



BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting
April 26, 2022 at 7:00 PM

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Additions or Deletions to the Agenda**
- 5. Approval of the Agenda**
- 6. Presentations and Proclamations**
- 7. Approval of Minutes**
 - A. BOT FY23 Budget Workshop minutes dated March 31, 2022, and BOT Regular Meeting minutes dated April 8, 2022.
- 8. Treasurer's Report**
 - A. Treasurer's Report
- 9. Audience Participation**
- 10. Unfinished Business**
- 11. New Business**
 - A. Acceptance of Donation Request
 - B. BBRD Policy Manual Amendment: Travel Reimbursement Rates and Procurement
 - C. FY22 Budget Amendment: 19th Hole Kitchen & Walk-in-Cooler Project & Mid-Size Truck Replacement
 - D. Neighborhood Revitalization Program (NRP) Purchase Confirmation: 855 Hawthorn Circle
- 12. Manager's Report**
 - A. Community Manager's Report
- 13. Attorney's Report**
- 14. Incidental Trustee Remarks**
- 15. 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 Workshop
FY23-27 Proposed Budget
Thursday, March 31, 2022, 3pm
Building D & E**

Welcome

The Barefoot Bay Recreation District Board of Trustees held a Workshop on March 31, 2022, Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Maino called the meeting to order at 3PM.

Pledge of Allegiance to the Flag

Led by Mr. Maino.

Roll Call

Present: Mr. Maino, Mr. Hurrol, Mr. Nugent, Mr. Amoss, Mr. Morrissey. Also, present, John W. Coffey, ICMA-CM, Community Manager, Stephanie Brown, District Clerk, Mackenzie Leiva, Management Analyst, Matt Goetz, Property Services Manager, Ernie Cruz, Golf Operations Manager and Kathy Mendes, Food & Beverage Manager.

Audience Participation

Walter Meyer-1074 Parkway Lane-spoke in favor of a canopy near Pool #2 for the FY23 budget.

Michael Abdul-426 Sea-Gull-voiced his concern about a resident being removed from the Lounge without a valid reason.

Elaine Van Berschot-1090 Parkway Lane-spoke in favor of lighting under the oaks project.

Review of Proposed FY23-27 Budget

Mr. Coffey gave a review of the FY23 Working Draft Proposed Budget.

General Discussion by Trustees

Mr. Maino stated that he is not in favor of any new projects. Mr. Nugent spoke in favor of focusing on employee compensation, infrastructure and things that would generate more revenue for the district. Mr. Brinker spoke in favor of focusing on employee compensation. Mr. Morrissey spoke in favor of the Pool #2 canopy. Mr. Amoss spoke in favor of waiting on the report from Evergreen before discussing employee compensation plan. He also spoke in favor of completing all the projects as well as smaller projects requested by residents.

Consensus of the BOT to wait on the Evergreen study prior to deciding on FY22/FY23 Capital Improvement Projects.

4/14/2022 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

Adjournment

The next Budget Workshop meeting will be on May 5, 2022, at 7pm in Building D/E

Mr. Amoss made a motion to adjourn. Second by Mr. Morrissey. Mr. Maino adjourned.

Meeting adjourned at 3:32pm

Hurrol Brinker, Secretary

Stephanie Brown, District Clerk

4/14/2022 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

Board of Trustees Regular Meeting

April 8, 2022

1PM –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on April 8, 2022, Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Maino called the meeting to order at 1PM.

Pledge of Allegiance to the Flag

Led by Mr. Cary.

Roll Call

Present: Mr. Nugent, Mr. Morrissey, Mr. Amoss, Mr. Maino, Mr. Brinker. Also, present, John W. Coffey, ICMA-CM, Community Manager, John Cary, General Counsel, Stephanie Brown, District Clerk, Matt Goetz, Property Services Manager, Charles Henley, Finance Manager, Kathy Mendes, Food & Beverage Manager and Rich Armington, Resident Relations/HR Manager.

Additions or Deletions to the Agenda

None.

Approval of the Agenda

Mr. Nugent made a motion to approve the agenda as is. Second by Mr. Brinker. Motion passed unanimously.

Presentations and Proclamations

None

Approval of Minutes

Mr. Morrissey made a motion to approve BOT Meeting minutes dated March 11, 2022, and Budget Workshop minutes dated March 14, 2022. Second by Mr. Amoss. Motion passed unanimously.

Treasurer's Report

Mr. Brinker made a motion to approve the Treasurer's Report for April 8, 2022, as read. Second by Mr. Amoss. Motion passed unanimously.



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Audience Participation

Rodney Peters-906 Cashew Circle-asked for status of the beach restroom project.

Kristina Kline-556 Dolphin Circle-voiced concern with ADA Pool Lift install delays but is happy that the project is now in the permitting phase.

Unfinished Business

Mid-Size Truck Replacement

Staff recommends the BOT revoke the March 11, 2022, award of contract and award a contract to Garber Ford, Inc for a 2022 Ford Ranger XLT truck in the amount of \$25,406.00 and instruct staff to prepare a budget amendment to recognize fund balance to cover the overage.

Mr. Goetz explained the difference between the Ford Ranger and the Ford Ranger XLT.

Mr. Nugent made a motion to revoke the March 11, 2022, award of contract and award a contract to Garber Ford, Inc for a 2022 Ford Ranger XLT truck in the amount of \$25,406.00 and instruct staff to prepare a budget amendment to recognize fund balance to cover the overage. Second by Mr. Amoss. Motion passed unanimously.

New Business

DOR Violations

DOR Violation 21-001921 808 Waterway Drive

Mr. Morrissey made a motion to allow Resident Relations staff to give the homeowner two weeks to come into compliance and refer case #21-001921 808 Waterway Drive to General Counsel Cary for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Brinker. Motion passed unanimously.

19th Hole Kitchen and (2) Walk-in Coolers Project Award of Contract

Staff recommends the BOT award contract for the 19th Hole kitchen renovations and (2) walk in coolers to MGM Contracting in the amount of \$483,379 and instruct staff to prepare a future budget amendment to recognize fund balance for the budget overage.

Mr. Nugent made a motion to award contract for the 19th Hole kitchen renovations and (2) walk in coolers to MGM Contracting in the amount of \$483,379 and instruct staff to prepare a future budget amendment to recognize fund balance for the budget overage. Second by Mr. Amoss. Motion passed unanimously.



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19th Hole Kitchen and Walk-in Project Change Order #1

Staff recommends the BOT approve change order #1 for the 19th Hole kitchen renovations and (2) walk in coolers contract reducing the cost of the project by \$123,149 and removing the Lounge walk in cooler element of the project.

Mr. Morrissey made a motion to approve change order #1 for the 19th Hole kitchen renovations and (2) walk in coolers contract reducing the cost of the project by \$123,149 and removing the Lounge walk in cooler element of the project. Second by Mr. Nugent. Motion passed unanimously.

Utility Cart Replacements

Staff recommends the BOT award contract to Deere & Company for the replacement of two utility carts in the amount of \$17,713.82.

Mr. Amoss made a motion to award contract to Deere & Company for the replacement of two utility carts in the amount of \$17,713.82. Second by Mr. Nugent. Motion passed unanimously.

Confirmation of Building A Retaining Wall Repairs Project Change Orders #1 and #2

Staff recommends the BOT confirm the Community Manager's approval of change orders #1 and #2 in the amount of \$12,600.00 for the Building A retaining wall repairs project.

Mr. Amoss made a motion to confirm the Community Manager's approval of change orders #1 and #2 in the amount of \$12,600.00 for the Building A retaining wall repairs project. Second by Mr. Brinker. Motion passed unanimously.

Minimum Fund Balance Policy Decrease to 15%

Resolution 2022-04 read by Mr. Cary:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2016-11; REVISING THE GENERAL FUND MINIMUM FUND BALANCE POLICY.

Mr. Brinker made a motion to approve Resolution 2022-04 as read. Second by Mr. Morrissey. Motion passed unanimously.



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Continuing Service Contract Selection Process

Direction regarding whether request for proposal (RFP) or request for qualifications (RFQ) processes are used to select vendors for continuing service contracts for electrical, plumbing, and HVAC services.

Mr. Maino was not in favor of the RFQ process but spoke in favor of increasing the minimum staff can approve for projects without obtaining a second quote. Mr. Morrissey spoke in favor of keeping the current RFP process. Mr. Amoss and Mr. Nugent spoke in favor of increasing the staff approval amount for projects.

Mr. Brinker made a motion to issue an RFQ for the three continuing service contracts for electrical, plumbing and HVAC services. Second by Mr. Nugent.

Mr. Brinker rescinded the motion to issue an RFQ for the three continuing service contracts for electrical, plumbing and HVAC services.

BOT direction to staff to prepare a revision to the BBRD Policy Manual's procurement policy for future BOT consideration.

Lounge Outside Bar RFP Evaluation Committee Establishment

Selection of one Trustee to serve as a voting member on the Request for Proposal (RFP) Evaluation Committee for the Lounge Outside Bar project.

Mr. Amoss made a motion to appoint Mr. Brinker to serve as a voting member for the Lounge Outside Bar Project RFP Evaluation Committee. Second by Mr. Nugent. Motion passed unanimously.

Members include Chairman Maino, Mr. Coffey, Ms. Mendes, and Mr. Brinker.

Non-Voting Member-Guy Gorman, 938 Hyacinth Circle

FY22 Budget Amendment: ADA Lifts for all three pools

Resolution 2022-05 read by Mr. Cary:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2021-09; AMENDING THE BUDGET.

Mr. Morrissey made a motion to approve Resolution 2022-05 as read. Second by Mr. Amoss. Motion passed unanimously.



BAREFOOT BAY RECREATION DISTRICT

FY22 Budget Amendment: NRP Sales Proceeds

Resolution 2022-06 read by Mr. Cary:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2021-09; AMENDING THE BUDGET.

Mr. Brinker made a motion to approve Resolution 2022-06 as read. Second by Mr. Morrissey. Motion passed unanimously.

Manager's Report

District Clerk

Future Special Meeting/workshop dates/time confirmation – since most of the BOT prefers daytime meetings/workshops, staff requests confirmation of the following meetings/workshop schedule. Alternate dates/times are provided in parenthesis

- April Townhall scheduled for April 19th at 7pm (Alternate date would be April 28th at 9am)
- October Townhall scheduled for 10/4/22 at 7pm (Alternate date would be 10/6/22 at 9am, 10/20/22 at 9am or 10/26 at 9am)
- Budget Workshop scheduled for 5/5/22 at 7pm (alternate time is 9am on the same day or 5/18/22 at 9am or 5/19/22 at 9am)
- All other meetings/workshops are currently scheduled during the daytime for the balance of calendar year 2022.

BOT consensus to keep future special meeting/workshop dates as scheduled.

Finance

- **Workers Compensation Premium Refund** – BBRD received a \$1,901 refund from FMIT after staff disputed the results of the Workers Comp. audit which resulted in an erroneous bill of \$4,367, a net saving to BBRD of \$6,268. The reader should note that the WC Audit and subsequent dispute were completed simultaneously with the Financial Statement Audit.

Resident Relations

ARCC Meeting 03/15/2022

- 1 Old Business – approved
- 22 Consent Items – approved
- 12 Other Items – 1 approved w/stipulations, 2 denied, and 9 approved



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ARCC Meeting 3/29/2022

- 18 Consent Items – approved
- 13 Other Items – 1 tabled for additional drawings, 1 denied, 5 approved w/stipulations, and 6 approved

ARCC Meeting 4/12/2022

- 1 Old Business – to be presented
- 16 Consent Items – to be presented
- 11 Other Items – to be presented

Next ARCC Meeting

- Is scheduled for April 26th at 9am in the Administration Conference Room

VC Meeting 3/11/2022

- 2 Cases came into compliance prior to the meeting
- 1 Case DOR is working with the homeowner
- 1 Case tabled by the Committee to work with the homeowner
- 3 Cases found to be in violation

VC Meeting 3/25/2022

- 2 Cases – came into compliance prior to the meeting.
- 1 Case – DOR is working with the homeowner.
- 8 Cases – found to be in violation

VC Meeting 4/08/2022

- 12 Cases to be presented
- 9 came into compliance prior to the meeting
- 3 cases found in violation

Next VC Meeting

- Is scheduled for April 22nd at 10am in Bldg. D/E

DOR Enforcement Special Magistrate Hearing (appeal of social membership suspension): A homeowner's request for an appeal of her one-year social membership suspension will be held on Wed., Apr. 20th, Bldg. D/E at 10am. The hearing is open to the public and testimony or comments by any member of the public may be heard



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after the conclusion of the public hearing. The Special Magistrate (Morris Richardson, City Attorney of West Melbourne) will have ten days following the hearing to issue his written finding of facts.

March's Interesting Facts (updated)

- 60 Homes sold
- 48 New Homeowner orientations were given
- 84 Residents were in attendance

Food & Beverage

- Dress up in your sock hoppin', 60's rockin' outfits at the **Rock 'n Roll Doo Wop show** on April 16th from 7-10pm for a chance to win Best Dressed at the event.
- A "Tres de Mayo" (i.e., 3rd of May) buffet will be available at Karaoke on May 3rd from 5-7pm. This event will kick off Taco Tuesday once again lakeside of Lounge.
- A Mother's Day Brunch will be held from 10am-1pm on Mother's Day Lakeside of the Lounge. A variety of breakfast and lunch items, a carving station and pastry will be offered. Royal Ink will perform during brunch from 10am-1pm on the stage and the Bobby Coleman Band will once again be back in the Bay for Street Dance from 2-6pm.

Flyers with all the details are posted.

Property Services

- Completed the rebuild of the entrance boards at the Softball Field
- Repaired loose pavers at the Pools
- Repaired and tightened the ladders at Pool #2
- Repaired Pool #1 heater and then another part broke, waiting on deliver of replacement part
- Completed the install of the new restroom trailer
- Installed new lighting at the restroom trailer
- Prepped Building A for grand opening ceremony
- Cleaned up old excess clay at the softball field
- Addressed ceiling leak in the shower at Pool #1
- Ran additional power for the new POS in Building A kitchen
- Serviced various equipment
- Serviced the RV lot gates
- Dropped off custodial equipment to be repaired in West Melbourne
- Maintained the TuTu walking trail around the lake
- Maintained the Gunther bypass golf cart path
- Sent the surveys for the ADA lifts to the electrician for permitting
- Began repainting the Veterans Memorial
- Began re-siding the Bar behind the Lounge
- Addressed wind damage from the Saturday's evening storm
- Replaced broken board on the Beach crossover
- Delivered and picked up multiple animal traps



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- Replaced Bldg. A door threshold seals and added additional down spouts from the gutter to mitigate water leaking under the doors during heavy rains
- Continued to solicit bids for various projects

Golf-Pro Shop

- Picnic Area scoreboard: completion expected soon (electrical work, roof dry in inspection, and final inspection remaining), installation of picnic tables and concrete pads to follow. Picnic tables were ordered on April 6, 2022.
- The Girls Golfing Gala sponsored by the Martini League and Paradise Planners update
 - Raised over \$1,500 to support BBRD Jr. Golf Program
 - The Juniors want to send out a very big public “thank you so much!”
- Lake bank restoration began Wednesday, January 19th (estimated completion date is April 15th weather permitting)
- Bob Hill (#17 fairway) Complaint – reviewed options and will rope off private property line unless other direction is provided by the BOT
- Easter Sunday April 17th
 - Golf Course Closes at 2pm
 - Last Cart out at 10am
- Greens Renovation #10 and Practice Green
 - April 4th: Initial turf chemical preparation
 - Growth inhibition will be seen within 5 to 7 days; however, turf will still be playable
 - Temporary green on Hole #10 will be put in play on Monday April 25th until duration of project completion
- Irrigation Pump Repairs update
 - Replacement pedestals anticipated to be installed by April 14th
 - Repaired pump anticipated to be reinstalled during the week of April 18th (depending upon availability of crane truck)



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Attorney's Report

Mr. Cary stated that House Bill 535 passed unanimously and is just awaiting a signature from the Governor. Once it is approved by the voters and Brevard County Commissioners, the terms will be 3 years instead of 2-year terms. He also gave an update on DOR Ad Hoc Committee.

Mr. Maino asked if the ballot passes, when will it go into effect. Mr. Cary responded November 2023.

Incidental Trustee Remarks

Mr. Morrissey had a question from a resident regarding why the Building A kitchen could not be used during bingo. Mr. Maino responded that the club using that space chose not to utilize the Building A kitchen.

Mr. Amoss asked if increasing the charter cap has to go on the ballot. Mr. Cary responded yes. Mr. Coffey stated that both the Charter Referendum and the spending cap must go to the BOT for authorization prior to submitting the language to the Supervisor of Elections. He also stated that he and Mr. Cary will be working on the ballot language and will get it to the BOT prior to the deadline. Mr. Amoss encouraged residents to vote and listed some topics that will be on the November ballot.

Mr. Coffey announced that the Special Magistrate Hearing being held on April 20, 2022, at 10am has been cancelled due to Ms. Kelley withdrawing the request.

Adjournment

The next regular meeting will be on April 26, 2022, at 7pm in Building D/E.

Mr. Morrissey made a motion to adjourn. Second by Mr. Brinker Mr. Maino adjourned.

Meeting adjourned at 2:07pm

Hurrol Brinker, Secretary

Stephanie Brown, District Clerk

Barefoot Bay Recreation District

Treasurer's Report

April 26, 2022

Cash Balances in General Fund as of 4/18/22

Petty Cash Total Petty Cash: \$ 2,500.00

Operating Cash in Banks

MB&T Operating Account 458,420.91
Total Operating Accounts: 458,420.91

Interest Bearing Accounts

MB&T Money Market Account 2,751,915.45
SBA Reserve Account 700,221.65
Total Interest Bearing Accounts: 3,452,137.10

Total Cash Balances in General Fund: \$ 3,913,058.01

Total Daily Deposits and Assessments Received for 4/1/22 - 4/18/22

Daily Deposits: \$ 113,059.39
Interest Received: Money Market Account 235.91
Interest Received: SBA Account 173.85
Interest Received: Other Interest -
Golf Revenues 19,518.61
Assessments Received: 293,933.59
Total Deposits Received: \$ 426,921.35

Expenditures for 4/1/22 - 4/18/22

Check Number	Vendor	Description	Check Amount
58950	Crosscreek Environmental, Inc	Progress Pymt #2 GC Lake Bank Restoration	50,000.00
58953	Endeavor Construction	Deposit for Golf Cart Barn Repairs	11,630.00
58960	IM Solutions	50% Deposit for AV System @ Bldg D&E	11,840.42
58971	US Foods	Foodstuff and Supplies	5,839.54
58974	Mark Murphy	NRP Purchase of 855 Hawthorn Circle	24,900.00
58977	ABM Landscape & Turf Services	Golf Course & Ball Field Maint. - 4/22	40,123.67
58983	Card Service Center	Credit Card Processing Fees - 3/22	6,750.51
58996	Omega Technology Solutions, LLC	Monthly IT Support: 4/22	5,862.08
59007	TLC Engineering Solutions Inc	Lounge and Patio Services	6,900.00
59008	United Food Truck	Food Truck Mid Constructiion	24,202.50
59009	United Food Truck	Food Truck Final Payment	13,859.36
59012	Vose Law Firm, LLP	Legal Fees: 3/22	7,500.00
59026	Current Electrical Solutions Inc	Shopping Ctr Electrical Upgrades Draw #4	16,625.00
59032	Health First Health Plans Inc	Employee Health Insurance: 5/22	33,698.86
59039	Home Depot Credit Services	Building and Grounds Supplies	8,036.70
59045	MGM Contracting, Inc	19th Hole Renovations Draw #1	136,879.00
59056	US Foods	Foodstuff and Supplies	6,188.72
	Florida Department of Revenue	Sales Tax: 3/22	22,071.04
	Paychex	Net Payroll - PPE 4/10/22	65,273.53
	United States Treasury	Payroll Taxes - PPE 4/10/22	18,491.21

Total Expenditures \$5,000 and above: \$ 516,672.14

Expenditures under \$5,000: \$ 93,868.88

Total Expenditures: \$ 610,541.02

Board of Trustees Meeting Agenda Memo

Date: Tuesday, April 26, 2022
Title: **Acceptance of Donation Request**
Section & Item: 11.A
Department: Golf
Fiscal Impact: \$858.50
Contact: Ernie Cruz, Golf Manager, John W Coffey, ICMA-CM, Community Manager
Attachments: donation request form, bench quote, Excerpt from Policy Manual
Reviewed by General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Acceptance of a donation request for a bench on the Golf Course.

Background and Summary Information

Per BBRD Policy Manual (since 2015), the party requesting to donate the item must pay BBRD the cost, and staff will procure the donation.

Mrs. Jackie Broderick requests to donate a bench in memory of her husband Dennis Broderick who died recently. Rule 3.5.1 (for donations) states "no gifts or memorial may be considered until the person has been deceased for more than 90 days." The donator requests the BOT waive this clause in the acceptance of the funds for the bench.

Staff recommends the BOT waive the 90-day clause and accept the donation of \$858.50 from Mrs. Broderick for a bench on the Golf Course.



Memorial/Gift Request Form

Select One: Memorial Bench ☒ Memorial Tree ☐ Gift ☐

In Memory Of: Dennis Broderick

Name of Donor or Representative: Jackie Broderick

Address: 404 Hawk Dr City: Barefoot Bay State: FL

Phone: 321 514 6456 Email: jbbrd1@yahoo.com

Requested Location: Golf Course 10th hole

Requested ~~Bench Style~~/Tree species: Bench with Back

Additional Description of requested memorial/gift

Remember "This ain't no dress rehearsal"

By signing below, the donor acknowledges and agrees to abide by the Barefoot Bay Recreation District Gifts/Memorials Guidelines, which can be found in section 3.5 of the Barefoot Bay Recreation District Policy Manual.

Jackie Broderick
Signature

Please submit this form to the Office of the District Clerk, 625 Barefoot Blvd, Barefoot Bay, FL 32976 or email to Stephanie Brown at sbrown@bbrd.org.

www.bbrd.org
625 Barefoot Blvd, Barefoot Bay, FL 32976
Administration Building Phone: 772.664.3141
Fax: 772.664.1928

Updated January 2022



American Recycled Plastic

A Family Owned & Operated Business Since 1989

773 N. Union Grove Rd / Friendsville TN 37737

Ph: 865.738.3439



Customer Quote

Client:	Barefoot Bay Recreation District	Quote #:	0412-022
Contact:	Matt Goetz	Phone:	772-494-9985 / 772-664-2063
From:	Amy	Email:	mattgoetz@bbrd.org
Item:	Recycled Plastic Custom Bench	Date:	4/12/2022

Products*

Item #	Description & Size	Color	Qty	Ea Price	Extension
BDP6	Deluxe Park Bench 6', Black Legs	Charcoal	1	\$499.00	\$499.00
Custom	Engraving, 3", per character		36	\$4.75	\$171.00
DELFE	Ground Freight*				\$188.50

*Ships in 2 oversized boxes

Order Subtotal Prior to Sales Tax		\$858.50
Sales Tax	TN Locations Only 9.75%	\$0.00
QUOTE TOTAL:		\$858.50

*pricing is based on one single order of item(s) quoted.

Terms & Conditions

Order Type: This is a custom/personalized order and current lead times are 4 weeks for the bench and 3 weeks for the personalization.

Freight/ Shipping: Quote is for ups ground delivery, UPS drivers usually deliver to front door only.

Delivery: Items ship boxed, final assembly is required.

Payment Terms: We accept Checks, MC/Visa, Amex and Discover for your convenience.

Notes:

Accept Quote / Place Order

Signature required to accept the above terms & place order: _____

Thank you for the opportunity to present this quote; we look forward to working with you!

Once an order is placed, you will receive an Order Confirmation within 24-48 hrs.



American Recycled Plastic, Inc. / 865.738.3439 / www.itsrecycled.com

18. Any private commercial caterer and/or event planner providing food-related services for any resident or club-hosted meeting or special event, excluding simple food service delivery, shall be required to execute an indemnification and hold harmless agreement in favor of the District related to any food-related services provided.

3.5 Guidelines for Gift and or Memorials for the Barefoot Bay Recreation District¹⁸⁴

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

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

Part 4. Public Records Request Policy

4.0 PURPOSE.¹⁸⁵

Barefoot Bay Recreation District ("BBRD") is committed to the tenets set forth in Chapter 119, Florida Statutes, governing access to public records, also known as Florida's Public Records Act.

The purpose of this Policy is to provide guidelines and procedures for BBRD staff to assure compliance and uniformity with regard to handling of requests for inspection and copies of public records not exempted by state law.

To the extent that any term is not specifically defined herein, the definitions pursuant to Sec. 119.011, F.S. shall apply to any request for public records submitted to BBRD.

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, April 26, 2022

Title: **BBRD Policy Manual Amendment: Travel Reimbursement Rates and Procurement**

Section & Item: 11.B

Department: Administration, District Clerk

Fiscal Impact: N/A

Contact: Charles Henley, Finance Manager, Matt Goetz, Property Services Manager, John W Coffey, ICMA-CM, Community Manager

Attachments: Policy Manual revised 26Apr22, Resolution 2022-07 - revised Policy Manual

Reviewed by

General Counsel: Yes

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



Requested Action by BOT

Consideration and approval of Resolution 2022-07.

Background and Summary Information

Travel Policy Revisions

Currently, the Barefoot Bay Recreation District Policy Manual allows for the reimbursement of travel expenses and/or the payment of per diem and mileage to public officers, employees, and authorized persons who travel on District business under certain circumstances and in accordance with Section 112.061, Florida Statutes.

Section 112.061, Florida Statutes 2021 establishes the reimbursement rates for mileage at 44.5 cents per mile and per diem meals rates at:

\$6 Breakfast

\$11 Lunch

\$19 Dinner

Section 112.061, Florida Statutes established the current reimbursement rates for mileage and per diem in 2009. Inflation between January 2009 and February 2022 is more than 34% as measured by the Bureau of Labor Statistics CPI for All Urban Consumers (CPI-U) and has grown over the last 15 months to a 40-year record high.

believe the current State reimbursement rates are woefully inadequate to cover the actual costs incurred by authorized persons who travel on BBRD business. The General Services Administration (GSA) annually establishes per diem reimbursement rates for meals and incidental expenses (EM&I) (currently \$59.00 per day) for federal employees on official travel away from their local duty station or areas defined by their agency.

The Internal Revenue Service (IRS) annually establishes standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical, or moving purposes. The standard mileage rate (currently 58.5 cents per mile) for business use is based on an annual study of the fixed and variable costs of operating an automobile.

Section 112.061, Florida Statutes allows BBRD to provide a per diem and travel expenses by resolution as long as the new rates are not less than the statutory rates. The GSA Standard EM&I Per Diem Rates and the IRS Standard Mileage Rate are not below the statutory rates.

Staff proposes the following changes to Page 5:

Per diem and travel expenses of public officers, employees and authorized persons shall be reimbursed in accordance with Section 112.061, Florida Statutes using the applicable General Services Administration (GSA) Standard Meals and Incidental Expenses (M&IE) Per Diem Rates and the Internal Revenue Service (IRS) Standard Mileage Rate. Training will be completed in state only. In the event there is a need for out of state training, the Board will approve the travel. These basic policies apply to all BBRD travel:

1. All travel, if is pre-authorized by the Community Manager
2. Receipts are required for reimbursed expenses
3. Rates of pPer diem and subsistence allowance and mileage rate for use of personal vehicles is reimbursed in accordance with Sec. 112.061, F.S. using the applicable GSA Standard M&IE Per Diem Rates and the IRS Standard Mileage Rate.
4. Expense reports that approved by the Department Head and Community Manager are reimbursed in a timely manner.
5. Traveler must elect prior to travel use of per diem or reimbursement for meal expense (including up to 15% tip and sales tax).

Procurement Policy Revision

On April 08, 2022, in lieu of issuing request for qualifications for various equipment repair and replacement services, the BOT reached a consensus to amend the procurement policy to increase the threshold for a required second bid under certain circumstances. Staff proposed the following changes to the Exceptions to Competition as found on page 13:

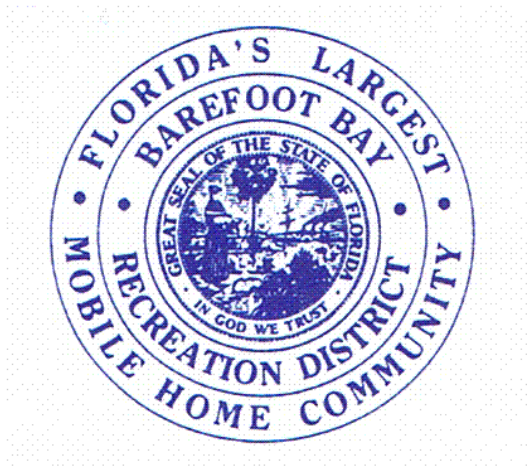
The competitive procurement process may be waived:

1. In defined emergencies, documented in accordance with the Emergency Purchases section of these policies.
2. For sole source procurements documented and approved in accordance with the Sole Source Purchases section of these policies.
3. For seminars registrations and professional membership dues and fees.
4. For purchase of local utility services for BBRD owned or operated facilities.
5. Postage expense, when billed by a vendor at the currently prevailing postage rates established by the U.S. Postal Service.
6. Repair or services for proprietary equipment, software, hardware, etc.
7. Capital or R&M projects proposed by a vendor responsible for long-term maintenance when recommended by responsible department manager and approved by the Community Manager.
8. Repairs that require action within 72 hours.
9. Under other documented and justified circumstances approved by the Community Manager
10. Repair and/or replacement of equipment, including but not limited to electrical, plumbing, HVAC, irrigation/pumps, etc., where a vendor has previously performed similar service in a satisfactory manner, as approved by the Community Manager, and not exceeding \$9,999.99 in cost.

Staff recommends the BOT approve Resolution 2022-07 Amending the BBRD Policy Manual as attached.

Barefoot Bay Recreation District

Policy Manual



Adopted by the Board of Trustees on ~~August 13, 2021~~ April 26, 2022

Barefoot Bay Recreation District
Policy Manual
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Barefoot Bay Recreation District
Policy Manual
PURPOSE

PURPOSE

The Barefoot Bay Recreation District Policy Manual has been developed to provide the Board of Trustees and employees of the District with assistance in effectively performing their responsibilities by stating the policies of the District and the Financial Department and the ways and means of accomplishing its goals.

This Policy Manual was established based on the criteria identified by applicable state law and statutes, administrative code and Uniform Accounting System Manual and recommendations from the District's financial auditors.

The reasons for developing a Policy Manual include:

1. Written policies promote teamwork.
2. Written policies promote clarity, consistency and continuity of performance.
3. Written policies provide useful information for training programs and a means of comparing competent practice to the written approved descriptions of policies.
4. The written manual is a central source of adding, changing or deleting policy.
5. Written policies promote proper delegation of authority.
6. Using a policy manual supports effective time management for supervisors to provide for planning and departmental development functions.
7. Policy manuals save supervisory time spent in answering repetitive questions.
8. Policy manuals serve as a source document for inspection by approval agencies.

The Board of Trustees will modify and adopt changes to the Policy Manual as needed to best serve the operation and intent of the Recreation District and will conduct a full review as needed to address any recommended changes to the entire document.¹ Revised Policy Manuals will replace the outdated policy manuals (if changes are made) in all Departments as soon as possible after adoption. The Department Managers will be responsible for replacing the Policy Manuals and the necessary review and training required by the updates. The Policy Manual will be updated and printed through the Administration Department of the Barefoot Bay Recreation District.

To the extent that these policies reference any specific statute, ordinance, law or rule, the Board specifically intends that these policies shall comport with and/or incorporate any amendments to such statute, ordinance, law, or rule subsequent www.myflorida.com is the website for easy access to Florida Statutes. As the statute(s) change(s), this policy manual will be modified accordingly.

Part One. General Operating Policy

1.0 EMPLOYMENT AND TRAINING

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

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

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

1.1 TRAVEL POLICY

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

Per diem and travel expenses of public officers, employees and authorized persons shall be reimbursed in accordance with Section 112.061, Florida Statutes using the applicable General Services Administration (GSA) Standard Meals and Incidental Expenses (M&IE) Per Diem Rates and the Internal Revenue Service (IRS) Standard Mileage Rate. Training will be completed in state only. In the event there is a need for out of state training, the Board will approve the travel. ⁵These basic policies apply to all BBRD travel:

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

1.2 REPORTS REQUESTED BY THE BOARD OF TRUSTEES

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

1. A financial report showing the actual expenses and revenues for each month and year to date compared to the budget amount for the year for all departments and overall district.
2. Revenues and Expenditures of any federal, state, or local agency grant funds applicable to any budgeted project shall be accounted for as separate line items.

The following report shall be provided at each meeting:

1. A listing of all checks paid by the District from the previous meeting to the current report time. The list will include the amount of the check, vendor, and description.

1.3 JOB INSTRUCTION TRAINING MANUAL

Job Instruction Training Manual will be established and updated by management on an "as needed" basis. Input from the Department Managers and employees will be valuable in keeping these documents current and representative of actual procedures. Attention will be focused on best practices as recommended by management, audit recommendations, and legal professional recommendations. Department Managers will be responsible for instruction and training on the updated JIT and Procedure Manual.

Part Two. General Financial Policies

2.0 ACCOUNTS PAYABLE

All bills, packing slips, filled purchase orders and applicable paperwork must be turned into accounts payable on a daily basis, and all bills must be signed by the department manager or designee.⁸ Unsigned bills will be returned to the department and payment will be delayed.

Sales Tax

Sales tax is collected on all taxable items and paid in accordance with Florida Statutes. This includes, but is not limited to, shopping center rentals, pro shop sales, food and beverage sales and resident user fees.

2.1 ACCOUNTS RECEIVABLE

All receipts are recorded when received and coded to the proper General Ledger accounts. Bank deposits from each location are compiled into one deposit and deposited with the bank of record each day. Customer accounts will be credited with payment receipts by the next business day following the receipt of the payment.

2.2 ASSESSMENT FEE COLLECTION POLICY

Customers delinquent 30 days or more are subject to a monthly \$10.00 delinquent fee until their account is current. Payments are due on the first day of each month. Accounts are delinquent after 30 days.

When a resident goes 60 days past due, the District mails a demand letter that documents the delinquency and notifies the property owner of the District's intent to collect the debt. If there is no response to the demand letter, 10 days from the date of the letter, a lien is recorded on the property.

The District sends a copy of the signed and notarized lien to the resident, both by certified mail and by regular mail and the District files the lien with the county. If there is still no response sixty (60) days after the date of recording or one year after the delinquent installment first became due (whichever is later), the overdue account will be sent to the District's attorney for collection.

In cases where a property owner disputes the District's assertion that an assessment payment is delinquent, the District shall reimburse the property owner up to an amount of \$50.00 in bank fee charges incurred by the owner to obtain bank documentation which affirmatively demonstrates that payment of the delinquent assessment was made timely by the owner. Such reimbursement shall be made only after verification of valid payment by the District, and in no instance shall District funds be advanced to an owner for such purpose prior to verification of valid payment.

Effective October 1, 2009, the District shall collect its assessment via the uniform method for the levy, collection, and enforcement of non-ad valorem assessments pursuant to Sec. 197.3632, Florida Statutes. Delinquent accounts as of that date will be processed by the District in the manner provided for above.

2.3 CONVEYANCE OF PROPERTY

The appropriate social membership fee plus sales tax is collected from each new owner each time the property changes hands, in accordance with the District's General Rules Applicable to District Facilities and the Deed of Restrictions.

2.4 PAYROLL

Payroll is processed on a biweekly schedule. The pay period runs Monday 12:01am to Sunday at 11:59pm.

All employees must use the accepted method of time keeping for recording time in and out as well as sick, vacation, and personal time off.

2.5 RETIREMENT PLAN

A retirement plan is available for any full-time employees who wish to participate. The District will match one for one up to 3% of employee's deduction of gross wages.⁹

2.6 INVENTORIES

Monthly a physical inventory is taken of food and beverage supplies, food stock, and pro shop merchandise and reconciled to the ledger.

2.7 FIXED ASSETS (tangible personal property)

A listing of all fixed assets with a value of \$2,000.00 or more will be maintained, updated, and completed for each year by September 30th. Each item received is tagged with an all-weather tag. Additions and deletions of tangible asset require approval by Community Manager.¹⁰

Surplus or otherwise obsolete tangible personal property owned by the District may be disposed of in any manner as provided in Chapter 274 Florida Statutes, or as otherwise provided by general law.

2.8 YEARLY BUDGET SCHEDULE AND LEVY OF ASSESSMENTS

The audit should be completed according to Florida Statutes. The yearly budget schedule is prepared in accordance with the requirements as provided in Article VI BREVARD COUNTY ORDINANCE NO. 84-05 (The Charter of the Barefoot Bay Recreation District) as excerpted below:

Fiscal Year and Budget Process

"The fiscal year of the district shall commence on October 1 of each year and end on September 30 of the following year. The trustees shall, on or before April 1 of each year, prepare an annual financial statement of income and disbursements during the prior fiscal year. On or before July 1 of each year, the trustees shall prepare and adopt an itemized budget showing the amount of money necessary for the operation of the district for the next fiscal year and the special assessment to be assessed and collected upon improved residential parcels of the district for the next ensuing year. Each year such a financial statement shall be published once during the month of April in a newspaper of general circulation within the county. A copy of the statement and a copy of the budget shall also be furnished to each owner of an improved residential parcel within 30 days after its preparation, and a copy of each shall be made available for public inspection at the principal office of the district at reasonable hours."

In order to meet the time frame mandated by the Charter, and the Florida Statutes, the Community Manager will begin to hold pre-budget meetings with each department of the district in order to have a draft of the proposed budget available for trustee perusal and public meetings. The Community Manager shall have a working draft available by April 1 of each year.

April 1	Prior fiscal year Financial Statement and working draft of next fiscal year's Budget to be presented to Trustees.
First Week of April	First working draft presented to the Trustees
Third Week of April	Workshop for the Trustees to give their recommendations to the Community Manager.
Fourth Week of April	Publish prior fiscal year Financial Statement in generally circulated newspaper within Brevard County.
Third week of May	Workshop to present proposed draft for mail out to community and hear comments from both Trustees and citizens.
Regular May Meeting	Adopt proposed draft for mail out to property owner of record and set Public Hearing date (must be 21 days after notice is published).
On or before Monday after May meeting	Publish notice of Public Hearing in newspaper of general circulation (must be 21 days prior to hearing). Mail proposed budget, proposed assessment rate, and prior year financial statements to all property owners of record.
June 20th to June 30th	Time frame for Public Hearing, for community input, on proposed budget, proposed assessment that was received in mail. Board will have to consider two resolutions. One to set the special assessment rate, and one to adopt the formal budget.
September 15	Deadline to certify the Non-Ad valorem Assessment Roll to Brevard County Tax Collector
September 30	Current fiscal year ends
October 1	New fiscal year starts

2.9 ESTABLISHING A NEW FUND

It is the policy of the Recreation District to establish a new fund based on the criteria identified by the State of Florida in the Uniform Accounting System Manual. The manual recommends that only a minimum number of funds consistent with the legal and operational requirements of the District should be established. Each new fund adds complexity and costs to the administration of the District's financial system. A fund is defined as an independent fiscal and accounting entity consisting of a self-balancing set of accounts segregated for the purpose of carrying on specific activities in accordance with defined regulations, restrictions and limitations. This policy should address the following areas when opening a new fund:

Charter Reference

The terms of reference are required, giving authority to open a new fund and setting out its purpose, manner of operation and peculiarities, if any.

Fund Identification and Interaction with Other Funds

The named fund is allocated an identifying number for General Ledger data collection and reporting.

The General Ledger set-up should take cognizance of the relationship of the new fund to existing funds and the appropriate codes put in place to facilitate operation.

2.10 Budget Amendments and Transfer ¹¹

Budget Amendments

Budget amendments that either increase or decrease the amount of a fund or department within the General Fund will be recommended by the Finance Manager, approved by the Community Manager and authorized by an affirming vote of the Board of Trustees with an accompanying resolution to the budget amendment.

The only exception to this policy will be the annual allocation of the employee incentive budget once all employees have received their annual evaluations. This Budget Transfer will be recommended by the Finance Manager and approved by the Community Manager. A copy of said budget amendment will be provided electronically to the Trustees on the date of execution.

Budget Transfers

Budget transfers that do not either increase or decrease the amount of a fund or department within the General Fund will be recommended by the Finance Manager and approved by the Community Manager.

2.11 CHART OF ACCOUNTS – GENERAL LEDGER ACCOUNT STRUCTURE

Each fund has its own chart of accounts for all transactions relating to:

- Balance Sheet
- Revenues
- Cost of Sales (if applicable)
- Expenditures /Expenses

Barefoot Bay Recreation District Policy Manual

The funds and purposes are listed below. The General Fund and the Debt Service Fund consist of revenue and expenses for various operations. The other funds listed below are maintained as record-keeping funds.

Description	Purpose
General Fund	Legislative Expenses, includes G/L accounts for Special Reserve, Stormwater, Capital, and Shopping Center departments. Revenue received as federal, state, or local agency grant funds shall be maintained in a separate account within the General Fund.
Debt service fund	To record deposits and payments to long term debt
General Fixed Assets Fund	Used to record capital assets and accumulated depreciation
General Long-Term Debt Fund	Current balances for Long Term Debt
Government Wide Fund	Reconciling/conversion entries to Government Wide Statements

2.12 BANK ACCOUNTS

The District maintains bank accounts necessary to provide for operations.

<u>Account</u>	<u>G/L Account #</u>	
General Fund General Fund)	001-101000	(Purpose: receipts and expenditures for the

Investment Procedures¹²

The District does not have a written investment policy that adheres to F.S. Section 218.415. Therefore, the District can only invest in the following instruments and programs:

1. The Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in s. 163.01.
2. Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
3. Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in s. 280.02.
4. Direct obligations of the U.S. Treasury.

The District currently participates in the State Board Association Pooled Investment Program (SBA). The interest earned on the SBA investments is recorded when it is received.¹³ Funds are only moved between Financial Institutions by authorized resolutions adopted by the Board of Trustees. Funds may be moved between accounts at an Institution by recommendation of the Finance Manager and the approval of the Community Manager with notification to the Board of Trustees upon execution.¹⁴

2.13 PROCUREMENT POLICY

Ethical Standards and Their Application to Procurement

No officer or employee of the Barefoot Bay Recreation District shall have any financial interest in the profits of any contract, service, or other work performed for BBRD; nor shall an officer or employee personally profit directly or indirectly from any contract, purchase, sale, or service between BBRD or any person or company, nor personally or as an agent provide any surety bail or bond required by law or subject to approval by the Board of Trustees. No officer or employee shall accept any free or preferred service, benefits, or concessions directly or indirectly, from any person or company doing business with, or soliciting business from BBRD.

Payment of Sales Tax

In accordance with State law, Barefoot Bay Recreation District is exempt from paying sales tax on purchases. A copy of the District's sales tax exemption certificate shall be maintained and available at the administrative offices.

Capital Budget Expenditures

The Board of Trustees and Community Manager must approve all Capital budget purchases. Capital budget purchases or outlays are for the acquisition of or addition to fixed assets. They generally add value to the land or building, have a useful life of more than one year, are of a non-consumable nature, and must exceed \$5,000.00¹⁵ in value.

Capital Budget expenditures are classified as:

1. Land: including land acquisition cost, easements, and/or rights of way.
2. Buildings
3. Improvements other than buildings: including, but not limited to, roads, bridges, curbs and gutters, docks, wharves, fences, landscaping, lighting systems, parking areas, storm drains, and athletic fields.
4. Machinery and equipment: includes motor vehicles, heavy equipment, office furniture and equipment
5. Construction in progress: used to account for undistributed work in progress on construction projects.

General Purchasing Requirements

Community Manager shall ensure that the funds are sufficient and authorized for all expenditures. Each department/area of operation purchases supplies and inventory items according to the department's budget plan for the fiscal year. This policy has been deemed the most cost-effective, efficient approach to purchasing. The purchase of office supplies shall be coordinated through the community manager's office. The department heads/managers shall be responsible for staying within their budget as adopted by the Board of Trustees.

Department	Department Head or Designee
Administration	Community Manager or Designee

The Community Manager is authorized to approve budgeted expenditures of up to \$15,000.00¹⁶ without Board authorization. All expenditures of \$15,000.00¹⁷ or more shall be authorized by the Board of Trustees and have two authorized signatures on ANY check.

Use of Purchase Orders-Competitive Pricing

The primary method of purchasing a product is through a purchase order. A purchase order ensures that proper procedures and approvals have been obtained prior to placing the order for the product. Certain items do not require a purchase order and are listed under exceptions to the use of Purchase Orders.

1. For purchases of up to \$1,999.99¹⁹²⁰, a purchase order and competitive pricing is not required; however, obtaining quotations is recommended whenever practical.
2. For purchases of \$2,000.00 to \$24,999.99²¹²² informal quotes are required from at least two sources. A "No Bid" does not constitute a quote. These quotations should be submitted in writing, and kept on file in the accounts payable office and the requesting department.
3. For purchases in the amount of \$25,000.00 to \$74,999.99²³²⁴ written, signed bids are required from at least three sources. A "No Bid" does not constitute a bid. These bids should be kept on file in the accounts payable office and the requesting department.
4. For all purchases in the amount of \$75,000.00²⁵²⁶ or more, sealed bids are required and the Request for Proposal or Invitation to Bid Process must be followed (see Section 2.14).

If staff is unable to obtain more than one quote or bid after a reasonable time, the Community Manager may authorize the procurement based on the Department Manager's recommendation and use of Exception to Competition, #9 "Under other documented and justified circumstances approved by the Community Manager." When this exception to competition (a second quote cannot be found in a reasonable time)²⁷ is used, the Community Manager shall notify the Board of Trustees at the next regularly scheduled Board meeting and notate the date, vendor and price on an "Exception to Competition log" as maintained by the District Clerk.²⁸

Blanket Purchase Orders

Blanket purchase orders may be used for small repetitive specified goods or services from the same vendor that requires numerous orders / shipments over specified periods of time. The use of blanket purchase orders to by-pass the competitive pricing or bid policies is not allowed.

Use of Credit Cards²⁹

Department Managers are authorized by the Community Manager to use a credit card with a maximum monthly limit of \$2,000.00³⁰ for purchases when credit accounts or payment by check is not acceptable or efficient. An additional \$2,000.00³¹ per month may be pre-approved by the Community Manager as needed. The Finance Manager is authorized by the Community Manager to use a credit card with a maximum monthly limit of \$10,000.00³² for purchases when credit accounts or payment by check is not acceptable or efficient. Department Managers will forward receipts for all purchases made by use of the credit card to the Finance Manager or designee. The Finance Manager or designee shall monitor the usage of departmental credit cards. Credit cards shall be stored in a secured location by the Department Managers when not in use.

Exceptions to the use of Purchase Orders

Some recurring obligations, which are exempt from the competitive bidding process and the purchasing approval process, are as follows:

- Utilities
- Travel and Training (reimbursements are handled through A/P)
- Insurance Premiums
- Debt Service Costs
- Certain refunds and reimbursements
- Inventory purchases for retail sale ³³

Approval and payments for these items will be processed using the Monthly invoices as back up. These items require the approval of the Community Manager or Designee and require separate verification that funds are budgeted and available before the expenditure can be made. If funds are not available, a budget transfer shall be made upon approval of the Board of Trustees.

Exceptions to Competition

The competitive procurement process may be waived:

1. In defined emergencies, documented in accordance with the Emergency Purchases section of these policies.
2. For sole source procurements documented and approved in accordance with the Sole Source Purchases section of these policies.
3. For seminars registrations and professional membership dues and fees.
4. For purchase of local utility services for BBRD owned or operated facilities.
5. Postage expense, when billed by a vendor at the currently prevailing postage rates established by the U.S. Postal Service.
6. Repair or services for proprietary equipment, software, hardware, etc.³⁴
7. Capital or R&M projects proposed by a vendor responsible for long-term maintenance when recommended by responsible department manager and approved by the Community Manager.
8. Repairs that require action within 72 hours.³⁵
9. Under other documented and justified circumstances approved by the Community Manager.
- 9-10. Repair and/or replacement of equipment, including but not limited to electrical, plumbing, HVAC, irrigation/pumps, etc., where a vendor has previously performed similar service in a satisfactory manner, as approved by the Community Manager, and not exceeding \$9,999.99 in cost.

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Emergency Purchases

In cases of a declared emergency which require the immediate purchase of supplies or contractual services, the Community Manager may waive normal purchasing procedures.

In the event of the need to repair existing infrastructure that impacts the health welfare and safety of residents, the Community Manager may waive normal purchasing procedures. The Community Manager shall place the contract for repairs on the next regularly scheduled BOT meeting agenda for confirmation.³⁶

Purchases from Purchasing agreements of Special Districts, Municipalities, or Counties (Piggybacking)³⁷

District purchases based on purchasing agreements from other Special Districts, Municipalities, or Counties (Piggybacking) per Sec. 189.4221 F.S. will be allowed.

Purchases from State Contract³⁸

District purchases based on the use of state contracts will be allowed.

Emergency Payment

In a declared emergency either the Community Manager and one Trustee, or two Trustees, are required to sign checks over \$15,000.00³⁹⁴⁰ to pay for needed purchases, supplies or contracted services.⁴¹

Purchase of Services From a Goods and Sole Source Provider

Sole source is an award of contract to the only known source for the required goods or services. A sole source purchase cannot be justified on the basis of quality or price, as quality can be a subjective evaluation based on individual opinion, and price considerations must be evaluated by competitive bidding. If there is more than one product or service that will perform essentially the same functions under essentially the same conditions as the requested product or service, a sole source is deemed not to exist.

Some of the factors considered to qualify as a sole source are:

1. The stated vendor is the only producer of the product or service, and no commercial substitute is available.
2. The information or data is proprietary.
3. The maintenance or repair requires specialized equipment or expertise, which is available only from the original vendor, or vendor representative.
4. If the District currently has a continuing service contract with the vendor.⁴²

Sole source items must be justified and contain the following information:

1. How was a determination made, that the goods or services being purchased, are only available from one source.
2. What contacts, (if any), were made in an attempt to identify alternate sources.
3. What is the rationale that the goods or services being purchased cannot be substituted with similar goods or services from other sources.

Awards Quotes/Bids under \$75,000.00⁴³⁴⁴

Award recommendations exceeding \$15,000.00⁴⁵⁴⁶ will be submitted by the Community Manager for approval by the Board of Trustees, unless previously exempted or approved.

Suppliers shall be selected based on total cost, which considers delivery, freight costs, prices, quality, life cycles costs, warranty, services, terms and conditions. Awards to other than the low bidder, shall be documented to show the rationale for rejection (i.e. does not meet specifications, delivery and past performance problems).

Tie Bids

Award of all tie quotes/bids shall be made by the District in accordance with Sec. 287.087, F.S., which allows a firm certified as a Drug-Free Workplace to have preference. In the event that both or neither firm is a Drug-Free Workplace, tie quote/bids may be awarded by lot.

Waiver of Irregularities

The Board of Trustees shall have the authority to waive irregularities in any proposal, and/or bid.

Signatures on Contracts

The Community Manager must execute all contracts for on-going and/or routine purchases of goods and services.

The Board of Trustees must approve and the Chair of the Board, or her/his designee,⁴⁷ must execute contracts that exceed one year (1) in duration, including renewal term or that exceed \$15,000.00⁴⁸ in value.

Change Orders or Amendments

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

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

1. All change orders resulting in a cumulative net decrease to the initial cost of the contract to Barefoot Bay Recreation District.
2. All change orders increasing the initial contract cost by under 10%, provided sufficient documentation is provided.
3. Any change order over 10% costs upon the verbal approval of the Chairman of the Board or next ranking Board member) if the delay in taking the proposed change order to the next available Board meeting would substantially delay the project. The Community Manager shall place the change order on the next available Board meeting agenda for confirmation by the Board in a public meeting.⁴⁹
4. All change orders or amendments involving procedural or other matters that will not result in any change to the contract's cost.

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

Purchase of Computer, Related Equipment and Supplies

Purchase of any IT related product or service will be coordinated through the IT services contract manager for vendor analysis and approval.⁵⁰

Receiving and Approving Goods and Services

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

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

Services Performed on BBRD Property

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

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

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

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

Comprehensive or Commercial General Liability Insurance (Including, but not limited to, the following Supplementary Coverages: (i) Contractual Liability to cover liability assumed under this Agreement; (ii) Product and Completed Operations Liability Insurance; (iii) Broad Form 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.⁵¹

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 \$15,000.00⁵² and not to exceed \$25,000.00 by staff toward the acquisition of a property⁵³ 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 \$75,000.00⁵⁴ OR MORE)⁵⁵

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 \$75,000.00⁵⁶ 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 \$75,000.00⁵⁷ 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.

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.⁵⁸

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.⁵⁹

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

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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.

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.⁶⁰

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:

"Amenity" shall mean something, such as a swimming pool or shopping center that is intended to make life more pleasant or comfortable for the people in a community.

"Associate Golf Membership" shall mean a golf membership that is available to non-residents of Barefoot Bay.

"Board" shall mean the Board of Trustee(s) of the Barefoot Bay Recreation District.

"BFBHOA" shall mean the Barefoot Bay Home Owners' Association.

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"Cause" shall mean a violation of the rules or a violation of State, Local, or Federal law.

"Club or Social Club" shall mean a Club or Organization consisting of a majority of members who are residents of the Barefoot Bay Recreation District. Certified organizations intended to benefit Veterans or their families are not considered to be "clubs or social clubs."

"Delinquent" shall mean any fee or charge which is not paid by the defined date.

"Dependent" shall mean children who reside with the owner(s) and are: 1. Under 18 years of age and unmarried; or 2. Full time students at any institution of higher education and not over 23 years of age; or 3. Incapable of total self-support due to physical or mental handicap regardless of age.

"District" shall mean the Barefoot Bay Recreation District as defined in the Brevard County Ordinance No. 84-05.

"District Management" shall mean the management personnel or authorities designated by the Board to manage the District facilities.

"Grandchild pass" shall mean a pass purchased by a social member to be used for their grandchildren (under 18 years of age) while they are visiting their grandparent.⁶¹

"Guest" shall mean those persons normally residing outside of the subdivision who have a guest pass, which was purchased by a Social Member, for the use of his/her guest to gain access to District Facilities.

"Guest pass" shall mean a pass granting a guest privileges to utilize District Facilities and shall include all privileges.

"Invitee" shall mean any non-resident who is invited by a member of an authorized Club or Organization, to participate in an activity or a specific event. An invitee may include, but not necessarily be limited to, a speaker, facilitator, or instructor. An invitee has access only to the facility where the event is held."

Kids' swim event shall mean an advertised time where children under 16 years of age are encouraged to use the pool and when children without a social membership badge or renter's badge can attend as long as they have a valid kids' swim badge.⁶²

"Kids' swim badge" shall mean an annual photo identification card issued by the District after a parent or guardian has registered her/his child with Resident Relations staff at the Administration Building.⁶³

"Long term renter" shall mean a renter of one year or more.

"Members" shall refer to those who are granted membership Under Section 3.1 and in good standing.⁶⁴

"Social Membership Fee" shall refer to a user fee that entitles the member to the use of the District facilities.

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"Non-Resident(s)" shall mean a person not residing in Barefoot Bay and not accompanied by a member resident.

"Property owner" shall mean the owner(s) of any platted residential lot in the subdivision.

"Renter/Tenants" shall mean non-property owner(s) leasing a dwelling within the subdivision.

"Resident" shall mean person(s) living with a property owner but not on the deed.

"Resident spouse" shall mean the spouse or domestic partner of a property owner who is not on the recorded deed.

"Rules" shall mean these rules governing the use of District facilities.

"Seasonal renter" shall mean a renter for less than one year.

"Subdivision" shall mean that group of platted subdivisions recorded in the public records of Brevard County and known as Barefoot Bay.

"Temporary Lounge/Business Pass" shall mean a pass obtained by a vendor or realtor that has a stated business purpose at the lounge.⁶⁵ Temporary Lounge/Business Passes will not be issued up to two hours before or during any music event.^{66 67}

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Objective

The objective of the District shall be to provide recreational entertainment facilities for its members and guests including but not limited to; Golf, Tennis, Swimming, Shuffleboard, Lawn Bowling, Basketball, Bocce ball, Horseshoes, Softball, Handball, Community Center Complex, Golf Clubhouse, Common Grounds, Beach property and Fishing pier.

Management

The Board of Trustees (the Board) of the Barefoot Bay Recreation District (the District) shall be responsible for the operation and management of all its facilities. Their judgment shall be final in all questions involving interpretation of rules, regulations, fees and charges.

General Rules

1. The District's facilities are available to members and open to the public and guests paying the appropriate fees and meeting membership requirements.
2. Guests may use District upon payment of appropriate fees.
3. Fees paid to the District are to be used at the discretion of the "Board."
4. The use of District facilities, including the golf course, may be limited or restricted by the Board or by District management as necessary to allow all eligible persons to have reasonable use of District facilities without overcrowding.
5. District management reserves the right to refuse use of the District facilities to any person or group for violations of these rules.
6. Any member delinquent in payment of fees shall be denied use of facilities.
7. District management reserves the right to ask the member to have their guest present at the time of obtaining a guest pass(es).

8. Residency in the District does not confer upon any member the unlimited right to use the District facilities.
9. Fees, assessments, and service charges shall be set by the Board.
10. Office hours of the Community Center complex or other designated facility for the payment of membership fees will be as posted.
11. Property owners shall be responsible for any debt incurred by the Property owner, their family, guests, or tenants.
12. The Property owner is responsible for the conduct and appearance of his/her guest(s) while using the District facilities.
13. Appropriate dress is required in all facilities.
14. Smoking, use of any tobacco product and/or use of e-cigarettes (i.e. nicotine vapor devices) are not permitted in any District facilities and may only be permitted in designated outdoor areas.⁶⁹
15. All physical injuries sustained on Barefoot Bay Recreation District Property must be reported to BBRD Staff as soon as possible by the injured party or a representative.⁷⁰
16. Golf membership shall be renewed annually.
17. The Community Manager may suspend, cancel, or revoke any resident or property's social membership, family membership, golf membership, kids' swim pass, or guest pass based on a violation of these rules. The affected resident whose membership was suspended, canceled, or revoked may appeal the suspension, cancellation or revocation by requesting a hearing before a Special Magistrate. The Board of Trustees shall appoint a Special Magistrate to hear and decide cases involving such violations. If an appeal is requested, violation cases shall be processed as follows:⁷¹
 - A. District Management shall provide the owner, resident, and/or guest with written notification of the alleged rules violation and penalty. The alleged violator would accept the penalty or request a hearing before the Special Magistrate. If a hearing is requested, a written notice of hearing shall be provided at least ten (10) days in advance of any hearing. After a hearing is requested suspension, cancellation or revocation may be stayed by the Community Manager until the Special Magistrate hearing.⁷²
 - B. BBRD staff shall present evidence of the alleged rules violation to the Special Magistrate at a quasi-judicial hearing held to determine whether such violation occurred, and if so, the appropriate penalty to be imposed. The hearing shall not be governed by the formal rules of evidence; however, due process shall be provided to the owner, resident, and/or guest. The owner, resident, and/or guest shall have the right to cross examine witnesses and to present relevant evidence which is responsive to the alleged rule violations.
 - C. The Special Magistrate shall determine whether BBRD staff has established, by a preponderance of the evidence that a rules violation has occurred. If a rules violation is found to have occurred, the Special Magistrate shall impose a penalty of suspension, cancellation, or revocation of the violator's social membership, family membership, golf membership, or guest pass. The violator shall be notified in writing of the Special Magistrate's ruling within ten (10) days of the hearing. In levying any penalty imposed pursuant to this Section, the Special Magistrate is not obligated to impose the penalty imposed⁷³ by District Management.
 - D. The decision of the Special Magistrate shall constitute final quasi-judicial action of BBRD. Any aggrieved party may appeal the ruling of the Special Magistrate to a court of competent jurisdiction in Brevard County, Florida.
 - E. If a hearing is requested and the violator is found to have committed the violation as alleged, the violator shall be responsible for the District's cost in bringing the matter to hearing.⁷⁴
18. Pets are not allowed in District Recreational facilities, except for service animals.
19. Special rules applicable to individual buildings will be conspicuously posted and observed by members and guests.

20. Beverage laws and license regulations forbid outside alcoholic beverages of any type from being brought into District facilities or consumed therein. Therefore, alcoholic beverages of any type consumed on the premises must be obtained from District facilities.
21. The following behaviors may result in the suspension, cancellation or revocation of a person's social membership, family membership, golf membership and/or guest pass:
 - A. Violation of District Policies or Rules applicable to District Facilities.
 - B. Violation of any local, state, or federal law while using District Facilities.
 - C. Fighting and verbal assault.
 - D. Discourteous, threatening, or rude behavior to BBRD employees, residents or patrons of District Facilities.
 - E. Loud and raucous behavior which decreases the enjoyment of other patrons of District Facilities.
 - F. Unintentional or deliberate misuse of the BBRD Facility or property which results in, or has the potential to result in, damage to the Facility or property, or in any way compromises the safety of any Barefoot Bay Recreation District Facility patron or BBRD staff member.
 - G. Misrepresentation of facts which may result in the District's Policies or fee structure improperly administered or collected.⁷⁵
22. A guest fee shall be charged in accordance with the fee schedule to any non-resident for use of District facilities. This fee shall not be charged to any non-resident using District facilities under the following circumstances:⁷⁶
 - A. When the facility is rented by a non-resident who has paid the appropriate fee.
 - B. Any exemptions to this rule shall only be authorized by the Board of Trustees no less than 30 days before the event.
 - C. This section does not apply to Food & Beverage events, except for Music Bingo.⁷⁷
 - D. Vendors hired by clubs/organization are exempt from guest pass fee.
23. Children under age 12, must be accompanied by an adult when using District facilities. Groups of children who are using the facilities with guest passes must have one responsible adult for every five children.⁷⁸
24. Commercial solicitation is prohibited while on District properties. The gathering of signatures for petitioning of elected officials is prohibited within buildings or upon District facilities. Bonafide nonprofit or 501(c) fundraising efforts shall be permitted.
25. Any organization or individual desiring to plant trees, shrubbery, flowers, or other vegetation on District property must have prior approval of District management. A landscaping and maintenance plan shall be submitted for review and approval prior to any planting activity. Any vegetation planted on District property shall become the property of the District. No removal of vegetation is permitted without District approval.
26. Decorations⁷⁹
 - A. No items or decorations of any type, which may be viewed as offensive to any patrons, may be affixed, installed or added to any facility by individuals, residents, clubs, or organizations.
 - B. No items or decorations may be applied or attached to any public area facility without the expressed permission of management. This permission must be in writing and cover the type, style, material, custodial and maintenance requirements as well as the contact person in charge of the decorations.
 - C. The use of candles, confetti, birdseed, rice or other non-environmentally friendly products will not be used except as authorized by the Community Manager. Requests for said exceptions shall be made in writing, reviewed by the Property Services Manager and approved or denied by the Community Manager no less than 3 business days before an event.⁸⁰
 - D. All items must be promptly removed from the area at the end of the event (party, meeting, show or other)

- E. Failure to adhere to this policy could result in revocation of use of the facilities for the persons involved.
27. If any property has been determined to be in violation of the Amended and Restated Deed of Restrictions for Barefoot Bay by the BBRD Violations Committee, then all social, family, and golf memberships affiliated with property determined to be in violation shall be automatically suspended upon rendition of a Findings of Fact, Conclusions of Law, and Order by the BBRD Violation Committee. No party, whether they be owner, renter, or guest affiliated with the property in violation may use any District Facility until an Order of Compliance is issued by the Violation Committee. This provision shall operate to suspend all referenced memberships regardless of whether the owner owns multiple properties or other properties not determined to be in violation. Should an owner appeal a finding of the Violation Committee to the BBRD Board of Trustees (or circuit court), the automatic suspension of privileges shall be tolled during the pendency of such appeal.⁸¹
28. Where any vehicle located on any residential lot has been posted with three (3) administrative notices of violation of Article III, Section 3 (D) of the Amended and Restated Deed of Restrictions for Barefoot Bay related to prohibited parking on the lawn, grass, or landscaped area of said lot, within any thirty (30) day period, all social, family, and golf memberships affiliated with the lot shall be automatically suspended for thirty (30) days. For any subsequent posted violation of Article III, Section 3 (D) of the Amended and Restated Deed of Restrictions for Barefoot Bay occurring on the same lot, subsequent to the issuance of the initial thirty (30) day suspension, and within one (1) year from the date of the initial posted notice, all social, family, and golf memberships affiliated with the lot shall be automatically suspended for six (6) months. For any subsequent posted violations of Article III, Section 3 (D) of the Amended and Restated Deed of Restrictions for Barefoot Bay occurring on the same lot at any time subsequent to the issuance of any six (6) month suspension, all social, family, and golf memberships affiliated with the lot shall be automatically suspended for one (1) year for each subsequent posted violation. An owner may appeal any notice of suspension issued pursuant to the provisions of Paragraph 17 herein.⁸²
29. Non-employees (including but not limited to trustees, advisory committee members, residents and/or guests) shall not enter an employee work area (i.e. behind a bar, kitchen, work shop, private office, etc.) without being accompanied by the Community Manager, Department Manager or designee.⁸³
30. The Board of Trustees hereby declares that all Recreation District Facilities, including, but not limited to, all District owned or managed buildings, pools, golf course areas, fields, courts, beach areas, piers, general recreation areas, and common areas of all kinds, are deemed to constitute "Parks" for enforcement of Sec. 74 - 101 through 74 - 105, Code of Ordinances of Brevard County, Florida and for enforcement of any applicable state statutes prohibiting sexual offenders and/or sexual predators from said locations."⁸⁴

Identification Badges and Attire⁸⁵

1. Identification badges are issued to identify members, their dependents, guests and renters. The issuance of badges will be controlled by District management. Badges are required for all.
2. Unless waived by District Policy or Management, members and guests are required to have in their possession and wear when requested by a District employee, an appropriate District identification badge when using District facilities. The identification badge must be produced upon request by Barefoot Bay staff. If not presented, resident/member/guest must leave the facilities.⁸⁶
 - A. If a resident with an expired social membership badge (not to exceed 6 months expired badge) wishes to enter a facility when business offices are closed, the resident may purchase a daily guest pass to enter the facility when business offices are closed. Said

residents must update their badges the next business day at which point they may apply for reimbursement of the guest pass paid.⁸⁷

- B. Pictures of badges on cell/mobile phones will be accepted under the following conditions:⁸⁸
 - i. Screen must be large enough for all detail of the badge to be seen at one time.
 - ii. Image must be a color picture of the full badge with resident's face visible.
 - a) Black and white images will not be accepted.
 - b) Daily guest passes, weekly guest passes and short-term renter badges will not be accepted on a cell phone.
 - iii. The image must contain all of the information on one side of the badge. If the resident has a badge with the account number on the back side, they must either bring their physical badge, or get their badge updated in the Resident Relations Office so that all the information is visible on one side of the badge.
 - iv. The image of the badge must be clear. BBRD staff, including but not limited to pool hosts, must be able to read the account number, see the resident's picture, and (if the resident is purchasing a guest pass) the resident's name.
- 3. Shoes and shirts shall be required when using District facilities, except for the swimming pool areas.
- 4. Vulgar and/or offensive language and/or images on clothing (as deemed by staff) is prohibited within District facilities.⁸⁹
- 5. Unidentified persons using District facilities should be reported to the District Management.
- 6. Property owner(s), guest(s) or rental tenant(s) shall not make, or have made duplicate keys to gain access to fishing pier, beach property or RV storage compounds, or allow unauthorized persons access to such keys. Keys shall be returned to the Community Center office when no longer needed. Violators will be subject to prosecution for trespassing and/or revocation of social membership privileges.
- 7. Any violators may be subject to prosecution for trespassing and/or revocation of membership privileges.

3.1 MEMBERSHIP

Types of Membership

Social memberships:

- 1. Social membership entitles the member to the use of the District facilities. Social membership fees for property owners are a one-time fee except as further defined herein. Social membership fees for guests and renters/tenants are annual fees as defined herein. Golf privileges may be extended upon registration at the Pro shop and payment of current green fees.
- 2. Social membership is available to:
 - A. Property owners, resident spouses or domestic partners, and unmarried children as an incident of such ownership.
 - B. Non-property owners renting in the subdivision as tenants or guests as an incident of residence.
 - C. Other guests upon payment of appropriate fees.
- 3. Social Membership fees shall be due and payable upon application for social membership in accordance with adopted fee schedules.

Family Social Membership:

1. Privileges and fees under this type of membership are the same as social membership. Family Social membership shall include the adult property owner(s) and their children, when the children reside with the owner(s) and are:
 - A. Under 18 years of age and unmarried.
 - B. Full-time students at any institution of higher education and not over 23 years of age.
 - C. Incapable of total self-support due to physical or mental handicap regardless of age.
2. Other adults and children no longer qualified under paragraphs 1 a, b & c, of this section residing with the property owner(s) shall secure a social membership of the District in their own name and pay the appropriate membership fees.

Golf Membership:⁹⁰

1. Golf membership entitles the member to the use of the golf course and attendant facilities in consideration of annual membership dues as provided in these rules. Application for membership by eligible persons is made to the Golf Operations Manager.
2. Golf membership is available to:⁹¹
 - A. Family membership shall be limited to two individuals, regardless of family size.
 - B. Unmarried children over 18 years of age and other adults residing in a property owner(s) home must obtain a membership in their own name.
 - C. Renters/Tenants with a lease agreement and residing in the subdivision may be granted a golf membership upon application to the Golf Operations Manager.
 - D. Associate Golf Membership is:
 - i. Open to persons outside of Barefoot Bay.
 - ii. Annual Single & Family Golf Memberships available.
 - iii. Associate Golf Memberships entitles the member the use of the golf course and 19th Hole.
 - iv. Annual Associate Golf Membership dues include a one-time Initiation Fee and appropriate User Fees.
 - v. Application for membership by eligible persons is made to the Golf Operations Manager.

Priorities with respect to golf membership.

Because the number of golf memberships is subject to a maximum limit as set forth in the golf course rules and regulation adopted by the District, priority in availability of memberships shall be in the order of the categories set forth in paragraphs 1 through 3, of these rules. No person(s) on a waiting list in any category shall be offered a golf membership so long as there is a person on the waiting list in the immediate prior category.

Changes of Golfing Membership

A member may terminate his or her golf membership, or Trail fees only for medical reasons, or death. Documentation from his or her doctor either limiting or prohibiting the member's ability to play shall be required. This request must be in writing to the Golf Operations Manager, and must be approved by the Community Manager prior to any return of any funds for unused fees. Both membership and trail fees will be returned on a pro-rata basis for the first six (6) months of the fiscal year. After March 31 of any fiscal year, there will be no return of any unused portion of fees.⁹² Medical related membership refunds cannot be used in two consecutive years. A member status may be changed for medical need once during membership period. A member may not change the status of membership back and for (i.e. Family to Single back to Family) within one membership period.⁹³

Applications for Social and Family Social Membership:

1. Property owner(s) in the District and members of a property owner's immediate family need not make formal application, since membership is required at the time of recording of the title to such property.
2. The non-property owner adult family member in residence must apply in person at the Community Center office or other designated District facilities for membership when no longer qualified under "Family Social Membership".
3. Renter/Tenants and guests who intend to use District facilities shall register and arrange for membership in the District.

Fees and Dues

1. Social and Family Social Membership

- A. A membership fee shall be paid for Social and Family Social membership.
- B. A property owner shall pay the fee only once for each home site of which they are owner of record. This fee is non-transferable between parties.
- C. Non-property owner, such as tenants or guests shall pay the fee upon becoming a member.
- D. The tenants or guests who concurrently pays the fee and enters into a home purchase contract may have his/hers unused monthly or initial annual ⁹⁴rental social membership amount applied toward the property owner membership fee due at the time of closing provided that closing occurs within 12 months of initial membership.

2. Golf Membership

- A. Fees for the golf membership are as specified in these rules and subject to change by the Board of Trustees.
- B. Golf membership fees are for one fiscal year (October 1 thru September 30).; Said fees shall be paid per rules established by the Golf Operations Manager and approved by the Community Manager. Processing fees may be assessed for installment payments.
- C. A member accepting a golf membership after October 1 shall pay a pro-rated share of the annual fee. Dues shall be on an annual basis only.
- D. Membership fees are categorized as "family" or "single" as follows:
 - i. Family - joint property owners owning a home as defined in definitions.
 - ii. Single - one property owner with non-playing spouse, unmarried children over 18 years, or other adults in residence.
 - iii. Family and single memberships are also available to eligible renter/tenants.
 - iv. Annual Associate Family and Single Memberships are available.

All other Associate Golf Membership policies apply.

Property Damage

1. Personal Property

The District shall not be responsible or liable for damage, destruction, loss, or theft of personal property belonging to a member. This rule applies also to member's family or guest.

2. District Property

- A. Any District member, non-member, or guests responsible for intentional, accidental, or negligent damage or destruction of District property shall be charged for repair or replacement costs of the District property.

- B. Items removed from District property without permission will be charged to the responsible person.

3.2 RULES FOR SPECIFIC DISTRICT FACILITIES

General

1. The rules in this section pertain to the buildings, Recreation facilities and common grounds available for use by members and registered Clubs or Social Clubs. More specific rules for each separate facility are posted in the building or areas designated and must be observed.
2. Only registered Clubs or Social Clubs and members may use District facilities in accordance with the rules herein. Use of facilities will be governed by BBRD management.⁹⁵ Use of District facilities by non-members shall be required to pay appropriate rental fees according to adopted fee schedules.
3. Keys or combinations to locks shall be provided to all sheds, rooms, cabinets, offices and storage facilities used by clubs or groups and which are owned or placed on BBRD property. These shall be clearly marked and provided to the BBRD District Clerk.⁹⁶
4. Any club, organization or individual desiring to construct or install any building, sun cover, bench or other type of structure on District property must have prior approval of District management. A complete plan including materials and design, along with maintenance, repair and insurance requirements must be included. All local, county, state and federal regulations pertaining to excavation and building must be met prior to construction or installation of any structure. Any structure constructed, placed or installed on District property becomes the property of the District. No removal of any such structure is permitted without District approval.⁹⁷

Use of Buildings or Amenities

1. Normal hours for use of buildings and all amenities are posted. When the amenities are closed no one shall use them. Exceptions may be granted by pre-arrangement with the Community Manager and/or his designees.⁹⁸
2. Persons or official BBRD organizations desiring to use Barefoot Bay facilities shall make such reservations in advance with the appropriate District office in charge of calendar coordination in writing. Persons or organizations may reserve Building A, Building D&E or other facilities for exclusive or non-exclusive use. Denial of requests for exclusive use of amenities shall be provided to the requestor within 3 business days in writing, citing reasons for denial. Persons or official BBRD organizations may appeal staff's denial of a request for exclusive use of an amenity to the Board of Trustees at the next regularly scheduled meeting. These facilities are for the principal use of residents, who have priority over any outside-sponsored activities.⁹⁹
3. Changes to reservations shall be made in writing to appropriate District office in charge of calendar coordination.¹⁰⁰ When two parties or organizations are involved in a change, both parties to the change will sign the written request. Calendar dates unconditionally released will be reassigned on a first request basis. Calendar schedules of events will be published monthly and posted on the official website.
4. Individuals or organizations authorized for exclusive use of any facility¹⁰¹ are responsible for the premises during their occupancy. Such sponsors will prevent damage or destruction and provide cleanup, including the kitchen and serving area, following the event.
5. Abuse of the facilities shall be reported to the District Management offices.
6. Persons or organizations responsible for damage or destruction to the building, furnishings or equipment shall be held pecuniary liable. Payment will be required for cleanup necessitated by the failure to leave the building, furnishings, or equipment in the same condition as when they were delivered for use of said person(s) or organization.

7. Use of portable items of equipment shall be arranged for in advance by contact with the District Management offices.
8. Desired setup plans shall be submitted to the District Management office at least two (2) weeks in advance of the scheduled usage date.
9. All setups must meet fire code requirements. No alterations to the setup are allowed by any person, club or organization.

Game/Meeting Rooms

1. Use of the facilities shall be scheduled in advance by arrangements with the District Management offices.
2. Rules for use of the pool tables are posted in the entryway. These rules shall be observed by persons using tables.
3. The pool room may be entered on request made to District management officials, or pool host on duty. No person under the age 18 shall be allowed in pool room unless supervised by parent, grandparent, legal guardian or responsible property owner.
4. Vandalism to the premises or inappropriate conduct by individuals should be immediately reported to the District Management offices or pool host.
5. Normal hours for use are maintained by the Calendar Coordinator in Resident Relations.¹⁰² Exceptions may be granted by pre-arrangement with District Management offices.

Swimming Pools¹⁰³

1. Residents, guests and visitors must follow instructions of the Pool Host and/or District employees while at District facilities. The District's "Rules for Swimming Pool Use", as posted at each pool are illustrative of the District's rules for use of the Pools and are not meant to be viewed as a definitive and/or exhaustive list of rules.
2. Direction given by the Pool Host and any other District employee must be adhered to by members and guests in the pools, pool-side areas, and dressing/rest room facilities. Failure to do so may result in a suspension of their social membership privileges or Kids' Swim badge.
3. District employees reserve the right to refuse use of the swimming pool to any person or group for a violation of any of these rules.
4. Only approved items are allowed in the pools. A current management approved list of items allowed in the pool is available at each pool.¹⁰⁴
5. Proper ID, as required by the District, must be presented in order to gain access to the pool areas.
6. The Pool Host or other District employee has the authority to check bags or coolers for prohibited items before access is granted into the pool area.¹⁰⁵
7. There is no lifeguard on duty at any of the District's pools; swim at your own risk.
8. Normal hours for use are as posted.
9. Children under 12 years of age must be accompanied by a parent, guardian or family member over 18 years old¹⁰⁶ while in the swimming pool area, including Kids' Swim events.
10. Children under 6 years of age and guests that have physical issues that decrease their personal safety (i.e. elderly, physically or mentally disabled, etc.) in the pool, are not permitted in the pool without immediate and constant supervision of parent, guardian, or family member over 18 years old, including Kids' Swim events.
11. It is a violation of Florida law to bring into pool areas or otherwise use glass bottles, containers, or other glass products.
12. The State of Florida law prohibits bringing in and consuming alcoholic beverages on premises unless purchased from the District.¹⁰⁷ Containers carrying alcohol¹⁰⁸ may not be brought into the pool area.¹⁰⁹ Persons with suspicious looking containers may be denied entry into District Pool areas. Persons with suspicious looking containers who refuse to allow staff to inspect them

may be required to leave the pool area (i.e. inside the fenced areas at Pools #1, #2 and #3 including the Lounge/Lakeside/picnic/pavilion areas) and may be subject to suspension of their social membership privileges.

13. No food or drink is permitted in or near the swimming pool or within 4 feet of the swimming pool.
14. Members and guests are required to use the rest rooms located in the dressing room in pool #2 and #3 areas and the hallway of the Lounge via the southside (i.e. smoking pit side) door.
15. Lifesaving equipment shall be used only for the purpose intended.
16. Infants, and those individuals with incontinence issues, shall wear 'swim diapers' or other appropriate apparel which prevents the release of bodily waste while using swimming pools.¹¹⁰
17. No swimmer with open sores that are likely to degrade water quality, infection, or contagious disease may use District swimming pools.¹¹¹
18. Members and guests are required to shower before entering the swimming pool. Showers are for pool users only.
19. Diving, running, jumping, rough play, or profanity are not allowed in or around the pool.
20. No animals are allowed in the pool area, with the exception of service animals.
21. Appropriate cover-up and shoes must be worn when entering any of the facilities.
22. Members and guests should exercise respectful and proper conduct around the pools and report all improper behavior to the District Management offices or pool host.
23. Swimsuits or authorized swim wear are the only authorized apparel for use in the pools. Anyone entering a pool with clothing that bleeds and requires the pool to be closed will be billed the cost to treat the pool.¹¹²
24. In the event of lightning or other threatening weather, residents must leave the pool area (Pool 2 & 3 – gated area; Pool 1 – lower deck) when instructed by the Pool Host and remain out of pool area until instructed by the Pool Host that it is safe to re-enter the pool area. ¹¹³¹¹⁴

Shuffle Board-Bocce- Lawn bowling – Horseshoes and Basketball

1. Normal hours for play are as posted.
2. Equipment is available for issue from the pool host. Badges will be left with pool host for security of equipment.
3. Misuse of the courts or equipment should be reported to the District Management offices or pool host.

Lounge

Days and hours for the lounge will be open and rules to be observed will be posted in bar/lounge area.

Tennis/Pickle Ball Courts¹¹⁵¹¹⁶

1. The courts are available to all residents wishing to use this recreational facility.
2. The courts are reserved through the Calendar Coordinator.
3. Gates to the courts are open from dawn to dusk. Operating hours are dawn to 10:00 PM.
 - A. Access after dusk is available by obtaining a key to the gate and to the lights from the Pool Host at Pool 1.
 - B. District social membership card, guest pass or visitor's pass is necessary to obtain these keys.
4. Additional rules for the use of the facility may be posted by BBRD at the courts.

Softball Field Rules and Regulations

1. Softball Field is reserved through the Calendar Coordinator.

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2. Visiting teams are permitted as guests of any properly constituted Barefoot Bay League. The Sponsors of the visiting teams shall be responsible for the actions of their guests.
3. Casual use of the field is permitted outside of any pre-reserved time.
4. Vandalism to the premises or inappropriate conduct by individuals should be immediately reported to the District Management offices. Persons or organizations responsible for damage or destruction shall be held peculiarly liable.
5. Any disputes concerning use of the facilities, may be appealed to the Community Manager, and his/her judgment shall be final.

Golf

1. The Golf Operation Manager or his/her designee is in charge of the golf course, Pro Shop and the facilities at the course. Failure to adhere to course rules or direction of staff may result in a suspension of the player's social membership or revocation of playing privileges.¹¹⁷
2. All players shall register in the Pro shop before play.
3. Play may be limited by Golf Operation Manager or his/her designee for specific reasons, i.e. tournaments, maintenance, weather, etc.
4. Property owners, members having golf membership and their guests shall have priority for available tee time.
5. Green fees are on a daily basis. Rain check policies are posted in the Pro shop.
6. Each player must have a set of clubs and putter including a golf bag.
7. All play must begin at either the 1st. or 10th tee as scheduled by the Pro Shop.
8. Power golf carts are not to be used for more than two (2) riders and two (2) golf bags.
9. Children under 16 years of age are not permitted to operate power golf carts.
10. Players must be properly attired. Shirts and shoes are mandatory.
11. Wading in lakes is prohibited.
12. Players shall play in foursomes, particularly on Saturday, Sunday and holidays. "Five some" must have permission from Golf Operations manager or his/her designated employee in his/her absence.
13. Power golf carts shall not be driven on high slopes of greens, sand traps or tees.
14. ADA validated individuals may park in designated areas (identified by blue stakes). These areas may be moved or closed due to inclement weather or any unsafe condition as defined by the Golf Operations Manager or his/her designee and/or the Golf Course Superintendent.¹¹⁸
15. Faster players must be permitted to "play through."
16. Hawking for golf balls in lakes and canals is strictly forbidden.
17. All play will be on a reserved tee time basis.
18. No fishing permitted in lakes on the golf course.
19. The club will not allow private golf carts or replacements when the total number of private carts equals 170. The Board shall be responsible for establishing user fees for private carts and such fees are subject to change at any time at the discretion of the Board.
20. The Board reserves the right to terminate the use of private golf carts at any time.

Beach ¹¹⁹

1. The park and beach are for the use of residents and their guests. Guests must have an appropriate guest pass, secured in advance and displayed on their vehicle.
2. The gate should be locked except when entering and exiting the park.
3. While the park is open 24 hours per day, quiet is maintained from 10:00 PM to 6:00 AM.
4. Fires are permitted in the grills only.
5. Brevard County Ordinance does not permit dogs on the beach.
6. Any pets on any Barefoot Bay property must be on leashes and owners must clean up after pets.
7. Campers assume all risks for camping at the park.

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8. The following rules apply to overnight camping:
 - A. Maximum camping stays are three days.
 - B. Camp sites will be assigned at Resident Relations
 - C. A permit must be obtained at Resident Relations office which must be displayed on vehicles.¹²⁰
 - D. Guests must be accompanied by the resident who obtains the guest pass.
 - E. Persons under the age of 18 must be accompanied by an adult when camping.
 - F. RV and motorhome camping is strictly prohibited.
9. Fireworks, loud noise, and outside music are not permitted.
10. A key is required to gain access to these facilities and is available from Resident Relations.
11. Members and guests using these facilities are required to observe posted rules.
12. The cutting of bait shall be at authorized stations only. The cleaning of fish is prohibited in District facilities.

Fishing Pier

1. Use of these facilities is limited to members and guests.
2. A key is required to gain access to these facilities and is available from Resident Relations.
3. Members and guests using these facilities are required to observe posted rules.
4. The cutting of bait shall be at authorized stations only. The cleaning of fish is prohibited in District facilities.

Canoe/Kayak Storage at Fishing Pier

1. Canoe and Kayak owners utilizing the Canoe/Kayak storage must enter into a storage lease agreement.
2. Lessee's shall be solely responsible for all loss or damage to Lessee's stored property.
3. Due to limited availability, Barefoot Bay Property Owners with authorized social membership privileges may rent one canoe/kayak storage unit.
4. Assignment or subletting of spaces is prohibited.
5. Only one (1) unit per space will be allowed.
6. Nonpayment of lease payments will result in abandonment of space, and removal of stored items.
7. All lease payments are due on the first day of the current quarter and may be made up to twelve (12) months in advance.
8. All canoes and kayaks must display a Barefoot Bay provided identification sticker.

Remote Control Boat Usage and Limitations¹²¹

The following remote control model boat regulations are provided to enable residents' use of BBRD common areas while minimizing negative impacts upon adjacent property owners:

1. Remote control (RC) boats are prohibited in BBRD waterways unless designated for specific RC boat use
2. Day of week allowed:
 - a. Tuesday and Thursday (electric and gas powered)
 - b. Saturday (electric powered)
3. Hours of use will be posted at designated areas
4. Building A Lake is the only designated waterway for RC boat usage
 - a. RC Boats longer than 7 feet are prohibited
 - b. Nitro powered RC Boats are prohibited
 - c. Harassment of wildlife is prohibited

- d. Parking of motorized vehicles (i.e. road worthy vehicle that requires a tag [AKA license plate]) on common area turf is prohibited
- e. Parking of golf carts is permitted on common areas
- f. RC sail and/or electric battery boats
 - i. Use is allowed in the entire lake except as otherwise noted
 - ii. Ingress and egress of boats shall be prohibited within 100 feet of Buildings (as measured from the shoreline nearest the Administration Building, Building A, and Lounge complex)
 - iii. Operation of RC boats within 200 feet of the Pavilion behind Building A is prohibited
 - iv. Use is prohibited from 5:00pm to Noon
- g. Gas powered RC boats
 - i. Use is limited to western part of Lake (west of miniature golf course, lawn bowling, Veterans' Way and North of Egret Circle Bridge)
 - ii. Ingress and egress of boats shall be prohibited from Barefoot Blvd.
 - iii. Use is prohibited from 5:00pm to Noon
- h. Brevard County noise ordinance regulations apply
- i. Wading or swimming is prohibited to retrieve a model boat. A separate non-motorized safety launch or retrieval craft (i.e. kayak, dingy, etc.) may be used. Owner is responsible for retrieval of their RC boat
- j. RC boat owners are responsible for their personal safety, damages to their boat and damages done to other boats, people, or property
- k. Buoys may be placed in the lake but must be removed each day

RV Lots

- 1. Use of the RV Storage Lots is primarily for Barefoot Bay Residents. Non-residents may lease the facility during the months of May through September. RV owners utilizing the RV Storage lots must enter into a storage lease agreement.¹²²
- 2. Storage lease agreements shall be on a month-to-month basis.
- 3. No stand-alone structures or loose articles will be allowed in any space.
- 4. Owners shall be solely responsible for all loss or damage to owners stored property.
- 5. Owner shall keep all stored property properly licensed, registered, road-worthy, and/or operational for the property's intended use at all times.
- 6. Assignment or subletting of spaces is prohibited.
- 7. Owners must assure that all vehicles are chocked.
- 8. Only one (1) unit or trailer per space will be allowed.
- 9. No gate access card¹²³ shall be passed on to anyone else.
- 10. All gate access cards must be returned upon relinquishment of leased space.
- 11. Upon termination of the Lease, owner shall surrender the leased space to the District in the same condition as it was originally leased to the owner.
- 12. All lease payments are due on the first day of the current month and may be made up to twelve (12) months in advance. Payment of lease payments in advance shall not prevent Lessor from terminating the lease as provided herein. In the event of such default or upon termination by Lessor, Lessee shall only be entitled to the return of any advance payments made by Lessee, prorated accordingly.
- 13. Nonpayment of lease payments will result in disabling of access cards. A reactivation fee shall be charged as per the BBRD fee schedule.¹²⁴
- 14. Owner must give written notice of intent to terminate no later than 5 business ¹²⁵days prior to the end of any month; otherwise owner shall be responsible for payment of full rent for the following month.¹²⁶

15. Failure to comply with the above rules and regulations will result in termination of this Lease Agreement. Any non-compliant Lessee will be held responsible for costs incurred for removal of stored property from storage facility. Costs of removal will be determined by staff. The monthly fee will continue to accrue until the issue of non-compliance is settled.
16. A replacement fee will be charged if the access card is not returned upon termination of lease or if the card is lost.¹²⁷

Temporary Parking¹²⁸

No Boat/Trailer or Truck/RV parking will be allowed in the Building "A" parking lot. Overnight parking of automobiles will be allowed in the Building "A" parking lot provided a permit is obtained from Resident Relations and appropriate fees will apply.

No Parking at Specific Common Areas

Vehicles shall be subject to towing at owners' expense if parked within 25 feet of District installed "No Parking" signs.¹²⁹

3.3 FEE SCHEDULE

Residents¹³⁰

All residents and renters/tenants are required to register to use district facilities. The one-time fee for a social membership for all residents intending to occupy the residents unit shall be as follows:

Property owner (one-time fee) \$750.00 + tax for 2 people.

Property owner + one adult living with the owner will be considered 2nd on membership and is included in fee for property owner. The following ownership transfers shall not require the payment of an additional Property Owner Social Membership Fee (additional resident fees still apply):

1. Owner placing lot in trust ownership where beneficiaries are immediate family members, including subsequent deed transfers to or between named beneficiaries.
2. Addition or removal of immediate family members to/from deed with owner.
3. Transfers to immediate family members by way of probate or estate administration proceedings.
4. Life estate deeds where remaining interest has passed to immediate family members.
5. Transfer to immediate family members where genuine sale has not occurred.

For purposes of this section, immediate family members shall be defined as, spouses, fathers, mothers, children, grandfathers, grandmothers, grandchildren, and siblings. For purposes of this section, genuine sale shall be defined as one where the owner retains no interest and substantial consideration (i.e. fair market value of the property) has been paid for conveyance of deed.

Additional resident/property owner (over 2) must pay the resident fee.¹³¹ \$125.00 + tax

Note: In the event more than 2 people are listed on a deed, additional (over 2) property owners must pay resident fee - \$125.00 + tax.¹³²

Administrative Fee

Any changes to 2nd on membership will require a change fee.¹³³ \$25.00 + tax

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Dependents \$25.00 + tax
All dependents are required to register to use District facilities.

Fees Applicable to Renters/Tenants

Seasonal Renter \$25.00 per person per month & tax

Long term renter**
Per Adult ¹³⁴ \$100.00 + tax

Per Dependent¹³⁵ \$25.00 + tax

Annual Renewal
Per Adult¹³⁶ \$50.00 + tax
Per Dependent \$10.00 + tax¹³⁷

A dated copy of the current lease agreement showing address of home and duration of the lease shall be provided on an annual basis or on renewal of rental badges. ¹³⁸ Renters/tenants with a lease for less than 30 days shall not be issued a renter's badge and must obtain a guest pass. ¹³⁹

Badges

1. All registered property owners, residents, renters and dependents (except for children under 12) shall require a picture badge. The initial cost of the picture badge is included in the member fee. All property owners, residents, renters and dependents have to renew picture badges on an annual basis to use District facilities.

All replacement picture badges, include Kids' Swim badges \$10.00¹⁴⁰

2. Residents and guests must display their badges and/or guest passes upon request¹⁴¹ at any District meeting or workshop in the Lounge, 19th Hole or Pool #1 Pavillion.

Guest Passes/ (All active military and children under 5 exempt)

1. Valid badge holders (not expired) must be present when purchasing guest pass(es) otherwise the following costs will be doubled. ¹⁴²
2. One Day Guest Pass
 - A. Regular (purchased at Resident Relations or any of the pools) \$3.00 per person¹⁴³
 - B. Street dance or other special events (purchased at Pool#1) \$5.00 per person
3. Two to Seven Day (week) Guest Pass¹⁴⁴
 - A. Purchased at Pools \$7.00 per person
 - B. Purchased at Resident Relations Office \$5.00 per personThe cost of a one-day guest pass (except when purchased at a special event at Pool #1) will be credited from the cost of a week guest pass when purchased on the first business day following the weekend purchase at a pool. ¹⁴⁵
3. Grandchild Pass (with picture)
 - A. Quarterly \$10.00 per child
 - B. Annually \$25.00 per child
4. Non-Residents (Visitor) Pass \$15.00 per person per day

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5. Temporary Lounge/Business Pass ¹⁴⁶ \$0.00 (No Charge)¹⁴⁷

Kid Swim Badges¹⁴⁸

- 1) Badge holder to only participate in the weekly "Kids' Swim event."
- 2) Only eligible for children under 16 years of age who live in the District and parents or guardians do not have a valid social membership badge or renter's badge. Parents or guardians must provide proof of residency at time of registration (i.e. electric bill, lease for home, etc.)
- 3) There is no charge for said badge which is valid for one year and can be renewed until the child reaches the age of 16 years old.
- 4) The child and her/his parent and/or legal guardian must register with the Resident Relations staff in the Administration Building prior to receiving a "Kids' Swim badge."
- 5) No more than two parents or guardians per child are allowed in the Pool area during Kids' Swim events unless previously authorized by the Community Manager or her/his designee.

Property Owners, Residents, Renter

- | | |
|--|---|
| 1. R.V. storage area | Per current lease agreement ¹⁴⁹ |
| 2. Reactivation of Access Cards | \$10.00 |
| 3. Initial keys for beach and pier | \$5.00 ¹⁵⁰ |
| 4. Replacement keys, beach and pier ¹⁵¹ | \$10.00 ¹⁵² per key ¹⁵³ |
| 5. RV Storage late fee ¹⁵⁴ | Per current lease agreement. |
| 6. Resident for Profit Use of Building | Non-Resident fees apply |
| 7. Use of Building A Kitchen ¹⁵⁵ | See "Use of Kitchen Facilities/Bringing in Incidental Food" Sub-Section # 7 |

Non-Resident

1. Rental of Buildings:¹⁵⁶

Building "A" \$100.00 per hour (2-hour min.)
\$100.00 fee for use of kitchen (non-refundable) plus see "Use of Kitchen Facilities/Bringing in Incidental Food" Sub-Section #11 ¹⁵⁷
Plus \$100.00 refundable deposit
Building "D or E" \$80.00 per hour (2-hour min.)
\$50.00 for use of kitchen (non-refundable)
Plus \$80.00 refundable deposits
Note: Fees are double if both sides are used.
Building "C" \$50.00 per hour (2-hour minimum)
Pool #1 Pavilion \$100 per hour (2-hour minimum)

Note: All deposits must be paid at the time of reservation. If renter does not cancel their reservation within 7 days of reservation, they will forfeit their rental fee.

"Not for profit" and governmental entities that perform free services to support District residents in health and well-being may be provided the use of buildings at no charge. The waiver of rental fee must be approved by the Community Manager or his/her designee.

Any "for profit" function held at any District facility must be approved by the Community Manager or his/her designee.

2. Parking fee for allowed vehicles
(other than automobiles) at Falcon Dr. Lot \$10.00 per day

Automobiles overnight in Building "A" lot:

Residents

Up to 3 nights per month free (more nights must be approved by the Community Manager or his/her designee)

4 - 7 nights \$10.00

8 or more nights \$25.00/week¹⁵⁸

Guests

1-2 nights \$ 5.00

3-7 nights \$10.00

8 or more nights \$25.00/week

3. Beach and Pier \$15.00 1 Day pass
 \$25.00 refundable key deposit

3.4 Guidelines for Registering as a Club or Organization and Use of District Facilities

Registration of Clubs/Organizations/Private Parties

1. Any request to form a registered Club or Organization that intends to use District facilities must be approved by the Community Manager.¹⁵⁹
2. An Application form and Building Registration form must be filed as part of the application which shall include the following information:
 - A. Name of Club or Organization
 - B. Names, addresses, phone numbers of at least four responsible year round District residents or elected officers or alternates. All officers of the club or organization must be District residents.
 - C. Times, dates, and their choice of established layouts of tables and chairs needed for the club/organization.
 - Any club or organization having fewer than 3 meetings and/or events per year shall be de-certified.¹⁶⁰
 - D. Definition and purpose of the club or organization.
 - E. Other pertinent information as may be required.
3. Changes to Club Officers or designated responsible parties must be reported to BBRD management staff when changes occur to keep registration forms current.
4. Clubs or Organizations must renew their applications for use of District facilities on an annual basis. This must be done no later than the December 31st of each year. Names and address of officers (who must be District residents) shall be provided. Failure to maintain residents as

officers will result in the club or organization being de-certified as a registered club or organization. This is necessary to reaffirm scheduling for each season/year. Applicants also need to report if they desire to have their names published in the HOA annual phone directory.

5. The designated parties will be the only recognized officials to make new arrangements and changes to the schedule or set up plans.
6. The time that has been scheduled for club meetings must be followed. Members are not allowed to come in early. Other functions or cleaning may be in progress prior to the clubs scheduled time.

Use of District Facilities

1. Any Club or Organization that uses District facilities must be comprised of a majority of Barefoot Bay residents unless permitted by policies adopted by the Board of Trustees. Only registered Clubs or Organizations may use District facilities on a non-fee basis.¹⁶¹
2. Residents of the Barefoot Bay Recreation District may utilize District facilities but registered Clubs or Organizations shall have priority in scheduling.
3. Social events held by residents requesting use of District facilities shall be classified as "District Resident-Private Parties." Rental fees shall not apply; however, non-residents who attend these functions must register as guests and pay fees in accordance with the District's fee schedule.
4. Residents using District facilities for a "for profit" event are required to pay fees in accordance with the District's fee schedule.
5. Non-registered clubs and organizations or non-residents may use District facilities upon payment of appropriate fees in accordance with the District's fee schedule. Priority shall be in terms of scheduling:
 - A. BBRD official meetings, workshops and/or events
 - B. BFBHOA
 - C. District Resident-Private Parties
 - D. Registered Clubs, Organizations
 - E. Non-residents.

Non-Discrimination Policy

The Barefoot Bay Recreation District does not discriminate against anyone in a protected class including, but not limited to race, creed, color, national origin, religion, gender, or sexual orientation. When in use of Barefoot Bay Recreation District facilities, anyone in a protected class including employees, residents and guests will not be discriminated against regardless of race, creed, color, national origin, religion, gender or sexual orientation.¹⁶²

Use of Alcoholic Beverages

1. Bringing alcoholic beverages to District facilities is prohibited. Where permitted, all alcoholic beverage purchases must be provided by the Barefoot Bay Recreation District.
2. In accordance with Florida Law, Home owners, residents, or guests may NOT place alcoholic beverages that are not purchased through the golf course or 19th-hole on their property adjacent to the golf course for any amenity user to consume.¹⁶³
3. For all functions desiring the use of bar service for the purpose of purchasing alcoholic beverages, the minimum service charge shall be \$100.00.¹⁶⁴ For non-club functions, this fee is payable in advance at the Resident Relations Office.¹⁶⁵ If the Bar takes in less than \$100.00, the function host will reimburse the bar total.¹⁶⁶ Clubs who register a bar must also meet the \$100.00 minimum, but are not required to pay in advance.¹⁶⁷ Clubs who do not meet the \$100.00 minimum must make up the difference.¹⁶⁸
4. Clubs or organizations must fill out a Bar Form (if a bar is desired) to request a Bar for the function. A good estimate on the number of people that will attend is required. This helps the bartender to stock the bar properly.

5. A request for bar service must be made at least two weeks in advance. If not submitted two weeks prior to the event,¹⁶⁹ BBRD cannot guarantee that personnel will be available to cover the bar.

Scheduling and Set-Up

1. It will be necessary to have dates of annual events scheduled prior to November 25th each year for the following year. There will be no confirmation of these dates until they have been reviewed and approved.
2. Reservations will be booked for eleven months only: If an entity desires the use of club facilities during December, this must be requested on a separate form. Regular scheduling of facilities shall be beginning in January.
3. Pick more than one date and check with the Calendar Coordinator's Office to determine the availability of time and building.
4. At the time of reservation, you will need to know the number of people that will be attending, and if you would like round or square tables. Options for table layout are limited to established table layouts.
5. Buildings will no longer be held for the Clubs or Organizations unless they come into the office and sign the necessary paperwork.
6. In order to cancel a meeting, an authorized representative must come in person to the Calendar Coordinator's office to cancel. They will be asked to sign a cancellation form.
7. The Barefoot Bay Recreation District reserves the right to assign, re-assign or re-schedule any function. The Community Manager shall be responsible for all final decisions regarding conflicts in scheduling.
8. Smaller clubs/organizations/events may be reassigned to a smaller facility to reduce utility and maintenance costs.
9. All functions requiring set-up must be submitted at least 2 weeks in advance. Failure to provide adequate notice by this deadline shall result in payment of set-up fees of \$25.00 & tax. Once set up plans are submitted and approved, any changes to the set up plans as submitted may be required to pay additional fees.
10. Persons requesting the use of Building A or D & E and requiring multiple large electrical usage appliances must follow the plan outlined by Property Services to safely utilize existing power supplies. Failure to follow the set plan will result in loss of usage of the facility for that event. It is the responsibility of the Barefoot Bay Recreation District to strictly adhere to all Fire and Safety regulations for events in and around the Recreation District facilities.
11. Persons requesting the use of Building A or D & E which will result in large groups of mobile guests are required to follow the plan outlined by Property Services to safely utilize doorways and exits. Failure to follow the set plan will result in loss of usage of the facility for that event. It is the responsibility of the Barefoot Bay Recreation District to strictly adhere to all Fire and Safety regulations for events in and around the Recreation District facilities.
12. Requests for an outdoor bar by the Pavilion (back of Building A) shall pay a \$50.00 non-refundable bar setup and tear down fee at time of finalizing the reservation with the Calendar Coordinator.¹⁷⁰

Use of District Facilities Where Fees Are Charged

All private functions requiring a fee or individual admissions charge may be subject to additional payment fees to the District, unless waived by the Board of Trustees in consideration that the fees accrued go to benefit the registered club's stated purpose that being of a "non-profit" nature. Non-resident fees will apply.

Use of Facilities for Gambling and Games of Chance

Gambling/games of chance of any kind shall not be permitted unless authorized by state statute and as may be authorized by the Board of Trustees.

Use of Kitchen Facilities/Bringing in Incidental Food

1. Any function that requires the use of kitchen facilities including the use of grills stoves, refrigerators, sinks shall pay a usage fee and clean-up deposit as may be determined by the Board of Trustees.
2. Clean up deposits and usage fees may be waived if food and beverages brought into the District facilities are of an incidental nature. However, a clean-up fee may be charged to any entity using District facilities if areas need to be cleaned by custodial staff.
3. Refrigerators, freezers and/or walk in cooler must be reserved with the Calendar Coordinator at least two weeks prior to their use.
4. If a private caterer requires the use of the warming ovens, refrigerator and/or freezer, the Barefoot Bay club, organization representative, or Barefoot Bay resident must reserve them with the Calendar Coordinator at least two weeks in advance. There will be no catering charge for the Barefoot Bay club, organization, or resident unless the equipment is damaged. Damage to equipment will be assessed at the repair or replacement cost of the equipment to the Barefoot Bay club, organization, or resident.¹⁷¹
5. Residents who use District pots/pans/utensils must be rinsed and left at dish machine¹⁷²
6. Food and Beverage will provide a dishwasher for \$13.25/hour¹⁷³
7. District cleaning of kitchen equipment is:¹⁷⁴
 - >50 people \$20
 - 50-100 people \$30
 - 100-200 people \$40
8. Any function that leaves the facilities in an unclear manner (and has not requested District cleaning) shall be charged a \$100.00¹⁷⁵ clean-up fee. If the fee is not paid, the entity will lose their privileges until the matter is settled.
9. Due to insurance requirements, the slicer, deep fryer¹⁷⁶, stove top, cheese melter, char broiler, griddle, conveyor dishwashing machine¹⁷⁷ and use of grill in Building A are not available for use by non-staff persons. District personnel will provide said services when requested. A fee of \$16.50 per hour will be charged for these services. A custom fee will be developed upon request for multiple services.¹⁷⁸ A \$50.00 fee for grill service for two hours, additional hours \$16.50 per hour.¹⁷⁹
10. An additional service is available to load the mobile cook/hold oven with plated dishes, roll out and serve for \$13.50 per hour.¹⁸⁰
11. Non-BBRD Caterer for resident groups and clubs reserving Building A is given access to stove, fryers, warming ovens, and mobile holding cart with assigned BBRD F&B staff to oversee operations for the following fees:¹⁸¹
 - >50 people \$100/up to 3 hours
 - 50-100 people \$200/up to 4 hours
 - 100-200 \$300/up to 5 hours
12. The gas grill is available for use at Pool 1 by residents and their guests on a first come, first served basis.¹⁸²
13. Residents must wipe the grill and cooking area clean when cooking is complete.
14. Residents assume all responsibility for food safety.
15. Due to the potential risks, residents using grills are required to sign a waiver and assume all responsibility for the cooking and safety of the prepared food.
16. Residents must provide their own cooking tools.

17. All commercial entity hosted for-profit, revenue-based, food service special events, excluding outside commercial entity catering and/or simple food delivery for resident or club-hosted meetings or special events, are prohibited from being held in any District owned facilities.¹⁸³
18. Any private commercial caterer and/or event planner providing food-related services for any resident or club-hosted meeting or special event, excluding simple food service delivery, shall be required to execute an indemnification and hold harmless agreement in favor of the District related to any food-related services provided.

3.5 Guidelines for Gift and or Memorials for the Barefoot Bay Recreation District¹⁸⁴

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

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

Part 4. Public Records Request Policy

4.0 PURPOSE.¹⁸⁵

Barefoot Bay Recreation District ("BBRD") is committed to the tenets set forth in Chapter 119, Florida Statutes, governing access to public records, also known as Florida's Public Records Act.

The purpose of this Policy is to provide guidelines and procedures for BBRD staff to assure compliance and uniformity with regard to handling of requests for inspection and copies of public records not exempted by state law.

To the extent that any term is not specifically defined herein, the definitions pursuant to Sec. 119.011, F.S. shall apply to any request for public records submitted to BBRD.

4.1 PUBLIC RECORDS REQUEST PROCEDURE.

A. Intake of Request.

1. Parties requesting to inspect and/or receive copies of public records maintained by BBRD ("Requesting Parties") shall be directed to submit their requests to the BBRD Clerk who shall serve as the BBRD Records Custodian.
2. Upon receipt of a public records request, the BBRD Clerk shall coordinate the response.
3. Each request shall be reviewed carefully by the BBRD Clerk to determine the estimated length of time required to gather the records. All requests shall be satisfied as expeditiously as possible considering the nature and volume of the request.
4. Public records will be made available within a "reasonable period of time" and "under reasonable conditions." Although there is no statutory definition of this time period, a "reasonable period of time" and "reasonable conditions" shall take into account the number of documents sought; the number of locations where the documents are stored; whether the records are maintained electronically or as hard copies; whether the documents must be examined for confidential information or redacted; and whether substantial research will be required to identify, obtain and copy the records requested.
5. The BBRD Clerk must review the documents to determine if exempt/confidential information or material is included in the documents requested. Exempt/confidential information as provided pursuant to the Florida Constitution or Chapter 119, F.S., must be redacted prior to review by, or distribution to, the requesting party.
6. Unless otherwise provided by law, BBRD is not required to create new records in response to a request for information, nor is BBRD required to reformat its records in a particular electronic format, if requested by the requesting party. BBRD will provide a copy of the record in the medium requested, if BBRD maintains the record in that medium. BBRD may also elect to provide a copy of a public record in the requested medium, if not routinely used in BBRD, and charge a reasonable fee in accordance with section 119.07(4), Florida Statutes and as provided herein.

B. Notification and Response.

1. When a response to a records request has been completed, the requesting party shall be notified of the availability of the copied records, if any, and the location where the documents will be made available. Notification shall be made by telephone and/or email, if the email address of the requesting party is known. Any email notification sent by the BBRD Clerk shall be stored in an electronic file pertaining to the public records request. If a telephone notification is the only notification provided, the BBRD Clerk shall make an email record of the date and time of the telephonic notification and store the email in an electronic file set up for the public records request.
2. The BBRD Clerk shall collect the required fee as outlined in Paragraph 4.3 of this policy prior to providing requested copies of public records to a requesting party. Upon payment and delivery of such records, the BBRD clerk shall deliver a written receipt for the amount paid. The receipt shall provide a short description of the documents being provided and shall specify the number of hard copy pages, DVD's, CD's, VHS, or audio tapes delivered to the requesting person.
3. In instances where electronic records are requested/provided, a copy of the email with the responsive documents shall be maintained by the BBRD Clerk as evidence of compliance with the request. Any BBRD employee sending a responsive email with documents attached shall copy the BBRD Clerk with the responsive email.
4. The BBRD Clerk or is required to maintain an agency copy of a response to a public records request for a period of one year after the response has been received by the requesting party. General Records Schedule GS I-SL, Item 23, requires a minimum of one year retention for

public information requests and responses. In this way, BBRD will have proof of compliance and the ability to re-inspect the response, if questioned.

C. Public Record Inspections.

1. Inspections of Public Records may take place at any time throughout the workday, generally Monday through Friday, 8:00 am to 4:30 pm, except holidays.
2. BBRD must have an employee present to monitor all scheduled records inspections.
3. The BBRD Clerk is responsible for providing safeguards to protect original public records during any scheduled inspection.

4.2 REQUESTS FOR VOLUMINOUS RECORDS REQUIRING EXTENSIVE STAFF TIME/EXTENSIVE INFORMATION TECHNOLOGY RESOURCES.

For the purposes of this policy, a "voluminous" request, which requires "extensive" use of clerical or supervisory assistance/information technology resources by BBRD staff for response, is deemed to exist if BBRD staff will be required to expend more than thirty (30) minutes researching, reviewing, gathering, redacting, or copying the requested records.

1. If the nature or volume of public records requested to be inspected or copied pursuant to this policy is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by BBRD staff, BBRD may charge the actual cost incurred for duplication as provided in Paragraph 4.3 of this policy, as well as a special reasonable service charge based on the cost incurred for extensive use of information technology resources or the labor cost attributable to the clerical and supervisory assistance required to provide the response to the request.
2. In the case of requests for voluminous as described above, the BBRD Clerk should provide the requesting party with a written response providing the following information after coordinating a projected response time and cost with the applicable BBRD staff members who will assist in the preparing the response:
 - A. an estimate of the staff time required to respond to the request;
 - B. the projected cost that will be charged to comply with the request;
 - C. a request for a deposit in the amount of 50% of the projected cost, before BBRD staff will begin preparing the response;
 - D. an offer to allow the requesting party the alternative of inspecting any nonexempt or non-confidential records requested and identifying which specific records, if any, the requesting party would like to have copied.
3. A deposit in the amount of 50% of the estimated charge shall be required before undertaking a response to a request for voluminous public records. All charges shall be invoiced and collected by the BBRD Clerk based upon the number of copies made and the amount of time spent complying with the request in excess of thirty (30) minutes.
4. Charges for extensive staff time will be assessed at the hourly rate of the lowest paid staff person who is qualified to respond to or supervise (where required) a response to the request for public records.
5. Charges for extensive use of information technology resources shall be billed at the actual cost incurred by BBRD for the extensive use of such information technology resources in filling the request for public records.
6. In the event of non-retrieval of records copied as a result of a public records request, any advance deposit may be retained and the requesting party may also be billed for any difference between the deposit and actual costs incurred by BBRD to produce the records. BBRD may require any requesting party who fails to retrieve or pay the charges associated with a request for voluminous public records, as provided herein, to pay the full costs associated with filling

any subsequent public records requests in advance of providing any response to such subsequent request.

4.3 COPIES AND FEES.

Those seeking copies of public records will be charged only the actual costs of making copies. However, if the nature or volume of the request requires extensive use of information technology resources or clerical assistance by BBRD staff, BBRD may charge, in addition to actual cost of duplication, an additional special service charge in accordance with Section 119.07(4)(d), Florida Statutes, and Paragraph 4.2 above.

A receipt for the amount of payment must be provided to the person paying for the records.

Homeowners and residents may obtain one free copy of the following documents per calendar year:¹⁸⁶

- Charter
- Deed of Restrictions
- ARCC Guidelines
- Policy Manual
- Employee Handbook
- Homeowners' Copy of Proposed Budget
- Homeowners' Copy of Approved Budget

Those records maintained by BBRD in an electronic information system may transfer the electronic records from that system onto a CD or, in the case of videotaped documents, onto a DVD. Assuming that the electronic information within the system is easily retrievable, the charges for such transfer should be the actual costs of duplication. BBRD may charge for CD disks, if not provided by the requestor. Special charges may be added if the request is extensive enough to require clerical assistance and extensive use of technology resources as provided in Paragraph 4.2 above.

The uniform fee for copies to be charged by BBRD is as follows, unless otherwise provided by law:

Paper copies:

First 10 pages per month, per citizen: No Charge

Additional:

8.5x11.5 or less - one-sided	\$0.15
8.5x11.5 or less - two-sided	\$0.20
8.5x14 or less - one-sided	\$0.15
8.5x14 or less - two-sided	\$0.20
11x17	\$0.25

Certified copies: \$1.00

CD/DVD/VHS/Audio Tapes:

Duplication:

Duplication of CD's, DVD's, VHS, or audio tapes shall be the actual cost of the CD's, DVD's, VHS, or audio tape. Actual mailing costs shall be charged rather than a flat fee. Mailing costs shall include protective cases and padded mailing envelope, plus postage.

Postage:

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Large orders or those to be mailed out of BBRD should be weighed and calculated individually, using www.usps.gov for postage rates.

Any unusually large volume of copying requiring the documents to be sent to a copy service for reproduction are to be billed to the requesting party based on the actual cost to BBRD.

Revision Record Page (updated discontinued circa 2004)

The Board notes that prior versions of the General Rules Applicable to District Facilities were created/amended by numerous Resolutions. Footnote references which are still applicable have been left in the preceding text as found at the time of last amendment. However, due to the substantial format changes being implemented by Resolution 2009-05, the Article and Section references on the prior revision record page are no longer applicable. The Board also notes that some prior amendments were not reflected by footnotes. The Board further notes that the prior revision record page included an incorrect reference to Resolution 2001-01 where such reference should have been to Resolution 2003-01.

The following is a list of Resolutions known by the Board to have created and/or amended the General Rules Applicable to District Facilities and/or related to fee schedules:

Date	Resolution	Subject
01/30/98	98-01	Fee Schedule.
05/12/00	2000-01	Fee Schedule.
05/11/01	2001-02	Non-Resident Golf Badge Fee; Fee Schedule.
09/17/01	2001-09	Revised General Rules.
12/14/01	2001-12	Golf Membership and Membership Dues.
03/08/02	2002-02	R.V. Storage Area Fees.
03/08/02	2002-03	A&E Clean Up Deposit.
05/10/02	2002-06	Social/Family Membership Fees when moving within District.
03/14/03	2003-01	\$2.00 non-resident guest pass; Softball Fee Schedule deletions.
07/11/03	2003-05	Suspension/cancellation of membership hearing procedure; swimming pool rules.

Endnotes

- 1 Amended 12/10/13 Resolution 2013-16
- 2 Added 2/13/2015, Resolution 2015-04
- 3 Amended 9/9/16, Resolution 2016-19
- 4 Amended 7/10/09, Resolution 2009-12
- 5 Amended 2/13/2015, Resolution 2015-04
- 6 Amended 9/9/16, Resolution 2016-19
- 7 Amended 3/28/2017 , Resolution 2017-5
- 8 Amended 9/9/16, Resolution 2016-19
- 9 Amended 9/9/16, Resolution 2016-19
- 10 Amended 3/28/2017, Resolution 2017-05
- 11 Section added 2/13/2015, Resolution 2015-04
- ¹² Amended, 10/12/18, Resolution 2018-08
- 13 Amended 9/9/16, Resolution 2016-19
- ¹⁴ Amended 4/09/21, Resolution 2021-05
- 15 Amended 2/13/2015, Resolution 2015-04
- ¹⁶ Amended 8/13/21, Resolution 2021-11
- 17 Amended 2/13/2015, Resolution 2015-04
- ¹⁸ Amended 8/13/2021, Resolution 2021-11
- 19 Amended 2/13/2015, Resolution 2015-04
- ²⁰ Amended 8/13/2021, Resolution 2021-11
- 21 Amended 2/13/2015, Resolution 2015-04
- ²² Amended 8/13/2021, Resolution 2021-11
- 23 Amended 2/13/2015, Resolution 2015-04
- ²⁴ Amended 8/13/2021, Resolution 2021-11
- 25 Amended 2/13/2015, Resolution 2015-04
- ²⁶ Amended 8/13/2021, Resolution 2021-11
- 27 Amended 9/9/16, Resolution 2016-19
- 28 Amended 2/13/2015, Resolution 2015-04
- ²⁹ Amended, 10/12/18, Resolution 2018-08
- ³⁰ Amended 8/13/2021, Resolution 2021-11
- ³¹ Amended 8/13/2021, Resolution 2021-11
- ³² Amended 8/13/2021, Resolution 2021-11
- 33 Amended 2/13/2015, Resolution 2015-04
- 34 Amended 9/9/16, Resolution 2016-19
- 35 Amended 2/13/2015, Resolution 2015-04
- 36 Amended 2/13/2015, Resolution 2015-04
- 37 Amended 2/28/12 Resolution 2012-05
- 38 Amended 9/9/16, Resolution 2016-19
- 39 Amended 2/13/2015, Resolution 2015-04
- ⁴⁰ Amended 8/13/2021, Resolution 2021-11
- 41 Amended 06/23/09, Resolution 2009-08
- 42 Amended 9/9/16, Resolution 2016-19
- 43 Amended 2/13/2015, Resolution 2015-04
- ⁴⁴ Amended 8/13/2021, Resolution 2021-11
- 45 Amended 2/13/2015, Resolution 2015-04
- ⁴⁶ Amended 8/13/2021, Resolution 2021-11
- ⁴⁷ Amended 8/13/2021, Resolution 2021-11
- ⁴⁸ Amended 8/13/2021, Resolution 2021-11
- ⁴⁹ Amended, 10/12/18, Resolution 2018-08

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50 Amended 2/13/2015, Resolution 2015-04
51 Amended 2/13/2015, Resolution 2015-04
52 Amended 8/13/2021, Resolution 2021-11
53 Amended 9/22/2020, Resolution 2020-12
54 Amended 8/13/2021, Resolution 2021-11
55 Amended 2/13/2015, Resolution 2015-04
56 Amended 8/13/2021, Resolution 2021-11
57 Amended 8/13/2021, Resolution 2021-11
58 Amended August 13 2010, Resolution 2010-14
59 Amended 12/10/13 Resolution 2013-16
60 Added 2/13/2015, Resolution 2015-04
61 Amended 9/9/16, Resolution 2016-19
62 Amended May 14, 2021, Resolution #2021-08
63 Amended May 14, 2021, Resolution # 2021-08
64 Amended 9/9/16, Resolution 2016-19
65 Amended December 10, 2013, Resolution 2013-16
66 Amended May 14, 2010, Resolution 2010-09
67 Amended December 10, 2013, Resolution 2013-16
68 Temporary Social membership reference deleted 2/13/2015, Resolution 2015-04
69 Amended December 10, 2013, Resolution 2013-16
70 Amended December 10, 2013, Resolution 2013-16
71 Amended 2/13/2015, Resolution 2015-04
72 Amended 2/13/2015, Resolution 2015-04
73 Amended 2/13/2015, Resolution 2015-04
74 Amended September 10, 2010, Resolution 2010-15
75 Amended September 10, 2010, Resolution 2010-16
76 Amended 9/9/16, Resolution 2016-19
77 Amended Feb. 25, 2020, Resolution 2020-03
78 Amended December 10, 2013, Resolution 2013-16
79 Amended January 13, 2012 Resolution 2012-01
80 Amended December 10, 2013, Resolution 2013-16
81 Amended June 8, 2012 Resolution 2012-09
82 Amended September 23, 2014 Resolution 2014-12
83 Amended 9/9/16, Resolution 2016-19
84 Amended 3/28/2017, Resolution 2017-05
85 Amended, 10/12/18, Resolution 2018-08
86 Amended October 25, 2011. Resolution 2011-16
87 Amended 9/9/16, Resolution 2016-19
88 Amended 3/28/2017, Resolution 2017-05
89 Amended, 10/12/18, Resolution 2018-08
90 Amended 7/8/11, Resolution 2011-12
91 Amended, 10/12/18, Resolution 2018-08
92 Res. 2001-12, 12/14/01
93 Amended, 10/12/18, Resolution 2018-08
94 Amended 9/9/16, Resolution 2016-19
95 Amended 2/13/2015, Resolution 2015-04
96 Amended March 12, 2010, Resolution 2010-7
97 Amended March 23, 2010, Resolution 2010-8
98 Amended, 10/12/18, Resolution 2018-08
99 Amended 2/13/2015, Resolution 2015-04

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100 Amended 2/13/2015, Resolution 2015-04
101 Amended 2/13/2015, Resolution 2015-04
102 Amended 9/9/16, Resolution 2016-19
¹⁰³ Amended May 14, 2021, Resolution #2021-08
¹⁰⁴ Amended October 22, 2019, Resolution 2019-10
105 Amended December 10, 2013, Resolution 2013-16
106 Amended 9/9/16, Resolution 2016-19
107 Amended December 10, 2013, Resolution 2013-16
108 Amended 9/9/16, Resolution 2016-19
109 Amended December 10, 2013, Resolution 2013-16
110 Amended December 10, 2013, Resolution 2013-16
111 Amended December 10, 2013, Resolution 2013-16
112 Amended 9/9/16, Resolution 2016-19
113 Amended 2/13/2015, Resolution 2015-04
¹¹⁴ Amended, 10/12/18, Resolution 2018-08
115 Amended 3/11/2011 Resolution 2011-04
¹¹⁶ Amended, 10/12/18, Resolution 2018-08
¹¹⁷ Amended, 10/12/18, Resolution 2018-08
118 Amended 9/9/16, Resolution 2016-19
119 Amended July 8, 2011 Resolution 2011-12
120 Amended 9/9/16, Resolution 2016-19
¹²¹ Amended May 14, 2021, Resolution #2021-08
122 Amended July 10, 2009, Resolution 2009-14
123 Amended 2/13/2015, Resolution 2015-04
124 Amended 2/13/2015, Resolution 2015-04
125 Amended 9/9/16, Resolution 2016-19
126 Amended July 8, 2011, Resolution 2011-12
127 Amended 2/13/2015, Resolution 2015-04
¹²⁸ Amended, 10/12/18, Resolution 2018-08
¹²⁹ Added, 11/13/2020, Resolution 2020-14
130 Section amended 2/13/2015, Resolution 2015-04
131 Amended December 10, 2013, Resolution 2013-16
132 Amended December 10, 2013, Resolution 2013-16
133 Amended December 10, 2013, Resolution 2013-16
134 Amended December 10, 2013, Resolution 2013-16
135 Amended December 10, 2013, Resolution 2013-16
136 Amended December 10, 2013, Resolution 2013-16
137 Amended December 10, 2013, Resolution 2013-16
138 Amended December 10, 2013, Resolution 2013-16
¹³⁹ Amended, 10/12/18, Resolution 2018-08
¹⁴⁰ Amended October 22, 2019, Resolution 2019-10
¹⁴¹ Amended, 10/12/18, Resolution 2018-08
¹⁴² Amended, 10/12/18, Resolution 2018-08
143 Amended 2/13/2015, Resolution 2015-04
144 Amended December 10, 2013, Resolution 2013-16
145 Amended 9/9/16, Resolution 2016-19
146 Amended December 10, 2013, Resolution 2013-16
147 Amended May 14, 2010, Resolution 2010-09
¹⁴⁸ Amended May 14, 2021, Resolution #2021-08
149 Amended December 10, 2013, Resolution 2013-16

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150 Amended 9/9/16, Resolution 2016-19
151 Amended December 10, 2013, Resolution 2013-16
152 Amended 9/9/16, Resolution 2016-19
153 Amended 2/13/2015, Resolution 2015-04
154 Amended December 10, 2013, Resolution 2013-16
¹⁵⁵ Amended 4/09/2021, Resolution 2021-05
156 Amended 9/9/16, Resolution 2016-19
¹⁵⁷ Amended 4/09/2021, Resolution 2021-05
¹⁵⁸ Amended October 22, 2019, Resolution 2019-10
¹⁵⁹ Amended April 25, 2017, Resolution 2017-07
¹⁶⁰ Amended April 25, 2017, Resolution 2017-07
¹⁶¹ Amended 12/8/2017 Resolution 2017-19
162 Amended December 10, 2013, Resolution 2013-16
163 Amended 9/9/16, Resolution 2016-19
164 Amended December 10, 2013, Resolution 2013-16
165 Amended December 10, 2013, Resolution 2013-16
166 Amended December 10, 2013, Resolution 2013-16
167 Amended December 10, 2013, Resolution 2013-16
168 Amended December 10, 2013, Resolution 2013-16
169 Amended 2/13/2015, Resolution 2015-04
¹⁷⁰ Amended October 2019, Resolution 2019-10
171 Amended January 8, 2009, Resolution 2010-01
¹⁷² Amended, 4/09/21, Resolution 2021-05
¹⁷³ Amended 4/09/21, Resolution 2021-05
¹⁷⁴ Amended 4/09/21, Resolution 2021-05
175 Amended 9/9/16, Resolution 2016-19
176 Amended 9/9/16, Resolution 2016-19
¹⁷⁷ Amended 4/09/21, Resolution 2021-05
¹⁷⁸ Amended 4/09/21, Resolution 2021-05
179 Amended 2/13/2015, Resolution 2015-04
¹⁸⁰ Amended 4/09/21, Resolution 2021-05
¹⁸¹ Amended 4/09/21, Resolution 2021-05
182 Amended July 8, 2011, Resolution 2011-12
¹⁸³ Amended April 25, 2017, Resolution 2017-07
184 Amended February 12, 2010, Resolution 2010-5
185 Adopted 10/26/2010, Resolution 2010-22
186 Amended 9/9/16, Resolution 2016-19

RESOLUTION 2022-07

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; PROVIDING FOR THE ADOPTION OF A REVISION TO THE POLICY MANUAL ADOPTED MAY 8, 2009, AS SUBSEQUENTLY AMENDED THROUGH August 13, 2021; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of Trustees has previously adopted Resolution 2009-05 establishing a Policy Manual for the residents of Barefoot Bay in relation to the operation of the Recreational Facilities of Barefoot Bay; and

WHEREAS, the most recent revisions to the Policy Manual were adopted by the Board of Trustees of Barefoot Bay Recreation District on August 13, 2021 via Resolution 2021-11; and

WHEREAS, the Barefoot Bay Recreation District staff has incorporated various changes to improve operations in an efficient and effective manner; and

WHEREAS, Section 112.061, Florida Statutes, prescribe travel expenses of public officers, employees, and other authorized persons; and

WHEREAS, Section 112.061(14)(a)4 allows the governing body of a Special District to establish rates for their travelers that exceed the maximum travel reimbursement rate specified in Section 112.061; and

WHEREAS, the rates utilized by the District for per diem and mileage travel reimbursement specified in Section 112.061 are no longer commensurate with the costs of business travel; and

WHEREAS, the Board of Trustees of Barefoot Bay Recreation District is desirous of streamlining the procurement of equipment repairs and replacement; and

WHEREAS, the Board of Trustees of Barefoot Bay Recreation District is desirous of amending the Policy Manual previously adopted and revised consistent with the revised version attached and incorporated hereto as Exhibit A;

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

Section 1: The Policy Manual for Barefoot Bay Recreation District is hereby amended in accordance with Exhibit A attached and specifically incorporated hereto this Resolution.

Section 2: 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 all resolutions or parts or resolutions not in conflict herewith are hereby continued in full force and effect.

Section 4. Effective Date.

This Resolution shall become effective on April 27, 2022.

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 R. Maino	_____
Trustee Hurrol Brinker	_____
Trustee Bruce Amoss	_____
Trustee Jim Nugent	_____
Trustee Michael Morrissey	_____

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 26th day of April 2022.

BAREFOOT BAY RECREATION DISTRICT

By: _____
Bruce Amoss,
FIRST VICE-CHAIRMAN

Hurrol Brinker,
SECRETARY

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, April 26, 2022

Title: **FY22 Budget Amendment: 19th Hole Kitchen & Walk-in-Cooler Project & Mid-Size Truck Replacement**

Section & Item: 11.C

Department: Administration, Finance

Fiscal Impact: \$178,074

Contact: Charles Henley, Finance Manager, John W Coffey, ICMA-CM, Community Manager

Attachments: 220426 Resolution 2022-08 - FY22 Budget Amendment - 19th Hole_Mid Size Truck

Reviewed by

General Counsel: Yes

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



Requested Action by BOT

BOT consideration and approval of Resolution 2022-08

Background and Summary Information

On April 8, 2022 the BOT approved the contract and change order #1 with MGM Contracting for the 19th Hole Kitchen and Walk-in-Cooler using Fund Balance and instructed staff to prepare the required budget amendment recognizing \$175,668 of fund balance.

On April 8, 2022 the BOT approved the contract Garber Ford, Inc for Mid-Size Truck Replacement, and instructed staff to prepare the required budget amendment recognizing \$2,406 of Fund Balance.

Staff has prepared a budget amendment recognizing the use of Fund Balance and increasing the R&M/Capital Department 19th Hole Kitchen and Walk-in-Cooler Project and the Mid-Size Truck Replacement line items.

Staff recommends the BOT approve Resolution 2022-08 Amending the Budget by increasing the R&M/Capital expenditure line items recognizing Fund Balance.

RESOLUTION 2022-08

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
BAREFOOT BAY RECREATION DISTRICT AMENDING
RESOLUTION 2021-09; AMENDING THE BUDGET.**

WHEREAS, the Barefoot Bay Recreation District Board of Trustees adopted Resolution 2021-09, an operating Budget for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022; and

WHEREAS, the Board of Trustees is desirous of amending the previously adopted Budget; and

WHEREAS, the Board of Trustees has ascertained that the following amendments are necessary to provide for the operation of the District for the Fiscal Year 2021/22:

An Amendment in the amount of \$178,074 to recognize Fund Balance.

An Amendment in the amount of \$175,688 to be added to R&M/Capital expenditure line-item 19th Hole Kitchen and Walk-in-Cooler Project.

An Amendment in the amount of \$2,406 to be added to R&M/Capital expenditure line-item Mid-Size Truck Replacement.

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

Section 1. The amendment shall be made to the operating Budget for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022.

Section 2. The Community Manager and the Finance Manager are directed to adjust FY 2021/22 Adopted Budget.

Section 3. This resolution shall become effective immediately upon 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, Bruce Amoss
Trustee, Hurrol Brinker
Trustee, James Nugent
Trustee, Michael Morrissey

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 26th day of April, 2022.

BAREFOOT BAY RECREATION DISTRICT

By:

Michael Maino,
CHAIRMAN

Hurrol Brinker,
SECRETARY

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, April 26, 2022
Title: **Neighborhood Revitalization Program (NRP) Purchase Confirmation: 855 Hawthorn Circle**
Section & Item: 11.D
Department: Resident Relations, DOR
Fiscal Impact: Sale Price \$24, 900.00
Contact: Richard Armington, Resident Relations Manager
Attachments: Executed Purchase Approval, Executed As is Contract
Reviewed by General Counsel: Yes
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Confirmation of 855 Hawthorn Circle purchase per the Policy Manual's "Purchase or Sale of Properties by BBRD Using Neighborhood Revitalization Program (NRP) Funding" (page 16).

Background and Summary Information

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 \$15,000.00 and not to exceed \$25,000.00 by staff toward the acquisition of a 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. On March 14, 2022, NRP Chairman Maino authorized the purchase of 855 Hawthorn Circle \$24,900.00. Once a clean title is secured, the property will be listed for sale (of which the proceeds will go back into the NRP project line-item for future use to improve the community via the removal of derelict homes and the sale of the vacant property).

Staff recommends the BOT confirms the purchase of 855 Hawthorn Circle via the Neighborhood Revitalization Program.



Barefoot Bay Recreation District

An Independent Special
District of the State of
Florida established in 1984.

625 Barefoot Boulevard
Barefoot Bay, Florida
32976-7305
Phone 772.664.3141
Fax 772.664.1928
www.bbrd.org

Board of Trustees

Michael R. Maino,
Chairman

Bruce Amoss,
1st Vice-Chair

Michael Morrissey,
2nd Vice-Chair

Jim Nugent,
Treasurer

Hurrol Brinker,
Secretary

Leadership Team

John W. Coffey, ICMA-CM,
Community Manager

Stephanie Brown,
District Clerk

Charles Henley,
Finance Manager

Rich Armington,
Resident Relations/
Human Resources Manager

Matt Goetz,
Property Services Manager

Kathy Mendes,
Food & Beverage Manager

Ernie J. Cruz,
PGA Certified Professional,
Golf Operations Manager

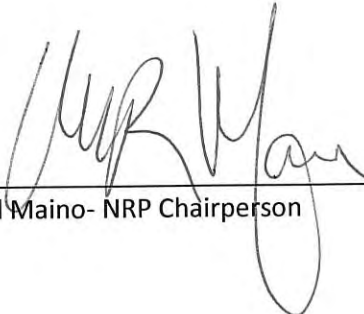
Mackenzie Leiva,
Management Analyst

General Counsel

John Cary,
Vose Law Firm LLP

Address: 855 Hawthorn Circle
Sale Price \$24,900.00



 3/14/22

Michael Maino- NRP Chairperson

"As Is" Contract For Sale And Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

"As Is"

1* **PARTIES:** Joseph F. Murphy ("Seller"),
 2* and Barefoot Bay Recreation District ("Buyer"),
 3 hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")
 4 pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

5 **I. DESCRIPTION:**
 6* (a) Legal description of the Real Property located in Brevard County, Florida: Barefoot Bay Unit 2
 7* Part 12 Lot 28 Blk 105 Parcel ID 30-38-10-JU-105-28
 8* (b) Street address, city, zip, of the Property: 855 Hawthorn Circle, Barefoot Bay, FL 32976
 9 (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s) unless
 10 specifically excluded below.
 11* Other items included are: _____
 12* _____
 13* Items of Personal Property (and leased items, if any) excluded are: _____
 14* _____

15* **II. PURCHASE PRICE** (U.S. currency): \$ 24,900.00
 16 **PAYMENT:**
 17* (a) Deposit held in escrow by Vose Law Firm LLP ("Escrow Agent") in the amount of (checks subject to clearance) \$ _____
 18* Escrow Agent's address: 324 W. Morse Blvd., Winter Park, FL 32789 Phone: 407-645-3735
 19* (b) Additional escrow deposit to be made to Escrow Agent within _____ days after Effective Date in the amount of \$ _____
 20* (c) Financing in the amount of ("Loan Amount") see Paragraph IV below \$ _____
 21* (d) Other \$ _____
 22 (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject
 23* to adjustments or prorations \$ 24,900.00

24 **III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:**
 25 (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or
 26* before _____, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. **Unless other-**
 27 **wise stated, the time for acceptance of any counteroffers shall be 2 days from the date the counteroffer is delivered.**
 28 (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the
 29 final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for
 30 acceptance of this offer or, if applicable, the final counteroffer.

31 **IV. FINANCING:**
 32* ☒ (a) This is a cash transaction with no contingencies for financing;
 33* ☐ (b) This Contract is contingent on Buyer obtaining written loan commitment which confirms underwriting loan approval for a loan to purchase
 34* the Property ("Loan Approval") within _____ days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for (CHECK ONLY
 35* ONE): ☐ a fixed; ☐ an adjustable; or ☐ a fixed or adjustable rate loan, in the Loan Amount (See Paragraph II.(c)) at an initial interest rate not to
 36* exceed _____%, and for a term of _____ years. Buyer will make application within _____ days (if blank, then 5 days) after Effective Date.
 37 **BUYER:** Buyer shall use reasonable diligence to: obtain Loan Approval; **notify Seller in writing of receipt of Loan Approval by Loan Approval**
 38 **Date;** satisfy terms of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the sale of other property shall
 39 not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. Buyer authorizes the mortgage broker(s) and
 40 lender(s) to disclose information regarding the conditions, status, and progress of loan application and Loan Approval to Seller, Seller's attorney
 41 real estate licensee(s), and Closing Agent.
 42 **SELLER:** If Buyer does not deliver to Seller written notice of Loan Approval by Loan Approval Date, Seller may thereafter cancel this Contract by
 43 delivering written notice ("Seller's Cancellation Notice") to Buyer, but not later than seven (7) days prior to Closing. Seller's Cancellation Notice shall
 44 notify Buyer that Buyer has three (3) days to deliver to Seller written notice waiving this Financing contingency, or the Contract shall be cancelled.
 45 **DEPOSIT(S) (for purposes of this Financing Paragraph IV(b) only):** If Buyer has used reasonable diligence but does not obtain Loan Approval
 46 by Loan Approval Date, and thereafter either party elects to cancel this Contract, the deposit(s) shall be returned to Buyer. If Buyer obtains Loan
 47 Approval or waives this Financing contingency, and thereafter the Contract does not close, then the deposit(s) shall be paid to Seller; provided how-
 48 ever, if the failure to close is due to: (i) Seller's failure or refusal to close or Seller otherwise fails to meet the terms of the Contract, or (ii) Buyer's lender
 49 fails to receive and approve an appraisal of the Property in an amount sufficient to meet the terms of the Loan Approval, then the deposit(s) shall be
 50 returned to Buyer.

51* ☐ (c) Assumption of existing mortgage (see rider for terms); or
 52* ☐ (d) Purchase money note and mortgage to Seller (see "As Is" Standards B and K and riders; addenda; or special clauses for terms).
 53* **V. TITLE EVIDENCE:** At least 0 days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments listed as
 54 exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms) shall be obtained by:
 55* (CHECK ONLY ONE): ☐ (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or
 56* ☐ (2) Buyer at Buyer's expense.

57* (CHECK HERE): ☐ If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.
 58* **VI. CLOSING DATE:** This transaction shall be closed and the closing documents delivered on _____ ("Closing"), unless
 59 modified by other provisions of this Contract. In the event of extreme weather or other conditions or events constituting "force majeure", Closing will be
 60 extended a reasonable time until: (i) restoration of utilities and other services essential to Closing, and (ii) availability of Hazard, Wind, Flood, or Homeowners'
 61* insurance. If such conditions continue more than _____ days (if blank, then 14 days) beyond Closing Date, then either party may cancel this Contract.

62 **VII. RESTRICTIONS; EASEMENTS; LIMITATIONS:** Seller shall convey marketable title subject to: comprehensive land use plans, zoning,
63 restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise
64 common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record
65 (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side
66 lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see
67* addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for _____
68* _____ purpose(s).

69 **VIII. OCCUPANCY:** Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended
70 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to "AS IS" Standard
71 F. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable
72 for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

73 **IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions, riders and addenda shall control all printed pro-
74 visions of this Contract in conflict with them.

75* **X. ASSIGNABILITY: (CHECK ONLY ONE):** Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may
76* assign but not be released from liability under this Contract; or ☐ may not assign this Contract.

77 **XI. DISCLOSURES:**

78 (a) The Property may be subject to unpaid special assessment lien(s) imposed by a public body ("public body" does not include a
79 Condominium or Homeowners' Association). Such lien(s), if any, whether certified, confirmed and ratified, pending, or payable in installments,
80* as of Closing, shall be paid as follows: ☐ by Seller at closing ☐ by Buyer (if left blank, then Seller at Closing). If the amount of any
81 assessment to be paid by Seller has not been finally determined as of Closing, Seller shall be charged at Closing an amount equal to the
82 last estimate or assessment for the improvement by the public body.

83 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to per-
84 sons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.
85 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

86 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information
87 regarding mold, Buyer should contact an appropriate professional.

88 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

89 (e) If the Real Property includes pre-1978 residential housing, then a lead-based paint rider is mandatory.

90 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

91 (g) **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIA-
92 TION/COMMUNITY DISCLOSURE.**

93 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT
94 OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNER-
95 SHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES.
96 IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

97 **XII. MAXIMUM REPAIR COSTS: DELETED**

98* **XIII. HOME WARRANTY:** ☐ Seller ☐ Buyer ☒ N/A will pay for a home warranty plan issued by _____
99* at a cost not to exceed \$_____.

100* **XIV. INSPECTION PERIOD AND RIGHT TO CANCEL:** (a) Buyer shall have 0 days from Effective Date ("Inspection Period") within
101 which to have such inspections of the Property performed as Buyer shall desire and utilities service shall be made available by the
102 Seller during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage
103 to and restoration of the Property resulting from such inspections and this provision (b) shall survive termination of this Contract;
104 and (c) if Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel this Contract
105 by delivering facsimile or written notice of such election to Seller prior to the expiration of the Inspection Period. If Buyer timely
106 cancels this Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of
107 all further obligations under this Contract, except as provided in this Paragraph XIV. Unless Buyer exercises the right to cancel
108 granted herein, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building,
109 environmental, and safety codes, restrictions or requirements and shall be responsible for any and all repairs and improvements
110 required by Buyer's lender.

111 **XV. RIDERS; ADDENDA; SPECIAL CLAUSES:** CHECK those riders which are applicable AND are attached to and made part of this Contract.
112* ☐ CONDOMINIUM ☐ VA/FHA ☐ HOMEOWNERS' ASSN. ☐ LEAD-BASED PAINT ☐ COASTAL CONSTRUCTION CONTROL LINE
113* ☐ INSULATION ☐ EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS) ☐ Other Comprehensive Rider Provisions ☐ Addenda
114* Special Clause(s): _____
115* Property will be conveyed via Quitclaim Deed.

116* Buyer shall pay all closing costs,
117* Seller warrants that no outstanding mortgages or liens (other than for taxes) exist on the
118* property.

119* Seller warrants that Title has not been previously conveyed to any other party.
120* If Buyer discovers any mortgage against the property, any prior transfer of interest, or any lien other than for outstanding
121* taxes, Buyer may cancel the transaction and return deed to seller prior to recording and shall have no obligation of payment
122* to seller.

123* _____
124* _____
125* _____

126 **XVI. "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS ("AS IS" Standards):** Buyer and Seller acknowledge receipt of a copy
127 of "AS IS" Standards A through Z on the reverse side or attached, which are incorporated as part of this Contract.

128 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,
129 SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

130 THIS "AS IS" FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.
131 Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a
132 particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining
133 positions of all interested persons.

134 AN ASTERISK(*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

135* _____
136 (BUYER) [Signature] (DATE) 4/8/2022 (SELLER) [Signature] (DATE) 4 APRIL 2022
137* _____
138 (BUYER) _____ (DATE) _____ (SELLER) _____ (DATE) _____
139* Buyers' address for purposes of notice _____ Sellers' address for purposes of notice _____
140* 625 Barefoot Blvd., Barefoot Bay, FL 32976 855 Hawthorn Circle, Barefoot Bay, FL 32976
141* _____ Phone _____ Phone _____
142 **BROKERS:** The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with
143 this Contract:
144* Name: N/A N/A
145 Cooperating Brokers, if any Listing Broker

"AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS

146

147 **A. TITLE INSURANCE:** The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer,
148 an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained
149 in Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopt-
150 ed by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is
151 found defective, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the
152 defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reason-
153 able period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall
154 be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable,
155 use diligent effort to correct defect(s) within the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the
156 defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title
157 Commitment and it is delivered to Buyer less than 5 days prior to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt
158 to examine same in accordance with this "AS IS" Standard.

159 **B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER:** A purchase money mortgage and mortgage note to Seller shall provide for a
160 30-day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment
161 in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept
162 in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a
163 standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage
164 endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note
165 and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mort-
166 gages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the
167 Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evi-
168 denced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

169 **C. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certi-
170 fied by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback
171 lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

172 **D. WOOD DESTROYING ORGANISMS: DELETED**

173 **E. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described
174 in Paragraph VII hereof and title to the Real Property is insurable in accordance with "AS IS" Standard A without exception for lack of legal right of access.

175 **F. LEASES:** Seller shall at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature
176 and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each ten-
177 ant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact ten-
178 ant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written
179 notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

180 **G. LIENS:** Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement,
181 claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days imme-
182 diately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction
183 liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such gen-
184 eral contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a
185 construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

186 **H. PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing
187 Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

188 **I. TIME:** Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays and state or nation-
189 al legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the
190 next business day. **Time is of the essence in this Contract.**

191 **J. CLOSING DOCUMENTS:** Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leas-
192 es, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

193 **K. EXPENSES:** Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained
194 from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed,
195 mortgagee title insurance commitment with related fees, and recording of purchase money mortgage, deed and financing statements shall be paid by Buyer.
196 Unless otherwise provided by law or rider to this Contract, charges for related closing services, title search, and closing fees (including preparation of closing
197 statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

198 **L. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing.
199 Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be
200 increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance
201 rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current
202 year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's mill-
203 age is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assess-
204 ment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing,
205 which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assess-
206 ment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into
207 account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.

208 **M. (RESERVED - purposely left blank)**

209 **N. INSPECTION AND REPAIR: DELETED**

210 **O. RISK OF LOSS:** If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of restoration (which
211 shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation of Seller and
212 Closing shall proceed pursuant to the terms of this Contract, and if restoration is not completed as of Closing, restoration costs will be escrowed at Closing. If
213 the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with the 1.5% or receive a refund of deposit(s)
214 thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natu-
215 ral occurrence shall be the cost of pruning or removal.

216 **P. CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841,
217 F.S., as amended, the escrow and closing procedure required by this "AS IS" Standard shall be waived. Unless waived as set forth above the following

"AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

218

219 closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2)
220 if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall
221 have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon
222 written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal
223 Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand
224 for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of war-
225 ranties contained in the deed or bill of sale.

226 **Q. ESCROW:** Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit
227 them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to
228 clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, con-
229 tinue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall
230 determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents
231 a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent
232 shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with
233 provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in
234 any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to
235 be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable
236 to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this
237 Contract or gross negligence of Agent.

238 **R. ATTORNEY'S FEES; COSTS:** In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such liti-
239 gation, which, for purposes of this "AS IS" Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by
240 Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

241 **S. FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by
242 Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for
243 the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller,
244 at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title mar-
245 ketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's
246 deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

247 **T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES:** Neither this Contract nor any notice of it shall be recorded in any public records.
248 This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and
249 one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party.
250 All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile or electronic (including "pdf") copy of this
251 Contract and any signatures hereon shall be considered for all purposes as an original.

252 **U. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as
253 appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the
254 request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

255 **V. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No mod-
256 ification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

257 **W. SELLER DISCLOSURE:** (1) There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or
258 which have not been disclosed to Buyer; (2) *Seller extends and intends no warranty and makes no representation of any type, either express or implied,*
259 *as to the physical condition or history of the Property;* (3) *Seller has received no written or verbal notice from any governmental entity or agency as*
260 *to a currently uncorrected building, environmental or safety code violation;* (4) *Seller has no knowledge of any repairs or improvements made to the*
261 *Property without compliance with governmental regulation which have not been disclosed to Buyer.*

262 **X. PROPERTY MAINTENANCE; PROPERTY ACCESS; ASSIGNMENT OF CONTRACTS AND WARRANTIES:** Seller shall maintain the Property, including,
263 but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear and Casualty Loss excepted. Seller shall, upon
264 reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that
265 all items of Personal Property are on the Real Property and that the Property has been maintained as required by this "AS IS" Standard. Seller will assign all
266 assignable repair and treatment contracts and warranties to Buyer at Closing.

267 **Y. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property
268 under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, includ-
269 ing the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be
270 contingent upon, nor extended or delayed by, such Exchange.

271 **Z. BUYER WAIVER OF CLAIMS:** *Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate licensee involved*
272 *in the negotiation of the Contract, for any defects or other damage that may exist at Closing of the Contract and be subsequently discovered by the*
273 *Buyer or anyone claiming by, through, under or against the Buyer.*



Barefoot Bay Recreation District

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

Phone 772-664-3141

www.bbrd.org

Memo To: Board of Trustees

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

Date: April 26, 2022

Subject: Manager's Report - Revised

District Clerk

IM Solutions is scheduled to install the audio-visual and streaming equipment from 5/18/22-5/20/22. This will include testing and training of the production equipment.

Finance

Assessments Received –94.4% Collected or \$3,798,968.99 Balance to Collect: \$226,467.01

Resident Relations

ARCC Meeting 4/12/2022

- 1 Old Business – denied.
- 16 Consent Items – 15 approved, 1 approved with stipulation.
- 11 Other Items – 8 approved, 1 approved with stipulation, 2 denied.

ARCC Meeting 4/26/2022

- 1 Old Business to be presented.
- 13 Consent Items to be presented.
- 13 Other Items to be presented.

VC Meeting 4/8/22

- 12 Cases to be presented
- 9 cases came into compliance prior to the meeting.
- 3 cases found to be in violation.

VC Meeting 4/22/22

- 17 Cases to be presented.

Food & Beverage

- “Cinco de Tres” buffet will be available at Karaoke on May 3 from 5-7 p.m. This event will kick off Taco Tuesday once again lakeside of Lounge.
- A Mother’s Day Brunch will be held from 10-1 p.m. on Mother’s Day lakeside of the Lounge. A variety of breakfast and lunch items, a carving station and pastry will be offered. Royal Ink will perform during brunch from 10-1 p.m. on the stage and the Bobby Coleman Band will once again be back in the Bay for Street Dance from 2-6 p.m.

Flyers with all the details are posted.

Property Services

- Repainted the veteran’s memorial
- Installed more handrails at the back door of the 19th hole
- Completed repairing the damaged bar area behind the lounge
- Assembled and finished some cabinets for the food and beverage dept.
- Cleaned up debris at east lake
- Repaired pool heater
- Repaired lounge bulletin board
- Cleaned up waste in the cul-de-sac on Sequoia
- Assembled 12 new tables for the pavilion
- Administered monthly Fire extinguisher inspections
- Serviced BBRD equipment
- Cold patched a hole in the shopping center parking lot
- Replaced door stops on the lounge restrooms
- Continued to solicit bids for various projects

Golf-Pro Shop

- Picnic Area scoreboard: completed, installation of picnic tables and concrete pads to follow. Picnic tables were ordered on April 6, 2022. Delivered on April 14, 2022, but refused due to multiple pieces damaged.
- We wish to thank everyone during the peak season for joining us. As we start to transition to our summer maintenance program a few things will occur.
- No 10 green is going to be rebuilt to USGA specs and therefore we have made a temporary green at the end of the 10th fairway. Please do not walk into the construction zone and adhere to all posted warning signs.
- Our putting green will close to begin ABM’s repair. Please remain away from construction zone until it is re-opened.
- Our hours of play will expand from 6:30pm until 7:30pm (effective immediately); however, the Pro Shop will close at 6:30 and the last cart must be in by 7:00pm.
- We will begin an aggressive weed killing program so you may see a yellowing on the course.
- Our summer rates will go into effect on May 1st.

General Information

Brevard County Public Works – Traffic Operations spoke with us about partnering with us and Micco HOA’s by requesting we take on the responsibility of monitoring the status of the flags and purchasing replacement when needed. When they initially installed them there was concerns about the flags going missing as it is a burden for staff to replace them.