

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

**Friday, March 9, 2018**

**1:00 PM**

1225 Barefoot Boulevard, Building D/E



# BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting  
Friday, March 09, 2018 at 1 P.M.  
Building D&E

## AGENDA

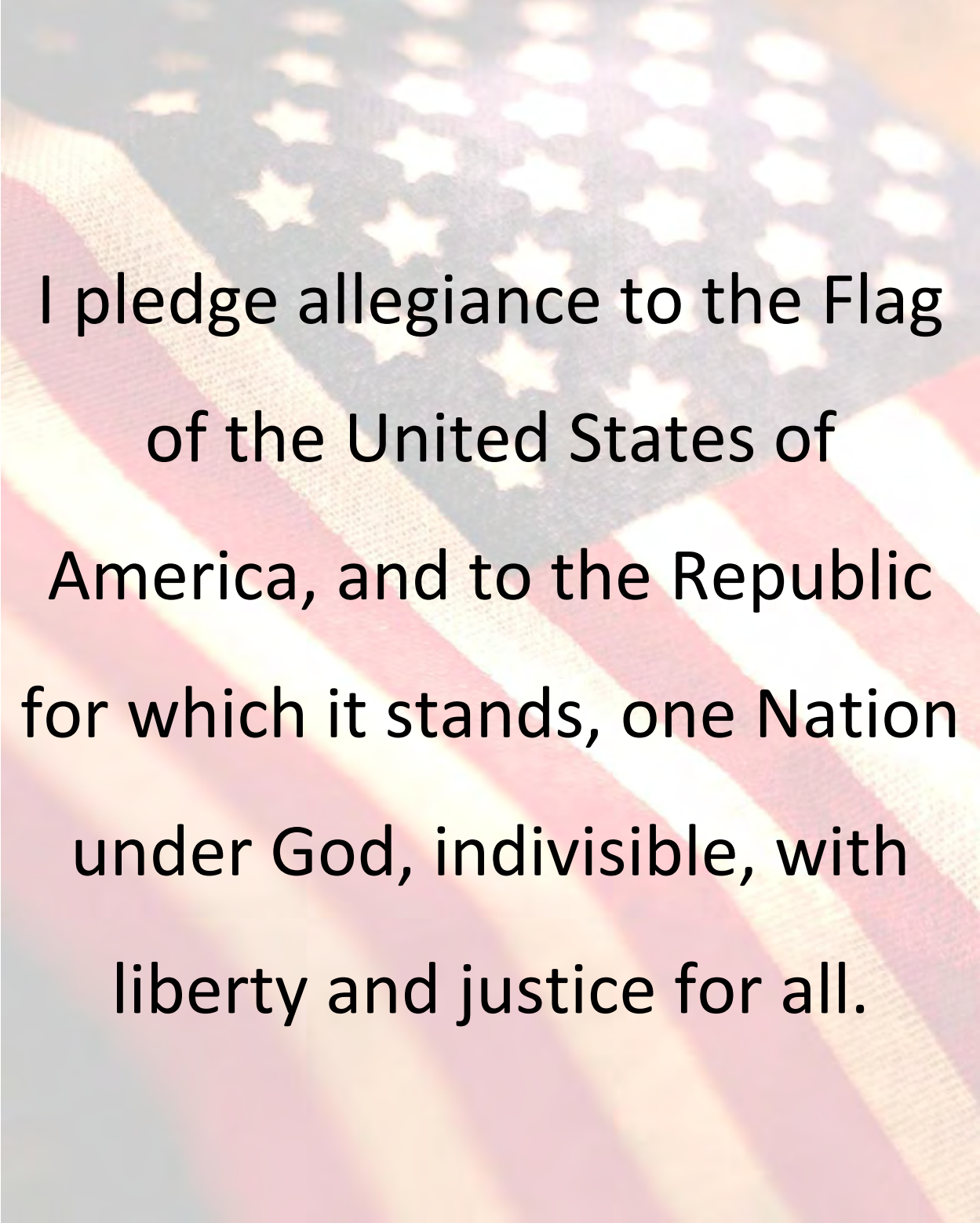
Please silence all electronic devices

1. Thought for the Day
2. Pledge of Allegiance to the Flag
3. Roll Call
4. Presentations and Proclamations
  - A. Milestones
5. Approval of Minutes
6. Treasurer's Report
7. Audience Participation
8. Unfinished Business
  - A. Approval of Contract Language for Replacement Administration Building Project
  - B. Discussion of Trustee Wheaton's Alternate D/E Complex Project
9. New Business
  - A. DOR Violations
    - i. 882 Hawthorn Circle – Debris
    - ii. 882 Hawthorn Circle – Vehicle
  - B. Review of Draft ABM Contract Extension
  - C. Confirmation of Award of Contract for Relocation of Fiber Optic Line to Old Administration Building
  - D. General Council Law Firm Transition
10. Manager's Report
11. Attorney's Report
12. Incidental Trustee Remarks
13. Adjournment

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

# Thought of the Day





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



# Roll Call

## **Trustees**

Chairman - Mr. Lavier

1st Vice Chair - Mr. Diana

2nd Vice Chair – Mr. Wheaton

Secretary - Mr. Klosky

Treasurer - Mr. Cavaliere

## **Also Present**

General Counsel- Cliff Repperger, Jr., Esq.

Community Manager - John W. Coffey

District Clerk - Dawn Myers

# Presentations

# Approval of Minutes

\*Available in the March 27th Agenda Package

# Treasurer's Report

# Barefoot Bay Recreation District

## Treasurer's Report

March 9, 2018

### Cash Balances in General Fund as of 3/2/18

Petty Cash

**Total Petty Cash:** \$ 1,100.00

### Operating Cash in Banks

MB&T Operating Account

3,035,096.05

**Total Operating Accounts:** 3,035,096.05

### Interest Bearing Accounts

BOA Money Market Account

105,653.01

SBA Reserve Account

559,906.82

**Total Interest Bearing Accounts** 665,559.83

### Total Cash Balances in General Fund:

**\$ 3,701,755.88**

### Total Daily Deposits and Assessments Rec'd (from County Only) for 2/20 - 3/2/2018:

Daily deposits: \$ 87,671.05

Assessments received (from County only): -

**Total Deposits Received** **\$ 87,671.05**

### Expenditures over \$5,000 for 2/20 - 3/2/2018:

Check Number	Vendor	Description	Check Amount
	Employees	Employee Salaries & Wages: 2/21/18	63,265.49
	Federal & State Payroll Taxes	Employer Tax Liabilities: 2/22/18	18,231.56
	Florida Department of Revenue	Sales Tax Liability - January	15,565.45
49693	Atlantic Roofing II	Building A Roof, Application 4 (Capital)	24,061.50
49698	Carroll Distributing Company	Alcohol 19th Hole	5,441.75
49704	Encore Broadcast Solutions	A/V System for BOT meetings (Capital)	5,070.00
49705	Everglades Farm Equipment	Golf Carts (2)	17,970.62
49712	Health First Health Plans	Group #115297 March 2018	17,366.66
49723	Milestone Professional Services, Inc	Consulting 12/26/17-02/09/18	5,160.00
49725	Mity-Lite, Inc.	D/E Chair replacement	8,926.00
49784	Skid Steer Solutions, Inc	Sickle Bar attachment for the boom mower	6,695.00
49786	Special District Services, Inc	Management Fee Feb 2018	12,778.04

**Total Expenditures over \$5,000 for 2/20 - 3/2/2018: \$ 200,532.07**

# Audience Participation

# Unfinished Business

## Board of Trustees Meeting Agenda Memo

Date: March 9, 2018

**Title: Authorization Administration Building Project Contract**

Section & Item: 8A

Department: Administration/Legal

Fiscal Impact: Revised Estimated Project Costs  
\$925,756.00

Contact: Cliff Repperger, General Counsel or John  
W. Coffey, Community Manager

Attachments: Construction Agreement to be provided  
in advance of meeting.

Reviewed by  
General Counsel: N/A

Approved by: John W. Coffey, Community Manager



### Requested Action by BOT

Provide direction to staff.

### Background and Summary Information

At the 08Dec18 BOT meeting, the Board awarded the Administration Building project to Reynolds General Contractors, Inc. Attorney Repperger and Contractor are in the process of drafting/reviewing contract documents.

At the 27Feb18 BOT meeting, the Board authorized Chairman Lavier to sign the contract once approved by the BOT.

Draft Agreement will be provided separately in advance of the meeting.



## Board of Trustees Meeting Agenda Memo

Date: March 09, 2018

Title: **Further Discussion of Trustee Wheaton's Alternate D/E Complex Project Proposal**

Section & Item: 8B

Department: R&M/Capital

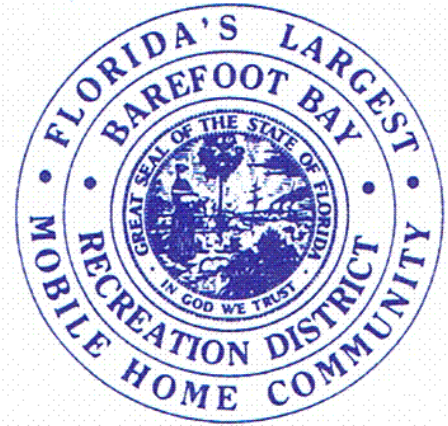
Fiscal Impact: N/A

Contact: Steve Diana, Trustee or John W. Coffey, Community Manager

Attachments: N/A

Reviewed by General Counsel: N/A

Approved by: John W. Coffey, Community Manager



### Requested Action by BOT

Additional review of Trustee Wheaton's proposal and direction to staff.

### Background and Summary Information

On 09Feb18, the BOT discussed a proposal from Trustee Wheaton for an alternate project to the scrap and re-build conceptual plan for the D-E/19<sup>th</sup> Hole/Pro Shop as summarized below (minutes from said meeting).

Instead of a 14,000 square foot replacement Building D/E/Pro Shop/19<sup>th</sup> Hole facility, Mr. Wheaton submitted an alternate proposal for the building by relocating the 19<sup>th</sup> Hole dining room only in the area by the 18th fairway. The other buildings would be left intact with the Proshop moving to the current 19<sup>th</sup> Hole location. Discussion ensued.

Mr. Roger Compton stated that the design and plans have already been discussed for the original replacement facility. He is not in favor of changing plans when there is already an established proposal in place.

Mr. Schwatlow stated that new plans should always be entertained if it could be improved upon.

Ms. Jeanne Osborne stated that she was in favor of hearing more about the alternate proposal by Mr. Wheaton.

*Mr. Wheaton made a motion to have TLC provide costs for the feasibility of a 6000 sq. ft. dining facility to serve as the 19<sup>th</sup> Hole in the specified location. Second by Mr. Cavaliere. Mr. Diana opposed and Mr. Klosky abstained. Motion carried 3-1.*

As of the date of the drafting of this memo the proposal from TLC had not yet arrived. If it is received prior to the BOT meeting, it will be distributed to the Trustees and placed on [www.bbrd.org](http://www.bbrd.org).

Trustee Diana requested this topic be placed on the next available agenda for discussion.

Staff requests direction.

# New Business

## Board of Trustees Meeting Agenda Memo

Date: March. 10, 2017  
Title: Case # 17-004758  
882 HAWTHORN CIRCLE  
Section & Item: 9A  
Department: Resident Relations: DOR Enforcement  
Fiscal Impact: N/A  
Contact: Susan Cuddie, Resident Relations  
Manager  
Attachments: N/A  
Reviewed by  
General Counsel: N/A  
Approved by:

### **Requested Action by BOT**

**Requested Action:** To consider the Violations Committee's finding and recommendation to bring an action for legal, equitable or other appropriate action with failure to comply.

If the Board of Trustees brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien.

### **Background and Summary Information**

**Summary Explanation and Background:** The Violations Committee met on 12/08/2017 and found ARTICLE III, SECT. 3 (A) (B) (C) (D) (E) Vehicle Violations (Boats/Trailer/RV/Comm. Vehicles) The respondent has been given until February 22, 2018 to bring the property into compliance.

Staff has signed Affidavit of Notices, First Class and Certified mailing of Order of Finding and Recommended Order and Notice of Hearing and Affidavit of Non-Compliance.

There are no delinquent taxes on the property.

Pursuant to the Violations Committee Order, the property was inspected and found to be still in violation.

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

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 17-004758

#0140/ 17-004758

STOVER, PAUL R

882 HAWTHORN CIR

BAREFOOT BAY, FL 32976

Respondent(s),

**STATEMENT OF VIOLATION**

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

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

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

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

**LOCATION/ADDRESS WHERE VIOLATION EXISTS**

Block # 109 Lot # 8

882 HAWTHORN CIRCLE

BAREFOOT BAY, FL 32976

**DESCRIPTION OF VIOLATION(s):** multiple parking violations

**DATE OF VIOLATION FIRST OBSERVED:** Oct 02, 2017



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

October 02, 2017 via First Class

February 03, 2018 via Certified return receipt requested.

**DATE ON/BY WHICH VIOLATION TO BE CORRECTED:** February 22, 2018

*Stephane Fecteau*

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Stephane Fecteau, DOR Inspector  
772-664-4722

February 03, 2018



Richard Armington  
Feb 02, 2018

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

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 **01:00 PM** on **March 09, 2018** 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 771-664-4722.**

February 03, 2018

Deed of Restrictions STAFF





Photo:

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Date Taken: 11/22/2017

Taken by: Richard Armington

Address: 882 HAWTHORN CIRCLE

Case Number: 17-004758



Photo:

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Date Taken: 02/26/2018

Taken by: Richard Armington

Address: 882 HAWTHORN CIRCLE

Case Number: 17-004758





Photo:

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Date Taken: 02/27/2018

Taken by: Richard Armington

Address: 882 HAWTHORN CIRCLE

Case Number: 17-004758

6cUfX`cZHfi ghYYg`A YYhb[ `5[ YbXU`A Ya c`

Date: March. 10, 2017  
HjhY. Case # 17-000874  
882 HAWTHORN CIRCLE  
Section & Item: 9A ii  
Department: Resident Relations: DOR Enforcement  
Fiscal Impact: N/A  
Contact: Susan Cuddie, Resident Relations  
Manager  
Attachments: N/A  
Reviewed by:  
General Counsel: N/A  
Approved by:

**Requested Action by BOT**

**Requested Action:** To consider the Violations Committee's finding and recommendation to bring an action for legal, equitable or other appropriate action with failure to comply.

If the Board of Trustees brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien.

If the Board of Trustees brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien.

**Background and Summary Information**

**Summary Explanation and Background:** The Violations Committee met on 08/11/2017 and found ARTICLE III, SECT. 2 (C) (D) Condition of Prop. (C) Unauthorized items. The respondent has been given until 08/18/2017 to bring the property into compliance. Staff has been working with the homeowner to obtain compliance, however, the efforts have not obtained the desired results.

Staff has signed Affidavit of Notices, First Class and Certified mailing of Order of Finding and Recommended Order and Notice of Hearing and Affidavit of Non-Compliance.

There are no delinquent taxes on the property.

Pursuant to the Violations Committee Order, the property was inspected and found to be still in violation.

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

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 17-000874

#0140/ 17-000874

STOVER, PAUL R

882 HAWTHORN CIR

BAREFOOT BAY, FL 32976

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

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

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

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

**LOCATION/ADDRESS WHERE VIOLATION EXISTS**

Block # 109 Lot # 8

882 HAWTHORN CIRCLE

BAREFOOT BAY, FL 32976

**DESCRIPTION OF VIOLATION(s):** unapproved items in an around carport

**DATE OF VIOLATION FIRST OBSERVED:** Mar 06, 2017

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

March 21, 2017 via First Class

February 03, 2018 via Certified return receipt requested.

**DATE ON/BY WHICH VIOLATION TO BE CORRECTED:** February 22, 2018



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

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

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**February 03, 2018**

Deed of Restrictions STAFF

# Barefoot Bay Recreation District

## Violations Committee

"Recommended Curative Action Plan"

Resolution 2013-05

Case no: 17-000874

Address: 882 HAWTHORN CIRCLE

Acct# 0140

Debris

<b>A. Occupation Status of Property:</b> Occupied
<b>B. Recommended proposed secured relocation/storage area <u>on</u> property:</b>
<b>C. Recommended proposed secured relocation/storage area <u>off</u> property:</b> x
<b>D. Recommended abatement agent:</b> District Management

Project Milestone	Date Estimate
Project Start Date	03/19/2018
Project End Date	03/19/2018

Property Services	Case # 17-000874	Customer # 0140
Service Rendered: Dump Truck and Driver	Unit Price: \$75.00	Hours: 3 Line Total: \$225.00
Service Rendered: Laborer	Unit Price: \$20.00	Hours: 3 Line Total: \$60.00
Service Rendered:	Unit Price:	Hours: Line Total: \$0.00
Service Rendered:	Unit Price:	Hours: Line Total: \$0.00
	Unit Price:	Hours: Line Total: \$0.00
		Disposal of Debris: \$50.00
		Disposal of Tires: 50
		<b>Total \$335.00</b>

This is a quotation on the goods or services named, subject to the conditions. Such conditions may include but not limited to whether the property is occupied.

Approved by

M.Joy Liddy, Violations Committee Chair

I certify that the above mentioned property was abated by property services on \_\_\_\_\_. (Initials) \_\_\_\_\_





Photo: 882 Haw breezeway and carport

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Date Taken: 03/02/2018

Taken by: Stephane Fecteau

Address: 882 HAWTHORN CIRCLE

Case Number: 17-000874



Photo: 882 Haw back hanging sleeping bg

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Date Taken: 03/02/2018

Taken by: Stephane Fecteau

Address: 882 HAWTHORN CIRCLE

Case Number: 17-000874





Photo: 882 Haw tire

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Date Taken: 03/02/2018

Taken by: Stephane Fecteau

Address: 882 HAWTHORN CIRCLE

Case Number: 17-000874



## Board of Trustees Meeting Agenda Memo

Date: March 09, 2018

Title: **Review of Draft ABM Contract Extension**

Section & Item: 9B

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

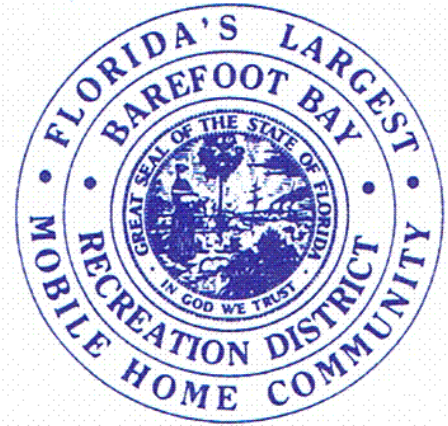
Fiscal Impact: \$478,212 in FY19

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

Attachments: Draft contract

Reviewed by  
General Counsel: N/A

Approved by: John W. Coffey, Community Manager



### Requested Action by BOT

Review of draft contract extension and authorization for General Counsel Repperger to review prior to 13Apr18 BOT meeting (where it will be an agenda item for approval).

### Background and Summary Information

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

Attached is a marked-up document that Mr. Cruz and Mr. Hill (ABM representative) developed and was reviewed by Community Manager Coffey. Through creative win-win changes the anticipated significant cost increase for FY19 was avoided as illustrated below:

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

Proposed Changes include (page numbers are in parenthesis)

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

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

If the BOT approves of said language, ABM and BBRD will then have their respective legal staff review the document for legalese minutia and place the topic on the 12Apr18 agenda for consideration of approval.

## AMENDED SERVICE AGREEMENT

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

### RECITALS

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

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

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

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

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

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

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

**WHEREAS**, December 8, 2018, the Board of Trustees of Customer directed staff to negotiate a renewal agreement with ABM and place it on the March 9, 2018 Meeting agenda for consideration;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

Barefoot Bay Recreation District ("Customer")

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

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

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

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

## Schedule 1 – Scope of Services

### **Golf Maintenance Service Specifications**

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

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

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

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

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

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

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

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

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

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

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

**Areas used for tee surface:**

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

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

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

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

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

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

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

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

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

#### **Irrigation:**

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

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

### **Edging:**

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

### **Sand Traps:**

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

### **Construction and Remodeling:**

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

### **Trash Removal:**

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

**Drainage:**

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

**Lakes:**

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

**Golf course Supplies and Service Islands:**

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

**Lawn Bowling:**

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

## **BALLFIELD MAINTENANCE SPECIFICATIONS**

### **Barefoot Bay Softball Field**

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

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

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

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

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

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

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

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

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

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

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

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



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

#### G. Overseeding

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

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

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

Schedule 2 - Designated Location(s)

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

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

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

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

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

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

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

### Schedule 3.1 - Additional Services

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

#### Schedule 4 - Equipment

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

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

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

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

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

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

## Schedule 5 - Natural Disasters

### Natural Disaster Renovation & Clean Up Services

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

#### GENERAL CLEAN UP

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

\$125.00 per hour plus dumping fees.  
\$35.00 per hour.

#### ARBORCARE

Bucket Truck with 3 Man Crew

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

\$225.00 per hour. \$195.00 per hour.  
\$35.00 per hour.

SMALL TRACTOR WORK Bobcat with Operator  
(Each additional crew member)

\$135.00 per hour + materials if staking trees.  
\$35.00 per hour.

IRRIGATION Repair & Retrofit Irrigation Technician Irrigation Helper

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

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

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

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

## Board of Trustees Meeting Agenda Memo

Date: March 09, 2018

Title: **Confirmation of Award of Contract for Relocation of Fiber Optic Line to Old Administration Building**

Section & Item: 9C

Department: R&M/Capital

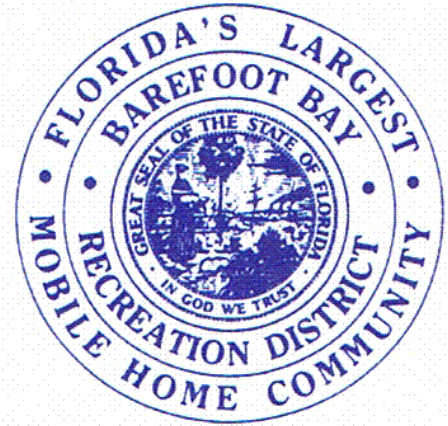
Fiscal Impact: \$8,250.00

Contact: Dawn Myers, District Clerk or John W. Coffey, Community Manager

Attachments: Signed Proposal

Reviewed by General Counsel: N/A

Approved by: John W. Coffey, Community Manager



### Requested Action by BOT

Confirm the Community Manager's award of contract and waiver of 2<sup>nd</sup> bid requirement for relocation of fiber optic line between Building A and the Old Administration Building

### Background and Summary Information

Staff has been seeking bids for the relocation of the fiber optic line between Building A (server room) and the Old Administration Building for the past month plus. Multiple vendors have refused to submit bids based on the requested work (relocation of the fiber optic line) and have submitted various proposals that do not meet the needs of BBRD (i.e. wireless connection, cat 5 cabling, etc.). Previously BBRD upgraded the cat 5 line to fiber optic to maximize the use of the CCTV system and upload and down load internet capabilities.

Due to the site work for the New Administration Building currently scheduled to start between 13Mar18 and 19Mar18, and the current fiber optic line being located under the corner of the new building site and directly in the path of a drainage pipe to be installed, staff believes it is critical to commence the installation of new conduit and fiber optic line before the site work starts.

Although the Community Manager can only authorize expenditures up to \$7,499.99, he administratively approved the proposal Network Cabling Services, Inc. for \$8,250.00 to expedite the work versus waiting a week for the BOT to formally award the contract. The vendor has stated the work will start as soon as underground locates are completed.

Sufficient monies are available in the General Fund balance for the cost of this project.

Hence, staff recommends the BOT confirm the Community Managers award of contract for the relocation of the fiber optic line between Building A and the Old Administration Building to Network Cabling Services, Inc. for \$8,250.00 and his waiver of the 2<sup>nd</sup> bid requirement.



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**NETWORK CABLING SERVICES, INC.**

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710 Industry Road | Longwood, FL 32750

Phone: 407-331-3444 Fax: 407-331-0132

Email: [skoller@ncscabling.com](mailto:skoller@ncscabling.com)

**FIBER RELOCATION  
FOR THE  
BAREFOOT BAY RECREATION  
DISTRICT**

**Submitted To:**  
BAREFOOT BAY RECREATION DISTRICT

**Attn:**  
Dawn Myers

**March 2, 2017**



### **SCOPE OF WORK:**

Provide direct bore between the Computer Room in building A and the Clerk's Office in building F. Provide and install one (1) six strand indoor / outdoor multimode fiber optic cable. Tip out all strands with ST connectors and place in existing wall mount fiber enclosure at both locations. Reconnect existing media converters for data. Label and Test.

### **FIBER INSTALLATION:**

Install one (1) new six strand multi-mode 62.5 indoor / outdoor fiber optic cable from an existing wall mounted Leviton fiber can in the Computer Room building A to an existing wall mounted Leviton fiber can in the Clerk's Office in building F.

Installation will be via direct burial bore utilizing continuous poly between the two buildings per print 6 of the phase one site plan running beneath the sidewalk for handicapped parking area parallel to the sidewalk serving the Clerk's Office. Terminate all strands of fiber at each end and place in an existing bulkhead. Reuse existing patch cords. Label and test.

### **GENERAL SPECIFICATIONS:**

- ❖ Fiber optic cable to be indoor / outdoor rated, six-strand multi-mode
- ❖ Connectors to be ST
- ❖ All 6 strands to be tipped out at each end.
- ❖ Labeling
  - Fiber to have wrap around labels at each termination point.
- ❖ Testing
  - Fiber optic cable to be tested and Certified.
- ❖ Warranty
  - NCS will warranty all labor and new materials for a period of 1 year from the date of acceptance of the system.
- ❖ Only the work identified in this proposal is included, any other work or changes can be addressed in a revised proposal when changes are received.
- ❖ Pricing is based upon adequate access to install poly.
- ❖ All work to be performed during normal business hours.

### **EXEMPTIONS:**

- ❖ All existing interface equipment including patch cords and media converters to be reused.

**Total**

**\$8,250.00**


*\*Should Network Cabling Services, Inc. be required to obtain the services of an attorney to collect any sums which may be due under this contract and which are not paid, the Network Cabling Services, Inc. shall be entitled to all reasonable attorney's fees on behalf of their counsel in bringing or enforcing any of their rights under this agreement, said fees to include Court costs and interest, and shall include cost and attorney's fees for appellate work.*

*All pricing good for 30-day period, if change order is not accepted in writing within this period of time all wire, PVC products and all steel/metal products will have to be repriced at invoice plus mark-up for profit and overhead. This is a result of continuous rising cost of these materials.*

*Due to the volatile market, in an effort to save all parties involved (Owner, General Contractor, Electrical Contractor and NCS/Network Cabling Services, Inc.) an added cost associated with the continuous rising cost of all copper wire, Network Cabling Services, Inc. reserves the right (if approved by Owner/General Contractor) to purchase the wire and store on site in a storage container provided by NCS. NCS would then ask to be paid with-in the first 30 days of contract for this wire purchase. If not accepted by (Owner/General Contractor) NCS would then have the right to reprice all wire at invoice cost plus mark up of profit and overhead at time of wire purchase. We at NCS feel that this is the best solution for all parties involved (General Contractor, Electrical Contractor and NCS) including the Owner.*

*Network Cabling Services, Inc. shall be entitled to a finance charge of 1 ½% per month on the unpaid balance of any amounts which are not paid within 30 days after the due date herein.*

*All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. 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. No contingencies have been made for strikes, accidents or delays beyond our control. Owner is to carry fire, tornado, theft and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.*

 John W. Coffey  
Printed Name

John W. Coffey  
Authorized Signature

02 Mar 18  
Date

**\*Note: This proposal may be withdrawn by us if not accepted in 30 days.**

Thank you for the opportunity,

*Steve Koller*

Steve Koller  
Business Development Manager  
Space Coast Region

Network Cabling Services, Inc.  
[www.ncscabling.com](http://www.ncscabling.com)

## Board of Trustees Meeting Agenda Memo

Date: March 9, 2018

**Title:** General Counsel Law Firm Transition

Section & Item: 9D

Department: BBRD General Counsel/Administration

Fiscal Impact: None

Contact: General Counsel Cliff Repperger  
(321) 727-8100

Attachments: Correspondence from Cliff Repperger

Reviewed by  
General Counsel: Y

Approved by: John W. Coffey, Community Manager



### Requested Action by BOT

Consideration of General Counsel Law Firm Transition Letter.

### Background and Summary Information

Attorney Clifford R. Repperger, Jr. has served as General Counsel for the District since 2007.

Attorney Repperger is transitioning his practice to the Melbourne Office of Rossway Swan effective March 16, 2018 (after 13 years at GrayRobinson, P.A.). Florida Bar Rules provide that upon the transition of a lawyer, the client has the option of either transitioning with the lawyer or remaining with the lawyer's former law firm.

Accordingly, the attached transition letter provides the Board with the option of either staying with GrayRobinson, P.A. or transitioning with Attorney Repperger to Rossway Swan. If the Board chooses to transition with Attorney Repperger, Attorney Repperger will be permitted to take BBRD's files and electronic data to his new firm. If the Board chooses to remain with GrayRobinson, P.A., the District's legal files will remain property of GrayRobinson, P.A., and a new lawyer will be assigned.

If the transition is approved, terms of the legal representation will stay exactly the same as they have been since 2007. No additional changes are proposed.



March 1, 2018

Mr. Brian Lavier, Chairman  
Barefoot Bay Recreation District  
625 Barefoot Blvd.  
Barefoot Bay, FL 32967

Re: 530001 Barefoot Bay Recreation District - All active and closed matters

Dear Mr. Lavier:

As you may know, Clifford R. Repperger, Jr., Esq. has resigned from his position as shareholder with GrayRobinson, P.A., effective March 16, 2018, to join the law firm of Rossway Swan.

During the course of Mr. Repperger's association with GrayRobinson, he has represented the District regarding the above referenced matters. To assure that the District's interests continue to be properly represented, the rules regulating Florida attorneys encourage us to determine whether the District desires for Mr. Repperger to continue in his new capacity to represent the District in the referenced matters, or the District may have GrayRobinson, P.A. continue to represent the District. Please indicate your choice by signing the enclosed copy of this letter and returning it to us by facsimile at your earliest convenience, as well as by regular U.S. mail in the stamped, self-addressed envelope provided.

Irrespective of your choice, you remain responsible for any fees and costs already incurred. Any fees or costs may be deducted from any trust fund balance held by the Firm.

Barefoot Bay Recreation District  
Page 2

Sincerely yours,



Philip F. Nohr, Esq.

☐ I desire that GrayRobinson, P.A.  
continue to represent me and keep my files,  
including all electronic data.



Clifford R. Repperger, Jr., Esq.

☐ I desire that Clifford R. Repperger, Jr.,  
Esq. represent me and take my files, and all  
electronic data be forwarded to:

Rossway Swan  
1901 South Harbor City Boulevard  
Suite 500  
Melbourne, FL 32901  
Tel: 321-984-2700  
Fax: 321-723-4092  
crepperger@rosswayswan.com

Client Signature: \_\_\_\_\_  
Mr. Brian Lavier, Chairman  
Barefoot Bay Recreation District

cc: Trustee, Frank Cavaliere (via email)  
Trustee, Steve Diana (via email)  
Trustee, Joe Klosky (via email)  
Trustee, David Wheaton (via email)  
Community Manager, John Coffey (via email)  
District Clerk Dawn Myers (via email)

# Manager's Report





## Barefoot Bay Recreation District

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

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

**Memo To:** Board of Trustees

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

**Date:** March 09, 2018

**Subject:** Manager's Report

Due to the three-day turnaround from the 27Feb18 BOT meeting, the majority of the information normally provided under this section will be provided at the BOT meeting on 09Mar18.

Additionally, the draft minutes from the 27Feb18 BOT meeting will be available on 20Mar18 as part of the 27Mar18 BOT Meeting agenda.

### Resident Relations

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

The Resident Relations Office is open from 8:30am - 4:30pm Monday – Friday. To assist residents who are unable to come to the office during the week, the office will be open the following Saturdays from 9am – Noon.

- 10Mar18
- 24Mar18
- 07Apr18

# Attorney's Report

# Incidental Remarks from Trustees

# Adjournment