



**BAREFOOT BAY  
RECREATION DISTRICT**

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

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Presentations and Proclamations**
- 5. Approval of Minutes**
  - A. Approval of minutes dated March 12, 2021.
- 6. Treasurer's Report**
  - A. Treasurer's Report
- 7. Audience Participation**
- 8. Unfinished Business**
  - A. Phased Re-Opening Discussion
- 9. New Business**
  - A. Selection of RFP Evaluation Committee Member for Shopping Center Electrical Upgrades Project
  - B. Building A Renovations Project: Change Orders #9, #10, and #10A
  - C. Authorization for Chairman Maino to Execute Shopping Center Re-roofing Contract
  - D. Amendment to Rules for the Board of Trustees (Public Comment Agenda Items)
- 10. Manager's Report**
  - A. Community Manager's Report
- 11. Attorney's Report**
- 12. Incidental Trustee Remarks**
- 13. Adjournment**

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

Barefoot Bay Recreation District Regular Meeting



# BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting

March 12, 2021

1PM –Building D&E

## Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on March 12, 2021 Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 1PM.

## Pledge of Allegiance to the Flag

Led by Mr. Loveland.

## Roll Call

Present: Mr. Maino, Mr. Grunow, Mr. Nugent, Mr. Loveland. Also, present, John W. Coffey, ICMA-CM, Community Manager, Cliff Repperger, General Counsel, Stephanie Brown, District Clerk, Cindy Mihalick, Administrative Assistant to the District Clerk, Rich Armington, Resident Relations Manager, Matt Goetz, Property Services Manager and Joel Knop, representative of Moore Stephens Lovelace, P.A. Mr. Morrissey was excused.

*Mr. Maino made a motion to request waiver of fees for Octoberfest on October 2, 2021 be added to the agenda as item number E2. Second by Mr. Nugent. Motion passed.*

## Presentations and Proclamations

None.

## Approval of Minutes

*Mr. Grunow made a motion to approve the BOT Regular Meeting minutes dated February 23, 2021. Second by Mr. Loveland. Motion passed.*

## Treasurer's Report

*Mr. Grunow made a motion to approve the Treasurer's Report for March 12, 2021 as read. Second by Mr. Nugent. Motion passed.*

## Audience Participation

Mr. Coffey read a letter from Richard Schwatlow-636 Marlin Circle who spoke in favor of raising the one-time fee charged to new homeowners to generate revenue. He also spoke in favor of residents being able to utilize the referendum process to make decisions on projects that are considered beneficial to BBRD. Mr. Schwatlow had questions for Mr. Maino about BOT Meeting operating rules.

Louise Krause-808 Sapodilla-expressed gratitude to BBRD staff in assisting Concordia Lutheran Church with hosting the Johnson & Johnson event.



# BAREFOOT BAY RECREATION DISTRICT

## Unfinished Business

### Phased Re-Opening Discussion

Staff recommendation to shift Saturday street dances from afternoon to evening (6-10pm) effective May 1, 2021.

*Mr. Loveland made a motion to accept staff recommendation to shift Saturday street dances from afternoon to evening (6-10pm) effective May 1, 2021. Second by Mr. Grunow. Motion passed.*

*Mr. Maino and Mr. Grunow agreed that the Billiards Room should remain closed.*

## New Business

### FY20 Audit Presentation

Mr. Knopp from Moore Stephens Lovelace, P.A. presented the FY20 Audit Report with no findings.

*Mr. Loveland made a motion to accept the presented FY20 Audit Report as read. Second by Mr. Grunow. Motion passed.*

### FY21 Budget Amendment: NRP Sales Proceeds

Resolution 2021-02 Read by Mr. Repperger:

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

*Mr. Nugent made a motion to approve resolution 2021-02 as read. Second by Mr. Grunow. Motion passed.*

### Building A Veterans' Hallway Electronic Display System

Staff recommends the BOT award contract for Veterans memorial kiosk at a cost of \$24,300.00 to Advanced Kiosks for procurement and installation of a veterans' memorial kiosk and display station in Building A and instruct staff to transfer the required funding from contingency.

Mr. Grunow spoke in favor of the Veterans Kiosk and Mr. Maino agreed.

*Mr. Loveland made a motion to award contract for Veterans memorial kiosk at a cost of \$24,300.00 to Advanced Kiosks for procurement and installation of a veterans' memorial kiosk and display station in Building A and instruct staff to transfer the required funding from contingency. Second by Mr. Grunow. Motion passed. (For historic purposes, the correct amount of the award of contract to Veteran's Memorial Kiosk and the amount transferred from contingency for the electronic display system was \$14,870)*



# BAREFOOT BAY RECREATION DISTRICT

## **Building A Towers Roof Replacement**

Staff recommends the BOT award contract for Building A towers roof replacement at a cost of \$24,300.00 to MGM Contracting, Inc. and instruct staff to transfer the required funding from contingency.

*Mr. Grunow made a motion to award contract for Building A towers roof replacement at a cost of \$24,300.00 to MGM Contracting, Inc. and instruct staff to transfer the required funding from contingency. Second by Mr. Nugent. Motion passed.*

## **Waiver of Guest Pass Requirement for July 3, 2021 Celebration of 50th Anniversary**

Staff recommends the BOT waive guest passes at Pool #1 on July 3, 2021 for the 50th Anniversary celebration.

*Mr. Nugent made a motion to waive guest passes at Pool #1 on July 3, 2021 for the 50th Anniversary celebration. Second by Mr. Grunow. Motion passed.*

## **Waiver of Guess Pass Requirement for October 2, 2021 Oktoberfest**

Mr. Maino recommended waiving the guest pass requirement for the October 2, 2021 Oktoberfest.

*Mr. Loveland made a motion to waive the guess pass requirement for October 2, 2021 Oktoberfest. Second by Mr. Grunow. Motion passed.*

## **Manager's Report**

### Finance

- **Families First Coronavirus Response Act (FFCRA) Update** - Staff received a notice from the IRS stating that BBRD is not eligible for the FFCRA tax credit. A total of \$30,657.59 was deducted from BBRD payroll tax payments since April 1, 2020 for said tax credit. Staff expects to receive a request for payment from the IRS in the future. Due to the amount, one-time nature of payment, and desire for transparency staff will place the payment authorization on a future BOT agenda prior to issuing payment.

### Resident Relations

#### **ARCC Meeting 03/02/2021**

- 24 Consent Items – all approved
- 19 Other Items – 15 approved, 1 approved for measurements, 3 approved with stipulations

#### **Next ARCC Meeting**

- Scheduled for March 16<sup>th</sup> in Bldg. D/E at 9am
- 16 consent items
- 9 other items

#### **VC Meeting 2/26/2021**



# BAREFOOT BAY RECREATION DISTRICT

- 2 cases came into compliance prior to the meeting
- 9 cases were found in violation
- 3 cases continued as homeowners are working with staff toward voluntary compliance

## VC Meeting 3/12/2021

- Canceled as the majority of cases came into voluntary compliance

## Next Violations Committee Meeting

Scheduled for March 26<sup>th</sup> in Bldg. D/E at 10am

## Food & Beverage

- When the weather cooperates, Saturday and Sunday street dances are well attended. Don't miss this weekend's line up of The Jacks Band on Saturday and TC & Sass on Sunday.
- Plans for the **50<sup>th</sup> Anniversary Celebration of Barefoot Bay** are in the works. A full day of activities is being planned for Saturday, July 3, 2021.
- The **Color My World Cancer Free tee shirts** are for sale in the Lounge, Administration, and the CVO office for \$15. Five dollars of every sale will go to the American Cancer Society. The tee shirt was designed by Barefoot Bay's own Meg Frigon. The Cancer Walk event has been postponed to October 16<sup>th</sup>, but the tee shirts are in!
- The first meeting of the **2022 Barefoot by The Lake Festival** was held this past Wednesday. The next festival is planned for February 11 and 12, 2022.

## Property Services

- Addressed backed up underground sewer line at the shopping center
- Replaced water pump and radiator on the backhoe and also installed new headlights
- Stripped and repainted all the decorative pillars in front of Building A
- Replaced water damaged boards above the doors in front of Building A
- Tore down old sheds behind building A (new sheds to be delivered and set up mid-March)
- Repaired damaged white fence behind Building A
- Repaired broken bench at the tennis court
- Replaced missing latch on playground gate
- Final touch up painting at Pool #2 in anticipation of re-opening
- Continued to solicit bids for projects
- Multiple conference calls regarding risk management issues

## Golf-Pro Shop

- Tournaments (Call Pro Shop @ 664-3174 for details)
  - Club Championship (Sign up underway)
    - March 19<sup>th</sup> & 20<sup>th</sup>
    - No Pre-Tournament dinner (Boxed lunch on first day tee time)
  - Pairings based on handicaps and flights. No shotgun start
- Watertronics has completed the work on the irrigation pumps



# BAREFOOT BAY RECREATION DISTRICT

## General Information

- **FY22 Budget Workshop reminders** – All workshops will start at 7pm in Building D/E and scheduled for:
  - Tuesday March 16<sup>th</sup>
  - Thursday March 25<sup>th</sup>
  - Tuesday May 4<sup>th</sup> (if needed)
  - Monday May 10<sup>th</sup> (if needed)
- **Shopping Center Roof Replacement Project update** – The vendor has provided staff a revised bid based on updated building code requirements and General Counsel is working on the final contract which will come back to the BOT for consideration of execution.
- **Shopping Center Electrical System and Parking Lot Lights Upgrade Project update** – Staff is drafting the request for proposal and anticipates this release will be March 24<sup>th</sup> (day after next Bot meeting when the RFP evaluation committee membership will be determined).
- **Special thanks to former Trustee Louise Crouse** – On behalf of the community, I would like to thank Ms. Crouse for working closely with BBRD staff to bring a COVID-19 vaccination site to the community (Concordia Lutheran Church) and in maximizing the ability of residents to get signed up on the State's waiting list. Additionally, a big league thanks goes out to everyone who helped encourage the State to bring the vaccination pod to our area.
- **Pool #2 update**-pool chemicals are balanced but the system is not pumping at the right pressure. Once valves are replaced and inspection is approved, Pool #2 will open the following day.
- **Building A Renovations Project update** – Staff walked the project today with Mr. Park (owner of Parkit Construction) and discussed outstanding issues related to the cumulative impact of multiple required adjustments to the construction plans. One or more change orders will be on the March 23<sup>rd</sup> BOT agenda for approval.



# BAREFOOT BAY RECREATION DISTRICT

## **Attorney's Report**

Mr. Repperger spoke with the Site Engineer who believes that the piles would not be required and suggested that BBRD apply for the FDEP permit. Mr. Repperger suggested two options to altering the current number of BOT members, having a referendum to rescind the previous referendum, or propose another Special Act legislative change. Mr. Maino responded that a workshop would be ideal to discuss BOT term limits. Mr. Grunow agreed with Mr. Maino. Mr. Repperger stated that the ground lease for Steward Medical is still in the process of being completed and expects to bring it to the BOT Meeting on April 9, 2021.

## **Incidental Trustee Remarks**

Mr. Loveland gave an overview of the meeting that he conducted with Barefoot Bay Homeowners. Some issues discussed were orientation packets, website and Citizenserve. He stated that the meeting was positive, productive and homeowners received a lot of information.

Mr. Grunow expressed his gratitude to Mr. Coffey for working with the FL Department of Health to try and get a COVID-19 vaccination site in Barefoot Bay.

Mr. Maino spoke about an email he received from FL Department of Transportation regarding an invite to go over SR5 US Hwy 1 improvements and how it will affect BBRD. He also responded to a comment made from a resident about the BOT responding to questions asked during audience participation. He stated that most questions get answered during agenda item discussions.

## **Adjournment**

The next meeting will be on March 23, 2021 at 7pm in Building D/E

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

Meeting adjourned at 2:11pm

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Jeff Grunow, Secretary

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Stephanie Brown, District Clerk

# Barefoot Bay Recreation District

## Treasurer's Report

March 23, 2021

### Cash Balances in General Fund as of 3/15/21

Petty Cash

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

### Operating Cash in Banks

MB&T Operating Account

3,269,726.29

**Total Operating Accounts: 3,269,726.29**

### Interest Bearing Accounts

SBA Reserve Account

699,364.48

**Total Interest Bearing Accounts: 699,364.48**

### Total Cash Balances in General Fund:

**\$ 3,971,590.77**

### Total Daily Deposits and Assessments Received for 3/5/21 - 3/15/21

Daily deposits: \$ 55,784.60

Assessments received: 110,500.48

**Total Deposits Received: \$ 166,285.08**

### Expenditures for 3/5/21 - 3/15/21

Check Number	Vendor	Description	Check Amount
56674	ABM Landscape & Turf Services	Golf Course & Ball Field Maint. - 3/21, Irrigation Parts	41,321.42
56681	Card Service Center	Golf Cart Dividers, Parts & Supplies	5,549.44
56697	Omega Technology Solutions, LLC	Monthly IT Support: 3/21, IT Software Migration	5,615.41
56713	Watertronics	Irrigation Pump Motor Replacement	6,124.15
56726	Florida Municipal Insurance Trust	Liability Insurance: 3rd Installment	36,908.00

**Total Expenditures \$5,000 and above: \$ 95,518.42**

**Expenditures under \$5,000: \$ 49,742.09**

**Total Expenditures: \$ 145,260.51**

## Board of Trustees

Date: Tuesday, March 23, 2021  
Title: **Phased Re-Opening Discussion**  
Section & Item: 8.A  
Department: Administration, District Clerk  
Fiscal Impact: TBD  
Contact: John W. Coffey ICMA-CM, Community Manager  
Attachments: BBRD reopening timeline, Re-opening history  
Reviewed by  
General Counsel: No  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

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

### Background and Summary Information

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

#### Friday, January 08, 2021

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

#### January 26, 2021

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

#### *Building C re-opening plan*

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

#### *Billiards Room Specific Rules*

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

#### *Card Room Specific Rules*

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

The BOT adopted the following recommendations from staff:

#### *Billiard's Room*

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

#### *Golf-Pro Shop*

1. Start 8-minute tee times on February 1st
  - A. Allows staff time to receive ordered dividers for our fleet
  - B. Install dividers on fleet carts
  - C. Prepare staff functions for increased traffic
2. Adjust group sizes back to the pre-pandemic levels
3. Return to a soft two riders per cart rule
  - A. Carts shall have two riders except for instances when all players in a foursome have their own cart. The Golf-Pro Shop Department is still trying to be as safe as possible so if a private cart owner wants to use his/her own cart without a rider it will be allowed until all remaining COVID-19 restrictions are lifted.
  - B. Group leaders have been asked to schedule their players in a manner that lessens the need for private cart owners to ride doubled up if they are concerned about COVID-19.

#### *Food & Beverage*

- Expand the number of Lakeside entertainment events from once a weekend to twice a weekend (i.e. Saturday and Sunday) beginning February 13, 2021.
- Limited capacity would remain at approximately 250 people. Food & Beverage has hosted multiple outdoor entertainment weekend events so far this month without any incidents or reports of COVID-19 outbreaks coming from the events.

#### February 23, 2021:

##### *Pools*

- The BOT confirmed staff's recommendation to implement Phase 4 (full capacity) at Pools 1 & 3 effective Wednesday, February 24, 2021 and at Pool #2 as soon as the pit replacement and resurfacing work are completed and Brevard County Health Department inspector authorizes resumption of use.

#### March 12, 2021:

##### *Food & Beverage*

- The BOT confirmed staff's recommendation to shift Saturday street dances from afternoon to evening (6-10pm) effective May 1st.

#### *For consideration by the BOT at the March 23, 2021 meeting:*

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

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

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

*Due to the impact of the Coronavirus pandemic, Chairman Klosky and staff incrementally closed amenities and buildings*

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

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

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

## A Conditions Based “Reopening BBRD” Timeline

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

### Phase 1

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

## Phase 2

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

## Phase 3

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

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

#### **Phase 4**

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

## Board of Trustees Meeting Agenda Memo Attachment

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

### Friday, May 8, 2020

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

### Tuesday, May 26, 2020

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

### Friday, June 12, 2020

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

Monday, June 15th

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

Wednesday, June 17th

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

Friday, June 19th

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

Monday, June 22nd

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

Friday, June 26th

- The 19th Hole will re-open with a capacity of 34 people including staff. The kitchen will remain closed, however, a daily snack special and grab and go items will be available (hours of operations to be determined). Pasta Night continues to be suspended.

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

#### Friday, August 14<sup>th</sup>

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

#### Tuesday, August 25<sup>th</sup>

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

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

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

#### Tuesday, September 22<sup>nd</sup>

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

#### Friday, October 9<sup>th</sup>

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

- Pools
  - Pool 1 hours of operation are 9am-9pm Monday-Sunday.
  - Pool 3 hours of operation are 9am-6pm Monday-Sunday.
  - The pools will be disinfected throughout the day, however, there will be no pool closures for disinfecting during normal hours of operation.
- Golf-Pro Shop
  - Resume two-players per golf cart, with option to ride alone if sufficient carts are available
  - Expansion of group sizes and resumption of previously suspended groups
  - Picnic tables replaced outside of the 19<sup>th</sup> Hole
- Food and Beverage
  - Lounge
    - Hours of operation 2-9pm
    - Capacity inside-60 (including staff)
    - Picnic area-59 (including staff)
  - 19<sup>th</sup> Hole
    - Hours of operation 9am-7pm (changed to 11am-8pm [Mon.-Sat.] and 8am-8pm on Sundays effective November 4<sup>th</sup>)
    - Capacity-51 (including staff)
    - No seating on the porch

#### Tuesday, October 27, 2020

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

#### Friday, November 13, 2020

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

#### Friday, December 4, 2020

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

##### 19<sup>th</sup> Hole

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

##### Lounge

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

##### Lakeside

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

##### Catering

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

## Board of Trustees

## Meeting Agenda Memo

Date: Tuesday, March 23, 2021

Title: **Selection of RFP Evaluation Committee Member for Shopping Center Electrical Upgrades Project**

Section & Item: 9.A

Department: R&M/Capital Projects

Fiscal Impact: N/A

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

Attachments: RFP attachment Policy Manual excerpt, RFP Shopping Center electrical upgrades 09Mar21

Reviewed by

General Counsel: No

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



### Requested Action by BOT

Selection of one Trustee to serve as a voting member on the Request for Proposal (RFP) Evaluation Committee for the Shopping Center electrical upgrades project.

### Background and Summary Information

The FY21 Revised Budget contains the following budget in the REM/Capital Department for project (originally the project was budgeted as two separate budgeted projects, but later was designed to be executed as a combined project):

\$82,400 Shopping Center Electrical Infrastructure Replacement (originally budgeted in FY19)  
\$19,100 Additional Parking Lights at the Shopping Center (originally budgeted in FY18)  
\$101,500 Total Budget

The project consists of the implementation of electrical infrastructure upgrades and recommendations as provided in the condition assessment report developed by TLC Engineering Solutions, Inc for Buildings 935 and 937 Barefoot Blvd in Barefoot Bay, FL. Upgrades and modifications will replace aging, deficient, and/or hazardous equipment; increase efficiency and quality of site lighting, while reducing light pollution; provide code required working clearances around electrical equipment; and bring the existing building infrastructure in compliance with current Florida Building Code standards and requirements. This will be accomplished through the replacement of existing aging, deficient, or hazardous electrical panels; replacement of existing and addition of new sight lighting in the parking areas and around the perimeter of the building, and relocation of existing mechanical equipment to provide adequate working clearance for electrical equipment.

The Policy Manual requires a request for proposal (RFP) process be used for any project anticipated to cost over \$50,000. Additionally, the evaluation committee shall consist of three voting members (one Trustee, one employee from the user department and one non-employee resident as selected by the Community Manager) plus two non-voting members (Chairman of the BOT and the Community Manager).

The anticipated schedule is listed below.

Order	Task	Date (and Time if applicable)
1	Florida Today Advertisement	March 23, 2021

2	Publication Date	March 24, 2021
3	Advertisement	March 24, 2021 through April 26, 2021
4	Required Pre-Submittal Site Inspection	April 14, 2021 10am-Noon or by appointment (mattgoetz@bbrd.org)
5	Deadline for Written Questions	April 15, 2021
6	Responses/Addendum Issued	March 25, 2021 through April 19, 2021
7	Submission Deadline (RFQ close date)	April 26, 2021 (4:30pm) at the Administration Bldg. 625 Barefoot Blvd.
8	RFQ Opening and Evaluation Committee Meeting Date (Discussion & Review)	April 27, 2021 (1:00pm Administration Bldg. 625 Barefoot Blvd.)
9	Evaluation Committee Meeting (interviews, if needed, otherwise review of proposals and vote to recommend award to Board of Trustees)	May 4, 2021 (1:00pm Administration Bldg. 625 Barefoot Blvd.)
10	Board of Trustees award of contract	May 14, 2021 (1:00pm, Bld. D/E)

Weighted criteria to be used by the evaluation committee to select a recommended vendor shall be as follows:

- Experience and References: 30%
- Start Date and Number of Days of Project: 20%
- Cost Proposal: 50%

Hence, the BOT needs to select one Trustee to serve as a voting member. Afterwards, the Community Manager will announce the 5 persons who will serve on the RFP evaluation committee and the start and end dates for the RFP. Said RFP is attached and will be posted to BBRD.org and Demandstar.com.

If the BOT wishes to alter to the planned implementation of this project or make changes to the scope of work, the release of the RFP will be postponed until it can be revised according to the wishes of the BOT.

Exhibit A  
Barefoot Bay Recreation District Policy Manual  
**PUBLIC RECORDS REQUEST POLICY**

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

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

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

Comprehensive or Commercial General Liability Insurance (Including, but not limited to, the following Supplementary Coverages: (i) Contractual Liability to cover liability assumed under this Agreement; (ii) Product and Completed Operations Liability Insurance; (iii) Broad Form Property Damage Liability Insurance; and, (iv) Explosion, Collapse, and Underground Hazards (Deletion of the X,C,U Exclusions), if such exposure exists):

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

Automobile Liability Insurance:

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

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

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

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

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

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

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

Exhibit A  
Barefoot Bay Recreation District Policy Manual  
**PUBLIC RECORDS REQUEST POLICY**

**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.

**Unacceptable Purchasing Practices**

The following practices are prohibited:

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

**2.14 FORMAL SEALED BIDS (FOR PURCHASES OF \$50,000 OR MORE)<sup>37</sup>**

**Competitive Procurements Process For Formal Bids**

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

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

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

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

Exhibit A  
Barefoot Bay Recreation District Policy Manual  
**PUBLIC RECORDS REQUEST POLICY**

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

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

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

***Award of Bids***

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

1. The ability, capacity, equipment, and skill of the quoter/bidder to perform the contract
2. Whether the quoter/bidder can perform the contract within the time specified, without delay or interference
3. The character, integrity, reputation, judgment, experience and efficiency of the quoter/bidder
4. The quality of performance on previous contracts
5. The previous and existing compliance by the quoter/bidder with laws and ordinances relating to the contract
6. The sufficiency of the financial resources to perform the contract to provide the service
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required
8. The ability of the quoter/bidder to provide future maintenance and service
9. The number and scope of conditions attached to the quote/bid

***Waiver of Irregularities***

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

***Evaluation Committee***

An evaluation Committee, identified by the Community Manager prior to issuance of the RFP or RFQ, shall review all responses to the RFP or RFQ. The Board shall be advised of the membership of the committee at the time of the issuance of the RFP or RFQ.<sup>38</sup>

Members of the Evaluation Committee shall consist of at least one (1) user department representative, one (1) Board member, and one (1) third-party non-employee resident chosen at the discretion of the Community Manager. The Community Manager and Board Chairman shall serve on the committee as non-voting members.<sup>39</sup>

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

Exhibit A  
Barefoot Bay Recreation District Policy Manual  
**PUBLIC RECORDS REQUEST POLICY**

during public meetings. A memorandum explaining the evaluation process and committee member responsibilities will be provided to each committee member prior to any meeting.

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

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

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

<u>VENDOR PRICE</u>	<u>% AWARDED</u>	<u>X</u>	<u>WEIGHT</u>		<u>WEIGHTED SCORE</u>
A     \$20,000	(100 %)	X	45%	=	45
B     \$25,000	(80%)	X	45%	=	36
C     \$28,000	(71%)	X	45%	=	31

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

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

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

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

Exhibit A  
Barefoot Bay Recreation District Policy Manual  
**PUBLIC RECORDS REQUEST POLICY**

If fewer than three sealed and qualified proposals are received by the Evaluation Committee, by a majority vote the Evaluation Committee may request the Community Manager to seek non-sealed bids for comparative analysis or forward their recommendation for award of contract or (in the case of a RFQ) their recommended ranking order for staff to negotiate a contract to the Board of Trustees for their consideration.<sup>40</sup>

**Vendor Complaints & Disputes (Protests)**

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

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

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

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

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

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

Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Community Manager within five (5) business days of the posted award recommendation. The formal written protest shall reference the bid/quote/proposal number and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought. The Community Manager shall schedule the protest to be heard before the Board of Trustees prior to the Board's consideration of the intended award. The intended award vendor shall be given notice and an opportunity to be heard during the protest hearing. The Board of Trustees shall have the sole discretion to reverse any intended award on the basis of a protest; to require re-evaluation by the selection committee, or to take any other action as determined by the Board to be appropriate and responsive to the protest.

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

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

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

**3.0 GENERAL**

**Definitions:**

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



## REQUEST FOR PROPOSAL #2021-01

# Shopping Center Electrical Upgrades Project

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

ISSUE DATE: 03/24/2021

CONTACT: Stephanie Brown, District Clerk  
PHONE NUMBER: 772.664.3141  
FAX: 772.664.1928  
E-MAIL: sbrown@bbrd.org

**PROPOSALS TO BE RECEIVED NO LATER THAN  
4:30 PM ON MONDAY, 04/26/2021**

**PROPOSALS WILL BE OPENED AT 1:00PM ON  
TUESDAY, 04/27/2021**

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## SECTION I

### **INTRODUCTION**

Barefoot Bay Recreation District (hereinafter referred to as “BBRD”) is requesting sealed Proposals for **“RFP No. 2020-01, Shopping Center Electrical Upgrades Project.”**

**PROPOSALS DUE DATE & TIME: Monday, April 26, 2021 at 4:30pm.** Proposals package shall be mailed or hand-delivered to the Office of the District Clerk, located at the Administration Building, 625 Barefoot Blvd., Barefoot Bay, Florida 32976. Proposals are to be received NO LATER THAN 4:30pm. after which time receipt will officially be closed. Proposals received after the specified time and date will not be accepted. BBRD will not be responsible for mail delays, late or incorrect deliveries. The time/date written on the package by staff in the Administration Building will be the official authority for determining late Proposals.

**NOTE: Proposals will not be opened on the same date and time as identified above.** The Proposals opening will be conducted by the Evaluation Committee in public at 1pm on, Tuesday, April 27, 2021. The location of the opening will be the Administration Building Conference Room, 625 Barefoot Blvd., Barefoot Bay, FL 32976 (subject to change).

All Proposals must be executed and submitted in a single sealed package. Proposer shall mark Proposals package, **“RFP No. 2021-01, Shopping Center Electrical Upgrades Project.”** Proposer’s name and return address should be clearly identified on the outside of the package.

Proposer shall submit one complete set with all supporting documentation.

Proposals submitted by facsimile (fax) or electronically via e-mail will NOT be accepted. Submittal of Proposals in response to this Request for Proposals constitutes an offer by the Proposer. Proposals, which do not comply with these requirements, may be rejected at the option of BBRD. It is the Proposer’s responsibility to ensure that submittals are in accordance with all addendums issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements.

Questions about the meaning or intent of the RFP shall be submitted in writing and directed to The Office of the District Clerk, 625 Barefoot Blvd., Barefoot Bay, FL 32976, Attention: Stephanie Brown, District Clerk. Questions may also be e-mailed to [sbrown@bbrd.org](mailto:sbrown@bbrd.org). Questions received after April 15, 2021 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Proposers in submitting their Proposals. Material changes, if any, to the Proposals or procedures will only be transmitted by written addendum as posted on [www.bbrd.org](http://www.bbrd.org).

### **STANDARD TERMS & CONDITIONS AND INSURANCE REQUIREMENTS**

Proposers are responsible for reviewing BBRD’s terms and conditions of RFPs within the BBRD Policy Manual available at <http://bbrd.org/resident-relations> (click on “BBRD Policy Manual” and the file will automatically download to your computer).

### **SPECIFIC CONTRACTUAL LANGUAGE THE PROPOSER WILL BE BOUND BY IF AWARDED CONTRACT FOR SERVICES**

The following is an excerpt of the Barefoot Bay Recreation District (BBRD) Policy Manual and not meant to be viewed as the only contractual language to be included in a final contract between BBRD and the successful Proposer.

- **Relationship of Parties/Insurance.** *The parties hereby agree and intend that the relationship of Contractor to BBRD is that of an independent contractor. Contractor shall provide a copy of Contractor's Certificate of Liability, Workers Compensation, and Auto Insurance listing Barefoot Bay Recreation District as an additional insured in regard to Liability Insurance.*
- **Indemnity.** *The Contractor shall indemnify and hold harmless BBRD and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Contractor agrees to pay, on behalf of the BBRD, the cost of BBRD's legal defense as may be selected by BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge that specific consideration has been exchanged for this provision.*
- **Control of Work.** *Contractor shall have sole control of the manner and means of performing the Services described in Paragraph 2 herein, and shall complete said Services by Contractor's own means and methods of work. Nothing in this Agreement will allow BBRD to exercise control or direction over the manner, means, or method by which Contractor provides the Services under this Agreement. Although Contractor shall control the method of performing services as provided herein, Contractor shall perform all work in a timely manner. Contractor shall permit BBRD personnel unlimited access to worksite to inspect quality of work and materials being used.*
- **Warranty.** *Contractor provides the following warranties:*
  - *Materials:*
    - *TBD*
  - *Workmanship of installation:*
    - *TBD*
- **Waiver.** *No waiver is enforceable unless in writing and signed by such waiving party, and any waiver shall not be construed as a waiver by any other party or as a waiver of any other or subsequent breach.*
- **Amendments.** *This Agreement may not be amended or modified unless by the mutual consent of all of the parties hereto in writing. All amendments or modifications shall be attached to this Agreement and made a part thereof.*
- **Indemnification:** *Contractor shall indemnify and hold harmless BBRD and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of Contractor, or anyone directly or indirectly employed by Contractor, or*

anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Contractor agrees to pay, on behalf of the BBRD, the cost of BBRD's legal defense as may be selected by BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided.

- BBRD shall indemnify and hold harmless Contractor and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of BBRD, or anyone directly or indirectly employed by BBRD, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, BBRD agrees to pay, on behalf of Contractor, the cost of Contractor's legal defense as may be selected by Contractor for all claims described in this paragraph. Such payment on behalf of Contractor shall be in addition to any and all legal remedies available to Contractor and shall not be considered to be Contractor's exclusive remedy. BBRD agrees that in no event shall Contractor be liable for any consequential, incidental, indirect, exemplary or special damages, whether in contract or in tort, in any action, in connection with any goods or services provided by Contractor. The parties acknowledge that specific consideration has been exchanged for this provision. This section shall survive the termination of this agreement.
- **Public Records.** All documents, maps, drawings, data and worksheets maintained by Contractor for BBRD under this Agreement shall be deemed public records pursuant to Chapter 119, Florida Statutes and shall be maintained as public records by Contractor. Upon request from the BBRD public records custodian, provide BBRD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowable under Florida Law. Contractor agrees to ensure that public records that are confidential and exempt from disclosure are not disclosed except as authorized by law. Contractor agrees that upon termination of this Agreement, all proprietary interest of BBRD in its business assets, tangible or intangible, including records, files, lists and information which Contractor deals with or develops during the course of this Agreement shall remain the sole and exclusive property of BBRD, and in no event shall Contractor acquire any interest therein. Contractor agrees that in the event of termination of this Agreement, Contractor shall promptly return at no cost to BBRD all public records documents, forms, contracts, lists and completed work or work in progress relating to the affairs of BBRD and any personal property of BBRD in Contractor's possession at the time of termination. Notwithstanding the foregoing, and in lieu of transferring public records back to BBRD at the termination of this Agreement, the Auditor may keep and maintain public records in accordance with Florida Law at the time of termination of this Agreement. Upon the transfer of public records from Auditor to BBRD at the time of termination of this Agreement, as provided for herein, duplicate public records that are exempt or confidential shall be destroyed by Auditor at the time of termination. If Auditor keeps and maintains public records upon termination of this agreement, the contractor shall meet all applicable state statutory requirements for retaining public records. Public records maintained by Auditor in an electronic format, shall be provided to BBRD in a format that is compatible with the information technology systems of BBRD at the time of termination. All title to supplies, records of any type whatsoever, equipment and furnishings shall remain the sole property of BBRD.
  - **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE**

**PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772.664.3141, SBROWN@BBRD.ORG, BAREFOOT BAY RECREATION DISTRICT, 625 BAREFOOT BOULEVARD, BAREFOOT BAY, FL 32976**

- **Governing Law, Venue, and Attorney's Fees.** *This Agreement shall be governed by the laws of the State of Florida. Any action or legal proceedings to enforce this Agreement or any of its terms, or for indemnification, shall be exclusively brought and prosecuted in an appropriate court of jurisdiction in and for Brevard County, Florida, and the parties to this Agreement consent to the personal jurisdiction and venue of such courts and to the service of process by any manner provided by Florida law. In the event that any legal or equitable action is brought by either party to enforce the terms of this Agreement and/or regarding any work performed pursuant this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing of such action.*
- **Assignment and Binding Effect.** *The rights and obligations of the Contractor under this Agreement are personal. This Agreement may not be assigned or transferred in whole, or in part, by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure for the benefit of the parties hereto and their respective heirs and permitted successors and/or assigns.*
- **Severability.** *This Agreement shall be construed to be valid and enforceable to the fullest extent allowed by applicable law. The invalidity or unenforceability of any term, sentence, or provision of this Agreement shall not affect the validity or enforceability of any other term, sentence or provision of this Agreement, which shall remain in full force and effect.*
- **Consents and Authorizations.** *By the execution of this Agreement, each party acknowledges and agrees that each such party has the full right, power, legal capacity and authority to enter into this Agreement, and the same constitutes the valid and legally binding agreement of each such party in accordance with the terms, conditions and other provisions contained herein.*

## SECTION II

### **SCOPE OF WORK**

A summary of desired work is provided below. Electronic copies of construction drawings can be downloaded at <https://www.bbrd.org/bids>.

The successful proposer will be responsible to obtain all required building permits for the project. A performance bond is not required to be included in the proposal. Specific elements within the construction plans include:

The implementation of electrical infrastructure upgrades and recommendations as provided in the condition assessment report developed by TLC Engineering Solutions, Inc for Buildings 935 and 937 Barefoot Blvd in Barefoot Bay, FL. Upgrades and modifications will replace aging, deficient, and/or hazardous equipment; increase efficiency and quality of site lighting, while reducing light pollution; provide code required working clearances around electrical equipment; and bring the existing building infrastructure in compliance with current Florida Building Code standards and requirements. This will be accomplished through the replacement of existing aging, deficient, or hazardous electrical panels; replacement of existing and addition of new sight lighting in the parking areas and around the perimeter of the building, and relocation of existing mechanical equipment to provide adequate working clearance for electrical equipment.

### SECTION III

#### **REQUEST FOR PROPOSALS TIMELINE**

The anticipated schedule for this RFP is as follows:

Order	Task	Date (and Time if applicable)
1	Florida Today Advertisement	March 23, 2021
2	Publication Date	March 24, 2021
3	Advertisement	March 24, 2021 through April 26, 2021
4	Required Pre-Submittal Site Inspection	April 14, 2021 10am-Noon or by appointment (mattgoetz@bbrd.org)
5	Deadline for Written Questions	April 15, 2021
6	Responses/Addendum Issued	March 25, 2021 through April 19, 2021
7	Submission Deadline (RFQ close date)	April 26, 2021 (4:30pm) at the Administration Bldg. 625 Barefoot Blvd.
8	RFQ Opening and Evaluation Committee Meeting Date (Discussion & Review)	April 27, 2021 (1:00pm Administration Bldg. 625 Barefoot Blvd.)
9	Evaluation Committee Meeting (interviews, if needed, otherwise review of proposals and vote to recommend award to Board of Trustees)	May 4, 2021 (1:00pm Administration Bldg. 625 Barefoot Blvd.)
10	Board of Trustees award of contract	May 14, 2021 (1:00pm, Bld. D/E)

#### **SELECTION PROCESS**

An Evaluation Committee, identified by the Community Manager prior to issuance of the RFP, shall review all responses to the RFP. The Board of Trustees shall be advised of the membership of the committee at the time of the issuance of the RFP.

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 of Trustees Chairman shall serve on the committee as non-voting members.

The Evaluation Committee meetings are subject to Florida's Sunshine Law; and therefore, public notice of the intended meeting of the committee must be posted in advance to allow for the provision of any special accommodation needs of any attendees. Evaluation Committee members should not conduct, with another voting committee member, any discussion related to the proposals received except during public meetings. A memorandum explaining the evaluation process and committee member responsibilities will be provided to each committee member prior to any meeting.

#### **Oral Interviews (If Requested)**

BBRD may choose to conduct oral interviews with one or more of the Proposers. If BBRD chooses to allow oral interviews, such interviews will be open to the public. If oral interviews are held the following guidelines will be used:

- BBRD's Office of the District Clerk will advertise the meeting place, date and time at least seven (7) calendar days in advance. The specific format of the interviews will be established by the evaluation committee and will be provided to Proposers with the notifications.
- BBRD will allot equal time per each Proposer, divided into three sequential parts: formal

presentations, questions and answers and discussion by Evaluation Committee.

#### Evaluation Committee Final Ranking and Recommendation to the Board of Trustees

After the interviews are completed, the Evaluation Committee will re-score all Proposals to determine a final ranking of Proposers considered most capable of performing the required service in the best interest of BBRD.

#### Board of Trustees Award of Final Contract

Staff anticipates on May 25, 2021 or at a later meeting, the Board of Trustees will consider an agenda item regarding the award of a contract. The Board of Trustees has the final authority to award a contract. Once the BOT awards a contract, a formal contract will be drafted by BBRD for signatures of the BOT Chairman and representative of the successful Proposer.

#### **EVALUATION PROCESS**

All proposals will be subject to a review and evaluation process. It is the intent of BBRD that all Proposers responding to this RFP will be ranked in accordance with the criteria established in these documents. BBRD will consider all responsive and responsible submittals received in its evaluation and award process. Incomplete proposals may be disqualified by the Evaluation Committee.

Submittals shall include all the information solicited in this RFP and any additional data that the Proposer deems pertinent to the understanding and evaluation of the Proposals. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each submittal will be ranked based on the criteria herein addressed.

An adjective-based scoring system shall be applied to the non-price factors throughout the evaluation process for the evaluation of the written responses and the interviews (if requested). A score of 0 is the least favorable and a score of 10 is the most favorable in all sections.

The Proposer's response will be scored by Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsive to the requirement.
- 1-3 = Below Minimum Standards: Responsive to the requirement but below acceptable standards.
- 4-6 = Marginal: Minimal acceptable performance standards and responsive to the requirement.
- 7-8 = Satisfactory: Above minimum performance, effective and responsive to the requirement.
- 9-10 = Exceeds expectations for effectiveness and responsiveness to the requirement.

NOTE: The Committee member's score will be multiplied by the "weighted value" assigned to the different sections listed under Criteria equals the total score for that section. (EXAMPLE: ranking score of 8 multiplied by weight of 30% equals 2.4 points).

Proposals will be evaluated by the Evaluation Committee and scored based on the criteria on the following page.

#### **WAIVER OF IRREGULARITIES:**

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

**PROPOSER COMPLAINTS & DISPUTES (PROTESTS):**

Barefoot Bay Recreation District encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the procedures can be found on page 20 of the Policy Manual located at <http://bbrd.org/resident-relations> (click on “BBRD Policy Manual” and the file will automatically download to your computer).

**CRITERIA**

Proposals shall be evaluated based on the following information. Proposers may use the last three pages of this RFP for their submittal or they may provide the information in a different format. Proposals lacking all desired information may be disqualified by the RFP committee.

**Experience and References: (30% X \_\_\_\_ ranking = maximum \_\_\_\_ points)**

- a) Number of years company has worked in Brevard County
- b) A listing of sub-contractors (name, address and contact number) who will work on the project
- c) A listing of comparable client references that are applicable to scope of work outlined in this RFP, (i.e., client name, address, telephone number, contact person, description and size of project and contract amount)
- d) If firm is currently, or has previously provided services for BBRD, please provide an itemized list of these projects to include contact person, type of work provided and contract amount

**Start Date and Number of Days of Project (20% X \_\_\_\_ ranking = maximum \_\_\_\_ points)**

Due to the seasonal nature of BBRD, as early a construction start date as possible is desired. Preference will be given to proposals with the earliest start dates and to the shortest number of days of work. The contract will include liquidated damages of \$250 per day past the number of days stated in the contract. Additional time may be granted if circumstances outside the control of the contractor occur.

**Cost Proposal: (50% X \_\_\_\_ ranking = maximum \_\_\_\_ points)**

Cost proposal shall be segregated per the 3 elements of Section II (Scope of Work) and each element shall be broken out by type of work with unit costs, amount of and brand name of materials to be used. The AIA schedule of values document (see Exhibit A for sample) shall be submitted with the proposal as the primary means of the listing of unit costs, amount of and brand name of materials to be used. Proposers may submit an additional cost summary document, but proposers not submitting a detailed A1A schedule of values cost proposal may be disqualified.

Warranty information shall be included under the “comments” sections where appropriate.

Options shall be listed separately below the total price and shall reference which number item it is replacing.

**SECTION IV****REQUEST FOR PROPOSAL #2021-01**  
**Shopping Center Electrical Upgrades Project****Contact Information**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Point of Contact (name): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Person authorized to submit proposal (name and title): \_\_\_\_\_

Signature of person listed immediately above: \_\_\_\_\_

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

**Experience and References**

Number of years company has worked in Brevard County: \_\_\_\_\_

Sub-contractors to be used on project (name, address, telephone number):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_References (name of project, company name, address, telephone number):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Prior work for Barefoot Bay Recreation District:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_**Anticipated start Date and number of days of the project**

Permit application date: \_\_\_\_\_

Date of commencement of work: \_\_\_\_\_

Number of workdays (excluding weekends): \_\_\_\_\_

## Board of Trustees

## Meeting Agenda Memo

Date: Tuesday, March 23, 2021

Title: **Building A Renovations Project: Change Orders #9, #10, and #10A**

Section & Item: 9.B

Department: R&M/Capital Projects

Fiscal Impact: \$5,943.85

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

Attachments: Parkit BBRD Bldg A Pending Revisions or Changes 031521-signed, Bldg A Renovations Change Order tracker 23Mar21

Reviewed by

General Counsel: No

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



### Requested Action by BOT

Review and approval of change orders #9, #10, and #10A to the Building A Renovations Project.

### Background and Summary Information

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

- Change order #9 addresses unforeseen work needed to accommodate the new hood system at a cost of \$1,897.50 (work is completed).
- Change order #10 addresses the Department of Business and Professional Regulations requirement for a third hand sink in the food assembly/expeditor area of the kitchen at a cost of \$4,046.85).
- Change Order 10A (number added by staff for historical clarity) requests 45 additional days to the contract for the following reasons:
  - Additional hand sink and resulting overhead and underground utility work
  - Procurement of equipment by BBRD direct purchases to avoid sales tax payments
  - Delays in obtaining alternate flooring quote as requested by BBRD staff (election of alternate flooring was not made due to substantially higher cost)
  - Modification to entrance (from assembly area) doors and wall
  - Delays due to BBRD and other vendors in re-routing adjacent CCTV system lines and equipment

The revised total contract with Parkit is now estimated at \$440,979.29 (exact amount is in flux due to the on-going BBRD direct purchase of equipment and the subsequent deductions of said cost and avoided sales tax from the contract). Additionally, the revised contractual date of substantial completion changes to May 4, 2021 with this change order.

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

Staff recommends the BOT approve change orders #9, #10, and #10A at a cost of \$5,943.85 and an additional 45 days added to the contract.

The reader should note, as requested by staff, the vendor provided a list of 6 additional areas of concern that may generate additional change orders:

1. Working platform may be required on the existing Mansard roof for 2 new exhaust fans (deemed not required by the engineering team on March 15, 2021)
2. Modifications to entry walls and doorway system
3. Some of the kitchen equipment items may need to be scaled down slightly to facilitate clear walkway aisles
4. Fire alarm system additions or modifications to accommodate new kitchen configuration
5. New insulation to be provided above the ceiling in the kitchen and men's room area
6. New walk-in cooler / freezer modifications for concrete slab footprint (The concrete slab-on-grade that needs to be built in order to accommodate the new walk-in unit is approximately 33.6 SF larger than the slab detailed on the structural bid set of the plans. Specifically, the permitted bid set of structural plans show the dimensions for the slab to be 16'-0" X 9'-8" or 154.72 SF with a note to coordinate the length and width dimension with the equipment manufacturer. The actual unit supplied will require a slab footprint of 16'-10 &  $\frac{3}{4}$ " x 11'-1 &  $\frac{3}{4}$ " or 188.32 SF.)

# **Parkit Construction, Inc.**



**C.G.C. 1507351**



3/15/21

Mr. John W. Coffey, ICMA-CM  
Community Manager  
Barefoot Bay Recreation District  
625 Barefoot Boulevard  
Barefoot Bay, Florida 32976

RE:               BBRD Building A Renovation  
                      Pending Revisions and Changes (FCN 9 and 10)

Dear Mr. Coffey:

As a follow-up to our meeting from Friday, attached are FCN's numbered 9 and 10 respectively for your corresponding review and consideration regarding the additional duct removal, fill-in areas and the new hand sink installation that is being required by the County Board of Professional Regulations in the low roof area of the existing kitchen.

Due to numerous unforeseen conditions encountered, we are respectfully requesting a 45 calendar day time extension for the project at this time. Please note that the most significant issues which have resulted in a critical delay to the project are as follows:

- 1.) Provision of the added sink, water supply, sanitary/grease connection, electrical connection and provision of an instahot water heater for the new sink to be located in the low roof area of the kitchen (FCN #10). This change has slowed the progression of the overhead and underground utility installation and concrete floor pour backs in the existing kitchen.
- 2.) Procurement of the kitchen equipment, hood and exhaust fans.
- 3.) Difficulties incurred in obtaining pricing and availability for an alternate flooring system requested by BBRD to potentially be utilized throughout the kitchen area similar to the existing Hole 19 kitchen flooring system. The alternate flooring system that was requested is much thinner than the quarry tile specified in the Bldg. A bid documents. As a result, floor drains and doors heights would have required modifications in order to accommodate the modified flooring being requested. Parkit did locate the prior vendor's sales representative utilized for the Hole 19 flooring who had unfortunately contracted Covid-19 and was not able to

# **Parkit Construction, Inc.**



**C.G.C. 1507351**



quote the project quickly. Once we did receive an estimate from the vendor, it was subsequently determined to be cost prohibitive in terms of a preferential change by Owner.

- 4.) Modifications needed to the main entry doors and framing area as well as the adjacent server room to facilitate the existing auditorium walls and ceiling as well as the relocation of the server equipment in the adjacent storage room area.

Moreover, as we discussed in our meeting from Friday, there will potentially be a few other changes in the immediate future which may need to be addressed accordingly. A summary listing of these is as follows for your corresponding reference and use:

- 1.) Working platform may be required on the existing Mansard roof for 2 new exhaust fans.
- 2.) Modifications to entry walls and doorway system
- 3.) Some of the kitchen equipment items may need to be scaled down slightly to facilitate clear walkway aisles.
- 4.) Fire alarm system additions or modifications to accommodate new kitchen configuration.
- 5.) New insulation to be provided above the ceiling in the kitchen and men's room area.
- 6.) New walk-in cooler / freezer modifications for concrete slab footprint.

In closing, thank you, in advance and again, for your ongoing cooperation and your time. As always, please feel free to contact us with any questions that you have or if we can be of further assistance. Thank you.

V/r,

A handwritten signature in blue ink, appearing to read 'Dave Park'.

Dave Park, P.E., C.G.C.  
Owner / Director

Job No./Name BBRD Building A Parkit Construction, Inc.			Date Through 15-Mar-21		
FCN No. 9			RFI or RFP No. RCO No.		
Description of Work: Remove unforeseen duct work in main kitchen area including fresh air entry louver (conflicts with new hood installation.) Infill masonry wall louvre with CMU (seal and paint) & second interior opening with Durorock					
Subcontractor		Qty	U/M	Unit Cost	Total Amount
Remove Unforeseen duct work in Main Kitch (Keep'nCool)		1.00	LS	\$ 500.00	\$ 500.00
Infill Duct Entry Louver with Masonry		1.00	LS	\$ 475.00	\$ 475.00
Infill Secondary Unforeseen Wall Opening Durorock		1.00	LS	\$ 400.00	\$ 400.00
Seal and Paint Masonry Infill Area above Low roof		1.00	LS	\$ 275.00	\$ 275.00
Total Subcontractor					\$ 1,650.00
Material		Qty	U/M	Unit Cost	Total Amount
Small tools / Consumables (5% of Labor)		0.05	LS	\$ -	\$ -
Total Material					\$ -
Labor		Qty	U/M	Unit Cost	Total Amount
		0.00	HRS	\$ -	\$ -
Total Labor					\$ -
Equipment		Qty	U/M	Unit Cost	Total Amount
Small Dump Truck per location		0.00	Days	\$ 360.00	\$ -
Roller / Compactor Estimate w/ Fuel		0.00	Days	\$ 300.00	\$ -
Small Crew Truck per Location		0.00	Days	\$ 96.00	\$ -
Total Equipment					\$ -
Other		Qty	U/M	Unit Cost	Total Amount
Dump Truck Fuel per location		0.00	Days	\$ 57.60	\$ -
Small Crew Truck per Location		0.00	Days	\$ 14.40	\$ -
Total Other					\$ -
Subtotal #1					\$ 1,650.00
Overhead Markup (Discount from 10 to 5)		5.00%		\$ 82.50	\$ 82.50
Profit Markup		10.00%		\$ 165.00	\$ 165.00
Bond (Not needed due to ODP reductions)		3.00%		\$ -	\$ -
Total Cost for Change					\$ 1,897.50
Time Requested			=	See Cover Letter	

Job No./Name BBRD Building A Parkit Construction, Inc.				Date Through 15-Mar-21	
FCN No. 10				RFI or RFP No. RCO No.	
Description of Work: Additional hand sink required by County Board of Professional Regulations with new plumbing service, sanitary tie-in to grease line and installation of instahot hot water heater at sink location					
Subcontractor		Qty	U/M	Unit Cost	Total Amount
Extend W/L and tie into Sink (Craftsman Plumbing)		1.00	LS	\$ 750.00	\$ 750.00
Electrical Service Install for Instahot (Current Electrical)		1.00	LS	\$ 1,669.00	\$ 1,669.00
Concrete Pour Back (Tuffest Concrete)		1.00	LS	\$ 250.00	\$ 250.00
Sink and Instahot (Material & Install)		1.00	LS	\$ 850.00	\$ 850.00
Total Subcontractor				\$	3,519.00
Material		Qty	U/M	Unit Cost	Total Amount
Small tools / Consumables (5% of Labor)		0.05	LS	\$ -	\$ -
Total Material				\$	-
Labor		Qty	U/M	Unit Cost	Total Amount
		0.00	HRS	\$ -	\$ -
Total Labor				\$	-
Equipment		Qty	U/M	Unit Cost	Total Amount
Small Dump Truck per location		0.00	Days	\$ 360.00	\$ -
Roller / Compactor Estimate w/ Fuel		0.00	Days	\$ 300.00	\$ -
Small Crew Truck per Location		0.00	Days	\$ 96.00	\$ -
Total Equipment				\$	-
Other		Qty	U/M	Unit Cost	Total Amount
Dump Truck Fuel per location		0.00	Days	\$ 57.60	\$ -
Small Crew Truck per Location		0.00	Days	\$ 14.40	\$ -
Total Other				\$	-
Subtotal #1				\$	3,519.00
Overhead Markup (Discount from 10 to 5)		5.00%		\$ 175.95	\$ 175.95
Profit Markup		10.00%		\$ 351.90	\$ 351.90
Bond (Not needed due to ODP reductions)		3.00%		\$ -	\$ -
Total Cost for Change				\$	4,046.85
Time Requested			=	See Cover Letter	

## Building A Renovations Project Contract Cost History

Date	Change Order #	Description	Change Order Cost	Revised Contract Cost	Approved By	Date Approved
26-May-20	N/A	Original contract		564,435.00	BOT	26-May-20
N/A	N/A	Various direct equipment purchases by BBRD (previous and remaining planned) as allowed by the contract	(191,992.55)	372,442.45	N/A	N/A
17-Nov-20	1	Replace structural support under rooftop HVAC systems ( 30 extra days)	22,245.60	394,688.05	Comm. Mgr.	17-Nov-20
17-Nov-20	2	Replace AC duct and exhaust fan system in eastside air handler room	10,044.89	404,732.94	Comm. Mgr.	17-Nov-20
17-Nov-20	3	Add Electrical run, step down transformer, lights, and ceil fan outlet to Pavilion (cost to be offset by CVO donation of \$2,555.78)	17,767.50	422,500.44	BOT	14-Dec-20
17-Nov-20	4	Remove and replace storage area floor to facilitate plumbing changes	1,725.00	424,225.44	Comm. Mgr.	17-Nov-20
14-Jan-21	5	Removal of unforeseen vent pipe (was abandoned in place year unknown)	747.50	424,972.94	Comm. Mgr.	1/14/2021 (confirmed by BOT on 26Jan21)
14-Jan-21	6	Removal of obsolete rooftop HVAC (abandoned in place circa 2007)	977.50	425,950.44	Comm. Mgr.	1/14/2021 (confirmed by BOT on 26Jan21)
14-Jan-21	7	Conversion of propane tank usage to connection of existing 1,000 gallon underground tank) (7 extra days)	5,635.00	431,585.44	Comm. Mgr.	1/14/2021 (confirmed by BOT on 26Jan21)
14-Jan-21	8	Removal of electrical outlet conflicting with new opening in a wall and installation of new electrical home run	3,450.00	435,035.44	Comm. Mgr.	1/14/2021 (confirmed by BOT on 26Jan21)
16-Mar-21	9	Deconfliction of existing duct work for new hood system	1,897.00	436,932.44	BOT	
16-Mar-21	10	Additional hand sink	4,046.85	440,979.29	BOT	
16-Mar-21	10a	Time extension of 45 days	-	440,979.29	BOT	
<b>Total</b>			<b>64,489.99</b>			

## Board of Trustees

## Meeting Agenda Memo

Date: Tuesday, March 23, 2021

Title: **Authorization for Chairman Maino to Execute Shopping Center Re-roofing Contract**

Section & Item: 9.C

Department: R&M/Capital Projects

Fiscal Impact: \$202,000.00

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

Attachments: Draft Agreement Shopping Center Roof Repair MGM

Reviewed by

General Counsel: Yes

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



### Requested Action by BOT

Review of draft contract and authorization for Chairman Maino to execute on behalf of BBRD.

### Background and Summary Information

In late FY20, the BOT awarded contract to MGM Contracting, Inc. for the re-roofing and replacement of the restaurant vent system at the Shopping Center. Due to the change in the Building Code affecting a part of the project, staff authorized a minor re-design of the construction plans on January 19, 2021. Subsequently, MGM Contracting, Inc. proffered a revised bid totaling \$202,000. General Counsel Repperger developed the attached draft contract that was transmitted to the vendor on March 16, 2021 (see attached). Once the vendor and staff agree to the final language of the contract a copy will be forwarded to the Trustees and placed on [www.bbrd.org](http://www.bbrd.org) for public inspection.

Of note, if the BOT does not wish to execute the contract due to the increased cost, staff will prepare new request for proposal to solicit new proposals. The reader should note, the second proposer to the original RFP submitted a bid with a total cost of \$216,100.00.

Sufficient fund balance is available to cover the additional costs.

Since staff does not have confidence issuing a new RFP will guarantee additional proposals or a lower price, staff recommends the BOT authorize Chairman Maino to execute the final contract with MGM Contracting, Inc. in the amount of \$202,000 for re-roofing and replacement of the restaurant vent system at the Shopping Center.

## **INDEPENDENT CONTRACTOR AGREEMENT**

**Project Name:** RFP No. 2020-03 Shopping Center Roof Replacement Project  
**Project Number:** TLC Engineering Solutions Project No. 519157  
**Project Name:** Shopping Center Roof Replacement

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Board of Trustees of the Barefoot Bay Recreation District (herein referred to as the “Owner” or “BBRD”), whose mailing address is 625 Barefoot Boulevard, Barefoot Bay, FL 32976 and MGM Contracting Inc., (herein referred to as the “Contractor”), whose mailing address is 1121 Peachtree Street, Cocoa, FL 32922. All correspondence, submittals and notices relating to or required under this Agreement shall be sent, in writing, to the Owner and Contractor at the addresses above; unless either party is notified, in writing, of a change in address.

### **WITNESSETH:**

**WHEREAS**, it is the intent of the Owner to obtain the services of the Contractor in connection with certain improvements planned for the Shopping Center Facility located at 935/937 Barefoot Blvd., Barefoot Bay, Florida, 32976, hereinafter referred to as the “Project” or the “Work”; and

**WHEREAS**, the Contractor desires to perform all, labor, materials, and provide all equipment necessary to complete the Project in accordance with the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the promises made herein, and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and the Contractor:

### **Article 1**

#### **INTENT, PURPOSE, INCORPORATIONS, DEFINITIONS, AND CONFLICTING PROVISIONS**

- 1.1 The purpose of this Agreement is to govern the general agreement of the Parties. Specific terms agreed to by the Parties are provided for in greater detail in the documents specifically attached and/or incorporated to this Agreement by way of this Article.

- 1.2 This Agreement shall control over any conflict between this Agreement and the bidding documents and any representations made or communications had during the project bidding and award process. This Agreement, the Request for Proposal #2020-03 (attached and specifically incorporated hereto as Exhibit "A"), the TLC Engineering Solutions Plans and Drawings for Project No. 519157 with an "Issue Date" of 01/29/2021 or as otherwise subsequently dated (attached and specifically incorporated hereto as Exhibit "B"), and the Contractor's bid proposal dated July 13, 2020 as revised by a bid proposal dated March 2, 2020 (sic)(collectively attached and specifically incorporated hereto as composite Exhibit "C"), form the full and complete Agreement between the parties. The order of priority of interpretation of the terms of this Agreement shall be the written terms of this Agreement having first priority, the terms of Exhibit "A" having second priority, the terms of Exhibit "B," having third priority, and the terms of Exhibit "C" having fourth priority. This Agreement replaces any and all prior or other agreements or understandings, oral or written, between the parties hereto with respect to the subject matter hereof. The captions are for convenience of reference only and shall not control the interpretation of this Agreement. Contractor agrees that no other promises or inducements have been made to Contractor unless contained in writing, attached hereto or incorporated herein by reference. Contractor, by way of execution of its principal below, represents that it has reviewed this Agreement in its entirety, has a copy of same, and agrees to all the provisions herein.
- 1.3 All terms in this Agreement which are defined in this Agreement shall have the meanings specifically designated herein.
- 1.4 All terms provided in this Agreement shall be read together and shall be given the fullest effect possible.

## **Article 2**

### **SCOPE OF WORK**

- 2.1 The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary to fully and properly perform and complete the aspects of the Project specifically identified in Section II of the Request for Proposals (Exhibit "A", reflected on the plans for Project Number 519157 (Exhibit "B") and specifically identified on the Contractor's Bid Proposal(s), composite Exhibit "C." The Contractor agrees to be solely responsible for applying for and obtaining any and all required permitting from any local, State, or Federal governmental entity necessary to perform and complete the Scope of Services referenced herein. The total Project is specifically defined as follows:

#### **TLC Engineering Solutions; Project No. 519157:**

Consisting of the below listed pages of plans and drawings with an "Issue Date" of 01/29/2021 or as otherwise subsequently dated. Specifically identified by the

following drawing numbers (as may be amended):

- S.1 Structural Abbreviations and Symbols
- S.2 Structural Notes
- S.3 Wind Load Diagram
- S.4 Roof Framing Plans
- S.5 Sections and Details
- G.1 General Notes
- Ex.1 Existing Roof Plan 935
- Ex.1 Existing Roof Plan 937
- A.1 Proposed Roof Plan 935 (excluding angled shingle to metal roof portion)
- A.1 Proposed Roof Plan 937 (excluded angled shingle to metal roof portion)
- A.3 Flat Roof Details: 935 & 937

- 2.2 The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the Contractor by this Article and by all other provisions of the Contract Documents, as well as any labor to be performed, is herein referred to as the "Work." Any amendments or revisions to the drawings that occur through the permit review process constitute justification for modification or amendment to the Contract by Contractor.
- 2.3 The Contractor shall coordinate with Owner's Designee, who shall have final authority to approve designated areas of Owner's property for staging of work and materials. For purposes of this Agreement, Owner's Designee shall be Community Manager, John Coffey, unless designated otherwise.
- 2.4 Work shall take place during Monday through Friday at hours provided on a schedule provided by Contractor and approved by the Owner's Designee. The parties agree that no work shall take place on Saturdays or Sundays unless an emergency situation requires work to be performed and/or prior authorization of said work by the Owner's Designee has been granted.
- 2.5 Prior to work commencing, Contractor shall provide Owner's Designee with a mobilization and parking plan (subject to approval or modification at any time by Owner's Designee) reflecting the location of staging areas for the work to be performed. Any vehicles serving the project may not be located in any area (or for any time periods) in any fire zones or in any way which would interfere with access of first responder vehicles to any of Owner's facilities.
- 2.6 **Prior to any work beginning on the Range Hood and Vent Relocation (and/or grease exhaust system) of the roof associated with the portion of Owner's property operated as a restaurant, Contractor shall provide no less than seventy-**

**two (72) hours advance Notice of Commencement to Owner's Designee.**

**Article 3**  
**PROJECT MANAGER**

- 3.1 The Project Manager shall be Owner's Community Manager, John Coffey or his designee or duly authorized representatives, provided however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Project Manager and so advising the Contractor in writing, at which time the person or organization so designated shall be the Project Manager for purposes of this Contract.

**Article 4**  
**TIME OF COMMENCEMENT AND COMPLETION**

- 4.1 The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed.
- 4.2 Time is of the essence. The Contractor shall achieve Substantial Completion no later than one hundred and twenty (120) calendar days from the date of final permit issuance. On the date of final permit issuance, the Contractor shall promptly notify the Project Manager of the date of permit issuance, and the deadline for Substantial Completion shall be calculated as one hundred and twenty (120) calendar days from the date of final permit issuance. "Final Permit Issuance" shall be defined as the date of issuance of permit(s) by Brevard County that will allow the Scope of Work to begin, which shall be designated the Contract Time.
- 4.3 The Contractor shall also complete the following activities of Work within the interim Milestone dates indicated, as applicable:

Activity

- |    |                         |  |
|----|-------------------------|--|
| A. | Permit(s) Application:  | <u>Thirty calendar (30) days from execution of this Agreement by Contractor and Owner.</u> |
| B. | Site Work Begin:        | <u>Ten (10) calendar days after Permit Issuance.</u>                                       |
| C. | Substantial Completion: | <u>One Hundred and Twenty (120) calendar days from the date of Permit Issuance.</u>        |
| D. | Final Completion:       | <u>Within thirty (30) calendar days from the Substantial Completion date.</u>              |
- 4.4 Should the Contractor fail to substantially complete the Work on or before the dates stipulated as a Milestone dates in Article 4.3 above, or achieve Substantial Completion on such later date as may result from an extension of time granted by the

Owner, the Contractor shall pay the Owner as liquidated damages the sum of \$250 for each consecutive calendar day that terms of the contract remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which the owner will sustain per day by failure of the Contractor to complete within time as stipulated; it being recognized by the Owner and the Contractor that the injury to the Owner which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall cost for liquidated damages be construed as a penalty on the Contractor. The Owner may deduct any Liquidated Damages incurred under this paragraph from pending Payment Applications. The Parties specifically agree that the liquidated damages agreed to herein shall only apply to delay as described in this paragraph and shall not apply to any other breach of this Agreement.

- 4.5 The Parties both recognize and agree, given the current uncertainty of the situation related to COVID-19, that if the Governor of Florida or any other local, state, or federal governmental authority issues any mandatory Stay at Home Order or Act having the effect of law for which the project work is not exempt, the Milestone time periods reflected in Article 4.3 shall be stayed during the pendency of said Order or Act. Upon expiration of the Order or Act staying the Milestone time periods, the Milestone time frames shall thereafter continue with as much time remaining as existed prior to the Order or Act being rendered.
- 4.6 If the supply or availability of labor, equipment, or materials is adversely affected in any way by the impacts of COVID-19, the Contractor shall provide written notice to the Project Manager who shall have the power to issue change orders granting additional time at no cost to either party related to such impacts as reasonable. The Project Manager shall not unreasonably deny any request for additional time which the Contractor can, in good faith, attribute to the impacts of COVID-19 and such additional time, when granted, shall be added to any applicable frames as provided for in Article 4.3 of this Agreement.
- 4.7 In addition to any COVID-19 related delays as cited above, if the parties hereto are delayed or prevented from performing any of their obligations under this Independent Contractor Agreement by reason of strikes, lock-outs, labor troubles, inability to produce materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, pandemics, significant weather events, or other reason of like nature which is not the fault of the party delayed in performing the work or doing the acts required under the terms of this Agreement, then performance of such act shall be excused for the period of such delay or such prevention and the period for performance of such act shall be deemed added to the time herein provided for the performance of any such obligation of either party.
- 4.8 Final Completion Process. Within thirty (30) calendar days of the Contractor advising the Project Manager of Substantial Completion, the Project Manager shall develop a list of items required to render complete, satisfactory, and acceptable all the construction services purchased pursuant to this Agreement in accordance with

Article 2 of this Agreement and shall provide said list to the Contractor. The Contractor shall have thirty (30) days after delivery of the list to complete items on the list and thereby achieve Final Completion.

## **Article 5**

### **CONTRACT SUM**

- 5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, including but not limited to, all obligations pursuant to Article 2 of this Agreement, and subject to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, the sum of Two-Hundred and Two Thousand Dollars (\$202,000.00) herein referred to as the "Contract Sum".

## **Article 6**

### **PROGRESS PAYMENTS**

- 6.1 The Contractor hereby agrees that on or about the last day of every month during the performance of the Work the Contractor will deliver to the Project Manager an Application for Payment of the work for the preceding month. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Agreement shall be made will be made in accordance with Sec. 218.735, Florida Statutes.
- 6.2 The Owner may withhold five percent (5%) of each progress payment as retainage. All retainage amounts held shall be paid upon Final Completion and the final application for payment submitted by the Contractor in accordance with Sec. 218.735 (7) (e), F.S.

## **Article 7**

### **INSURANCE**

- 7.1 The Contractor, at its own expense, shall keep in force at all times maintain during the term of this Agreement the following coverage:

#### **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

As provided by Florida Statutes on all employees and subcontractors.

**GENERAL LIABILITY INSURANCE** policy with a \$1,000,000 combined single limit for each occurrence to include the following coverages: operations, products and completed operations, personal injury, contractual liability covering this Contract, and "X-C-U" hazards. It shall also include \$2,000,000 aggregate coverages.

**AUTO LIABILITY INSURANCE** which includes coverage for all owned, non-

owned and rented vehicles:  
Bodily Injury: \$1,000,000 per occurrence  
Property Damage: \$1,000,000 per occurrence

- 7.2 The Contractor shall provide the Owner with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form acceptable to the Owner. Said Liability Policies shall provide that the Owner be an additional insured. The Owner shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. The most recent Rating Classification Financial Size Category of the Insurer regarding any coverages as required herein, as published in the latest edition of AM Best's Rating Guide (Property-Casualty), shall be a minimum of A.

## **Article 8**

### **OTHER REQUIREMENTS**

- 8.1 The Contractor shall perform the services under this agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the Owner.
- 8.2 The Contractor shall submit a Performance Bond, Labor and Material Payment Bond, and Certifications of Insurance *prior to commencing work on the jobsite.*
- 8.3 It shall be the Contractor's responsibility to be aware of and comply with all federal, state, and local laws. **Non-compliance with contract specifications could result in termination of the contract.**
- 8.4 The Contractor shall not assign any portion of this Agreement without the written permission of the Owner.

## **Article 9**

### **COPYRIGHT**

- 9.1 No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the Owner, under this agreement shall be subject to copyright by Contractor in the United States or any other Country.

## **Article 10**

### **MODIFICATION**

- 10.1 No modification of this agreement shall be binding on Owner or Contractor unless reduced to writing and signing by the Board of Trustees of the Barefoot Bay Recreation District and a duly authorized representative of Contractor.

## **Article 11**

### **PUBLIC RECORDS**

- 11.1 All documents, maps, drawings, data and worksheets prepared by Contractor for Owner under this Agreement shall be deemed public records pursuant to Chapter 119, Florida Statutes and shall be maintained as public records by Contractor. Contractor agrees to provide access to such public records on the same terms and conditions that Owner provides such public records and at a cost that does not exceed that provided for pursuant to Chapter 119, Florida Statutes or otherwise provided by law. Contractor agrees to ensure that public records that are confidential and exempt from disclosure are not disclosed except as authorized by law. Contractor agrees that upon termination of this Agreement, all proprietary interest of Owner in its business assets, tangible or intangible, including records, files, lists and information which Contractor deals with or develops during the course of this Agreement shall remain the sole and exclusive property of Owner, and in no event shall Contractor acquire any interest therein. Contractor agrees that in the event of termination of this Agreement, Contractor shall promptly return at no cost to Owner all public records documents in Contractor's possession at the time of termination. Duplicate public records that are exempt or confidential shall be destroyed by Contractor at the time of termination. Public records maintained by Contractor in an electronic format, shall be provided to Owner in a format that is compatible with the information technology systems of Owner at the time of termination.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT DAWN MYERS, THE CUSTODIAN OF PUBLIC RECORDS AT:**

**STEPHANIE BROWN  
625 BAREFOOT BLVD.  
BAREFOOT BAY, FL 32976  
(772) 664-3141  
SBROWN@BBRD.ORG**

## **Article 12**

### **INDEMNIFICATION**

- 12.1 The Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified thereunder. In any and all claims against the Owner, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under worker's compensation acts, or other related policies of insurance. As part of this indemnification, Contractor agrees to pay, on behalf of the Owner, the cost of Owner's legal defense as may be selected by Owner for all claims described in this paragraph. Such payment on behalf of Owner shall be in addition to any and all legal remedies available to Owner and shall not be considered to be Owner's exclusive remedy. In agreeing to this provision, the Owner does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge specific consideration has been exchanged for this provision. This section shall survive the termination of this agreement.
- 12.2 BBRD shall indemnify and hold harmless Contractor and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of BBRD, or anyone directly or indirectly employed by BBRD, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, BBRD agrees to pay, on behalf of Contractor, the cost of Contractor's legal defense as may be selected by Contractor for all claims described in this paragraph. Such payment on behalf of Contractor shall be in addition to any and all legal remedies available to Contractor and shall not be considered to be Contractor's exclusive remedy. BBRD agrees that in no event shall Contractor be liable for any consequential, incidental, indirect, exemplary or special damages, whether in contract or in tort, in any action, in connection with any goods or services provided by Contractor. In agreeing to this provision, the Owner does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge that specific consideration has been exchanged for this provision. This section shall survive the termination of this agreement.

**Article 13**  
**UNAUTHORIZED ALIEN WORKERS**

- 13.1 BBRD will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 (e) Section 274(e) of the Immigration and Nationality Act. The Owner shall consider a contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

**Article 14**  
**PUBLIC ENTITY CRIMES**

- 14.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of threshold amount provided in Section 287.017, F.S. for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

**Article 15**  
**CONSTRUCTION OF AGREEMENT**

- 15.1 The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

**Article 16**  
**TERMINATION**

- 16.1 If either party fails or refuses to perform any of the provisions of this Agreement or otherwise fails to timely satisfy the contract provisions, either may notify the other party in writing of the nonperformance and terminate the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. Such termination is effective upon the other party's receipt of the Notice of Termination. Anywork, completed or services provided prior to the date of termination shall, at the option of the Owner, become the property of the Owner. The Owner is only responsible for payment for work completed prior to the effective date of termination.

**Article 17**  
**GOVERNING LAW**

- 17.1 This Agreement shall be deemed to have been executed and entered into in the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

**Article 18**  
**VENUE**

- 18.1 Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

**Article 19**  
**ATTORNEY'S FEES AND COSTS**

- 19.1 In the event that any legal or equitable action is brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing such action.

**Article 20**  
**SEVERABILITY**

- 20.1 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**Article 21**  
**LEGAL AGREEMENT**

- 21.1 Due to the legal nature of this Agreement which involves significant rights and obligations of the parties, each party hereby specifically states that they understand and acknowledge that they have had the right and opportunity to consult with an independent legal advisor of their choosing prior to entering into this Agreement. This Agreement shall be not construed as having been drafted by one party over the other party.

This Agreement entered into shall be effective as of the last day of execution by either party below.

Signed, sealed and delivered  
in the presence of:

Witness:

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

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

**BAREFOOT BAY RECREATION  
DISTRICT**

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

Printed Name: MICHAEL MAINO

As its: Chairman

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

Signed, sealed and delivered  
in the presence of:

Witness:

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

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

**MGM CONTRACTING, INC.**

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

Printed Name: MICHAEL G. MILA

As its: President

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

## Board of Trustees

## Meeting Agenda Memo

Date: Tuesday, March 23, 2021

Title: **Amendment to Rules for the Board of Trustees (Public Comment Agenda Items)**

Section & Item: 9.D

Department: Administration, District Clerk

Fiscal Impact: N/A

Contact: Cliff Repperger, General Counsel, General Counsel, John W. Coffey  
ICMA-CM, Community Manager

Attachments: Draft Resolution Amendment to Rules for Board of Trustees,  
proposed revised Rule for Board of Trustees with Reflected Edit Re  
Agenda Item Comments

Reviewed by

General

Counsel: Yes

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



### Requested Action by BOT

Consider proposed Resolution 2021-03 amending the Rules for the Board of Trustees to allow public comment during agenda items.

### Background and Summary Information

Trustee Grunow has expressed a desire to amend the Rules for the Board of Trustees to allow for public comments on specific Agenda items to be made at the opening of those specific Agenda Items rather than under Audience Participation. Attached is a revised draft of the Rules for Board of Trustees and Resolution for the Board's consideration.

## **RESOLUTION 2021-03**

### **A RESOLUTION OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING AND ADOPTING A REVISED SET OF RULES FOR THE BOARD OF TRUSTEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT WITH OTHER PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Trustees has previously adopted multiple Resolutions amending and adopting the Rules for the Board of Trustees as identified in Article XI, Section 2 of the Rules for Board of Trustees; and

**WHEREAS**, the Board of Trustees also approved amendments to the Rules for the Board of Trustees on September 24, 2019 and October 22, 2019 without adoption via Resolution; and

**WHEREAS**, the Board of Trustees desires to adopt a Resolution incorporating an updated version of the Rules for the Board of Trustees that reflects and incorporates all prior edits and amendments to the Rules for the Board of Trustees; and

**WHEREAS**, the Board of Trustees desires to further amend the Rules for the Board of Trustees to allow for public comment on specific agenda items at the opening of each specific agenda item; and

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

Section 1. The Amended Rules for the Board of Trustees attached and specifically incorporated as Exhibit “A” to this Resolution are hereby formally adopted to serve as the Rules for the use by the members of the Board of Trustees of Barefoot Bay Recreation District. The Amended Rules for the Board of Trustees attached and specifically incorporated as Exhibit “A” to this Resolution shall replace and supersede any prior version of the Rules for the Board of Trustees.

Section 2. Severability.

If any portion, clause, phrase, sentence or classification of this Resolution is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the resolution; it is hereby declared to be the expressed opinion of the Trustees of the Barefoot Bay Recreation District that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions

of this Resolution did not induce its passage, and that without the inclusion of any such portion or portions of this Resolution, the Trustees would have enacted the valid constitutional portions thereof.

Section 3. Conflict with other Provisions.

All resolutions or parts of resolutions in conflict herewith are hereby repealed and superseded.

Section 4. Effective Date.

This Resolution and the Amended Rules for the Board of Trustees attached and specifically incorporated as Exhibit "A" to this Resolution shall take effect seven (7) days after adoption.

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

Chairman, Michael Maino	_____
Trustee, Jim Nugent	_____
Trustee, Randy Loveland	_____
Trustee, Jeff Grunow	_____
Trustee, Michael Morrissey	_____

The Chairman thereupon declared this Resolution duly passed and adopted this 23<sup>rd</sup> day of March, 2021.

**BAREFOOT BAY RECREATION DISTRICT**

By: \_\_\_\_\_  
MICHAEL MAINO, Chairman

Attest: \_\_\_\_\_  
JEFF GRUNOW, Secretary

# **RULES FOR THE BOARD OF TRUSTEES BAREFOOT BAY RECREATION DISTRICT**

## **ARTICLE I NAME AND ADDRESS OF ORGANIZATION**

### **Section 1**

The name of the organization is BAREFOOT BAY RECREATION DISTRICT, hereinafter referred to as THE DISTRICT.

### **Section 2**

The mailing address of the District is 625 Barefoot Blvd, Barefoot Bay, Florida 32976-9233.

## **ARTICLE II PURPOSE OF THE RULES**

### **Section 1**

The purpose of these Rules is to implement the applicable Florida Statutes and in particular, Chapter 418.30-309, Laws of Florida, and Brevard County Ordinance 84-05, dated 23<sup>rd</sup> February, 1984, hereinafter referred to as the "Charter"; which said instruments of law and any amendments thereto are incorporated by reference.

### **Section 2**

A further purpose is to inform the residents and property owners of Barefoot Bay as to the operation and management of the District.

## **ARTICLE III THE GOVERNING BODY**

### **Section 1**

The governing body of the District is the Board of Trustees, hereinafter referred to as the "Board."

### **Section 2**

The composition, qualifications for membership, election, term of office, method of replacement or removal and compensation, shall be as specified in Article V of the Charter, and other applicable state statutes.

### **Section 3**

A. The term of office of each elected Trustee shall commence on the first Tuesday after the first Monday in January following his or her election. Trustees shall serve for two (2) years, or until their successors have qualified for office. The Board shall organize itself within fourteen (14) days next after the first Tuesday after the first Monday in January following each November election by electing from its number a Chairperson, two (2) Vice-Chairmen, a Secretary and a Treasurer.

B. Elected Trustees shall be sworn into office at a public ceremony at a convenient time, providing such ceremony shall stipulate the actual date of assumption of office as in subparagraph A above.

C. The officers of the Board shall serve for one (1) year, commencing on the organizational meeting held in January, after the general election, as defined in paragraph A above.

D. Members of the Board of Trustees of the District shall serve no more than three (3) successive complete two (2) year terms; however, term-limited Trustees may serve again two (2) years after the Trustee's last successive complete term. This limitation shall not apply to the portion of any unexpired term served by appointment to fill a vacant seat pursuant to Sec. 418.302 (5), Florida Statutes or Section 4, Article V of the Charter.

### **Section 4**

An in-term replacement of a Trustee shall be made by remaining members of the Board as provided for by Section 4, Article V of the Charter and such selected member shall be seated at the next regular meeting.

## **ARTICLE IV**

### **REGULAR AND SPECIAL MEETINGS**

#### **Section 1**

The Board shall hold all regular meetings in Barefoot Bay, Florida on the second Friday and the fourth Tuesday of each month at a time and place designated by the Board.

#### **Section 2**

Special or emergency meetings may be called and conducted in accordance with Article V, Section 1 of these Rules.

### Section 3

A majority of the entire membership of the Board shall constitute a quorum for the transaction of business.

### Section 4

The Chairperson, or Vice-Chairperson in his/her absence, shall conduct all meetings according to these Rules and Regulations and such other rules as are, from time to time, adopted by the Board; but not inconsistent with the laws of Florida or the Charter.

### Section 5

Workshop meetings may be conducted by the full Board or by a committee of the Board. Meetings will be chaired by a Trustee on a rotating basis. A committee shall be chaired by a Trustee and shall include other members of the public as deemed necessary. The committee may discuss, or prepare written recommendations for future consideration by the full Board. These meetings shall be conducted in accordance with the requirements of the Sunshine Law and shall be properly noticed for public attendance. No business transactions or decisions binding the full Board are permitted.

### Section 6

The following guidelines pertain to the public's attendance at a public meeting and are subject to the Chairperson's discretion (unless otherwise provided below):

1. No attendee shall be allowed the floor until recognized by the Chairperson.
2. No attendee may be allowed more than three (3) minutes on an Agenda Item or audience participation. Attendees may be allowed more than three minutes per Agenda item or audience participation per the discretion of the Chairman. The attendee must fill out a card informing the Chairperson of ~~the~~ the Number of the Agenda Item they wish to speak about prior to the meeting. If an attendee has filled out a speaker's card identifying a specific Agenda item regarding which they wish to speak, the attendee shall be permitted to provide their comments to the Board at the opening of that specific Agenda item prior to the Board's consideration of the item. The Chairperson shall not have the discretion to direct that any attendees wishing to speak on specific Agenda items make their comments at any other time.
3. No attendee shall be required to register his or her attendance. However, those

desiring to be heard must state their name and place of residence.

4. No attendee may be allowed to enter into a debate with members of the Board.
5. All questions shall be directed to the Chairperson, answered by the Chairperson or the Chairperson may refer to other members of the Board.
6. Any attendee shall have the right to use a silent tape recorder, and to make an accurate record of what transpires. A reporter may use this means for the benefit of his readers or listeners.
7. Use of cameras will be allowed, so long as such use is not disruptive or the conduct of the meeting.

## **ARTICLE V**

### **TRANSACTION OF BUSINESS BY THE BOARD**

#### **Section 1**

“The Board shall utilize the latest edition Robert’s Rules of Order as its official rules of procedure. To the extent that a conflict shall exist between these Rules for the Board of Trustees and Robert’s Rules of Order, these Rules for the Board of Trustees shall control.”

#### **Section 2**

All meetings of the Board for transaction of business shall be in harmony with the requirements of Chapter 189.417, F.S., in a building accessible to the public. Any meeting other than a regular meeting or any recessed and reconvened meeting of the Board must be advertised with the day, time, place and purpose of the meeting at least seven (7) days prior to such meeting, except in the case of emergency meetings. Meetings other than regularly scheduled or emergency meetings are deemed to be special meetings and may be called by the entire Board collectively, the Community Manager, and/or the Chairperson as necessary.

A meeting called to deal with bona fide emergency, will be held as necessary upon the call of the Chairperson or at least two (2) requests to convene such an emergency meeting submitted separately by any two (2) Trustees to the Community Manager action taken at any emergency meeting will be ratified at the next regular Board meeting. Reasonable notice of any such emergency meeting will be provided.

#### **Section 3**

No approval of the annual budget shall be granted at an emergency meeting.

#### **Section 4**

All meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, F.S.

#### **Section 5**

Minutes shall be taken, recorded and made available for public inspection at all reasonable time.

#### **Section 6**

Under any Incidental, Manager, or Attorney report, any member of the Board may request that any initial motion made by any other member be determined by the Board to be of significant public importance. If the initial motion is determined to be of significant public importance, the initial motion shall be required to be heard as a specific item on a subsequent agenda rather than acted on by motion under the report.

#### **Section 7**

If an item is continued it should be placed under unfinished business until it is completed unless the Board of Trustees sets a specific agenda for it to be discussed.

#### **Section 8**

The Board shall have the power to create any advisory or fact-finding committee or sub-committee of the Board as deemed appropriate and necessary by the Board collectively. Any Trustee may propose the formation of any such committee of Board sub-committee which may only be formed upon a majority vote of the full membership of the Board. At the time of formation/revision of any such committee or Board sub-committee, the Board shall define in writing the purpose and duration of the committee or Board sub-committee, the number of committee members, their length of terms (committee membership shall not exceed 5 years and Board sub-committee membership shall be limited to one-year or until the Board reorganizes itself under Article 3, Section 3 of this document), appoint the individual members of the committee of Board sub-committee, and assign a staff representative to support each committee. Trustees shall not serve as members of advisory committees. Only Trustees shall serve on Board sub-committees. Each committee or Board sub-committee shall only have the powers granted to it by the Board at the time of establishment. In the event of a change of membership of any committee, replacement members shall only be confirmed upon a majority vote of the membership of the Board. The Board shall have the power to review the membership, purpose, and duration of any committee or Board sub-committee, including the right to dissolve and disband any committee or Board sub-committee, at any time upon a majority vote of the membership of the Board.

The Board shall review all committees (excluding Violations committee) and adopt written purposes of each committee. Existing committee members (excluding Violations and ARCC committees) may be re-appointed for fixed terms with a staggered length of terms to ensure all committee members' terms do not expire at the same time. Under no circumstances

shall a paid staff person be appointed as a voting member of a committee. Applicants for said committees shall submit a resume for consideration of appointment.

Written minutes of committee and Board sub-committee meetings must be kept, with a copy provided to the District Record Custodian for record keeping. Members of all advisory committees and Board sub-committee shall be advised of the Sunshine Laws applicable to the committee members. The BBRD Guidelines for Committee/Task Force form shall be prepared for each committee and shall be turned in to the District Record Custodian for record keeping.

## **ARTICLE VI**

### **DUTIES AND RESPONSIBILITIES OF OFFICERS AND TRUSTEES**

#### **Section 1**

The Board of Trustees have the general powers and duties as set forth in Article V of the District Charter.

Trustees shall:

- Attend all Board of Trustees meetings and workshops, unless otherwise excused by the Chairperson;
- Evaluate the Community Manager and or management company at the prescribed times and provides an assessment of current performance and areas for improvement;
- Respond to resident complaints by referring them to the appropriate entity, Board of Trustees or Community Manager for prompt resolution; and

The Board of Trustees shall determine who has signing authority for all banking and savings accounts of the District. The Board shall determine who has “view only” or “account change” authority. All access to Recreation District accounts must be approved through a regular meeting and be recorded in the official minutes of the Board of Trustees. Changes which affect the status, location and value of any accounts held by Barefoot Bay Recreation District shall be approved by the Board of Trustees.

Safety Deposit Box procedure. Anyone trustee or staff member requesting access to the safety deposit box must notify the Community Manager for the key. Access to the safety deposit box is granted to the Community Manager or his/her designee and one trustee who must also be present at the time of access.

Florida Association of Special District (FASD) Conference Attendance: Newly elected or appointed Trustees, who have not previously attended a FASD Conference, should attend the next FASD Conference after her/his election or appointment. Additionally, each Trustee is eligible to attend the annual FASD Conference, as long as the Administration Budget (Finance and District Clerk Sub-Departments) has sufficient roll-up available budget.

## Section 2

**Chairperson.** The Chairperson or Vice-Chairperson shall preside at all meetings of the Board. The Chairperson shall appoint regular and special committees as necessary. He/she shall also be an ex-officio member of all committees appointed by him/her. In the absence of the Chairperson, the 1<sup>st</sup> or 2<sup>nd</sup> Vice-Chairperson shall act in his/her place. The Chairperson shall perform all the duties of Trustee.

The Chairperson shall sign all contracts and documents requiring the signature of the Board representative. He/She shall have signing, withdraw, deposit and information changing authority on all SBA accounts. The Chairperson may review agenda items with the community manager prior to the release of any final agenda for all regular and special meetings of the Board.

## Section 3

### **Secretary.**

1. Is responsible for directing and over-seeing that the Community Manager maintains all records of the business of the District and any other records required by Florida Statutes;
2. Is responsible for ensuring the Community Manager provides notice of all meetings and that minutes are taken by as required by Florida Statutes;
3. Reviews draft copies of minutes and oversees the necessary corrections before they are issued to the Board of Trustees or public;
4. Performs the regular duties of a Trustee; and
5. Takes roll call at the meetings and determine that a quorum is present.

## Section 4

**Treasurer.** The Treasurer shall be responsible for ensuring that the Community Manager maintains accurate accountings of receipts and disbursements of monies to the operation of the District and shall direct the Community Manager to prepare all financial reports required by the Florida Statutes and any rules or regulations of any state of Florida or federal agency.

Notwithstanding the foregoing, a Trustee who does not have the authority to sign any checks for the District shall be appointed by the Board to review the monthly bank statements of the District for accuracy.

1. The Treasurer or designee shall review all payments and supporting documents for accuracy and sign the Recreation District checks for payment of invoices. In the absence of the Treasurer, the second signature required for all checks over \$5,000 may be any Trustee authorized with signing authority.

2. In the case of any emergency action, the Treasurer or designated person shall act with the Community Manager in the best financial interest of the Recreation District and bring the issue to the Board for approval at the next scheduled meeting.
3. The Treasurer shall initiate any actions approved by the Board for withdrawal and deposit of any funds from the SBA and Money Market accounts of the District.
4. The Treasurer shall prepare reports for the regular scheduled board meetings which accurately reflect the most recent balances of the accounts held by the District. The Treasurer shall prepare a monthly summary report after each close of business and review the bank statement monthly along with the list of deposits and disbursements reflected in that bank statement.

## **Section 5**

The Trustee who is elected Chairperson of the Neighborhood Revitalization (NRP) Program 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.

## **ARTICLE VII**

### **CONFLICT OF INTEREST**

#### **Section 1**

“A code of ethics for all state employees and non-judicial officers prohibiting conflict between public duty and private interest shall be prescribed by law.” (Article III, Sec. 18, Fla. Const.) This mandated Code of Ethics is found in Chapter 112 (Part III) of the Florida Statutes.

#### **Section 2**

Immediate family members of a Trustee shall be prohibited from formal employment or serving in a volunteer capacity (i.e. Golf-Pro Shop Player Assistants, Courtesy Golf Cart Drivers, etc.) with the District during the term(s) of service of said Trustee. This prohibition shall begin upon the post-election or post-appointment formal commencement of the term of the Trustee.

Any family members of a Trustee classified as a current employee (whether working or on approved leave) as of August 9, 2019 will be exempt from this prohibition until the employee separates employment. Immediate family members falling within this prohibition shall be eligible for reemployment with District upon the expiration of the term(s) of the Trustee to which they are related. For purposes of this prohibition, "immediate family member" is defined as one of the following: spouse or significant other, parent/step parent, child/step child, grandparent, grandchild, brother/brother-in-law, sister/sister-in-law, uncle, aunt, nephew, niece, first cousin, in-laws (father, mother, son daughter).

## **ARTICLE VIII**

### **ADMINISTRATIVE DUTIES**

#### **Section 1**

The Board of Trustees employs a Community Manager who is the chief appointed officer responsible for the daily operations and management of all BBRD personnel and functions. The Board of Trustees, as a group in public meetings, provides direction to the Community Manager regarding policy and operational activities. The Board of Trustees is responsible for the selection, evaluation and termination of the Community Manager and/or management company (in lieu of directly hiring a Community Manager). Individual Trustees may discuss any specific issue with the Community Manager in private, but shall not provide specific direction regarding District administrative operations of BBRD, including the operation of individual departments or and management of employees.

#### **Section 2**

Trustees should work closely with volunteer groups or individuals including the District as well as with the Barefoot Bay Homeowners Association.

#### **Section 3**

#### **Organizational Chart**

An organizational chart of the District specifying the Trustee positions and operations structure of the staff will be maintained and modified as required.

**ARTICLE IX**  
**ORDER OF BUSINESS**

**Section 1**

1. Thought for the Day
2. Pledge of Allegiance to the Flag
3. Roll Call
4. Presentations and Proclamations
5. Approval of Minutes
6. Treasurer's Report
7. Audience Participation
8. Unfinished Business
9. New Business
10. Community Manager's Report
11. Attorney's Report
12. Incidental Trustee Remarks
13. Adjournment

**ARTICLE X**  
**AMENDMENTS**

**Section 1**

Amendments to these Rules and Regulations may be introduced by any Trustee in writing. A copy of the proposed amendment shall be posted by the staff on the official bulletin board and on [www.bbrd.org](http://www.bbrd.org) at least seven (7) days prior to the next regular meeting of the Board, after which the Trustees shall vote on the proposed amendment.

Any amendment to these Rules adopted in accordance with this article shall become effective no sooner than seven (7) days after the date of the adoption of a resolution setting forth any amendments.

**ARTICLE XI**  
**PRECEDENT OF LAW**

**Section 1**

Any portion of the Rules in conflict with Florida Laws and the Charter shall be invalid.

## Section 2

These Rules shall supersede any and all previous Rules adopted, including but not limited to, Part I of Resolution 2004-1, 2007-03, 2008-07, 2010-19, 2014-01, 2015-07, 2016-02, 2016-21, 2017-12, and 2017-15.

## Section 3

These Rules are effective upon passage by the Board and adoption of resolution defining said amendments.

DATED: \_\_\_\_\_

\_\_\_\_\_  
MICHAEL MAINO,  
Chairperson

\_\_\_\_\_  
JEFF GRUNOW,  
Secretary