ford, LLC	\$ 22,925.00	2%	180	\$ 130.00	\$ 130.00	\$ 695.00
					O	Garber Ford, Inc.	\$ 22,936.00	2%	90-120	\$ 149.00	\$ 149.00	\$ 596.00
			38	2020 Ford F-150 2WD SuperCab 163" XL w/HD Payload Pkg (X1C)		ASBURY JAX FORD, LLC d/b/a Coggin Ford	\$ 25,595.00	6%	90-120	\$ 195.00	\$ 195.00	\$ 695.00
					S/O	Duval Ford, LLC	\$ 25,750.00	2%	180	\$ 130.00	\$ 130.00	\$ 695.00
					O	Garber Ford, Inc.	\$ 25,763.00	2%	90-120	\$ 149.00	\$ 149.00	\$ 596.00
			39	2020 Ford F-150 2WD SuperCab 163" XLT (X1C)		ASBURY JAX FORD, LLC d/b/a Coggin Ford	\$ 26,099.00	5%	90-120	\$ 195.00	\$ 195.00	\$ 695.00
					S/O	Alan Jay Ford Lincoln Mercury, Inc.	\$ 26,400.00	5%	120	\$ 135.00	\$ 135.00	\$ 505.00
					S/O	Duval Ford, LLC	\$ 26,447.00	2%	180	\$ 130.00	\$ 130.00	\$ 695.00
			40	2020 Ford F-150 2WD SuperCab 163" XLT w/HD Payload Pkg (X1C)	N/A	FL AUTO, LLC d/b/a Beck Ford	\$ 28,971.00	5%	90	\$ 98.00	\$ 89.00	\$ 649.00
						ASBURY JAX FORD, LLC d/b/a Coggin Ford	\$ 29,100.00	6%	90-120	\$ 195.00	\$ 195.00	\$ 695.00

MOTOR VEHICLES (25100000-19-1)

Exhibit D.4.2: Price Sheet - Trucks Under One Ton

Commodity Code: 25101507 (LIGHT TRUCKS OR SPORT UTILITY VEHICLES)

Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified After		
										<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#,###)</a>	<a href="#">Vent / Rain Shields, Tape-On, Price (\$#,###)</a>	<a href="#">Unity Spotlight LED, Price (\$#,###)</a>
<a href="#">Sub-Group C: TRUCK, UNDER ONE TON, PICKUP, 2WD</a>	EPA Class: 1/2 Ton Pickup Truck, 2WD				S/O	Alan Jay Ford Lincoln Mercury, Inc.	\$ 29,217.00	5%	120	\$ 135.00	\$ 135.00	\$ 505.00
			41	2020 Ford F-150 2WD SuperCrew 145" XL (W1C)		ASBURY JAX FORD, LLC d/b/a Coggin Ford	\$ 22,890.00	3%	90-120	\$ 195.00	\$ 195.00	\$ 695.00
					S/O	Duval Ford, LLC	\$ 23,143.00	2%	180	\$ 160.00	\$ 160.00	\$ 695.00
					O	Garber Ford, Inc.	\$ 23,152.00	2%	90-120	\$ 149.00	\$ 149.00	\$ 596.00
			42	2020 Ford F-150 2WD SuperCrew 145" XLT (W1C)		ASBURY JAX FORD, LLC d/b/a Coggin Ford	\$ 26,250.00	4%	90-120	\$ 195.00	\$ 195.00	\$ 695.00
					S/O	Alan Jay Ford Lincoln Mercury, Inc.	\$ 26,502.00	5%	120	\$ 135.00	\$ 135.00	\$ 505.00
					S/O	Duval Ford, LLC	\$ 26,548.00	2%	180	\$ 160.00	\$ 160.00	\$ 695.00
			43	2020 Ford F-150 2WD SuperCrew 157" XL (W1C)	S/O	Duval Ford, LLC	\$ 24,302.00	2%	180	\$ 160.00	\$ 160.00	\$ 695.00
					O	Garber Ford, Inc.	\$ 24,313.00	2%	90-120	\$ 149.00	\$ 149.00	\$ 596.00
					S/O	Alan Jay Ford Lincoln Mercury, Inc.	\$ 24,549.00	5%	120	\$ 135.00	\$ 135.00	\$ 505.00
			44	2020 Ford F-150 2WD SuperCrew 157" XL w/HD Payload Pkg (W1C)		ASBURY JAX FORD, LLC d/b/a Coggin Ford	\$ 26,750.00	6%	90-120	\$ 195.00	\$ 195.00	\$ 695.00
					S/O	Duval Ford, LLC	\$ 27,126.00	2%	180	\$ 160.00	\$ 160.00	\$ 695.00
					O	Garber Ford, Inc.	\$ 27,140.00	2%	90-120	\$ 149.00	\$ 149.00	\$ 596.00
			45	2020 Ford F-150 2WD SuperCrew 157" XLT (W1C)		ASBURY JAX FORD, LLC d/b/a Coggin Ford	\$ 27,350.00	3%	90-120	\$ 195.00	\$ 195.00	\$ 695.00
					S/O	Alan Jay Ford Lincoln Mercury, Inc.	\$ 27,640.00	5%	120	\$ 135.00	\$ 135.00	\$ 505.00
					S/O	Duval Ford, LLC	\$ 27,682.00	2%	180	\$ 160.00	\$ 160.00	\$ 695.00
			46	2020 Ford F-150 2WD SuperCrew 157" XLT w/HD Payload Pkg (W1C)	N/A	FL AUTO, LLC d/b/a Beck Ford	\$ 29,119.00	5%	90	\$ 98.00	\$ 89.00	\$ 649.00
		Nissan	47	2020 Nissan Titan 4x2 Crew Cab S (38110)	N/A	Beck Nissan, Inc.	\$ 28,824.00	5%	90	\$ 98.00	\$ 89.00	\$ 649.00
			48	2020 Nissan Titan 4x2 Crew Cab SV (38310)	N/A	Beck Nissan, Inc.	\$ 30,949.00	5%	90	\$ 98.00	\$ 89.00	\$ 649.00
			49	2020 Nissan Titan 4x2 King Cab S (37110)	N/A	Beck Nissan, Inc.	\$ 26,121.00	5%	90	\$ 98.00	\$ 89.00	\$ 649.00
			50	2020 Nissan Titan 4x2 King Cab SV (37310)	N/A	Beck Nissan, Inc.	\$ 28,513.00	5%	90	\$ 98.00	\$ 89.00	\$ 649.00

MOTOR VEHICLES (25100000-19-1)												
Exhibit D.4.2: Price Sheet - Trucks Under One Ton												
Commodity Code: 25101507 (LIGHT TRUCKS OR SPORT UTILITY VEHICLES)												
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified After		
										<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#,###)</a>	<a href="#">Vent / Rain Shields, Tape-On, Price (\$#,###)</a>	<a href="#">Unity Spotlight LED, Price (\$#,###)</a>
		Ram	51	2020 Ram Classic 1500 2WD Crew Cab 5'7" Box Tradesman (DS1L98)		Asbury Automotive Brandon, L.P. d/b/a Courtesy Chrysler-Jeep-Dodge	\$ 20,440.00	2%	90-120	\$ 225.00	\$ 225.00	\$ 695.00
						Garber Chrysler-Dodge Truck, Inc.	\$ 20,836.00	2%	90-120	\$ 149.00	\$ 149.00	\$ 596.00
						Pembroke Motors, Inc. d/b/a AutoNation Chrysler Dodge Jeep Ram Pembroke Pines	\$ 21,005.00	0%	60-90	\$ 185.00	\$ 165.00	
			52	2020 Ram Classic 1500 2WD Quad Cab 6'4" Box Tradesman (DS1L41)		Garber Chrysler-Dodge Truck, Inc.	\$ 19,696.00	2%	90-120	\$ 149.00	\$ 149.00	\$ 596.00
						Asbury Automotive Brandon, L.P. d/b/a Courtesy Chrysler-Jeep-Dodge	\$ 19,794.00	2%	90-120	\$ 225.00	\$ 225.00	\$ 695.00
					N/A	Alan Jay Enterprises of Wauchula, Inc. d/b/a Alan Jay Chrysler Jeep Dodge of Wauchula	\$ 20,031.00	5%	120	\$ 135.00	\$ 135.00	\$ 505.00
			53	2020 Ram Classic 1500 2WD Reg Cab 6'4" Box Tradesman (DS1L61)		Garber Chrysler-Dodge Truck, Inc.	\$ 18,416.00	2%	90-120	\$ 129.00	\$ 129.00	\$ 596.00
						Asbury Automotive Brandon, L.P. d/b/a Courtesy Chrysler-Jeep-Dodge	\$ 18,475.00	2%	90-120	\$ 225.00	\$ 225.00	\$ 695.00
						Pembroke Motors, Inc. d/b/a AutoNation Chrysler Dodge Jeep Ram Pembroke Pines	\$ 18,645.00	0%	60-90	\$ 185.00	\$ 165.00	
			54	2020 Ram Classic 1500 2WD Reg Cab 8' Box Tradesman (DS1L62)		Asbury Automotive Brandon, L.P. d/b/a Courtesy Chrysler-Jeep-Dodge	\$ 17,575.00	3%	90-120	\$ 225.00	\$ 225.00	\$ 695.00

MOTOR VEHICLES (25100000-19-1)												
Exhibit D.4.2: Price Sheet - Trucks Under One Ton												
Commodity Code: 25101507 (LIGHT TRUCKS OR SPORT UTILITY VEHICLES)												
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified After		
										<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#,###)</a>	<a href="#">Vent / Rain Shields, Tape-On, Price (\$#,###)</a>	<a href="#">Unity Spotlight LED, Price (\$#,###)</a>
		Toyota	55	2020 Toyota Tundra 2WD SR Double Cab 6.5' Bed 5.7L (SE) (8242)		Coggin Cars L.L.C. d/b/a Coggin Toyota at the Avenues	\$ 29,554.00	5%	120	\$ 189.00	\$ 189.00	
					N/A	Alan Jay Import Center, Inc. d/b/a Alan Jay Toyota	\$ 29,734.00	5%	120	\$ 135.00	\$ 135.00	
			56	2020 Toyota Tundra 2WD SR Double Cab 8.1' Bed 5.7L (SE) (8245)		Coggin Cars L.L.C. d/b/a Coggin Toyota at the Avenues	\$ 29,849.00	5%	120	\$ 189.00	\$ 189.00	
					N/A	Alan Jay Import Center, Inc. d/b/a Alan Jay Toyota	\$ 30,027.00	5%	120	\$ 135.00	\$ 135.00	
			57	2020 Toyota Tundra 2WD SR5 CrewMax 5.5' Bed 5.7L (SE) (8261)		Coggin Cars L.L.C. d/b/a Coggin Toyota at the Avenues	\$ 33,368.00	5%	120	\$ 189.00	\$ 189.00	
					N/A	Alan Jay Import Center, Inc. d/b/a Alan Jay Toyota	\$ 33,517.00	5%	120	\$ 135.00	\$ 135.00	



MOTOR VEHICLES (25100000-19-1)

Exhibit D.4.2: Price Sheet - Trucks Under One Ton

Commodity Code: 25101507 (LIGHT TRUCKS OR SPORT UTILITY VEHICLES)

Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified After		
										<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#,###).</a>	<a href="#">Vent / Rain Shields, Tape-On, Price (\$#,###)</a>	<a href="#">Unity Spotlight LED, Price (\$#,###)</a>

MOTOR VEHICLES (25100000-19-1)												
Exhibit D.4.2: Price Sheet - Trucks Under One Ton												
Commodity Code: 25101507 (LIGHT TRUCKS OR SPORT UTILITY VEHICLES)												
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	Identified After		
										<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#,###).</a>	<a href="#">Vent / Rain Shields, Tape-On, Price (\$#,###)</a>	<a href="#">Unity Spotlight LED, Price (\$#,###)</a>

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, November 13, 2020  
Title: **Truck Purchase**  
Section & Item: 11.F  
Department: R&M/Capital Projects  
Fiscal Impact: \$22,521.00 (FY21 Budget of \$21,800.00)  
Contact: Matt Goetz, Property Services Manager, John W. Coffey ICMA-CM, Community Manager  
Attachments: Duval Ford truck purchase bid, State contract list excerpt Exhibit D.4.2 Price Sheet - Trucks Under One Ton (8)  
Reviewed by  
General Counsel: No  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Award of contract for purchase of a new mid-size truck for use by custodians assigned to clean the future restroom building at the Beach.

### Background and Summary Information

The FY21 Budget contains \$21,800.00 for a new mid-size truck for Property Services for custodians to use in traveling back and forth to the Beach each day to clean the future restrooms. Staff solicited the following bid from Duval Fleet via the Florida State contracting program.

\$22,521.00 2021 Ford Ranger 2-wheel drive, super cab truck

The reader should note, a second bid is not required as the state competitively solicited pricing on vehicles prior to the establishment of the state contracting list. Additionally, a surplus of \$1,579 in budgeted funds remains in the general ledger account for the replacement truck procurement which is sufficient to cover the \$721 overage on this purchase.

Staff recommends the BOT award contract to Duval Fleet for a 2021 Ford Ranger truck in the amount of \$22,521.00.

# BAREFOOT BAY RECREATION DISTRICT

<b>Prepared for:</b>		<b>Contract Holder</b>	<b>DATE:</b>
BAREFOOT BAY RECREATION DISTRICT MATTHEW GOETZ <a href="tel:772-494-9985">772-494-9985</a> <a href="mailto:mattgoetz@bbrd.org">mattgoetz@bbrd.org</a>		DUVAL FLEET Bambi Darr (Work) 904-381-6596 (Cell) 910-622-6544 (Fax) 904-387-6816 <a href="mailto:bambi.darr@duvalfleet.com">bambi.darr@duvalfleet.com</a> 5203 Waterside Dr. Jax, FL 32210	10/19/20
<b>PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL</b>			
		<p><i>We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA20-VEL28.0 Heavy Equipment and Trucks FSA20-VEH 18.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered <b>white exterior</b> unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.</i></p>	
<b>Labor</b>	<b>Code</b>	<b>Equipment</b>	<b>Price</b>
0	SPEC 146	2021 FORD RANGER SUPER CAB 4X2 XL- R1E	\$ 22,027.00
0	99H	2.3L ECOBOOST	NC
0	100A	EQUIPMENT GROUP: XL	NC
0	INCL	POWER WINDOWS & DOOR LOCKS	NC
0	INCL	BACKUP CAMERA	NC
0	126	126" WHEELBASE 6' BED	NC
0	86S	SPRAY IN BEDLINER	\$ 494.00
0			
0	YZ	EXTERIOR: OXFORD WHITE	NC
0	AS	INTERIOR: GRAY VINYL SEATS	NC
0		VINYL FLOOR	NC
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
<b>UNIT COST</b>			<b>\$ 22,521.00</b>
<b>TOTAL QUANTITY</b>			<b>1</b>
<b>TOTAL PURCHASE</b>			<b>\$ 22,521.00</b>

MOTOR VEHICLES (25100000-19-1)

Exhibit D.4.2: Price Sheet - Trucks Under One Ton

Commodity Code: 25101507 (LIGHT TRUCKS OR SPORT UTILITY VEHICLES)

Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#,###)</a>	<a href="#">Vent / Rain Shields, Tape-On, Price (\$#,###)</a>
		Chevrolet	1	2020 Chevrolet Colorado Crew Cab 128.3" 2WD 2LT (12N43)		Coggin Chevrolet L.L.C.	\$ 25,144.00	5%	120	\$ 189.00	\$ 189.00
					N/A	Alan Jay Chevrolet-Cadillac, Inc.	\$ 25,232.00	5%	120	\$ 135.00	\$ 135.00
			2	2020 Chevrolet Colorado Crew Cab 128.3" 2WD 2WT (12M43)		Garber Chevrolet Buick GMC, Inc.	\$ 22,126.00	2%	90-120	\$ 149.00	\$ 149.00
						Coggin Chevrolet L.L.C.	\$ 22,292.00	5%	120	\$ 189.00	\$ 189.00
					N/A	Alan Jay Chevrolet-Cadillac, Inc.	\$ 22,435.00	5%	120	\$ 135.00	\$ 135.00
			3	2020 Chevrolet Colorado Crew Cab 140.5" 2WD 2LT (12U43)		Coggin Chevrolet L.L.C.	\$ 27,221.00	5%	120	\$ 189.00	\$ 189.00
					N/A	Alan Jay Chevrolet-Cadillac, Inc.	\$ 27,283.00	5%	120	\$ 135.00	\$ 135.00
			4	2020 Chevrolet Colorado Crew Cab 140.5" 2WD 2WT (12T43)		Garber Chevrolet Buick GMC, Inc.	\$ 24,266.00	2%	90-120	\$ 149.00	\$ 149.00
						Coggin Chevrolet L.L.C.	\$ 24,462.00	5%	120	\$ 189.00	\$ 189.00
					N/A	Alan Jay Chevrolet-Cadillac, Inc.	\$ 24,580.00	5%	120	\$ 135.00	\$ 135.00
			5	2020 Chevrolet Colorado Ext Cab 128.3" 2WD 2LT (12N53)		Coggin Chevrolet L.L.C.	\$ 23,716.00	5%	120	\$ 189.00	\$ 189.00
					N/A	Alan Jay Chevrolet-Cadillac, Inc.	\$ 23,772.00	5%	120	\$ 135.00	\$ 135.00
			6	2020 Chevrolet Colorado Ext Cab 128.3" 2WD 2WT (12M53)		Garber Chevrolet Buick GMC, Inc.	\$ 20,996.00	2%	90-120	\$ 149.00	\$ 149.00
						Coggin Chevrolet L.L.C.	\$ 21,177.00	5%	120	\$ 189.00	\$ 189.00
					N/A	Alan Jay Chevrolet-Cadillac, Inc.	\$ 21,319.00	5%	120	\$ 135.00	\$ 135.00
		Ford	7	2020 Ford Ranger XL 2WD SuperCab 6' Box (R1E)		ASBURY JAX FORD, LLC d/b/a Coggin Ford	\$ 21,790.00	5%	90-120	\$ 225.00	\$ 225.00
					N/A	Garber Ford, Inc.	\$ 21,834.00	2%	90-120	\$ 149.00	\$ 149.00
					N/A	Duval Ford, LLC	\$ 22,085.00	2%	180	\$ 130.00	\$ 130.00
			8	2020 Ford Ranger XL 2WD SuperCrew 5' Box (R4E)		ASBURY JAX FORD, LLC d/b/a Coggin Ford	\$ 22,850.00	5%	90-120	\$ 225.00	\$ 225.00
					N/A	Garber Ford, Inc.	\$ 22,997.00	2%	90-120	\$ 149.00	\$ 149.00
					N/A	Duval Ford, LLC	\$ 23,247.00	2%	180	\$ 130.00	\$ 130.00
			9	2020 Ford Ranger XLT 2WD SuperCab		ASBURY JAX FORD, LLC d/b/a Coggin Ford	\$ 25,090.00	6%	90-120	\$ 225.00	\$ 225.00

MOTOR VEHICLES (25100000-19-1)											
Exhibit D.4.2: Price Sheet - Trucks Under One Ton											
Commodity Code: 25101507 (LIGHT TRUCKS OR SPORT UTILITY VEHICLES)											
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#,###)</a>	<a href="#">Vent / Rain Shields, Tape-On, Price (\$#,###)</a>
	EPA Class: Compact Pickup Truck, 2WD			6' Box (R1E)	N/A	Garber Ford, Inc.	\$ 25,248.00	2%	90-120	\$ 149.00	\$ 149.00
					N/A	Duval Ford, LLC	\$ 25,459.00	2%	180	\$ 130.00	\$ 130.00
			10	2020 Ford Ranger XLT 2WD SuperCrew 5' Box (R4E)		ASBURY JAX FORD, LLC d/b/a Coggin Ford	\$ 25,999.00	4%	90-120	\$ 225.00	\$ 225.00
					N/A	Garber Ford, Inc.	\$ 26,168.00	2%	90-120	\$ 149.00	\$ 149.00
					N/A	Duval Ford, LLC	\$ 26,396.00	2%	180	\$ 130.00	\$ 130.00
		Nissan	11	2020 Nissan Frontier 2WD Crew Cab LWB Auto SV (33110)	N/A	Alan Jay Nissan, Inc.	\$ 28,094.00	5%	120	\$ 135.00	\$ 135.00
			12	2020 Nissan Frontier 2WD Crew Cab SWB Auto S (32110)	N/A	Alan Jay Nissan, Inc.	\$ 24,699.00	5%	120	\$ 135.00	\$ 135.00
			13	2020 Nissan Frontier 2WD Crew Cab SWB Auto SV (32310)	N/A	Alan Jay Nissan, Inc.	\$ 25,457.00	5%	120	\$ 135.00	\$ 135.00
			14	2020 Nissan Frontier 2WD King Cab I4 Auto S (31110)	N/A	Alan Jay Nissan, Inc.	\$ 21,728.00	5%	120	\$ 135.00	\$ 135.00
			15	2020 Nissan Frontier 2WD King Cab I4 Auto SV (31310)	N/A	Beck Nissan, Inc.	\$ 23,195.00	5%	90	\$ 98.00	\$ 89.00
					N/A	Alan Jay Nissan, Inc.	\$ 23,598.00	5%	120	\$ 135.00	\$ 135.00
		Toyota	16	2020 Toyota Tacoma 2WD SR Access Cab 6' Bed I4 AT (SE) (7162)		Coggin Cars L.L.C. d/b/a Coggin Toyota at the Avenues	\$ 23,882.00	5%	120	\$ 189.00	\$ 189.00
					N/A	Alan Jay Import Center, Inc. d/b/a Alan Jay Toyota	\$ 24,109.00	5%	120	\$ 135.00	\$ 135.00
			17	2020 Toyota Tacoma 2WD SR Access Cab 6' Bed V6 AT (SE) (7164)		Coggin Cars L.L.C. d/b/a Coggin Toyota at the Avenues	\$ 25,927.00	5%	120	\$ 189.00	\$ 189.00
					N/A	Alan Jay Import Center, Inc. d/b/a Alan Jay Toyota	\$ 26,138.00	5%	120	\$ 135.00	\$ 135.00
			18	2020 Toyota Tacoma 2WD SR Double Cab 5' Bed I4 AT (SE) (7186)		Coggin Cars L.L.C. d/b/a Coggin Toyota at the Avenues	\$ 24,330.00	5%	120	\$ 189.00	\$ 189.00
					N/A	Alan Jay Import Center, Inc. d/b/a Alan Jay Toyota	\$ 24,553.00	5%	120	\$ 135.00	\$ 135.00

MOTOR VEHICLES (25100000-19-1)											
Exhibit D.4.2: Price Sheet - Trucks Under One Ton											
Commodity Code: 25101507 (LIGHT TRUCKS OR SPORT UTILITY VEHICLES)											
Sub-Group <sup>1</sup>	EPA/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILLS)	Base Vehicle Price (\$##,###.00) <sup>7</sup>	OEM Options Discount (##%) <sup>8</sup>	Estimated Lead Time in Days (###) <sup>10</sup>	<a href="#">Vent / Rain Shields, Flange Mounted, Price (\$#,###)</a>	<a href="#">Vent / Rain Shields, Tape-On, Price (\$#,###)</a>
		Toyota	19	2020 Toyota Tacoma 2WD SR5 Access Cab 6' Bed I4 AT (SE) (7122)		Coggin Cars L.L.C. d/b/a Coggin Toyota at the Avenues	\$ 25,488.00	5%	120	\$ 189.00	\$ 189.00
					N/A	Alan Jay Import Center, Inc. d/b/a Alan Jay Toyota	\$ 25,702.00	5%	120	\$ 135.00	\$ 135.00
			20	2020 Toyota Tacoma 2WD SR5 Double Cab 5' Bed I4 AT (SE) (7185)		Coggin Cars L.L.C. d/b/a Coggin Toyota at the Avenues	\$ 25,968.00	5%	120	\$ 189.00	\$ 189.00
					N/A	Alan Jay Import Center, Inc. d/b/a Alan Jay Toyota	\$ 26,178.00	5%	120	\$ 135.00	\$ 135.00
			21	2020 Toyota Tacoma 2WD SR5 Double Cab 5' Bed V6 AT (SE) (7146)		Coggin Cars L.L.C. d/b/a Coggin Toyota at the Avenues	\$ 29,007.00	5%	120	\$ 189.00	\$ 189.00
					N/A	Alan Jay Import Center, Inc. d/b/a Alan Jay Toyota	\$ 29,192.00	5%	120	\$ 135.00	\$ 135.00

## Board of Trustees Meeting Agenda Memo

Date: Friday, November 13, 2020  
Title: **Christmas Parade and Light up the Bay Support**  
Section & Item: 11.G  
Department: Property Services, Recreation  
Fiscal Impact: \$600.00  
Contact: Joseph Klosky, Chairman, John W. Coffey ICMA-CM,  
Community Manager  
Attachments:  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Consideration of Chairman Klosky's request for support of his annual BBRD Christmas parade and Light up the Bay contest.

### Background and Summary Information

Chairman Klosky requested this agenda item for the BOT to consider spending up to \$600 for the cost of his annual BBRD Christmas parade, festivities, and Light up the Bay contest.

Chairman Klosky believes, as in years past, he will be able to stay under his budget and not expend all the funds. Sufficient budget exists in the Property Services Department: Recreation Sub-department to fund this request.

Staff recommends the BOT authorize BBRD to expend up to \$600 on Christmas parade, festivities, and Light up the Bay contest as requested by Chairman Klosky.

-





## **Barefoot Bay Recreation District**

625 Barefoot Boulevard, 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, ICMA-CM

**Date:** November 13, 2020

**Subject:** Manager's Report

### Resident Relations

#### **ARCC Meeting 10/27/20**

- 24 Consent items – all approved
- 11 Other items – 10 approved & 1 tabled

#### **ARCC Meeting 11/10/2020 Agenda (Bldg. D/E at 9am)**

- 17 Consent items
- 4 Other items
- 1 Old Business (extension)

#### **Next ARCC Meeting**

- Scheduled for November 24th in Bldg. D/E at 9am

#### **Violations Committee Meeting 11/13/20 (Bldg. D/E at 10am)**

- 16 Cases are on the agenda

#### **Next Violations Committee Meeting**

- Scheduled for December 4th in Bldg. D/E at 10am

#### **Interesting Facts for October**

- 29 homes sold
- 45 new homeowners received their badges

### Property Services

- Painted new picnic tables for Pool #1
- Added sand and clay to the softball field per their direction and rototilled
- Completed the East lake trail refreshment
- Continued Working on pool 2# refurbishment
- Trimmed trees around the common grounds
- Put in posts to prevent golf carts from entering the fenced area at the miniature golf course
- Rebuilt and made repairs to benches on the fishing pier
- Addressed all current DOR violations
- Continued to solicit for bids/quotes for various projects

### Golf-Pro Shop

- November 23 & 24 (Course Overseed)
  - 23<sup>rd</sup> Back Nine and Putting Green Closed
  - 24<sup>th</sup> Front Nine and Driving Range Closed
- November 26<sup>th</sup> (Thanksgiving)
  - Golf Course Closed at 2pm
  - Last cart out 10am
- Now playing at your golf course
  - Saturday Mixed Couples
  - Sunday PM Scrambles
  - Call Pro Shop 664.3174 for details
- December 25<sup>th</sup>
  - Course Closed
- December 31<sup>st</sup>
  - Course Closes at 2pm
  - Last Cart out at 10am

### Food and Beverage

- November 26<sup>th</sup> (Thanksgiving)
  - 19<sup>th</sup> Hole Closed
  - Lounge Closed
- December 24<sup>th</sup>
  - 19<sup>th</sup> Hole closes at 6pm
  - Lounge closes at 6pm
- December 25<sup>th</sup>
  - 19<sup>th</sup> Closed
  - Lounge Closed

### General Information

**Beach Re-nourishment Update** – On October 26, 2020, the Brevard County Board of County Commissioners voted to spend an estimated \$2.6 Million (from the County tourism development fund) to renourish approximately half of the beach from Spessard Holland Park to the Sebastian Inlet State Park (14.5 miles). The work is planned to be completed in March 2021.

**FY22 Budget Preparation Status** – Trustees and residents are encouraged to submit their ideas for new or revised R&M/Capital projects to Community Manager Coffey ([jcoffey@bbrd.org](mailto:jcoffey@bbrd.org)) or drop them off (preferable in written form) at the Administration Building by December 4<sup>th</sup>. Due to the compressed budget preparation schedule this year, there will not be a separate Five-Year Financial Model and Capital Improvement Plan workshop. All projects (recommended for funding or not recommended for funding) will be considered by the BOT at their March and May workshops.