



**BAREFOOT BAY
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting
February 23, 2021 at 7:00 PM
Building D&E

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Presentations and Proclamations**
- 5. Approval of Minutes**
 - A. BOT Regular Meeting dated January 26, 2021 and BOT Workshop minutes dated February 9, 2021
- 6. Treasurer's Report**
 - A. Treasurer's Report
- 7. Audience Participation**
- 8. Unfinished Business**
 - A. Violations Committee Appointments
 - B. Phased Re-Opening Discussion
- 9. New Business**
 - A. Request for Reduction of Legal Fees and Costs - 1173 Waterway Drive
 - B. Architectural Review Control Committee (ARCC) Appointments
 - C. FASD Conference Attendance: Chairman Emeritus Klosky
 - D. RV Storage Fee Recommendation
 - E. Pool #2 Resurfacing Project: Confirmation of Change Orders #1 & #2
 - F. Building A Renovations Project: Change Order #9
 - G. Request for "Shade" Meeting pursuant to Fla. Stat. Sec. 286.011.
- 10. Manager's Report**
 - A. February 23, 2021
- 11. Attorney's Report**

12. Incidental Trustee Remarks

13. Adjournment

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

Barefoot Bay Recreation District Regular Meeting



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting

January 26, 2021

7PM –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on January 26, 2021 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 Mr. Grunow.

Roll Call

Present: Mr. Maino, Mr. Loveland, Mr. Grunow, Mr. Nugent, Mr. Morrissey. Also, present, John W. Coffey, ICMA-CM, Community Manager, Cliff Repperger, General Counsel, Stephanie Brown, District Clerk, Rich Armington, Resident Relations Manager, Charles Henley, Finance Manager, Kathy Mendez, Food & Beverage Manager, Matt Goetz, Property Services Manager.

Presentations and Proclamations

None.

Approval of Minutes

Mr. Loveland made a motion to approve the BOT Regular Meeting minutes dated January 8, 2021, FY22 Budget Kickoff Townhall and Beach Restroom Workshop minutes dated January 14, 2021. Second by Mr. Grunow. Motion passed.

Treasurer's Report

Mr. Nugent made a motion to approve the Treasurer's Report for January 26, 2021 as read. Second by Mr. Morrissey. Motion passed.

Audience Participation

Mary Miller-906 Jacaranda Drive-disapproved of reduction in fees for 368 Egret Circle.

Elaine Vanberschot-1090 Parkway Lane-gave an overview of the Civic Volunteer Organization (CVO) and the services they offer.

Joseph Palazzola-860 Laurel Circle-asked questions about the re-opening of Pool #2.

Paula Palazzola-860 Laurel Circle-spoke in favor of Pool #2 being reopened and placing an update on the next BOT Meeting Agenda.

Adriane Almeida-200 Sailfish Court-voiced her concern about a DOR Violation recently issued on her property.



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Nancy Eisle-944 Barefoot Blvd -would like to thank community for the food donations during the Christmas Food Drive.

Mr. Coffey read two letters from Richard Schwatlow-636 Marlin Circle-who spoke in favor of extending the Barefoot Bay walking trail. He also spoke in favor of creating an information platform to promote BBRD's Mini Golf.

Unfinished Business

Phased Re-Opening Discussion

Staff recommends re-opening the Billiard's Room effective Tuesday, February 2, 2021, keeping the Card Room closed. Staff also recommends allowing two riders to a golf cart upon request and 8-minute tee times, starting Monday, February 1, 2021. Starting February 13, 2021, live entertainment is recommended to increase to twice a week.

Mr. Loveland asked about capacity restrictions in the Billiard Room. Mr. Coffey responded 4 people will be the maximum capacity. Mr. Grunow suggested having a face mask requirement. Mr. Coffey responded that enforcing a mask requirement would be difficult.

Mr. Loveland made a motion to approve recommendations by staff. Second by Mr. Morrissey. Motion passed unanimously.

Violations Committee Appointments

Staff recommends deferring Violation Committee appointments to the next BOT Meeting.

Mr. Grunow made a motion to defer the Violation Committee appointments to the next BOT meeting on February 12th, 2021. Second by Mr. Loveland. Motion passed unanimously.

Bank Loan Validation Timing Discussion

Staff recommends deferring validation to the Spring

Mr. Repperger gave an overview of the validation process and the timeframe for completion. Cost is \$25,000 excluding appeal process for representation.

Mr. Grunow made a motion to defer the validation decision to the March 16th Budget Workshop for further Second by Mr. Loveland. Motion passed unanimously.

New Business

Shopping Center Lease Renewal: Civic Volunteer Organization

Community Manager recommends the BOT approve a new five-year lease with the CVO for part of unit #4 and unit #5 at the Shopping Center for \$0.00 rent with utilities paid for by BBRD.

Mr. Nugent spoke in favor of a 1-year lease. He also voiced his disapproval of a lease allowing eviction of the CVO with a 60-day notice. Mr. Morrissey spoke in favor CVO and having a lease longer than a year. Mr. Maino spoke in favor of approving the lease, but providing a report or minutes to the Community Manager or minutes



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demonstrating their activities. Mr. Loveland agreed with Mr. Maino. Mr. Grunow also spoke in favor of the lease and receiving a report from the CVO.

Mr. Morrissey made a motion to approve a new five-year lease with the CVO for part of unit #4 and unit #5 at the Shopping Center for \$0.00 rent with utilities paid for by BBRD. Second by Mr. Grunow. Motion passed unanimously.

Mr. Loveland made a motion for the CVO to provide a quarterly summary report to Mr. Coffey to include financial transactions, overall activities, and volume of those helped starting March 30, 2021. Second by Mr. Morrissey. Motion passed unanimously.

Request for Reduction of Legal Fees and Costs - 368 Egret Circle

Due to the fact that the homeowner refused to abate the violation when dealing with staff, the Community Manager recommends the BOT deny the request for waiver of costs.

Mr. Repperger explained the costs, (legal, filing and administration fees) options and possible outcomes of moving forward with pursuing trying to collect fees or waiving the costs.

Mr. Morrissey voiced his concern about setting a precedent by waiving fees. Mr. Grunow and Mr. Nugent agreed with Mr. Morrissey. Mr. Loveland would like more information on the process and timeline of the violation before moving forward.

Mr. Maino made a motion to deny the request for waiver of costs. Second by Mr. Grunow. Motion Passed 4-1. Mr. Loveland dissents.

Request for Forgiveness of Debt and Release of Liens: 804 Beech Court and 923 Frangi Pani Drive

Staff recommends that the BOT in the intent of the NRP program forgive and release the liens on the 804 Beech Court and 923 Frangi Pani Drive.

Mr. Grunow made a motion to forgive and release the liens on the 804 Beech Court and 923 Frangi Pani Drive. Second by Mr. Nugent. Motion passed unanimously.

Building A Renovations Project: Change Orders 5, 6, 7, & 8

Staff recommends the BOT confirm the Community Manager's approval of change orders numbered 5 through 8 at a total cost of \$10,810.00 and the addition of 7 days to the contract.

Mr. Loveland made a motion to confirm the Community Manager's approval of change orders numbered 5 through 8 at a total cost of \$10,810.00 and the addition of 7 days to the contract. Second by Mr. Grunow. Motion passed unanimously.

Building A Kitchen Equipment Purchases

Staff recommends the BOT approve the bid from Complete Restaurant for roll and plug-in kitchen equipment in the amount of \$44,248.26.



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Mr. Grunow made a motion to approve the bid from Complete Restaurant for roll and plug-in kitchen equipment in the amount of \$44,248.26. Second by Mr. Morrissey. Motion passed unanimously.

IT Security Upgrades and Standardization Proposal

Staff recommends the BOT approve the Omega Technology Solutions proposal of \$16,739.79 for security and standardization needs.

Mr. Loveland made a motion to approve the Omega Technology Solutions proposal of \$16,739.79 for security and standardization needs. Second by Mr. Nugent. Motion passed unanimously.

FY21 Budget Amendment: Employee health and ancillary insurance plans savings.

Resolution 2021-01 read by Mr. Repperger:

RESOLUTION 2021-01 A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2020-08; AMENDING THE BUDGET.

Mr. Grunow made a motion to adopt 2021-01 as read. Second by Mr. Loveland. Motion passed unanimously.

Florida Association of Special Districts' January Meeting Report

Mr. Grunow gave a report from the FASD January Quarterly Meeting.

Manager's Report

Resident Relations

ARCC Meeting 01/19/21

- 13 Consent Items – approved
- 11 Other Items – 9 approved, 2 denied for incomplete applications.

Next ARCC Meeting

- Scheduled for February 02, 2021 in Bldg. D/E at 9am

Violations Committee Meeting 01/08/21

- 26 cases are on the agenda
- 13 cases are to be presented, 11 cases came into compliance prior to the meeting, 2 cases DOR is working with the homeowners

Violations Committee Meeting 01/22/21

- Was canceled due to the majority of cases coming into compliance before the meeting



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Next Violations Committee Meeting

- Scheduled for February 12th in Bldg. D/E at 10am

Property Services

- Continued work on the Pool 2 renovations (replaced water damaged drywall, repaired holes in the walls and ceilings, repaired damaged sinks, repainted men's and women's rooms, replaced florescent tubes with LED fixtures, repaired leaking toilet, etc.)
- Rebuilt the doors on the shuffleboard storage shed
- Continued trimming trees on BBRD grounds as well as violations
- Replaced the lock on the greenhouse at the garden club
- Continued work on the FY22 Property Services Line-item budget requests (largest department in BBRD)
- Cleaned the inside and out of Building C
- Daily inspections of Building A Renovations project
- Attended site visit of all parties involved in Bldg. A CCTV room (hardware and wiring must be relocated due to renovation project)
- Repaired all the soffit and gutters at the 19th hole and D/E
- Repaired all the hanging lights behind the Lounge and stage
- Repaired broken waterline for memorial garden
- Repaired water leak at #6 tee restroom on the golf course
- Replaced broken and bent white posts for rope fence
- Replaced the rope lighting on the palm trees at the front fountain
- Replaced all piping and pump at the fishing pier
- Replaced the pump for lawn bowling irrigation
- Addressed all current DOR violations

Golf-Pro Shop

- Tournaments (Call Pro Shop at 664.3174 for details)
 - Jan 30th Carl Anderson Memorial Tournament (9 Holes)
 - 1pm Shotgun
 - Limited to 50 players
- Watertronics has removed the first irrigation pump off site for service
 - Pump 3 has been completed and will be returned and installed on Wednesday 20Jan21.
 - Pump 2 will be removed and taken off site for service at that time.

Food and Beverage

- Lunch service at the 19th Hole continues from 11am-3pm Monday through Saturday. When staffing permits, servers are also going outside to take orders on the porch and patio tables if patrons prefer to eat/drink outside. Bar snacks are available after 3pm.
- Since many residents are enjoying the live music from the field (between the Lounge and playground), all future live music will be held on the stage lakeside of the lounge from 2-6pm for people to be able to see and hear the band from the field to the pool. A gentle reminder that BBRD's alcohol license does not extend outside of the black gates at the Pool #1 complex.
- Entertainment calendars are available at the Lounge and the 19th Hole.



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General Information

- **Shopping Center Electrical Upgrade and Parking Lot Lighting Improvement Project Update –** Review of the draft design and construction drawings were received recently from TLC resulting in the need to re-design the placement of two parking lot light poles (currently located in non-ADA compliant curb ramps. Future re-pavement of the parking lot may require these to be made ADA compliant which would necessitate moving the light poles). Revised and final construction plans were received on January 19, 2021. Staff will proceed with developing a Request for Proposal to be issued at a future BOT meeting.
- **Shopping Center Re-Roofing Project Update –** Due to 2021 Building Code changes, staff approved an additional work proposal from TLC to revise the construction drawing to meet the new code. Once the vendor has reviewed the new plans, the contract will be finalized and placed on a future BOT meeting for approval.
- **FY22 Working Draft Proposed Budget (WDPB) Update and Reminder –** Department Managers submitted their initial line-item proposal by January 21, 2021 and the Community Manager will be meeting with each Department Manager over the next 10 days to finalize the budgetary numbers for FY22 WDPB. Key dates include:
 - No later than March 3, 2021: Submittal of the budget document to the Trustees.
 - No later than close of business March 5, 2021: Electronic copies will be available on www.bbrd.org.
 - March 8, 2021: Free paper copies of the Resident's FY22 WDPB will be available for pick up at the Administration Building.
 - Budget workshops are at 7pm in Building D/E and scheduled for:
 - Tuesday March 16th
 - Thursday March 25th
 - Tuesday May 4th
 - Monday May 10



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Attorney's Report

Mr. Repperger gave an update on the Blissful Things case. All motions were denied, and the case will now go to trial. He also stated that variance should be resolved within the next week. The Shaw Medical Group lease was pushed to the BOT Meeting on February 12, 2021.

Incidental Trustee Remarks

Mr. Loveland expressed his gratitude to residents for attending tonight's BOT Meeting.

Mr. Grunow expressed his gratitude to Mr. Cruz for the Veteran's Golf Tournament.

Mr. Maino reminded residents to practice social distancing and to wear face masks.

Adjournment

The next meeting will be on February 12, 2021 at 1pm in Building D/E

Mr. Nugent made a motion to adjourn. Mr. Maino adjourned

Meeting adjourned at 9:13pm

Jeff Grunow

Stephanie Brown, District Clerk



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Workshop

February 9, 2021

9AM –Building D&E

Workshop Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Workshop on February 9, 2021 Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Maino called the workshop to order at 9AM.

Pledge of Allegiance to the Flag

Led by Mr. Maino.

Roll Call

Present: Mr. Maino, Mr. Grunow, Mr. Nugent, Mr. Morrissey. Also, present, John W. Coffey, ICMA-CM, Community Manager, Cliff Repperger, General Counsel, Stephanie Brown, District Clerk, Rich Armington, Resident Relations Manager, Charles Henley, Finance Manager, Kathy Mendez, Food & Beverage Manager, Matt Goetz, Property Services Manager. Mr. Loveland was excused.

Audience Participation

Mr. Coffey read two letters from Rich Schwatlow-636 Marlin Circle-who spoke in favor of a fundraiser. He also questioned if a referendum was required for a dog park.

Mr. Coffey read a letter from Fran Solecki-910 Yew Street-who voiced her disapproval of a dog park.

Mr. Coffey read a letter from Angel Agel-487 Papaya Circle-BB Dog Lovers Club-who spoke in favor of having a dog park and provided location options and costs associated with building and maintaining the dog park.

Vicki Meyers-1305 Gardenia-spoke in favor of the dog park.

Discussion Items

Expansion of Kids' Swim Program

Staff proposed kids swim each Wednesday (year-round) for the last two hours of operations at Pool #2 or Pool #3 and combining the current summer kickoff and end parties into a once-a-year end of summer party at Pool #1.

Mr. Grunow gave an overview of the kids swim proposal. Mr. Maino asked the specific hours of operation. Mr. Goetz responded that the program would be 4-6pm and in the summer it would be later. Mr. Morrissey voiced his concern over kids' behavior/horseplay.

BOT consensus to accept staff's recommendation for kids swim year-round.



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Leash Free Dog Park

Mr. Grunow asked if a referendum was required to build the dog park. Mr. Repperger responded no, and explained the \$25,000 cap, and that it only applies to new acquisitions. He stated that Improvements to existing property was excluded. Mr. Coffey gave information on costs and stated if there is parking and a water source, building the dog park would be under \$20,000. Mr. Maino voiced his concerns over the location of the dog park and rule enforcement. Mr. Maino voiced his disapproval of a dog park.

Purchase of Land South of Micco Road RV Storage Lot

Mr. Nugent spoke in favor of purchasing the land and expanding parking. Mr. Coffey gave an overview of the proposal and lot. Mr. Grunow spoke in favor of purchasing the land while it is still available. Mr. Morrissey also spoke in favor of purchasing the land, and stated that it was a good investment. Mr. Coffey suggested a contingency sale if BOT is interested in purchasing the lot, in addition to a referendum. Mr. Maino asked if a loan would be required to buy the land, Mr. Coffey responded yes.

BOT consensus to have the Community Manager investigate further with the owner of the land.

RV Storage Fees

Mr. Coffey gave an overview of RV storage analysis and effects of increasing RV storage fees. Mr. Grunow spoke in favor of increasing the storage fees, but not in favor of pricing by square footage. Mr. Maino spoke in favor of raising assessment fees, but asked the reasoning behind raising the RV storage fees. Mr. Coffey responded that raising other revenue for BBRD assists with keeping the assessment rate low.

BOT Consensus to direct staff to investigate further and add it as an agenda item on a future BOT Meeting.

Alternate Means of Transferring Monies Between Investment Accounts

Mr. Maino asked about the current process. Mr. Henley responded that currently, the BOT has to approve any transfer between accounts. Mr. Maino spoke in favor of an alternate transfer process. Mr. Grunow asked Mr. Henley if he had a preference in methods. Mr. Henley responded that he had no preference; it is whatever works best for the community. Mr. Nugent spoke in favor of getting approval from those who are authorized signers and a process with flexibility. Mr. Maino spoke in favor of the Finance Manager notifying the Community Manager prior to a transfer between accounts and then notifying the treasurer once a transfer is made.

BOT consensus to accept alternate means of transferring monies between investment accounts.

Mr. Maino spoke in favor of adding a line item for bills under \$5000 to the BBRD Treasurer's Report.

Building A Kitchen Usage

Mr. Coffey gave an overview of the proposed policy manual change to include a kitchen schedule and uses for residents. Ms. Mendez gave details about the kitchen schedule, safety concerns, and health issues.

Mr. Grunow spoke in favor of the proposed kitchen schedule and having supervision in the kitchen. Mr. Maino agreed.



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Incidental Trustee Remarks

Mr. Maino spoke in favor of a 7-member Board of Trustees with 3-year terms.

Mr. Grunow spoke in favor of a board with longer terms.

Mr. Morrissey asked for a beach update. Mr. Repperger responded that is still investigating the needed elements of variance process and will have an update at the next Regular Board Meeting.

Mr. Coffey suggested discussing the possible board changes soon. Mr. Repperger would like to investigate the special act prior to going to the delegation to get a sponsor for the bill for a 7-member board.

Adjournment

Mr. Maino adjourned

Workshop adjourned at 10:20am

Jeff Grunow

Stephanie Brown, District Clerk

Barefoot Bay Recreation District

Treasurer's Report

February 23, 2021

Cash Balances in General Fund as of 2/15/21

Petty Cash Total Petty Cash: \$ 2,500.00

Operating Cash in Banks

MB&T Operating Account 3,425,610.57

Total Operating Accounts: 3,425,610.57

Interest Bearing Accounts

SBA Reserve Account 699,284.23

Total Interest Bearing Accounts: 699,284.23

Total Cash Balances in General Fund: \$ 4,127,394.80

Total Daily Deposits and Assessments Received for 1/20/21 - 2/15/21

Daily deposits: \$ 119,146.14

Assessments received: 166,520.48

Total Deposits Received: \$ 285,666.62

Expenditures for 1/20/21 - 2/15/21

| Check Number | Vendor | Description | Check Amount |
|--------------|---------------------------------|--|--------------|
| 56466 | Duvall Ford | F150 Additional Truck for P.S. | 22,093.00 |
| 56470 | Florida Power & Light Co | Electricity: 12/20 | 5,422.49 |
| 56473 | Health First Health Plans Inc | Employee Health Insurance: 2/21 | 26,205.71 |
| 56478 | Parkit Construction, Inc. | Pay Request #5 for Bldg A Renovations | 61,868.11 |
| 56485 | TLC Engineering Solutions Inc | Shopping Center Electrical Upgrades | 10,530.00 |
| 56491 | White Bird Law | Legal Fees: 12/20 | 20,098.50 |
| 56503 | Complete Restaurant Equipment | 50% Deposit for Kitchen Equipment for Bldg A Renno | 62,509.75 |
| 56508 | Duvall Ford | F250 Replacement Truck for P.S. | 34,435.20 |
| 56521 | Special District Services, Inc | Management Fees: 12/20 | 13,595.75 |
| 56531 | ABM Landscape & Turf Services | Golf Course & Ball Field Maint. - 1/21 | 38,955.02 |
| 56540 | Complete Restaurant Equipment | 50% Deposit for Addtl Kitchen Equipment for Bldg A | 22,319.13 |
| 56551 | Omega Technology Solutions, LLC | IT Upgrade & Monthly IT Support: 2/21 | 16,305.83 |
| 56581 | Morgan Bros | Water Heater for Bldg A Renno | 6,925.12 |
| 56582 | MSL, P. A. | Billing #2 for Audit Service | 13,000.00 |
| | Paychex | Net Payroll - PPE 1/17/21 | 58,745.76 |
| | United States Treasury | Payroll Taxes - PPE 1/17/21 | 16,805.91 |
| | Paychex | Net Payroll - PPE 1/31/21 | 59,895.26 |
| | United States Treasury | Payroll Taxes - PPE 1/31/21 | 16,854.38 |
| | Florida Department of Revenue | Sales Tax: 1/21 | 9,981.70 |

Total Expenditures \$5,000 and above: \$ 516,546.62

Expenditures under \$5,000: \$ 103,929.75

Total Expenditures: \$ 620,476.37

Board of Trustees Meeting Agenda Memo

Date: Tuesday, February 23, 2021
Title: **Violations Committee Appointments**
Section & Item: 8.A
Department: Resident Relations, DOR
Fiscal: N/A
Impact:
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager
Attachments: 2020 VC Mailing List Reappointment and Expiration schedule
: 12.04.2020, Preston resume, Preston additional information 1, Preston additional information 2, Holmberg resume2020, Deanna Newman resume, Resolution 2010-18
Reviewed by General
Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Appointment of two homeowners to alternate positions for 3-year terms if sufficient resumes/letters of interest are received.

Background and Summary Information

On December 4, 2020, the BOT appointed Ms. Vickie Sloss and Mr. John Vogt (previous alternate members of the Violations Committee) to the vacant voting member positions for a 3-year term. Staff begun advertising for resumes/letters of interest for the alternate positions in late November.

At the time of the drafting of this agenda memo, the following individuals submitted resumes/letters of interest for consideration of appointment to the Violations Committee:

Paul Preston
Stephen A. Holmberg
Deanna Newman

Additional resumes/letters of interest that are received prior to the meeting will be forwarded to the BOT and placed on www.bbrd.org.

Staff recommends the BOT appoint two property owners to the vacant alternate positions for 3-year terms (if sufficient number of resumes/letters of interest were received).

Arlene Maguire, Chair

712 Amaryllis Drive
Barefoot Bay, FL 32976
arlenejm@yahoo.com

828-301-3483

Appoint Date: 10/11/06
Reappointed retro 10/11/09
2nd term ends 10/11/12
3rd term ends 10/11/15
4th term ends 10/11/18
5th term ends 10/11/21

David Wheaton "Member"

1477 Barefoot Circle
Barefoot Bay, FL 32976
Bendavid58@yahoo.com
239-220-0948

Appoint Date: 9/22/2020
1st term ends 9/22/2023

Hurrol Brinker "Member"

554 Tarpon Drive
Barefoot Bay, FL 32976
Pbrinker3@cfl.rr.com
772-380-3943

Appoint Date: 1/28/2020
1st term ends 1/28/2023
Appoint Date Member: 10/09/2020
1st term ends 10/09/2023

Vickie L. Sloss – "Member"

625 Wedelia Drive
Barefoot Bay, FL 32976
Vlsloss1@gmail.com
908-343-7000

Appoint Date: 10/09/2020
Appointment Date Member: 12/04/2020
1st term ends 12/04/2023

John C. Vogt – "Member"

644 Periwinkle Circle
Barefoot Bay, FL 32976
Johnv52@verizon.net
814-450-9923

Appoint Date: 10/09/2020
Appoint Date Member: 12/04/2020
1st term ends 12/04/2023

- **Rich Armington, Resident Relations/H.R. Mgr.**
772-664-3141 Ext 208
RichArmington@bbrd.org
- **Sally-Ann Biondolillo,**
DOR/ARCC Administrative Assistant
772-664-3141 Ext 203
sallybiondolillo@bbrd.org
- **Mary Barry, Inspector**
772-664-3141 Ext 204
mbarry@bbrd.org
- **Matt Goetz, Property Services Manager**
772-664-2063
MattGoetz@bbrd.org

911 Fir Street Barefoot Bay, FL 32976
Cell phone (561-756-0233) (772-202-4799) prezpresto@aol.com

PAUL PRESTON

Qualifications

- Florida Licensed Community Association Manager
- Florida licensed realtor
- Experienced Condominium/Rental Complex Manger
- President of self-managed Homeowner Association
- Director of Operation of a telephone switch manufacturer (70 employees)
- Supervisor of a Telephone Engineering Group (10 employees)
- Master scheduler of over 1200 projects in both the U.S. and International Markets
- Project Manager of telecommunication projects involving 6 states and 39 cities.
- Global Network Planner involving 1400 cities in 52 countries.
- Project Manger of 2 North American Field Trials
- Volunteer Coordinator of YMCA programs for ages 9 to 18
- Electrical tester background
- Coordinated irrigation project
- Budget preparation
- Familiar with Continental's programs and procedures needed to manage a fractured community
- Worked with Julio Robaina and his Nine-member House Select Committee on Condominium and Homeowner Governance to implement changes introduced into law in 2008.

Professional Experience

8/2006 – 9/2011: Continental's Community Association Manager at Polo Glen Luxury Condominium in Plantation, FL

- Manage maintenance crew and selected vendors
- Provided monthly reports including financial statements and variance details
- Monitored monthly maintenance payments per association guidelines and issued the paper worked needed to involve the attorney when appropriate
- Managed Polo Glen in accordance with the City, State, and Federal regulations, these regulations involved pool, fountains, irrigation system, lakes, and landscaping
- Pool renovation
- Building painting and concrete renovation
- Y2000k program administrator

Additional Experience

American Digital Switching System – Melbourne, FL

- Worked with Design Engineers to develop an application package to guide installers in applying the company's product to place a call from any city in the world to any other city in the world.
- Acted as project manager for ADS's North American Field Trial, scheduled monitored and tracked all elements of the company's product from design to final payment
- Promoted to Director of Operations, tasked with procurement of parts, assemble of units, system testing, shipping, and Customer Service.

CIT-Alcatel - Reston, VA

- French Telephone Switch Manufacture with 350,000 employees worldwide.
- Managed CIT-Alcatel's North American Field Trial that involved tracking parts thru customs. Installing a switch into the worldwide network and collecting the final dollar

Global One – Reston, VA

- Global Network Planner tasked with routing telephone calls and collecting revenue for call between 1400 cities in 52 counties.

Datameterics – Orlando, FL

- Manufacture of rugged printer for military and commercial customer. Designed to parachuted into combat and still be operational.
- Managed their Y200k program.

Siemens – Boca Raton, FL

- Supervisor of their Application Engineering Group of 10 engineers

North Electric became ITT – Galion, OH & Cape Canaveral, FL

- Assembled, tested telephone systems, engineered installation packages to aid installers in placing the telephone switch into the worldwide network

Awards

- YMCA Volunteer of the Year
- YMCA Man of the Year
- Current world record holder of the unbreakable record.



CIT-ALCATEL, INC.

13775 McLearen Road
Herndon, Virginia 22071
(703) 481-2000

October 14, 1986

Paul, it gives me great pleasure to congratulate you on this your five year employment anniversary with CIT-ALCATEL, INC.

In our fast-paced environment, too often we do not have the opportunity to say "thank you" to the people whose dedication and contributions to our organization have helped it grow.

Over the years we have achieved many milestones, none of which could have been accomplished without the enthusiasm and dedication of employees such as yourself.

You have been instrumental in coordinating many of our projects. Your attention to detail and determination in seeing a job through are to be commended. Your efforts have been appreciated by our customers.

I wish to extend my personal thanks to you for your dedication and loyalty. I look forward to many more years of working with you at CIT-ALCATEL, INC.

A handwritten signature in blue ink, appearing to read "Paul Caizergues".

Paul Caizergues



ITT North Telecommunications Switching Division

Extends congratulations to

PAUL PRESTON

*With sincere appreciation for
Fifteen Years of loyalty and cooperation.*

*Throughout this association, mutual respect and
goodwill have continued to grow.
May each year in its turn bring you health and happiness.*



Personnel Director



Employee Relations Director



President and General Manager

Date September 8 19 79

Affidavit
AFFIDAVIT RELATED TO BAREFOOT BAY

STATE OF __FLORIDA__ COUNTY OF __BREVARD

BEFORE ME, the undersigned authority, this day personally appeared _____ who
after being duly sworn, deposes and says: I verified the following:

1. During the August 9, 2019 BOT meeting Paul Preston revealed many Bay's clubs and organizations tax-exempt status was revoked for failing to file the mandatory 990 form 3 consecutive years. Preston asked the BOT to fix these issues.
2. During the 9.13.2019 BOT meeting Paul Preston reported the softball league committed a felony by violating 817 when the league submitted a false statement to the State claiming the shareholders voted to voluntarily dissolved the league but continues to play in violation of 817.
3. Having reviewed Florida's Secretary of State Laurel Lee's Certification declaring the league dissolved in April of 2019 does not reflect the action of the League. The League did not dissolve.
4. The league did not dissolve and according to State employees including Lee the league did not dissolve.
5. Scores were published in the Tattler proving a felony occurred.
6. 80 players can testify they played in 2019-2020, further proof a felony occurred.
7. Only one made a false statement, both can not be true. I verified Lees account is the true statement. Subjecting her to immediate discharge for refusing to execute her oath as mandated by 876.06.
8. This applies to others who violated 876-06 paid or not.
9. Other statutes showing the penalties for not report a crime or concealing a crime.
10. understand making false statements or knowingly fail to report a crime subject me to prosecution.

FURTHER AFFIANT SAYETH NAUGHT: SIGNATURE _____

For: _____

SWORN TO and SUBSCRIBED before me on this _____ day of _____ 2019.

Notary Public, State of Florida

_____ Print name of Notary Public

My commission Expires:

The statute spells out this purpose in subsection , which states:

(a) Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully—

(1) **falsifies, conceals**, or covers up by any trick, scheme, or device[,] a material fact;

(2) makes any materially false, fictitious, or fraudulent statement or representation; or

(3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry shall be fined under this title, **imprisoned not more than 5 years or, ...**

(ii) 876.06 Discharge for refusal to execute.

--If any person required by ss. 876.05-876.10 to take the oath herein provided for fails to execute the same, the governing authority under which such person is employed shall cause said person to be immediately discharged, and his or her name removed from the payroll, and such person shall not be permitted to receive any payment as an employee or as an officer where he or she was serving.

Title 18, U.S.C., Section 241 - Conspiracy Against Rights

This statute makes it unlawful for **two or more persons to conspire to injure, oppress, threaten, or intimidate any person of any state,** territory or district in the free exercise or enjoyment of any right or privilege secured to him/her by the Constitution or the laws of the United States,

817.155 Matters within jurisdiction of Department of State; false, fictitious, or fraudulent acts, statements, and representations prohibited; penalty; statute of limitations.--A person may not, in any matter within the jurisdiction of the Department of State, knowingly and willfully falsify or conceal a material fact, make any false, fictitious, or fraudulent statement or representation, or make or use any false document, knowing the same to contain any false, fictitious, or fraudulent statement or entry. A person who violates this section is guilty of a felony of the third degree

When is it a crime not to report a crime.

Failure to Report a Crime under Federal Law (18 U.S.C. section 4)

Federal law prohibits concealing information about specific crimes. Under 18 United States Code, Section 4, you may be obligated to report a crime if you are directly asked during a criminal investigation whenever:

You have knowledge of the commission of a felony;

The felony actually occurred; and The felony is a federal offense;

If you willfully conceal the commission of a felony federal offense, you can be charged with “misprision of a felony.”

Misprision of a felony is a form of obstruction of justice. If you are convicted, you face up to a **\$250,000 fine**, imprisonment up **to three years**, or both fine and imprisonment.

What May Happen When Special Districts Fail to Comply with Certain Requirements

Since special districts are separate units of local government - not state or local programs overseen by another level of government - no single state agency or person has the authority to completely oversee special districts. The primary entity responsible for overseeing a special district is the special district's own governing board. Each governing board member is responsible for ensuring that the special district complies with all applicable laws and conducts its business as authorized by its charter and adopted budget.

Depending on the issue, when special districts fail to comply with a requirement, state and local agencies - as well as citizens - can take action. For example:

- The Governor **may suspend** or remove a special district governing body member under certain circumstances.
- The entity that created the special district can amend, merge, or **dissolve the special** district.
- The state attorney for the area can investigate and prosecute district officials who violate Government-in-the-Sunshine laws.
- The Joint Legislative Auditing Committee can **send state auditors** to a district if something warrants such action.

State of Florida

Department of State

I certify from the records of this office that BAREFOOT BAY OVER 60 SOFTBALL INC was a corporation organized under the laws of the State of Florida, filed on April 1, 2019, effective March 28, 2019.

The document number of this corporation is P19000029400.

I further certify that said corporation filed a Voluntary Dissolution on April 23, 2019, and that its status is inactive.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventeenth day of June, 2020*



Randy Rye
Secretary of State

Tracking Number: 0522245613CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Stephen A. Holmberg

506 Puffin Dr
Sebastian, Florida
32976

Sbumpkins@yahoo.com

Cell: 386-986-8578

EXPERIENCE

United States Department of State
Diplomatic Security Service
Washington, DC 20510
1977-2005

36 years with the US Department of State, Diplomatic Security Service, Foreign Service of the United States, as Section Chief, Branch Chief, Director, with additional duties as the Program Manager for several large contracts. I have served at 42 United States Embassies.

- Building security
- Site security
- Disaster recovery
- Building plans and reviews for security, safety, and material
- Risk Management policy, plans, and schemes.
- Security for the Ambassador, employees and families.
- Certified as a building security expert
- Construction techniques, electric, plumbing and like security systems
- Investigations
- Intelligence

Education:

- Senior level courses Foreign Affairs Institute
- National War College
- Foreign Service mid level management course
- Diplomatic Security management
- Other USGOV course
- B.S. Sociology Univ of Pa
- Mstrs. Criminal Psychology

DEANNA NEWMAN

Deanna Newman
1104 Waterway Dr
Barefoot Bay fl, 32976

I would like to apply for the position on the Barefoot Bay Violations Committee.

I am currently working at Sunshine Rentals and Sales in Barefoot Bay as a Realtor.

I have Also Successfully completed the Florida's Community Associations Manager Course.

I feel like I would be asset to this committee as I am familiar and have read the ARCC and the Brevard County Code.

Thank-you,
Deanna Newman

RESOLUTION 2010 -18

**A RESOLUTION OF THE BOARD OF TRUSTEES OF
THE BAREFOOT BAY RECREATION DISTRICT;
AMENDING RESOLUTION 2008-1; PROVIDING FOR
CONFLICTS; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Barefoot Bay Recreation District has previously adopted Resolution 2008-1 regarding the processing of Deed of Restrictions violation enforcement cases; and

WHEREAS, the Board of Trustees desires to amend Resolution 2008-1 to remove term limits for members of the Violations Committee;

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

Section 1. Section 3 (f) of Resolution 2008-1 is hereby amended to read as follows:

(f) A member of the Violations Committee may be reappointed upon approval of the Board of Trustees. ~~A member of the Violations Committee may serve a maximum of two consecutive terms.~~

Section 2. This Resolution shall become effective immediately upon its adoption.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed and all resolutions or parts of resolutions not in conflict herewith are hereby continued in full force and effect.

Section 4. If any provision of this resolution or the application thereof to any person or circumstances is held invalid, the invalidity shall not effect the other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

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

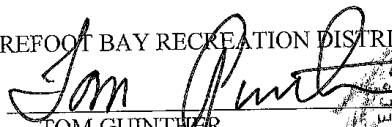
| | |
|-----------------------------|-----|
| Chairman, Tom Guinther | Yes |
| Trustee, Louise Crouse | Yes |
| Trustee, Joseph Klosky | No |
| Trustee, John M. McAfee | Yes |
| Trustee, Charles W. Mershon | Yes |

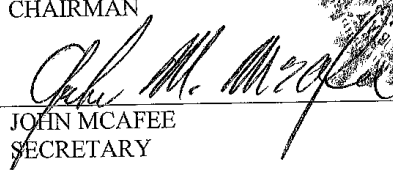
The Chairman thereupon declared this resolution Done, Ordered, and Adopted this

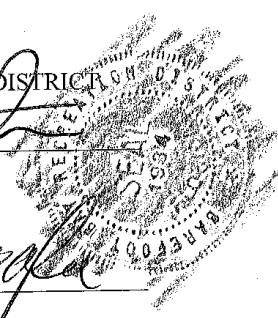
8th day of October, 2010.

BAREFOOT BAY RECREATION DISTRICT

By:


TOM GUINThER
CHAIRMAN


JOHN MCAFEE
SECRETARY



Board of Trustees

Date: Tuesday, February 23, 2021
Title: **Phased Re-Opening Discussion**
Section & Item: 8.B
Department: Administration, District Clerk
Fiscal Impact: N/A
Contact: John W. Coffey ICMA-CM, Community Manager
Attachments: Re-opening history, BBRD reopening timeline
Reviewed by
General Counsel: N/A
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

(Actions taken by the BOT and staff from Friday, May 8, 2020 through Friday, December 4, 2020 are listed as an attachment to this agenda memo.)

Friday, January 08, 2021

The BOT confirmed staff's recommendation to return the Administration Building to normal days of operations (has been closed on Fridays since early days of pandemic to reduce hourly employee costs) on Monday, January 11, 2020. Additionally, the BOT requested staff to develop a re-opening plan for the Billiard's Room and the Card Room in Building C (and to present it at the next regular meeting).

January 26, 2021

The following Building C re-opening was provided in response to direction of the BOT at the January 8, 2021 Meeting.

Building C re-opening plan

- All residents/guests must see pool host for temperature check before entry to Building C.
- The door facing building A will be posted as EXIT ONLY

Billiards Room Specific Rules

- Will be open for normal hours of operation 9am-9pm with a maximum capacity of 4 persons
- Will be sanitized between users and closed for 15 minutes post fogging before reentry Cues sanitized by the pool host,
- Cues will be stored in the pool host equipment shed and issued upon request
- The center billiards table will be wrapped, caution taped and out of service until phase 4
- CDC social distancing guidelines will be encouraged to be followed

Card Room Specific Rules

- Will be open for normal hours of operation 9am-9pm
- Will be sanitized between set-ups and usage and closed for 15 minutes post fogging before reentry
- Groups will be asked to temporarily modify setups to coincide with CDC guidelines
- CDC social distancing guidelines will be encouraged to be followed

The BOT adopted the following recommendations from staff:

Billiard's Room

- Re-open effective Tuesday, February 2, 2021, keeping the Card Room closed

Golf-Pro Shop

1. Start 8-minute tee times on February 1st

- a. Allows staff time to receive ordered dividers for our fleet
- b. Install dividers on fleet carts
- c. Prepare staff functions for increased traffic

2. Adjust group sizes back to pre-pandemic levels

3. Return to a soft two rider per cart rule

a. Carts shall have two riders except for instances when all players in a foursome have their own cart. The Golf-Pro Shop Department is still trying to be as safe as possible so if a private cart owner wants to use his/her own cart without a rider it will be allowed until all remaining COVID-19 restrictions are lifted.

b. Group leaders have been asked to schedule their players in a manner that lessens the need for private cart owners to ride doubled up if they are concerned about COVID-19.

c. Ernie has researched many courses in the area. They are all in a two-rider per cart policy. Even the group leaders he spoke with say that they ride two per cart in their travel leagues away from Barefoot Bay.

Food & Beverage

- Expand the number of Lakeside entertainment events from once a weekend to twice a weekend (i.e. Saturday and Sunday) beginning February 13, 2020.

- Limited capacity would remain at approximately 250 people. Food & Beverage has hosted multiple outdoor entertainment weekend events so far this month without any incidents or reports of COVID-19 outbreaks coming from the events.

For consideration by the BOT at the February 23, 2021 meeting:

Pools

- Implement Phase 4 (full capacity) at Pools 1 & 3 effective Monday, March 1, 2020 and at Pool #2 as soon as the pit replacement and resurfacing work is completed and Brevard County Health Department inspector authorizes resumption of use.

Staff does not anticipate any other re-opening recommendations at this time but will proffer any needed changes based on operational needs and COVID-19 conditions at the 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.

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.

Board of Trustees Meeting Agenda Memo Attachment

Date: February 23, 2021
Title: **Phased Re-Opening Discussion – Pre-January 8, 2021 Actions**

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 re-open 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 [Mon.-Sat.] 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.

Friday, November 13, 2020

The BOT voted to put tables and chairs back on the 19th Hole porch and by consensus to keep the Billiards room closed. Staff stated their intent to provide at the December 4th BOT meeting a proposal to start limited lunch service at the 19th Hole and outdoor limited capacity weekend entertainment Lakeside starting in January 2021.

Friday, December 4, 2020

The BOT, by a 3-2 vote, accepted the following recommendation of staff to commence the first week of January 2021.

19th Hole

- Lunch service 11am-3pm Monday – Saturday
- Hot dogs only on Sundays
- Prepared bar snacks 3-7pm

Lounge

- Hot dogs, snacks, and and/or pre-packaged food 2-9pm

Lakeside

- Entertainment alternate Saturdays and Sundays from 2-6pm (1 per weekend) with limited capacity (approximately 250 to start)

Catering

- Small event (clubs/organizations) catering at Building D/E through the 19th Hole
- Catering out of Building A to start in late March 2021 (after completion of the Building A Renovations project)

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 19th 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 19th Hole will open under the following conditions
 - Reduced capacity and limited hours of operations
 - Lounge: (30% capacity or 40 people including staff)
 - 19th 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
 - 19th 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 19th 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 19th Hole remain open under the following conditions
 - Relaxed reduced capacity and limited hours of operations
 - Lounge: (50% capacity or 60 people including staff)
 - 19th 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
 - 19th 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 19th 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)
 - 19th Hole
 - 102 capacity including staff
 - 19th 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: Tuesday, February 23, 2021

Title: Request for Reduction of Legal Fees and Costs - 1173 Waterway Drive

Section & Item: 9.A

Department: Resident Relations, DOR

Fiscal: \$465.39 - Hard costs

Impact: \$672.50 - Legal fees to date, including work in progress

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

Attachments : Letter from M. Neeley, 07.03.2018 Photo, 07.18.2018 Photo Website, 07.18.2018 Notice of Violation, 09.19.2019 Photo, 09.20.2018 Photo, 09.20.2018 Statement of Violation with AoN C.R.P.E. - Violation Committee, 10.08.2018 Photo Pre VC Insp, 10.12.2018 VC Agenda Attachment, 10.12.2018 Signed F.F.C., 03.05.2019 Photo, 05.08.2019 Photo, 07.22.2019 Photo, 09.19.2019 Photo, 10.02.2019 Statement of Violation, 10.02.2019 Photo Posted Notice (BOT), 10.07.2019 Photo, 10.11.2019 BOT Agenda, 10.11.2019 BOT Final Order, 12.27.2019 Photo, 02.05.2020 Photo, 03.05.2020 Photo, 06.03.2020 Photo, 10.01.2020 Photo, 11.12.2020 Photo, 11.17.2020 Executed Complaint Atty, 10.18.2019 Photo (2), 12.17.2020 Affidavit of Compliance

Reviewed by

General

Counsel: Yes

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

Requested Action by BOT

Consideration of homeowner's request for waiver of Legal fees.

Background and Summary Information

Timeline:

July 3, 2018 - Initial inspection of 1173 Waterway Drive with photo.

July 18, 2018 - Second inspection with photo.

July 18, 2018 - Notice of Violation was sent.

September 10, 2018 - Homeowner called the office to explain he did not have the funds to complete the carport at this time. It was explained to him that he needed to apply for a permit, or he could lose his privilege's.

September 20, 2018 - A Statement of Violation and Notice of Hearing was sent.

October 8, 2018 - Pre-VC Inspection was completed.

October 12, 2018 - The case was presented to the Violations Committee. The home was found to be in violation by the Violations Committee. The homeowner was sent a signed Findings of Facts and Recommended Order via certified mail.

November 19, 2018 - Certified mail was unclaimed and returned to us. March 5, 2019 - Post VC Inspection with photo.

May 8, 2019 - Post VC Inspection with photo.

July 22, 2019 - Post VC Inspection with photo.

September 19, 2019 - Post VC Inspection with photo.

October 2, 2019 - A Statement of Violation and a BOT Notice of Hearing was generated and posted on property with



photo.

October 7, 2019 - A Pre-BOT Inspection with photo.

October 11, 2019 - Presented to the BOT. Executed the BOT Findings of Fact, Conclusions of Law, and Final Order.

October 18, 2019 - Post BOT Inspection with photo.

December 27, 2019 - Post Attorney Inspection with photo.

February 5, 2020 - Post Attorney Inspection with photo.

March 5, 2020 - Post Attorney Inspection with photo.

June 3, 2020 - Post Attorney Inspection with photo.

October 1, 2020 - Post Attorney Inspection with photo.

November 12, 2020 - Post Attorney Inspection with photo.

November 17, 2020 - Executed Complaint was returned to the Attorney.

December 17, 2020 - Homeowner came to the office and wanted to know why there were Legal fees. Staff informed they would come out and inspect the carport. Staff met the homeowner at his home and using a steel tape measure and measured the carport. It appeared the carport was 2" to 6" too short. Staff at that time decided not to pursue the violation any further.

Staff recommends the BOT approve the request by the homeowner to waive Legal fees.

DEAR RICHARD ARMITAGE,

I AM ASKING THAT THE AGENCY FEES BE WAIVED IN REGARD TO MY CAREPORT EXTENSION. I BELIEVE THAT YOU DECIDED THAT I WAS NOT OUT OF COMPLIANCE AFTER ALL. THERE FOR I FEEL THAT I SHOULDN'T HAVE TO PAY THE AGENCY FEES. THANKS FOR YOUR CONSIDERATION ON THIS MATTER

SINCERELY

Mike Neely





Document: 1173 Waterway Dr Carport

Date Taken:07/03/2018

Address:1173 WATERWAY DRIVE

Taken by:Terri Curles

Case Number:18-003064

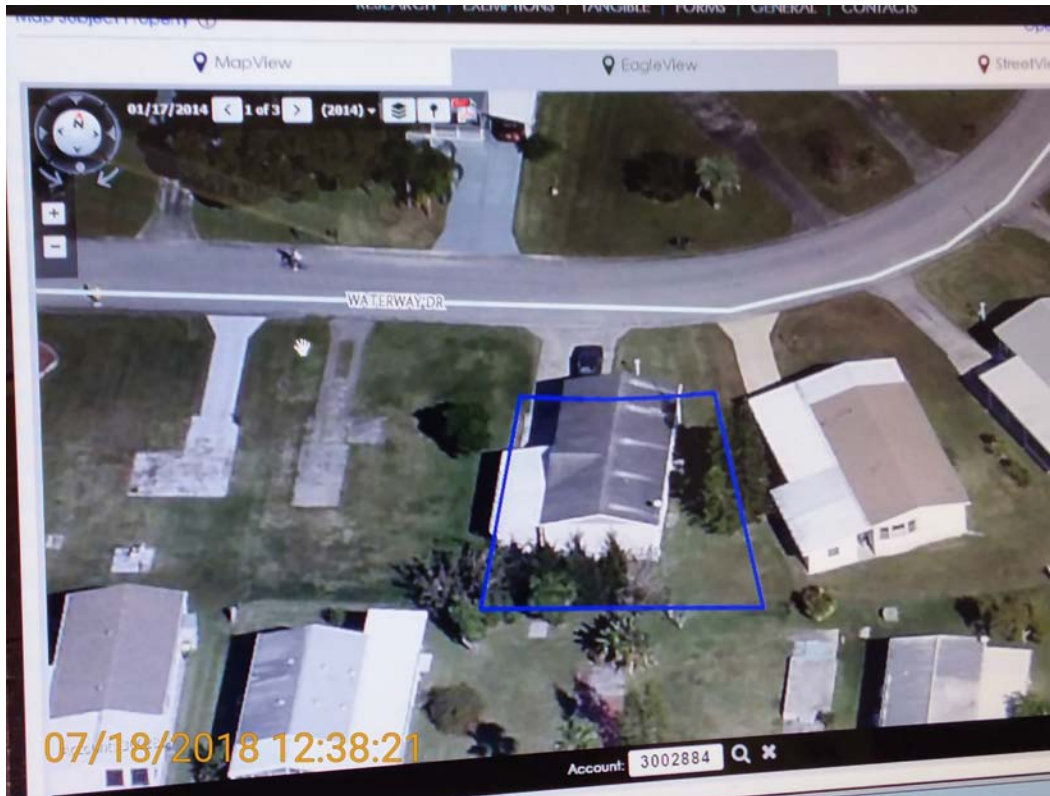


Photo: 1173 Waterway 2014

Date Taken:07/18/2018

Address:1173 WATERWAY DRIVE

Taken by:Terri Curles

Case Number:18-003064



BAREFOOT BAY RECREATION DISTRICT DOR ENFORCEMENT/ARCC

NOTICE OF VIOLATION

Case #: 18-003064

July 18, 2018

#4456/18-003064
NEELY, ROBERT M,
1173 WATERWAY DR
BAREFOOT BAY, FL 32976

BLOCK # 133 LOT# 11

RE: 1173 WATERWAY DRIVE

DOR Enforcement has observed that you are in violation of the Barefoot Bay Deed of Restrictions. Specifically: the existing Carport is not long enough, must be 18' in length (ARCC rules/regulations)

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

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)(2) A garage or carport roof, including posts and fascia, fabricated of aluminum or other approved material.

Corrections: carport

It is requested that you fill out the enclosed permit application and return it to Barefoot Bay Recreation office within **30 days** of the date of this letter. The permit is free and will extend you 4 months to take care of the carport. Enclosed are several years of pictures showing the carport was originally attached. I do apologize for any inconvenience, however, DOR is trying to make sure all the homes in Barefoot Bay are in uniform with carports/sunporches.

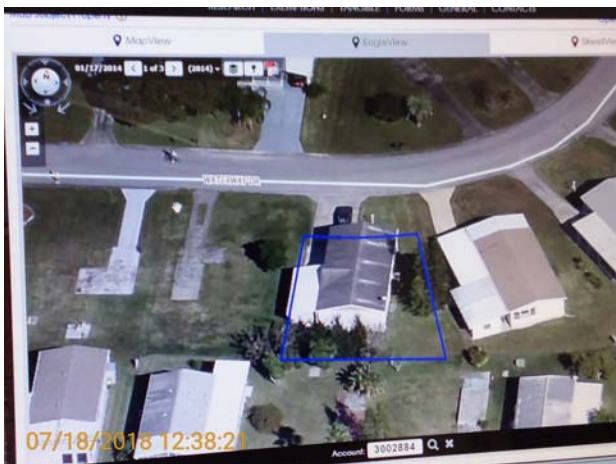
If the violations are not corrected by the time specified for correction, the case shall be presented to the Violations Committee.

Pursuant to Resolution 2012-09 and Resolution 2012-14: If any property has been determined to be in violation by the Violations Committee, then all social, family and golf memberships affiliated with the property shall be automatically suspended. No party, whether they be owner, renter, or guest affiliated with the property may use any District Facility until an Order of Compliance is issued.

You can contact the DOR Enforcement/Permitting Office at **(772) 664-4722** Monday - Friday from 8:30 a.m to 4:00 p.m. or at our physical address 931 Barefoot BLVD Unit 1, Barefoot Bay, FL, 32976.

Sincerely,

Terri Curles
DOR Inspector



1173 Waterway 2014
Terri Curles
Jul 18, 2018



1173 Waterway 2013
Terri Curles
Jul 18, 2018



1173 Waterway Dr Carport
Terri Curles
Jul 03, 2018



Document: 1173 waterway fail

Date Taken:09/19/2019

Address:1173 WATERWAY DRIVE

Taken by:Stephane Fecteau

Case Number:18-003064



Photo: 1173 Waterway Exterior maintenance/carport missing

Date Taken:09/20/2018

Address:1173 WATERWAY DRIVE

Taken by:Terri Curles

Case Number:18-003064

**BAREFOOT BAY VIOLATIONS COMMITTEE
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 18-003064

#4456/18-003064

NEELY, ROBERT M,
1173 WATERWAY 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 II, SECT. 3 (A) (2) ADIR (garage or carport roof)**

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)(2) A garage or carport roof, including posts and fascia, fabricated of aluminum or other approved material.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 133 Lot # 11
1173 WATERWAY DRIVE
BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Carport

DATE OF VIOLATION FIRST OBSERVED: Jul 03, 2018

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

07/18/2018 via First Class
09/20/2018 via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: October 08, 2018



Terri Curles, DOR Inspector
772-664-4722

DATE: September 20, 2018

**BAREFOOT BAY RECREATION DISTRICT
BREVARD COUNTY, FLORIDA
VIOLATIONS COMMITTEE**

NOTICE OF HEARING

Hearing Date: 10/12/2018

The Respondent must correct the alleged violation(s) contained in the enclosed Statement of Violation by the date set forth therein and contact the Deed of Restrictions Enforcement Officer who signed the Statement of Violation to verify such correction. If the Respondent disputes the existence of the violation(s) and wishes a hearing, notice is hereby given that a **Hearing** will be conducted before the Violations Committee at **10:00 A.M.** on **10/12/2018 at 1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.** The purpose of this **Hearing** will be to determine whether or not the alleged violation(s) exist.

If the violation(s) described in the Statement of Violation are corrected and then recur, or if the violations are not corrected by the time specified for correction, the case shall be presented to the Committee. In the case of a repeat violation, the case shall be presented to the Committee, whether or not a violation is present at the time.

The Violations Committee will receive testimony and evidence at the **Hearing** and make Findings of Fact as are supported by the testimony and evidence pertaining to matters alleged in the enclosed Statement of Violations. The respondent is entitled to testify and present evidence and witnesses at the **Hearing**, or may be represented by an attorney. *If the committee finds the property to be in violation all social, family, and golf memberships affiliated with the property will be automatically suspended.*

IF ANY INDIVIDUAL WISHES TO APPEAL ANY DECISION MADE BY THE VIOLATIONS COMMITTEE 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 (FS 286.0105) 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.

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 772-664-4722.

September 20, 2018

Violations Committee/Deed of Restrictions Staff



1173 Waterway Exterior maintenance/carport missing
Terri Curles
Sep 20, 2018

**BAREFOOT BAY VIOLATIONS COMMITTEE
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 18-003064

#4456/18-003064

NEELY, ROBERT M,

1173 WATERWAY DR

BAREFOOT BAY, FL 32976

Respondent(s),

RE: 1173 WATERWAY 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 Terri Curles for the Barefoot Bay Recreation District, who after being duly sworn deposes and says:

1. That on or about the _____ day of _____ 2018, 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 _____ 2018, 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 _____ 2018, 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 _____ 2018, 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____.



Terri Curles, DOR Inspector

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

Notary Public
State of Florida at Large



Photo: 1173 Waterway Carport(missing) PRE-VC INSP.

Date Taken:10/08/2018

Address:1173 WATERWAY DRIVE

Taken by:Terri Curles

Case Number:18-003064



**BAREFOOT BAY RECREATION DISTRICT
BREVARD COUNTY, FLORIDA
VIOLATIONS COMMITTEE**



Agenda
1225 Barefoot Blvd, Bldg. D & E
10/12/2018
10:00 a.m.

- **Call to Order:**
- **Pledge of Allegiance:**
- **Roll Call:**
- **Approval of Minutes:**
- **Swearing in of Inspectors and Witnesses:**
- **Chairperson's and other member's Report:**

New Business: Current VC cases for review:

ADIR (garage or carport roof)

1. 18-003064 1173 WATERWAY DRIVE

Clotheslines

~~2. 18-0034 69 954 LAUREL CIRCLE~~

Condition of Prop. (A)(D) Lawn & Landscape (Recurring Mtnc.)

3. 18-003557 229 KIWI DRIVE - DOR is working with the Homeowner

4. 18-004156 449 DOLPHIN CIRCLE

~~5. 18-004228 1035 ROYAL PALM DRIVE~~

~~6. 18-004312 1057 MANILA DRIVE~~

~~7. 18-004336 1053 MANILA DRIVE~~

~~8. 18-004433 889 PECAN CIRCLE~~

Condition of Prop. (B) PW

9. 18-003200 909 HEMLOCK STREET

~~10. 18-003308 1205 GARDENIA DRIVE~~

11. 18-003422 523 SEA-GULL DRIVE

12. 18-003470 954 LAUREL CIRCLE

13. 18-003941 1057 MANILA DRIVE

14. 18-004316 1000 ORIOLE CIRCLE

Condition of Prop. (C) Unauthorized items

15. 18-003468 954 LAUREL CIRCLE

16. 18-003921 937 ORIOLE CIRCLE

17. 18-004429 1016 WREN CIRCLE

Exterior Maintenance

18. 18-003504 1005 ORIOLE CIRCLE

19. 18-003925 937 ORIOLE CIRCLE

Pets

20. 18-004176 856 PECAN CIRCLE

Closing Remarks:

Adjournment: The next regular meeting will be held on Friday, October 26, 2018 in Building D & E at 10:00 a.m.

**BAREFOOT BAY VIOLATIONS COMMITTEE
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 18-003064

#4456/18-003064
NEELY, ROBERT M,
1173 WATERWAY DR
BAREFOOT BAY, FL 32976
Respondent(s),

VIOLATIONS COMMITTEE FINDINGS OF FACT AND RECOMMENDED ORDER

AND

NOTICE OF DISTRICT HEARING

THIS CAUSE having come on for the public hearing before the Violations Committee on 10/12/2018 after due notice to the Respondent and the Violation Committee having heard testimony under oath and receiving evidence, thereupon issues this Finding of Fact and Recommended Order as follows:

- A. The Respondent(s) NEELY, ROBERT M, et. al. is/are the owner(s) of that certain parcel of real property located at 1173 WATERWAY DRIVE, Barefoot Bay, FL 32976 (the "Property")
- B. Based upon the testimony heard and the evidence presented, the Violation Committee concluded that there is a violation of ARTICLE II, SECT. 3 (A) (2), ADIR (garage or carport roof), carport

ORDER

Based upon the foregoing finding of fact and recommended order, it is
ORDERED AND ADJUDGED THAT:

1. Respondent(s) shall by October 26, 2018 come into compliance with the violation cited herein by Carport is missing.
2. Should the Respondent(s) fail to comply with this Recommended Order by October 26, 2018 the Respondent(s) is advised that the matter will be forwarded to the Board of Trustees with the Violation Committee's findings and recommendations along with a status report from DOR Enforcement Staff for the Board of Trustees to make a determination as to whether to proceed with legal action. Based on the nature of the violation found to exist in this matter, should the violation not be corrected within the time provided herein, the Violations Committee does recommend legal or equitable action, or other appropriate action, be taken by the Board of Trustees.
3. The Respondent is further advised that he/she shall contact the DOR staff and schedule an inspection to confirm the compliance with this Order has been achieved. Upon compliance, an Order of Compliance shall be issued by the Violations Committee and the Respondent shall be deemed in compliance with the violation(s) cited herein.
4. The Respondent(s) are further advised that should a repeat violation occur, the Respondent(s) will not be given notice to cure and will be brought before the Violations Committee.

DONE AND ORDERED this 10/12/2018 at Barefoot Bay Recreation District Brevard County, Florida.

Violations Committee of the Barefoot Bay
Recreation District Brevard County, Florida

M.  Lyddy, Chair

Al Grunow, Vice Chair

NOTICE

Case # 18-003064

Site Address: 1173 WATERWAY DRIVE

Your case has been referred to the Board of Trustees for further action. **If the Recreation District brings legal action to enforce the provisions of the Barefoot Bay Recreation District Deed of Restrictions, the Recreation District shall be entitled to an award of attorney's fees and court costs.**

Barefoot Bay Recreation District Deed or Restrictions

Article III Section 12. (C) Penalties. In the event that the Recreation District determines that the Owner or Occupant of the Lot to whom such notice of violation has been given has not corrected the violation within the time set forth in the notice, the Recreation District may, in its discretion, consider the issue of such violation at a regular meeting of the Board of Trustees of the Recreation District. **If the Board of Trustees 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 or 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 this Instrument, the Recreation District shall be entitled to an award of attorney's fees and court costs incident to such action.**

Your case which is set to be heard by the Board of Trustees, may than be forwarded to the District's attorney for legal action at that meeting. The Recreation District shall be entitled to an award of attorney's fees and court costs incident to such action.

Call 772-664-4722 if you have any questions.

**BAREFOOT BAY RECREATION DISTRICT
BREVARD COUNTY, FLORIDA**

**NOTICE OF HEARING
OF**

FINDINGS OF FACT AND RECOMMENDED ORDER ISSUED BY THE VIOLATIONS COMMITTEE

Pursuant to Resolution 2008-1 of the Board of Trustees of The Barefoot Bay Recreation District adopted the 22nd day of January, 2008; Section 7: Enforcement Procedure.

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at 1:00 P.M. on 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 772-664-4722.

October 11, 2018

Deed of Restrictions STAFF



1173 Waterway Carport(missing) PRE-VC INSP.
Terri Curles
Oct 08, 2018



Document: 1173 waterway

Date Taken:03/05/2019

Address:1173 WATERWAY DRIVE

Taken by:Stephane Fecteau

Case Number:18-003064



Document: 1173 waterway

Date Taken:05/08/2019

Address:1173 WATERWAY DRIVE

Taken by:Stephane Fecteau

Case Number:18-003064



Document: 1173 waterway

Date Taken:07/22/2019

Address:1173 WATERWAY DRIVE

Taken by:Stephane Fecteau

Case Number:18-003064



Document: 1173 waterway fail

Date Taken:09/19/2019

Address:1173 WATERWAY DRIVE

Taken by:Stephane Fecteau

Case Number:18-003064

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 18-003064

#4456/ 18-003064

NEELY, ROBERT M
1173 WATERWAY 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 II, SECT. 3 (A) (2) ADIR (garage or carport roof)**

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)(2) A garage or carport roof, including posts and fascia, fabricated of aluminum or other approved material.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 133 Lot # 11
1173 WATERWAY DRIVE
BAREFOOT BAY, FL 32976

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

DATE OF VIOLATION FIRST OBSERVED: Jul 03, 2018

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

July 18, 2018 via First Class
September 20, 2018 via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: October 07, 2019

Mary Barry

Mary Barry, DOR Inspector
772-664-3141

October 02, 2019



1173 waterway fail
Sep 19, 2019



1173 waterway
Jul 22, 2019

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

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM** on **October 11, 2019** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

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

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

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

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

October 02, 2019

Deed of Restrictions STAFF

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 18-003064

#4456 / 18-003064

NEELY, ROBERT M,

1173 WATERWAY DR

BAREFOOT BAY, FL 32976

Respondent(s),

RE: 1173 WATERWAY DRIVE
Barefoot Bay, FL 32976

AFFIDAVIT OF NOTICES

STATE OF FLORIDA
COUNTY OF BREVARD

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

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

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20____.



Mary Barry, DOR Inspector

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

Notary Public
State of Florida at Large



Photo: 1173 Waterway. Posted notice (BoT).

Date Taken:10/02/2019

Address:1173 WATERWAY DRIVE

Taken by:Peter Essig

Case Number:18-003064



Photo: 1173 Waterway. Carport must be 18' of covered parking.

Date Taken:10/07/2019

Address:1173 WATERWAY DRIVE

Taken by:Mary Barry

Case Number:18-003064



**BAREFOOT BAY
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting
October 11, 2019 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. Sept. 24, 2019
6. **Treasurer's Report**
 - A. Treasurer's Report
7. **Audience Participation**
8. **Unfinished Business**
9. **New Business**
 - A. DOR Violations
 - i. DOR VIOLATION 17-005100 439 ROYAL TERN DRIVE
 - ii. DOR VIOLATIONS 18-003064 1173 WATERWAY DRIVE
 - iii. DOR VIOLATION 18-0005911025 WREN CIRCLE
 - iv. DOR VIOLATION 19-000214 937 ORIOLE CIRCLE
 - v. DOR VIOLATION 19-000377 1321 BAREFOOT CIRCLE
 - vi. DOR VIOLATION 19-003088 1321 BAREFOOT CIRCLE
 - vii. DOR VIOLATION 19-002483 890 PECAN CIRCLE
 - B. Violations Committee Appointment
 - C. ARCC Re-appointment
 - D. One-time Social Membership Fee Waiver Request
 - E. 2020 Independence Weekend Fireworks Display

- F. Bandshell Award of Contract
- G. Mower Replacement
- H. Shopping Center Roof Replacement Design: Change Orders #1 & #2
- I. Out of State Travel: Dude University
- J. Christmas Parade Support
- K. Ratification of Release and Satisfaction of "Code Enforcement" Lien: 320 Kiwi Drive, Barefoot Bay, FL
- L. Donation Request

10. Manager's Report

- A. October 11, 2019

11. Attorney's Report

12. Incidental Trustee Remarks

13. Adjournment

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

Barefoot Bay Recreation District Regular Meeting

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

V/s

Case no. 18-003064

#4456/ 18-003064

NEELY, ROBERT M,

1173 WATERWAY DR

BAREFOOT BAY, FL 32976

Respondent(s),

BOARD OF TRUSTEES FINDINGS OF FACT, CONCLUSIONS OF LAW, AND FINAL ORDER

THIS CAUSE having come on for the public hearing before the Board of Trustees on October 11, 2019 after due notice to the Respondent and the Board of Trustees having heard testimony under oath and receiving evidence, thereupon issues this Finding of Fact, Conclusion of Law, and Final Order as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. The Respondent(s) NEELY, ROBERT M, et. al. is/are the owner(s) of that certain parcel of real property located at 1173 A. WATERWAY DRIVE , Barefoot Bay, FL 32976 ("Property")

B. Notice of Violation was provided to the Respondent(s) by certified U.S. Mail, Return Receipt Requested, and the Respondent(s) were not present for the hearing

C. Based upon the testimony heard and the evidence presented, the Board of Trustees concluded that there is a violation of ARTICLE II, SECT. 3 (A) (2), ARTICLE II, SECT. 3 (A) (2), ADIR (garage or carport roof) of the Deed of Restriction of Barefoot Bay Recreation District in that the Respondents home has not been corrected.

FINAL ORDER

Based upon the foregoing Finding of Fact and Conclusions of Law, it is

ORDERED AND ADJUDGED THAT:

- A. The Respondent(s) is advised that the matter will be forwarded to the Districts Attorney to proceed with legal action. Based on the nature of the violation found to exist in this matter.
- B. The Respondent is further advised that he/she shall contact the DOR staff and schedule an inspection to confirm compliance. Upon compliance, an Affidavit of Compliance shall be issued and the Respondent shall be deemed in compliance with the violation(s) cited herein.
- C. The Respondent(s) are further advised that should a repeat violation occur, the Respondent(s) will not be given notice to cure and will be brought before the Violations Committee.

DONE AND ORDERED this 10/11/2019 at Barefoot Bay Recreation District Brevard County, Florida.

Board of Trustees of the Barefoot Bay
Recreation District Brevard County, Florida



Joseph Klosky, Chairperson



Photo: 1173 Waterway. Must have 18 feet of covered parking space.

Date Taken:12/27/2019

Address:1173 WATERWAY DRIVE

Taken by:Mary Barry

Case Number:18-003064



Photo: 1173 Waterway. Must have 18 feet of covered parking space in carport.

Date Taken:02/05/2020

Address:1173 WATERWAY DRIVE

Taken by:Mary Barry

Case Number:18-003064



Photo: 1173 Waterway. Must have 18 feet of covered parking space in carport.

Date Taken:03/05/2020

Address:1173 WATERWAY DRIVE

Taken by:Mary Barry

Case Number:18-003064



Photo: 1173 Waterway. Must have 18 feet of covered parking space in carport.

Date Taken:06/03/2020

Address:1173 WATERWAY DRIVE

Taken by:Mary Barry

Case Number:18-003064



Photo: 1173 Waterway. Must have 18 feet of covered parking space in carport.

Date Taken:10/01/2020

Address:1173 WATERWAY DRIVE

Taken by:Mary Barry

Case Number:18-003064



Photo: 1173 Waterway. Must have 18 feet of covered parking space in carport.

Date Taken:11/12/2020

Address:1173 WATERWAY DRIVE

Taken by:Mary Barry

Case Number:18-003064

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL
CIRCUIT IN AND FOR BREVARD COUNTY, FLORIDA

CASE NO.

BAREFOOT BAY RECREATION
DISTRICT, an Independent Special
District of the State of Florida,

Plaintiff,

vs.

ROBERT M. NEELY,

Defendant.

VERIFIED COMPLAINT

Plaintiff, BAREFOOT BAY RECREATION DISTRICT, an Independent Special District of the State of Florida (hereinafter "BBRD"), hereby sues Defendant, ROBERT M. NEELY (hereinafter "Defendant"), and states as follows:

GENERAL ALLEGATIONS

Barefoot Bay Recreation District

1. BBRD is a mobile home park recreation district established under Chapter 418, Florida Statutes, sections 418.30 through 418.309, and specifically pursuant to Ordinance Number 84-05 of the Brevard County Board of County Commissioners (as subsequently amended).
2. BBRD is located in Brevard County, Florida, which consists of the following platted subdivisions, which are collectively known as "Barefoot Bay."

Barefoot Bay Unit 1, recorded in Plat Book 22, Page 100, of the Public Records of Brevard County, Florida.

Barefoot Bay Unit 2, part 10, recorded in Plat Book 22, Page 105; and replat thereof recorded in Plat Book 26, Page 5 of the Public Records of Brevard County, Florida.

Barefoot Bay Unit 2, part 11, recorded in Plat Book 22, Page 116, of the Public Records of Brevard County, Florida.

Barefoot Bay Unit 2, part 12, recorded in Plat Book 23, Page 79, of the Public Records of Brevard County, Florida.

Barefoot Bay Unit 2, part 13, recorded in Plat Book 23, Page 29, of the Public Records of Brevard County, Florida.

Blocks 3 through 9 and north half of Block 10 of Haven Green, recorded in Plat Book 12, Page 107; and replat thereof, recorded in Plat Book 24, Page 102, both of the Public Records of Brevard County, Florida.

BBRD Deed of Restrictions

3. The developers of Barefoot Bay (and Board of Trustees of BBRD as successors in interest) have previously recorded a Deed of Restrictions and made subsequent amendments and restatements thereof, which are cumulated and most recently stated in an Amended and Restated Deed of Restrictions ("DOR") applicable to the subdivisions, outlined in Paragraph 2 above, which is recorded at Official Records Book 8013, Page 1789 of the Public Records of Brevard County, Florida. The DOR is attached and incorporated herein as Exhibit "A."

4. Pursuant to the declaration on Page 2 of the DOR:

[T]he property owners in Barefoot Bay declare that all property within the subdivisions described herein above, shall be held, sold, and conveyed subject to the terms and conditions of this instrument, which are for the purpose of protecting the value and desirability of all property in Barefoot Bay, which shall run with the title to all lots within the said subdivisions and which shall be binding upon all parties having any right, title or interest in any lot within Barefoot Bay.

BBRD DOR Enforcement Authority and Procedure

DOR Enforcement by BBRD Board of Trustees

5. DOR Art. III, § 14 grants the BBRD Board of Trustees the power to determine for itself whether a violation of the DOR exists and the appropriate remedy to correct any such

violation, including but not limited to, the bringing of an action for injunctive or other appropriate relief in a court of competent jurisdiction in and for Brevard County, Florida.

BBRD DOR Violations Committee

6. DOR Art. III, § 14(A) of the DOR, authorizes a Violations Committee to assist the BBRD Board of Trustees in the enforcement of the provisions of the DOR.

7. Section 4 of BBRD Resolution 2015-16 provides that the Violations Committee has the power to adopt rules for the conduct of its hearings in accordance with the general requirements of due process; to request alleged violators and witnesses attend its hearings; to request evidence to its hearings; to take testimony under oath; and to issue findings of fact and recommend orders as provided in Section 7(e) of BBRD Resolution 2015-16. A copy of BBRD Resolution 2015-16 is attached and incorporated herein as Exhibit "B."

8. Section 10 (a) of BBRD Resolution 2015-16 provides that the BBRD Board of Trustees may, in its discretion, and upon its own initiative, hold a hearing to determine whether a violation of the DOR exists without utilizing the Violations Committee in any case. The Section provides that in such a case, the Board of Trustees shall hold a quasi-judicial hearing and consider testimony and evidence presented by BBRD Staff, the owner, and any other relevant party.

9. Section 10 (c) of BBRD Resolution 2015-16 provides that if the BBRD Board of Trustees determines that a violation exists, the BBRD Board of Trustees shall have the authority to take curative action in accordance with Article III, Section 2 of the DOR to bring an action for injunctive or other appropriate relief in a court of competent jurisdiction in Brevard County Florida to remedy the violation. The Section goes on to provide that if the Board of Trustees brings such a legal action to enforce the DOR 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 such action.

Defendant's Property

10. Defendant, ROBERT M. NEELY, is the owner of 1173 Waterway Drive, Barefoot Bay, Florida 32976 ("Defendant's Property" or "Property").
11. Defendant took title to the Property by way of a Warranty Deed recorded September 8, 2016 at Official Records Book 7705, Page 731, Public Records of Brevard County, Florida. A copy of the Warranty Deed is attached and incorporated herein as Exhibit "C."
12. The legal description for Defendant's Property is:

Lot 11, Block 133, BAREFOOT BAY MOBILE HOME SUBDIVISION UNIT TWO, PART TEN, a subdivision according to the plat thereof, recording in Plat Book 22, Page 105, Public Records of Brevard County, Florida, together with a mobile home located thereon as a permanent fixture and appurtenance thereof, described as a 2006 Fleetwood Manufactured Home with Vin #FLFL670A32988CY31; Title No. 96962038 and Vin #FLFL670B32988CY31; Title No. 96961969.
13. Defendant's Property is part of Barefoot Bay and is subject to and bound by the DOR of Barefoot Bay.

Defendant's DOR Violations

Architectural Design and Installation Requirements

14. DOR Art. II, § 3 provides that:

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.
 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.
5. A covered concrete carport slab having a minimum unobstructed area (except for steps) of eleven (11) feet by eighteen (18) feet.
6. A concrete driveway extending from the carport slab to the curb of the adjacent street which driveway shall include a widened or flared area as it approaches the street. All driveways and parking areas shall be of poured and reinforced concrete material.
7. Skirting material sufficient to completely enclose the entire base of the home. The skirting may be stucco skirting, stone skirting, outdoor Hardi Board skirting, or other approved material.
8. Central water, sewer and electricity connected to the home.
9. Landscaping with appropriate plants, grass, shrubs and/or trees in compliance with regulations adopted by the ARCC.
10. No dock, wharf, landing, boathouse or other structure shall extend from any Lot over or on any lake, canal, waterway or drainage easement.
11. Each home shall be complete, set up on piers, shall be leveled, and shall have a running gear and tongue of the manufactured or modular home removed as appropriate to the style of home being installed.
12. Each manufactured or modular home shall be tied down in accordance with all applicable building codes and with such installation inspection as required by law.

13. No manufactured or modular home installed on any Lot shall be more than four (4) years old.

14. A final survey showing the location of the home shall be submitted to the ARCC.

15. A Lamp Post approved by the ARCC shall be installed in front of all Residences and maintained in operational condition. Said Lamp post shall be illuminated from dusk to dawn in accordance with ARCC Guidelines.

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.

(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 the Article.

(D) 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.

(E) 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.

(F) 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.

BBRD Administrative DOR Enforcement Actions Against Defendant

Missing Garage or Carport Roof

15. Defendant's Property is in violation of DOR Art. II, § 3(A)(2) in that the home on the Property is missing a garage or a carport roof.

16. On or about October 12, 2018, after a duly noticed public hearing, the BBRD Violations Committee found the Defendant's Property to be in violation of DOR Art. II, § 3(A)(2). The Violations Committee Findings of Fact and Recommended Order and Notice of District Hearing (Case No.: 18-003064) is attached and incorporated herein as composite Exhibit "D."

17. On October 11, 2019, after a duly noticed public hearing, the BBRD Board of Trustees found the Defendant's Property to be in violation of DOR Art. II, § 3(A)(2) and authorized the undersigned legal counsel to begin legal or equitable action to enforce compliance with the DOR.

18. At the conclusion of the hearing, the BBRD Board of Trustees the Board entered a Findings of Fact, Conclusions of Law and Final Order (hereinafter, "Final Order"). A copy of the Final Order is attached and incorporated herein as Exhibit "E."

19. The Final Order found Defendants in violation of the DOR.

20. To date, Defendant's Property remains in violation of the DOR.

Attorney's Fees and Costs Entitlement

21. Pursuant to DOR Art. III, § 14(C), BBRD is entitled to an award of attorney's fees and court costs if BBRD brings such legal action to enforce the provisions of the DOR.

**COUNT I-DECLARATORY JUDGMENT
(MISSING GARAGE OR CARPORT ROOF)**

22. BBRD hereby incorporates Paragraphs 1 through 21 as if fully set forth herein.

23. This is an action for Declaratory Judgment pursuant to section 86.011, Florida Statutes.

24. BBRD is entitled to bring this action, pursuant to DOR Art. III, §14 (C).

25. There is a bon-a-fide actual, present, and practical need for the Court to determine that the Defendant's Property is in violation of DOR Art. II, § 3(A)(2).

26. A declaration by the Court regarding whether the Defendant's Property is in violation of DOR Art. II, § 3(A)(2) deals with a present, ascertained, or ascertainable state of facts, or present controversy as to a state of facts.

27. Plaintiff's right to enforce compliance DOR Art. II, § 3(A)(2) is dependent upon the facts or the law applicable to the facts as to whether the Defendant's Property is in violation of DOR Art. II, § 3(A)(2).

28. The Plaintiff and Defendant have an actual, present, adverse, and antagonistic interest in whether Defendant's Property is in violation of DOR Art. II, § 3(A)(2).

29. The antagonistic and adverse interest of Plaintiff and Defendant are all before this Court by proper process.

30. The relief sought by Plaintiff is not merely the giving of legal advice by this Court or the answer to questions propounded by curiosity.

31. BBRD has retained the undersigned attorney to represent it in the prosecution of this matter and has agreed to pay a reasonable attorney's fee for services rendered related to this matter.

WHEREFORE, Plaintiff respectfully requests this Court to declare that Defendant's Property is in violation of DOR Art. II, § 3(A)(2).

COUNT II-INJUNCTIVE RELIEF
(MISSING GARAGE OR CARPORT ROOF)

32. BBRD hereby incorporates Paragraphs 1 through 21 as if fully set forth herein.

33. This is an action for injunctive relief.

34. Defendant's Property is in violation of DOR Art. II, § 3(A)(2).

35. If Defendant's Property remains in violation of the above referenced section of the DOR, such violations will inflict great and irreparable damage to Plaintiff and its members for which they have no adequate remedy of law.

36. Plaintiff has a substantially likelihood of success in a determination that Defendant's Property is in violation of DOR Art. II, § 3(A)(2).

37. Plaintiff is authorized and has a duty to enforce the provisions of its DOR by way of injunction pursuant to DOR Art. III, § 14(C).

38. BBRD has retained the undersigned attorney to represent it in the prosecution of this matter and has agreed to pay a reasonable attorneys' fee for services rendered related to this matter.

WHEREFORE, Plaintiff respectfully requests this Court to:

- (a) Grant a permanent injunction ordering the Defendant to bring the Property into compliance with DOR Art. II, § 3(A)(2);
- (b) Award Plaintiff its costs and reasonable attorney's fees incurred herein;
- (c) Reserve jurisdiction to enforce the permanent injunction;
- (d) Award such other and further relief as this Court deems proper under the circumstances.

Dated this ____ day of November, 2020.

WHITEBIRD PLLC
Attorneys for Plaintiff,
Barefoot Bay Recreation District

/s/ Clifford R. Reppenger, Jr.
CLIFFORD R. REPPERGER, JR., ESQ
Florida Bar No. 92460
KRISTA M. RUNTE, ESQ
Florida Bar No. 1250981

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Melbourne, FL 32901

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cliff@whitebirdlaw.com

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ccummings@whitebirdlaw.com

kcollins@whitebirdlaw.com

VERIFICATION OF COMPLAINT

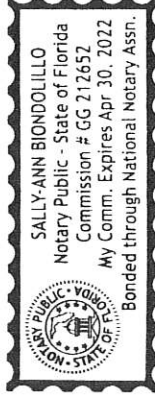
I, MARY BARRY, BAREFOOT BAY RECREATION DISTRICT DOR
ENFORCEMENT OFFICER, upon my own personal knowledge, hereby swear and attest that the
allegations set forth above in the Verified Complaint are true and accurate.

Mary Barry
MARY BARRY

Dated: November 16, 2020

STATE OF FLORIDA
COUNTY OF BREVARD

Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence
or ☐ online notarization, this 16th day of November, 2020, by MARY BARRY who is ☐
personally known to me or ☐ has produced _____, as
identification, and who did take an oath.



(Seal)

NOTARY PUBLIC
Sally-Ann Biondillo
Notary Public
Print Name: Sally-Ann Biondillo
My Commission Expires: 04/30/2022



Photo: 1173 Waterway. Carport needs to be 18' of covered parking.

Date Taken:10/18/2019
Address:1173 WATERWAY DRIVE

Taken by:Mary Barry
Case Number:18-003064



Photo: 1173 Waterway. Carport needs to be 18' of covered parking.

Date Taken:10/18/2019
Address:1173 WATERWAY DRIVE

Taken by:Mary Barry
Case Number:18-003064

**BAREFOOT BAY VIOLATIONS COMMITTEE
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Case no. 18-003064

Vs

#4456/ 18-003064

NEELY, ROBERT M,

1173 WATERWAY DR

BAREFOOT BAY, FL 32976

Respondent(s),

RE: 1173 WATERWAY DRIVE

STATE OF FLORIDA
COUNTY OF BREVARD

AFFIDAVIT OF COMPLIANCE

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

1. That on the 04/19/2021 the Board of Trustees held a public hearing and issued an Order in the above-styled matter.
2. Said Order provided for further legal action to be taken by the Recreation District's Attorney.
3. That a re-inspection was performed on the 17 day of December, 20 20
4. That a re-inspection revealed that the corrective action ordered by the Board of Trustees has been taken in that the violation has been corrected.
5. Pursuant to Article III, Section 12(C) of the DOR, Barefoot Bay is entitled to an award of attorney fees and cost incident to bring this action.
6. This Affidavit of Compliance does not release the Respondents from the obligations of any judgment rendered in Brevard County Circuit Court, including, but not limited to, those as to attorney's fees and costs and/or curative action costs incurred by Barefoot Bay Recreation District.

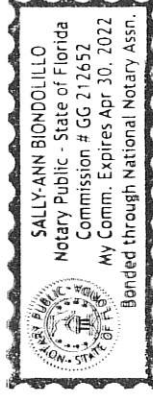
FURTHER AFFIANT SAYETH NAUGHT.

Dated December 17, 2020.

Mary Barry

Mary Barry, DOR Inspector,

The forgoing instrument was sworn and subscribed before me on December 17, 2020, by Mary Barry, who is personally know to me and who did take an oath.



Sally-Ann Biondolillo

Notary Public
State of Florida at Large

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, February 23, 2021

Title: **Architectural Review Control Committee (ARCC)**
Appointments

Section & Item: 9.B

Department: Resident Relations, DOR

Fiscal Impact: N/A

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

Attachments: Gannon Resume 2018, Klosky letter of interest, Certified Amended DOR 101317

Reviewed by

General Counsel: N/A

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



Requested Action by BOT

1. Re-appointment of current ARCC member to a 3-year voting position.
2. Appointment of one homeowner to an alternate position for a 3-year if sufficient resumes/letters of interest are received.
3. Selection of a Trustee to serve as the BOT liaison.

Background and Summary Information

The ARCC is comprised of five voting members, two alternatives and one (non-voting) liaison from the BOT. The CVO appoints three voting members and one alternate, while the BOT appoints two voting members, one alternate and one Trustee as a liaison.

1. Ms. Melba Lochmandy was originally appointed to the ARCC by the BOT on October 13, 2017 for a 3-year term. Ms. Lochmandy is willing to serve another term.
2. Mr. Al Grunow's position (alternate member appointed by the BOT) became vacant late in 2020. Staff has advertised for resumes/letters of interest for the alternate positions (and continues to do so).

At the time of the drafting of this agenda memo, the following individuals submitted resumes/letters of interest for consideration of appointment to the ARCC as an alternate:

- Helen Gannon
- Joseph Klosky

Additional resumes/letters of interest that are received prior to the meeting will be forwarded to the BOT and placed on www.bbrd.org.

3. Normally the BOT selected a Trustee at the first meeting of the calendar year to serve as liaison to the ARCC. Said selection was inadvertently omitted from the January 8th agenda.

Staff recommends the BOT take the following actions:

1. Re-appoint Ms. Melba Lochmandy to a 3-year term as a voting member.
2. Appoint a property owner to the vacant alternate position for a 3-year term (if sufficient number of resumes/letters of interest were received).
3. Select a Trustee to serve as ARCC liaison for the remainder of calendar year 2021.

HELEN GANNON

📍: 400 Eagle Dr., Barefoot Bay, FL 32976 | 📞: (954) 818-7453 | ✉: tirrell57@gmail.com

SUMMARY OF QUALIFICATIONS

- ❖ Over 20 years' professional working experience as a contractor, accounting manager, and project leader.
- ❖ Solid hands on skills in managing of field, office management, payment handling, phone enquiries, registering, scheduling and project management.
- ❖ Dependable, accomplished, and highly qualified professional, demonstrating extensive management and administrative support experience within a construction and office environment.
- ❖ Proven ability to work well under pressure without compromising efficiency or professionalism.
- ❖ Effectively manage multiple priorities, and performs under pressure in a fast-paced, rapidly changing environment. Skilled in project organization and management, problem resolution and data documentation.
- ❖ Demonstrate excellent interpersonal and effective communication skills that exhibit the highest ethics.

CORE COMPETENCIES AND SKILLS

- | | | |
|---|--|---------------------------------|
| ◆ Project management | ◆ Effective Interpersonal& Communication | ◆ Complex Problem Solving |
| ◆ General Contractor | ◆ Outstanding Customer Service | ◆ Skyline/Quickbooks/AMSI |
| ◆ Process Payment/Invoicing | ◆ Client Retention/Satisfaction | ◆ Forefront Construction Mgt. |
| ◆ Field assessment and crew management. | ◆ Conscientious and trustworthy | ◆ ProContractor Accounting |
| ◆ Data Collecting/Analyzing | ◆ PIP Billing/Financial Statements | ◆ Proficient in MS Office Suite |
| ◆ Accuracy & Detail Orientated | | ◆ Deadline-Driven & Time Mgt. |
| ◆ Internal/External Relationship | | ◆ Highly Analytical & Organized |

MAJOR ACHIEVEMENTS AND AWARDS

- ✓ Increased production and customer service.
- ✓ Collection of old debts by resolving outstanding issues with customers of over \$500,000.00.
- ✓ Onsite and offsite project management and billing for Hampton County Hurricane Isabel Cleanup (\$22,000,000) and for Oklahoma Tornado Disaster for 3 months onsite, proof and payment of all subcontractor invoices, all billing to Cities and/or clients
- ✓ Implemented job cost system to improve accuracy of cost data allowing company to perform more competitive pricing for projects and margins in an extremely tight market.
- ✓ Recognized the potential of existing employees, increasing efficiency on the worksite, to develop a team work atmosphere and an individual desire to succeed, with great success.
- ✓ Reduced payroll costs by lowering worker's comp rates, unemployment costs, administrative rates and improved employee production, accountability and customer service skills.

Surtreat Concrete Restoration Inc. - Pompano Beach, FL

07/2004- Current

General Contractor (Qualifier), Project Manager

- Company qualifier, supervise and manage office personnel, crews in repair and restoration of concrete balconies, catwalks, walls, and columns on condominiums from 3 to 10+ stories.
- Produce daily progress reports, schedule crews, track attendance, tools, and job supplies.
- Interact with Condominium Managers, Association boards and residents assuring quality workmanship and workable scheduling.
- Handle all permitting, commencement filings, and inspections on new and completed projects. Meet with City/County officials to resolve any problems or plan discrepancies

- Daily, monthly and year end accounting. Implement new accounting software to upgrade from Quickbooks to Procontractor

Southern Coatings, Inc- Pompano Beach, FL

01/2007 – 04/2010

Controller/General Manager

- Responsible for all accounting functions from data input to reconciled monthly financial statements and operational management of a well-respected 30-year-old foam roofing company.
- Maintained and updated current accounting system to provide accurate financial data, reducing the need for outside accountants from monthly to quarterly and annual reviews, revise payment schedules and invoicing procedures.
- Work with marketing company to revise advertising to reach a larger customer base and set up a listing program for cold calls.
- Review bids, go over daily schedules with project managers, and assist in smoothing out the FPL rebate program, handle problems on projects, review costs and purchase equipment to reduce subcontractor's costs.

Resolve Marine Group - Fort Lauderdale, FL

05/2006-

02/2007

Field Accountant/Project Manager Assistant

- Onsite accounting and project management for marine salvage company.
- Developed database to track equipment, personnel and expenses on a daily, weekly and monthly basis for profit and loss control.
- Oversee all purchasing, ordering of supplies, subcontracts, and contract scope of work.
- Process payroll, employee applications, and drug testing. Compose and submit daily reports on project operations to client and internal management.
- Deal with disaster projects for a client base consisting of US Coast Guard, State and Local government, US Army Corp of Engineers, etc.
- Travel 99 % of the time.

BB&H Pain Management LLC - Tamarac, FL

04/2009 – 10/2010

Owner (50%) /Accountant/ Front Desk Manager

- Responsible for all patient intake, appointment setting, and chart management for a responsible pain management physician's office.
- Daily, monthly and annual accounting through financial statements, working with outside CPA for yearend taxes, 1099's, PIP billing, and customer service with patients, sales representatives, and vendors.
- Verification of patient records, requesting records and chart setup and maintenance. Business was sold due to new state regulations.

Ashbritt, Inc - Pompano Beach, FL

1998–2004

Accounting Manager/Onsite Disaster Management

- Full accounting for a disaster management company including monthly reconciliation's of all asset and liability accounts, review income and expense accounts.
- G/I entries, month-end closings, produce quarterly and year-end financial statements on all companies, financial and job costing analysis of all job and disaster related contracts.
- Weekly Payroll submittals and job costing of salaries.
- Onsite and offsite project management and billing for Hampton County Hurricane Isabel Cleanup (\$22,000,000) and for Oklahoma Tornado Disaster for 3 months onsite, proof and payment of all subcontractor invoices, all billing to Cities and/or clients, daily reporting to client on ROW and ROE progress, track crews, track and log tickets for hauling, supervise office personnel, provide reports to clients, management and FEMA as required.

- Audited, reconciled and setup accounts for 1998 and 1997 financial statements for main company and two subsidiaries. Instituted purchase order and field reporting procedures. Direct A/P, A/R and payroll personnel
- Preparation and submittal of RFQ's and bids for federal, state and local agencies for disaster and environmental services proposals.
- Review, approve and job cost all subcontractor payments for disaster related services., USACE contract billing,
- Travel and market company services to various States and local EMA and Disaster related conferences
- Report directly to Owner.

Smith & Co - Weston, FL 1995–1998

Job Cost Manager

- Subcontractor management of site construction for the Sunrise Arena, Contract administration, subcontractor payment verification, lien release, and assist estimators.
- Setup job cost, purchase order, and implementation of new construction accounting software systems, run accounts payable department, bank reconciliations, month end g/l entries, and various duties as required.
- Report to Vice President

Florida Real Estate Advisors - Ft. Lauderdale, FL

1993–1995

Property Accountant

- Commercial Real Estate and property management accounting for four commercial properties and one retail property reporting to clients such as Aetna Insurance.
- Duties included rent rolls, variance reports, review of leases, CPI increases.

CNB Realty/First NH Bank - Concord, NH

1987–1993

Office Manager

- All accounting and financial reporting for three property management and commercial retail subsidiaries of First NH Banks.

EDUCATION/PROFESSION BACKGROUND

Financial Management

Franklin Pierce College-Concord, NH

1987-1989

State of Florida Certified General Contractor CGC1507376

Licensed Real Estate Salesman –New Hampshire

Microsoft Access and PowerPoint Certificate Courses

US Coast Guard Safety in construction

CE programs semiannually since 2004

Procontractor Training and implementation courses

OSHA Certificate 2018

***REFERENCES PROVIDED UPON REQUEST**

February 15, 2021

Joseph B. Klosky
960 Barefoot Boulevard
Barefoot Bay, FL 32976

To Whom It May Concern:

Thank you for considering my interest in serving on the Architectural Review Control Committee (ARCC).

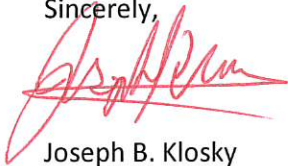
I have been a resident of Barefoot Bay for the last twenty-one (21) years.

From 2000 to the present, I have served the community in the following positions:

- President of the Polish Club from 2004-2008, 2012-present
- Elected to the Board of Trustees in November 2006
- I have served on the Board of Trustees for fourteen (14) years and respectfully retired in 2020. During those fourteen (14) years I served as Secretary and was Chairman of the Board for four (4) years 2015 and 2016, 2019 and 2020.
- Chairman of the ARCC 2016
- Liaison to the ARCC for four (4) years 2014, 2015, 2017, 2018

I am knowledgeable regarding the ARCC guidelines and would be a great asset to the committee. Thank you again for your consideration.

Sincerely,



Joseph B. Klosky

Barefoot Bay Recreation District

A DEED RESTRICTED COMMUNITY

Amended and Restated

Deed of Restrictions of The Barefoot Bay Recreation District

October 13, 2017

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THIS AGREEMENT PREPARED BY
AND RETURN TO:

Clifford R. Reppeger, Jr., Esq
GrayRobinson, P.A.
1795 West NASA Boulevard
P.O. Box 1870
Melbourne, FL 32902

**CERTIFICATE OF APPROVAL OF AMENDED
AND RESTATED DEED OF RESTRICTIONS
FOR BAREFOOT BAY**

The undersigned, Steve Diana, as Chairman, and Joseph Klosky, as Secretary, respectively of the Barefoot Bay Recreation District Board of Trustees, hereby certify that the Amended and Restated Deed of Restrictions for Barefoot Bay dated the 13th of October, 2017, which is attached hereto, and has been duly approved as provided in Section 4 of Article V of the Amended and Restated Deed of Restrictions for Barefoot Bay which is recorded at Official Record Book 7455, Page 1089, of the Public Records of Brevard County, Florida (the "Prior Restrictions"). The written evidence of approval is maintained as a public record at the offices of Barefoot Bay Recreation District, 625 Barefoot Boulevard, Barefoot Bay, Florida 32976. By virtue of said approval, the attached Amended and Restated Deed of Restrictions for Barefoot Bay shall supersede and replace the prior Amended and Restated Deed of Restrictions and all other prior recorded versions of the same except to the extent provided in Article VI of the attached Amended and Restated Deed of Restrictions.

The attached Amended and Restated Deed of Restrictions for Barefoot Bay is applicable to all lands within the following platted subdivisions collectively known as Barefoot Bay:

BAREFOOT BAY UNIT ONE, recorded in Plat Book 22, Page 100, of the Public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART TEN, recorded in Plat Book 22, Page 105; and Re-plat thereof recorded in Plat Book 26, Page 5 of the public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART ELEVEN, recorded in Plat Book 22, Page 116, of the public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART TWELVE, recorded in Plat Book 22, Page 79, of the public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART THIRTEEN, recorded in Plat Book 23, Page 29, of the public records of Brevard County, Florida; and

BLOCKS 3 through 9 and North half of Block 10 of HAVEN GREEN, recorded in Plat Book 12, page 107; and Re-plat thereof, recorded in Plat Book 24, Page 102, both of the public records of Brevard County, Florida.

IN WITNESS WHEREOF, the undersigned Chairman and Secretary of the Barefoot Bay Recreation District Board of Trustees have set their hands and seal this 13th day of October, 2017.

BAREFOOT BAY RECREATION DISTRICT

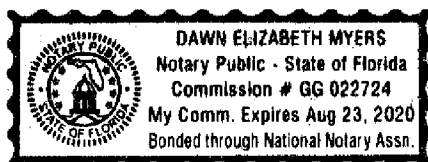
By: 
STEVE DIANA, Chairman

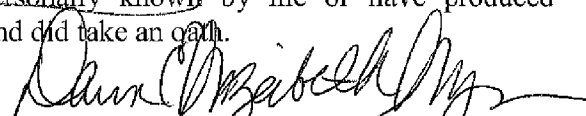
Attest: 
JOSEPH KLOSKY, Secretary

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 13th day of October, 2017, by STEVE DIANA and JOSEPH KLOSKY, respectively the Chairman and Secretary of the Barefoot Bay Recreation District Board of Trustees, a special district existing under Section 418.30 et. seq., Florida Statutes. They are personally known by me or have produced _____ as identification and did take an oath.

Stamp/Seal




Signature of Notary Public

My Commission Expires: 8/23/20

**AMENDED AND RESTATED
DEED OF RESTRICTIONS FOR BAREFOOT BAY**

THIS DECLARATION, is made as of the 13th day of October, 2017, by and on behalf of the owners of real property located in the Barefoot Bay development in Brevard County, Florida.

WITNESSETH

WHEREAS, Barefoot Bay is a residential development located in Brevard County, Florida, which consists of the following platted subdivisions, which are collectively known as "*Barefoot Bay*".

BAREFOOT BAY UNIT ONE, recorded in Plat Book 22, Page 100, of the Public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART TEN, recorded in Plat Book 22, Page 105; and Re-plat thereof recorded in Plat Book 26, Page 5 of the public records of Brevard County, Florida.

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BAREFOOT BAY UNIT TWO, PART THIRTEEN, recorded in Plat Book 23, Page 29, of the public records of Brevard County, Florida.

BLOCKS 3 through 9 and North half of Block 10 of HAVEN GREEN, recorded in Plat Book 12, Page 107; and Re-plat thereof, recorded in Plat Book 24, Page 102, both of the public records of Brevard County, Florida; and

WHEREAS the developers of Barefoot Bay have previously recorded a Deed of Restrictions and various subsequent amendments thereto which are cumulated and most recently restated in an Amended and Restated Deed of Restrictions applicable to the above listed subdivisions which is recorded at Official Records Book 6917, Page 1 and which Deed of Restrictions are known to have been previously recorded at Official Records Book 1248, Page 559; Official Records Book 2247, Page 1359; Official Records Book 2391, Page 2461; Official Records Book 2678, Page 2606; Official Records Book 4076, Page 2374; Official Records Book 5890, Page 7390; Official Records Book 6385, Page 270; and Official Records Book 7455, Page 1089 of the Public Records of Brevard County, Florida (collectively the "Prior Restrictions"); and

WHEREAS, the Prior Restrictions provide that the terms and conditions of the Prior Restrictions may be amended upon approval of a majority of the owners of residential lots in Barefoot Bay; and

WHEREAS, this Amended and Restated Deed of Restrictions has been approved in writing as a revised, amended and restated amendment of the Prior Restrictions by a majority of owners' votes cast on proposed amendments as tallied on August 1, 2017; and

WHEREAS, the purpose of the Amended and Restated Deed of Restrictions of the Barefoot Bay Recreation District (BBRD) is twofold: 1. To ensure proper use and appropriate development and/or improvements of each residential Lot of Barefoot Bay and the community as a whole; and 2. To ensure that any such use, development or improvement is aesthetically compatible with other homes, protecting the value and desirability of all property in Barefoot Bay;

NOW, THEREFORE, the property owners in Barefoot Bay declare that all property within the subdivisions described herein above, shall be held, sold, and conveyed subject to the terms and conditions of this instrument, which are for the purpose of protecting the value and desirability of all property in Barefoot Bay, which shall run with the title to all lots within the said subdivisions and which shall be binding upon all parties having any right, title or interest in any lot within Barefoot Bay.

ARTICLE I DEFINITIONS

Section 1. *"Architectural Review and Control Committee"* (ARCC) shall mean and refer to the Committee established to promulgate regulations and enforce Article II of the Amended and Restated Deed of Restrictions of the Barefoot Bay Recreation District as established in Article II.

Section 2. *"Association"* shall mean and refer to Barefoot Bay Homeowners Association, a Florida Corporation and its successors and assigns.

Section 3. *"Board of Trustees"* shall mean and refer to the governing body of the Recreation District as defined in Brevard County Ordinance No. 84-05 and Section 418.302, Florida Statutes.

Section 4. *"Guidelines for Use by the Architectural Review and Control Committee"* (ARCC Guidelines) shall mean and refer to the document used by ARCC in reviewing and approving applications for construction of homes and structures or alterations to the exterior of homes and structures in Barefoot Bay. Said Guidelines shall be amended and updated to ensure compatibility with this Amended and Restated Deed of Restrictions.

Section 5. *"Recreation District"* shall mean and refer to the Barefoot Bay Recreation District created under Brevard County Ordinance No. 84-05 and Section 418.30 et seq., Florida Statutes.

Section 6. “Owner” and “Lot Owner” shall mean and refer to the record owner, whether one or more person or entities, of a fee simple title to any lot which is a part of Barefoot Bay.

Section 7. “Lot” shall mean any lot of record appearing on any of the recorded plats of Barefoot Bay enumerated in the recitals of this instrument. 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 this instrument.

ARTICLE II ARCHITECTURAL REVIEW & CONTROL

Section 1. Architectural Review & Control Committee.

An Architectural Review & Control Committee (ARCC) 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 members 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 a 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 (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 provisions of this Article.

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 Guidelines for Use by the Architectural Review and Control Committee (ARCC Guidelines), any such amendment, modification, alteration or change to such a regulation shall be maintained online at the official Recreation District website as well as in the offices of the Recreation District and shall be made available on request to any interested party upon payment of a reasonable copying fee.

In the event that a dispute arises in the interpretation by the ARCC of any requirement of 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.

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.
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.
5. A covered concrete carport slab having a minimum unobstructed area (except for steps) of eleven (11) feet by eighteen (18) feet.
6. A concrete driveway extending from the carport slab to the curb of the adjacent street which driveway shall include a widened or flared area as it approaches the street. All driveways and parking areas shall be of poured and reinforced concrete material.

7. Skirting material sufficient to completely enclose the entire base of the home. The skirting may be stucco skirting, stone skirting, outdoor Hardi Board skirting, or other approved material.

8. Central water, sewer and electricity connected to the home.

9. Landscaping with appropriate plants, grass, shrubs and/or trees in compliance with regulations adopted by the ARCC.

10. No dock, wharf, landing, boathouse or other structure shall extend from any Lot over or on any lake, canal, waterway or drainage easement.

11. Each home shall be complete, set up on piers, shall be leveled, and shall have a running gear and tongue of the manufactured or modular home removed as appropriate to the style of home being installed.

12. Each manufactured or modular home shall be tied down in accordance with all applicable building codes and with such installation inspection as required by law.

13. No manufactured or modular home installed on any Lot shall be more than four (4) years old.

14. A final survey showing the location of the home shall be submitted to the ARCC.

15. A Lamp Post approved by the ARCC shall be installed in front of all Residences and maintained in operational condition. Said Lamp post shall be illuminated from dusk to dawn in accordance with ARCC Guidelines.

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.

(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 the Article.

(D) 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.

(E) 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.

(F) All manufactured or modular homes place 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.

Section 4. Setbacks.

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

1. Corner Lots

Rear Setback - 7 1/2 feet

Side Setback from Adjacent lot - 7 1/2 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 1/2 feet

Side Setback - 7 1/2 feet

Front Setback - 10 feet

3. Measurement of setbacks shall not include air conditioners, walkways, reception antennas and steps where no vertical supports are used.

Section 5. Fencing.

(A.) Fencing shall not be permitted along any lot line where drainage canals or swales exist.

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

Section 6. Antennas and Satellite Dishes.

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

1. "***Reception Antenna***" shall mean any device used for receipt of audio or video programming services, including direct broadcast satellite services and radio and television broadcast services. A reception antenna which has transmission capability which is designed for the viewer to select or use video programming is a reception antenna within the meaning of this

definition, provided that it meets the standards of the Federal Communications Commission ("FCC") for radio frequency emissions. The support structure, cabling, guy wires, conduits, wiring and other accessories necessary for proper installation maintenance and use of a reception antenna shall be considered part of the antenna.

2. "*Transmitting Antenna*" shall mean any device used for the sending or transmission of audio or video signals.

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

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

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

1. Direct broadcast satellite reception antennas shall not exceed forty inches in diameter.

2. Antennas shall be located in a place shielded from direct view from the street; provided however, that nothing in this rule shall be deemed to require that the installation be in a location from which an acceptable quality signal may not be received.

3. Antennas shall be installed solely on property owned by the Lot Owner submitting the notice described in paragraph (C) of this section, and no part of any antenna installation shall encroach upon common area of the Recreation District or on the property of any other Owner within Barefoot Bay.

4. No part of any antenna shall be located within seven and one-half (7 1/2) feet of the side lot line or rear lot line of any Lot; provided, however, that nothing in this rule shall be deemed to require that the installation be in a location from which an acceptable quality signal may not be received.

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

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

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

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

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

1. The cost to repair, replace, maintain, move and remove the antenna.
2. The damages to common property, other Lots and any other property damage by the installation, maintenance or use of the antenna.
3. The costs of injury to any persons who may be injured as a result of the installation or use of the antenna.

Section 7. Enforcement of Architectural Control Requirements.

(A) The ARCC is to assist in the enforcement of the provisions of Article II of this Instrument. The ARCC shall advise and consult with a designated representative of the Recreation District with respect to apparent or alleged violations of the terms or conditions of Article II of this Instrument and as to the appropriate means to correct or remedy such violations. This subsection shall not be deemed to limit the right of the Recreation District to determine for itself whether such a violation exists and the appropriate remedy for any such violation.

(B) In the event that the Recreation District determines that there is a violation of the provisions of Article II of this Instrument on any Lot in Barefoot Bay, the Recreation District shall give written notice to the Owner and/or Occupant of such Lot in accordance with the process outlined in Article III, Section 13 of this instrument.

ARTICLE III RESTRICTIONS ON USE OF LOTS

Section 1. Residential Use.

No structure other than a single story, single-family residential dwelling shall be erected, altered, placed or permitted to remain on any lot. Each lot is hereby restricted to residential use by the Owner or Owners thereof and their immediate families, guests, lessees and invitees. No commercial or business activity shall be permitted upon any lot unless the occupant thereof holds a home occupation license issued by Brevard County for such activity; provided, however, that all lot owners shall comply with the requirements of Section 8 of the article.

Section 2. Condition of Property.

(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.

(B) The exterior of a home on any lot shall be maintained free of mildew, mold and dirt which is visible when the house is viewed from the street or from any adjacent lot.

(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 requirements of subsections (A), (B), and (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 be and become a lien upon the said lot until paid, which lien shall have priority as of the date of recording of a notice thereof in the public records of Brevard County; provided, however, such lien shall not be superior to the lien for county taxes or the lien for the Recreation District's assessments and maintenance fees. The sum so due to the Recreation District may be collected by either an action of law, or the Recreation District shall have the right at its discretion to proceed to foreclose the above-described lien. In the event of such litigation, the Recreation District shall have the right to recover the costs thereof including a reasonable attorney's fee.

Section 3. Parking of Vehicles.

(A) No commercial vehicle, abandoned and/or inoperable vehicle, recreational vehicle, jet ski, boat, boat trailer, utility trailer, camper, motor home, camping trailer, truck camper, pick-up truck with camper top or any vehicle in excess of 25 feet in overall length as measured from the foremost projection thereof to the rearmost projection thereof, shall be parked on any lot, driveway, carport or common area within Barefoot Bay, except for (1) commercial vehicles

parked temporarily at a lot for the purpose of providing repair or other services to the occupant thereof, and (2) those vehicles described in subsection C of this section.

(B) All vehicles described in subsection (A) of this section shall be parked in vehicle storage areas provided by the Recreation District or in such other areas outside Barefoot Bay as may be located by the owner.

(C) 1. Notwithstanding any of the foregoing subparagraphs of this section, a recreation vehicle, boat, personal water craft, utility trailer, or boat mounted on a trailer may be parked in the driveway on a lot for purposes of cleaning, loading, unloading, and preventative maintenance between the hours of 7 a.m. and 10 p.m. only. An owner may request that a vehicle be allowed to remain on a lot beyond the timeframe provided herein if extenuating circumstances exist submitting a request to Recreation District Resident Relations in advance of said occurrence. No vehicle shall remain on a lot beyond the timeframe provide herein without obtaining approval from Recreation District Resident Relations in advance.

2. A commercial vehicle is defined for the purpose of this Document as any passenger and/or non-passenger vehicle designed, used, or maintained primarily for the conduct or operation of a commercial business. Only one pick-up truck, passenger van or cargo van used for commercial purposes, which is the sole means of transportation of the occupant of the lot, must be kept in a garage or fully parked under a carport with visual buffering as may be approved by ARCC. A vehicle may not have signage, equipment, or materials visible when parked.

(D) Motor vehicles parked at or on a Lot shall be parked only on the concrete driveway or concrete parking area serving on such Lot. No vehicle shall be parked on any lawn, grass or landscaped area of a Lot.

(E) Kayaks and canoes may be properly stored and secured at the rear of any residence.

Section 4. Pets.

(A) Property Owners and their lessees, tenants, guests and invitees shall be responsible for the control of any pets owned by them while such pets are within Barefoot Bay. All pets shall be on a leash (maximum of six feet in length) while being walked or exercised within Barefoot Bay outside the confines of the Owner's residence or completely enclosed fenced areas of a residential lot. The Owner of any pet shall be responsible for the immediate removal and proper disposal in accordance with any local, state or federal law of any bodily waste deposited by a pet on any property within Barefoot Bay.

(B) Animals, livestock, or poultry of any kind shall not be raised, bred, or kept on any lot, except that two (2) dogs or two (2) cats or one (1) dog or one (1) cat or other small domesticated household pets which are kept inside the home provided they are not boarded, stabled, kenneled, or bred for commercial purposes. Swine, fowl, and livestock (cows, horses, sheep, goats, etc.) shall not be kept on any lot in Barefoot Bay. No feral cat colony shall be maintained on any lot in Barefoot Bay.

(C) No dog houses, kennels or animal cages of any kind shall be allowed outside of any home on any Lot within Barefoot Bay.

(D) No Dangerous Dogs, as classified by the Brevard County Animal Services and Enforcement, pursuant to Sec. 14-49, Code of Ordinances of Brevard County, Florida, or as such section may be amended, shall be allowed to be maintained on any lot in Barefoot Bay.

(E) No person shall knowingly keep or harbor any animal which is known to attack or harm any person or pet while walking or riding on streets or lots within Barefoot Bay.

Section 5. Nuisance.

No nuisance shall be allowed upon any Lot, nor shall the occupant of any Lot be permitted to conduct or engage in any activity which interferes with the peaceful possession and proper use of neighboring property by the Owners thereof. No person shall make unlawful use of any Lot within Barefoot Bay, and the occupants of all Lots shall comply with all valid laws, zoning ordinances and regulations of Brevard County and the State of Florida.

Section 6. Signs.

(A) Not more than one sign having a maximum area of 6 square feet may be used to advertise a Lot "for sale" or "for rent," to advertise a contractor working on the property, or to express political views or support. Any such sign shall be made of wood, plastic, or metal and shall be maintained in good repair, free of faded or peeling paint or other material. Such signs shall be removed within two (2) weeks after the event.

(B) Not more than one sign advertising a "*Garage Sale*" or "*Yard Sale*" shall be located on any Lot. All such signs shall comply with the codes of Brevard County.

(C) Signs displayed in front of or attached to the home having a maximum area of one (1) square foot indicating Brevard County Security Inspection and/or signs provided by the vendor of a home security system shall be allowed. Such signs shall not fall within the limitation set forth in Article III, Section 6 (A).

(D) Except as provided in subsections (A), (B), and (C) of this section, no sign of any kind shall be displayed on any residential Lot in Barefoot Bay.

(E) All signs on commercial property within Barefoot Bay shall comply with all applicable ordinances and regulations of Brevard County.

(F) The Recreation District shall have the right to erect signs within Barefoot Bay for the purposes of identifying the Barefoot Bay development or providing directions to or identifying properties owned by the Recreation District.

Section 7. Vehicle Repairs.

No major repair or overhaul of any motorized vehicle shall be performed on any Lot, roadway, driveway or common area within Barefoot Bay. Minor repairs requiring less than eight hours of work and washing or polishing of any vehicle is permitted at a residence.

Section 8. Commercial Work and Storage of Materials Outside of Dwelling Units.

No commercial work or storage of work materials or work equipment shall be permitted on any Lot outside of a dwelling unit. Additionally, no work material or work equipment shall be stored in public view in, on or upon any vehicle parked on any Lot.

Section 9. Clotheslines.

Clotheslines and any outdoor drying apparatus are permitted on lots within Barefoot Bay. Any such clothesline or drying apparatus must be placed to the rear of the residence and must be folded or removed overnight. Clotheslines may not be located within carports.

Section 10. Condition of Skirting Material on Home.

The skirting material on all manufactured or modular homes shall be maintained at all times so that such skirting remains in substantially the same condition as when it was newly installed. No gaps or openings will be permitted to exist. Vents are to be maintained in good condition.

Section 11. Maintenance of Exterior of Homes.

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.

Section 12. Motorized Boats.

Except for craft utilized for maintenance purposes by or on behalf of the Recreation District, no motorized boats shall be operated or otherwise used on any of the lakes, canals or other waterways within Barefoot Bay.

Section 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.

Section 14. Enforcement of Deed of Restrictions.

(A) Violations Committee to assist in the enforcement of the provisions of this Instrument. The Violations Committee shall advise and consult with a designated representative of the Recreation District with respect to apparent or alleged violations of the terms or conditions of this Instrument. The Violations Committee shall bring apparent or alleged violations to the attention of the Recreation District and shall consult with the Recreation District's designated representative as to the appropriate means to correct or remedy such violations. The Violations Committee is authorized to impose administrative fines on behalf of the Board of Trustees to enforce compliance with this Instrument to the extent that such administrative fines are authorized by the Florida Legislature. This subsection shall not be deemed to limit the right of the Recreation District to determine for itself whether such a violation exists and the appropriate remedy for any such violation.

(B) **Notice of Violation.** Statement of Violation and Notice of Hearing. In the event that the Recreation District determines that there is a violation of the provisions of this Instrument on any Lot in Barefoot Bay, the Recreation District shall give a Statement of Violation and a Notice of Hearing to the Owner or Occupant of such Lot specifying the nature of such violation and giving the Lot Owner or Occupant a reasonable time, as determined by Recreation District management and pursuant to current written Recreation District policy, to cure or correct such violation. Such Statement of Violation and Notice of Hearing shall be deemed to be sufficient if it is (1) delivered personally to the occupant of the Lot or the record Owner of the Lot as shown on the Brevard County Tax Rolls, (2) mailed by certified U.S. Mail, return receipt requested, to the Occupant of the Lot at the address on which the violation exists, or (3) mailed by certified U.S. Mail, return receipt requested, to the address of the Owner as shown on the Brevard County Tax Rolls.

(C) **Penalties.** In the event that the Recreation District determines that the Owner or Occupant of the Lot to whom such notice of violation has been given has not corrected the violation within the time set forth in the notice, the Recreation District may, in its discretion, consider the issue of such violation at a regular meeting of the Board of Trustees of the Recreation District. If the Board of Trustees 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 or 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 this Instrument, the Recreation District shall be entitled to an award of attorney's fees and court costs incident to such action.

ARTICLE IV FACILITIES OF RECREATION DISTRICT

Section 1. Ownership.

The Recreation District by and for the benefit of the property owners of Barefoot Bay shall be the Owner of all common areas and recreational facilities within Barefoot Bay. The Recreation District shall have the right to operate and maintain such facilities for the benefit of

the Owners as provided in Section 418.30, et seq., Florida Statutes and Brevard County Ordinance No. 84-5.

Section 2. Rules and Regulations.

The Recreation District shall have the power to adopt the rules and regulations regarding the use of any facilities owned by it.

Section 3. Social Membership Fee.

Each Lot Owner shall, upon the genuine sale of the property to a new owner, pay to the Recreation District a social membership fee. The membership fee at the time of recording of this Amended and Restated Deed of Restrictions is \$750.00 plus sales tax per Lot, but such fee may be increased from time to time as may be determined by the Board of Trustees of the Recreation District.

The Social Membership Fee shall be a one time charge, upon the genuine sale of the property to a new owner, which is non-refundable and non-transferable from a Lot Owner to any other party. Such fee shall entitle the Lot Owner to use of the common facilities of the Recreation District, except the Golf Course, subject to the Rules and Regulations adopted by the Recreation District for the use of its facilities. No Lot Owner shall be excused from payment of the Social Membership Fee by reason of (I) non-use of the facilities, (II) non-residency in Barefoot Bay, or (III) by virtue of ownership of more than one Lot.

The Lot Owner's obligation for the Social Membership Fee accrues upon the genuine sale of a Lot in Barefoot Bay to such Owner, and the Recreation District shall have a lien upon such Lot for the Social Membership Fee until payment of the fee is made. If the Social Membership Fee remains unpaid more than thirty (30) days next after an owner takes title to a Lot in Barefoot Bay, the Recreation District's lien shall be subject to foreclosure in a court of competent jurisdiction in Brevard County, Florida. In any such legal action, the Recreation District shall be entitled to the award of all court costs and reasonable Attorney's Fee.

Notwithstanding the above, a paid Social Membership Fee may be refunded upon the following conditions:

1. A Lot Owner furnishes evidence that a Social Membership Fee was paid on a previously owned Lot that formerly served as the primary residence of the Lot Owner; and
2. The previously owned Lot has been sold by the Lot Owner no greater than eighteen (18) months prior to the application for a refund.
3. A Social Membership fee was charged and paid on a newly purchased Lot; and
4. A newly purchased Lot has been established as the primary residence of the Lot Owner; and

5. Application for a refund of the newly charged Social Membership Fee is made within eighteen (18) months of the purchase of the new lot.

Section 4. Recreation District Assessment and/or Maintenance Fee.

All Lot Owners of record within Barefoot Bay shall pay to the Recreation District the District's Recreation District Assessment levied in accordance with Section 418.30, et seq., Florida Statutes and the Recreation District's Maintenance Fee, charged in accordance with the Prior Restrictions and the Recreation District's Assignment recorded at Official Records Book 3633, Page 0938, of the Public Records of Brevard County, Florida. Such fee and/or assessment fee may be levied as a monthly or annual charge for the acquisition, maintenance and operation of the Recreation District's facilities. No Lot Owner shall be excused from payment of such fees or charges by reason of non-use of the Recreation District's facilities or any portion thereof.

Section 5. Use of Golf Course.

None of the charges described previously in this Article shall be construed to entitle any Lot Owner or any other person to use the Golf Course within Barefoot Bay without payment of such additional Green Fees or Golf Fees as may, from time to time, be established by the Recreation District.

ARTICLE V GENERAL PROVISIONS

Section 1. Easements.

The easements and rights of way set forth on the recorded plats of Barefoot Bay for public utilities are reserved for the creation, construction and maintenance of utilities such as gas, water, telephone, telegraph, electricity, sewers, television cables, storm drains, and other functions which are necessary or expedient for public health and welfare. Along curved blocks, overhead utility lines are permitted beyond the front and rear easements to the extent necessary to service all Lots in such blocks. Overhead service wires are permitted across the corner of rear yards where side Lot lines do not join in the rear at a common corner.

Section 2. Severability.

The provisions of this Amended and Restated Deed of Restrictions are severable, and the invalidation of any one provision by a court of competent jurisdiction shall not invalidate any other provision hereof. Any provision not affected by such judgment shall remain in full force and effect.

Section 3. Duration of Covenants.

The covenants set forth in this Amended and Restated Deed of Restrictions shall run with the land and shall be binding on all parties or persons holding title to Lots in Barefoot Bay for a period of fifteen (15) years from the date of recording of this instrument. After such period, the

provisions set forth in this instrument shall be extended automatically for successive periods of ten (10) years each.

Section 4. Amendments.

Amendments to this instrument may be initiated by a Lot Owner, the Recreation District, or the Association. Any amendment shall become effective only upon approval by a majority of votes cast on any individual proposed amendment, provided however that the amendment affecting any of the rights or responsibilities of either the Association or the Recreation District shall have the concurring vote of the Executive Board of the Association, and/or the concurring vote of the Board of Trustees of the Recreation District, as applicable. In voting with respect to any proposed amendment of this instrument, the Owners of each Lot shall be entitled to one vote, and multiple Owners of any given Lot shall designate which of the Owners shall be entitled to vote on any such proposal.

Section 5. Availability of Documents.

All documents referenced in the Amended and Restated Deed of Restrictions are available online at the official website of the Barefoot Bay Recreation District or at District Administrative offices upon payment of a reasonable copying fee consistent with the Recreation Districts's Public Record Request Policy.

Section 6. Correction of Spelling/Grammatical Errors.

The correction of spelling/grammatical errors in the Amended and Restated Deed of Restrictions may be made without requiring a vote of Lot owners.

ARTICLE VI PRIOR DEED OF RESTRICTIONS SUPERSEDED

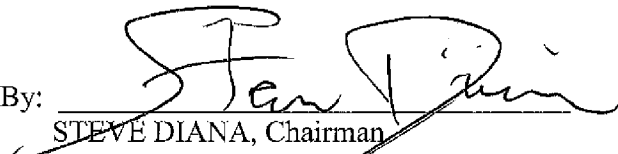
This Amended and Restated Deed of Restrictions supersedes and replaces the Prior Restrictions cited in the preamble of this instrument; provided, however, that nothing herein shall affect the rights of the Recreation District to collect assessments and/or maintenance fees under the prior Deed of Restrictions and the Assignment of Right recorded at Official Records Book 3633, Page 0938, of the Public Records of Brevard County, Florida.

ARTICLE VII CERTIFICATE OF APPROVAL

The undersigned Chairman and Secretary of the Recreation District certify that this Amended and Restated Deed of Restrictions has been approved and adopted in accordance with Section 4 of Article V of these Restrictions.

IN WITNESS WHEREOF, the undersigned officers of the Barefoot Bay Recreation District Board of Trustees have hereunto set their hands and seal this 13th day of October, 2017.

BAREFOOT BAY RECREATION DISTRICT

By: 
STEVE DIANA, Chairman

Attest:
By: 
JOSEPH KLESKY, Secretary

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, February 23, 2021

Title: **FASD Conference Attendance: Chairman Emeritus Klosky**

Section & Item: 9.C

Department: Administration, District Clerk

Fiscal Impact: TBD based on number of attendees

Contact: John W. Coffey ICMA-CM, Community Manager

Attachments: Conference fees

Reviewed by

General Counsel: Yes

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



Requested Action by BOT

Consideration of authorizing Chairman Emeritus Klosky's attendance at the 2021 Florida Association of Special Districts (FASD) Conference to receive his Certified District Official's credentials and payment of related expenses.

Background and Summary Information

FASD offers two certification programs aimed at increasing the knowledge base and effectiveness of elected officials and staff of special districts. The Certified District Officials (CDO) program began in 2008 and consists of 25 hours of training in various aspects of local governance. Chairman Emeritus Klosky enrolled in the program in 2018 and completed his coursework last year but did not receive his certification because the 2020 FASD Conference was canceled due to the COVID-19 pandemic. Chairman Emeritus Klosky will be the first BBRD Trustee to accomplish this achievement.

Prior attendees to FASD Conferences and/or quarterly meetings include:

- (former) Trustee Cavaliere
- (former) Trustee Geier
- (former) Chairman Klosky
- Trustee Loveland
- Trustee Grunow
- Community Manager Coffey

The exact cost for Chairman Emeritus Klosky to attend the 2021 Conference is currently unknown as some of the specific costs include:

- Number of other attendees
 - \$450 for 1st attendee
 - \$400 for 2nd attendee
 - \$375 for 3rd attendee
 - \$375 for each additional attendee
 - Complete list of options is attached
- Number of hotel rooms needed and willingness of attendees to share hotel rooms
 - \$145 (plus tax) for single/double occupancy
- Travel dates (conference is two days, but there are also two pre-conference days of sessions)
- Number of people sharing rides to and from the hotel
- Exact reimbursement for meals

Hence, the range of cost would be from approximately \$460 (assuming two days attendance, sharing a room, sharing a ride, etc.) to \$1,050 (assuming three days attendance, additional room, etc.) to more if Chairman Emeritus Klosky has

to drive to and from the conference (mileage).

Per General Counsel Repperger:

Only public officers, employees, and “authorized persons” are entitled to incur reimbursable per diem and travel expenses. Under the statute (attached and highlighted), an “authorized person” is defined as a person who incurs travel expenses “in the performance of official duties” or one who is “called upon by an agency to contribute time and services as consultant or adviser.” Fla. Stat. Sec. 112.061 (2)(e).

*Fla. Stat. Sec. 112.061 (3)(b) goes on to state that, “Travel expenses of travelers shall be limited to those expenses necessarily **incurred by them in the performance of a public purpose authorized by law to be performed by the agency** and must be within the limitations prescribed by this section.” (emphasis added).*

In this case, as was the case with Mr. Geier, if the Board intends to cover Chairman Emeritus Klosky’s travel expenses, I think the Board should designate Chairman Emeritus Klosky as one of the appointed liaisons for BBRD at the conference so that his performance of this official function would fully comport with the Statute.

Due to Chairman Emeritus Klosky’s initiative to attain his CDO credentials and his commitment to continuing to be active in BBRD, staff recommends the BOT authorize Chairman Emeritus Klosky’s attendance as an official BBRD liaison at the 2021 FASD Conference.



Fees ≡

Register Now

2021 FASD Annual Conference
2021 AGENT TRAINING

Gold Standard Training Program
for our most ELITE AGENTS
 coaching • Mentoring • Training • Trust!

ROSEN PLAZA • ORLANDO FL • JUNE 16TH - 17TH, 2021

Fees

Below is all of the pricing information for the event.

CONFERENCE REGISTRATION OPTIONS

BY 05/07/2021

AFTER 05/07/2021

Conference Member Registration

*This registration option includes all Conference sessions and scheduled meals, Tuesday Opening Reception, Wednesday Wine Down Wednesday and the Closing Banquet/Casino Night. **This registration does not include Pre-Conference Training Sessions on Monday and Tuesday*.***

\$425.00

\$450.00

Conference 2nd Member Registration

*This registration option includes all Conference sessions and scheduled meals, Tuesday Opening Reception, Wednesday Wine Down Wednesday and the Closing Banquet/Casino Night. **This registration does not include Pre-Conference Training Sessions on Monday and Tuesday*.***

\$400.00

\$425.00

Conference 3rd + Member Registration

*This registration option includes all Conference sessions and scheduled meals, Tuesday Opening Reception, Wednesday Wine Down Wednesday and the Closing Banquet/Casino Night. **This registration does not include Pre-Conference Training Sessions on Monday and Tuesday****

Conference Non-Member Registration

*This registration option includes all Conference sessions and scheduled meals, Tuesday Opening Reception, Wednesday Wine Down Wednesday and the Closing Banquet/Casino Night. **This registration does not include Pre-Conference Training Sessions on Monday and Tuesday*.***

\$525.00

\$550.00

Guest Registration

A guest may not be affiliated to your company/organization/district.

\$100.00

PRE-CONFERENCE REGISTRATION OPTIONS*

Monday Pre-Conference Training

This registration option allows you to attend all Pre-Conference Training on Monday only.

\$50.00

Tuesday Pre-Conference Training Only

This registration option allows you to attend all Pre-Conference Training on Tuesday only.

\$50.00

DAILY REGISTRATION OPTIONS

Monday Pre-Conference Training Only

This registration option includes all Pre-Conference Training on Monday only.

\$175.00

Tuesday Pre-Conference Training Only

This registration option includes all Pre-Conference Training on Tuesday and the Opening Reception.

\$200.00

Wednesday Only

This registration option includes all Conference sessions on Wednesday and the evening reception.

\$225.00

Thursday Only

This registration option includes all Conference sessions on Thursday and the closing dinner/casino night.

\$250.00

PAYMENT, SUBSTITUTION AND CANCELLATION POLICIES

Payment: We accept Visa, MasterCard and American Express.

Make checks payable to FASD and mailed to
2713 Blairstone Lane
Tallahassee, FL 32301

Payment must be received no later than the conference start date.

Cancellation / Refund Policy: Substitutions may be made at any time without an additional fee. If a substitute is not available, cancellation can be made online or sent as a written request to Fred Crawford at fcrawford@fasd.com. A full refund less a processing fee of \$25 will be issued for cancellations received by or before June 1, 2021. No refund will be issued for any portion of a registration if cancelled after June 1, 2021 or to conference no-shows.

Help: For assistance with your registration, contact CMC & Associates at 850-224-7775, or khughes@cmc-associates.com

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Board of Trustees

Meeting Agenda Memo

Date: Tuesday, February 23, 2021

Title: **RV Storage Fee Recommendation**

Section & Item: 9.D

Department: Vehicle Storage

Fiscal Impact: FY22: \$21,697, FY23: \$43,394, and FY24: \$65,092 (assuming current occupancy continues)

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

Attachments: Feb. 9, 2020 BOT Workshop Agenda Memo RV Storage fees, 02.09.2021 Workshop Minutes

Reviewed by

General Counsel: N/A

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



Requested Action by BOT

Consideration of endorsing a plan to increase RV Storage fees over the next three fiscal years.

Background and Summary Information

At the February 9, 2021 BOT Workshop, the Trustees discussed possibly raising the RV Storage fees (currently \$36.00 a month plus tax). The history and next planned increase:

FY08: \$30.00

FY16: \$33.00

FY17: \$36.00

FY23 (planned within the FY21-25 5yrFM&CIP): \$40.00

Additionally, as attached, the BOT reviewed a comparison of other storage lots within the area which illustrated BBRD's storage fee is considerably under the average market rate. Ultimately, the consensus of the BOT was to have staff place an agenda item on a future BOT Meeting with a recommendation regarding a possible increase.

Staff recommends the BOT increase the storage fee by \$5.00 per month in each of the next three fiscal years (22, 23 & 24). Due to the timing of distribution of the FY22 Working Draft Proposed Budget (data was locked on February 12th to allow time for drafting, editing, printing, and assembling) on March 3, 2021, if the BOT desires to increase the FY22 storage rate, the FY22 WDPB (including the FY22-26 5yrFM&CIP) will need to be amended at one of the FY22 Budget workshops. The below chart shows the possible additional revenue with different occupancy rates.

| Occupancy | Ave. no. of spaces rented per month | Storage Fee | | | | Increase from 98% at \$36/month | | |
|-------------------------------|--|-------------|---------|---------|---------|---------------------------------|--------|--------|
| | | 36.00 | 41.00 | 46.00 | 51.00 | 41.00 | 46.00 | 51.00 |
| 100% | 369 | 159,408 | 181,548 | 203,688 | 225,828 | 25,328 | 47,468 | 69,608 |
| 99% | 365 | 157,814 | 179,733 | 201,651 | 223,570 | 23,513 | 45,431 | 67,350 |
| 98% | 362 | 156,220 | 177,917 | 199,614 | 221,311 | 21,697 | 43,394 | 65,092 |
| 97% | 358 | 154,626 | 176,102 | 197,577 | 219,053 | 19,882 | 41,358 | 62,833 |
| 96% | 354 | 153,032 | 174,286 | 195,540 | 216,795 | 18,066 | 39,321 | 60,575 |
| 95% | 351 | 151,438 | 172,471 | 193,504 | 214,537 | 16,251 | 37,284 | 58,317 |
| 94% | 347 | 149,844 | 170,655 | 191,467 | 212,278 | 14,435 | 35,247 | 56,058 |
| 93% | 343 | 148,249 | 168,840 | 189,430 | 210,020 | 12,620 | 33,210 | 53,800 |
| 92% | 339 | 146,655 | 167,024 | 187,393 | 207,762 | 10,804 | 31,173 | 51,542 |
| 91% | 336 | 145,061 | 165,209 | 185,356 | 205,503 | 8,989 | 29,136 | 49,284 |
| 90% | 332 | 143,467 | 163,393 | 183,319 | 203,245 | 7,173 | 27,099 | 47,025 |
| Yellow cells indicate current | | | | | | | | |

Based on the identified competitors' rates, staff does not believe there will be any decline in occupancy rate if BBRD's storage rate is increased up to \$51.00 per month since that rate will still be lower than comparable alternatives. Staff does acknowledge some current lessees may move their items to other lots (ones without paving or BBRD's level of service (lights, water, electricity, etc). However, the waiting list that has existed for the past several years is a good indicator that until BBRD's fee comes close to other alternate sites, occupancy should remain high.

Staff recommends the BOT endorse the plan to modify the FY22 Working Draft Proposed Budget and five-year plan to increase the RV storage fees by \$5.00 a month for FY22, FY23, and FY24.

Board of Trustees Workshop Memo

Date: February 9, 2021
Title: RV Storage Fees
Section & Item:
Department: Resident Relations
Fiscal Impact:
Contact: Trustee Nugent, Rich Armington, Resident Relations/H.R. Manager; or John W. Coffey, ICMA-CM, Community Manager
Attachments: Storage lot and price comparisons, pictures of comparable lots
Reviewed by General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager

Requested Action by BOT

Discussion and direction to staff.

Background and Summary Information

Trustee Nugent request this topic be placed on an agenda for discussion.

Barefoot Bay Recreation District operates two RV Storage lots (Micco and West). The current rental fee is \$36.00 for a 30 foot space. Customers needing to store longer vehicles or trailers often need to rent two spaces (some spaces in West RV lot can accommodate more than 30 feet of storage. In the past years, the monthly rental fee has changed as illustrated below:

FY08: \$30.00

FY16: \$33.00

FY17: \$36.00

FY23 (planned within the FY21-25 5yrFM&CIP): \$40.00

For the past several years, both lots have been at full capacity most of the year with waiting lists usually over 20 people. Given the fact that BBRD's lots average 99% capacity through the year, staff historically believed the rates were well below the market rate for the area, however prior BOTs were unwilling to dramatically increase the rental rate due to oppositions by residents using the lots. Prior to the drafting of this agenda memo, staff completed an exhaustive comparison of other storage facilities within a nine-mile drive of BBRD.

| Facility | Price per 30 ft. storage item | Price per 40 ft. storage item | Conditions of price | Type of Storage | Access | CCTV | Lighted | Gated & Fenced | Distance from BBRD |
|--------------------------------|---|---|--|--------------------|-------------------|---------------------|---------|-------------------|--------------------------|
| BBRD | 36.00 | 72.00 | Over 40 ft. and cars prohibited | Asphalt | 24/7 | Yes | Yes | Yes | N/A |
| Aero Bay Properties | 50.00 | 50.00 | N/A | Gravel & Grass | 24/7 | No | Yes | Yes | 2.0 miles |
| Carp Coastal Marine | 67.50 | 90.00 | Boat length only (trailer length excluded) | Gravel & Grass | Business Hours | On-site security | Yes | Yes | 8.7 miles |
| Ray's Outboards (Boats/RVs) | 67.50 | 90.00 | Boats & RV's | Grass | 24/7 | Yes | Yes | Yes | 7.8 miles |
| M. Quatraro (grass) | 80.00 | 80.00 | up to 40 ft. | Grass | 24/7 | None | Partial | Yes | 5.1 miles |
| Valkaria/Grant Storage | 90.00 | 120.00 | N/A | Concrete | Business Hours | Yes | No | Yes | 5.8 miles |
| About Storage | 116.83 | 132.68 | Boats, RVs, & trailers | Asphalt | 24/7 | Yes | Yes | Yes | 6.7 miles |
| M. Quatraro (concrete) | 200.00 | 200.00 | up to 40 ft. | Concrete | 24/7 | None | Partial | Yes | 5.1 miles |

Although other lots have prices somewhat near BBRD's rates, conditions (surface, presence of CCTV systems, presence of nighttime lights) vary greatly. About Storage, the closest competitor in terms of similar conditions has rental rates 225% higher for storage of a 30 ft. RV, boat, or trailer.

Given the looming fiscal strain (assessment increase cap, minimum wage increases, and significant probability of higher energy prices), the BOT may wish to consider a substantive increase in RV Storage rental rates over the next few years. For example (this is for illustration purposes only and is not a recommendation for immediate implementation), increasing the current rate of \$36.00 a month (at 99% capacity) to \$50.00 a month (assuming 90% capacity) would generate an additional \$40,000.00 a year. Fears of mass cancellations of rental spaces upon such an increase is a possibility but not a probability given the new rate would still be lower in terms of what customers receive at BBRD's lots as compared to other local lots. The assumed lower occupancy rate should be expected as some people will choose a lesser level of service for their storage but would also eliminate the current waiting list that is frustrating to residents.

Pictures of neighboring storage lots and detailed information about their rates and services/conditions are attached.

Staff will be available prior to and at the workshop to answer any questions Trustees or the public may have regarding this issue.



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Workshop

February 9, 2021

9AM –Building D&E

Workshop Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Workshop on February 9, 2021 Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Maino called the workshop to order at 9AM.

Pledge of Allegiance to the Flag

Led by Mr. Maino.

Roll Call

Present: Mr. Maino, Mr. Grunow, Mr. Nugent, Mr. Morrissey. Also, present, John W. Coffey, ICMA-CM, Community Manager, Cliff Repperger, General Counsel, Stephanie Brown, District Clerk, Rich Armington, Resident Relations Manager, Charles Henley, Finance Manager, Kathy Mendez, Food & Beverage Manager, Matt Goetz, Property Services Manager. Mr. Loveland was excused.

Audience Participation

Mr. Coffey read two letters from Rich Schwatlow-636 Marlin Circle-who spoke in favor of a fundraiser. He also questioned if a referendum was required for a dog park.

Mr. Coffey read a letter from Fran Solecki-910 Yew Street-who voiced her disapproval of a dog park.

Mr. Coffey read a letter from Angel Agel-487 Papaya Circle-BB Dog Lovers Club-who spoke in favor of having a dog park and provided location options and costs associated with building and maintaining the dog park.

Vicki Meyers-1305 Gardenia-spoke in favor of the dog park.

Discussion Items

Expansion of Kids' Swim Program

Staff proposed kids swim each Wednesday (year-round) for the last two hours of operations at Pool #2 or Pool #3 and combining the current summer kickoff and end parties into a once-a-year end of summer party at Pool #1.

Mr. Grunow gave an overview of the kids swim proposal. Mr. Maino asked the specific hours of operation. Mr. Goetz responded that the program would be 4-6pm and in the summer it would be later. Mr. Morrissey voiced his concern over kids' behavior/horseplay.

BOT consensus to accept staff's recommendation for kids swim year-round.



BAREFOOT BAY RECREATION DISTRICT

Leash Free Dog Park

Mr. Grunow asked if a referendum was required to build the dog park. Mr. Repperger responded no, and explained the \$25,000 cap, and that it only applies to new acquisitions. He stated that Improvements to existing property was excluded. Mr. Coffey gave information on costs and stated if there is parking and a water source, building the dog park would be under \$20,000. Mr. Maino voiced his concerns over the location of the dog park and rule enforcement. Mr. Maino voiced his disapproval of a dog park.

Purchase of Land South of Micco Road RV Storage Lot

Mr. Nugent spoke in favor of purchasing the land and expanding parking. Mr. Coffey gave an overview of the proposal and lot. Mr. Grunow spoke in favor of purchasing the land while it is still available. Mr. Morrissey also spoke in favor of purchasing the land, and stated that it was a good investment. Mr. Coffey suggested a contingency sale if BOT is interested in purchasing the lot, in addition to a referendum. Mr. Maino asked if a loan would be required to buy the land, Mr. Coffey responded yes.

BOT consensus to have the Community Manager investigate further with the owner of the land.

RV Storage Fees

Mr. Coffey gave an overview of RV storage analysis and effects of increasing RV storage fees. Mr. Grunow spoke in favor of increasing the storage fees, but not in favor of pricing by square footage. Mr. Maino spoke in favor of raising assessment fees, but asked the reasoning behind raising the RV storage fees. Mr. Coffey responded that raising other revenue for BBRD assists with keeping the assessment rate low.

BOT Consensus to direct staff to investigate further and add it as an agenda item on a future BOT Meeting.

Alternate Means of Transferring Monies Between Investment Accounts

Mr. Maino asked about the current process. Mr. Henley responded that currently, the BOT has to approve any transfer between accounts. Mr. Maino spoke in favor of an alternate transfer process. Mr. Grunow asked Mr. Henley if he had a preference in methods. Mr. Henley responded that he had no preference; it is whatever works best for the community. Mr. Nugent spoke in favor of getting approval from those who are authorized signers and a process with flexibility. Mr. Maino spoke in favor of the Finance Manager notifying the Community Manager prior to a transfer between accounts and then notifying the treasurer once a transfer is made.

BOT consensus to accept alternate means of transferring monies between investment accounts.

Mr. Maino spoke in favor of adding a line item for bills under \$5000 to the BBRD Treasurer's Report.

Building A Kitchen Usage

Mr. Coffey gave an overview of the proposed policy manual change to include a kitchen schedule and uses for residents. Ms. Mendez gave details about the kitchen schedule, safety concerns, and health issues.

Mr. Grunow spoke in favor of the proposed kitchen schedule and having supervision in the kitchen. Mr. Maino agreed.



BAREFOOT BAY RECREATION DISTRICT

Incidental Trustee Remarks

Mr. Maino spoke in favor of a 7-member Board of Trustees with 3-year terms.

Mr. Grunow spoke in favor of a board with longer terms.

Mr. Morrissey asked for a beach update. Mr. Repperger responded that is still investigating the needed elements of variance process and will have an update at the next regular Board meeting..

Mr. Coffey suggested discussing the possible board changes soon. Mr. Repperger would like to investigate the special act prior to going to the delegation to get a sponsor for the bill for a 7-member board.

Adjournment

Mr. Maino adjourned

Workshop adjourned at 10:20am

Jeff Grunow

Stephanie Brown, District Clerk

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, February 23, 2021

Title: **Pool #2 Resurfacing Project: Confirmation of Change Orders #1 & #2**

Section & Item: 9.E

Department: R&M/Capital Projects

Fiscal Impact: \$6,176.00

Contact: Matt Goetz, Property Services Manager, John W. Coffey ICMA-CM, Community Manager

Attachments: signed change order, original Family Pools bid, email from Chairman Maino 05Feb21, Policy Manual excerpt

Reviewed by

General Counsel: N/A

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



Requested Action by BOT

Review and confirm the Community Manager's approval of change orders #1 and #2 to the Pool #2 Resurfacing Project.

Background and Summary Information

Circa 2015 the side of the pit at Pool #2 collapsed due to the fiberglass structure being beyond its useful economic lifespan. Property Services staff made emergency repairs to the wall and added the replacement of the unit to the next fiscal year's budget (FY17). Each year staff solicited bids from pool companies within central Florida without any success (goal of doing the project in the slower summer months so solicitation of bids were put on hold each autumn until the new year). In response to the inability to obtain bids on pool projects, the BOT authorized a Request for Qualifications (RFQ) for pool services in late FY19 with Family Pools, Inc. being awarded a continuing services contract on November 8, 2019.

While inspecting Pool #2, Family Pools representative identified problem areas in the pool surface plus other items needing to be replaced and/or upgraded. The bid costing \$43,327.00 (without the optional upgrade) was approved by the BOT on October 27, 2020. Since said bid assumed two layers of surface on the pool and gutter requiring to be removed. Work commenced on February 1, 2021. Immediately, a third layer of surface was discovered in the pool and gutters. The following change orders were submitted by the vendor (received on February 5, 2020 but ante dated to February 1, 2020 and February 3, 2020):

\$2,526 C.O. #1: removal of third layer in pool
\$3,650 C.O. #2: removal of third layer in gutters

As authorized by the BBRD Policy Manual, the Community Manager approved (upon the approval of Chairman Maino) the change orders on February 5, 2021 bringing the total cost of the project to \$49,503 plus permitting.

Sufficient funds are available in the R&M/Capital Contingency account to cover the additional costs.

Staff recommends the BOT confirm the Community Manager's approval of change orders #1 and #2 at a total cost of \$6,176 to the Pool #2 resurfacing project being performed by Family Pools, Inc.



ADDRESS:
873 SW South Macedo Blvd.
Port Saint Lucie, FL 34983

WEBSITE: www.familypoolsinc.com
TOLL FREE: 1-866-294-4011
FAX: 772-785-9558

February 1, 2021

Barefoot Bay
1080 Parkway Drive
Barefoot Bay, FL

Change Order/Addendum:

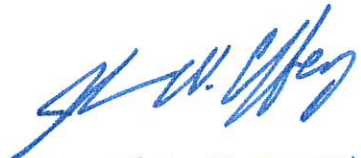
#1

By signing this order you are authorizing Family Pools Inc. for said scope of work below and payment terms. This will become a change order to the original contract.

Chip off one additional layer (total of three). Two layers were included on the original contract.

\$2,526.00

To be paid upon second draw, that is when the chip out will be complete.


Feb 5, 2021



ADDRESS:
873 SW South Macedo Blvd.
Port Saint Lucie, FL 34983

WEBSITE: www.familypoolsinc.com
TOLL FREE: 1-866-294-4011
FAX: 772-785-9558

February 3, 2021

Barefoot Bay
1080 Parkway Drive
Barefoot Bay, FL

Change Order/Addendum:

#2

By signing this order you are authorizing Family Pools Inc. for said scope of work below and payment terms. This will become a change order to the original contract.

Chip off all layers of existing layers of plaster in the gutters.

\$3,650.00

To be paid upon second draw, that is when the chip out will be complete.

JL W. Uffey
Feb 5, 2021



Complete POOL & DECK Remodeling

FAMILY POOLS, INC.

1-866-294-4011



PROPOSAL

873 SW South Macedo Blvd., Port St. Lucie, FL 34983

Diamond Brite / Pebble / Marquis / Gems / Brick & Tile

Heaters / Spraydeck / Pavers / Pool Equipment

www.familypoolsinc.com Licensed & Insured • State Certified • Lic. # CPC1456929

Date: **10/20/2020**

| | | | |
|---|---------------------------|----------------|--|
| PROPOSAL SUBMITTED TO: | Phone 772-494-9985 | | |
| Name BAREFOOT BAY | Job Name SAME | | |
| Street 1080 PARKWAY DRIVE | Job Address SAME | City/State/Zip | |
| City/State/Zip BAREFOOT BAY , FL | Subdivision / Gate Code | | |

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Pool Perimeter: 180LF / TIA: 2526

POOL RESURFACING: Empty Pool, Undercut Tile (when applicable), Returns, Main Drain, Clean Out, Check For Hollow Spots, (remove if any up to 50 sq. ft. - subject to terms on back) Apply Bonding Agent and Plaster. Replace Main Drain Cover(s). Fill Pool With Water From Onsite Spigot. Customer Shuts Water Off Upon Pool Fill. (Initial Start Up & Chemical Treatments NOT INCLUDED). Start Up, Chemistry & Maintenance Is Customer Responsibility. Permit to be billed at cost.

Replace 6"x6" bullnose cobalt backsplash tile

\$3,620.00

Replace 2"x 6" gutter lip tile non skid cobalt

\$3,520.00

Chip out 2 layers of existing pool surface

\$10,104.00

Resurface pool with standard exposed aggregate surface. (Oyster or Bluestone)

\$16,893.00

Resurface gutters with standard exposed aggregate surface. (Oyster or Bluestone)

\$4,500.00

Add bottom 4th step - new code requires this be done at pool resurface. Step can not exceed 10" and it is currently at 12"

\$1,600.00

Replace 2 handrails, handrails must be installed in bottom step.

\$2,400.00

Replace all gutter grates

\$395.00

Replace M/D F&G VGBA 16"x16"

\$295.00

~~**OPTION: We recommend this upgrade, it is a better product for a commercial setting.**~~

~~**Upgrade pool surface to Wet-Edge Pebble Gulf White**~~

~~**\$5,600.00 added to resurface price above.**~~

We hereby propose to furnish labor materials - complete in accordance with above specifications, for the sum of:

total price & payment terms TBD Dollars (\$43,327.00) with payment to be made as follows:

All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Although every reasonable effort is made to repair stress and settlement cracks, etc., no guarantee can be made against their recurrence. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. This proposal is subject to acceptance within **15** days and is void thereafter at the option of the undersigned. This is a proposal; until signed by a member of management or officer of Family Pools Inc. and Customer, at which time it becomes an executed contract. It is further understood that there are no verbal agreements and all items discussed are written herein.

Authorized Signature **Frank Russo**

ACCEPTANCE OF PROPOSAL

The above prices, specification and conditions are hereby accepted and understood. Family Pools Inc. is authorized to do the work according to terms. Payment will be made as outlined above. (See terms and conditions on front and back for details.)

ACCEPTED: By signing this you agree to terms on back.

Signature _____

Date _____

Signature _____

TERMS AND CONDITIONS

1. In the event the pool is located at a home not under construction with a Contractor, all references to the contractor are referring to the homeowner in this contract.
2. Family Pools, Inc. assumes no responsibility for any staining of the marcite/plaster after application if pool is not initially chemically treated by Family Pools, Inc. or whether caused by: pool refill not being filled through carbon filters (when applicable), poor condition of pool water, improper maintenance (high or low chlorine level, high or low alkalinity level, total calcium hardness, high or low PH level, etc.), abuse, and/or other conditions (calcium deposits, deterioratoin, erosion, etc.) shall not be covered under the terms of this guarantee. Completion shall be defined as that time when the pool is full of water, the equipment is in operation, and/or the pool is in use. It is understood that with any cementitious surface such as that of pool finishes it is normal to have some normal fluctuation, waviness and discoloration in the workmanship and materials due to the nature of the plastering application inherent variation in the raw materials and the effect on the hydration and curing processes. Imperfections are to be considered normal variation and tolerance levels for a free-hand troweled cement product and ARE NOT considered a failure of finish or poor workmanship. The Contractor's failure to make full payments to Family Pools, Inc. according to the contract and work order shall void any guarantee. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED INCLUDING AN IMPLIED WARRANTY OR MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. Regarding any contracted work, services, renovation listed herein: Contractor agrees and understands that although every attempt will be made to avoid overspray, spills, untidiness, staining, dyeing, to any property, foliage, or area it can and may occur during the construction/renovation process and the contractor accepts and assumes all responsibility for any clean up, repair, and/or product removal that may be necessary as a result. Contractor holds Family Pools, Inc. harmless whereby Family Pools, Inc. assumes no liability whatsoever for said related issue if and when they may arise, and in the event Family Pools, Inc. performs any clean up, repair, and/or product removal Contractor agrees to pay the fee set at a minimum of \$250.00
4. If more than 50 square feet of delaminated pool plaster has to be removed there will be an additional charge. If the pool has a plaster, paint, resin, or other coating that could not be seen or was not disclosed during the initial estimate, there will be an additional charge for the removal of said materials.
5. The Contractor shall grant Family Pools, Inc. ample access for all equipment, personnel, subcontracted laborers, technicians and materials to the site, the use of water and/or electrical power and the right to store material and/or equipment at the Contractor liability during construction. The Contractor assumes all responsibility for clearance of or damage to anything in the area of access, whether on the owner's property or property of others. The Contractor indemnifies and holds Family Pools, Inc. harmless for damage to patio and/or deck furniture, screens, decorative matter/belongings, landscaping, paving, driveways, sprinklers, trees, shrubs, sewer lines, water lines, or other items above or below ground in the area of access and/or construction, failure to provide this access constitutes applicable charges and fees to the Contractor at a rate of \$125.00 per hour at a minimum of \$500.00 each occurrence.
6. When electrical wiring and hook up are made the responsibility of Family Pools, Inc. under this contract any relocation of power lines, conduits, increase and/or modification, in the existing electrical service, unless otherwise specifically stated, is not covered under the base price of this contract and shall be considered a change order or addition pursuant to the conditions of paragraph above. Each item included under electrical wiring and hook up shall be clearly stated on the reverse side of this contract.
7. Family Pools, Inc. is not liable for damage to pool and/or spa lights, equipment, main drains, skimmers, or plumbing of any kind whether working or not prior to work commencement. Damages may occur and should be expected during the construction/renovation project.
8. Any items not specifically stated on reverse side of this Contract which are encountered shall be considered as not included in this contract and shall not be the responsibility of Family Pools, Inc. This refers to but is not limited to soil conditions or objects above or below the ground, including but not limited to the location of the septic tank, the location of drain field, any and all pipes, or other terms of plumbing or electrical lines, or any other conditions below the ground of which should be disclosed to Family Pools, Inc.
9. The Contractor indemnifies and hold Family Pools, Inc. harmless for damages to the Owners property/contracted jobsite as a result of encountering any object or condition not specifically detailed or disclosed under line item per the front side of this contract if hard rock, muck or water are encountered which would delay the job and/or require additional expense the Contractor agrees to pay Family Pools, Inc. upon billing for the additional cost incurred pursuant to the provisions of paragraph 3 above. Family Pools, Inc. shall not be responsible for seawalls or tie backs whatsoever.
10. Family Pools, Inc. reserves the right at any time to stop work for the following reasons but not limited to only these reasons if the delay is caused by theft of materials, equipment, etc. or damage to work in progress the customer agrees to be fully responsible for all costs and repairs/replacement and any delay damages as listed herein, in the event any payment is past due according to the payment schedules of this contract. Family Pools, Inc. also reserves the right to, at any time, stop work on this particular contract if Contractor is in arrears for any payments due on any other contracts the Contractor has executed with Family Pools, Inc. whether on this job or any other job. Contractor expressly agrees that Family Pools, Inc. shall retain title and repossess without process of law all equipment, safety equipment, cleaning equipment, etc. until all payments required under this contract have been made in full. The Contractor expressly agrees that Family Pools, Inc. shall have permission for entry to or on any premises to remove these articles.
11. Any modification, or modification attempts, repairs, etc. made to any work, workmanship, installations, equipment, etc. that was provided by Family Pools, Inc. as per this contract by an outside source other than Family Pools, Inc. will render any and all warranties null and void. Family Pools, Inc. reserves the right to complete all warranty work solely to the area of issue. Draining of the swimming pool/spa may be necessary and there is no guarantee that a patch of any kind, whether it is in plaster, pebble, paint, concrete, decking, paver, etc. will match. A patch is to be considered an acceptable and effective warranty effort and repair and will likely stand out or not match its surrounding areas. This is not to be considered incorrect or a repair failure. The size of the area to patch as well as the materials used for said purpose is at the discretion of Family Pools, Inc.
12. All materials and methods of construction/renovation/remodeling of decks if contracted by Family Pools, Inc. are in accordance with and/or inspected by the local building department. Family Pools, Inc. does not warranty the concrete deck area, plaster or tile against cracking due to expansion, contraction or minor settling.
13. This contract is based upon labor, material and subcontractor costs as of the accepted date of this contract effective for a period of thirty days there from. In the event Family Pools, Inc. is unable to complete all construction prior to the expiration of the thirty day period the contract price will be increased for all actual increases in labor, insurance, material, and subcontract costs which Family Pools, Inc. incurs as subsequent to said thirty day period, plus an additional 35% of such increases which represents Family Pools, Inc. overhead cost and profit on such increases.
14. Family Pools, Inc. neither warrants nor guarantees any start and/or completion dates for the construction/renovation of the swimming pool and/or deck. If the Contractor should terminate, cancel, or delay this contract at any time subsequent to the entry into said contract, (cancellations must be submitted in writing within 72 hours after signing the contract via registered mail) deposits, and/or any monies rendered on contracts cancelled without proper written notice as mentioned herein will not be refunded, NO EXCEPTIONS: if for any reason the Contractor delays or refuses to permit Family Pools Inc. to proceed with and complete the work specified herein Family Pools Inc. damages would be difficult if not impossible to determine, therefore the Contractor agrees to pay to Family Pools Inc. reasonable liquidated damages, and not as a penalty an amount equal to 25% of the contract price plus all actual calculable damages such as costs and expenses prior to the date of such cancellation by the Contractor. Upon cancellation Family Pools Inc. shall not have any further responsibilities/liabilities under such said contract, including but not limited to warranties. This is in addition to any further legal right Family Pools Inc. reserves/has. In the event if Family Pools Inc. is made to refer this matter to legal counsel as a result of default, or non-payment by the owner, Family Pools Inc. shall be entitled to recover any and all legal fees including attorney's fees and cost of suit, in addition to such other amounts as may be allowed by law.
15. Family Pools, Inc. is not responsible for floatation of pool or deck cracking due to external water. Any cracking or delamination of plaster associated with structure deficiency of pool shell is not covered under any warranty nor is it the responsibility of Family Pools, Inc. Family Pools, Inc. is not responsible for any damages associated, caused by, or due to draining pool, landscaping, washouts, etc. Water tightness of the pool structure in any case is not the responsibility of Family Pools, Inc. and unless Family Pools, Inc. is installing new plumbing for which the new installation provided by Family Pools, Inc. is what Family Pools, Inc. would be responsible for, Family Pools, Inc. is not responsible for any leaks that may occur other than at the main drain plug. Any service calls associated with leaks other than at the main drain plug will be the responsibility of the customer and be billed to the customer at which time will be due upon receipt.
16. IN THE EVENT THAT ANY WORK PERFORMED BY FAMILY POOLS, INC. IS WHOLLY OR PARTIALLY DESTROYED OR DAMAGED DUE TO FIRE, WATER, VANDALISM, ACTS OF GOD OR ANY OTHER CAUSE BEYOND THE CONTROL OF FAMILY POOLS, INC. THE LOSS SHALL NOT BE SUFFERED BY FAMILY POOLS, INC. AND THE CONTRACTOR INDEMNIFIES AND HOLDS FAMILY POOLS, INC. HARMLESS FOR SUCH LOSS.
17. In the event Contractor is in arrears on any payments due to Family Pools, Inc. on any other contracts executed with Family Pools, Inc. whether on this job or any other job, and the work on this contract not commenced, then Family Pools, Inc. may declare this contract to be null and void and Contractor shall forfeit any and all deposit/draw payments and be responsible to Family Pools, Inc. for all actual expenses incurred by Family Pools, Inc. on behalf or because of this contract.
18. Contractor is responsible for all water costs. Contractor is responsible for supplying the water to fill pool promptly after the plaster or additional charges will be incurred by Contractor. Contractor is responsible for pool maintenance & chemistry upon completion of contract including whereby Family Pools, Inc. supplies only the initial chemical treatment. Water is to be kept running until pool is full, finish is to be brushed and pool chemistry must be maintained and kept at normal levels by contractor.
19. Any checks that are cancelled, returned NSF, have a stop payment placed on them, or are non-transferable in any way whatsoever will result in the Contractor having to pay the amount of said check and a fee of \$650.00. Any contractual payments made via credit card will be subject to pay the convenience fee.
20. Any subsurface water encountered must be capable of being handled with a 1 ½ HP pump and one well point for new pool construction. Subsurface water on renovations, remodels, or any pre-existing swimming pool/spa projects must be capable of being handled with a 1 ½ HP pump utilizing the existing underdrain line; in the event the underdrain line for the pool/spa structure is not available or usable, Contractor reserves the right to stop the project. The Owner will be responsible for all costs associated with dewatering above and beyond the subsurface water capabilities herein for their project.
21. Family Pools Inc. is not responsible for liner wrinkles, floating liners, floor or wall imperfections and/or chemical damage to vinyl liners. The aforementioned complications are not to be considered a failure of product or workmanship and will not be warrantied.

FLORIDA HOMEOWNER'S CONSTRUCTION RECOVERY FUND

Payment, up to a limited amount, may be available from the Florida Homeowner's Construction Recovery Fund if you lose money on a project performed under contract, where the loss results from specified violations of Florida Law by a licensed contractor. For information about the recovery fund and filing a claim, contact the Florida Construction Industry Licensing Board at the following number and address:

Construction Industry Licensing Board - 2601 Blairstone Road Tallahassee, FL 32399-1039 or phone 850-487-1395

John Coffey

From: Michael Maino <mmaino46@gmail.com> on behalf of Michael Maino
Sent: Friday, February 05, 2021 4:04 PM
To: John Coffey
Subject: Re: Pool #2 resurfacing change orders

I approve this change order.

Michael R Maino

Sent from my iPhone

On Feb 5, 2021, at 11:28 AM, John Coffey <jcoffey@bbrd.org> wrote:

Mike,

Family Pools submitted two change orders totally \$6,176 for the additional cost of removing a third layer (unknown at the time of the bid) of plaster in the pool and gutters. The original contract is \$43,327.00 so I cannot approve them by myself. The Policy Manual allows me to approve them if you concur (since waiting till the 23rd will slow the project down unnecessarily). As usual I will put the confirmation of the approval on the February 23rd agenda for transparency purposes.

Sincerely,

John W. Coffey, ICMA-CM

Community Manager

Barefoot Bay Recreation District

625 Barefoot Blvd.

Barefoot Bay, FL 32976

Phone: 772.664.3141

Fax: 772.664.1928

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

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.³⁴
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.³⁵

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

Board of Trustees Meeting Agenda Memo

Date: Tuesday, February 23, 2021
Title: **Building A Renovations Project: Change Order #9**
Section & Item: 9.F
Department: R&M/Capital Projects
Fiscal Impact: \$23,500.00
Contact: Matt Goetz, Property Services Manager, John W. Coffey
ICMA-CM, Community Manager
Attachments: Change Order 9, email from vendor, Bldg A Renovations
Change Order tracker 23Feb21
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Review and approval change order #9 to the Building A Renovations Project for re-roofing of the three towers.

Background and Summary Information

On February 16, 2020, the BOT authorized Chairman Klosky to sign the contract with Parkit Construction in the amount of \$564,435.00 for the Building A Renovations project. Work commenced on August 4, 2020 (after a lengthy COVID-19 complicated building permit review and issuance process). As authorized by the BBRD Policy Manual, change orders in excess of 10% of the contract price (convention is to view this limit as cumulative when multiple change orders are involved) must be preapproved by the BOT unless it would substantively delay the project.

Change order #9 will re-roof the three towers (see attached quote for satellite picture illustrating their locations. The westward tower previously had a HVAC unit that was abandoned in place (circa 2007) and removed via change order #6. The two eastward towers did not have equipment on them but the flat roof material is very aged and in need of replacement. The reader should note that although this change order is not directly tied to the renovations project, staff believes there is a tremendous cost savings in addressing other building deficiencies within this project as mobilization costs associated with stand-alone projects are avoided.

The revised total contract with Parkit is now estimated at \$458,535.44 (exact amount is in flux due to the on-going BBRD direct purchase of equipment and the subsequent deductions of said cost and avoided sales tax from the contract). Additionally, the revised contractual date of substantial completion does not change with this change order.

Sufficient funds are available in the R&M/Capital Contingency account to cover the costs.

Staff recommends the BOT approve change order #9 at a cost of \$23,500.00.

Proposal

MB Enterprises Roofing & Sheet Metal, Inc.

State Certified / CCC032498
540 2nd Street SW
Vero Beach, Florida 32962
(772)562-7549

| | | |
|--|----------------------|---------------------|
| PROPOSAL SUBMITTED TO Barefoot Bay | PHONE | DATE 2/16/21 |
| STREET | JOB NAME | EMAIL |
| CITY, STATE AND ZIP CODE Vero Beach, FL | JOB LOCATION | |

We hereby submit specifications and estimates for: Re-Roof (see attached diagram) of 3 Tower Roofs

Remove existing roof system down to plywood deck and dispose of

Inspect plywood and nail according to code using 8d ring shank nails

Dry in first ply of peel & stick Polyglass SAV Base Sheet

Install new flashings

Install second ply peel & stick Polyfresco Cap Sheet (20 year product warranty)

Apply one coat of tropical 924 silicone roof coating

All rotten woodwork and stucco work to be done at time and material: time at \$68/man hour plus materials. *No gutter, paint or insulation figured in the proposal at this time.

Price includes: Permit fee; Dump fees; and 5 year Labor Warranty

We Propose hereby to furnish material and labor, complete in accordance with above specifications for the sum of:

Twenty-Three Thousand Five Hundred Dollars and XX/100 Cents dollars (\$ 23,500.00)

Payment to be made as follows: 50% Down to Order Materials; Rest Upon Completion.

All material is guaranteed to be as specified. All work to be completed in a work-manlike manner according to standard practices. Any alteration or deviation from above manner specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Authorized
Signature _____

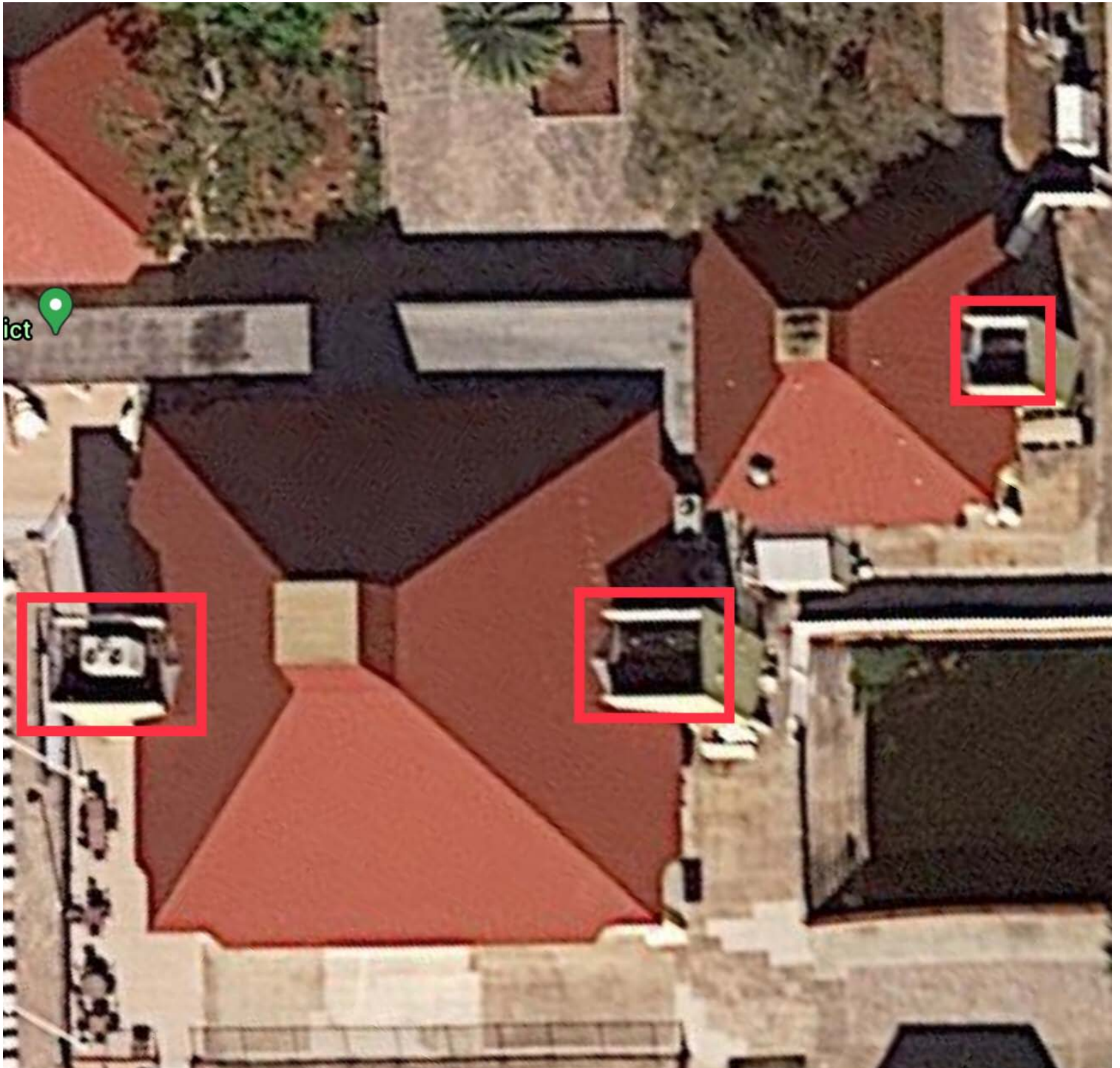
Note: This proposal may be
withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – The above prices,
specifications, and conditions are satisfactory and are hereby accepted. You are
authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____



John Coffey

From: David Park <dpark1@cfl.rr.com>
Sent: Tuesday, February 16, 2021 2:56 PM
To: John Coffey
Cc: dpark2@cfl.rr.com
Subject: RE: Barefoot Bay Towers Flat Roof Proposals

John,

There is no problem with putting it on next Tuesday's agenda. The tower roof systems aren't driving the completion schedule of the project. Currently, the potential changes in underground plumbing for the added sink and the floor drain elevations (based on the type of finished floors ultimately being selected) is driving the project completion dates along with a few other miscellaneous items.

I would like to do 1 comprehensive package of all the changes to be blessed by the EOR/County so that we don't keep having to go back for further adjustments to the permit package which will cause additional costs and delays. We are close to that point currently and should have a package complete shortly after we determine the floor finish and sink hookup.

I spoke with Michael from Village Flooring again this afternoon about getting pricing information on the Altro Stronghold 30 flooring system that BBRD utilized successfully on the Hole 19 facility per Kathy. He and 2 other members of his family still have Covid-19 as of their tests from earlier this morning but he is planning to get me rough budget pricing on the system either later today or tomorrow. I am also planning to conduct a virtual walkthrough (via Iphone) with him either tomorrow or Thursday so that he can lay eyes on the scope of work to finalize pricing. As soon as I have firm numbers from him, I will pass them along with markup less a corresponding credit on the tile floors that we have in our contract so that a decision can be made on that item which you may want to include in next Tuesday's agenda, as well.

V/r,

Dave Park, PE, CGC | Owner / Director
Parkit Construction, Inc.
PO Box 120278 | West Melbourne, Florida 32912-0278
Phone 321.426.6556 | Fax 321-952-8120
Website: www.parkitconstruction.com (**UPDATED 7/12/18**)

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From: John Coffey [mailto:jcoffey@bbird.org]
Sent: Tuesday, February 16, 2021 2:19 PM
To: David Park <dpark1@cfl.rr.com>
Subject: RE: Barefoot Bay Towers Flat Roof Proposals

Dave,

How urgent approval do you need on this? Due to the magnitude, I would like to put it on next Tuesday's agenda, but do not want to cause an additional 7 day delay on the project...please advise.

From: David Park <dpark1@cfl.rr.com>
Sent: Tuesday, February 16, 2021 1:29 PM
To: John Coffey <jcoffey@bbrd.org>; Matt Goetz <mattgoetz@bbrd.org>
Cc: dpark2@cfl.rr.com
Subject: FW: Barefoot Bay Towers Flat Roof Proposals

Gentlemen:

Price proposal from MB Enterprises for re-roof of 3 tower roof systems. I will also touch base with them about the price of the repairs needs to the TPO low roof above the office where the existing rusted pedestals are and cc you in on the correspondence.

Please let me know your thoughts at your earliest convenience. Thank you.

V/r,

Dave Park, PE, CGC | Owner / Director
Parkit Construction, Inc.
PO Box 120278 | West Melbourne, Florida 32912-0278
Phone 321.426.6556 | Fax 321-952-8120
Website: www.parkitconstruction.com (**UPDATED 7/12/18**)

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From: M B Enterprises Roofing & Sheet Metal, Inc. [<mailto:mberoofting@gmail.com>]
Sent: Tuesday, February 16, 2021 1:04 PM
To: David Park <dpark1@cfl.rr.com>; Matt Goetz <mattgoetz@bbrd.org>
Subject: Barefoot Bay Towers Flat Roof Proposals

Good afternoon,

Please find attached the three towers flat roof re-roof proposal for the Barefoot Bay Recreation Department.

If you have any questions, please let me know.

Thank you,
Lindsay

--

MB Enterprises Roofing & Sheet Metal, Inc.
540 2nd Street Southwest
Vero Beach, FL 32962
(772) 562-7549

Building A Renovations Project Contract Cost History

| Date | Change Order # | Description | Change Order Cost | Revised Contract Cost | Approved By | Date Approved |
|--------------|----------------|--|-------------------|-----------------------|-------------|---|
| 26-May-20 | N/A | Original contract | | 564,435.00 | BOT | 26-May-20 |
| N/A | N/A | Various direct equipment purchases by BBRD (previous and remaining planned) as allowed by the contract | (191,992.55) | 372,442.45 | N/A | N/A |
| 17-Nov-20 | 1 | Replace structural support under rooftop HVAC systems (30 extra days) | 22,245.60 | 394,688.05 | Comm. Mgr. | 17-Nov-20 |
| 17-Nov-20 | 2 | Replace AC duct and exhaust fan system in eastside air handler room | 10,044.89 | 404,732.94 | Comm. Mgr. | 17-Nov-20 |
| 17-Nov-20 | 3 | Add Electrical run, step down transformer, lights, and ceil fan outlet to Pavilion (cost to be offset by CVO donation of \$2,555.78) | 17,767.50 | 422,500.44 | BOT | 14-Dec-20 |
| 17-Nov-20 | 4 | Remove and replace storage area floor to facilitate plumbing changes | 1,725.00 | 424,225.44 | Comm. Mgr. | 17-Nov-20 |
| 14-Jan-21 | 5 | Removal of unforeseen vent pipe (was abandoned in place year unknown) | 747.50 | 424,972.94 | Comm. Mgr. | 1/14/2021 (confirmed by BOT on 26Jan21) |
| 14-Jan-21 | 6 | Removal of obsolete rooftop HVAC (abandoned in place circa 2007) | 977.50 | 425,950.44 | Comm. Mgr. | 1/14/2021 (confirmed by BOT on 26Jan21) |
| 14-Jan-21 | 7 | Conversion of propane tank usage to connection of existing 1,000 gallon underground tank) (7 extra days) | 5,635.00 | 431,585.44 | Comm. Mgr. | 1/14/2021 (confirmed by BOT on 26Jan21) |
| 14-Jan-21 | 8 | Removal of electrical outlet conflicting with new opening in a wall and installation of new electrical home run | 3,450.00 | 435,035.44 | Comm. Mgr. | 1/14/2021 (confirmed by BOT on 26Jan21) |
| 16-Feb-21 | 9 | Re-roofing of three towers | 23,500.00 | 458,535.44 | BOT | |
| Total | | | 86,092.99 | | | |

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, February 23, 2021

Title: Request for "Shade" Meeting pursuant to Fla. Stat. Sec. 286.011.

Section & Item: 9.G

Department: Administration

Fiscal Impact: Cost of Court Reporter Attendance and Transcript Preparation

Contact: Cliff Repperger, General Counsel, General Counsel

Attachments:

Reviewed by

General Counsel: Yes

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



Requested Action by BOT

Authorize "Shade" meeting to be publicly noticed and held on March 9, 2021 @ 10:30 a.m. in the Administration Building.

Background and Summary Information

BBRD is currently involved in litigation related to an eviction and breach of lease (seeking unpaid rent) cause of action(s) related to prior tenant (Blissful Things/Jennifer Bliss-Ganz) in Brevard County Circuit Court Case No.: 05-2018-CA-056506-XXXX-XX. On February 2, 2021, Circuit Judge David Dugan rendered an Order denying BBRD's Motion for Summary Judgment, effectively requiring the matter to proceed to a full trial in order to reach an ultimate resolution.

Florida Statutes Section 286.011 (8) allows the Board to meet in private ("in the shade") with its legal counsel to discuss settlement negotiations or strategy related to litigation expenditures and provides, in relevant part,

...ny board or commission of any state agency or authority or any agency or authority of any county, municipal corporation, or political subdivision, and the chief administrative or executive officer of the governmental entity, may meet in private with the entity's attorney to discuss pending litigation to which the entity is presently a party before a court or administrative agency, provided that the following conditions are met:

- (a) The entity's attorney shall advise the entity at a public meeting that he or she desires advice concerning the litigation.
- (b) The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures.
- (c) The entire session shall be recorded by a certified court reporter. The reporter shall record the times of commencement and termination of the session, all discussion and proceedings, the names of all persons present at any time, and the names of all persons speaking. No portion of the session shall be off the record. The court reporter's notes shall be fully transcribed and filed with the entity's clerk within a reasonable time after the meeting.
- (d) The entity shall give reasonable public notice of the time and date of the attorney-client session and the names of persons who will be attending the session. The session shall commence at an open meeting at which the persons chairing the meeting shall announce the commencement and estimated length of the attorney-client session and the names of the persons attending. At the conclusion of the attorney-client session, the meeting shall be reopened, and the person chairing the meeting shall announce the termination of the session.
- (e) The transcript shall be made part of the public record upon conclusion of the litigation.

General Counsel Repperger believes that discussing settlement negotiations or strategy sessions related to litigation expenditures will be of significant benefit to the Board and residents of BBRD.



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: February 26, 2021

Subject: Manager's Report

Resident Relations

ARCC Meeting 02/02/21

- 24 Consent Items – approved
- 12 Other Items – 8 approved, 1 approved with stipulations, 2 tabled for additional information.

ARCC Meeting 02/16/2021

- 2 Old Business – 1 approved, 1 denied.
- 23 Consent Items – approved
- 5 Other Items – 4 approved, 1 denied.

Next ARCC Meeting

- Scheduled for March 2nd in Bldg. D/E at 9am

VC Meeting 1/22/2021

- Cancelled due to majority of cases came into compliance.

VC Meeting 2/12/2021

- **Cancelled due to majority of cases came into compliance.**

VC Meeting 2/26/2021

- 14 cases are ready to present to the Committee.

Next Violations Committee Meeting

- Scheduled for March 12th in Bldg. D/E at 10am

Interesting Facts for January 2021

- 30 Homes were sold.
- 46 New badges made

Property Services

- Completed refurbishment of the men's and women's restroom at pool #2
- Traced a leak on the entry doors at Building A and repaired the drywall
- Conducted monthly fire extinguisher inspections
- Removed a dead palm tree near Periwinkle
- Cleaned out old truck to prep for sale
- Repaired broken lights and wiring at the 19th Hole parking lot
- Completed tree trimming utilizing the lift until the next time staff needs to rent a lift
- Ordered replacement sheds for the rusted ones behind Building A
- Addressed all current DOR violations

Golf-Pro Shop

- Tournaments (Call Pro Shop @ 664-3174 for details)
 - CVO (Sign up started February 15th)
 - March 6th
 - 8:30 am Shotgun
 - Limited to 72 players
 - Includes: Golf, Lunch, and prizes
 - Club Championship (Sign up starts March 1st)
 - March 19th & 20th
 - No Pre-Tournament dinner (Boxed lunch on first day tee time)
 - Pairings based on handicaps and flights. No shotgun start
- Watertronics has removed the second irrigation motor off site for service.
 - Pump 3 has been completed
 - Pump 2 was beyond repair and a new one has been ordered (expect completion by February 26th)

Food and Beverage

- **Twice a weekend outdoor music** is now scheduled and revised entertainment calendars are available in Administration and at the Lounge and the 19th Hole.
- **50th Anniversary Celebration of Barefoot Bay** - The first meeting of a planning group to hold a 50th Anniversary Celebration of Barefoot Bay will be held on Thursday, February 25th. The event is planned for July 3rd and will include food, music, various activities during the day and closing with the annual fireworks display. Flyers will be posted with all the details as we draw closer to the event.

General Information

- **FY22 Working Draft Proposed Budget (WDPB) Update and Reminder** –. Key dates include:
 - No later than March 3rd: Submittal of the budget document to the Trustees.
 - No later than close of business March 5th: Electronic copies will be available on www.bbrd.org.
 - March 8th: Free paper copies of the Resident's FY22 WDPB will be available for pick up at the Administration Building.
 - Budget workshops are at 7pm in Building D/E and scheduled for:
 - Tuesday March 16th
 - Thursday March 25th
 - Tuesday May 4th
 - Monday May 10th