

**BAREFOOT BAY
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting
October 11, 2019 at 1:00 PM
Building D&E

Agenda

Please turn off all cell phones

1. **Thought of the Day**
2. **Pledge of Allegiance to the Flag**
3. **Roll Call**
4. **Presentations and Proclamations**
5. **Approval of Minutes**
 - A. Sept. 24, 2019
6. **Treasurer's Report**
 - A. Treasurer's Report
7. **Audience Participation**
8. **Unfinished Business**
9. **New Business**
 - A. DOR Violations
 - i. DOR VIOLATION 17-005100 439 ROYAL TERN DRIVE
 - ii. DOR VIOLATIONS 18-003064 1173 WATERWAY DRIVE
 - iii. DOR VIOLATION 18-000591 1025 WREN CIRCLE
 - iv. DOR VIOLATION 19-000214 937 ORIOLE CIRCLE
 - v. DOR VIOLATION 19-000377 1321 BAREFOOT CIRCLE
 - vi. DOR VIOLATION 19-003088 1321 BAREFOOT CIRCLE
 - vii. DOR VIOLATION 19-002483 890 PECAN CIRCLE
 - B. Violations Committee Appointment
 - C. ARCC Re-appointment
 - D. One-time Social Membership Fee Waiver Request
 - E. 2020 Independence Weekend Fireworks Display

- F. Bandshell Award of Contract
 - G. Mower Replacement
 - H. Shopping Center Roof Replacement Design: Change Orders #1 & #2
 - I. Out of State Travel: Dude University
 - J. Christmas Parade Support
 - K. Ratification of Release and Satisfaction of "Code Enforcement" Lien: 320 Kiwi Drive, Barefoot Bay, FL
 - L. Donation Request
- 10. Manager's Report**
- A. October 11, 2019
- 11. Attorney's Report**
- 12. Incidental Trustee Remarks**
- 13. Adjournment**

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

Barefoot Bay Recreation District Regular Meeting



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting
September 24, 2019
7PM –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on September 24, 2019 Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 7PM.

Pledge of Allegiance to the Flag

Led by Ms. Henderson.

Roll Call

Present: Mr. Klosky, Mr. Wheaton, Mr. Diana, Mr. Loveland and Ms. Henderson. Also, present, John W. Coffey, ICMA-CM, Community Manager, and Sally-Ann Biondolillo Guest Acting District Clerk. General Counsel, Cliff Repperger was excused.

Presentation

Mr. Klosky presented the Breast Cancer Awareness Proclamation. Mr. Diana made a motion to accept the proclamation. Second by Mr. Loveland. Motion carried unanimously.

Minutes

Mr. Diana made a motion to approve the minutes dated September 13, 2019. Second by Ms. Henderson. Motion carried unanimously.

Treasurer's Report

Mr. Diana made a motion to approve the Treasurer's Report for September 24, 2019 as read. Second by Ms. Henderson. Motion passed unanimously.

Audience Participation

Mr. Jack Reddy – 806 Tamarind Circle – stated he was grateful that Hurricane Dorian has left the Bay and residents safe. He also stated that he feels there should be an article in the Tattler expressing to the residents that should not become complacent.

Unfinished Business

Revised Rules for the BOT

Mr. Coffey presented the revisions for the *Rules for the BOT*, regarding nepotism within the rules and the language for the FASD Conference. Motion was made by Ms. Henderson. Second by David Wheaton. Mr. Diana is against the nepotism rule being added and Mr. Loveland was against it being a requirement for the new Board members having to attend the FASD Conference. Mr. Coffey suggested changing the wording from will (attend) to should (attend). Ms. Henderson made a motion to amend



BAREFOOT BAY RECREATION DISTRICT

her motion to include the work change. Second by Mr. Wheaton. Motion passes 4 to 1 with Mr. Diana voting no.

New Business

Budget Amendment: FPE Panel Replacement: Building C, Lounge and Building A

Mr. Coffey presented Resolution 2019-09 to the Board of Trustees to amend the budget in the amount of \$7,400 from the Fund Balance to be added to Building C & Lounge FPE Panel Replacement and \$28,900 from the Fund Balance to be added to the Building A FPE Panel Replacement. Mr. Coffey read the title of the Resolution 2019-09. Mr. Diana made a motion to the amendment. Second by Mr. Loveland. Motion passed unanimously.

Pool Service RFQ Award of Continuing Services Contract

Mr. Coffey presented the RFQ No. 2019-04 received by Family Pools, Inc. and for General Counsel, Cliff Repperger to draft a Continuing Service Contract. Ms. Henderson made the motion to approve. Second by Mr. Wheaton. Motion passes 4 to 1 with Mr. Diana voting no.

Sea of Pink Guest Pass Waiver Request

Mr. Coffey presented the request that Guest Passes be waived the day of the Breast Cancer walk from 7 a.m. to Noon. Ms. Henderson expressed her concern of the pools being opened to the public. Mr. Coffey stated that staff would ensure the identification of individuals who are part of the walk and will be going to the Pavilion to enjoy the rest of the festivities. Mr. Diana made the motion to approve the Guest Pass Waiver. Second by Mr. Loveland. Motion passed unanimously.

Manager's Report

Office of the District Clerk

New District Clerk Recruitment Update - The search for a new District Clerk is on-going. On-site interviews are currently being scheduled for early October.

Resident Relations

ARCC Meeting 9/17/19

- 1 Old Business (extension) approved
- 17 Consent Items approved
- 7 Other Items approved

ARCC Meeting 10/01/19

- 1 Extension Requested
- 10 Consent Items
- 7 Other Items

VC Meeting 9/27/2019

- 16 Cases to be presented
- 4 Came into compliance
- 1 DOR is working with the homeowner



BAREFOOT BAY RECREATION DISTRICT

VC Meeting 10/11/2019

- Next meeting's agenda due out on 10/04/2019

Food & Beverage

New Dart Machine Update - The delivery of the new units for the Lounge were delayed. Anticipated arrival date is within the next 10 calendar days.

The next **Ring of Fire show** is October 12 in Building A. Listen and dance to the sounds of Cash, Willie, and Haggard from 6-9:30 p.m. A few tickets are still available for \$13 at the new Administration Building.

Barefoot Bay's first annual **Sea of Pink**, a Walk for Breast Cancer, will be held on Saturday, October 19th on the walking path next the New Administration Building. Register at the CVO office Monday-Friday between the hours of 10am and 2pm.

The annual **Halloween costume party** will be held on Saturday, October 26th Lakeside of the Lounge from 7-10:30pm. Prizes are given to the best costumes.

Flyers with all the details are posted.

Golf-Pro Shop

- Golf Membership renewals start Oct 1st (Contact pro shop with questions)
- Driving range hitting cages received and work is in progress (leveled and waiting for concrete to be poured and nets installed)
- Cart parking behind Hole 9 and D/E completed
- #17 drainage work in progress (dug and shaped, waiting on rock and pipe delivery)
- Martini League will resume Oct 15th at 3pm (Contact Pro Shop with questions)
- Saturday Couples will resume Oct 19th at 8am (Contact Pro Shop with questions)
- Sunday PM Scramble will resume Oct 20th at 12:30pm (Contact Pro Shop with questions)
- Ernie says *"there are only 92 more shopping Days till Christmas"* so do not delay, come to the Pro Shop for all your official BBRD logo gifts.

Property Services

- Began installation of drainage for the mini golf site
- Removed old palm stump from the Veteran's Monument area, installed a new Royal Poinciana tree and will be restoring the areas with new sod soon
- Began wiring for new lights over bulletin boards on Building C
- Continued interior maintenance in Building C
- Continued soliciting bids and quotes for various projects

Friendly Reminder



BAREFOOT BAY RECREATION DISTRICT

- **County Owned Right-of-Ways (ROW) are not a part of BBRD's DOR.**
DOR staff are getting a lot of complaints about alleged sign violations (i.e. no more than one per yard). Please remember the DOR only applies to private property within BBRD. The DOR does not have jurisdiction over County owned ROWs (strip of grass on each side of roads plus the roads). Hence, unless the signs are 10-25 feet (typical grassy area of ROWs in BBRD) away from the edge of the road, they are not in violation of the DOR. If there appears to be a legitimate sign violation, DOR staff will verify the width of the ROW measure before contacting the property owner.

Attorney's Report

Since Mr. Repperger was excused, Mr. Coffey gave an update regarding the Stewart Medical lease that there are been numerous phone calls with Corporate Attorneys. Staff is still working with them.

Incidental Trustee Remarks

Mr. Loveland thanked all the volunteers for A Sea of Pink on the 1st Annual Breast Cancer Walk.

Mr. Diana echoed Mr. Loveland comments. He also mentioned that the US Postal Service satellite office in the Barefoot Bay Barber Shop would be a good thing for Barefoot Bay.

Ms. Henderson stated she was asked why Building A isn't a Hurricane Shelter. She stated that the Building A is not hurricane rated and requirements would be 30-40 square foot per person plus cots and additional personnel, that it would not be cost effective. She also mentioned a grant that the Florida Legislature might be helpful with projects that need to be done at the golf course. Mr. Coffey stated a single topic special BOT meeting is needed prior to the deadline to apply. The Trustees unanimously agreed will meet in the NAB Conference room on October 4, 2019 on this topic.

Mr. Wheaton stated that he has had conversations with Cliff Repperger and Randy Fine regarding a proposed amendment to the charter and the need for a mail out ballot. He also mentioned his concerns of statements he has heard regarding Trustees running for office that will make Mr. Coffey's life a living hell if they were elected. He expressed in his experience that Mr. Coffey has given the Trustees excellent advice in the past in which they have ignored. In his opinion Mr. Coffey is being held responsible for their mistakes.

Mr. Klosky stated that two weeks ago he went on a tour of the golf course with Mr. Cruz and was saddened by the condition of the grounds due to the storm. This week he took another tour and was very impressed. He feels there has been a 300% improvement with the work that Mr. Cruz has completed and that he has saved the Bay approximately \$180,000.00. When anyone sees Mr. Ernie Cruz, they should thank him.

Adjournment

The next meeting will be on October 11, 2019 at 1pm in Building D/E.

Ms. Henderson made a motion to adjourn. Second by Mr. Diana.

Meeting adjourned at 7:52PM.

Barefoot Bay Recreation District

Treasurer's Report

October 11, 2019

Cash Balances in General Fund as of 10/3/19

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

Operating Cash in Banks

MB&T Operating Account 1,427,624.34
Total Operating Accounts: 1,427,624.34

Interest Bearing Accounts

SBA Reserve Account 690,582.40
Total Interest Bearing Accounts 690,582.40

Total Cash Balances in General Fund: \$ 2,120,706.74

Total Daily Deposits and Assessments Received for 9/17 - 10/3/2019

Daily deposits: \$ 198,940.12
 Assessments received: -
Total Deposits Received \$ 198,940.12

Expenditures over \$5,000 for for 9/17 - 10/3/2019

Check Number	Vendor	Description	Check Amount
53702	Civic Plus	Annual Hosting & Support Fees	5,750.00
53712	Health First Health Plans	Medical Insurance: 10/2019	21,853.59
53716	Home Depot Credit Services	Supplies & Parts	5,950.45
53723	Rossway Swan et al P.L.	Legal: 8/2019	8,520.13
53736	Florida Municipal Insurance Trust	1st Quarterly Installment - Liability Insurance	48,251.25
53752	Florida Power & Light Co	Electric: 8/2019	7,118.99
53766	Special District Services, Inc	Management Fee 9/19 and Assessment Roll Prep	17,940.63
	Paychex	Net Payroll: PPE 9/29/19	55,053.74
	US Treasury	Payroll Tax: PPE 9/29/19	17,096.39
	Paychex	Net Payroll: PPE 9/15/19	58,632.18
	US Treasury	Payroll Tax: PPE 9/15/19	17,140.14
<i>Total Expenditures over \$5,000</i>			<u>\$ 263,307.49</u>

Board of Trustees

Meeting Agenda Memo

Date: Friday, October 11, 2019
Title: **DOR VIOLATION 17-005100 439 ROYAL TERN DRIVE**
Section & Item: 9.A.i.
Department: Resident Relations, DOR
Fiscal Impact:
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager
Attachments: 17-005100.01, 17-005100.02, 17-005100.03
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

Violation to Article III Section 2 (D) Exterior Maintenance. First Violation occurred on 10/30/2017. Property found in violation by the Violations Committee on 5/11/18. DOR has preformed 11 follow ups and 15 pictures have been taken since the first Violation. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail and Certified Mail. Property has been 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.

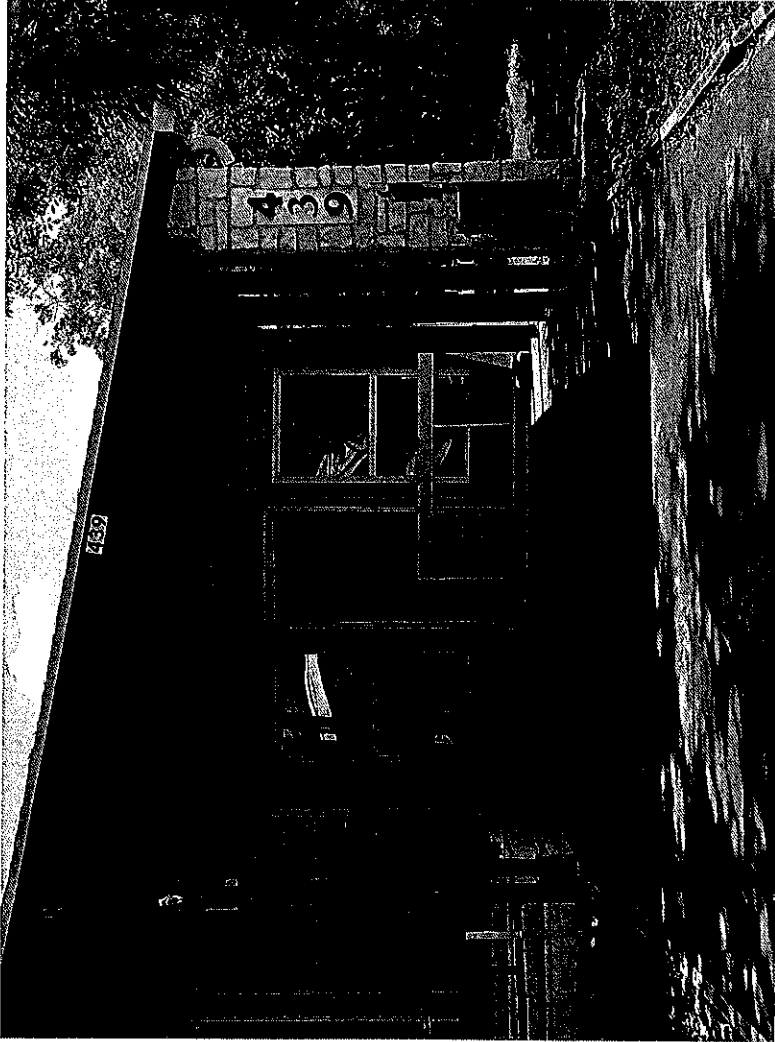


Photo: 439 Royal Tern. Post-V.C. re-inspection. Stucco missing, door off hinges.

Date Taken:10/01/2019

Address:439 ROYAL TERN DRIVE

Taken by:Peter Essig
Case Number:17-005100



Photo: 439 Royal Tern (rear). Post-V.C. re-inspection. Plywood not painted to match house.

Date Taken:10/01/2019

Address:439 ROYAL TERN DRIVE

Taken by:Peter Essig

Case Number:17-005100



Photo: 439 Royal Tern (left). Post-V.C. re-inspection. Plywood not painted to match house.

Date Taken:10/01/2019

Address:439 ROYAL TERN DRIVE

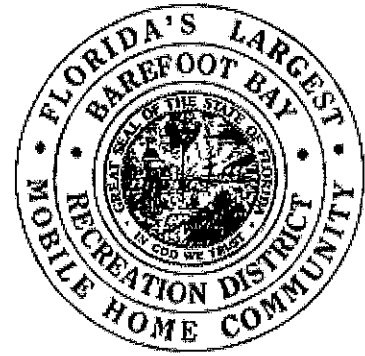
Taken by:Peter Essig

Case Number:17-005100

Board of Trustees

Meeting Agenda Memo

Date: Friday, October 11, 2019
 Title: **DOR VIOLATIONS 18-003064 1173 WATERWAY DRIVE**
 Section & Item: 9.A.ii.
 Department: Resident Relations, DOR
 Fiscal Impact:
 Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager
 Attachments: 18-003064.01, 18-003064.02
 Reviewed by
 General Counsel: No
 Approved by: John W. Coffey, ICMA-CM, Community Manager



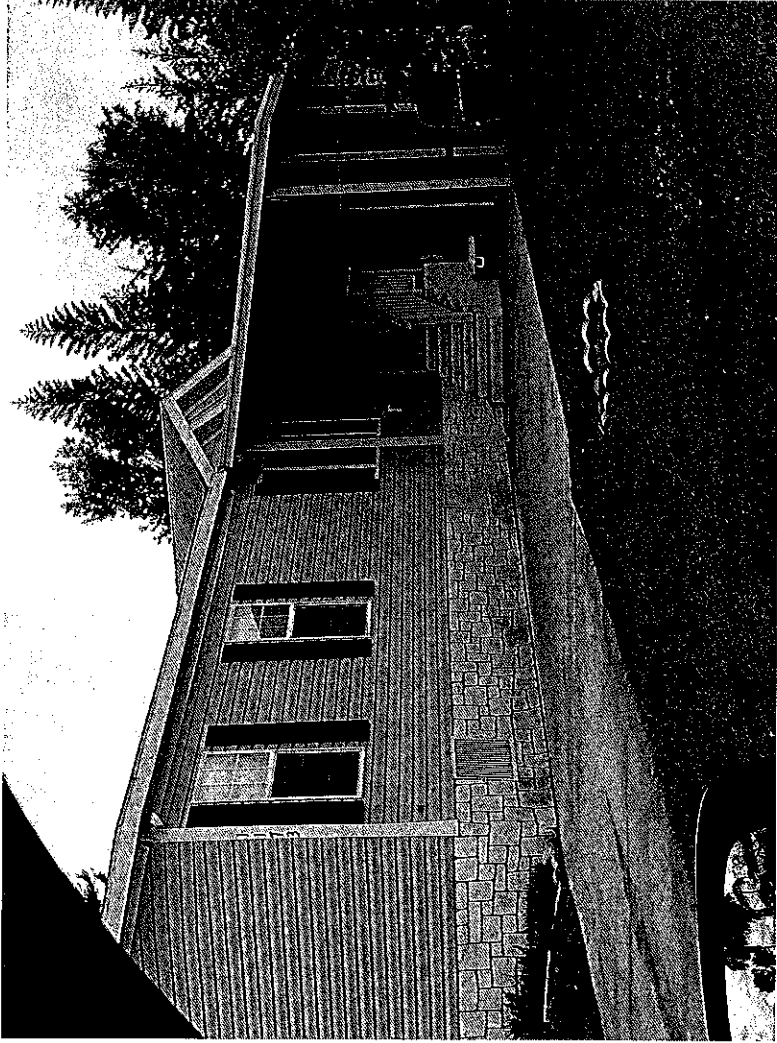
Requested Action by BOT

Review Violation and referral to General Counsel Repperger.

Background and Summary Information

Violation to Article II Section 3 (A) (2) ADIR (garage or carport roof). First Violation occurred on 7/18/2018. Property found in violation by the Violations Committee on 10/12/18. DOR has performed 9 follow ups and 7 pictures have been taken since the first Violation. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail and Certified Mail. Property has been 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.



Document: 1173 waterway

Date Taken:07/22/2019

Address:1173 WATERWAY DRIVE

Taken by:Stephane Fecteau
Case Number:18-003064



Document: 1173 waterway fail

Date Taken: 09/19/2019

Address: 1173 WATERWAY DRIVE

Taken by: Stephane Fecteau

Case Number: 18-003064

Board of Trustees

Meeting Agenda Memo

Date: Friday, October 11, 2019
Title: DOR VIOLATION 18-000591 1025 WREN CIRCLE
Section & Item: 9.A.iii.
Department: Resident Relations, DOR
Fiscal Impact:
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager
Attachments: 18-000591.01, 18-000591.02, 18-000591.03, 18-000591.04
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager



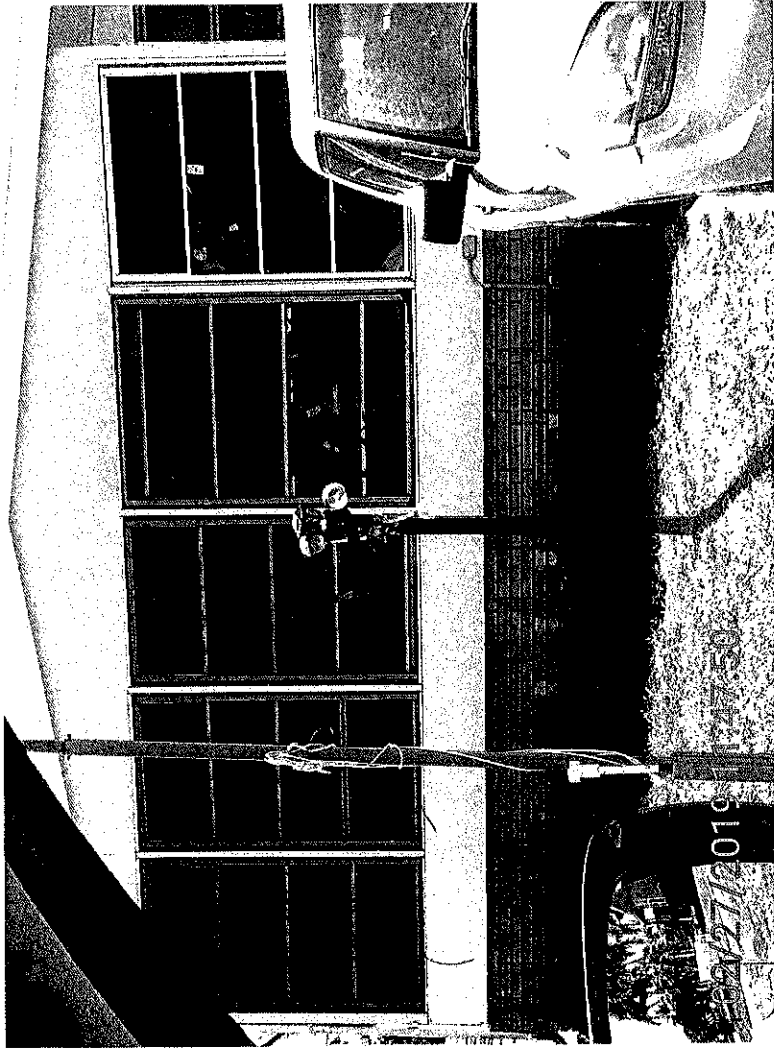
Requested Action by BOT

Review Violation and referral to General Counsel Repperger.

Background and Summary Information

Violation to Article III Section 11 and Section 2 (D) Exterior Maintenance. First Violation occurred on 2/05/2018. Property found in violation by the Violations Committee on 8/10/18. DOR has preformed 12 follow ups and 9 pictures have been taken since the first Violation. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail and Certified Mail. Property has been 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.



Document: 1025 wr

Date Taken: 02/28/2019

Address: 1025 WREN CIRCLE

Taken by: Stephane Fecteau

Case Number: 18-000591

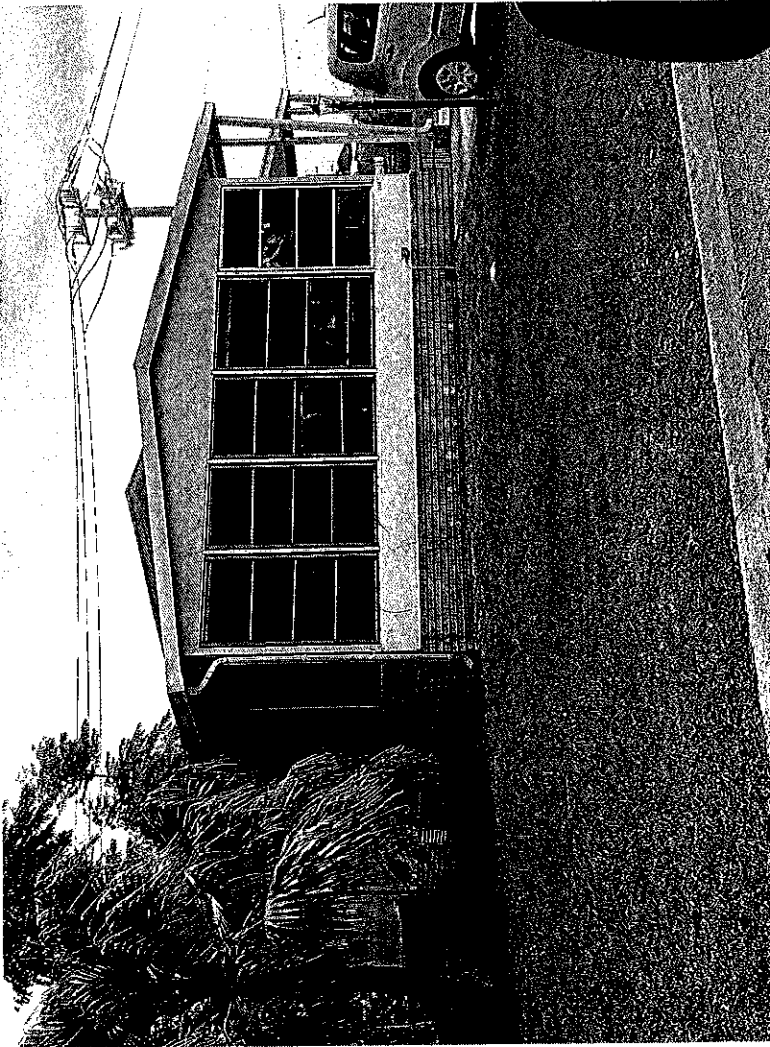


Document: 1025 wren

Date Taken:04/01/2019

Address:1025 WREN CIRCLE

Taken by:Stephane Fecteau
Case Number:18-000591



Document: 1025 wren

Date Taken: 06/05/2019

Address: 1025 WREN CIRCLE

Taken by: Stephane Fecteau
Case Number: 18-000591



Document: 1025 wren fail

Date Taken:08/15/2019

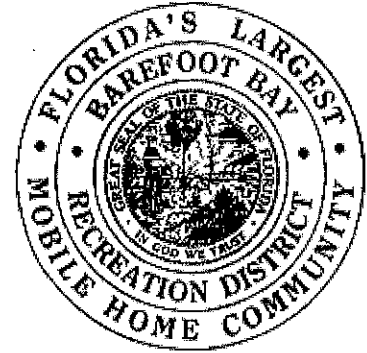
Address:1025 WREN CIRCLE

Taken by:Stephane Fecteau
Case Number:18-000591

Board of Trustees

Meeting Agenda Memo

Date: Friday, October 11, 2019
Title: **DOR VIOLATION 19-000214 937 ORIOLE CIRCLE**
Section & Item: 9.A.iv.
Department: Resident Relations, DOR
Fiscal Impact:
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager
Attachments: 19-000214.01, 19-000214.02, 19-000214.03, 19-000214.04
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager



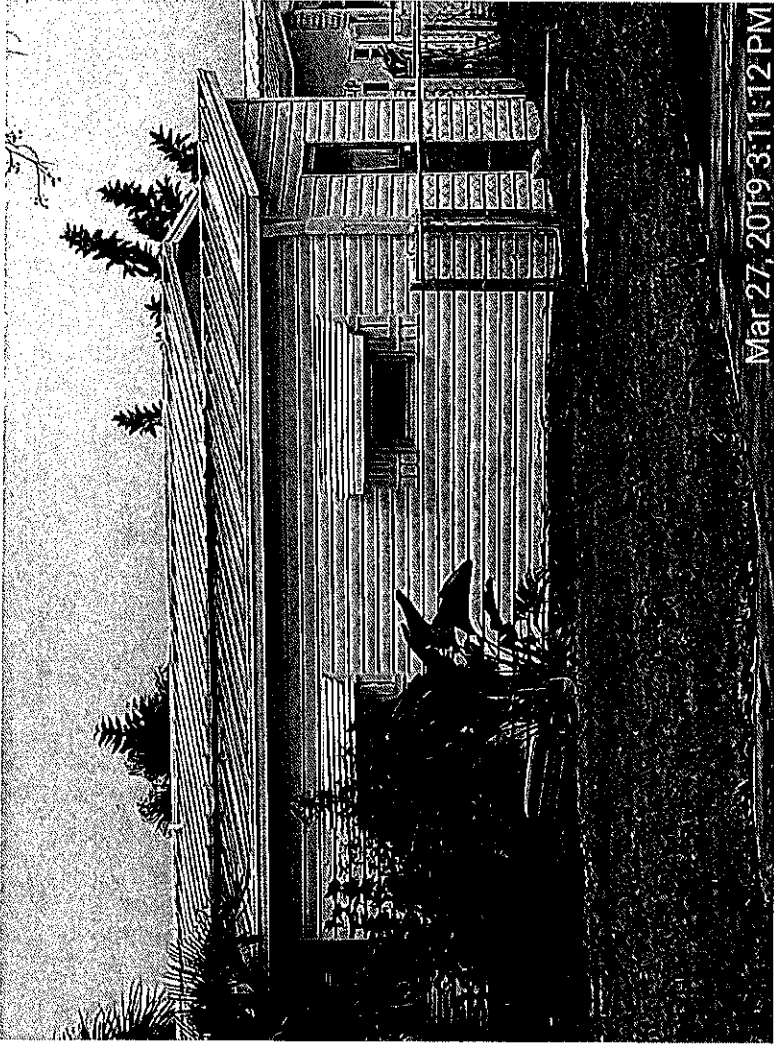
Requested Action by BOT

Review Violation and referral to General Counsel Repperger.

Background and Summary Information

Violation to Article III Section 2 (B) (D) Condition of Prop. (B) PW. First Violation occurred on 1/17/2019. Property found in violation by the Violations Committee on 2/22/2019. DOR has preformed 8 follow ups and 9 pictures have been taken since the first Violation. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail and Certified Mail. Property has been 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.



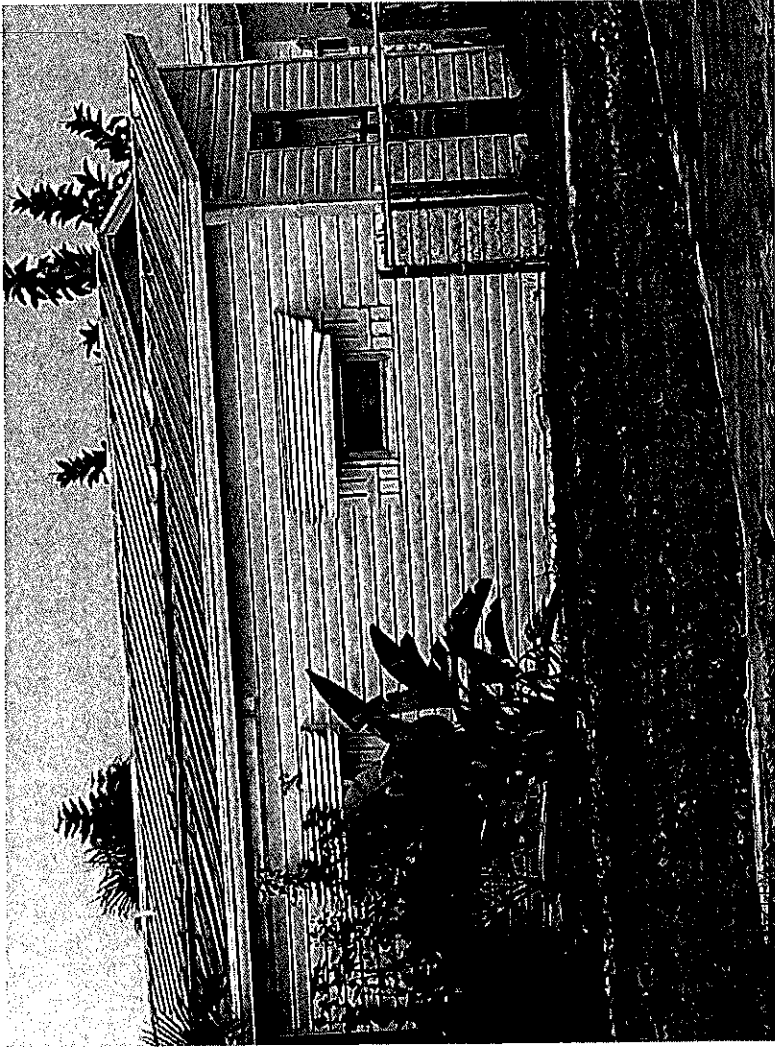
Document: 937 oriole

Date Taken: 03/27/2019

Address: 937 ORIOLE CIRCLE

Taken by: Stephane Fecteau

Case Number: 19-000214

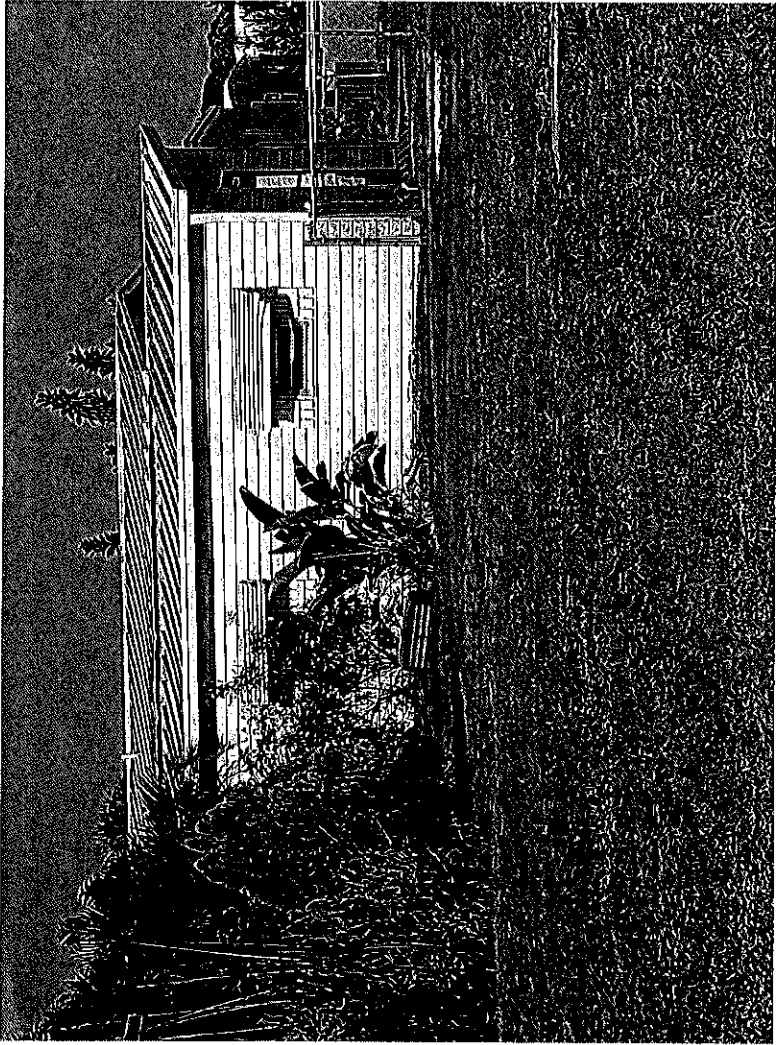


Document: 937 oriole

Date Taken: 05/08/2019

Address: 937 ORIOLE CIRCLE

Taken by: Stephane Fecteau
Case Number: 19-000214



Document: 937 oriole pw

Date Taken: 05/24/2019

Address: 937 ORIOLE CIRCLE

Taken by: Stephane Fecteau

Case Number: 19-000214



Document: 937 oriole post vc fail

Date Taken: 09/12/2019

Address: 937 ORIOLE CIRCLE

Taken by: Stephane Fecteau
Case Number: 19-000214

Board of Trustees

Meeting Agenda Memo

Date: Friday, October 11, 2019
Title: **DOR VIOLATION 19-000377 1321 BAREFOOT CIRCLE**
Section & Item: 9.A.v.
Department: Resident Relations, DOR
Fiscal Impact:
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager
Attachments: 19-000377.01, 19-000377.02, 19-000377.03, 19-000377.04
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

Violation to Article III Section 10 and Section 2 (D) Condition of Skirting. First Violation occurred on 1/13/2019. Property found in violation by the Violations Committee on 3/8/2019. DOR has preformed 9 follow ups and 7 pictures have been taken since the first Violation. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail and Certified Mail. Property has been 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.



03/04/2019 14:21:13

Document: 1321 BFC VC skirting damage

Date Taken:03/05/2019

Address:1321 BAREFOOT CIRCLE

Taken by:Stephane Fecteau

Case Number:19-000377



Document: 1321 BFC

Date Taken: 07/14/2019

Address: 1321 BAREFOOT CIRCLE

Taken by: Stephane Fecteau

Case Number: 19-000377



Document: 1321 bfb

Date Taken: 08/08/2019

Address: 1321 BAREFOOT CIRCLE

Taken by: Stephane Fecteau
Case Number: 19-000377



Document: 1321 bfc

Date Taken: 09/19/2019

Address: 1321 BAREFOOT CIRCLE

Taken by: Stephane Fecteau

Case Number: 19-000377

Board of Trustees

Meeting Agenda Memo

Date: Friday, October 11, 2019
 Title: **DOR VIOLATION 19-003088 1321 BAREFOOT CIRCLE**
 Section & Item: 9.A.vi.
 Department: Resident Relations, DOR
 Fiscal Impact:
 Contact:
 Attachments: 19-003088.01, 19-003088.02, 19-003088.03, 19-003088.04
 Reviewed by
 General Counsel: No
 Approved by: John W. Coffey, ICMA-CM, Community Manager



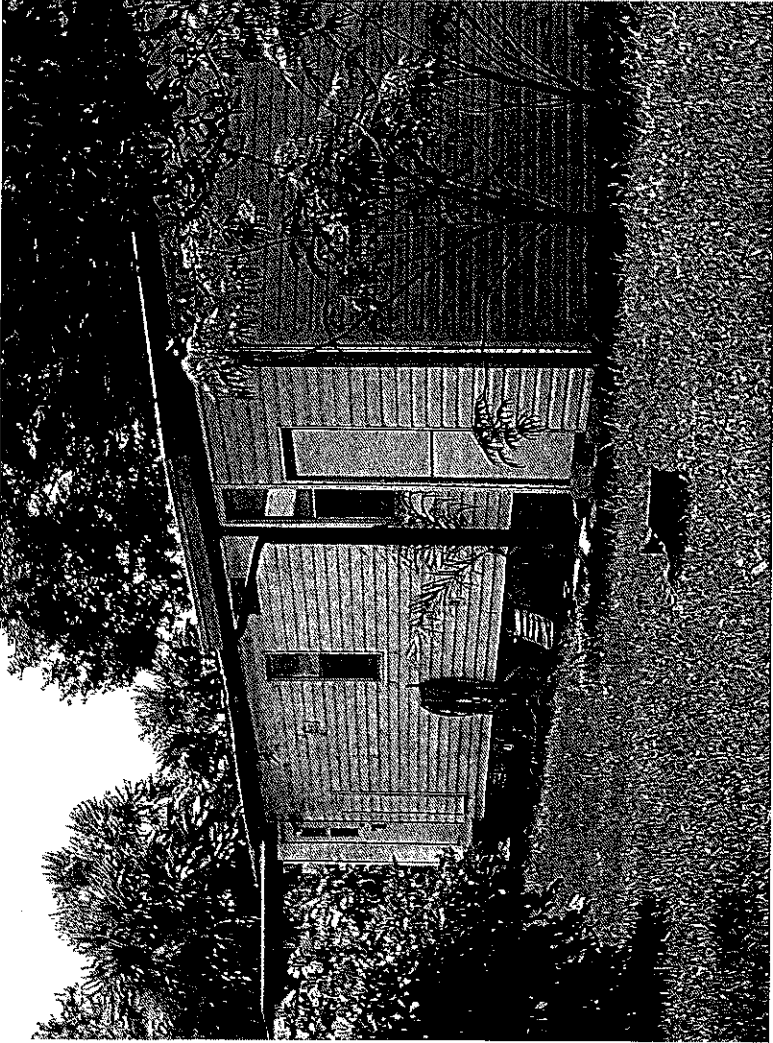
Requested Action by BOT

Review Violation and referral to General Counsel Repperger.

Background and Summary Information

Violation to Article III Section 2 (B) (D) Condition of Prop. (B) PW. First Violation occurred on 07/14/2019. Property found in violation by the Violations Committee on 8/23/2019. DOR has preformed 5 follow ups and 5 pictures have been taken since the first Violation. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail and Certified Mail. Property has been 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.



Document: 1321 BFC

Date Taken: 07/14/2019

Address: 1321 BAREFOOT CIRCLE

Taken by: Stephane Fecteau
Case Number: 19-003088



Document: 1321 bfc

Date Taken: 08/08/2019

Address: 1321 BAREFOOT CIRCLE

Taken by: Stephane Fecteau

Case Number: 19-003088



Document: 1321 BF CIRCLE VC POWERWASH

Date Taken: 08/19/2019

Address: 1321 BAREFOOT CIRCLE

Taken by: Stephane Fecteau

Case Number: 19-003088



Document: 1321 bfc post vc fail

Date Taken: 09/06/2019

Address: 1321 BAREFOOT CIRCLE

Taken by: Stephane Fecteau

Case Number: 19-003088

Board of Trustees

Meeting Agenda Memo

Date: Friday, October 11, 2019
 Title: **DOR VIOLATION 19-002483 890 PECAN CIRCLE**
 Section & Item: 9.A.vii.
 Department: Resident Relations, DOR
 Fiscal Impact:
 Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager
 Attachments: 19-002483.01, 19-002483.02, 19-002483.03, 19-002483.04
 Reviewed by
 General Counsel: No
 Approved by: John W. Coffey, ICMA-CM, Community Manager



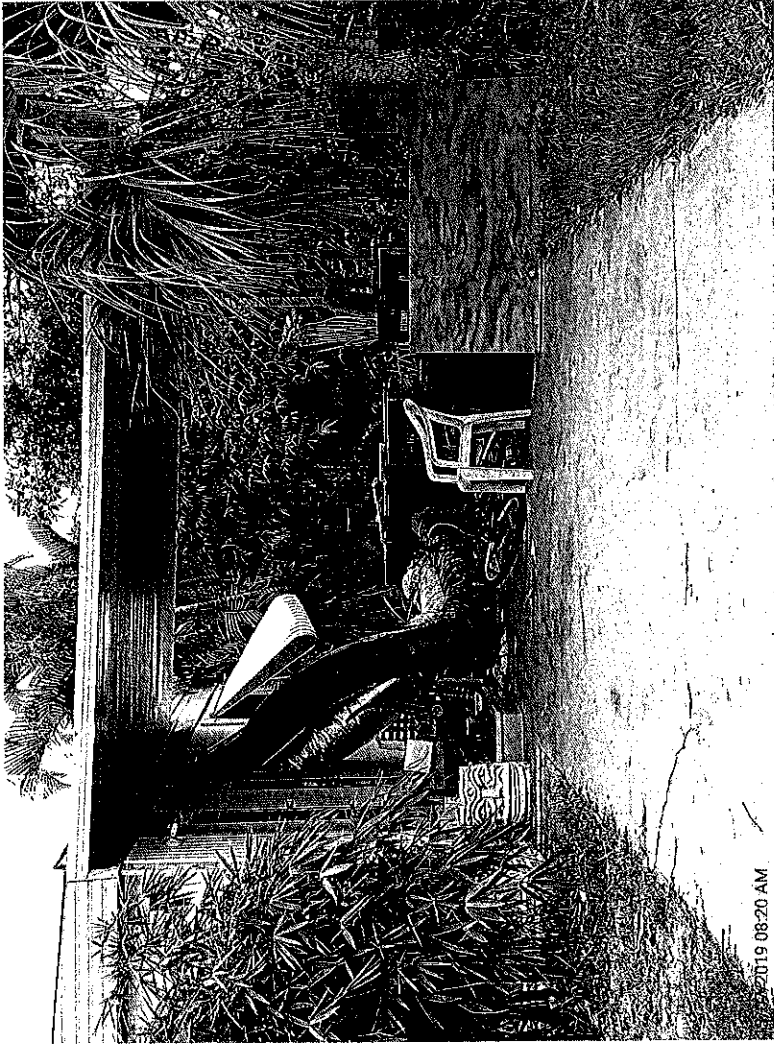
Requested Action by BOT

Review Violation and referral to General Counsel Repperger.

Background and Summary Information

Violation to Article III Section 11 and Section 2 (D) Exterior Maintenance. First Violation occurred on 6/05/2019. Property found in violation by the Violations Committee on 6/28/2019. DOR has preformed 5 follow ups and 7 pictures have been taken since the first Violation. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail and Certified Mail. Property has been 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.



2019 08:20 AM

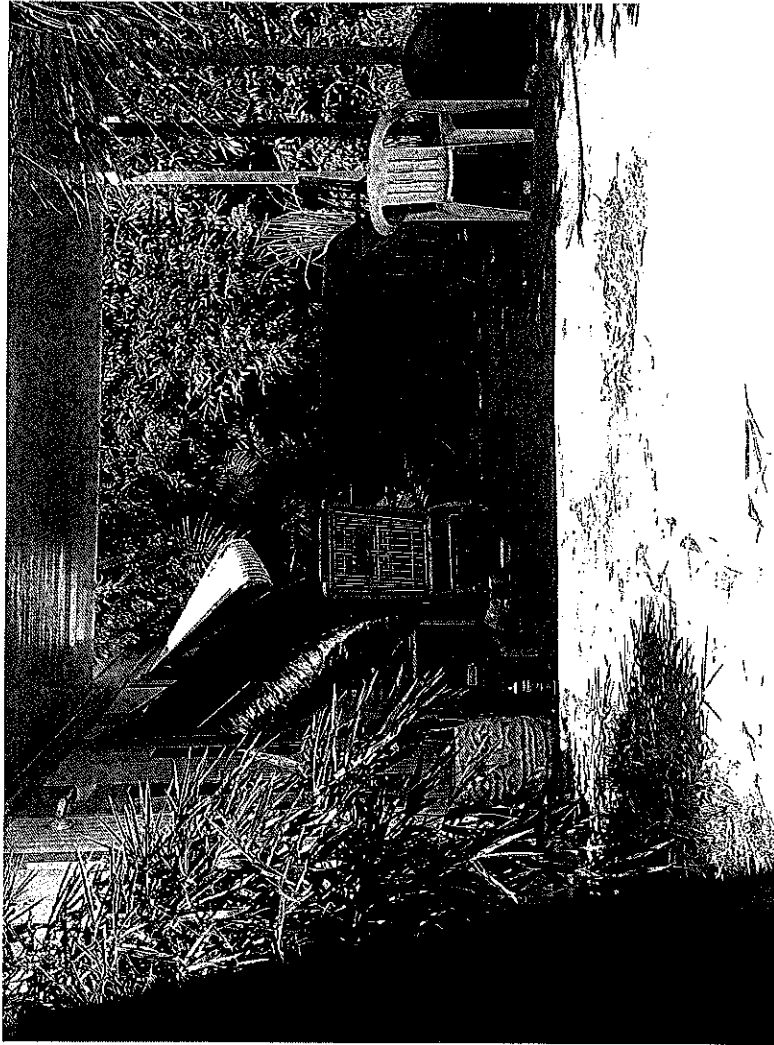
Document: 890 pecan post VC fail / should go to BOT

Date Taken: 07/13/2019

Address: 890 PECAN CIRCLE

Taken by: Stephane Fecteau

Case Number: 19-002483



Document: 890 pecan

Date Taken:07/31/2019

Address:890 PECAN CIRCLE

Taken by:Stephane Fecteau
Case Number:19-002483



Photo: 890 Pecan. AC unit in carport

Date Taken:10/02/2019

Address:890 PECAN CIRCLE

Taken by:Mary Barry
Case Number:19-002483



Photo: 890 Pecan. AC unit in carport

Date Taken: 10/02/2019

Address: 890 PECAN CIRCLE

Taken by: Mary Barry
Case Number: 19-002483

Board of Trustees

Meeting Agenda Memo

Date: Friday, October 11, 2019
 Title: **Violations Committee Appointment**
 Section & Item: 9.B.
 Department: Resident Relations, DOR
 Fiscal Impact: N/A
 Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager
 Attachments: Wieglein request for VC, Resolution 2010-18
 Reviewed by
 General Counsel: No
 Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Appointment of Ms. Wilma Wieglein as a Violations Committee voting member for a 3-year term.

Background and Summary Information

Voting member Mr. John Atta's appointment expired on September 11, 2019. Current Alternates include

Ms. Wilma Wieglein (appointed June 27, 2017)

Mr. Jeff Grunow (appointed August 22, 2017)

On September 23, 2019, Ms. Wieglein (the senior alternate) submitted a letter of interest in being appointed as a voting member. While the vacancy has been advertised for the past few weeks, as of October 4th, staff had received zero resumes or letters of interest in serving on the committee.

Resolution 2010-18 states that the BOT shall appoint members to a 3-year term on the Violations Committee. Hence, staff recommends the BOT appoint Ms. Wilma Wieglein to a voting member position on the Violations Committee for a 3-year term and instruct staff to continue to advertise for the newly vacated alternate position.

To: Mr. John Coffey

September 23, 2019

Barefoot Bay Recreation District

Barefoot Bay, Florida, 32876

From: Wilma C. Weglein

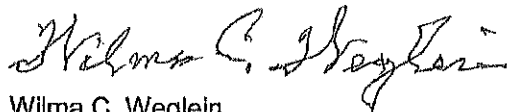
Dear John,

Please accept this memorandum as a request to be considered for an opening on the Violations Committee as a permanent member (since I am presently serving as an alternate)..

Having had experience serving in Barefoot Bay as a Trustee on the District, as well as President of the Homeowners Association, for some 20 years.

I wish to be considered for this opportunity to serve Barefoot Bay once again.

Sincerely,



Wilma C. Weglein

1204 Chlpewa Drive

Barefoot Bay. Fl. 32976

RESOLUTION 2010 -18

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

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

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

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

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

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

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

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

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

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

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

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

8th day of October, 2010.

BAREFOOT BAY RECREATION DISTRICT

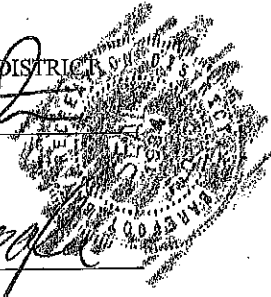
By:

Tom Guinther

TOM GUINThER
CHAIRMAN

John McAfee

JOHN MCAFEE
SECRETARY



Board of Trustees

Meeting Agenda Memo

Date: Friday, October 11, 2019
Title: ARCC Re-appointment
Section & Item: 9.C.
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: John W. Coffey ICMA-CM, Community Manager, Richard Armington, Resident Relations Manager
Attachments: DOR excerpt, October 13, 2017 Minutes
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Re-appointment of Mr. Hurrol Brinker as ARCC voting member for a 3-year term.

Background and Summary Information

Based on the 2017 Amended and Restated DOR, all positions on the ARCC were re-appointed. To have staggered terms, the BOT appointed Mr. Hurrol Brinker to an initial 2-year term. Mr. Brinker's term expires on October 12, 2019 and he informed staff of his desire to be re-appointed to the ARCC for a new 3-year term.

Staff recommends the BOT re-appoint Mr. Hurrol Brinker to the ARCC for a 3-year term.

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.



BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Regular Meeting
October 13, 2017
1 P.M. –Building D&E**

Meeting Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on October 13, 2017 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Diana called the meeting to order at 1:00 P.M.

Thought for the Day

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

Pledge of Allegiance to the Flag

Led by Mr. Geier.

Roll Call

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

Presentations

Mr. Diana asked for a motion to approve the Columbus Day proclamation which was presented to the Italian American Club this past Columbus Day, Monday, October 9, 2017.

Mr. Lavier made a motion to approve the Columbus Day Proclamation. Second by Mr. Geier. Motion carried unanimously

Mr. Joe Ogle introduced himself as the new manager of the Joe's Club Adult Day Care located on 7951 Ron Beatty Blvd next to the South Mainland Library. He invited the Board and residents to consider his club for senior activities and events noting that he staffs registered nurses, social workers, activity directors, and certified nursing assistants for the benefit and service to his clients. Mr. Ogle reinforced their specialized service in Alzheimer's and Dementia care.

Minutes

Mr. Klosky made a motion to approve the minutes dated September 15, 2017. Second by Mr. Lavier. Motion carried unanimously.

Treasurer's Report

Mr. Geier read the Treasurer's Report for October 13, 2017. He asked for a motion to transfer the remaining balance of \$390,516.90 from BOA to the current District account at MB&T and to void the final check for \$3.00.

Mr. Klosky made a motion to move the remaining balance from Bank of America to Marine Bank & Trust. Second by Mr. Lavier. Motion carried unanimously.



BAREFOOT BAY RECREATION DISTRICT

Audience comment on Agenda Items

Mr. Richard and Judy Valvana asked the Board to please consider providing bi-monthly movies in Building A for the enjoyment of the residents. She noted the prior outdoor movies were difficult for her to attend due to biting insects during the summer.

Ms. Valvana stated she would also like to suggest the District install a secured exercise room as a courtesy to the residents. The Valvana's offered to maintain the room if necessary.

Unfinished Business

DOR Violation 17-001058 581 Tarpon Drive

The Violations Committee met on 05/12/2017 and found 581 TARPON DRIVE in violation of ARTICLE III, SECT. 5 Nuisance.

Mr. Lavier made a motion to forward Violation 17-001058 581 Tarpon Drive to the attorney's office for legal and equitable action and bill the homeowner for fees. Second by Mr. Geier. Motion carried unanimously.

New Business

DOR Violation 17-002427 932 Sequoia Street

The Violations Committee met on 07/28/2017 and found 932 SEQUOIA STREET in violation of ARTICLE II, SECT. 3 (A)(15) ADIR (Lamp Post)

Mr. Geier made a motion to forward Violation 17-002427 932 Sequoia Street to the attorney's office for legal and equitable action and bill the homeowner for fees. Second by Mr. Klosky. Motion carried unanimously.

DOR Violation 16-004577 903 Wren Circle

The Violations Committee met on 8/28/2017/2017 and found 903 Wren Circle in violation of ARTICLE III, SECT. 3 (A) (B) (C) (D) (E), Vehicle Violations (Boats/Trailer/RV/Comm. Vehicles, Etc.), boat in driveway behind lattice.

Mr. Klosky made a motion to forward Violation 16-004577 903 Wren Circle to the attorney's office for legal and equitable action and bill the homeowner for fees. Second by Mr. Geier. Motion carried unanimously.

Approval of Replacement Building F Construction Plans

Staff received the draft plans in August of 2017 and completed plans were received in mid-September. The plans have been available for review by Trustees since September 21, 2017. Staff recommends the BOT approve the Replacement Building F design plans.

Mr. Klosky made a motion to approve the Replacement Building F design plans. Second by Mr. Lavier. Motion carried unanimously.

RFP Process for Replacement Building F Project

Mr. Coffey presented an RFP process for review and approval of Mr. Dave Nagrodsky, D.N.A., BBRD architect of record, to conduct the RFP process for the Replacement Building F project.



BAREFOOT BAY RECREATION DISTRICT

By allowing Mr. Nagrodsky to run the RFP process he requested the waiver of some elements of the traditional RFP process as outlined in the Policy Manual. Mr. Coffey requested the following:

1. Use of traditional RFP document in lieu of a simplified notice letter
2. Simplified Criteria from page 11 of the Policy Manual
3. Removal of oral interviews by the RFP committee

Mr. Klosky made a motion to approve the Modified RFP Process for Building F Project. Second by Mr. Geier. Motion carried unanimously.

Replacement Building F RFP Committee

Mr. Coffey requested input from the Board regarding composition of an RFP Evaluation committee. He noted the requirements for the selection of RFP committee members per the Policy manual as follows: *Members of the Evaluation Committee shall consist of at least one (1) user department representative, one (1) Board member, and one (1) third-party non-employee resident chosen at the discretion of the Community Manager. The Community Manager and Board Chairman shall serve on the committee as non-voting members (Policy Manual, page 12).*

Mr. Klosky nominated himself for the required Trustee representative. Mr. Cavaliere also nominated himself for a position on the committee.

Mr. Lavier made a motion to nominate Mr. Cavaliere to the RFP Committee. Second by Mr. Geier. Motion carried unanimously.

Mr. Coffey announced the RFP Committee will officially consist of voting members, Mr. Cavaliere, Matt Goetz, Property Services Manager and former Trustee, Mr. Robert Peet as the 3rd voting member. Mr. Coffey and Mr. Diana will be non-voting members. The RFP will officially be released tomorrow October 14, 2017 and will be in place until closing on November 14, 2017 at 4:30PM.

Certification of DOR Amendment Ballot Results and Certification and Approval of Amended and Restated Deed of Restrictions.

On August 1, 2017, the Supervisor of Elections conducted the tabulation of the Mail Ballot Election for the proposed Amendments to the Amended and Restated Deed of Restrictions for Barefoot Bay. All 17 proposed initiatives received a majority vote in favor of approval. Article V, Section 4, the Board of Trustees must accept the election results, approve of the amendments (reflected on the attached draft), and approve of the execution of the draft Certificate of Approval. A clean copy of the Amended and Restated Deed of Restrictions for Barefoot Bay will be recorded in the Public Records of Brevard County, Florida. In addition to the amendments voted on, General Counsel Repperger requested approval of the change in the social membership fee amount found in Section III Article IV from \$495 plus tax to \$750 plus tax.

Mr. Lavier made a motion to approve the Amended and Restated Deed of Restrictions for Barefoot Bay. Second by Mr. Klosky. Motion carried unanimously.

ARCC Appointment

Staff received three letters of interest for the open seats on the ARCC committee. Mr. Geier offered to represent the Board as Liaison to the committee.

Mr. Lavier made a motion to select Trustee Geier as liaison to the ARC Committee. Second by Mr. Cavaliere. Motion carried unanimously.



BAREFOOT BAY RECREATION DISTRICT

Mr. Klosky made a motion to select Hurrol Brinker for the 2-year term. Second by Mr. Geier. Motion carried unanimously.

Mr. Klosky made a motion to select Melba Lochmandy for the 3-year term. Second by Mr. Lavier. Motion carried unanimously.

Mr. Klosky made a motion to select Al Grunow as Alternate for the 3-year term. Second by Mr. Lavier. Motion carried unanimously.

Utility and Golf Cart Replacements

Mr. Coffey explained that the FY18 R&M/Capital Budget contains \$42,600 for the replacement of one heavy duty utility cart and three golf carts used by Property Service Department personnel. He recommended purchases from WestcoTurf and Deere and Company with a saving of \$5000 to the budget. *Mr. Lavier made a motion to award contract for two Toro Workman GTX (heavy duty utility) carts from WescoTurf via state contracting in the amount \$19,027.84. Second by Mr. Cavaliere. Motion carried unanimously.*

Mr. Lavier made a motion to approve award contract for two John Deere TX model golf carts from Deere & Company (Everglades Equipment Group) via state contracting in the amount of \$17,970.62. Second by Mr. Geier. Motion carried unanimously.

D/E Video System Upgrade and Replacement

The recording and presentation of the District meetings have suffered in the past few years with intermittent issues due to the age of the recording equipment in Building D/E. Mr. Coffey stated that there is \$50,000 available in the R&M Contingency account that can be used for the upgrade of the antiquated AV equipment. He recommended the Board approve the quote to Encore Broadcasting Solutions and waive the second quote for exception to competition per the Policy Manual.

Mr. Klosky made a motion to waive the second quote requirement, award contract for upgrade and replacement of D/E video recording system to Encore Broadcasting Solutions in the amount of \$17,115.00 and instruct staff to transfer the monies from the FY18 R&M/Capital Contingency line-item to a new project line-item in the department. Second by Mr. Geier. Motion carried unanimously.

Winter Overseeding Award of Contract

Staff is prepared to begin the process of over seeding of the golf course fairways and lawn bowling field. Golf course maintenance vendor ABM, has submitted a proposal for the additional service for \$11,064.30. Sufficient budget exists in R&M Grounds line items in Golf-Pro Shop and Property Services: Recreation Departments for this expense. (In the next agenda item staff recommends adding a 9th exception to the Policy Manual which would apply in instances such as this where an existing vendor is requested to submit a proposal affecting long-term maintenance.)

Mr. Lavier made a motion to waive the second quote requirement and award contract for winter over seeding of golf course fairways and lawn bowling field to ABM in the amount of \$11,064.30. Second by Mr. Geier. Motion carried unanimously.

Policy Manual Revision

Mr. Coffey briefly went over the Policy manual changes the Board has had an interest in amending.

1. Neighborhood Revitalization Program language (page 11)



BAREFOOT BAY RECREATION DISTRICT

Beginning in FY16, the BOT has budgeted annually monies for the acquisition of distressed properties, the removal of the homes and the sale of the property in an effort to stabilize and revitalize neighborhoods in decline. On 25Jul17, the Neighborhood Revitalization Program BOT Sub-Committee was established by the BOT. On 05Sep17, NRP met and recommended to the BOT that the following language be added to the Policy Manual. Purchase or Sale of Properties by BBRD Using Neighborhood Revitalization Program (NRP) Funding The Chairman of the NRP BOT Sub-Committee shall be authorized to approve (as recommended by the Community Manager or designee) the expenditures of NRP funds in excess of \$7,500 and not to exceed \$25,000 by staff toward the acquisition of a target property identified by the Sub-Committee in accordance with NRP rules as established by the BOT. The purchase of the property shall be ratified by the Board of Trustees at the next scheduled regular meeting of the Board of Trustees. The Chairman of the NRP BOT Sub-Committee shall be authorized to sign any proposed contracts for sale of BBRD owned properties acquired through the NRP (as recommended by the Community Manager or designee). Once a property is under contract for sale, the transaction shall be placed on the next regularly scheduled BOT meeting agenda for confirmation. Any proceeds from sale of properties acquired through the NRP shall be added back into the NRP expenditure account via a budget amendment at the next available meeting after receipt of proceeds for said sale.

2. Use of Employment Agencies and/or Temporary Employees (page 11)

Previously, the BOT voiced a desire to amend the Policy Manual language by eliminating the BOT approval of use of said employment agencies or temporary employees unless a budget amendment is required. Currently, use of an employment agency resulting in expenditures greater than \$7,500.00 requires BOT pre approval.

3. Definition of an amenity (page 16)

On 23May17, the BOT approved the definition of "Amenity" as "something, such as a swimming pool or shopping center that is intended to make life more pleasant or comfortable for the people in a community."

4. Removal of 6 month golf membership and cleanup of associate language (pages 23-24)

Per BOT action to eliminate semi-annual memberships and expanded methods for payment of golf memberships, language in this section is deleted and revised to reference rules promulgated by staff.

5. Increase in one-time social membership fee (page 30)

Per BOT action within the FY18 Approved Budget, the one-time social membership fee is raised to \$750.00 plus tax.

6. Increase in seasonal social membership fee (page 31)

Per BOT action within the FY18 Approved Budget, the seasonal social membership fee is raised to \$25.00 plus tax.

7. Increase in annual adult renter's social membership renewal (page 31)

Per BOT action within the FY18 Approved Budget, the annual adult renter's social membership renewal fee is raised to \$50.00 plus tax.

8. Addition to exception to competition (page 8)

Addition of language "*Capital or R&M projects proposed by a vendor responsible for long-term maintenance when recommended by responsible department manager and approved by the Community Manager.*"

The addition of this 9th exception to competition would codify the current practice of not requiring a second quote or bid for work on the golf course when the first quote or bid is from ABM. In the past, staff has tried to obtain second or third quotes only to be typically told by other vendors that they were not interested due to the competitive disadvantage they had compared to the on-site maintenance company. On rare occasions second quotes were received they rarely were competitive.

9. Deletion of redundant language under Section 2.6 "Inventories" (page 2)

The deletion of the following sentence will eliminate confusion regarding similar language under the Section 2.7 "Fixed Assets": *A listing of all equipment for each department, with a purchase price greater than \$1,000 shall be maintained. Each item received is tagged with an all-weather tag.*

10. The addition of a sub-section entitled "Use of Pre-paid credit card" under Section 2.13 Procurement Policy, immediately following the "Blanket Purchase Orders."



BAREFOOT BAY RECREATION DISTRICT

Said proposed language as follows will decrease staff time involved in one-time purchases from vendors who we do not have credit accounts with and will decrease the use of petty cash.

Department Managers may be authorized by the Community Manager to use pre-paid credit card with a maximum limit of \$1,000.00 for minor purchases where credit accounts or payment by check is not acceptable or efficient. The Finance Manager or designee shall monitor the usage of departmental pre-paid credit card. Departments shall be limited to one-prepaid credit card. Said cards shall be secured stored by the Department Managers when not in use.

General Counsel Repperger read the resolution:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; PROVIDING FOR THE ADOPTION OF VARIOUS COMPREHENSIVE REVISIONS TO THE POLICY MANUAL ADOPTED MAY 8, 2009, ASSUBSEQUENTLY AMENDED THROUGH APRIL 25, 2017; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Mr. Klosky made a motion to approve the Policy Manual Amendments as written. Second by Mr. Geier. Motion carried unanimously.

Rules of the BOT Revision

Mr. Coffey recommended adding a line to the Rules of Trustees effectively explaining the addition of the NRP committee language which allows for trustees to sit on a sub-committee of the Board.

Duties and Responsibilities of the Chairperson of the Neighborhood Revitalization Program BOT Subcommittee (page 7-8)

Under Article VI (Duties and Responsibilities of Officers and Trustees, a new Section 5 is proposed which reads: The Trustee who is elected Chairperson of the Neighborhood Revitalization (NRP) Program BOT Subcommittee shall be authorized to approve (as recommended by the Community Manager or designee) the expenditures of NRP funds in excess of \$7,500 and not to exceed \$25,000 by staff toward the acquisition of a target property identified by the Sub-Committee in accordance with NRP rules as established by the BOT. The purchase of the property shall be ratified by the Board of Trustees at the next scheduled regular meeting of the Board of Trustees. The Chairman of the NRP BOT Sub-Committee shall be authorized to sign any proposed contracts for sale of BBRD owned properties acquired through the NRP (as recommended by the Community Manager or designee). Once a property is under contract for sale, the transaction shall be placed on the next regularly scheduled BOT meeting agenda for confirmation.

General Counsel Repperger read the resolution:

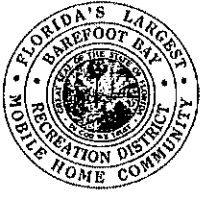
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; PROVIDING FOR THE ADOPTION OF VARIOUS REVISIONS TO THE RULES OF THE BOARD OF TRUSTEES; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Mr. Geier made a motion to accept the additional language to the Rules of Trustees as written. Second by Mr. Klosky. Motion carried unanimously.

FY17 Audit Planning Communications Letter

Mr. Coffey informed the Board of the receipt of the annual Audit Planning Communications which states the intention of BBRD independent auditor, Moore Stephens Lovelace, P.A. to commence their fieldwork in December. He stated that the final Audit presentation to the Board will likely take place in February of 2018.

Mr. Klosky made a motion to accept the annual Audit Planning Communications Letter. Second by Mr. Geier. Motion carried unanimously.



BAREFOOT BAY RECREATION DISTRICT

Employee Incentives Discussion

Mr. Cavaliere stated that this topic was brought to his attention in support of the employees that went over and beyond before, during and after the hurricane. He is asking for authorization for Mr. Coffey to implement a bonus program for employees that exceed their normal scope of duties.

General Counsel added some direction for the implementation of the bonus program. He maintained that due to Section 215.45 of the Florida Statutes, a policy has to be established to include specific mandates for a bonus program in order to establish the bonus program as requested.

Mr. Geier made a motion to authorize the Community Manager to reward employees that go above and beyond their normal scope of duties with a monetary bonus. Second by Mr. Klosky. Motion carried unanimously.

Mr. Geier made a motion to have staff develop a policy identifying an employee incentive bonus program for presentation to the Board at a future meeting. Second by Mr. Cavaliere. Motion carried unanimously.

Award of Bid of Cart Barn Roof Repair

Staff recommended award of contract for the golf cart barn repairs due to hurricane damages to Barefoot Services, Inc. in the amount of \$11,440.00.

Mr. Lavier made a motion to award the contract for the golf cart barn repairs to Barefoot Services, Inc. in the amount of \$11,440.00. Second by Mr. Cavaliere. Motion carried unanimously.

Softball Field Fence Replacement

The softball field outfield fence was damaged during Hurricane Irma. The only vendor to submit a bid out of several vendor searches was AAA Quality Fence, LLC. Staff recommended waiving the second quote requirement and awarding the contract to AAA Quality Fence, LLC.

Mr. Klosky made a motion to waive the second quote requirement and award the contract to AAA Quality Fence, LLC for \$14,250.00. Second by Mr. Geier. Motion carried unanimously.

Manager's Report

Office of the District Clerk

Safety Program Reimbursement – Staff received a check in the amount of \$1,620.89 from Preferred Governmental Insurance Trust for 50% reimbursement of eligible safety related expenditures.

Food and Beverage

Summer games party canceled – Originally planned for 17Sep17, the event was cancelled due to Hurricane Irma. A winter games party will be planned later in FY18.

NFL Ticket at the 19th Hole – The 19th Hole has the NFL ticket and the games are on every Sunday with happy hour pitcher prices and a special bar menu all day.

Annual Halloween party in the Lounge – Dress up for spooky fun on Friday, 27Oct17 from 7-10:30pm.

Music is by Ladies of Soul. There is a costume contest with prizes for top three best costumes and a raffle of a skull bottle full of Crystal Head Vodka.

Resident Relations

ARCC Updates:

03Oct17 had 22 permits reviewed and 21 were approved. One was denied.



BAREFOOT BAY RECREATION DISTRICT

The next ARCC meeting will be 17Oct17 at 9am in the BFBHOA Office. 29 permit applications are on the agenda.

Violations Committee Updates:

22Sep17 had 12 cases, 4 came into compliance and 8 were found in violation.

The next meeting is scheduled for 13Oct17 at 10am in Bldg. D/E. 45 cases are on the agenda with 27 having come into compliance before the meeting.

Golf-Pro Shop

Routine Work

Associate Professional recruitment update – Mr. Bill Balash will start 6Nov17.

Tournaments (call Pro Shop for details 664.3174)

Tuesday 7Nov17 @ 8:30 shotgun start: Ladies 9 & 18 Holvers League Invitational (must be a member of the 9 or 18 hole league)

Saturday, 18Nov17 @ 8:30 shotgun start: Member/Member Only Tournament (Sign up begins 01Nov17)

Friday, 01Dec17 @ 5:00pm Shotgun start: Night Golf Tournament (Sign up begins 01Nov17)

Special Projects

ABM awarded drainage work update – Project is complete.

Drainage work on holes 11, 12 & 16 update – Project is complete.

Pump house: Work started this week.

Bunker restoration: Targeted seven bunkers completed. Two more planned this season weather permitting.

Cart Barn roof repair awaiting award of contract.

ABM worksite privacy fence repairs – Temporary repairs of the fence is underway. Permanent repairs/replace will be conducted as time permits later in the year.

Annual Over-seed of course update – Due to forecasted above average temperatures, overseeding of the course will be delayed until early December to ensure proper germination. New schedule is 04Dec17 (back nine and practice green) and 05Dec17 (front nine and range tee).

Miscellaneous

Only 73 shopping days left before Christmas. Ernie says “Get your early Christmas shopping done at the Pro Shop.”

Property Services

Routine work

Repaired fence behind Tamarind Circle

Fixed large washout at “Guinther Bypass” (crushed concrete pathway between Egret Bridge and the Lounge)

Replaced broken basketball hoop

Addressed all DOR violations



BAREFOOT BAY RECREATION DISTRICT

Special Projects

New Veterans' Service Office Update – Installed carpet in the new veterans' office and continued office construction.

Irma Debris – Clean up storm damage from common areas is completed.

A/C Replacement – Installed new A/C unit in the salon/barber shop.

Building A Roof Replacement Update – The vendor has secured all permits and plans to meet with staff prior to commencement to discuss locations of dumpster, staging of equipment and access control into the Building during the project.

Pool#1 Walkway Roof Replacement Project Update – The vendor (Hough Roofing) is unresponsive to staff's efforts to determine a start date (contract signed in May). Staff will be placing cancellation of the contract and award of contract to another vendor on the 24Oct17 BOT agenda. Discussion ensued regarding the ramifications for the contracted roofing vendor essentially breaking the contract for the Pool 1 walkway roof replacement project.

Mr. Klosky made a motion to have staff send a letter officially nullifying the contract between Hough Roofing and the BBRD. Second by Mr. Lavier. Motion carried unanimously.

General

Impact of recent storm at the Beach.

To paraphrase an old idiom, "if you do not like the beach, just wait a few weeks." What Irma took away, the recent tropic wave returned mostly plus a lot of seaweed. Fortunately, the seaweed is a natural part of the beach ecosystem in Florida and once it dries out and decays, nutrients are returned to the soil enhancing the vegetation on the dunes.

Of note, the sand dumped back on the beach did tilt the end of the walkover slightly to the west, but no structural damage was detected.

Attorney's Report

General Counsel had no report.

Incidental Trustee Remarks

Mr. Cavaliere voiced concern on the abundance of paper ads accumulating in the storm drains due to newspaper vendors throwing them in the resident yards. He asked General Counsel what our options would be to stop this practice as our storm drains are being inundated with trash.

Mr. Rich Schwatlow stated that Hometown news is a requested weekly newspaper and not dropped off arbitrarily at resident's homes.

Mr. Cavaliere discussed the projects financing workshop which will be discussed next Tuesday evening at 7PM. He asked that the residents think carefully about what it is they want specifically for the future of Building D/E complex.

Mr. Geier thanked the HOA for holding the Candidate Forum next Thursday in Building A. He voiced disappointment that it would not be televised.

Mr. Geier also encouraged the residents to think about how we will finance the projects that we will discuss at the next workshop. He maintained that identifying the amount of money we will need to finance



BAREFOOT BAY RECREATION DISTRICT

the projects is key. Discussion ensued regarding Mr. Coffey's absence on the second meeting in October due to his annual FASD conference.

Mr. Geier made a motion to cancel the 2nd meeting in October 2017. Second by Mr. Cavaliere. Motion carried unanimously.

Mr. Diana reminded the audience that October is Breast Cancer Awareness Month and encouraged everyone to wear pink in honor of this very important issue.

Adjournment

The next meeting will be on Thursday, November 9, 2017 at 1PM in Building D/E.

Mr. Cavaliere made a motion to adjourn. Second by Mr. Lavier. Motion carried unanimously.

Meeting adjourned 8:25 PM.

Joseph Klosky, Secretary

Dawn Myers, District Clerk

Board of Trustees

Meeting Agenda Memo

Date: Friday, October 11, 2019
 Title: **One-time Social Membership Fee Waiver Request**
 Section & Item: 9.D.
 Department: Administration, Finance
 Fiscal Impact: \$750.00 plus tax
 Contact: Luann Henderson, Trustee, 2nd Chair, Charles Henley, Finance Manager, John W. Coffey ICMA-CM, Community Manager
 Attachments: waiver request, backup material, DOR excerpt
 Reviewed by
 General Counsel: No
 Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Consideration of a new property owner's request for waiver of his one-time social membership fee.

Background and Summary Information

The BBRD DOR requires the payment of a one-time social membership fee upon the genuine sale of property to a new owner.

Mr. Jason Collins recently purchased 467 Marlin Circle with the intent of flipping the property. He requested a waiver of the fee since he would not be using any of the amenities while owning the property. While staff was unable to grant such a request, Mr. Collins asked if the BOT could consider his request. Community Manager Coffey forwarded Mr. Collin's request to the Trustees individually and Trustee Henderson requested that said subject be placed on a future agenda for consideration by the BOT.

The DOR (on page 15 as attached) clearly states "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."

Hence, staff recommends the BOT deny Mr. Collin's request for waiver of the social membership fee he owes for purchasing 467 Marlin Circle.

John Coffey

From: Luann Henderson
Sent: Tuesday, September 24, 2019 5:13 PM
To: John Coffey
Subject: Re: FW: 467 Marlin request for waiver of one-time social membership fee payment

Please put it on the agenda. I'm interested as to what the others think. I sort of tend to ok the waiving of the fees, but on the other hand, will it set a precedent? I'm torn--let us discuss it at a meeting.

Luann

On Tue, Sep 24, 2019 at 4:35 PM John Coffey <jcoffey@bbrd.org> wrote:

Trustees,

A new property owner is requesting that you consider waiving his one-time social membership fee as he states his only interest is in flipping the property and will not be using any of the amenities. Please let me know if any of you wish to have this item placed on the October 11, 2019 agenda for formal consideration.

I have copied the property owner for his situational awareness.

Sincerely,

John W. Coffey, ICMA-CM

Community Manager

Barefoot Bay Recreation District

625 Barefoot Blvd.

Barefoot Bay, FL 32976

Phone: 772.664.3141

Fax: 772.664.1928

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

-----Original Message-----

From: Julie Mackenzie <juliemackenzie@bbrd.org>
Sent: Tuesday, September 24, 2019 11:49 AM
To: John Coffey <jcoffey@bbrd.org>
Subject: FW: 467 Marlin

-----Original Message-----

From: Jason Collins <jason@selectrealtyfl.com>
Sent: Tuesday, September 24, 2019 11:04 AM
To: Julie Mackenzie <juliemackenzie@bbrd.org>
Subject: Re: 467 Marlin

Julie,

Thanks for the reply. Are you able to forward my email to the Board of Trustees for consideration at the meeting, as I am unable to personally attend the meeting? Or possibly, send me their contact info. I will process the \$1,252.50 payment today for lien fees, etc. in anticipation of a favorable outcome regarding the social fee waiver.

Thanks for your help.

Jason Collins

321-426-5943

> On Sep 24, 2019, at 10:47 AM, Julie Mackenzie

> <juliemackenzie@bbrd.org>

wrote:

>

> Good Morning Jason,

>

> Only the Board of Trustees (BOT) have the authority to waive any

> mandated fees.

> The BOT meetings are conducted on the second Friday of every month at

> 1pm and on the fourth Tuesday of every month at 7pm.

> You are welcome to attend and ask for the waiver of the Social

> Membership Fee during the audience participation.

>

> Best Regards,

>

> Julie Mackenzie

>

> Accounting Associate

> Barefoot Bay Recreation District

> Tel: 772-664-3141

> Fax: 772-664-1928

> juliemackenzie@bbrd.org

>

>

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

>

>

>

>

>

> -----Original Message-----

> From: Jason Collins <jason@selectrealtyfl.com>

> Sent: Tuesday, September 24, 2019 10:12 AM

> To: juliemackenzie@bbrd.org

> Subject: 467 Marlin

>

> Morning Julie,

>

> We are in receipt of your letter concerning past due fees pertaining
> to the prior owner Theresa Tatro. The letter also specified a one time
> Social Membership fee of \$802.50. This property was purchased at a
> foreclosure auction with no intent to utilize any barefoot bay

> services or occupy the property. We have cleaned up the property
> (mowed the grass, pressure washed exterior, trimmed trees and made
> various interior updates) and intend to market the property sale
> sometime next week. This will obviously help all current owners by
> fixing an unsightly foreclosure property in the neighborhood.
> Therefore, we are requesting a waiver on paying the one time Social Fee.

>

> Upon confirmation, we will immediately send payment in the amount of
> \$1,252.50 for lot mow fees, legal fees, and lien fees as outlined in
> your letter.

>

> Thank you for time and I look forward to your response.

>

> Jason Collins

> 321-426-5943

September 4, 2019

467 Marlin Land Trust
PO Box 560237
Rockledge, FL 32956

RE: Account #4025 – 467 Marlin Cir, Barefoot Bay, FL 32976

To Whom It May Concern,

It has come to our attention that you acquired the above listed property. As a result, you owe a one-time Social Membership Fee of \$802.50, including tax. This Social Fee is due each time a property changes ownership unless it was transferred between immediate family members as defined in the Barefoot Bay Recreation District (BBRD) Deed of Restrictions (DOR) and Policy Manual.

Additionally, the account is \$1,252.50 past due from the previous owner Theresa Tatro. A lien was recorded on 5/7/2018 with Brevard County. This past due balance incurred by Ms. Tatro consists of lot mow fees, legal fees and lien fees. The total amount currently due on the account is \$2,055.00 that must be paid. Failure to pay within 10 days (or set up a payment plan) from today will result in additional lien fees, interest costs, attorney's fees, administrative and/or other fees. This total amount due was due at the time of your closing. Therefore, you are restricted from using the facilities of BBRD until the account is made current.

Visit our website www.bbrd.org for a copy of our Deed of Restrictions and Policy Manual.

Please submit payment to:
Barefoot Bay Recreation District
625 Barefoot Blvd.
Barefoot Bay, FL 32976.

If you have any questions, please feel free to contact me at (772) 664-3141 Ext #220

Sincerely,

Julie Mackenzie

Julie Mackenzie
Accounting Associate
Barefoot Bay Recreation District
juliemackenzie@bbrd.org



BAREFOOT BAY RECREATION DISTRICT

SATISFACTION OF CLAIM OF LIEN

Prepared by and return to:

Barefoot Bay Recreation District
625 Barefoot Blvd.
Barefoot Bay, FL 32976-7305

Acct #4025

KNOW ALL MEN BY THESE PRESENTS, that BAREFOOT BAY RECREATION DISTRICT, as the owner and holder of Claim of Lien in the amount of \$770.00 recorded on the 7th day of April 2018, and recorded in Official Records Book 8157, Page 180 of the Public Records of Brevard County, Florida, does hereby release said Claim of Lien, and the property described as follows:

Lot 0018 and Block 0002 Unit 2, Part --, BAREFOOT BAY according to the plat thereof recorded in Plat Book 0022, Page 0100 of the Public Records of Brevard County, Florida.

The record owner(s) of the property(ies) is (are)

Theresa M Tatro

In witness whereof, I have set my hand and seal this OCT 2, 2019 as Chairperson of the Barefoot Bay Recreation District

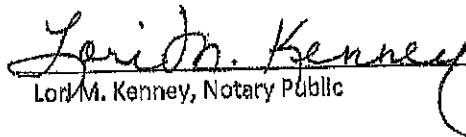
BAREFOOT BAY RECREATION DISTRICT

BY 
Joseph Klosky, Chairperson

State of Florida
County of Brevard

Before me this OCT 2, 2019, the undersigned authority, personally appeared Joseph Klosky, who is personally known to me as Chairperson of the Barefoot Bay Recreation District, and who acknowledged before me that he executed the above Release of Lien as an Officer of Barefoot Bay Recreation District, and that the same is the act and deed of said District.




Lori M. Kenney, Notary Public

Address:
625 Barefoot Boulevard
Barefoot Bay, Florida 32976-7305

Phone: (772) 664-3141
Fax: (772) 664-1928
www.bbbrd.org

Rec. 8127119
BK 2524 PG 1576

4025

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

05-2017-CA-030275-XXXX-XX

CARRINGTON MORTGAGE SERVICES,
LLC,
Plaintiff

300 67 87

VS.

ESTATE OF THERESA TATRO; UNKNOWN
SPOUSE OF THERESA TATRO; BAREFOOT
BAY RECREATION DISTRICT; BAREFOOT
BAY HOMEOWNERS ASSOCIATION, INC.;
SECRETARY OF HOUSING AND URBAN
DEVELOPMENT; JEFFREY ALAN TATRO;
BRIAN MICHAEL TATRO; UNKNOWN
TENANT #1; UNKNOWN TENANT #2,
Defendant(s),

CERTIFICATE OF TITLE

The undersigned Clerk of Court certifies that he/she executed and filed a Certificate of Sale in this action on August 14th, 2019 for the property described herein and no objections to the sale have been filed in the time allowed for filing objections.

The following property in Brevard County, Florida:

LOT 13, BLOCK 2 OF BAREFOOT BAY MOBILE HOME
SUBDIVISION, UNIT ONE, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 22, PAGE 100, OF THE PUBLIC RECORDS OF
BREVARD COUNTY, FLORIDA. TOGETHER WITH A MANUFACTURERED
HOME, MODEL 1998 GLENBROOK, WITH THE MANUFACTURER'S
IDENTIFICATION NUMBERS FLFLL79A09087G1 AND FLFLL79B087G1.

Property Address: 467 Murlin Circle Barefoot Bay, FL 32976

WAS SOLD TO:

467 Murlin Land Trust with RE Support Service,
LLC as trustee dated 8/14/19

Full power and authority is hereby granted to said Trustee pursuant to Section 689.071, Florida Statutes, to improve, subdivide, protect, conserve, sell, lease, encumber, mortgage, and otherwise manage and dispose of said property or any part thereof. In no case shall any party dealing with said Trustee in relation to said property, or to whom said property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said property, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement.

Account: 4025

2-80/710

Please Direct Any Questions To:
877-246-7923
Payment Processing Center
P.O. Box 74618
Chicago, IL 60676-4618
NORTHERN TRUST

0067300661

September 27, 2019

JASON COLLINS
PO BOX 560237
ROCKLEDGE, FL 32956-0237

MEMO: 467 Marlin Acct# 4025

Pay ONE THOUSAND TWO HUNDRED FIFTY TWO AND 50/100

DOLLARS

\$ *****1,252.50

TO
THE
ORDER
OF

BAREFOOT BAY RECREATIONAL DISTRI
625 BAREFOOT BLVD
BAREFOOT BAY, FL 32976-7305



06665

REMITTANCE VOID IF NOT CASHED WITHIN 90 DAYS.

AUTHORIZED SIGNATURE



4025.01

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.

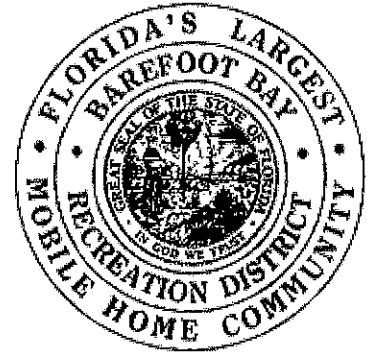
Section 3. Duration of Covenants.

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

Board of Trustees

Meeting Agenda Memo

Date: Friday, October 11, 2019
Title: **2020 Independence Weekend Fireworks Display**
Section & Item: 9.E.
Department: Property Services, Recreation
Fiscal Impact: \$10,000
Contact: Kathy Mendes, Food & Beverage Manager, Matt Goetz, Property Services Manager, John W. Coffey ICMA-CM, Community Manager
Attachments: Proposal
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Waiver of second bid requirement and approval of the attached proposal.

Background and Summary Information

The FY20 Budget contains \$10,000.00 in the Property Services Department: Recreation Sub-Department: Resident Activities line-item for the third annual fireworks display on the Sunday after Independence Day. Zambelli was the vendor who provided the 2018 and 2019 displays, staff and residents were very happy with their product. Hence, staff solicited a new proposal from the company for the July 5,, 2020 display. The rainout makeup date would be November 11, 2020.

Staff, recommends the BOT waive the second bid requirement and approve the proposal from Zambelli in the amount of \$10,000.00.

ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 26th Day of July, 2019, by and between:

Zambelli Fireworks Manufacturing Co., of New Castle, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

Barefoot Bay Recreation District (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below (hereinafter referred to as the "Postponement Date") if the Display is postponed as provided herein, which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

Display Date: July 5, 2020

Postponement Date: 11/11/20

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of \$10,000 (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due at noon three (3) days prior to the Display Date. Zambelli reserves the right to add to Client's invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third party shipping costs) to Zambelli after the date of this Contract. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless

otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.

5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:
 - (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
 - (b) Zambelli will secure all permits necessary for the Display as required, including but not limited to police, local, and state permits, and arrange for any security bonds or insurance as required by law. In addition Zambelli will notify and obtain permission from the FAA to display fireworks. Client will assist Client when appropriate in completing permit applications.
 - (c) If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police and monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as

reasonably determined by Zambelli, the Display will be cancelled and there will be no refund of the Deposit or fifty percent (50%) of the Purchase Price, whichever is greater.

11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
 - (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (c) If Client cancels the Display from five (5) days prior to the Display to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.
12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character or performance of the Display.
13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
15. This contract shall be deemed made in the State of Florida and shall be construed in accordance with the laws of the State of Florida, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the State of Florida and the Federal District Court for the Southern District of Florida to decide all disputes regarding this Contract.
16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.

18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorney's fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.
21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to 625 Barefoot Blvd., Barefoot Bay, FL 32976.
23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
24. _____

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR Client:

FOR: Zambelli Fireworks Manufacturing Co.

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please sign contract where indicated for Client and return all copies for final acceptance to:

Zambelli Fireworks Manufacturing Co.
1060 Holland Drive, Suite J
Boca Raton, FL 33487
561-395-0955 FAX 561-395-1799

Board of Trustees

Meeting Agenda Memo

Date: Friday, October 11, 2019
 Title: **Bandshell Award of Contract**
 Section & Item: 9.F.
 Department: R&M/Capital Projects
 Fiscal Impact: \$17,700.00
 Contact: Kathy Mendes, Food & Beverage Manager, John W. Coffey
 ICMA-CM, Community Manager
 Attachments: Barefoot Services bid, Superior bid
 Reviewed by
 General Counsel: No
 Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Award of contract from construction of a bandshell lakeside of the Lounge.

Background and Summary Information

The FY20 Budget contains \$20,000.00 in the R&M/Capital Department for the construction of a bandshell in the southwest corner of the "Lakeside of the Lounge" area. Staff solicited the following quotes:

- \$17,700.00 Barefoot Services (for a composite decking structure, including permitting, installation, ceiling fans and power outlets)
- \$16,354.65 Superior Recreation Products (for design, materials, and freight (installation and permitting not included))

The reader should note Barefoot Services is the vendor who constructed the Golf Course Pump House while Superior Recreation Products is the supplier of the Pavilion materials and design.

Based on cost, design and prior experience with each vendor, staff recommends the BOT award contract for construction of a bandshell Lakeside of the Lounge to Barefoot Services in the amount of \$17,700.00.

Kathy Mendes

From: Dwayne Dingus
Sent: Thursday, August 15, 2019 4:51 PM
To: kathymendes@bbrd.org

Hello Kathy , I have two proposals for the covered stage . the price using concrete is \$22,300 . The price for using composite deck boards is \$17,700 . There are several color options should you decide on composite . All of the details will be on the engineered plans . Please call or email with questions . Thanks for the opportunity!

Sent from Mali for Windows 10



1050 Columbia Dr.
Carrollton, GA 30117

1.800.327.8774
superiorrecreation.com

QUO0168594

CREATED: 1/10/2019
EXPIRES: 2/9/2019

PROJECT NAME

NOTES

BILL TO

SHIP TO

TERMS

Prepaid

Barefoot Bay Recreation District
625 Barefoot Blvd
Sebastian FL 32976

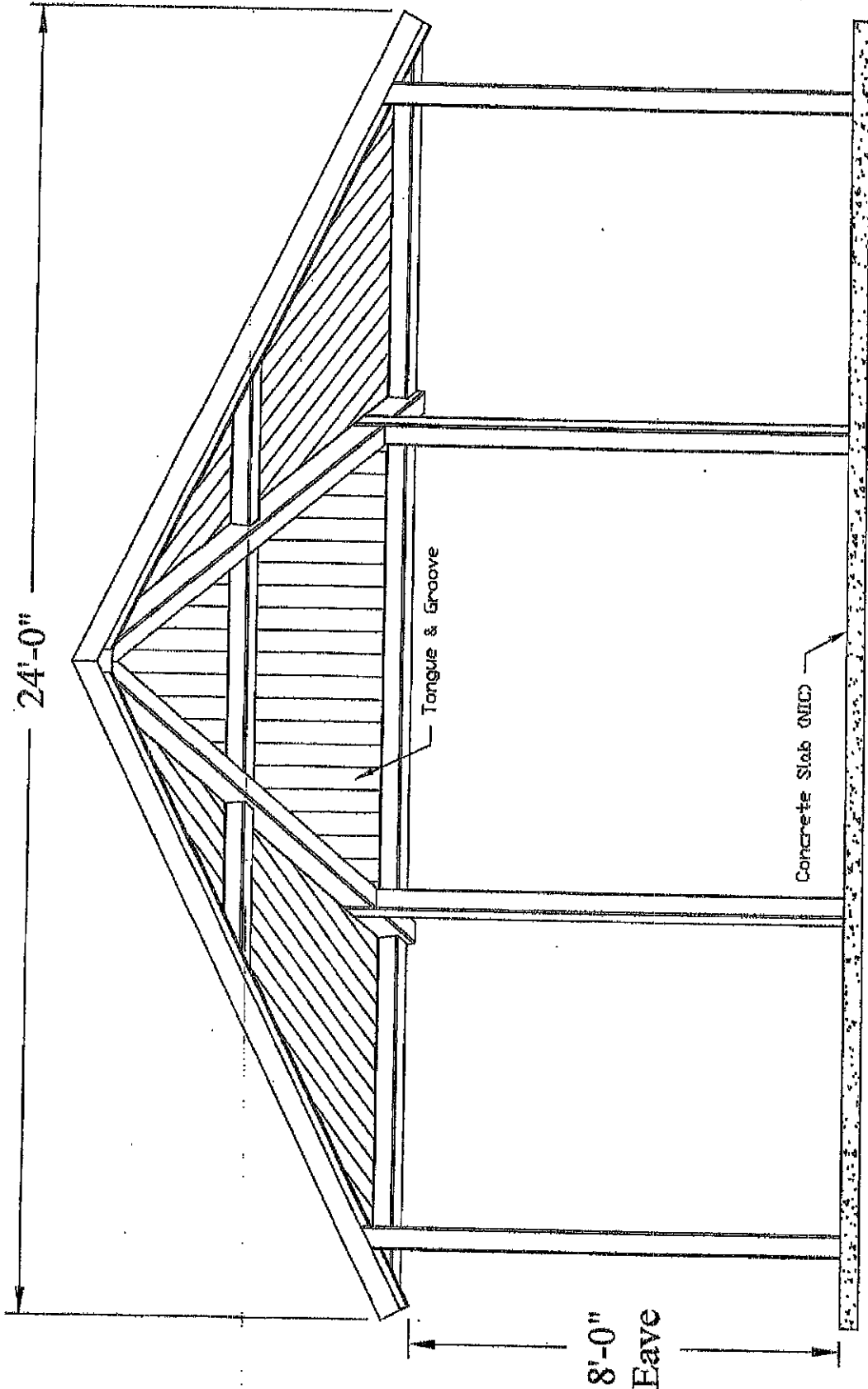
Barefoot Bay Recreation District
625 Barefoot Blvd
Sebastian FL 32976

QTY	ITEM	UNIT PRICE	EXTENDED PRICE
1	Custom Shelter Design - 24'x14' (SF) Half Octagonal Band Structure; 6:12 Pitch; 8'-0" Eave Height; X6 Standard Column Design; Standard 4" Sub Surface Mount; Pre-Fabricated Ready To Assemble Framework; Superdurable Polyester TGIC 6 mil thick Powder Coated Framework "Using SRP's Standard Color Options"; 2"x6" (NOM) SYP #1 Grade Tongue & Groove Decking w/ 29 Ga. 36" Wide x 13/16" Deep Max-Rib 80 KSI Pre-Cut Multi Rib Kynar 500 Coated Pre-Cut Metal Roofing "Using SRP's Standard Color Options".	\$14,831.65	\$14,831.65
1	Engineering: Sealed Drawings & Fees Quote - Sealed Drawings & Calculations Provided In 8 1/2"x11" Format X4 Copies of Each + Digital Copies With Pier And Spread Footer Analysis Included. Engineered Sealed Drawings Will Be performed To Meet Current Published Local Codes and Conditions. Includes Epoxy Analysis With True Surface Mount Designs. <ul style="list-style-type: none"> • Check With The City Ordinances To Verify Any Special Requirements Prior To Sealing Structure. • Additional Alterations/Revisions Will Be Subject To Added Fees. • If Available Include A Soils/Geotechnical Report (Location Specific To This Design). 	\$1,000.00	\$1,000.00
1	Freight: Freight Out Billable and Handling - Freight: Freight Out Billable and Handling	\$523.00	\$523.00
		Subtotal	\$16,354.65
		Tax (0%)	\$0.00
		Net Total	\$16,354.65

Thank you for the opportunity to quote your upcoming project! If you have any questions, please contact our Customer Service Department at 1.800.327.8774. Quotes do not include installation or safety surfacing unless otherwise noted. In the event of any inconsistencies in regards to terms, the terms stated on this quote shall control.

PREPARED BY: Michael Derbecker
Page 1 of 1

play. relax. live.

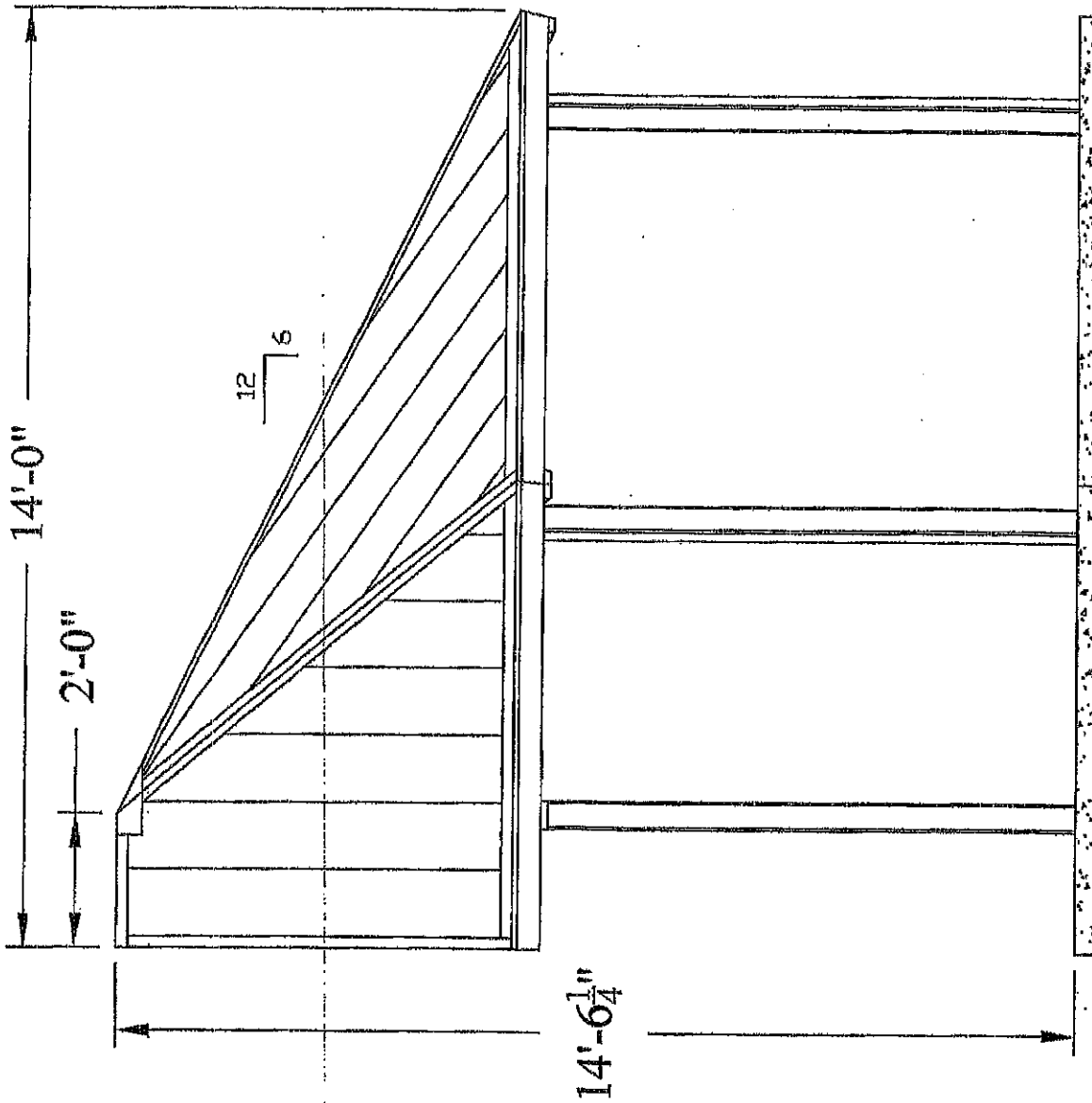


These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed structural engineer upon request.

DATE: 1/11/2019
 DRAWN BY: ACA
 SHEET: 1 of 5
 SCALE: NOT TO SCALE

DESCRIPTION: 24'x14' (ST) Half Oct Band Structure
 QUOTE #: QU00168594
 PROJECT NAME: TBD

SHELTER
 BY SUPERIOR RECREATIONAL PRODUCTS



These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed structural engineer upon request.

DRAWN BY
ACA

DATE
1/11/2019

DESCRIPTION:
24'x14' (SF) Half Oct Band Structure

SHELTER
BY SUPERIOR RECREATIONAL PRODUCTS

SHEET
2. of 5.

SCALE
NOT TO SCALE

PROJECT NAME:
TBD

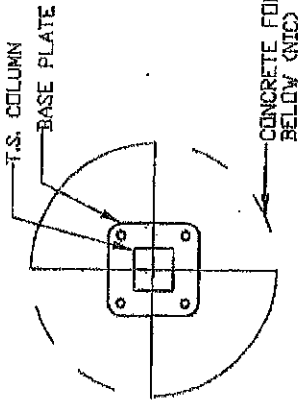
QUOTE #:
QU00158594

FOUNDATION NOTE:

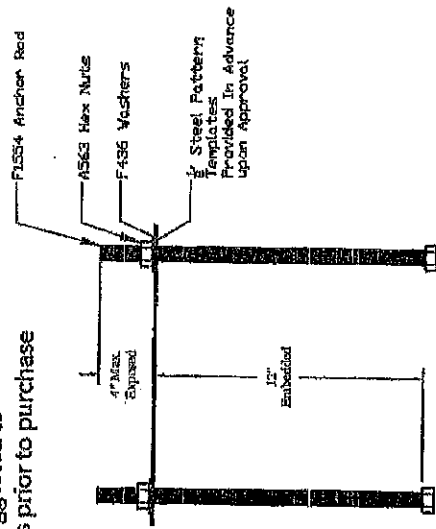
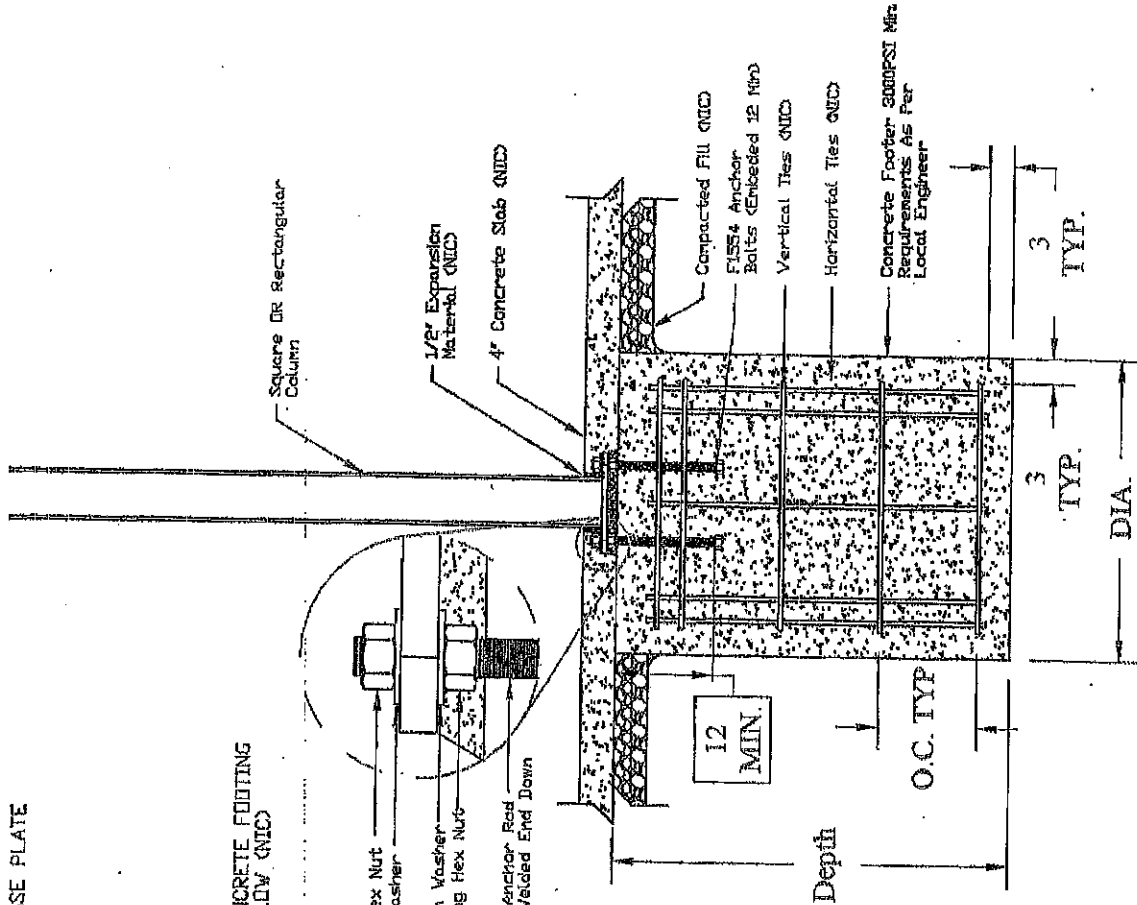
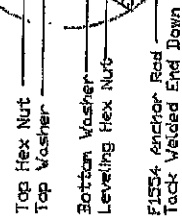
All foundation design information should be considered as preliminary only. A local soils engineer shall be retained to design the foundation according to local conditions and codes. Final design of the footing/foundation is the responsibility of the general contractor/owner. SRP's analysis and design will pertain strictly to a pier foundation to adequately support structures. All other foundation/masonry design requirements by others

MISC. INFORMATION:

- Any unique design requirements should be mentioned up front during quoting or prior to purchasing sealed drawings.
- If available providing a soils report with the purchase of the sealed drawings may help to reduce footer requirements.
- SRP utilizes cylindrical footer designs as an industry standard. If specifically requested or special conditions require, SRP will provide spread footer designs. Epoxy analysis designs will require separate fees upon request.
- As a safe practice it is suggested to acquire sealed drawings prior to purchase of structures.



COLUMN-BASE-PLATE PLAN



TEMPLATE ASSEMBLY (NTS)

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed structural engineer upon request.

DRAWN BY
ACA

DATE
1/11/2019

DESCRIPTION:
24"x14" (SF) Half Oct Band Structure

SHEET
4. of 5.

SCALE
NOT TO SCALE

PROJECT NAME
TBD

QUOTE #:
QU00168594

SHELTER

BY SUPERIOR RECREATIONAL PRODUCTS

GENERAL MATERIAL SPECIFICATIONS & NOTES:

1. ALL STRUCTURAL STEEL TUBING SHALL BE ASTM A-500 GRADE B-C.
2. ALL OTHER STEEL (PLATES, GUSSETS, ETC.) SHALL BE ASTM A-36.
3. ALL WELDING IS TO BE DONE IN ACCORDANCE WITH LATEST AWS STANDARDS. ALL WELDS ARE TO DEVELOP FULL STRENGTH OF COMPONENT PARTS. (E17081 ELECTRODES)
4. INCLUDED HARDWARE IS TO BE ASTM A-325 UNLESS OTHERWISE NOTED.
5. PRODUCTION OF LAMINATED MATERIALS WILL BE IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARD ANSI A190.1 STRUCTURAL GLUED LAMINATED TIMBER.
6. IF INCLUDED TONGUE & GROOVE WILL BE #1 Grade V-GROOVED SYP CONTAINING 15-20% MOISTURE CONTENT.
7. POWDER COATING PROCESS
 STAGE 1 - Blast all steel to "Near White" condition to remove all surface rust and oil.
 STAGE 2 - Remove dust from the blast process in stage 1.
 STAGE 3- This stage is the Electrostatic Application of Epoxy TGIC Powder Coating Zinc Rich Primer. Unlike any other shelter manufacturer, we are utilizing an actual TGIC Zinc Powder Coating Rich Primer. This stage 3 application is applied at 3 mils and has been salt spray tested for 4,000 + hours using the ASTM Method B117. (Note: The 4,000 hours of salt spray testing is only with the Zinc Rich TGIC Powder Coat Primer and before the Stage 5.
 STAGE 4- This process heats the steel and primer to ensure optimal adhesion with the next stage.
 STAGE 5- This stage is the Electrostatic application of TGIC Top Powder Coat at 3 mils. This application, along with the Stage 4 Epoxy TGIC Powder Coating Zinc Rich Primer, produces a total of 6 mils of finished Powder Coating and has tested at 5,000+ hours using the ASTM Method B117. It is important to note that testing was discontinued at 5,000 hours.
8. STAGE 6- Curing Process: The final stage is to allow coated components the time to cure by cooling down.
 IF INCLUDED METAL ROOFING IS TO BE ACRYLIC COATED GALVALUME® FLUROPOLYMER (Kymar 500® PVDF resin-based). ALL METAL ROOFING WILL COME PRE-CUT UNLESS NOTED OTHERWISE. METAL ROOFING TRIMS WILL COME IN STANDARD SECTIONS AND WILL REQUIRE NOTCHING OR CUTTING IN FIELD.

GENERAL NOTES:

- UNLESS REQUESTED THIS BUILDING HAS BEEN DESIGNED AS A FREE STANDING, OPEN STRUCTURE. IF WALLS ARE TO BE ADDED, OR IF THE BUILDING IS TO ADJOIN ANOTHER STRUCTURE, OR IF OTHER MODIFICATIONS ARE TO BE MADE, THE STRUCTURE MUST BE REENGINEERED PRIOR TO THESE MODIFICATIONS.
- IF SPECIFICATIONS ARE PROVIDED ALL DESIGNS ARE TO BE CONSIDERED TO BE AS EQUAL AND NOT AN EXACT MATCH. DESIGNS WILL CONFORM TO SRPS MANUFACTURING METHODS AND MATERIALS AVAILABLE.

ABBREVIATIONS:

- AS - ALL STEEL
- SF - STEEL FRAME
- DT - DUO-TOP
- T&G - TONGUE & GROOVE
- NIC - NOT IN CONTRACT
- O.C. - ON CENTER
- TYP - TYPICAL

SHELTER

BY SUPERIOR RECREATIONAL PRODUCTS

DESCRIPTION: 24'x14' (SF) Half Oct Band Structure
 QUOTE #: QUC00168594
 PROJECT NAME: TBD

DATE: 1/11/2019
 SCALE: NOT TO SCALE

DRAWN BY: ACA
 SHEET: 5. of 5.

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed structural engineer upon request.

Board of Trustees Meeting Agenda Memo

Date: Friday, October 11, 2019
Title: **Mower Replacement**
Section & Item: 9.G.
Department: R&M/Capital Projects
Fiscal Impact: \$32,332.24
Contact: Matt Goetz, Property Services Manager, John W. Coffey
ICMA-CM, Community Manager
Attachments: Bid, state bid pricing
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Review and award of contract.

Background and Summary Information

Budgeted for FY20 is the replacement of the commercial lawn mower. Staff solicited the following quote from the state bid system (competitively sourced on an annual basis by the State of Florida).

WescoTurf \$32,332.24

The reader should note that the state bid discount of 21% represents a savings of \$8,594.65 over retail prices.

Sufficient budget is available in the R&M/Capital Contingency line item to cover the difference.

Staff recommends the BOT award contract for a replacement mower to WescoTurf in the amount of \$32,332.24 using the state bid system pricing.



2101 Cantu Court, Sarasota FL 34232

300 Technology Park, Lake Mary FL 32746

7037-37 Commonwealth Avenue, Jacksonville, FL 32220

October 3, 2019

Quote #: Q-00021163

Matt Goetz, Property Services Assistant
Barefoot Bay Rec District
895 Falcon Dr
Barefoot Bay, FL 32976

Bill To: 307512
BAREFOOT BAY REC DISTRICT
625 BAREFOOT BLVD
BAREFOOT BAY, FL 32976

Ship To: 310154
BAREFOOT BAY REC DISTRICT
GOLF MAINTENANCE
1225 BAREFOOT BLVD
BAREFOOT BAY, FL 32976-7001

State Contract Number: 21100000-15-1 - All pricing is valid for thirty (30) days

Total Units	Qty	Model No	Description	MSRP Each	Discount	Price Each	Extended Unit Price
1	1	31200	Toro Groundsmaster 360 4WD T4F w/o Deck	37,050.99	21%	29,270.28	\$32,332.24
	1	30353	72" Base Deck	3,337.47	21%	2,636.60	
	1	30549	72" Rear Discharge Completion Kit	538.43	21%	425.36	

Terms:	Net 30 Days
Equipment Total	\$ 32,332.24
State Sales Tax (6.00% + 1.00% County Surtax)	\$ 0.00
Total	\$ 32,332.24

Please indicate your acceptance of this quote as an order by signing below and returning via e-signature or via fax to Wesco Turf at 941.487.6889. Please include your preference for height of cut and requested delivery dates where applicable.

Check this box if you DO NOT want to receive a hard copy of the Parts Manual.

PDF version is also available online at <https://www.wescoturf.com/content/51-toro-manuals>

Signed: _____

Name: _____

Date: _____

PO: _____

The above quote meets or exceeds ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty.

The preceding pricing is good for 30 days, not including Sales Tax, after which time new pricing would have to be submitted. Time of delivery may vary; please check when placing order. All payments are subject to state and local taxes.

Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Bill Wallace

Commercial Golf / Sports Fields & Grounds Territory Manager - Lake Mary
(321) 403-1074, bill.wallace@wescoturf.com

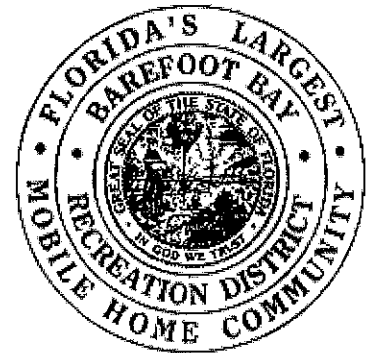
Item Description
21100000-15-1 Agriculture and Lawn Equipment
Wesco Turf, Inc.

Sub Group	Model	Item Description	State Price
Group 9 Sub Group 15			
B	30609	Toro Groundsmaster 4000-D T4F	\$ 60,051.04
B	30636	Toro Groundsmaster 4100-D T4 Includes Cab & A/C, Seat & Suspension	\$ 73,994.96
B	30608	Toro Groundsmaster 4100-D T4F Includes Seat & Suspension	\$ 59,994.46
B	30644	Toro Groundsmaster 4110-D T4 Includes Cab & A/C, Seat & Suspension	\$ 74,033.60
B	31698	Toro Groundsmaster 5900-D T4F w/ 2-Post ROPS, Premium Seat, Air Ride Seat Suspension, Road/Work Lights, Signal/Flasher Lights, Brake Lights, SMV Sign	\$ 90,238.76
B	31699	Toro Groundsmaster 5910-D T4F w/ ROPS Cab, A/C, Heater, Premium Seat, Air Ride Seat Suspension, Brake Lights, SMV Sign. NOTE: Optional Road/Work Light	\$ 104,667.99
B	30358	Brimh Canvas Shade Can't use w Hi-Lift collection	\$ 184.00
B	30841	Work Light Kit	\$ 217.46
B	03614	Golf Ball Operator Guard For Riders	\$ 477.14
B	30456	60" Side Discharge Deck	\$ 3,111.35
B	30481	72" Side Discharge Deck	\$ 2,959.21
B	30955	72" Base Deck	\$ 2,654.50
B	30346	72" Fine Cut Recycler Completion Kit	\$ 428.55
B	30958	72" Rear Discharge Completion Kit	\$ 425.36
B	30304	72" Guardian Recycler Completion Kit	\$ 317.09
B	30701	Cab Road Light Kit for 31202	\$ 645.21
B	31211	Triple Bagger (Works with a 72in side discharge deck)	\$ 1,908.74
B	31212	72" Deck Blower Kit	\$ 1,422.65
B	30378	V-Plow Mounting Kit	\$ 428.55
B	30579	GM360 Front Deck Lift	\$ 295.52
B	44547	Toro ProForce Blower for GM360 4WD	\$ 5,555.99
B	30509	Front Frame, OAS GM360 4WD	\$ 3,527.95
B	30348	60" Side Discharge Recycler Kit	\$ 245.34
B	30347	72" Side Discharge Recycler Kit	\$ 241.36
B	31509	GM Beacon Kit for Toro Built Cabs	\$ 235.58
B	30287	Speed Reduction Kit (F15 and newer models)	\$ 241.36
B	31101	100" Deck	\$ 10,780.60
B	31109	Adapter Kit GM 360 100in Deck	\$ 473.77
B	30511	Grammar Seat w/Air Ride Suspension & Vinyl Cushions	\$ 1,084.11
B	30513	Road Light Kit - North America (No Cab)	\$ 717.70
B	31105	Leaf Mulching Kit for 100" Deck	\$ 795.76
B	30349	Universal Sunshade White	\$ 521.74
B	30552	Red Universal Mount Sunshade	\$ 642.82
B	31311	Windshield Wiper Kit for TREX Glass Windshield	\$ 405.45
B	31596	LED Work Light Kit (4 Lights, 2 Front, 2 Rear)	\$ 514.58
B	30420	Guardian Recycler Convers. Kit	\$ 1,142.26
B	30422	Leaf Mulching Kit	\$ 1,142.26
B	31352	2 Post ROPS Extension Kit (includes White Sunshade)	\$ 1,775.53
B	31325	Tempered Glass Window Shield	\$ 439.79
B	31324	Abrasion Resistant Polycarbonate Wind Screen	\$ 1,848.01
B	30661	Beacon Kit	\$ 281.98
B	30706	Cab-Light Kit (GM5910/GM4010/4110)	\$ 421.38
B	31596	LED Work Light Kit (4 Lights, 2 Front, 2 Rear)	\$ 514.58
B	31512	Back Up Alarm	\$ 109.13
B	30414	North American Road Light Kit	\$ 724.07
B	30476	Right Cutting Unit - GM4000	\$ 3,263.49
B	30477	Left Cutting Unit - GM4000 Service Deck	\$ 383.14
B	30303	72" Rear DC Completion Kit	\$ 390.31
B	30305	Rear Discharge Completion Kit	\$ 313.05
B	30306	62" Deck Completion Kit	\$ 382.35
B	30312	Mechanical Seat Suspension	\$ 382.35

0	03712	32" HD 8 Blade DPA Cutting Unit	\$	3,981.99
0	03713	27" HD LH Groomer Kit	\$	1,950.77
0	01336	16" Steel Wheels - Pair	\$	462.00
Group 17 Sub Group 33				
B	33145	Toro 3 Unit Universal Frame	\$	2,189.74
B	33455	Toro 5 Unit Transport Frame	\$	11,549.28
B	03170	Toro Reelmaster 3100-D	\$	18,320.01
B	03171	Toro Reelmaster 3100-D Sidewinder	\$	21,107.96
B	30344	Toro Groundsmaster 3280-D 2WD 215lb Rear Weight Standard	\$	14,558.67
B	30345	Toro Groundsmaster 3280-D 4WD 50lb Rear Weight Standard	\$	17,287.68
B	31202	Toro Groundsmaster 360 4WD T4F with Cab No Deck	\$	38,178.18
B	31200	Toro Groundsmaster 360 4WD T4F w/o Deck	\$	29,270.28
B	30495	Toro Groundsmaster 7200 No Deck	\$	15,166.45
B	30695	Toro Groundsmaster 7210/72" T4F w/ No Deck	\$	22,269.34
B	30807	Toro Groundsmaster 3500-D	\$	30,711.26
B	30809	Toro Groundsmaster 3500-G	\$	33,586.03
B	30849	Toro Groundsmaster 3505-D	\$	27,214.37
B	30864	Toro Groundsmaster 4300-D T4F (Includes All 5 Decks & Seat)	\$	49,052.78
B	30881	Toro Groundsmaster 4500-D T4F	\$	61,257.62
B	30882	Toro Groundsmaster 4700-D T4F	\$	71,299.82
0	33452	5 to 7 Unit Transport Frame Conversion Kit	\$	3,185.43
0	33155	3 to 5 Unit Universal Frame Conversion	\$	1,791.46
0	01005	30" 5 Blade Cutting Unit	\$	2,787.15
0	01007	30" 7 Blade Cutting Unit	\$	2,826.98
0	01011	30" 11 Blade Cutting Unit	\$	2,906.64
0	01304	16" Semi-Pneumatic Wheels Low Profile - Pair	\$	469.17
0	01323	16" Pneumatic Wheels - Pair	\$	238.17
0	01035	18" Semi-Pneumatic Wheels	\$	556.79
0	03172	RM 3100 27" Lift Arm Kit	\$	875.42
0	03173	RM 3100 32" Lift Arm Kit	\$	1,074.56
0	03185	RM 3100 27" Basket Kit (Set of 3)	\$	1,433.01
0	03614	Golf Ball Operator Guard For Riders	\$	477.14
0	30358	Bimini Canvas Shade can't use w Hi-Lift collection	\$	184.00
0	30629	Deluxe Suspension Seat Upgrade	\$	533.69
0	30841	Work Light Kit	\$	217.46

Board of Trustees Meeting Agenda Memo

Date: Friday, October 11, 2019
Title: **Shopping Center Roof Replacement Design: Change Orders #1 & #2**
Section & Item: 9.H.
Department: R&M/Capital Projects
Fiscal Impact: \$5,975.00
Contact: John W. Coffey ICMA-CM, Community Manager, Matt Goetz, Property Services Manager
Attachments: 519157 Additional Service-01, 519157 Additional Service-02, Policy Manual excerpt
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Approval of change orders #1 & #2 for design of the Shopping Center Roof Replacement Project

Background and Summary Information

On August 9, 2019, the BOT approved the TLC design proposal in the amount of \$20,020.00 for the design of the replacement of the Shopping Center (for the development of construction drawings to remove the 2014 installed pitch roof and to install a new flat roof).

Upon the visual inspection of the roofs and ceilings within the two buildings last month, TLC communicated the need for the following change orders:

\$1,600.00 Change Order #1

(To provide roof tie-off points for existing rooftop equipment that do not meet current Building Codes for setback distance from roof edges. This course of action will permit the re-location of the equipment in the future when the unit needs to be replaced versus the higher cost of bringing in a crane truck to relocate the equipment as part of the re-roofing project.

\$4,375.00 Change Order #2

To provide supplemental design services to relocate the existing grease exhaust fan on Building 937 that does not meet current building codes for set-back from the roof edge.

The BBRD Policy Manual requires the BOT to approve all change orders over 10% of the original project cost unless exempted for certain reasons. These changes do not meet the exemption standards that permit the Community Manager to approve them.

There is sufficient monies in R&M/Capital Contingency to fund this expenditure.

Hence, staff recommends the BOT approve change orders #1 and #2 in the amount of \$5,975.00 and authorize staff to execute a budget transfer from R&M/Capital Contingency to the project account.



September 27, 2019

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

**Re: Barefoot Bay 935/937 Reroofing
Additional Services Request - 01
TLC Project Number: 519157**

Dear Mr. Coffey:

Per our conversation on Tuesday, September 24, 2019, TLC Engineering has developed the following proposal to provide supplemental services for the referenced project.

Additional service is based on the following scope items: Provide supplemental structural and architectural design services to provide roof tie-off points for existing rooftop equipment less than 10'-0" from the roof edge with low parapets as required to satisfy the equipment maintenance safety and clearance requirements on building 935 roof. Tie-off points are being provided in-lieu of relocating existing roof mounted equipment to provide minimum clearances from the roof edge.

TLC is prepared to provide supplemental services as outlined above for a fixed fee of **\$1,600.00.**

All other terms of our original proposal dated August 2, 2019 would apply unless specifically modified by this proposal.


If our proposal is acceptable, your signature below will confirm our authorization to proceed. Retain one copy and return one copy to TLC at the address on 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.

Please give me a call with any questions or comments.

Sincerely,

TLC Engineering Solutions


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: _____



September 27, 2019

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

**Re: Barefoot Bay 935/937 Reroofing
Additional Services Request - 02
TLC Project Number: 519157**

Dear Mr. Coffey:

Per our conversation on Tuesday, September 24, 2019, TLC Engineering has developed the following proposal to provide supplemental services for the referenced project.

Additional service is based on the following scope items: Provide supplemental structural, mechanical, and architectural design services to replace and relocate the existing grease exhaust fan on building 937 roof.

TLC is prepared to provide supplemental services as outlined above for a fixed fee of **\$4,375.00**.

All other terms of our original proposal dated August 2, 2019 would apply unless specifically modified by this proposal.


If our proposal is acceptable, your signature below will confirm our authorization to proceed. Retain one copy and return one copy to TLC at the address on 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.

Please give me a call with any questions or comments.

Sincerely,

TLC Engineering Solutions


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: _____

Exhibit A
Barefoot Bay Recreation District Policy Manual

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

Change Orders or Amendments

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

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

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

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

Purchase of Computer, Related Equipment and Supplies

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

Receiving and Approving Goods and Services

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

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

Services Performed on BBRD Property

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

1. Be properly licensed under existing Federal, State and local laws.
2. Provide a Certificate of Insurance to assure BBRD's insurance provider will not be responsible for any losses in any way arising out of or resulting from the contractor's operations, activities, or services provided to BBRD. Further, contractors must agree to hold harmless and indemnify

Board of Trustees Meeting Agenda Memo

Date: Friday, October 11, 2019
Title: **Out of State Travel: Dude University**
Section & Item: 9.1.
Department: Property Services, Buildings
Fiscal Impact: \$2,460.00
Contact: Matt Goetz, Property Services Manager, John W. Coffey
ICMA-CM, Community Manager
Attachments: Policy Manual excerpt, FY20 Budget excerpt
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Authorization for a Property Services Supervisor to travel out of state to attend the 2020 Dude University as budgeted in FY20.

Background and Summary Information

The BBRD Policy Manual requires BOT per-authorization for all out-of-state business travel for BBRD employees.

Attendance at the 2020 Dude University is budgeted within the FY20 Budget. The approved decision point for this item lists the following justification:

In FY15, BBRD began using Facility Dude, a web-based work order system to increase the efficiency and effectiveness of internal work orders plus provide an accountability system for requests. In FY19, BBRD began use of Dude Solutions' Capital Planning System, a web-based facilities maintenance and budgeting system. Dude Solutions offers an annual Dude University, a five-day educational seminar to teach the optimal use of their products. While staff is proficient in the basic use of these systems, a modest investment by BBRD to send one employee (member of Property Services management) to the 2020 Dude University would enable all of Property Services management personnel to improve their usage of these systems through a "train the trainer" approach.

Due to a change in venue's the estimated cost is slightly higher than budgeted, but staff believes sufficient roll-up savings will be available to fund this activity at the early registration prices. Of the total estimated cost, approximately \$1,795 is for registration and hotel costs.

Staff recommends the BOT authorize a member of Property Services Management to attend the Dude University Conference in Raleigh, NC as included in the FY20 Approved Budget

Part One. General Operating Policy

1.0 EMPLOYMENT AND TRAINING

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

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

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

1.1 TRAVEL POLICY

Barefoot Bay Recreation District does not recommend the use of personal vehicles for business purposes. Employees will not be reimbursed for mileage when they use their personal vehicle for Barefoot Bay Recreation District business. An exception is made when 1. An employee is required to attend a seminar, training or any overnight business travel, or 2. An employee is on an official assignment and a Barefoot Bay vehicle is not available³, subject to prior approval of district management. If necessary, during a declared emergency, district management may waive this policy. ⁴

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

⁵These basic policies apply to all BBRD travel:

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

1.2 REPORTS REQUESTED BY THE BOARD OF TRUSTEES

The following reports shall be provided by the 15th of each month:

Board of Trustees

Meeting Agenda Memo

Date: Friday, October 11, 2019
Title: **Christmas Parade Support**
Section & Item: 9.J.
Department: Property Services, Recreation
Fiscal Impact: \$1,000.00
Contact: Joseph Klosky, Chairman, Chairman, John W. Coffey ICMA-CM, Community Manager, Matt Goetz, Property Services Manager



Attachments:
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager

Requested Action by BOT

Consideration of Chairman Klosky's request for support of the annual BBRD Christmas parade.

Background and Summary Information

Chairman Klosky requested this agenda item for the BOT to consider spending up to \$1,000 for the cost of the annual BBRD Christmas parade and festivities.

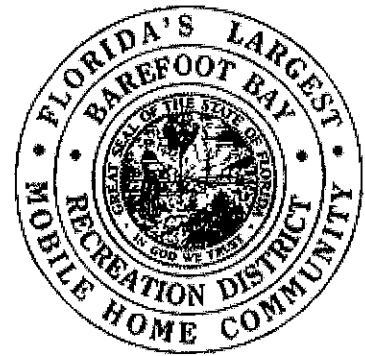
As compared to prior years, Chairman Klosky is requesting a higher amount of support from BBRD and the BFBHOA to fund the cost of additional outside BBRD participants. Chairman Klosky believes, as in years past, he will be able to stay under his budget and not expend all the funds contributed by both organizations. Sufficient budget exists in the Property Services Department: Recreation Sub-department to fund this request.

Staff recommends the BOT authorize BBRD to expend up to \$1,000 on Christmas parade and festivities as requested by Chairman Klosky.

Board of Trustees

Meeting Agenda Memo

Date: Friday, October 11, 2019
 Title: **Ratification of Release and Satisfaction of "Code Enforcement" Lien: 320 Kiwi Drive, Barefoot Bay, FL**
 Section & Item: 9.K.
 Department: Administration, District Clerk
 Fiscal Impact: cost of recording.
 Contact:
 Attachments: Code Enforcement Lien 320 Kiwi Drive, Recorded Satisfaction and Release of Lien 320 Kiwi Drive
 Reviewed by
 General Counsel: Yes
 Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Ratify recording of Release and Satisfaction of Code Enforcement Order/Lien.

Background and Summary Information

Prior to the institution of the current Deed of Restrictions (DOR) enforcement process, BBRD was enforcing the DOR by way of "Code Enforcement" Orders/Liens that were imposed pursuant to Chapter 162, Florida Statutes.

As a result of various legal interpretations and challenges to this process, the BBRD Board of Trustees revised its DOR enforcement process to remove fines from the enforcement process by way of adoption of Resolution 2008-01, which has been subsequently revised since that time.

On April 22, 2008, at the recommendation of General Counsel Repperger, the Board of Trustees voted to release a specific number of known recorded Orders/Liens recorded against properties upon which "Code Enforcement" fines had been levied. At this time, the Board understood that there were likely other earlier fines/liens imposed pursuant to Resolution 2006-1 and/or Chapter 162, Florida Statutes, that still existed in the public record which should be similarly discharged upon discovery.

As part of a closing transaction for 320 Kiwi Drive, Barefoot Bay, a Code Enforcement Order/Lien recorded at OR Book 4331, Page 2088, Public Records of Brevard County, Florida was discovered. Due to the urgency related to the closing of the transaction and prior action of the Board of Trustees, General Counsel Repperger recommended recording a Release and Satisfaction of the Order/Lien subject to the Board's ratification of the same. A Release and Satisfaction of the Order/Lien was recorded at OR Book 8554, Page 1419, Public Record of Brevard County, Florida.

BAREFOOT BAY, FLORIDA
CODE ENFORCEMENT BOARD

Barefoot Bay Recreation District
Petitioner,

CEB # 014-00

Vs.

Respondent,



Scott Ellis

Clerk Of Courts, Brevard County

Otto Olsen
320 N Tamarind Circle
Barefoot Bay Florida 32976

CFN 2001083155 04-26-2001 03:02 pm
OR Book/Page: 4331 / 2088

#Pgs: 1 #Names: 2
Trust: 1.00 Rec: 5.00 Serv: 0.00
Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

ORDER IMPOSING PENALTY/LIEN

THIS CAUSE came on for public hearing before the Code Enforcement Board of Barefoot Bay on **November 30, 2000** after due notice to Respondent, at which time the Board heard testimony under oath, received evidence, issued its Findings of Fact and Conclusions of Law and thereupon issued its oral Order which was reduced to writing on **December 5, 2000** a copy of which was furnished to Respondent.

Said Order required Respondent to take certain corrective action within **16 days** of such Order, and further provided for a fine in the amount of **\$100.00 per day**, for each day the required corrective action has not been taken as ordered.

An Affidavit of Non-Compliance, bearing the date of **December 5, 2000** has been filed with the Code Enforcement Board by the Code Enforcement Officer which Affidavit acknowledges under oath that the required corrective action has not been taken as Ordered.

Accordingly, it having been brought to the Board's attention that Respondent has not complied with the Order, it is hereby.

ORDERED that Respondent pay unto the Barefoot Bay Recreation District within **twenty (20) days** after the date indicated below, the sum of **\$100.00 per day for 21 days** (December 15, 2000 to January 4, 2001), for a total of **\$2,100.00**.

This ORDER may be recorded in the Office Records of Brevard County, Florida, and shall constitute a lien against the below-described property, pursuant to Section 162.09, Florida Statutes:

(Lot 23, Block 21, UNIT 2, Part 12, BAREFOOT BAY according to the plat thereof as recorded in Plat Book 22, Page 116, of the Public Records of Brevard County, Florida.)

DONE AND ORDERED this **10th January, 2001** at Barefoot Bay, Brevard County,

FL.

ATTEST:

CODE ENFORCEMENT BOARD OF THE
BAREFOOT BAY RECREATION DISTRICT

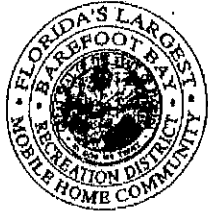
Elma M. Lofredo
CEB SECRETARY

BY [Signature]
CHAIRMAN

I HEREBY CERTIFY that this is a true and correct copy of the original Order Imposing Penalty/
Lien.

Elma M. Lofredo 3/16/01
CEB Secretary Date

Record & Return To: Richard E. Torpy, Esquire, Amundsen, Moore & Torpy
202 N. Harbor City Blvd., #300, Melbourne, Florida
↑
16C



BAREFOOT BAY RECREATION DISTRICT

SATISFACTION OF CLAIM OF LIEN

Prepared by and return to:

**Barefoot Bay Recreation District
625 Barefoot Blvd.
Barefoot Bay, FL 32976-7305**

Acct #2982

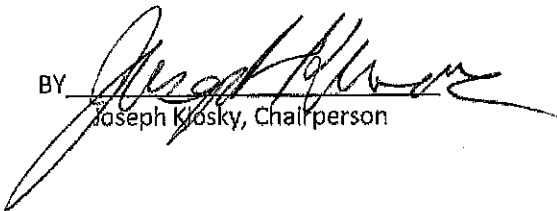
KNOW ALL MEN BY THESE PRESENTS, that BAREFOOT BAY RECREATION DISTRICT, as the owner and holder of Claim of Lien in the amount of \$2,100.00 recorded on the 26th day of April 2001, and recorded in Official Records Book 4331, Page 2088 of the Public Records of Brevard County, Florida, does hereby release said Claim of Lien, and the property described as follows:

The record owner(s) of the property(ies) is (are)

Otto Olsen

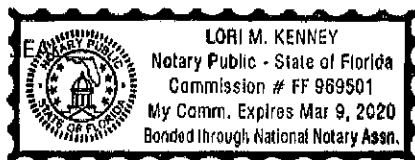
In witness whereof, I have set my hand and seal this OCT 2, 2019 as Chairperson of the Barefoot Bay Recreation District

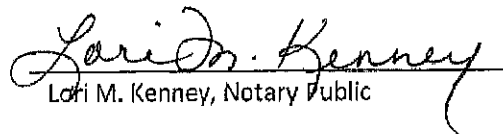
BAREFOOT BAY RECREATION DISTRICT

BY 
Joseph Klosky, Chairperson

State of Florida
County of Brevard

Before me this OCT 2, 2019, the undersigned authority, personally appeared Joseph Klosky, who is personally known to me as Chairperson of the Barefoot Bay Recreation District, and who acknowledged before me that he executed the above Release of Lien as an Officer of Barefoot Bay Recreation District, and that the same is the act and deed of said District.




Lori M. Kenney, Notary Public

Board of Trustees Meeting Agenda Memo

Date: Friday, October 11, 2019
Title: **Donation Request**
Section & Item: 9.L.
Department: Administration, District Clerk
Fiscal Impact: Approximately \$695.70
Contact: Matt Goetz, Property Services Manager, John W. Coffey
ICMA-CM, Community Manager
Attachments: donation form, Policy Manual Excerpt
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Approval of donation request by Mrs. Stephanie Sullivan.

Background and Summary Information

Mrs. Stephanie Sullivan has requested to donate a bench in honor of his late husband which would place a bench near the Memorial Garden (in front of the Community Center) under two oak trees. She requests the following inscription.

Larry Sullivan 1956-2017
"Safely home"

Per the BBRD Policy Manual, the BOT must approval all donation requests and then staff will order the item once the donor has paid the cost.

Staff recommends the BOT accept the donation in memory of Mr. Sullivan.



Barefoot Bay Recreation District
 625 Barefoot Boulevard, Building "F"
 P.O. Box 779-233
 Barefoot Bay, FL 32976-9233

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

Gift and/or Memorial Request Form

In accordance to Item 3.5 Guidelines for Gift or Memorials located In Policy Manual

Donor Information (please fill in)		
Name STEPHANIE SULLIVAN		
Street Address 276 TEMPLE HILL RD # 201		
Town/Zip NEW WINDSOR NY 12553		
Telephone # 845-401-9553	Alternate Phone # 845-561-4665	E-mail address STORMY WINTER 66@HOTMAIL.COM
In Memory of LARRY SULLIVAN 1956-2017 "Safety Home"		
<p>Memorial bench in the memorial park in front of bldg A - hopefully facing the road in shady spot ☺ Family's residence : 1397 Barefoot Circle, Barefoot Bay FL 772-663-9385 c/o Eleanor Winter Between the oaks @ the Memorial Garden</p>		
<p>Barefoot Bay Recreation District will make reasonable efforts to contact the donor or their heirs in advance of the removal of a memorial so that donors may replace the item. However, Barefoot Bay Recreation District will not be held responsible if unable to contact donor prior to removal. I acknowledge that I have read and agree to abide by <i>Guidelines for Gift and or Memorials for the Barefoot Bay Recreation District</i></p>		
<p><u>S. Sullivan</u> Signature of Donor</p>		<p><u>10/4/19</u> Date</p>
<p>OFFICIAL USE ONLY</p> <p>Approved by _____ Date Approved _____</p>		

Barefoot Bay Recreation District Policy Manual
GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

7. The gas grill is available for use at Pool 1 by residents and their guests on a first come, first served basis.¹³⁵
8. Residents must wipe the grill and cooking area clean when cooking is complete.
9. Residents assume all responsibility for food safety.
10. Due to the potential risks, residents using grills are required to sign a waiver and assume all responsibility for the cooking and safety of the prepared food.
11. Residents must provide their own cooking tools.
12. All commercial entity hosted for-profit, revenue-based, food service special events, excluding outside commercial entity catering and/or simple food delivery for resident or club-hosted meetings or special events, are prohibited from being held in any District owned facilities.¹³⁶
13. Any private commercial caterer and/or event planner providing food-related services for any resident or club-hosted meeting or special event, excluding simple food service delivery, shall be required to execute an indemnification and hold harmless agreement in favor of the District related to any food related services provided.

3.5 Guidelines for Gift and or Memorials for the Barefoot Bay Recreation District¹³⁷

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

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



Barefoot Bay Recreation District

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

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

Memo To: Board of Trustees
From: John W. Coffey, ICMA-CM, Community Manager
Date: October 11, 2019
Subject: Manager's Report

Office of the District Clerk

New District Clerk Recruitment Update - The search for a new District Clerk is on-going. On-site interviews are completed and references are being checked prior to offering the position to the top rated candidate.

Resident Relations

ARCC Meeting 10/01/19

- 1 Extension Requested
- 17 Consent Items
- 7 Other Items

ARCC Meeting 10/15/19.

Next agenda is due out October 8, 2019.

ARCC News

CVO President Manzo notified staff that Mr. Paul Voit was re-appointed for a new 3-year term.

VC Meeting 9/27/2019

- 6 cases came into compliance prior to the meeting
- 7 Cases found in violation
- 1 is working with the homeowner's attorney
- 2 DOR is working with the homeowner

VC Meeting 10/11/2019

- Currently there are 7 cases on the agenda

Interesting News for September

38 homes were sold

48 new residents received their badges

Food & Beverage

New Dart Machine Update – They were delivered and are available for use.

The **50th Anniversary of Woodstock party** will be held in Building A on Saturday, November 30th. Tickets go sale October 20th in the New Administration Building.

Big Time Tributes presents its Classic Rewind concert at this year's Friday night kickoff event at the Barefoot Bay by the Lake Festival. Barefoot Bay residents may purchase tickets for lakeside reserved seating at 9:30am on Friday, November 1st at the Lounge. \$5 field seats may also be purchased starting November 1st at the Lounge, the 19th Hole and the CVO Office. There will be limited open free seating, so get your tickets early.

The next **Ring of Fire show** is October 12 in Building A 6-9:30 p.m. A few tickets are still available for \$13 at the new Administration Building.

Barefoot Bay's first annual **Sea of Pink**, a Walk for Breast Cancer, will be held on Saturday, October 19th on the walking path next to the New Administration Building. Register at the CVO office Monday-Friday between the hours of 10am and 2pm.

The annual **Halloween costume party** will be held on Saturday, October 26th Lakeside of the Lounge from 7-10:30pm. Prizes are given to the best costumes.

Flyers with all the details are posted.

Golf-Pro Shop

- Golf Membership renewals started Oct 1st (Contact pro shop with questions)
- Driving range hitting cages received and work is in progress (anticipated opening on Wednesday October 8th)
- #17 drainage work is completed
- Martini League will resume Oct 15th at 3pm (Contact Pro Shop with questions)
- Saturday Couples will resume Oct 19th at 8am (Contact Pro Shop with questions)
- Sunday PM Scramble will resume Oct 20th at 12:30pm (Contact Pro Shop with questions)
- Course Annual Over-seeding Closure
 - Nov 4th Back Nine and Putting Green Closed
 - Nov 5th Front Nine and Driving Ranged Closed
- Ernie says "*there are only 75 more shopping Days till Christmas*" so do not delay, come to the Pro Shop for all your official BBRD logo gifts.



Property Services

- New Pool #1/Lakeside/Pavilion tables and chairs were delivered and will be assembled and set out as time permits.
- Continued work drainage work on the miniature golf project and pressure washing and forming for concrete scheduled to start the week of October 7th.
- Completed annual fire inspections
- Repaired AC unit at the 19th hole
- Cleaning and re-waxed floors in Building C
- Completed refreshment of the billiards room
- Building C Exterior Rehabilitation project is substantially completed
- Will be refinishing the floor in Building A as use of the room permits
- Developing a list of approved pool items to post at the pools to better communicate rules to residents and guests
- Addressed all current DOR grass violations
- Continued soliciting bids and quotes for various projects