



**BAREFOOT BAY  
RECREATION DISTRICT**

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

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Presentations and Proclamations**
  - A. Milestones
- 5. Approval of Minutes**
  - A. February 25, 2020 minutes
- 6. Treasurer's Report**
  - A. Treasurer's Report
- 7. Audience Participation**
- 8. Unfinished Business**
  - A. Replacement of Two (Golf Course) Greens Award of Contract
  - B. Lounge/Lakeside Expansion Design Proposal
- 9. New Business**
  - A. DOR Violations
    - i. DOR violation 19-004998 602 Sea-Gull Drive
    - ii. DOR Violation 19-005046 947 Jacaranda Drive
  - B. Discussion of Combining Lots (as permitted under the DOR)
  - C. Beach Prefabricated Restrooms RFP Evaluation Committee Recommendation
- 10. Manager's Report**
  - A. March 13, 2020 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.

Barefoot Bay Recreation District Regular Meeting



# BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting

February 25, 2020

7PM –Building D&E

## Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on February 25, 2020 Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 7PM.

## Pledge of Allegiance to the Flag

Led by Mr. Repperger.

## Roll Call

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

## Presentations and Proclamations

None

## Approval of Minutes

*Mr. Maino made a motion to approve the minutes dated January 28th, January 29th, January 30th and February 4th, 2020. Second by Mr. Loveland. Motion passed unanimously.*

## Treasurer's Report

*Ms. Henderson made a motion to approve the Treasurer's Report for February 25, 2020 as read. Second by Mr. Compton. Motion passed unanimously.*

## Audience Participation

George Baldwin-648 Marlin Circle-provided names of the committee members in the Name the Facilities Contest and gave an overview of the notes from the first meeting held. Some of the topics discussed were guidelines and potential facility names if the contest is approved.

Bob Schmidt-1013 Thrush Circle-voiced his disapproval of a similar business leasing space in the shopping center. He also spoke about a statute he found regarding Boards of Trustees stating that it is unethical for a former Board Member to ask for compensation. He spoke in favor of being given the first opportunity to lease the vault space. Mr. Schmidt wanted to know who would be responsible for the cost for the construction/changes to the old doctor's office.



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Pat Kennedy-1296 Gardenia Drive- voiced her disapproval of a similar business leasing space in the shopping center and had questions about the type of business Holi Cannoli is considered to be. She also spoke in favor of Holi Cannoli having a clause in their lease contract stating they would not serve the same items as RJ's Restaurant.

Zoie Winters-912 Spruce Street (reading on behalf of Megan Russell) - Spoke highly of RJ's Restaurant and how much she enjoys working. She stated that she considers them family, as do many residents. Ms. Russell wants the Board of Trustees to consider what RJ's Restaurant provides to the community.

Bonnie Heck-311 Barefoot Blvd-Is the landlord for Holi Cannoli and offered some clarifications on their current lease and who owns the business.

Bob Grenier-946 Laurel Circle-Spoke in favor being able to put your business wherever you want as long as you meet any necessary requirements.

## **Unfinished Business**

### **Name the Facilities Contest Proposal**

Mr. Compton stated how well the Name the Facilities committee has done and recommended to approve the naming contest and bring back names to the BOT approval. Mr. Klosky had questioned if they were calling themselves a committee, would that make them subject to FL Sunshine Laws. Mr. Repperger responded that they were not approved by the BOT as a formal committee, so there is no issue. Ms. Henderson Luann asked if there would be a designated person to ensure residents only vote once. Mr. Baldwin responded that he would be keeping track to ensure there will be no duplicates.

*Mr. Maino made a motion to approve the Name the Facilities Contest Proposal. Second by Mr. Loveland. Motion passes unanimously.*

### **Steward Medical Group Proposed Land-Lease**

Mr. Taylor gave an overview of the proposal that was sent to Mr. Coffey. Mr. Coffey stated an appraisal needed to be completed to assist in lease negotiations. Mr. Coffey voiced that the map received in the proposal is insufficient and a site plan is needed. Mr. Repperger also agreed the map was insufficient in what the BOT would need to discuss terms. Mr. Repperger spoke in favor of getting a formal appraisal and site plan created by an engineer. Mr. Klosky asked what the physical address for the medical clinic would be and that he would prefer it off of Buttonwood. Mr. Taylor responded that he was fine with that. He also stated he would be hiring an Appraiser and was ok with BOT hiring an Appraiser as well. Mr. Coffey recommends having an appraisal done if the BOT would like to move forward. Mr. Compton had questions about the stormwater treatment. Mr. Taylor responded with the plans and alternative options that would accommodate run off water. He also stated that he could work on the CAD sketches. Nancy Isley commented that there is a retainer pond behind Wells Fargo Bank and voiced her disapproval of Mr. Klosky's option for the location of the entrance to the Medical Clinic. Ms. Henderson asked a question on



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behalf of a resident-will there be a space to park an ambulance. Mr. Taylor responded that there will be enough space.

*Mr. Loveland made a motion to direct staff to obtain an appraisal and have Stuart Medical come back with a site plan to present at the March 25<sup>th</sup>, 2020 Board meeting to discuss general terms. Second by Mr. Maino. Motion passes unanimously.*

## **Shopping Center Lease Proposal for Building #2, Unit #3**

Mr. Coffey went over terms of the lease related to infrastructure and future first right of refusal for the vault. He also stated that the lease has annual increases starting at year 3 and includes an agreed upon number of tables and chairs allowed in the establishment. Mr. Coffey recommends the acceptance of John McCarthy's proposal and move to draft an agreement. Mr. Coffey stated that there was an alternate Shopping Center Lease Proposal submitted from Mr. Shaw. Mr. Maino voiced his disapproval of considering a new proposal at the same meeting a final decision is to be made. Ms. Henderson asked why BBRD was covering the cost of the electrical panel. Mr. Coffey responded BBRD is paying to fix what a previous tenant installed incorrectly at RJ's Restaurant and has a vested interest in making sure infrastructure is maintained correctly moving forward. Mr. Klosky agrees with Mr. Coffey. All BOT members agree that a decision should not be made based on personal opinions of an individual. Mr. Shaw would like the Shopping Center Lease Proposal decision to be tabled until the next Board Meeting so his proposal can be considered.

*Mr. Compton made a motion to accept Mr. John McCarthy's Shopping Center Lease Proposal and instructed Mr. Repperger to draft a formal lease for Mr. Klosky's signature. Second by Mr. Loveland. Motion passes. 3-2. Ms. Henderson and Mr. Klosky dissent.*

## **New Business**

### **FY19 Audit Presentation**

MSL Audit Manager Alan Ricafort thanked Mr. Henley and his Finance team for providing all the information they needed to get the audit done in a timely manner. He gave a brief overview of the financial statements. He stated the BBRD financial statements had the highest level of assurance, no control deficiencies or issues with Florida Statutes. Additionally, there was no current year findings. Mr. Maino asked how long the audit takes. Mr. Ricafort responded that onsite work takes around two weeks. Mr. Klosky thanked Mr. Henley for his hard work during the audit process.

*Mr. Loveland made a motion to accept the annual audit from MSL. Second by Ms. Henderson. Motion passes unanimously.*

### **DOR Violation 19-002488 368 Egret Circle**

*Mr. Maino made a motion to refer case #19-002488 Egret Circle to General Counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR,*



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*the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Loveland. Motion passed unanimously.*

## **DOR Violation 19-000517 404 Barefoot Blvd.**

Ms. Henderson voiced her opposition in referring the case to Mr. Repperger for legal action. Ms. Henderson stated the resident has had previous violations and still did not get into compliance. Mr. Repperger responded that he has never received a referral for that property prior to this one. Mr. Armington responded that there have been prior violations and the resident has come to compliance with 8-10 of violations that have been issued. Mr. Maino and Mr. Loveland commented that fining may not be implemented or decided on soon, and legal action is the current recourse we have.

*Ms. Compton made a motion to refer case #19-000517 404 Barefoot Blvd to General Counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Loveland. 4-1 Motion passes. Ms. Henderson dissents.*

## **Donation Request: Little Theater for Improvements to Building A's Sound System**

Louise Crouse presented a check to assist with upgrading building A sound system. The BOT expressed their gratitude for the donation.

*Mr. Loveland made a motion to accept gift from Little Theater for improvements to building A's sound system. Second by Ms. Henderson. Motion passes unanimously.*

## **Little Theater Request for Waiver from Guest Pass Requirement**

*Mr. Maino made a motion to waive Little Theater from the guest pass requirement. Second by Ms. Henderson. Motion passes unanimously.*

## **Policy Manual Amendment: Music Bingo Guest Pass Requirement**

Mr. Repperger read the resolution:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; PROVIDING FOR THE ADOPTION OF A REVISION TO THE POLICY MANUAL ADOPTED MAY 8, 2009, AS SUBSEQUENTLY AMENDED THROUGH OCTOBER 22, 2019; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE WHEREAS,

*Mr. Maino made a motion to approve Resolution 2020-01 as read. Second by Mr. Compton Motion passed unanimously.*



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## **FY20 Budget Amendment – Transfer Music & Entertainment Expenditures Budget to Property Services**

Mr. Repperger read the resolution:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2019-03; AMENDING THE BUDGET.

*Mr. Compton made a motion to approve Resolution 2020-03 as read. Second by Mr. Maino. Motion passes 3-2. Mr. Klosky and Ms. Henderson dissents*

## **Truck Purchase**

*Mr. Maino made motion to award the contract to Duval Fleet for a F-150 truck in the amount of \$20,214.00. Second by Mr. Loveland. Motion passes unanimously.*

## **Truck Replacement**

*Mr. Compton made a motion to award the contract to Duval Ford for a 2020 Ford Super Duty F-250 truck in the amount of \$34,435.20. Second by Ms. Henderson. Motion passes unanimously.*

## **Discussion of Replacement of Four Greens**

Mr. Coffey gave an overview of two proposal options for the replacement of the greens. Mr. Maino commented that Mr. Cruz's staff is doing a great job with the golf course and does not have an issue with the contract going to ABM. Mr. Klosky spoke in favor of repairing the sprinkler system before replacing the greens. Mr. Klosky asked Mr. Cruz's opinion on which should be repaired first. Mr. Cruz explained the pros and cons of each. Mr. Maino asked if we could consider other bids due to the amount of the current ABM quote. Mr. Coffey responded that it could be an option, but his preference would be to give it to ABM since they are responsible for long-term maintenance of the course. Ms. Henderson spoke in favor of irrigation repairs being completed before the four greens. Mr. Compton agreed with Ms. Henderson and also voiced his concern about the lack of a return on investment by replacing the greens. Mr. Loveland spoke in favor of repairing the irrigation along with 2 greens. Mr. Coffey suggested accelerating the irrigation replacement and doing 2 or 3 of the greens at the same time.

*Mr. Maino made a motion to direct staff to come up with a proposal for greens 7 and 13 and moving the scheduling of the irrigation replacement up. Second by Mr. Loveland. Motion passes unanimously.*

## **Selection of RFP Evaluation Committee Member for Building A Renovations Project**

*Mr. Loveland nominated Mr. Compton. Second by Mr. Maino. Motion passes unanimously.*

Mr. Coffey stated the committee members are: Voting members-Mr. Compton, Kathy Mendez, Food & Beverage Manager and Ann Manzo. Non-voting members are Mr. Klosky and Mr. Coffey. RFP opens on February 26, 2020 and ends on March 26, 2020.



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**Authorization of acceptance of service of liability claim lawsuit by Claim's Counsel Bell & Roper, P.A. on behalf of Barefoot Bay Recreation District.**

*Mr. Compton made a motion to approve acceptance of service of the liability claim lawsuit by Claim's Counsel Bell & Roper, P.A on behalf of BBRD. Second by Ms. Henderson. Motion passes unanimously.*

## **Manager's Report**

### Finance

- As of February 6th, 2020, \$3,141,802.61 (net) or 82.4% of the annual assessment receipts were received. Details are attached.

### Resident Relations

#### **ARCC Meeting 02/04/20**

- (3) Old Business – Approved
- (8) Consent Items – Approved
- (10) Other Items - Approved

#### **ARCC Meeting 02/18/20**

- (2) Old Business - Approved
- (13) Consent – Approved
- (15) Other Items
  - (2) Tabled
  - (13) Approved

#### **ARCC Meeting 03/02/20**

- Next meeting

#### **VC Meeting 02/14/20**

- (41) Cases on the agenda
  - (12) Cases came into compliance prior to the meeting
  - (8) Cases that DOR is working with the homeowner
  - (21) Cases were found in violation

#### **VC Meeting 02/28/20**

- Next meeting





# BAREFOOT BAY RECREATION DISTRICT

## Food & Beverage

For resident convenience, there is now a permanent ATM in the Lobby of Building A which can be accessed from 9am-10pm.

This year's **Saint Patrick's Day** celebration will be held on Monday, March 16, 2020 due to Presidential preference election on March 17, 2020. A full day of events is planned; including the parade, Blessing of the Bay and lakeside entertainment. Tickets will go on sale for Corned Beef Sandwiches or dinners on February 21st at the Lounge, the 19th Hole and the Administration Building.

The **Dueling Pianos** are coming to Barefoot Bay for two shows on March 28th and March 29th. Tickets are \$15 and will be sold on Monday, March 3 at 9am in the Administration conference room.

Flyers with all the details are posted.

## Golf-Pro Shop

- Tournaments at BBRD Golf Course:
  - CVO Tournament
    - March 7<sup>th</sup>, 08:30am Shotgun
    - \$28 to \$38 based on golf membership status
    - Sign up at pro shop on-going
    - For more information call 664-3174
  - 18 Hole Ladies Invitational
    - March 10<sup>th</sup>, 08:30am Shotgun
    - \$28 to \$48 based on golf membership status
    - Sign up at Pro Shop on-going
    - For more information call 664-3174
- BBRD Song CD available for purchase
- Lake bank restoration project complete
  - Grow in will take about 2 weeks
- ADA golf cart arrived



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- Inspection and policy for use will be completed this week
- Ready for player use starting March 2nd
- Netting on Tee #1 was damaged by high winds last weekend
  - Replacement poles and hardware should arrive this week
  - Expected completion of repair early next week
  - Temporary tee are in use
- Starting March 8<sup>th</sup> Pro Shop hours will be 7:00am to 6:30pm due to Daylight Saving Time

## Property Services

- Set up and broke down for the Barefoot by the Lake Festival
- Continued work on the miniature golf course project
- Cleaned all evaporator coils on A/C units
- Pressure washed the entrance walls and prepared for paint
- Pressure washed the sidewalks and shuffleboard courts
- Continued work on the FY21 Property Services Budget requests
- Replaced Pool 3 pump
- Resolved mystery water leak in the Veteran's Gathering Center
- Painted fences at pools 2 & 3
- Replaced burned out lights on shuffleboard with LED fixtures
- Installed shutoff on waterline near bocce
- Continued soliciting bids for various projects
- Repaired damaged urinal valve at building A men's room
- Continued to meet with and develop proposal for pool 1 and 2 pit projects
- Re installed Peek box at building C
- Installed replacement panels for building A Kitchen and the main distribution panel
- Began stormwater bank repair on East Lake behind Pompano Ct.
- Refocused the overhead projector for the BOT meetings
- Continued soliciting bids and quotes for various projects

## **Attorney's Report**

Mr. Repperger gave an update on the 3 worst cases that have been filed and stated that the Blissful Things case hearing should be set no later than March 13, 2020.

## **Incidental Trustee Remarks**

Mr. Compton expressed his gratitude to the Barefoot Bay staff putting the festival together.

Mr. Maino made a PSA about financial scams and reminded everyone to be cautious.



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## Adjournment

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

Mr. Loveland made a motion to adjourn. Mr. Klosky adjourned.

Meeting adjourned at 10:06 PM

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Roger Compton, Secretary

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Stephanie Brown, District Clerk

# Barefoot Bay Recreation District

## Treasurer's Report

March 13, 2020

### Cash Balances in General Fund as of 3/5/20

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

### Operating Cash in Banks

MB&T Operating Account 3,161,915.03  
**Total Operating Accounts:** 3,161,915.03

### Interest Bearing Accounts

SBA Reserve Account 695,965.24  
**Total Interest Bearing Accounts** 695,965.24

**Total Cash Balances in General Fund:** \$ 3,860,380.27

### Total Daily Deposits and Assessments Received for 2/18 - 3/5/20

Daily deposits: \$ 140,897.21

Assessments received: -

**Total Deposits Received** **\$ 140,897.21**

### Expenditures over \$5,000 for 2/18 - 3/5/20

Check Number	Vendor	Description	Check Amount
54862	American Shoreline Restoration, Inc.	Final Payment for Lake Bank Restoration	71,790.00
54873	Complete Restaurant Equipment	Ice Machine Replacement (Bldg A)	7,941.90
54888	Health First Health Plans Inc	Employee Health Insurance: 3/20	25,725.11
54902	Rossway Swan et al	Legal Fees: 1/20	10,652.26
54911	US Foods	Foodstuff and supplies	5,284.29
54933	Florida Power & Light Co	Electricity: 1/20	6,257.36
54942	Home Depot Credit Services	Building and Grounds supplies	5,433.33
54957	Special District Services, Inc	Management Fees: 2/20	13,265.04
	United States Treasury	Payroll Taxes - PPE 3/1/20	17,013.41
	Paychex	Net Payroll - PPE 3/1/20	67,096.37
	United States Treasury	Payroll Taxes - PPE 2/16/20	22,294.87
	Paychex	Net Payroll - PPE 2/16/20	70,778.55
<b>Total Expenditures over \$5,000</b>			<b>\$ <u>323,532.49</u></b>

## Board of Trustees Meeting Agenda Memo

Date: Friday, March 13, 2020  
Title: **Replacement of Two (Golf Course) Greens Award of Contract**  
Section & Item: 8.A  
Department: R&M/Capital Projects  
Fiscal Impact: \$92,869.00 plus cost of restoration of haul truck paths.  
Contact: Michael R. Maino, Trustee, 1st Chair, John W. Coffey ICMA-CM, Community Manager  
Attachments: ABM proposal  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Award of contract or direction to staff.

### Background and Summary Information

At the January 30, 2020 BOT FY21-25 Five-year Financial Model and Capital Improvement Plan workshop, Trustee Maino presented a proposal to replace four greens (6, 7, 13 and 15) in FY20 and stated his belief the cost would be approximately \$100,000. There was a consensus of the BOT to add the new project to the FY21-25 5yrFM&CIP, defund the FY20 Golf Course Lake Bank Repairs project and have staff present options regarding this project at the February 25, 2020 BOT meeting.

At the February 25th meeting, staff presented the following two options:

1. Traditional project procurement and management of seeking individual bids for each component of the project.

This option is not feasible if the project is to occur this summer.

2. Only seek one proposal for entire project from ABM (current golf course maintenance vendor)

The Policy Manual allows BBRD to bypass the second bid requirement when work is needed in an area that a vendor is currently under contract to maintain. Below is an excerpt from a February 17, 2020 email from Golf Operations Manager Ernie Cruz:

ABM is responsible for our contract and I have spoken with Matthew Hill regarding the wishes of Mr. Maino. If authorized, ABM could subcontract work to complete the greens requested. This would include temporary irrigation fix, redesigning, reconstructing, and rebuilding greens 6, 7, 13, and 15 to USGA specifications. We would make temporary greens in the fairways and rebuild the existing greens. These greens would be sprigged and allowed to fully grow in and be ready for play on December 1st of the 2020/2021 season.

A preliminary proposal in the amount of \$165,000.00 was received from ABM on February 18, 2020 and provided to the BOT for their edification.

After a lengthy and thorough discussion, the BOT reached a consensus to move forward with the replacement of two greens (#17 and #13) this summer while partially completing the existing FY20 Lake Bank Repairs project (as an offset to the unbudgeted cost).

Attached is a revised proposal from ABM for the revised scope of work (replacement of two greens). Staff reviewed the proposal and finds it acceptable. As discussed during the FY21-25 Five-Year Financial Model and Capital Improvement Plan Workshop, completion of all planned FY20 projects will require the issuance of short-term debt (amount

undetermined as of the date of the drafting of this memorandum as the FY21 Working Draft Proposed Budget is not yet finalized). Hence, there will be adequate funding for this project given the assumption of the issuance for short-term debt (i.e. a bank loan with a duration of 3 years or less) or if other planned major projects are postponed.

The reader should also note that staff is working on scenarios where the other 17 greens are replaced within the next five-years (to be included in the FY21 WDPB).

Hence, staff recommends the BOT award contract to ABM in the amount of \$92,869.00 for the replacement of greens #7 and #13.



# EXTRA WORK PROPOSAL

912 Avenida Central  
The Villages, FL 32159  
352-259-7717 Phone  
352-259-7722 Fax

Date: 03/05/20

Job # \_\_\_\_\_  
Cust # \_\_\_\_\_

Work Order # \_\_\_\_\_

Proposal submitted to: Barefoot Bay Golf Course  
Mailing Address: \_\_\_\_\_

Attn: Ernie Cruz  
Job Location \_\_\_\_\_

1225 Barefoot Blvd

Greens Renovation

#7, #13

City Barefoot Bay, FL Zip Code 32976

Phone No. (772) 664-3174 Cell No. (407) 791-0469

## Scope/Description of Work:

Temporary Greens: Prior to any work ABM will mow out temporary greens on holes #7 and #13 in areas designated by the Golf Professional and his team. These areas must be a safe distance away from the renovation area for safety.

ABM & Barefoot Bay management will work together to locate and identify domestic lines, utilities, irrigation, drainage, etc as to not damage during the renovation process.

Existing Turf Kill: ABM will perform a complete kill on existing turf prior to commencement of work. This takes 2 chemical applications 14 days apart. This will start prior to the start of any soil removal.

Mobilization: Equipment mobilization and stage area set up will take place a few days prior to project commencement.

Turf Removal: Turf to be removed by sod cutting (including 5ft of green collar and grade correction areas); generated spoils to be disposed of (off-site).

Soil Removal: 16" of existing soil to be removed from green wells and disposed on-site

Green Sub-Surface Grading: The subsurface of the green to be smooth graded reflecting final green contours.

Herringbone Drainage & Outfall: 4" ADS N12 Double Wall pipe and #89 Granite to be used.

4" rock layer: 4" of #89 Granite to be spread evenly across the new green subsurface per USGA specifications

Addition of Green Mix Material: 12" of 80/20 root zone mix to be installed and uniformly spread across the green surface +/-1".

Green Surface Grading: Green surface area to be graded and floated to provide a smooth and uniform surface that reestablishes original or new desired contours; only minor contour modifications allowed.

Green Collar & Surroundings: 5ft of Green Collars to be graded and hand raked accordingly to facilitate a smooth and uniform transitional grade into the new green from surrounding areas and out of the green for rainwater sheet-flow purposes

Fumigation: Only the green surface to be fumigated with Basamid @ 1.5lb/100SF and tarped accordingly.

Soil Amendments and Pre-Plant: To be provided and applied by ABM.

Planting Bed Preparation: Areas to be planted to be properly floated and hand raked to accomplish a uniform surface and proper grade key-in.

Grassing: Green collars to be sodded with 419 Bermuda; greens surface will be sprigged @ 30bu/1000 with Certified TifDwarf.

Irrigation: Any irrigation heads within the new greens wells will be relocated and re-positioned to ensure adequate coverage of the newly constructed areas. All irrigation in these areas will be in working order prior to grassing.

Haul Road Repairs: As part of any reconstruction project some damage to existing golf course features should be expected. Effort will be taken to minimize any damage but repairs are not included in this agreement.

Grow-in: ABM will provide the labor and materials to properly grow in the Tifdwarf sprigs. This process will take 12 weeks.

\*Please note ABM will utilize its own outside labor combined with a certified subcontracted partner. No site staffing will be used which will allow them to continue contractual scope of work. All work will be safe & professional and all work space will be left clean after each work day.

## Furnish & Install/Repair/Demolition:

QUANTITY	ITEM DESCRIPTION	SIZE	UNIT PRICE	
	Permitting (not included)			\$ -
1	Greens Renovation	#7, & #13	\$ 92,862.00	\$ 92,862.00
				\$ -
TOTAL:				\$ 92,862.00

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

Ninety Two Thousand Eight Hundred Sixty Two & 00/100 dollars.

Terms of this proposal are valid for 30 days from date of proposal. All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimates. Any verbal authorizations given by the customer will be treated the same as a written order even if authorization is not written. ABM Landscape & Turf Services workers are fully covered by worker's compensation insurance. Payment is due upon completion of job.

*Matt Hill*

Proposal submitted by: Matt Hill, ABM Sr. Branch Manager

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to proceed with the new work specified. Payment will be made as outlined above.

Customer Authorized Signature

Date of Acceptance

For Office Use Only:	Date work completed	Reviewed by	Yes
Branch Manager Approval			No
	Date Billed		

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, March 13, 2020

Title: **Lounge/Lakeside Expansion Design Proposal**

Section & Item: 8.B

Department: R&M/Capital Projects

Fiscal Impact: \$95,905.00

Contact: Matt Goetz, Property Services Manager, Kathy Mendes, Food & Beverage Manager, John W. Coffey ICMA-CM, Community Manager

Attachments: Barefoot Bay Recreation District Lounge and Raised Deck Enlargement design proposal

Reviewed by

General Counsel: N/A

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



### Requested Action by BOT

Approval of design proposal.

### Background and Summary Information

The BOT held a workshop on January 14th to gain public input regarding possible expansion of the Lakeside area of the Lounge. At the January 28th BOT meeting, a resident presented conceptual design proposal he and other residents developed. The Bot instructed staff to seek a design proposal for the project from BBRD's engineer of record.

On February 11th, staff walked the area with the design team (structural engineer, civil engineer and architect) and reviewed elements of the resident developed conceptual plan and agreed to the following general design parameters:

- Abandon westward expansion due to high costs
- Fill in steps area immediately south of the current "smoking pit" (more cost effect means of gaining additional square footage)
- Relocate pool heater to grassy area west of Lounge and conversion of heater to "outdoor heater" (cost effective means of removing current structure without creating another visual obstruction elsewhere in the area)
- Removal of all existing concrete (West and South of the Lounge), filling in smoking pit area, installation of sloped drainage and topping new concrete surface with a cool deck treatment versus reinstalling pavers
- Retain the current stage location
- Construction of a pre-engineered aluminum canopy on the west and south sides of the Lounge
- Construction of an outside lockable bar on the south side of the Lounge
- Construction of a food prep and storage area on the northside of the Lounge

The FY20 Approved Budget contains \$145,000 in the R&M/Capital Department for the design (however only \$97,000 was projected for the design as the FY20 year-end expenditure with the balance being used by other projects). The Proposed FY21-25 5yrFM&CIP recommends another \$1,000,000 for the construction phases of the project to be split between FY21 (\$750,000) and FY22 (\$250,000). Additionally, \$45,800 is planned for FY21 to fund the relocation of the pool heater building.

The cost of the proposal includes:

- Phase 1: \$51,180.00 (all site work and canopy)
- Phase 2: \$44,725.00 (construction of outside bar and northside expansion of Lounge)



Staff recommends the BOT approve the TLC design proposal for the Lounge/Lakeside Expansion Project in the amount of \$95,905.



March 03, 2020

Mr. John W. Coffey  
Community Manager  
Barefoot Bay Recreation District  
625 Barefoot Blvd  
Barefoot Bay, FL 32976  
Delivered via e-mail: [jcoffey@bbrd.com](mailto:jcoffey@bbrd.com)

**Re: Lounge and Raised Deck Renovation  
Professional Engineering Services Proposal**

Dear Mr. Coffey:

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

**PROJECT SCOPE**

We understand the project is to consist of a renovation to the lounge building and expansion of the patio area adjacent to the pool deck located in Barefoot Bay, Florida. TLC's proposal is based on information provided during the on-site meeting between John Coffey of the Barefoot Bay Recreation District and Stewart Scott, PE of TLC on February 21, 2020. The project scope will be broken into two Phases to allow the project to be delivered in two packages based on available funding. The scope for each phase of work is as follows:

- Phase I: Pool Deck Renovation and Improvements
  - Construction of a new sheet pile retaining wall on the south side of the existing pool deck by the stairs down to the lake to allow this area to be infilled and expand the deck area.
  - Remove existing deck southwest of lounge and install new drainage prior to replacing paving
  - Infill existing recessed area south of the lounge to bring level with adjacent pavers.
  - Construction of pre-engineered aluminum canopy on west and south side of existing lounge area. The canopy will have lighting, fans, and exterior outlets to provide power to the area underneath.
  - Relocation of the pool heater and equipment to the grassy area west of the lounge; equipment is to be enclosed by vinyl fence and not enclosed. The existing pool equipment shed is to be removed.
- Phase II: Bar and Lounge Addition
  - New approximately 1,400 square foot addition on the north side of the lounge to serve as a food prep and dry storage area.
  - New approximately 160 square foot addition on the south side of the existing lounge to serve as a lockable bar area to serve the pool deck.
  - The addition to the existing lounge for the bar and food prep areas is expected to

be a Level II Alteration as defined by the 2017 Florida Existing Building Code, 6<sup>th</sup> Edition. Effort associated with evaluation of the existing building in order to bring it up to the standards of the 2017 Florida Building Code, 6<sup>th</sup> Edition as required for a Level III alteration are not included in the scope of work.

## **BASIC SCOPE OF SERVICES**

Basic Scope of Services shall be as outlined in AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant, Article 3. TLC shall provide professional engineering and design services for:

- a. Heating, Ventilating and Air-Conditioning (HVAC) Engineering
- b. Plumbing Engineering
- c. Electrical Engineering including empty conduits and boxes for voice/data, cable TV, access control and, CCTV
- d. Structural Engineering
- e. Architectural (**Dave Nagrodsky Associates**)
- f. Civil Engineering (**BSE Consultants, Inc.**)
- g. Geotechnical (**Universal Engineering Sciences**)

TLC anticipates submittals at the following design stages for each Phase:

- Design Development
- 50% Construction Documents
- 100% Construction Documents

All submittals are anticipated to be electronic. Reproduction shall be performed by the **Barefoot Bay Recreation District** or compensated as a reimbursable expense.

Up to three (3) design review meetings are included in TLC's proposed work scope.

## **PROPOSED CONSTRUCTION PHASE SERVICES**

Construction Phase Services are excluded from the scope of services.

## **INFORMATION TO BE FURNISHED BY THE ARCHITECT**

In addition to Architects' Responsibilities defined in AIA Document C401 – 2017 Edition – Standard Form of Agreement Between Architect and Consultant, Article 5, specific information and material that impacts the design shall be provided to TLC as shown in Attachment A.

## **ADDITIONAL SERVICES**

Additional services, when requested in writing by the **Barefoot Bay Recreation District**, shall be performed at TLC's standard hourly rates. Additional Services are as defined in AIA Document B101 – 2017 Edition – Abbreviated Standard Form of Agreement Between Owner and Architect, Article 4. Additional Services also include those items shown in Attachment B. TLC shall submit the estimated additional services cost for approval and authorization prior to proceeding with a design.

## FEE

We propose to provide the above-described basic scope of services based on the following fee schedule:

### Phase I:

• MEP	\$	4,000.00
• Structural	\$	5,400.00
• Civil	\$	29,730.00
• Geotechnical	\$	6,200.00
• Architectural	\$	5,850.00
<b>Phase I Total</b>	<b>\$</b>	<b>51,180.00</b>

### Phase II:

• MEP	\$	9,500.00
• Structural	\$	8,400.00
• Civil	\$	8,125.00
• Architectural	\$	18,900.00
<b>Phase II Total</b>	<b>\$</b>	<b>44,725.00</b>

Reimbursable expenses will be assessed at 1.1 times direct cost. Reimbursable expenses include all out-of-county travel-related costs, (TLC's Cocoa office to be considered point-of-origin for all trips), airfare, mileage, meals, lodging, plotting and printing (except as required for in-house coordination), photography, courier services, shipping and express mail.

Billing will be monthly, based upon percentage of services completed and reimbursable expenses. Payment is due within fifteen (15) days of receipt of payment from client.

If our proposal is acceptable, your signature below will confirm TLC's authorization to proceed. Retain one copy and return one copy to TLC at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that approval has been received by your firm from the client. Alternatively, we can enter into a contract agreement using AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant.


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

Sincerely,

**TLC Engineering Solutions, Inc.**

  
Colin G. Doyle, PE

Associate / Structural Project Engineer

  
Gary C. Krueger, PE, CM, LEED AP BD+C  
Vice President / Executive Director

**Barefoot Bay Recreation District**

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

Print Name and Title \_\_\_\_\_

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

Mr. John Coffey  
March 03, 2020  
Page 4

#### Attachments

- Attachment A: Information to be Furnished by the Owner
- Attachment B: Additional Services
- Attachment C: Scoping and Phase Document

## **ATTACHMENT A**

### **INFORMATION TO BE FURNISHED BY THE OWNER** Professional Engineering Services Proposal

1. Catalog cut sheets for Owner-furnished equipment and equipment requiring mechanical, plumbing or electrical connections. Cut sheets shall indicate all utility connection requirements, utility consumption and heat rejection, including information on any system with special clearance requirements.
2. Execution of any easement documents, Developer Agreements, etc., as required by the various regulatory agency approvals.
3. Reliable existing construction design drawings. Extensive field verification of existing systems is not anticipated or included in proposed work scope.
4. Peak electrical demand for the existing lounge and Building A for the past 12 months.

## **ATTACHMENT B**

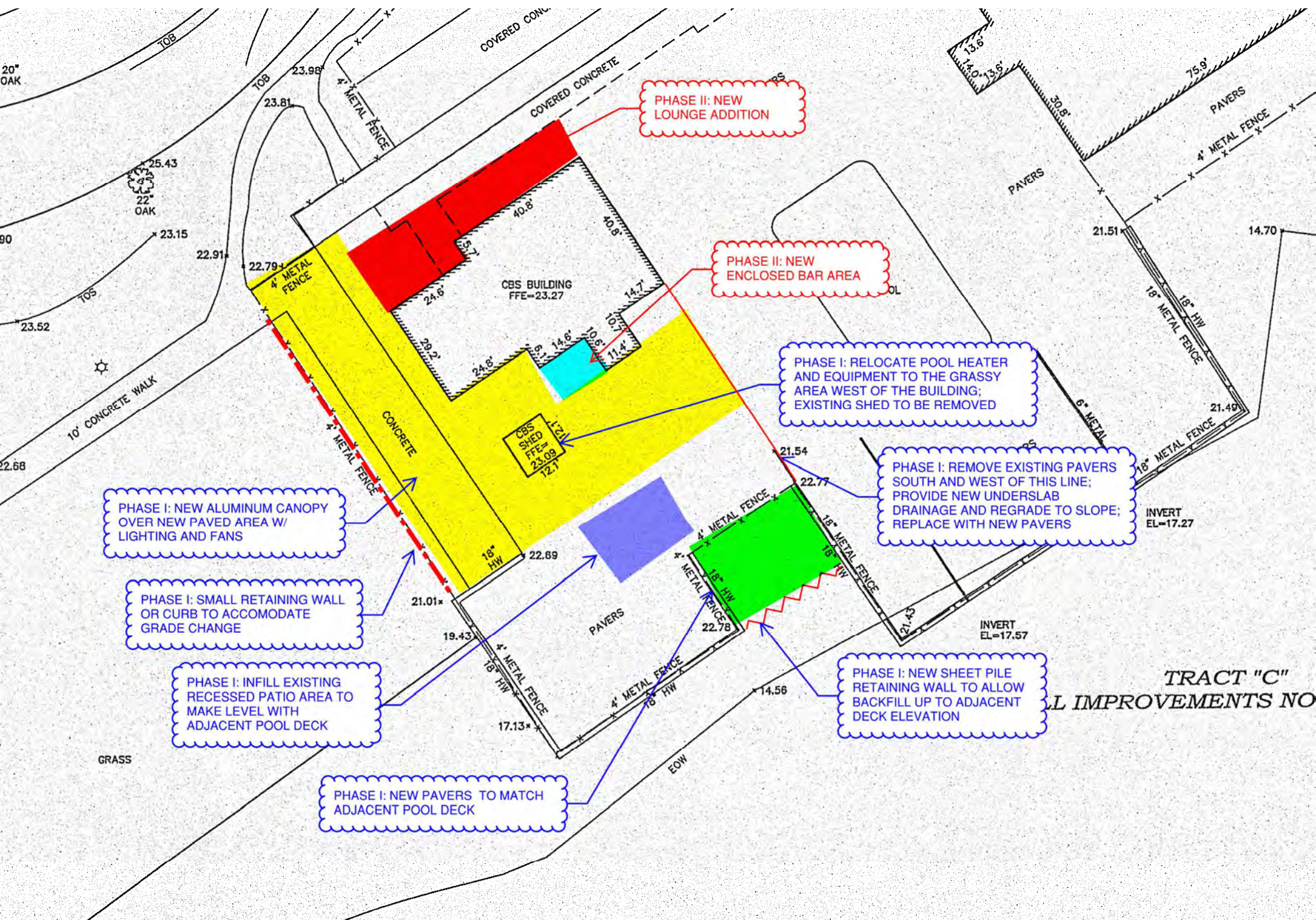
### **ADDITIONAL SERVICES**

#### **Professional Engineering Services Proposal**

1. AIA Document B101-2017 Edition – Standard Form of Agreement Between Owner and Architect, Article 3 and AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant, Article 5.
2. Collaboration for Revit (C4R or BIM360) or related cloud based applications are not included in TLC proposed scope. Any required C4R or BIM360 or related collaboration software requirements to be negotiated on an individual basis.
3. Construction site visits or attendance at design review meetings, as requested by the Owner or Architect, in excess of site visits per discipline as defined in our proposal.
4. Material testing or installation quality inspection services including (but not limited to) concrete, reinforcing steel, welds, connections, torsion or tension verification of bolts, decking or masonry systems. Certification of construction or inspection services to appease special requirements of the local building department, are not included in TLC's scope of services.
5. Value Engineering meetings and subsequent engineering or design revisions to incorporate extensive accepted value engineering items, including changes to system design after construction documents have been completed.
6. Significant revisions to the program, design philosophy or Architectural plans after 100% Design Development approval, or to systems selected following schematic phase, and which result in redesign expenses.
7. Extensive phasing of project beyond that indicated in the proposal, including development of multiple permitting packages.
8. Electrical Circuit Breaker Coordination Study.
9. Design of emergency power or generator systems.
10. Preparation of mechanical systems life cycle cost analysis.
11. Landscape design and irrigation design services.
12. Document reproduction beyond those required for in-house coordination and submittals as outlined above.
13. MEP system Commissioning or FBC C408 Commissioning.
14. Threshold Inspection Services.
15. Design of currently unidentified specialty electrical systems, including but not limited to: low voltage systems, specialty lighting, CCTV security, audio/visual, video conference system, commercial and retail tenant's point of sale, telephone/data/video, paging/PA system and security, alarm/access control systems. (Design of empty conduit systems is included).
16. Design of site features and amenities outside of building footprint and not identified in the project scope.
17. Development of "as-built" or record drawings.
18. Detailed cost estimating services.

19. Design of swimming pool or aquatic feature pumping, filtering and controls equipment. Proposed services include design for utility support connections only.
20. Design of unconventional foundation systems including vibrocompaction, vibroflotation piles, matt foundation, or design to accommodate potential sinkhole activity. Proposed design is based on conventional spread foundation systems.
21. Additional investigative and design services required to evaluate the existing lounge building MEP, Architectural, and Structural systems to upgrade them to comply with the 2017 Florida Building Code, 6<sup>th</sup> Edition as required by the 2017 Florida Existing Building Code, 6<sup>th</sup> Edition for a Level III alteration.







## Board of Trustees

## Meeting Agenda Memo

Date: Friday, March 13, 2020  
Title: **DOR violation 19-004998 602 Sea-Gull Drive**  
Section & Item: 9.A.i  
Department: Resident Relations, DOR  
Fiscal Impact: N/A  
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager  
Attachments: Statement of Violation  
Reviewed by  
General Counsel: No  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Review violation and referral to General Counsel Repperger.

### Background and Summary Information

Article II, Section 3 (A) - ADIR Landscaping & Privacy Materials

First Violation occurred on 12/10/19, eight follow ups and pictures have been done since first Violation. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail and Certified Mail. Property posted.

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

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

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 19-004998

#3377/ 19-004998

MATTINGLY, CHARLES

602 SEAGULL DR

BAREFOOT BAY, FL 32976

Respondent(s),

**STATEMENT OF VIOLATION**

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

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

- **ARTICLE II, SECT. 3 (A) (9) ADIR Landscaping & Privacy Materials**

**LOCATION/ADDRESS WHERE VIOLATION EXISTS**

Block # 97 Lot # 13

602 SEA-GULL DRIVE

BAREFOOT BAY, FL 32976

**DESCRIPTION OF VIOLATION(s):** More than 48 square feet of raised garden beds. Must be reduced to 48 square feet.

**DATE OF VIOLATION FIRST OBSERVED:** Dec 09, 2019

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

December 11, 2019 via First Class

via Certified return receipt requested.

**DATE ON/BY WHICH VIOLATION TO BE CORRECTED:** March 09, 2020

*Mary Barry*

Mary Barry, DOR Inspector  
772-664-3141

March 06, 2020



602 Sea Gull (rear). Post-V.C. inspection. More than 48 sq. feet of raised garden beds.  
Feb 17, 2020



602 Sea Gull (rear). Pre-V.C. inspection. More than 48 sq. feet of garden beds.  
Feb 10, 2020



602 Sea Gull (rear). Pre-V.C. inspection. More than 48 sq. feet of garden beds.  
Feb 10, 2020



602 Sea Gull. More than 48 square feet of garden beds.  
Jan 14, 2020

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

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

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

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

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

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

**March 06, 2020**

Deed of Restrictions STAFF

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

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 19-004998

#3377 / 19-004998

MATTINGLY, CHARLES,

602 SEAGULL DR

BAREFOOT BAY, FL 32976

Respondent(s),

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

**AFFIDAVIT OF NOTICES**

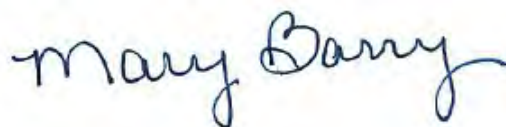
STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared, Deed of Restrictions Enforcement Officer 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

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, March 13, 2020  
Title: **DOR Violation 19-005046 947 Jacaranda Drive**  
Section & Item: 9.A.ii  
Department: Resident Relations, DOR  
Fiscal Impact: N/A  
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager  
Attachments: Statement of Violation  
Reviewed by  
General Counsel: No  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Review violation and referral to General Counsel Repperger.

### Background and Summary Information

Article III, Section 10 and Section (D) - Condition of Skirting

First Violation occurred on 12/13/2019, seven follow ups and pictures have been done since first Violation. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail and Certified Mail. Property posted.

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

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

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 19-005046

#3727/ 19-005046

APLEC LLC C/O LUIS CUBAS

4651 BABCOCK STREET NW UNIT18, NUMBER 306

PALM BAY, FL 32905

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.10 and SECT. 2(D) Condition of Skirting**

(10) 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.

(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 # 120 Lot # 2

947 JACARANDA DRIVE

BAREFOOT BAY, FL 32976

**DESCRIPTION OF VIOLATION(s):** Skirting needs to be repaired / replaced. ARCC permit required.

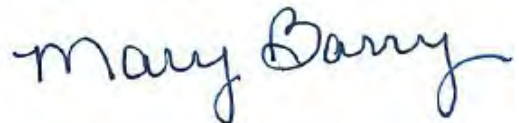
**DATE OF VIOLATION FIRST OBSERVED:** Dec 13, 2019

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

December 13, 2019 via First Class

via Certified return receipt requested.

**DATE ON/BY WHICH VIOLATION TO BE CORRECTED:** March 09, 2020



Mary Barry, DOR Inspector  
772-664-3141

March 05, 2020





947 Jacaranda. Skirting needs to be repaired / Replaced. ARCC permit required.  
Mar 02, 2020



947 Jacaranda. Skirting needs to be repaired / Replaced. ARCC permit required.  
Feb 11, 2020



947 Jacaranda. Skirting needs to be repaired / Replaced. ARCC permit required.  
Jan 30, 2020



947 Jacaranda. Skirting needs to be repaired / Replaced. ARCC permit required.  
Jan 07, 2020

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

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

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

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

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

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

**March 05, 2020**

Deed of Restrictions STAFF

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

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 19-005046

#3727 / 19-005046

APLEC LLC C/O LUIS CUBAS,  
4651 BABCOCK STREET NW UNIT18, NUMBER 306  
PALM BAY, FL 32905

Respondent(s),

**RE: 947 JACARANDA DRIVE**  
Barefoot Bay, FL 32976

**AFFIDAVIT OF NOTICES**

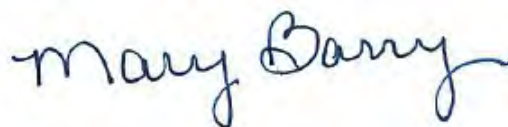
STATE OF FLORIDA  
COUNTY OF BREVARD

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.
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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

## Board of Trustees Meeting Agenda Memo

Date: Friday, March 13, 2020

Title: Discussion of Combining Lots (as permitted under the DOR)

Section & Item: 9.B

Department: Administration, District Clerk

Fiscal Impact: N/A

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

Attachments: Certified Amended DOR 101317

Reviewed by

General Counsel: No

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



### Requested Action by BOT

Review of current DOR language and direction to staff.

### Background and Summary Information

Trustee Compton requested this item be placed on the agenda for discussion.

Article 1, Section 7 of the BBRD Deed of Restrictions states the following:

“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 the purpose of this instrument.

The FY20 Approved Budget was based on 4,878 lots in BBRD. Historic changes to this number by the combining of lots is illustrated below:

Fiscal Year	Number of Lots Levied an Assessment*
11	4,893
15	4,889
16	4,888
17	4,881
18	4,879
19	4,879
20	4,878
21 Est.	4,875

\*indicates FY11 number  
taken from assessment roll  
and FY15-19 numbers are  
estimates taken from the  
annual budget documents

Staff requests direction regarding this matter.

# **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 13<sup>th</sup> day of October, 2017.

BAREFOOT BAY RECREATION DISTRICT

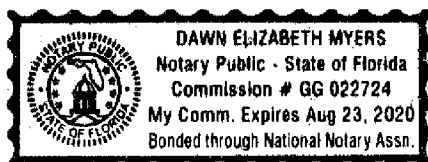
By:   
STEVE DIANA, Chairman

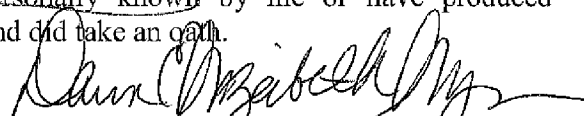
Attest:   
JOSEPH KLOSKY, Secretary

STATE OF FLORIDA       )  
COUNTY OF BREVARD    )

The foregoing instrument was acknowledged before me on the 13<sup>th</sup> 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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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**

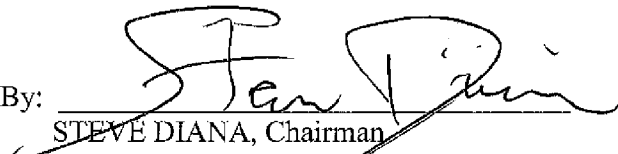
This Amended and Restated Deed of Restrictions supersedes and replaces the Prior Restrictions cited in the preamble of this instrument; provided, however, that nothing herein shall affect the rights of the Recreation District to collect assessments and/or maintenance fees under the prior Deed of Restrictions 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 13<sup>th</sup> day of October, 2017.

BAREFOOT BAY RECREATION DISTRICT

By:   
STEVE DIANA, Chairman

Attest:  
By:   
JOSEPH KLESKY, Secretary

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, March 13, 2020

Title: **Beach Prefabricated Restrooms RFP Evaluation Committee Recommendation**

Section & Item: 9.C

Department: R&M/Capital Projects

Fiscal Impact: \$83,929.00

Contact: Luann Henderson, Trustee, 2nd Chair, Matt Goetz, Property Services Manager, John W. Coffey ICMA-CM, Community Manager

Attachments: proposal, RFP Beach Restroom minutes 25Feb20, RFP Beach Restroom draft minutes05Mar20

Reviewed by

General Counsel: N/A

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



### Requested Action by BOT

Award of Contract.

### Background and Summary Information

The FY20 Approved Budget contains \$95,700.00 in the REM/Capital Department for the construction of restrooms at the BBRD Beach. Previously, discussed are the following elements of the project:

- Procurement of a prefabricated concrete restroom building
- Development of site plan
- Removal of existing changing room building
- Installation of septic tank and drain field
- Delivery of prefabricated building
- Connection of utilities
- Re-connection of CCTV and exterior rinse station.

On January 10, 2020, the BOT authorized the release of a Request for Proposal for procurement of a prefabricated restroom unit. On February 25, 2020, the evaluation committee met and opened the following bid:

\$83,929.00 Leesburg Concrete Company, Inc.

On March 5, 2020, the evaluation committee met and made the following recommendation.

*Accept the proposal from Leesburg Concrete Company, Inc. in the amount of \$83,929.00 (approved 3-0).*

Hence, staff recommends the BOT award contract for the procurement and delivery of a prefabricated restroom to Leesburg Concrete Company, Inc. in the amount of \$83,929.00.

The reader should note that the unit will not be delivered until the following actions occur:

- Development of site plan
- Removal of existing changing room building
- Installation of septic tank and drain field





February 11, 2020

Office of the District Clerk  
Administration Building  
625 Barefoot Blvd.  
Barefoot Bay, FL 32976

**RE: RFP #2020-01 – PRE-FABRICATED BEACH RESTROOMS**  
**DUE: February 13, 2020 – 4:30 PM**

To Whom It May Concern,

Leesburg Concrete Company, Incorporated (LCCI) is pleased to provide you with our proposal for a precast restroom in response to your RFP #2020-01 for Pre-Fabricate Beach Restrooms, due February 13, 2020. Additionally, we have included with our proposal a copy of our building warranty and project references.

**Contact Information:**

Leesburg Concrete Company, Incorporated  
1335 Thomas Avenue  
Leesburg, FL 34748  
*Point of Contact:* Kirk Rouse, Vice President  
*Authorized to submit Proposal:* Kirk Rouse, Vice President  
352-787-4177  
[krouse@leesburgconcrete.com](mailto:krouse@leesburgconcrete.com)

LCCI is a family owned company, located Leesburg, Florida. LCCI has been in business for 36 years serving the states of Florida, Georgia and Alabama. LCCI was first a leading manufacturer of precast concrete steps, decks, walkways, landings and ADA compliant modular precast concrete wheelchair ramps with steel guard rails and handrails. LCCI has grown to include precast buildings, architectural precast wall panels and precast concrete stairs in its product offerings. LCCI also offers a wide array of custom precast product options. "We Take Pride in exceeding our customer's expectations." This American, family-owned company demonstrates a philosophy of quality and innovation. Leesburg Concrete is proud of their continued diversification, expansion and success.

LCCI is a Precast/Prestressed Concrete Institute (PCI) certified plant. PCI certification standards represent the highest level of competency and quality for the Architectural and Structural Precast industry. Participation in this program means the plant must consistently demonstrate their

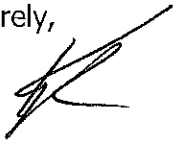
commitment to quality principles and procedures. This certification of plants, personnel, and the product erection provides greater assurance to owners, architects, engineers and contractors that precast concrete components will be manufactured and installed according to stringent industry standards.

LCCI is DBPR approved under the Manufactured Building Program as provided under Chapter 553, Part I, Florida Statutes. When requested, or required by bid, LCCI provides DBPR insignias for the buildings we produce. A building insignia/seal issued by DBPR indicates compliance with the standard and rules as verified by an independent third-part inspector.

LCCI's managing partner and Vice President in charge of production is a "Certified Building Contractor" registered license number "CBC1254153". LCCI produces precast concrete in their Leesburg, Florida state of the art plant. We specialize in precast architectural products and precast concrete buildings and custom metal fabrication with millions of dollars in completed projects and satisfied customer. We assist the customer in design, drawings and engineering of products from concept to finish.

We appreciate the opportunity to submit this proposal to the Barefoot Bay Recreation District and look forward to opportunity to discuss this opportunity with you in further detail.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kirk Rouse', with a stylized flourish at the end.

Kirk Rouse  
Vice President  
Leesburg Concrete Company, Inc.





## Easi-Set Precast Building Proposal DIV 3

DATE: 2/11/2020

PROPOSAL NO: KR-2020-073

Proposed Agreement Submitted To:

Stephanie Brown  
Barefoot Bay Recreation District  
625 Barefoot Blvd.  
Barefoot Bay, FL 32976  
772-664-3141  
[sbrown@bbrd.org](mailto:sbrown@bbrd.org)

Project Reference:  
PRE-FABRICATED BEACH RESTROOMS  
RFP# 2020-01  
BAREFOOT BAY, FL

### QTY DESCRIPTION

#### 1 CARSON WET RESTROOM

##### **Includes:**

- Post tensioned 6" thick floor panels. Exterior walls are 4" thick. Exterior Finish is Brick formliner or TBD. Roof panels are 5" thick and post tensioned. Roof panel overhang is 3" on all sides and has a cast in pitch for positive drainage. Roof Finish is Standing Seam Finish or TBD. TBD customer selection
- Standard gray 5,000 psi compressive strength concrete mix design.
- Reinforcing, handling hardware and post tensioning per our engineered design.
- Welded connections filled with Sika 212 Non Shrink Grout for a smooth appearance
- Sikaflex joint sealants
- PCI Certified QAQC Program - Leesburg Concrete Company, Inc. enjoys certification by the Precast Concrete Institute.
- Leesburg Concrete Company Incorporated is a licensed producer in the State of Florida of Precast Concrete Buildings
- Impact Windows Obscure Glass
- 3 each 3068 steel doors with steel frames and associated
- Interior and exterior paint consists of a Loxon Conditioner/Primer with two finish coats of SUPERPAINT - all products are by Sherwin Williams - colors to be selected.
- Sunvent 164 12" x 12" for Ventilation
- Electric Hand Dryers
- Toilet Tissue Dispenser
- 42" ADA Grab Bars
- 36" ADA Grab Bars
- Soap Dispensers
- 2ea Viterous China Wall Mounted Toilets with push button flush valve
- 2ea Viterous China Wall Mounted Sinks with pushbutton non-tempered water
- Hose Bibb in Chase
- 60 amp Electrical Panel 6/12 circuits with required breakers
- wall mounted LED interior lights with motion sensor switches
- LED Wall Pak Exterior Light, w/PHOTOCELL
- bathroom exhaust fans
- GFI Receptacles one each in Restrooms, one in chase
- Switch in Chase
- grounding pigtail for connection to a lightning protection system supplied and installed by others.
- Submittals and shop drawings
- Engineering and calcs by a Florida Registered Engineer
- Third Party in Plant Inspection for State of Florida DBPR compliance
- **Freight to the project location**
- **Unloading and setting on site**
- **Crane and operator**
- DOT Permits and Escort if Applicable





## Easi-Set Precast Building Proposal DIV 3

DATE: 2/11/2020

PROPOSAL NO: KR-2020-073

Project Reference:  
PRE-FABRICATED BEACH RESTROOMS  
RFP# 2020-01  
BAREFOOT BAY, FL

LAKE COUNTY CONTRACT PRICING - ITEM #7	\$79,129.00
ADD FOR DELIVERY, INSTALL OUTSIDE OF LAKE COUNTY	\$4,800.00
PROJECT TOTAL	\$83,929.00

### Excludes

- SITE PREPARATION
- PAYMENT AND PERFORMANCE BOND
- FINAL HOOK UPS OF UTILITIES
- ANY SITE SURVEYING
- DUTIES, FEES OR PERMITS, CIVIL DRAWINGS
- ROOF MEMBRANE
- **ANY ITEM OR IT'S INSTALLATION NOT MENTIONED ABOVE IS EXCLUDED**

### NOTES:

**CRANE MUST HAVE SOLID GROUND TO ACCESS WITHIN 25' OF SUB BASE**

The building, it's contents and equipment, specifically described above are included in the total price. Furnishings, fittings, equipment and compliance with an entire specification not described are not included in this project. Any changes to the equipment, furnishings, any component of this building described above may result in additional costs. This document, with it's description shall supersede conflicting contract or purchase order verbiage.

To be produced and delivered to mutually agreed upon schedule

### **LEESBURG CONCRETE COMPANY, INCORPORATED IS A PCI CERTIFIED PLANT**

Terms: \$ 6,446.00 down payment required to commence engineering. Progress billing to be invoiced as produced. No Retainage.

Sales Tax if applicable not included. If exempt, tax exempt certificate to be provided by customer.

Payment is to be delivered to Leesburg Concrete Company, Incorporated at 1335 Thomas Avenue, Leesburg, FL 34748

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.

All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance on above work. Workmen Compensation and Public Liability Insurance on above work to be taken out by Leesburg Concrete Company, Incorporated.

In the event this Proposal is accepted and the amount agreed to be paid is not timely received by Leesburg Concrete Company, Inc., then Leesburg Concrete Company, Incorporated shall be entitled to reasonable attorney's fees, costs, and expenses to collect the amount owed.

Unpaid balance shall accrue at the rate of 1.5% per month.

This proposal may be withdrawn if not accepted within 90 days

Respectfully Submitted

Signed \_\_\_\_\_  
Kirk Rouse

### **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.

Signature \_\_\_\_\_

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

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

## **WARRANTY**

### **LEESBURG CONCRETE COMPANY, INCORPORATED PRECAST CONCRETE BUILDINGS**

LEESBURG CONCRETE OF LEESBURG, FLORIDA WARRANTS THE INTEGRITY OF ITS PRECAST CONCRETE BUILDINGS TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM DATE OF DELIVERY. LEESBURG CONCRETE WILL REPAIR OR REPLACE, AT ITS OPTION, PRECAST CONCRETE THAT HAS DETERIORATED DUE TO SUCH DEFECTS IN MATERIAL AND/OR WORKMANSHIP. SETTLEMENT OF THE SUBASE OR ANY DAMAGE DUE TO POOR SITE PREPARATON, FLOOD WATER, OBJECTS IMPACTING THE STRUCTURE ARE NOT COVERED UNDER THIS WARRANTY.

DOORS, MISCELLANEOUS METALS AND HARDWARE AND OTHER MECHANICAL AND ELECTRICAL COMPONENTS ARE WARRANTED AS PER THE MANUFACTURERS' WARRANTY.

THIS WARRANTY IS EXTENDED TO THE ORIGINAL PURCHASER / OWNER ONLY AND CANNOT BE PASSED ON TO ANY SUBSEQUENT PURCHASERS OR OWNERS WITHOUT THE EXPRESS WRITTEN CONSENT OF A QUALIFIED REPRESENTATIVE OF LEESBURG CONCRETE COMPANY.

Company

Address1

City, State Zip

Project Name

Project Location

Substantial Complete Date:

All claims must be detailed in writing and mailed to Leesburg Concrete Company, Incorporated. 1335 Thomas Ave. Leesburg, FL 34748. Repair or replacement will be at the discretion of Leesburg Concrete Company, Incorporated.

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Kirkland J. Rouse, Vice President



**References for Precast Concrete Buildings**  
**Completed Projects by Leesburg Concrete Company, Inc.**

Project Name	Multiple Buildings for Volusia County Schools	
Contact	Volusia County Schools / Ron Young	Completion
Phone	(386) 847-2098	2015-2019, Ongoing
email	<a href="mailto:reyoung@volusia.k12.fl.us">reyoung@volusia.k12.fl.us</a>	
Square Footage	18 Bldgs. to date.	
Project Name	Waveland Beach Restroom	
Contact	St. Lucie County, Florida / Matt Baum	Completion
Phone	(772) 462-2551	Dec. 2018
email	<a href="mailto:baumm@stlucieco.org">baumm@stlucieco.org</a>	
Project Name	Florida School For The Deaf and Blind	
Contact	Ron Marhanka	Completion
Phone	(904) 827-2363	Feb. 2019
email	<a href="mailto:marhankar@fsdb.k12.fl.us">marhankar@fsdb.k12.fl.us</a>	
Project Name	Gant Lake Park Restroom	
Contact	Sumter County BOCC/Bruce Atkinson	Completion
Phone	(352) 689-4400	Feb. 2019
email	<a href="mailto:bruce.atkinson@sumtercountyfl.gov">bruce.atkinson@sumtercountyfl.gov</a>	
Project Name	Elgin AFB 4-User Restroom	
Contact	Don Davis	Completion
Phone	850-430-7570	July 2019
email	<a href="mailto:Donald.davis.19.ctr@us.af.mil">Donald.davis.19.ctr@us.af.mil</a>	
Project Name	Anthony Park Restroom	
Contact	City of Naples/Travis Delashmet	Completion
Phone	239-213-7114	July 2019
email	<a href="mailto:tdelashmet@naplesgov.com">tdelashmet@naplesgov.com</a>	
Project Name	Lake Monroe Train Bridge RR	
Contact	Annette Guidice	Completion
Phone	813-326-6398	October 2019
email	<a href="mailto:aguidice@floridadrawbridges.com">aguidice@floridadrawbridges.com</a>	

**LEESBURG CONCRETE COMPANY, INCORPORATED IS A PCI CERTIFIED PLANT**





# **BAREFOOT BAY RECREATION DISTRICT**

**RFP Beach Restrooms Evaluation Committee**

**RFP Review**

**Tuesday, February 25, 2020**

**10:00 AM- Administration Conference Room**

## **Welcome**

The Barefoot Bay Recreation District RFP Restrooms Evaluation Committee held a Meeting on February 25, 2020 at the Administrative Conference room at NAB, 625 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 10:05 AM.

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

Led by Chairman Klosky.

## **Roll Call**

Present: Voting members: Trustee Henderson, Matt Goetz, Property Services Manager, and Jeff Grunow. Non-voting members: Chairman Klosky, John W. Coffey, ICMA-CM, Community Manager. Trustee Compton and other residents were in attendance.

## **Selection of Chair**

Trustee Henderson was selected as Chair (2-1, Trustee Henderson voted for Mr. Grunow).

## **RFP Opening and Review**

One proposal from Lessburg Concrete was opened and copies made for those in attendance.

Some of the needs discussed for the project are self-lockable doors, floor drains and adding urinals to the Men's restroom. One issued raised was the susceptibility of vandalism to the beach restroom. It was also discussed who should call and check references. It was stated that a piggyback contract using the RFP proposal of Lake County could also be an option.

Next meeting was rescheduled to Thursday, March 5<sup>th</sup> at 10am in the NAB Conference Room.

## **Adjournment**

Meeting adjourned at 10:45 AM



# **BAREFOOT BAY RECREATION DISTRICT**

**RFP Beach Restrooms Evaluation Committee**

**RFP Continued Review**

**Thursday, March 5, 2020**

**10:00 AM- Administration Conference Room**

## **Welcome**

The Barefoot Bay Recreation District RFP Restrooms Evaluation Committee held a Meeting on March 5, 2020 at the Administrative conference room at NAB, 625 Barefoot boulevard, Barefoot Bay, Florida. Committee Chair Henderson called the meeting to order at 10:05 a.m.

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

Led by Luann Henderson

## **Roll Call**

Present: Voting members: Trustee and Committee Chair Henderson, Matt Goetz, Property Services Manager, and Jeff Grunow. Non-voting members: BOT Chairman Klosky, John W. Coffey, ICMA-CM, Community Manager. Trustee Compton and other residents were in attendance.

## **Approval of Minutes**

Mr. Goetz made a motion to approve the February 25, 2020 minutes as presented. Seconded by Committee Chair Henderson. Approved 3-0.

## **RFP Continued Review**

The Committee discussed the merits of proposal and references Committee Chair Henderson checked. Mr. Goetz made a motion that the BOT should accept the proposal as submitted. Seconded by Mr. Grunow. Approved 3-0.

## **Adjournment**

Motion to adjourn by Mr. Goetz, seconded by Mr. Grunow. Approved 3-0. Meeting adjourned at 10:25 a.m.

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Luann Henderson, RFP Evaluation Committee Chair

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Stephanie Brown, District Clerk



## **Barefoot Bay Recreation District**

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

Phone 772-664-3141

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**Memo To:** Board of Trustees

**From:** John W. Coffey, ICMA-CM, Community Manager

**Date:** March 13, 2020

**Subject:** Manager's Report

### Finance

- , \$3,863,365.00 (gross) or 85.8% of the annual assessment receipts were received as of March 6th, 2020. Details are attached.

### Resident Relations

#### **ARCC Meeting 03/03/20**

- 3 Old Business – 2 approved and 1 denied
- 17 Consent Items – all approved
- 17 Other Items -all approved

#### **ARCC Meeting 03/17/20**

- Next meeting

**VC Meeting 02/28/20** was canceled

#### **VC Meeting 03/13/20**

- 18 Cases on the agenda

#### **VC Meeting 03/27/20**

- Next meeting

### **February Interesting Statistics**

- 40 home sales
- 52 new badges issued

To accommodate our residents during the new badge process, the Administration building, will be open on the following Saturdays to take pictures from 9am to Noon:

- March 21, 2020
- March 28, 2020
- April 04, 2020
- April 18, 2020

#### Food & Beverage

This year's **Saint Patrick's Day** celebration will be held on Monday, March 16, 2020 due to Presidential preference election on March 17, 2020. A full day of events is planned; including the parade, Blessing of the Bay and lakeside entertainment. Tickets are now on sale for Corned Beef Sandwiches or dinners on February 21st at the Lounge, the 19th Hole and the Administration Building.

The **Dueling Pianos** are coming to Barefoot Bay for two shows on March 28th and March 29th. A few tickets are \$15 are still available at the Administration Building.

Flyers with all the details are posted.

#### Golf-Pro Shop

- Tournaments at BBRD Golf Course:
  - BBRD Club Championship
    - March 19th – 21st
    - Pairing Dinner Thursday Night at 6pm (Bldg. A)
    - Tournament Tee Times Friday and Saturday
    - \$34/9 Holes
    - \$43 18 Holes
    - Sign up at pro shop on-going
  - Martini League End of Season Tournament
    - March 31<sup>st</sup>, 3pm Shotgun
    - Based on golf membership status
    - Sign up at pro shop on-going
- Netting on Number 1 tee damaged by wind: Repaired

#### Property Services

- Continued stormwater work at the East Lake bank project
- Repaired broken posts around the Pool 1 area
- Placed new memorial bench at Veterans Way
- Replaced 2 broken hydraulic lines on the backhoe
- Continued work on the miniature golf course



- Replaced lock on the beach and looked for new vendor for the locks
- Rebuilt doors on the Shopping Center shed
- Replaced AC unit on the east side of D/E Building
- Began replacement of the Building A kitchen panel
- Repaired handicap access door at the lounge
- Continued soliciting bids and quotes for various projects

#### General Information

- FY21 Working Draft Budget (WDPB):
  - The Trustees will receive their copy between on March 31<sup>st</sup> (Policy Manual deadline is April 1<sup>st</sup>)
  - FY21 WDPB Resident's Budgets (condensed version containing the transmittal letter and line-item budgets) will be available free to residents starting Thursday, April 2<sup>nd</sup> at the Administration Building.
  - Electronic copies of the FY21 WDPB and FY21 WDPB Resident's Budget will be available on [www.bbrd.org](http://www.bbrd.org) starting Friday, April 3<sup>rd</sup>.
  - The first BOT Budget Workshop is Tuesday, April 21<sup>st</sup> in Building D/E at 7pm
- Reminder the **1<sup>st</sup> BOT meeting in April is Friday the 3<sup>rd</sup> at 1pm** due to the 2<sup>nd</sup> Friday being Good Friday and during Passover.