



**BAREFOOT BAY
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting
September 27, 2022 at 1:00 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. Regular BOT Meeting minutes dated September 8, 2022.
- 8. Treasurer's Report**
 - A. Treasurer's Report
- 9. Audience Participation**
- 10. Unfinished Business**
- 11. New Business**
 - A. BBRD Policy Manual Amendment: Retirement Plan, Fee Schedule, and Various Corrective Revisions
 - B. Rules for the Board of Trustees Barefoot Bay Recreation District Amendment: BBRD Trustee Remote Electronic Attendance
 - C. Golf Course Maintenance RFP
 - D. Golf Course Point of Sale (POS)
 - E. Shopping Center Lease: The Cart Guys Melbourne, Inc.
 - F. 2023 BOT and Quarterly Townhall Meeting Schedule
- 12. Manager's Report**
 - A. September 27, 2022 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 Regular Meeting
September 8, 2022
1PM –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on September 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. Loveland.

Roll Call

Present: Mr. Loveland, Mr. Brinker, Mr. Maino, Mr. Amoss. Also, present, Kent Cichon, Community Manager, John Cary, General Counsel, Stephanie Brown, District Clerk, Rich Armington, Resident Relations/HR Manager, Charles Henley, Finance Manager, Matt Goetz, Property Services Manager, and Mackenzie Leiva, Management Analyst. Mr. Morrissey was excused.

Additions or Deletions to the Agenda

A Request from Trustee Morrissey regarding a leave from his Board of Trustees duties (agenda item 11E).

Approval of the Agenda

Mr. Brinker made a motion to approve the agenda with the addition of item 11E. Second by Mr. Amoss Motion passed.

Presentations and Proclamations

Chairman Maino presented the BBRD 9-11 Proclamation and employee appreciation certificates to Property Services employees Rebecca Santisi (10yrs), Robert Gerzanick (5yrs), Martin Stills (30yrs), and Thomas England (5yrs).

Approval of Minutes

Mr. Loveland made a motion to approve BOT regular meeting minutes dated August 23, 2022. Second by Mr. Brinker. Motion passed.

Treasurer's Report

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



BAREFOOT BAY RECREATION DISTRICT

Audience Participation

Louise Crouse-808 Sapodilla Drive-reminded residents about the 9-11 event being held at the Lutheran Church on September 11, 2022.

Mr. Cichon read a letter from Cora Chuffo- 1127 Tequesta Drive-who voiced her concern over a DOR violation against her property and communications with BBRD staff. Mr. Cichon responded that all policies and procedures were properly followed regarding the violation.

Unfinished Business

None.

New Business

Transfer Funds to FL CLASS and FL Trust to supplement FL Prime with the approximate FY23 minimum reserve

Resolution 2022-20 Read by Mr. Cary:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT APPROVING THE ENTRANCE INTO AN INTERLOCAL AGREEMENT WITH OTHER GOVERNMENTAL PARTICIPANTS FOR THE PURPOSE OF EXERCISING INVESTMENT POWER JOINTLY TO INVEST FUNDS IN CONCERT WITH OTHER PARTICIPANTS, PROVIDING FOR AN EFFECTIVE DATE.

Resolution 2022-21 Read by Mr. Cary:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AUTHORIZING AND DIRECTING EXECUTION AND DELIVERY OF A JOINDER TO AGREEMENT AND DECLARATION OF TRUST CREATING AND ESTABLISHING THE FLORIDA LOCAL GOVERNMENT INVESTMENT TRUST; AND PROVIDING AN EFFECTIVE DATE.

Mr. Amoss asked if BBRD still invests in the FL Prime investment fund and how secure it is. Mr. Henley responded that he does not believe that there is any more risk than the other investment funds.

Mr. Loveland made a motion to accept Resolution 2022-20 and 2022-21 as read. Second by Mr. Brinker. Motion passed.



BAREFOOT BAY RECREATION DISTRICT

Amending the Budget: Irrigation Parts for Golf Course, Softball Field Renovation, Lawn Bowl Area Renovation, and Weather Panels for Pool #1 Stage

Staff seeks BOT direction regarding Resolution 2022-19 Amending the Budget by increasing the Property Services Department R&M Grounds expenditure line item by \$26,156 using the contingency expenditure line item in the R&M/Capital Projects Department.

Resolution 2022-19 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 spoke in favor of the lawn bowling renovation project being discussed and voted on separately. He stated his opposition to the lawn bowling project due to the significant cost. Mr. Amoss asked if the recommendation was the only option, or if there was another option at a reduced rate. Mr. Cruz responded that the options are to resod at the current cost of \$26,156 or overseed at a reduced cost. Mr. Amoss spoke in favor of overseeding. Mr. Loveland voiced his concern about ABM's level of service and spoke in favor of ABM being evaluated. Mr. Maino agreed and stated it will be an agenda item for the next BOT meeting. Mr. Maino also spoke in favor of removing the lawn bowling renovation expenditure line item from the resolution and asked Mr. Cary if a motion could be made without it. Mr. Cary responded that the motion could be rescinded, and a new motion made or to amend the current motion to exclude the lawn bowling expenditure. Mr. Maino asked if the amount allocated for the lawn bowling renovation was \$15,000. Mr. Cichon responded that the BOT could reduce the amount to \$15,000 or keep the amendment as is with the \$26,156 amount, and staff would only use the allocated funds.

Mr. Loveland made a motion to accept Resolution 2022-19 as read. Second by Mr. Amoss. Mr. Loveland rescinded the motion and Mr. Amoss rescinded his second.

Chairman Maino asked the BOT for a motion to approve Resolution of 2022-19 with the elimination of the lawn bowl area renovation in the amount of \$26,156 from the resolution. Mr. Cary responded that there is no \$26,156 amount listed in the resolution and the motion must correspond with the resolution. Mr. Loveland suggested approving the resolution as is without proceeding with the lawn bowling project and bring back another resolution to place the funds back in reserve. Mr. Cary responded that the BOT could do that. Mr. Cichon suggested amending the resolution and reducing lines 1 and 4 by \$26,156 or approving the resolution as is with direction to the Community Manager to not expend the \$25,156 allocated for resodding.

Mr. Loveland made a motion to approve resolution 2022-19 as read with direction to the Community Manager to hold funds in the amount of \$26,156 allocated for resodding of the lawn bowling area. Second by Mr. Amoss. Motion passed.



BAREFOOT BAY RECREATION DISTRICT

FY24 Budget Preparation Calendar

Staff requests the BOT choose from the list of openings below for the Budget Kickoff Meeting and workshops and then adopt the FY24 Budget Preparation Calendar.

BOT consensus for the Townhall Meeting to be held on Thursday, January 26 at 9am, and FY24 Budget Workshops dates of Thursday, March 16th at 9am, Tuesday, March 21st at 6pm, Thursday, April 20th at 9am and Thursday, May 18th at 9am.

Mr. Amoss made a motion to adopt the FY24 budget preparation calendar. Second by Mr. Brinker. Motion passed.

Request for Waiver of the Guest Pass Requirement for Kiss Cancer Goodbye Participants to access the Pool #1 Area

Staff recommends the BOT waive the guest pass requirement for the Pool #1 area for Kiss Cancer Goodbye participants on October 15, 2022, from 9am-12pm.

Mr. Loveland made a motion to waive the guest pass requirement for the Pool #1 area for Kiss Cancer Goodbye participants on October 15, 2022, from 9am-12pm. Second by Mr. Amoss. Motion passed.

Trustee Morrissey Leave of Absence Request

Mr. Cichon advised the BOT that trustee Morrissey requested a 60-day leave of absence and if the request was not approved, that he would provide his resignation, effective today (9/8/2022). Mr. Brinker spoke in favor of the 60-day leave of absence. Mr. Maino and Mr. Amoss agreed.

Mr. Loveland made a motion to approve the 60-day leave of absence request from trustee Morrissey, ending on the last BOT Meeting in November. Second by Mr. Brinker. Motion passed.

Manager's Report

Finance

Assessment received – 99.85% collected or \$4,019,498. Balance to collect \$5,938.

Resident Relations

ARCC 8/16/2022

- 9 Consent Items – approved
- 8 Other Items – approved

ARCC 8/30/2022

- 9 Consent Items – were to be presented
- 6 Other Items – were to be presented

VC Meeting 8/12/22

- 16 Cases – came into compliance prior to the meeting



BAREFOOT BAY RECREATION DISTRICT

- 1 Case – DOR is working with the homeowner
- 12 Cases – were found to be in violation

VC Meeting 8/26/22

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

Food & Beverage

- The Summer Games event will be held this Sunday, September 11th from 1-5 p.m. Dougie from Good Times Entertainment will D.J. pool side all afternoon. There will be a variety of water races, corn hole competition, bottle toss, and Casino style 5 card poker game in the Lounge. Gift certificates are awarded to the winners!
- On October 6th we will begin our Rustic Roast night. A weekly Thursday dinner event will alternate between family style slow roasted chicken or Italian favorites. There will also be 2 weekly special dinners offered.
- On October 8th there will be a highly anticipated Latin themed Christmas for Barefoot Bay Kids event at the Golf Course. In mid-September, the Pro Shop will be registering participants for the golf tournament. Participation in the tournament includes a Latin themed dinner. After the dinner, we welcome the community to come out to the bandshell area to enjoy DJ Terry playing popular Latin music, an appetizer buffet, and tequila tasting. A \$13 ticket includes access to this fun event from 6-10 p.m. with \$2 from every ticket benefiting Barefoot Bay kids.

Flyers with all the details are posted

Property Services

- Purchased and installed new lighting on the tennis courts
- Removed damaged drywall at the 19th Hole
- Installed boundary fence at the golf course
- Initiated the repainting of the golf course parking lot
- Installed new job posting board near Pool #1
- Serviced BBRD equipment
- Picked up softball field chalk for the next season
- Continued to solicit bids for various projects

Golf-Pro Shop

- FRDAP Grant
 - Greens Renovation #10
 - In Grow-in phase (Have begun initial mowing and topdressing to level turf)
 - Temporary green on Hole #10 in play until duration of project completion
 - Estimated date of opening: October
 - Submission of documentation for reimbursement request to follow



BAREFOOT BAY RECREATION DISTRICT

- Practice Green
 - In Grow-in phase (Have begun initial mowing and topdressing to level turf)
 - Estimated date of opening: October
- Lawn Bowl & Softball Field (Awaiting direction from BOT)

General Information

- Next Townhall will be October 4th at 7 pm
- DOR Ballot Referendum packages have been mailed out
 - Deadline for return of ballots is October 4th at 4:30 pm
 - Return envelopes must be signed on back for ballot to be valid
 - Ballot counting will start tentatively on October 5th

Attorney's Report

Mr. Cary stated that he gave a Sunshine Law presentation to the ARCC Committee and provided an update on pending DOR cases. It stated that he is hoping to have the DOR cases filed by the next BOT Meeting. Mr. Cary also started sending out violation warning letters to residents.

Incidental Trustee Remarks

Mr. Loveland reminded residents to vote and to fill out the ballot and envelope correctly as to not invalidate it.

Mr. Cichon provided an overview of the ballot process and the extra security measures that have been put into place.

Mr. Amoss spoke about ABM's service/work on the golf course and spoke in favor of conducting a golf course workshop.

Mr. Maino stated that he is not in agreement with Mr. Amoss's statement regarding ABM service and that there will be a discussion about ABM at the September 27, 2022, BOT meeting.

Adjournment

The next regular meeting will be on September 27, 2022, at 1pm in Building D/E.

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

Meeting adjourned at 2:39pm.

Hurrol Brinker, Secretary

Stephanie Brown, District Clerk

Barefoot Bay Recreation District

Treasurer's Report

September 27, 2022

Cash Balances in General Fund as of 9/16/22

Petty Cash Total Petty Cash: \$ 2,500.00

Operating Cash in Banks

MB&T Operating Account 584,538.92

Total Operating Accounts: 584,538.92

Interest Bearing Accounts

MB&T Money Market Account 752,771.98

SBA Reserve Account 704,306.87

Total Interest Bearing Accounts: 1,457,078.85

Total Cash Balances in General Fund: \$ 2,044,117.77

Total Daily Deposits and Assessments Received for 8/30/22 - 9/16/22

Daily Deposits: \$ 91,326.43

Assessments Received: -

Total Deposits Received: \$ 91,326.43

Expenditures for 8/30/22 - 9/16/22

Check Number	Vendor	Description	Check Amount
59884	Evergreen Solutions, LLC	Employee Pay Study #4	6,000.00
59900	Vose Law Firm, LLP	Legal Fees: 8/22	7,500.00
59905	ABM Landscape & Turf Services	Golf Course & Ball Field Maint. - 9/22	40,123.67
59927	Omega Technology Solutions, LLC	Monthly IT Support: 9/22	5,258.10
59947	Barefoot Services, Inc	Deposit for Lounge Outside Bar	5,000.00
59957	Current Electrical Solutions Inc	Shopping Center Electrical Upgrades	49,963.32
	Paychex	Net Payroll - PPE 9/11/22	67,772.24
	United States Treasury	Payroll Taxes - PPE 9/11/22	19,736.25
	Paychex	Net Payroll - PPE 8/28/22	67,518.56
	United States Treasury	Payroll Taxes - PPE 8/28/22	19,574.54

Total Expenditures \$5,000 and above: 288,446.68

Expenditures under \$5,000: 70,935.38

Total Expenditures: \$ 359,382.06

Barefoot Bay Recreation District

Checks: 8/30/22 - 9/16/22

Check Number	Payee	Effective Date	Check Amount	Transaction Description
59871	Marie or Gregory Gerard	9/2/2022	100.00	Refund Bar Deposit for event Bldg A 8/27/22
59872	Freedom Vapor Barrier	9/2/2022	100.00	Refund of Clean-Up Deposit for Event 8/30/22
59873	Irving & Karen Rose	9/2/2022	1,391.00	Refund Social Membership Fee Transfer from #2401 to 4721
59874	All Florida Coffee & Water Service, Inc	9/2/2022	95.75	Coffee/Water
59875	Anderson Rentals, Inc	9/2/2022	450.00	Tank Pump Out Tennis Courts 7/30/22-8/26/22
59876	Bruce Claxton	9/2/2022	175.00	Trivia @ Lounge 9/7/22 Bruce Claxton
59877	Carroll Distributing Company	9/2/2022	1,324.25	Beer
59878	Cheney Brothers Inc	9/2/2022	621.13	Operating Supplies/Soft Drinks/Food
59879	Chuck Tabbert	9/2/2022	550.00	Street Dance 9/4/22 2-6pm Chuck Tabbert
59880	City Electric Supply Company	9/2/2022	107.10	Lights
59881	Como Oil & Propane - Vero Beach	9/2/2022	110.00	Monthly Gas Meter Fees 5 locations Propane Aug 22
59882	Mia Famiglia Distributors	9/2/2022	73.37	Breads
59883	Ecolab Inc	9/2/2022	250.00	Dishwasher Lease 19th Hole New Dishwasher
59884	Evergreen Solutions, LLC	9/2/2022	6,000.00	Classification & Compensation Study #4 Tasks 7-11
59885	Florida Door Control of Orlando, Inc	9/2/2022	250.00	Repairs to Front Door @ NAB
59886	Florida Distributing Company, LLC	9/2/2022	736.22	Beer
59887	Goodtimes Entertainments LTD. LLC	9/2/2022	425.00	Music Bingo 8/29/22 Karaoke @ Lounge 8/30/22 Goodtimes
59888	ICMA RC 401	9/2/2022	2,639.05	Retirement Acct ICMA 401 #109735 9/1/22
59889	Ken Gregory Produce, Inc.	9/2/2022	205.40	Produce
59890	Richard's Knife Service	9/2/2022	40.00	Knife Sharpening
59891	Rife Carbonic Company	9/2/2022	79.00	CO2
59892	Simplifile LC	9/2/2022	147.00	Recording Fees August 2022
59893	SiteOne Landscape Supply, LLC	9/2/2022	445.79	Sprayer/Field Marker/Herbicide
59894	Southern Glazer's Wine & Spirits, LLC - Florida	9/2/2022	831.59	Alcohol
59895	Terry Bailey	9/2/2022	495.00	Music Lakeside 9/3/22 6-10pm Terry Bailey
59896	Acushnet Company	9/2/2022	63.56	Golf Merchandise
59897	U.S. Bank Equipment Finance, Inc	9/2/2022	860.01	Copier Lease 8/17/22-9/17/22
59898	US Foods	9/2/2022	(231.76)	Credit
	US Foods	9/2/2022	(194.31)	Customer Rebate
	US Foods	9/2/2022	88.06	Equipment

Barefoot Bay Recreation District

Checks: 8/30/22 - 9/16/22

Check Number	Payee	Effective Date	Check Amount	Transaction Description
	US Foods	9/2/2022	24.78	Food
	US Foods	9/2/2022	(263.12)	Food Product Return
	US Foods	9/2/2022	694.14	Food/Cleaning Supplies/Bev Paper/Food Paper/Soft Drinks
	US Foods	9/2/2022	923.21	Food/Cleaning Supplies/Food Paper/Soft Drinks
59899	Vince Love	9/2/2022	550.00	Music Lakeside 9/2/22 Vince Love
59900	Vose Law Firm, LLP	9/2/2022	7,500.00	Legal Fees Aug 2022
59901	Capital One	9/2/2022	77.88	Food
	Capital One	9/2/2022	31.06	Food/Supplies
	Capital One	9/2/2022	93.76	Supplies
	Capital One	9/2/2022	22.96	Tsunami
59902	WM Corporate Services, Inc	9/2/2022	85.46	2yd Dumpster 1xWk 8706 Hwy A1A 9/1/22-9/30/22
	WM Corporate Services, Inc	9/2/2022	705.24	4yd Dumpster 935 Barefoot Blvd 9/1/22-9/30/22
	WM Corporate Services, Inc	9/2/2022	473.95	8yd Dumpster 2xWk 1225 Barefoot Blvd 9/1/22-9/30/22
	WM Corporate Services, Inc	9/2/2022	680.53	8yd Dumpster 3xWk 895 Falcon Dr. 9/1/22-9/30/22
59903	Republic National Distributing Company LLC	9/2/2022	435.79	Alcohol
59904	A-1 Action Safe & Lock	9/9/2022	53.00	Keys
59905	ABM Landscape & Turf Services	9/9/2022	40,123.67	Golf Course, Softball Field, Lawn Bowling Maintenance Sep 22
59906	Allen Wronko	9/9/2022	300.00	Music 9/15/22
59907	Frontline Fire Protection Systems, LLC dba ATP Fire	9/9/2022	3,110.00	625 Barefoot Blvd Annual Fire Extinguisher Inspection
59908	Bruce Claxton	9/9/2022	175.00	Trivia Night 9/14/22
59909	BVIP Entertainment LLC	9/9/2022	600.00	Music 9/9/22
59910	Carroll Distributing Company	9/9/2022	1,342.70	Alcohol
59911	Cheney Brothers Inc	9/9/2022	1,415.90	Food/Equipment
59912	Cherry Vicidomine	9/9/2022	625.00	Music 9/10/22
59913	Como Oil & Propane - Vero Beach	9/9/2022	1.00	Monitor Charge 1225 Barefoot Blvd
	Como Oil & Propane - Vero Beach	9/9/2022	172.71	Propane Food Truck
	Como Oil & Propane - Vero Beach	9/9/2022	1.00	Tank Rent 1225 Barefoot Blvd
59914	Complete Restaurant Equipment, LLC.	9/9/2022	475.00	Ice machine service @ lounge
	Complete Restaurant Equipment, LLC.	9/9/2022	195.00	Inspect Kitchen Equipment Lounge
59915	Mia Famiglia Distributors	9/9/2022	43.54	Bread

Barefoot Bay Recreation District

Checks: 8/30/22 - 9/16/22

Check Number	Payee	Effective Date	Check Amount	Transaction Description
	Mia Famiglia Distributors	9/9/2022	66.08	Breads
59916	Ecolab Inc	9/9/2022	140.57	Dishwasher rental 19th Hole 8/20-9/19 2022
59917	Florida Power & Light Co	9/9/2022	46.02	935 Barefoot Blvd Ste 6 7/29-8/30 2022
59918	Glover Oil Co. Inc	9/9/2022	529.34	E87-87 W/10% Ethanol
	Glover Oil Co. Inc	9/9/2022	531.43	ULSD-Ultra Low Sulfer Dyed Diesel
59919	Goodtimes Entertainments LTD. LLC	9/9/2022	525.00	Karaoke 9/6/22, Summer Games 9/11/22
59920	Jeremias Ramos	9/9/2022	300.00	Lawn Care September 2022
59921	Keep'n Cool Inc.	9/9/2022	165.00	Service call 1225 Barefoot Blvd
59922	Ken Gregory Produce, Inc.	9/9/2022	109.00	Produce
59923	Mark Gallo	9/9/2022	200.00	Music 9/8/22
59924	Maxwell & Son, Inc	9/9/2022	236.10	Plumbing Parts
59925	NuCO2 LLC	9/9/2022	265.67	CO2 Lounge
59926	ODP Business Solutions, LLC	9/9/2022	3.90	Folders
59927	Omega Technology Solutions, LLC	9/9/2022	1,165.60	Microsoft Office
	Omega Technology Solutions, LLC	9/9/2022	4,135.00	Monthly Software & IT Support
	Omega Technology Solutions, LLC	9/9/2022	62.50	PCI Scan IT Support
	Omega Technology Solutions, LLC	9/9/2022	(125.00)	Pickup/Wipe/Return old workstations
	Omega Technology Solutions, LLC	9/9/2022	20.00	Remote support for Ernie
59928	Poolsure	9/9/2022	153.46	Sodium Bicarbonate
59929	Quadient Leasing USA, Inc.	9/9/2022	485.97	Lease 6/30 - 9/29 2022
59930	Regulatory Compliance Services Inc	9/9/2022	121.00	Monthly Responsible Vendor Fees
59931	Sam's Club	9/9/2022	265.14	Snacks/Drinks
59932	Southern Glazer's Wine & Spirits, LLC - Florida	9/9/2022	1,313.33	Alcohol
59933	Southern Janitor	9/9/2022	336.12	Cleaning Supplies
59934	Sprint Nextel Communications	9/9/2022	802.14	Cell phones 7/26-8/25 2022
59935	Acushnet Company	9/9/2022	94.01	Golf attire
59936	UniFirst	9/9/2022	448.98	Cleaning Supplies
	UniFirst	9/9/2022	245.88	Uniform Service
59937	US Foods	9/9/2022	1,006.68	Food
	US Foods	9/9/2022	513.99	Food/Bev Paper/Food Paper/Soft Drinks

Barefoot Bay Recreation District

Checks: 8/30/22 - 9/16/22

Check Number	Payee	Effective Date	Check Amount	Transaction Description
59938	WM Corporate Services, Inc	9/9/2022	370.80	20yd Rolloff Svc 8/16/22-8/31/22 1176 Barefoot Cir
	WM Corporate Services, Inc	9/9/2022	128.75	30yd Container Svc 8/1/22-8/31/22 895 Falcon
	WM Corporate Services, Inc	9/9/2022	803.40	30yd Rolloff Svc 8/1/22-8/31/22 895 Falcon
59939	Daniel Murdock	9/9/2022	1,391.00	Refund of Social Membership fee from account #4939 to #0869
59940	Breakthru Beverage	9/9/2022	348.60	Alcohol
59941	Florida Bulb & Ballast	9/9/2022	1,871.40	LED Roadway lighting and fixtures
59942	Republic National Distributing Company LLC	9/9/2022	352.95	Alcohol
59943	Carroll Distributing Company	9/9/2022	614.90	Alcohol
59944	Door Gallery Of Florida	9/9/2022	2,091.50	Final Payment Bldg A Interior Doors
59946	Barefoot Bay Water & Sewer	9/16/2022	3,292.85	Monthly Water 7/18/22-9/01/22
59947	Barefoot Services, Inc	9/16/2022	5,000.00	Deposit for Lounge Outside Bar
59948	Capital One Trade Credit	9/16/2022	39.99	Renewed 1 yr Advant
59949	Breakthru Beverage	9/16/2022	617.04	Alcohol
59950	Bruce Claxton	9/16/2022	175.00	Trivia @ Lounge 9/21/22 Bruce Claxton
59951	Card Service Center	9/16/2022	870.60	American Recycled Plastic Gilligan Hunt Bench
	Card Service Center	9/16/2022	155.00	Captus Press, Inc.
	Card Service Center	9/16/2022	219.72	Carrot Top Industries Inc Merchant Marine Flag
	Card Service Center	9/16/2022	300.00	Certified Mail Envelopes
	Card Service Center	9/16/2022	482.15	Certifresh Cigars
	Card Service Center	9/16/2022	650.00	FAU IOG Boca Campus James Trevelino
	Card Service Center	9/16/2022	240.14	Jersey Mikes Employee Incentives
	Card Service Center	9/16/2022	485.45	Pinch a Penny Pool Chemicals
	Card Service Center	9/16/2022	374.45	Pinch A Penny Pool Bulbs
	Card Service Center	9/16/2022	27.82	US Postoffice Postage
59952	Carroll Distributing Company	9/16/2022	1,873.95	Alcohol
	Carroll Distributing Company	9/16/2022	160.00	Regulators for Kegs
59953	Cheney Brothers Inc	9/16/2022	119.80	Equipment
	Cheney Brothers Inc	9/16/2022	1,180.44	Food
	Cheney Brothers Inc	9/16/2022	63.21	Food Paper
	Cheney Brothers Inc	9/16/2022	643.29	Food/Food Paper

Barefoot Bay Recreation District

Checks: 8/30/22 - 9/16/22

Check Number	Payee	Effective Date	Check Amount	Transaction Description
59954	City Electric Supply Company	9/16/2022	197.85	Fusion FLED
59955	Audio Informational Services Inc	9/16/2022	800.00	Music Lakeside 7-10:30pm 9/16/22 Collins & Company
59956	Como Oil & Propane - Vero Beach	9/16/2022	400.63	Propane Food Truck
	Como Oil & Propane - Vero Beach	9/16/2022	1.00	Propane Tank Lease Food Truck
	Como Oil & Propane - Vero Beach	9/16/2022	1.00	Propane Tank Monitor Charge Food Truck
59957	Current Electrical Solutions Inc	9/16/2022	49,963.32	Draw 6 Shopping Center Electrical 8/1/22-8/31/22
59958	Mia Famiglia Distributors	9/16/2022	144.10	Breads
59959	David Williams	9/16/2022	600.00	Music Lakeside 12/17/22 6-10pm Johnny & Blaze Band
59960	Ecolab Inc	9/16/2022	105.00	Dishwasher Rental 9/1/22-9/30/22 19th Hole
	Ecolab Inc	9/16/2022	121.43	Dishwasher Rental 9/3/22-10/2/22 Lounge
59961	EWL Enterprises, Inc	9/16/2022	500.00	Street Dance 12/18/22 2-6pm Phoenix Band
59962	Glover Oil Co. Inc	9/16/2022	809.63	E87-87 W/10% Ethanol
59963	Goodtimes Entertainments LTD. LLC	9/16/2022	425.00	Music Bingo 9/12/22 Karaoke @ Lounge 9/13/22 Goodtimes
59964	Gotta Go Green	9/16/2022	301.83	Portable/Handicap Toilets Hwy A1A 9/9/22-10/6/22
59965	Grey Trunk RFID - Ark Business Systems	9/16/2022	149.00	Grey Trunk RFID SaaS 5001-10000 Assets - September 2022
59970	Home Depot Credit Services	9/16/2022	239.34	4x4's / Gate Latch
	Home Depot Credit Services	9/16/2022	36.98	Acrylic Sheet
	Home Depot Credit Services	9/16/2022	7.90	Adapters
	Home Depot Credit Services	9/16/2022	(5.84)	Ant Killer/Ear Plugs/18" Brush/Masks/Glasses
	Home Depot Credit Services	9/16/2022	14.90	Ball Valves
	Home Depot Credit Services	9/16/2022	63.22	Bleach/Insectacide
	Home Depot Credit Services	9/16/2022	28.53	Brasskey
	Home Depot Credit Services	9/16/2022	42.85	Brush/Ironforce/Water Filter
	Home Depot Credit Services	9/16/2022	33.31	Brush/Paint
	Home Depot Credit Services	9/16/2022	80.80	Brushes/Bleach/Broom Disinfectant
	Home Depot Credit Services	9/16/2022	42.83	Corner Guards
	Home Depot Credit Services	9/16/2022	1.00	Deposit
	Home Depot Credit Services	9/16/2022	79.97	Diamond Blade
	Home Depot Credit Services	9/16/2022	152.91	Door Knobs
	Home Depot Credit Services	9/16/2022	101.43	Door Stop/Outlets

Barefoot Bay Recreation District

Checks: 8/30/22 - 9/16/22

Check Number	Payee	Effective Date	Check Amount	Transaction Description
	Home Depot Credit Services	9/16/2022	24.88	Door Stops/Loctite
	Home Depot Credit Services	9/16/2022	47.11	Drill & Bits
	Home Depot Credit Services	9/16/2022	(1.10)	Ear Muff
	Home Depot Credit Services	9/16/2022	47.84	Electrical Parts
	Home Depot Credit Services	9/16/2022	65.42	Extension Cords/Surge Protectors
	Home Depot Credit Services	9/16/2022	66.32	Fittings
	Home Depot Credit Services	9/16/2022	347.79	Flame Lighter/Nylon Rope
	Home Depot Credit Services	9/16/2022	53.64	Garden Soil
	Home Depot Credit Services	9/16/2022	133.20	Hooks/Turn Buckles
	Home Depot Credit Services	9/16/2022	12.96	Painters Touch
	Home Depot Credit Services	9/16/2022	96.47	Panel Bead/Drywall
	Home Depot Credit Services	9/16/2022	96.31	Panel Board/Hammer/Containers
	Home Depot Credit Services	9/16/2022	230.96	Plants/Hose
	Home Depot Credit Services	9/16/2022	179.82	Propane Exchange
	Home Depot Credit Services	9/16/2022	156.52	PVC Connections & Pipe
	Home Depot Credit Services	9/16/2022	30.00	PVC Cordless
	Home Depot Credit Services	9/16/2022	116.79	PVC Fittings
	Home Depot Credit Services	9/16/2022	77.98	PVC Fittings and Materials
	Home Depot Credit Services	9/16/2022	185.36	PVC Pipe & Connections
	Home Depot Credit Services	9/16/2022	11.12	PVC Supplies
	Home Depot Credit Services	9/16/2022	147.35	Rental Charges Equipment
	Home Depot Credit Services	9/16/2022	(41.88)	Return Cable Ties
	Home Depot Credit Services	9/16/2022	20.51	Rollers
	Home Depot Credit Services	9/16/2022	13.95	Sakrete/T-Knives
	Home Depot Credit Services	9/16/2022	(0.81)	Sand
	Home Depot Credit Services	9/16/2022	13.41	Soil
	Home Depot Credit Services	9/16/2022	99.85	Sprinklers
	Home Depot Credit Services	9/16/2022	40.15	T-Knives/Sand Sponge/Paint
	Home Depot Credit Services	9/16/2022	219.64	Thermometer/Cable Tie/Duct Tape/Brass Fitting
	Home Depot Credit Services	9/16/2022	66.35	Toilet Parts

Barefoot Bay Recreation District

Checks: 8/30/22 - 9/16/22

Check Number	Payee	Effective Date	Check Amount	Transaction Description
	Home Depot Credit Services	9/16/2022	(2.01)	Tough Totes/Key Rings
	Home Depot Credit Services	9/16/2022	27.66	Trash Liners
	Home Depot Credit Services	9/16/2022	24.80	Tubes
	Home Depot Credit Services	9/16/2022	47.63	Underlayment/Tape Measure/Fiter
	Home Depot Credit Services	9/16/2022	30.38	Utility Blades/Cleaning Supplies
	Home Depot Credit Services	9/16/2022	124.83	Voltage Lines
	Home Depot Credit Services	9/16/2022	79.92	Water Hoses
	Home Depot Credit Services	9/16/2022	270.36	Wire
	Home Depot Credit Services	9/16/2022	79.70	Yale Keys/Flat Bar
59971	ICMA RC 401	9/16/2022	2,665.94	Retirement Acct ICMA 401 #109735 9/15/22
59972	Ken Gregory Produce, Inc.	9/16/2022	467.80	Produce
59973	James Salvatore	9/16/2022	300.00	Music @ 19th Hole 9/16/22 Musicians in Transit
59974	NuCO2 LLC	9/16/2022	185.00	System Inspection Fee Lounge
59975	Playnetwork	9/16/2022	143.82	Satellite Radio Lounge 9/1/22-11/30/22
59976	Quality Electric Motor Repair, Inc	9/16/2022	285.00	Pool Pump Replace Bearings and Shaft Seal
59977	Rife Carbonic Company	9/16/2022	47.00	CO2 19th Hole
59978	Shaw Medical Group	9/16/2022	134.00	Background Checks Fullerton/Enochs/Lingerfelt
	Shaw Medical Group	9/16/2022	180.56	Physical/Drug/Alcohol Testing April Lingerfelt
59979	The Sherwin Williams Co.	9/16/2022	191.71	Paint
59980	Southern Janitor	9/16/2022	46.08	Sprayer Bottles
59981	Charter Communications	9/16/2022	1,203.45	Monthly Internet Sept 2022
59982	Time Warner Cable	9/16/2022	19.98	Monthly TV NAB Sept 2022
59983	Tracer Golf USA	9/16/2022	115.93	Golf Merchandise
59984	UniFirst	9/16/2022	425.63	Cleaning Supplies
	UniFirst	9/16/2022	122.94	Uniform Service
59985	US Foods	9/16/2022	(5.72)	Customer Rebate
	US Foods	9/16/2022	52.45	Food
	US Foods	9/16/2022	(18.15)	Food/Cleaning Supplies/Food Paper/Soft Drinks
	US Foods	9/16/2022	1,259.76	Food/Food Paper/Soft Drinks
	US Foods	9/16/2022	(27.29)	Truck Short

Barefoot Bay Recreation District

Checks: 8/30/22 - 9/16/22

Check Number	Payee	Effective Date	Check Amount	Transaction Description
59986	Florida Association of Code Enforcement	9/16/2022	75.00	Code Enforcement Renewal James Trevelino 2022-2023
	Florida Association of Code Enforcement	9/16/2022	75.00	Code Enforcement Renewal Mary Barry 2022-2023
	Florida Association of Code Enforcement	9/16/2022	75.00	Code Enforcement Renewal Rich Armington 2022-2023
	Florida Association of Code Enforcement	9/16/2022	75.00	Code Enforcement Renewal Sally Ann Biondolillo 2022-2023
59987	ICMA RC 401	9/16/2022	204.30	Retirement Acct ICMA 401 #109735 9/15/22 Loan
59988	Southern Glazer's Wine & Spirits, LLC - Florida	9/16/2022	1,064.93	Alcohol
			186,049.70	

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, September 27, 2022
Title: **BBRD Policy Manual Amendment: Retirement Plan, Fee Schedule, and Various Corrective Revisions**
Section & Item: 11.A
Department: Administration
Fiscal Impact: N/A
Contact: Kent Cichon, Community Manager
Attachments: Policy Manual revised 07Sept22 Markup , Resolution 2022-22
Reviewed by
General Counsel: Yes
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Consideration and approval of Resolution 2022-22.

Background and Summary Information

The attached ~~Strikethrough/Underline~~ version of the Proposed Revised BBRD Policy Manual incorporates actions taken by the BOT, which includes the revised percentage for employee retirement plan match and the revised Property Owner Social Membership Fee approved by the BOT during the Public Hearing to adopt the FY23 Budget on June 28,2022; an alignment with Florida Administration Code R. 69I-73.002 pertaining to the recording of fixed assets; and various corrective revisions that include removal or replacement of terminology no longer applicable to BBRD and corrections of typos, grammar, and formatting.

2.5 RETIREMENT PLAN (Revision on Page 7)

A retirement plan is available for any full-time employees who wish to participate. The District will match one for one up to ~~34~~% of employee’s deduction of gross wages.⁹

2.7 FIXED ASSETS (tangible personal property) (Revision on Page 7)

A listing of all fixed assets with a value of ~~\$52,000.00~~ or more and attractive items with a value or cost less than \$5,000.00 will be maintained, updated, and completed for each year ~~by~~ ending September 30th. Each item received is tagged with an all weather tag. Additions and deletions of tangible assets require approval by Community Manager.⁻¹⁰

3.3 FEE SCHEDULE (Revision on Page 35)

- 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 resident’s unit shall be as follows:

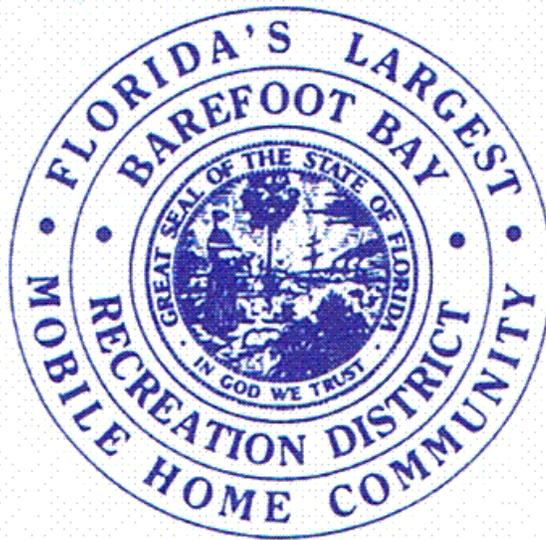
Property owner (one-time fee) ~~\$750~~1,350.00 + tax for 2 people.

VARIOUS CORRECTIVE REVISIONS (Pages 1-10, 12-48)

Staff recommends the BOT approve Resolution 2022-22 Amending the BBRD Policy Manual as attached.

Barefoot Bay Recreation District

Policy Manual



Adopted by the Board of Trustees on September 27th, 2022

This policy becomes effective on October 1st, 2022

Adopted by the Board of Trustees on April 26, 2022~~September 27th, 2022~~

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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~~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~~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.ⁱ 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 position and expects 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, 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.⁵ These 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. Per diem and subsistence allowance and mileage 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 are approved by the Department Head and Community Manager are to be reimbursed in a timely manner.
5. Prior to travel, the traveler ~~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~~ daily, 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 34% 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 \$52,000.00 or more will be maintained, updated, and completed for each year by ending ending September 30th. Each item received is tagged with an all-weather tag. Additions and deletions of tangible assets 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~~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~~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~~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

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 <u>Service fund</u> 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>
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General Fund General Fund)	001-101000	(Purpose: receipts and expenditures for the
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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 ~~\$15,000.00~~ ~~\$14,999.99~~¹⁶ without Board authorization. ~~All expenditures of \$15,000.00~~¹⁷ ¹⁸ 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 \$1,999.99^{19/20}, a purchase order and competitive pricing is not required; however, obtaining quotations is recommended whenever practical.
2. For purchases of \$2,000.00 to \$24,999.99^{21/22} 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 writing and~~ kept on file in the ~~finance accounts payable~~ office and the requesting department.
3. For purchases in the amount of \$25,000.00 to \$74,999.99^{23/24} 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~~finance office and the requesting department.
4. For all purchases in the amount of \$75,000.00^{25/26} 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~~ the required number of quotes or bids 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~~ the required number of quotes 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~~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.
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 \$914,999.99 in cost.

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 \$15,000.00^{39/40} to pay for needed purchases, supplies or contracted services. ⁴¹

Purchase of Goods or 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 \$75,000.00^{43/44}

Award recommendations exceeding \$15,000.00^{45/46} 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, termsterms, and conditions. Awards to other than the low bidder, shall be documented to show the rationale for rejection (i.e.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 shall take appropriate action and if necessary, notify the Community Manager.

~~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~~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, 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; 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~~ 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~~ 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~~ conditions, and other requirements described in 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~~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.

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.i.e., 45%) to determine the total percentage awarded.

VENDOR PRICE	% AWARDED	X	WEIGHT		WEIGHTED SCORE
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-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~~ delimited and declared, null and void 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 an RFQ ~~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' Homeowners' Association.~~

"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~~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.

"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}

⁶⁸

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~~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 Districts 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~~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/organizations 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~~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~~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~~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 of 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/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~~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~~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.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~~organization, or individual desiring to construct or install any building, sun cover, ~~bench~~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~~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~~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~~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~~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~~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 old¹⁰⁶while 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.~~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 alcohol ¹⁰⁸may 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. ^{113/114}

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 Courts.⁴⁴⁵¹¹⁶

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.
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~~ pecuniary 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.~~ 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~~ 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~~ 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.
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

Residents ¹³⁰

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 resident's unit shall be as follows:

Property owner (one-time fee) ~~\$750~~\$1,350.00 + 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.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

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~~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~~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~~Pavilion.

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 person

The 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
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~~parents~~, or guardians that 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.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, <u>beach</u> 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 Kitcher Faci
#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~~ 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~~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. B.~~ District Resident-Private Parties
 - ~~D. C.~~ Registered Clubs, Organizations
 - ~~D. 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~~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~~Homeowners, 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-upset-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 machine ¹⁷²
6. Food and Beverage will provide a dishwasher for \$13.25/hour ¹⁷³
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 unclean 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 machine ¹⁷⁷and 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 gift or 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~~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:

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~~ ~~updates~~ 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

- i 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~~26/2022, Resolution ~~2016-19~~2022-17
- 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

- 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

- 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

- 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 2022-22

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 APRIL 26, 2022; 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 April 26, 2022, via Resolution 2022-07; and

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

WHEREAS, the Board of Trustees of the Barefoot Bay Recreation District authorized increasing the maximum match for the retirement plan from 3% to 4%; and

WHEREAS, the Board of Trustees of the Barefoot Bay Recreation District authorizes increasing the value of fixed assets that must be maintained, updated, and completed every fiscal year from \$2,000 to \$5,000; and

WHEREAS, the Board of Trustees of the Barefoot Bay Recreation District authorized an increase in the social membership fee from \$750 to \$1,350; 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.

The effective date of the revised Policy Manual is October 1, 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 Randy Loveland	_____
Trustee Michael Morrissey	_____

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 27th day of September 2022.

BAREFOOT BAY RECREATION DISTRICT

By: _____
Michael Maino,
CHAIRMAN

Hurrol Brinker,
SECRETARY

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, September 27, 2022
Title: **Rules for the Board of Trustees Barefoot Bay Recreation District Amendment: BBRD Trustee Remote Electronic Attendance**
Section & Item: 11.B
Department: Administration
Fiscal Impact: N/A
Contact: Kent Cichon, Community Manager
Attachments: Rules for the BOT Underline Strikethrough 092722
Reviewed by
General Counsel: Yes
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Consideration and approval of remote electronic attendance by BBRD Trustees

Background and Summary Information

During the COVID-19 pandemic, BBRD successfully utilized remote electronic attendance to conduct BOT meetings. The continued use of remote electronic attendance by BBRD may aid the BOT in creating a quorum of its members when circumstances do not allow for more than two members to meet in person for a BOT meeting. Article V, Section 1. General Powers and Duties of the Barefoot Bay Recreation District Charter states, "A majority of the board shall constitute a quorum for the official conduct of business by the board."

The attached ~~Strikethrough~~/Underline version of the Proposed Revised Rules for the Board of Trustees Barefoot Bay Recreation District incorporates the following revisions in ARTICLES IV and XI:

ARTICLE IV, Section 3 (Revision on Page 3)

-
A majority of the entire membership of the Board shall constitute a quorum for the transaction of business. A Trustee may fully participate, including voting, in BOT meetings through remote electronic attendance should circumstances not allow for a Trustee to attend a BOT meeting in person and if a quorum of the BOT can only be created through such means to allow for the official conduct of business of the BOT.

-
ARTICLE XI, Section 2 (Revision on Page 11)

These Rules shall supersede any and all previous Rules adopted, including but not limited to, Part I of Resolution 2004-1, 2007-03, 2008-07, 2010-19, 2014-01, 2015-07, 2016-02, 2016-21, 2017-06, 2017-12, 2017-15, 2021-06, and 2021-16. Amendments approved on September 24, 2019 ~~and~~, October 22, 2019, and September 27, 2022 were made without resolutions.

Staff recommends the BOT approve for all future meetings that a Trustee may fully participate, including voting, in BOT meetings through remote electronic attendance should circumstances not allow for a Trustee to attend a BOT meeting in person and if a quorum of the BOT can only be created through such means to allow for the official conduct of business of the BOT.

RULES FOR THE BOARD OF TRUSTEES BAREFOOT BAY RECREATION DISTRICT

ARTICLE I NAME AND ADDRESS OF ORGANIZATION

Section 1

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

Section 2

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

ARTICLE II PURPOSE OF THE RULES

Section 1

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

Section 2

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

ARTICLE III THE GOVERNING BODY

Section 1

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

Section 2

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

Section 3

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

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

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

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

Section 4

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

ARTICLE IV **REGULAR AND SPECIAL MEETINGS**

Section 1

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

Section 2

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

Section 3

A majority of the entire membership of the Board shall constitute a quorum for the transaction of business. A Trustee may fully participate, including voting, in BOT meetings through remote electronic attendance should circumstances not allow for a Trustee to attend a BOT meeting in person and if a quorum of the BOT can only be created through such means to allow for the official conduct of business of the BOT.

Section 4

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

Section 5

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

Section 6

The following guidelines pertain to the public's attendance at a public meeting and are subject to the Chairperson's discretion:

1. No attendee shall be allowed the floor until recognized by the Chairperson.
2. No attendee may be allowed more than three (3) minutes on an Agenda Item or audience participation. Attendees may be allowed more than three minutes per Agenda item or audience participation per the discretion of the Chairman. The attendee must fill out a card informing the Chairperson on the Number of the Agenda Item they wish to speak about prior to the meeting.
3. No attendee shall be required to register his or her attendance. However, those desiring to be heard must state their name and place of residence.
4. No attendee may be allowed to enter into a debate with members of the Board.
5. All questions shall be directed to the Chairperson, answered by the Chairperson or the Chairperson may refer to other members of the Board.

6. Any attendee shall have the right to use a silent tape recorder, and to make an accurate record of what transpires. A reporter may use this means for the benefit of his readers or listeners.
7. Use of cameras will be allowed, so long as such use is not disruptive or the conduct of the meeting.

ARTICLE V
TRANSACTION OF BUSINESS BY THE BOARD

Section 1

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

Section 2

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

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

Section 8

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

The Board shall review all committees (excluding Violations committee) and adopt written purposes of each committee. Existing committee members (excluding Violations and ARCC committees) may be re-appointed for fixed terms with a staggered length of terms to ensure all committee members' terms do not expire at the same time. Under no circumstances shall a paid staff person be appointed as a voting member of a committee. Applicants for said committees shall submit a resume for consideration of appointment.

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

ARTICLE VI
DUTIES AND RESPONSIBILITIES OF OFFICERS AND TRUSTEES

Section 1

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

Trustees shall:

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

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

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

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

Section 2

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

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

Section 3

Secretary.

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

Section 4

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

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

1. The Treasurer or designee shall review all payments and supporting documents for accuracy and sign the Recreation District checks for payment of invoices. In the absence of the Treasurer, the second signature required for all checks over \$5,000 may be any Trustee authorized with signing authority.
2. In the case of any emergency action, the Treasurer or designated person shall act with the Community Manager in the best financial interest of the Recreation District and bring the issue to the Board for approval at the next scheduled meeting.

3. The Treasurer shall initiate any actions approved by the Board for withdrawal and deposit of any funds from the SBA and Money Market accounts of the District.
4. The Treasurer shall prepare reports for the regular scheduled board meetings which accurately reflect the most recent balances of the accounts held by the District. The Treasurer shall prepare a monthly summary report after each close of business and review the bank statement monthly along with the list of deposits and disbursements reflected in that bank statement.

Section 5

The Trustee who is elected Chairperson of the Neighborhood Revitalization (NRP) Program BOT Sub-committee shall be authorized to approve (as recommended by the Community Manager or designee) the expenditures of NRP funds in excess of \$7,500 and not to exceed \$25,000 by staff toward the acquisition of a target property identified by the Sub-Committee in accordance with NRP rules as established by the BOT.

The purchase of the property shall be ratified by the Board of Trustees at the next scheduled regular meeting of the Board of Trustees.

The Chairman of the NRP BOT Sub-Committee shall be authorized to sign any proposed contracts for sale of BBRD owned properties acquired through the NRP (as recommended by the Community Manager or designee). Once a property is under contract for sale, the transaction shall be placed on the next regularly scheduled BOT meeting agenda for confirmation.

ARTICLE VII **CONFLICT OF INTEREST**

Section 1

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

Section 2

Immediate family members of a Trustee shall be prohibited from formal employment or serving in a volunteer capacity (i.e. Golf-Pro Shop Player Assistants, Courtesy Golf Cart Drivers, etc.) with the District during the term(s) of service of said Trustee. This prohibition shall begin upon the post-election or post-appointment formal commencement of the term of the Trustee. Any family members of a Trustee classified as a current employee (whether working or on approved leave) as of August 9, 2019 will be exempt from this prohibition until the employee separates employment. Immediate family members falling within this prohibition shall be eligible for reemployment with District upon the expiration of the term(s) of the Trustee to which they are related. For purposes of this prohibition, “immediate family member” is defined as one

of the following: spouse or significant other, parent/step parent, child/step child, grandparent, grandchild, brother/brother-in-law, sister/sister-in-law, uncle, aunt, nephew, niece, first cousin, in-laws (father, mother, son, daughter).

ARTICLE VIII
ADMINISTRATIVE DUTIES

Section 1

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

Section 2

Trustees should work closely with volunteer groups or individuals including the District as well as with the Barefoot Bay Civic Volunteer Organization.

Section 3
Organizational Chart

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

ARTICLE IX
ORDER OF BUSINESS

Section 1

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

ARTICLE X
AMENDMENTS

Section 1

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

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

ARTICLE XI
PRECEDENT OF LAW

Section 1

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

Section 2

These Rules shall supersede any and all previous Rules adopted, including but not limited to, Part I of Resolution 2004-1, 2007-03, 2008-07, 2010-19, 2014-01, 2015-07, 2016-02, 2016-21, 2017-06, 2017-12, 2017-15, 2021-06, and 2021-16. Amendments approved on September 24, 2019 ~~and~~, October 22, 2019, and September 27, 2022 were made without resolutions.

Section 3

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

DATED: _____

Michael Maino,
Chairperson

Hurrol Brinker,
Secretary

Board of Trustees Meeting Agenda Memo

Date: Tuesday, September 27, 2022
Title: **Golf Course Maintenance RFP**
Section & Item: 11.C
Department: Golf
Fiscal Impact: \$484,586 (FY23 Budget)
Contact: Kent Cichon, Community Manager, Ernie Cruz, Golf Manager
Attachments: Draft Golf Course Maintenance RFP (To be provided at meeting)
Reviewed by General Counsel: N/A
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Selection of one Trustee to serve as a voting member on the Request for Proposal (RFP) Evaluation Committee for the Golf Course Maintenance RFP.

Background and Summary Information

Barefoot Bay Recreation District is home to the Barefoot Bay Recreation District Golf and Country Club. This course is a revenue generating amenity open to the public. The location is perfect for community residents and has become a fun destination for the growing communities located in the area. The course hosts many events and outings for both competition and charity. The course has primarily been maintained by One Source and is currently maintained by ABM Landscape Industries.

On January 1, 2014, BBRD entered into a service agreement with ABM Services, Inc. (FKA One Source) for maintenance and upkeep of the golf course, softball field and lawn bowl area. This agreement was renewed on April 13, 2018, for these same services, and subsequently amended to notify the public of ABM Industries name change on February 13, 2020. This current agreement ends on September 30, 2023.

During the September 8, 2022, BOT Regular meeting, Chairman Maino directed staff to proceed with a Golf Course Maintenance RFP.

Staff is now seeking RFPs with award of a contract in January and a service commencement date no sooner than April 17, 2023.

The Policy Manual requires a request for proposal (RFP) process to be used for any project anticipated to cost over \$75,000. Additionally, the evaluation committee shall consist of three voting members (one Trustee, one employee from the user department and one non-employee resident as selected by the Community Manager) plus two non-voting members (Chairman of the BOT and the Community Manager).

The anticipated schedule is listed below.

Order	Task	Date (and Time if applicable)
1	Florida Today Advertisement	October 5, 2022
2	Publication Date	October 7, 2022
3	Advertisement	October 5, 2022, through November 14, 2022
4	Required Mandatory Pre-Proposal Conference and Site Visit	October 24, 2022, 2:00 pm
5	Deadline for Written Questions	October 31, 2022, 4:00 pm
6	Responses/Addendum Issued	October 7, 2022, through November 7, 2022
7	Submission Deadline (RFP close date)	November 14, 2022 (4:00 pm) at the Administration Bldg. 625 Barefoot Blvd.
8	RFP Opening and Evaluation Committee Meeting Date (Discussion & Review)	November 15, 2022 (9:00 am Administration Bldg. 625 Barefoot Blvd.)
9	Evaluation Committee Meeting (interviews, if needed, otherwise review of proposals, and vote to recommend award to Board of Trustees)	November 22, 2022 (12:00 pm, Administration Bldg. 625 Barefoot Blvd.)
10	Board of Trustees award of contract	January 12, 2023 (1:00 pm, Bldg. D/E 1225 Barefoot Blvd.)

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

Factor	Description	Points
1.	Completeness of Proposal Completeness of response in accordance with RFP instructions and requirements.	5
2.	Experience Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties and/or public agencies; strength and stability of the contractor.	15
3.	Qualifications of Key Personnel Qualifications of staff, adequacy of labor commitment, training programs for staff.	20
4.	Machinery, Equipment, and Manpower Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high-quality manner.	20
5.	References Assessment of contractor's work by client references and references with demonstrated success in providing similar services.	10
6.	Cost Reasonableness of the total price relative to the work being performed.	30
Total		100

The BOT needs to select one Trustee to serve as a voting member. Afterwards, the Community Manager will announce the 7 persons who will serve on the RFP evaluation committee and the start and end dates for the RFP. The RFP is attached and will be posted to BBRD.org and Demandstar.com.

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

REQUEST FOR PROPOSALS
FOR
GOLF COURSE MAINTENANCE SERVICES FOR
BAREFOOT BAY EXECUTIVE GOLF COURSE
(18 HOLES)
(RFP 2022-06)



Issued By:

Barefoot Bay Recreation District
625 Barefoot Blvd
Barefoot Bay, Florida 32976

Phone (772) 664-3141 * Fax (772) 664-1928
www.bbrd.org

Date of Issue: **Friday, October 7, 2022**
Due Date / Time: **Monday, November 14, 2022 @ 4:00**

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, September 27, 2022
 Title: **Golf Course Point of Sale (POS)**
 Section & Item: 11.D
 Department: Golf
 Fiscal Impact: Three-year Barter Term
 Contact: Kent Cichon, Community Manager, Ernie Cruz, Golf Manager
 Attachments: GolfNow 2023, ForeUp 2023, Lightspeed Golf 2023
 Reviewed by General Counsel: N/A
 Approved by: Kent Cichon, Community Manager



Requested Action by BOT

BOT acceptance and approval of GolfNow Order SO-31602

Background and Summary Information

On July 9, 2015, BBRD entered into a service agreement with GolfNow, LLC for GolfNow POS System. The Service Agreement support will expire on September 30, 2023, and Barefoot Bay Recreation District Golf Course will no longer have access to a Point-of-Sale system for golf operations.

GolfNow has been utilized since 2015 and if not for computer upgrades and antiquation, would still be utilized beyond the time frame stated. The staff is familiar with its use and operation as well as customers are well versed in its use and support.

Three POS system quotes have been received:

	GolfNow	ForeUp	Lightspeed
Cloud Based	✓	✓	✓
Useability	✓	✓	✗
Tournament Software	✓	✓	✓✓
Accessibility	✓✓	✓✓	✓
Integration	✓✓	✓ Requires separate contract to integrate w/ GolfNow	✓ Requires separate contract to integrate w/ GolfNow
Marketing	✓	✓	✓
Website	✓	✓	✓
Reporting	✓✓	✓	✓
Customer Notification	✓	✓✓	✓
Cost POS	2 Trade Times	1 Trade time \$650/month \$7,800/year	6 Trade times/week \$570/month Can be reverted to monthly charge if booking threshold not met \$6,840/year
Cost (Fees)	2.5% + .10/per w/cc present 2.9% + .30/per w/cc not present ACH Rate \$1/per	0.60% + \$0.15/transaction 1 Time Application Fee \$100	2.6% + .10/per w/cc present 2.6% + .30/per w/cc not present

- ✓✓ = provides/best
- ✓ = provides
- ✗ = does not provide

Staff recommends the BOT approve GolfNow renewal contract SO-31602.

This Order Form, subject the terms and conditions of the Agreement (as defined below), is entered into between GolfNow, LLC ("GolfNow") and Barefoot Bay Recreation District ("Client") (individually, a "Party" and collectively, the "Parties"), effective as of the Effective Date set forth below, and shall govern GolfNow's provision of software, marketing, and/or technology services for Client's golf courses listed below.

GolfNow: 7580 Golf Channel Drive Orlando, FL 32819	Client (Legal Entity Name):	Barefoot Bay Recreation District
	Client's Mailing Address:	PO Box 779-233 Barefoot Bay, FL 32976 USA
	Client's Golf Course List:	Barefoot Bay Golf Course

Prepared By:	Chelsea Decker	Client's Contact Name:	Ernie Cruz
Phone:	(407) 893-1884	Client's Contact Phone:	7726643174
Email:	chelsea.decker@nbcuni.com	Client's Email:	ecruz@bbrd.org

TERM AND RENEWALS: The Initial Term of this Agreement shall be effective as of the last date of the last signature written below (the "Effective Date") and shall expire Three (3) Years Two (2) Months thereafter and shall be non-cancellable, except as provided herein. **UPON EXPIRATION OF THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS UNLESS OTHERWISE TERMINATED BY EITHER PARTY IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO ANY RENEWAL TERM.**

PRODUCT(S) & SERVICE(S)

Golf Course	Product	Program
Barefoot Bay Golf Course	Platform	GolfNow
Barefoot Bay Golf Course	Platform	EZ TeeOff
Barefoot Bay Golf Course	Tech	Reservations (Reporting Only)
Barefoot Bay Golf Course	Tech	G1 Full System
Barefoot Bay Golf Course	Other	Website
Barefoot Bay Golf Course	Other	Payments
Barefoot Bay Golf Course	Other	Booking Engine
Barefoot Bay Golf Course	Other	SmartPlay

HARDWARE

Golf Course	Hardware Package	Quantity
Barefoot Bay Golf Course	HWP-1016: G1 - Pro Shop - Wired Pin Pad	2
Barefoot Bay Golf Course	HWP-1124: G1 - Bev Cart/Starter (No CC)	1
Barefoot Bay Golf Course	HWP-1021: G1 - Bev Cart/Starter (Payments)	1

See Exhibit A for Items included in each Hardware Package

TOTAL PAYMENT(S)

Trade Payment Terms

Payment Number: PD2-0242 Barefoot Bay Golf Course Trade Provided: All Days Trade Load Time: 7:52 AM 18 Holes Cart Included Bookable for 1 to 4 Players	Days In Advance to Load: 3
Payment Number: PD2-0532 Barefoot Bay Golf Course Trade Provided: All Days Trade Load Time: 11:52 AM 18 Holes Cart Included Bookable for 1 to 4 Players	Days In Advance to Load: 3

Trade Times are Rolling

Deposit Terms

Golf Course	Days of Week	Deposit Details	Applies to Rounds Booked Via
Barefoot Bay Golf Course	All Days	15% of sale price shall be collected at time of booking	TeeOff.com

Transaction Fee via Course Booking Engine Terms

Golf Course	Days of Week	Transaction Fee Details
Barefoot Bay Golf Course	All Days	\$2.49 USD per round sold and Client Share of Transaction Fee is 50.00 % Transaction Fee applies to rounds booked via: Booking Engine

Service Fee for SmartPlay Purchases

Golf Course	Service Charge Percentage	Service Charge Paid To
Barefoot Bay Golf Course	10.00 %	GolfNow

Merchant Processing Fees for GolfNow Payments

Golf Course	Card Present Rate	Card Not Present Rate	ACH Rate	Chargeback Fee
Barefoot Bay Golf Course	2.50 % + \$0.10 per transaction	2.90 % + \$0.30 per transaction	\$1.00 per transaction	\$10.00 per representation

GOLFNOW BOOKING ENGINE ACKNOWLEDGED

Client shall be required to use a booking engine powered by GolfNow.	Yes
ONLINE MARKETING	ACKNOWLEDGED
Does Client agree to grant GolfNow permission to purchase keywords in search engine marketing that include Client's name, or any other trade name, trademark or other intellectual property belonging to Client?	Yes
MILITARY TEE TIMES	ACKNOWLEDGED
Does Client agree to grant GolfNow permission to add Client inventory to MilitaryTeeTimes.com at a fifteen percent (15%) discount relative to all inventory released and posted on golfnow.com?	Yes

AGREED TO AND ACCEPTED	
<p>This Order Form is subject to all the Standard Terms and Conditions and applicable Additional Terms located on the website: https://business.golfnow.com/about/terms-and-conditions (the "Terms and Conditions"), subject to change by GolfNow from time to time, and any attached addenda (collectively, the "Agreement"). The Agreement shall constitute a legally binding agreement between Client and GolfNow, and Client accepts and agrees to the terms of the Agreement by signing below.</p>	
<p>_____ Initial Here to confirm you have read the Terms and Conditions</p>	
<p><i>Client Signature:</i> _____ <i>Printed Name:</i> _____ <i>Date:</i> _____</p>	
<p><i>GolfNow Signature:</i> _____ <i>Printed Name:</i> _____ <i>Date:</i> _____</p>	

If you are a Tax Exempt organization, please check box and click button below to upload a current copy of your tax exemption certification.

Tax Exempt

EXHIBIT A

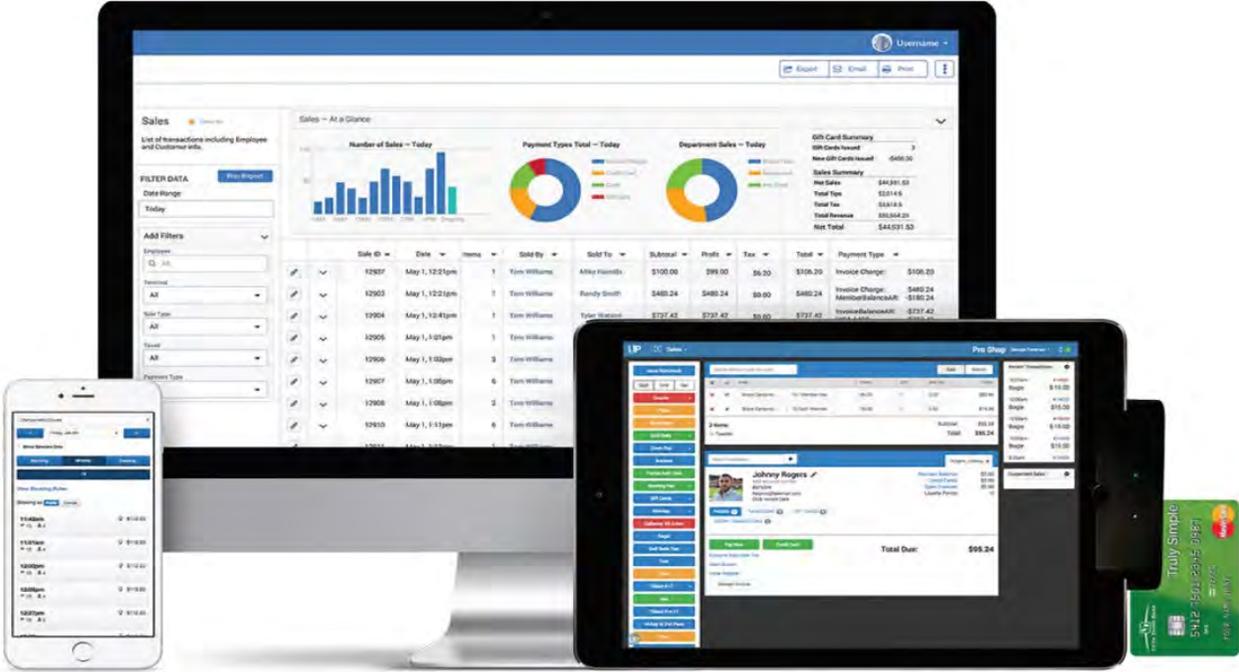
Hardware Items included in each Hardware Package

Product	Included in Hardware Package	Mfg Model Number
APG Cash Drawer Cable	HWP-1016	CD-101A
APG Heavy Duty Cash Drawer	HWP-1016	T320-BL1616
Dell OptiPlex 5490 All In One	HWP-1016	3000107354615
Epson OmniLink TM-T88VI - G1	HWP-1016	C31CE94061
Ethernet Cable - 3'	HWP-1016	A3L781-03-BLU
Ethernet Cable 10'	HWP-1016	15199
Ethernet Patch Cable - 7'	HWP-1016	15196
Ethernet Switch	HWP-1016	GS105NA
Honeywell Barcode scanner 1200g - G1	HWP-1016	1200G-2USB-1-WWT
MX915 Chip and Pin Pad	HWP-1016	M177-409-01-R
MX915 CONNECT I/O MOD	HWP-1016	P132-602-00-R
MX915 PWR SUP	HWP-1016	PWR132-003-01-B
StarTech.com 4 Port USB Hub	HWP-1016	ST4200MINI2EZ
USB Cable 6'	HWP-1016	28102
G1 Apple iPad 10.2" 9 Gen WiFi/Cellular	HWP-1021	MK663LL/A
iPad Swipe iDynamo Lightning	HWP-1021	21087013
UAG iPad 10.2 Case	HWP-1021	12191HB14040
G1 Apple iPad 10.2" 9 Gen WiFi/Cellular	HWP-1124	MK663LL/A
UAG iPad 10.2 Case	HWP-1124	12191HB14040

Proposal prepared for:

Ernie Cruz
Barefoot Bay

foreUP



Proposal created by:

Kyler Brooksby
foreUP Golf Software

Table of Contents

Introduction

Who We Are

Testimonials

What Products and Services We Have to Offer

Proposal/Pricing

Introduction

Dear Ernie,

First and foremost, I want to sincerely thank you for your time. Having spent 8 years as an assistant, and then the past +5 years on the technology side of the industry, I know how busy things can get behind the counter so I appreciate you taking the time to work with me on this.

I am very excited at the prospect of earning your business. foreUP now has over 1,600 U.S. clients, including Torrey Pines, Bethpage Black, and operations of all scopes and sizes and your operation would fit right in the wheelhouse of operations that benefit the most from using foreUP.

As we progress, I look forward to working with you on any questions or concerns you may have. Please feel free to reach out any time!

Best,

Kyler Brooksby

Account Executive

Phone: (435) 890-6026

Email: kbrooksby@foreup.com

Testimonials



"We are beyond impressed with the relationships we have built with the team at foreUP. It is obvious they really care about us and our success, which is refreshing in this industry. They are always available to us and work to enhance their software every day. We couldn't be happier with it!"

"By far the best customer service experience with their support team! Easy to use software. Easy to use. Fast for golfers and staff. Any member of our staff can check a golfer in with ease. Online tee times is very user friendly."



"We love foreUP. From day one, we've been impressed with their team and their dedication to our success. The software has given us efficiency and tools we have never had access to before, including a great online booking system that has streamlined our online operations. We are thrilled to be working with them and look forward to a very strong partnership."

Products and Services

Tee Sheet

- Cloud Based Tee Sheet, Anywhere Access
- Text & Email Golfers Anytime From Tee Sheet
- Live Online Web Booking, Configurable by Player Type
- Event, League, Outing Management, Cart Signs
- Automated Player Reminders
- Easy Point/Click, Drag/Drop Interface

Point of Sale

- Customer Dashboard w/ Photo ID & Sales History
- Seamless Management of All Pro Shop & Bar/Grill Sales
- Pre-Authorization of Credit Cards to Hold Tabs
- Integrated, Tiered Loyalty Program, Customizable by Item/Dept
- Layered Tournament/Shop Credit Capability
- Complex Pass Program with Customizable Parameters
- Integrated Time & Attendance (Time Clock Mgmt)

Email / Text Marketing

- Easily Design and Send Email AND Text Message Campaigns
- Full Marketing Automation
- Fully Integrated Email and Texting Based on Play & Purchase Behavior Patterns
- Pre-Built Templates for Ease of Use
- Full Send and Open Analytics, Google Analytics Compatible

Website

- Dedicated Website Support Line
- Full Website Build
- All Builds are Completely Computer, Tablet, and Mobile Friendly
- Website Hosting
- Regular Updating and Monitoring of Website

Member Billing

- Easily Manage Automatic Member/Dues Payments and A.R
- Ability to Auto-Bill to Card on File OR Checking Account (ACH – 1% Fee)
- Multiple Layers of Billing (Daily, Weekly, Monthly, Quarterly, Ann)
- Customizable Food & Beverage Minimum Tracking
- Easy Online Member Bill Pay / Statement Viewing

Food & Beverage

- Optimized for Tablet/Tablesides (Apple or Android)
- Easily Split Tabs, Split Shareable Items
- Custom Menus with Timed Events (Happy Hours)
- Customization of Buttons/Layers (Colors, Etc)
- Customizable Table Mapping
- Pre-Authorization of Credit Cards to Hold Open Tabs

Implementation

- Includes Full System Setup/Buildout
- Includes Full Data Migration from Previous System
- UNLIMITED Training Sessions Over Time

Proposal/Pricing

Software Modules	Price Per Month
<p>Tee Sheet (Pro)</p> <ul style="list-style-type: none"> • Cloud Based Tee Sheet, Anywhere Access • Live Online Web Booking, Configurable by Player Type • Event, League, Outing Management, Cart Signs • Automated Player Reminders • Easy Point/Click, Drag/Drop Interface 	<p>\$200.00</p>
<p>Point of Sale (Pro)</p> <ul style="list-style-type: none"> • Customer Dashboard w/ Photo ID & Sales History • Seamless Management of All Pro Shop & Bar/Grill Sales • Pre-Authorization of Credit Cards to Hold Tabs • Integrated, Tiered Loyalty Program, Customizable by Item/Dept • Layered Tournament/Shop Credit Capability • Complex Pass Program with Customizable Parameters • Integrated Time & Attendance (Time Clock Mgmt) 	<p>\$210.00</p>
<p>Email / Text Marketing (Pro)</p> <ul style="list-style-type: none"> • Easily Design and Send Email AND Text Message Campaigns • Full Marketing Automation • Fully Integrated Email and Texting Based on Play & Purchase Behavior Patterns • Pre-Built Templates for Ease of Use • Full Send and Open Analytics, Google Analytics Compatible 	<p>\$110.00</p>
<p>New Website (Pro)</p> <ul style="list-style-type: none"> • Website Development and Hosting • Lead Generation Forms • Website Editing and Updating • Data Collection • 1-25 Different Pages on Website • Event Registration & Signup 	<p>\$130.00</p>

Subtotal **\$650.00**
Total \$650.00

One Time Setup Fee	Price
Professional Services	\$450.00
One Time Set Up Fee	

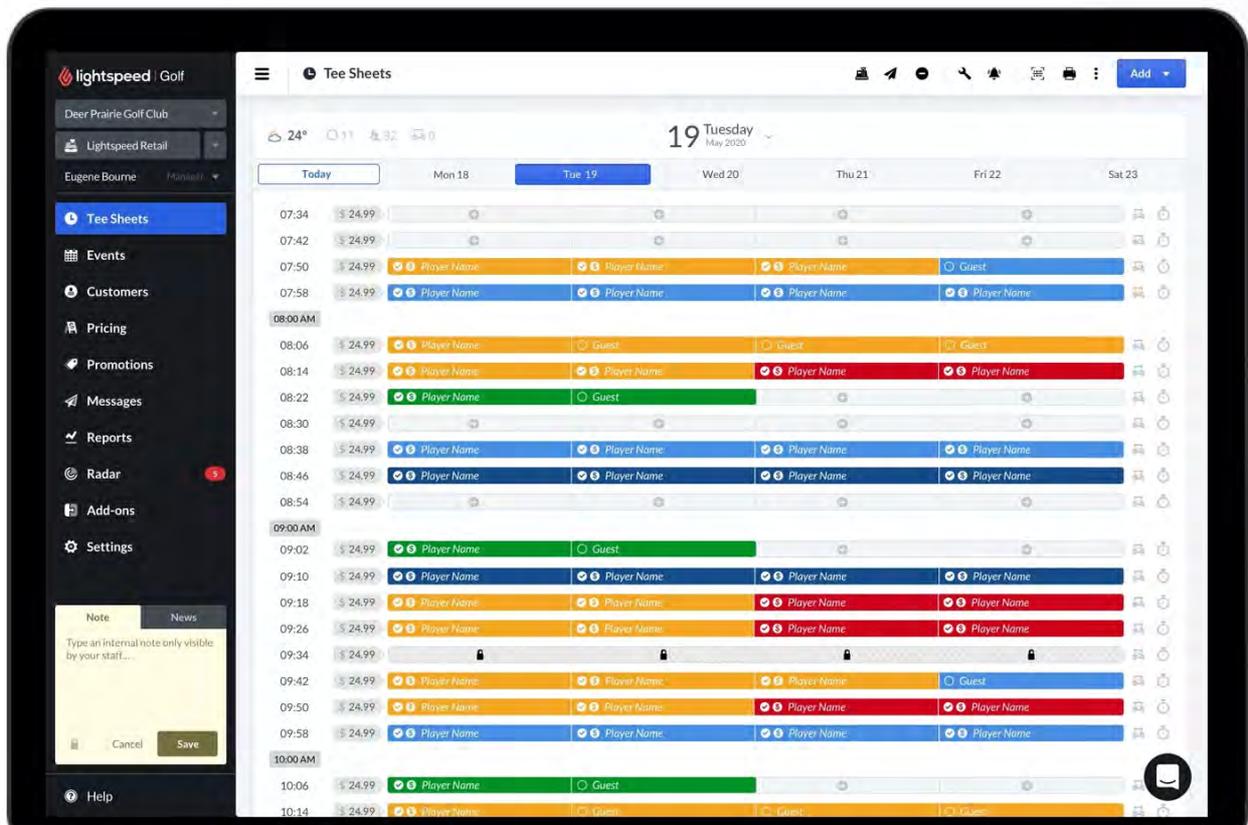
Subtotal **\$450.00**
Total \$450.00

Select Your Pricing Option	Terms
<input type="checkbox"/> Monthly Cash Payment Option	\$650.00 / Mo
<input type="checkbox"/> Annual Cash Payment Option	\$7,800.00 / Yr
<input type="checkbox"/> Tee Time Trade Option	1 Tee Time Daily
Max 4 players per trade sold each day (1-4 possible) <ul style="list-style-type: none"> • Max 30% discount on trade times • Only sold on course website in shopping cart (not promoted) • No accumulation/rollover if unsold for a given day 	(\$3,000 hardware credit included with trade option)

Your all-in-one golf course management solution

Proposal for
Barefoot Bay Golf Course

Represented by
MackenzieLeiva



Software Pricing

Product	QTY	Unit Price	Discount	Trade	Monthly
Golf Management <ul style="list-style-type: none"> • Tee Sheet • Online Booking • Dynamic Pricing • SMS and Email Messaging from the Tee Sheet • Database Segmentation Tool • Promotional Engine • Events Management • Business Intelligence - Lite • Data Analytics • Free Support and Live chat 	1	\$200.00	\$0.00	3 Foursomes / Week	\$200.00
Membership Module <ul style="list-style-type: none"> • House Accounts • Aging and AR Reporting • Subscriptions and Service engine • Automated receivables • Online member statements • Credit books functionality 	1	\$50.00	\$0.00	.5 Foursomes / Week	\$50.00
Pro Shop register <ul style="list-style-type: none"> • Over 150 Reports • Advanced Inventory Management • Purchase orders • Work orders • Unlimited employee roles • Catalog Management • Custom Price Rules • Gift Card Functionality • Free Support and Live Chat 	2	\$50.00	\$0.00	.5 Foursomes / Week	\$100.00
Website <ul style="list-style-type: none"> • Up to 20 custom pages • template-based development • Hosting • 1 hour per month of maintenance included (not cumulative) <ul style="list-style-type: none"> • The client is charged an extra \$80 per hour for support work exceeding the 1 hour included. 	1	\$100.00	\$0.00	1 Foursomes / Week	\$100.00

Consolidated Dashboard - Metolius	1	\$120.00	\$0.00	1	\$120.00
<ul style="list-style-type: none"> Leverage Metolius AI to access a dashboard with reports that consolidate data from multiple sources Connect Tee Sheet, Retail, Resto and Website data Ability to view performance hourly against benchmarked weather adjusted capacity 				Foursome / Week	

Monthly Subtotal **\$570.00**

Monthly total \$570.00

Payment Options

Option 1	Option 2
Weekly trade 6 foursomes / week	Monthly payment of \$570.00
No monthly payment! Pay for your Chronogolf services with a fair barter plan.	Not into barter? Pay for you Chronogolf services with a fixed monthly payment.

- All green fees traded with Lightspeed can be discounted at a maximum of 25% of the going rate.
- Unsold tee-times may not be carried over to the following week.
- If the golf course does not meet a minimum threshold of 30% public booking, Lightspeed will reserve the right to switch the payment terms to a monthly option.

By signing this document and/or providing payment information to Lightspeed Commerce, Customer is accepting to purchase the products and services listed above. The standard terms and conditions of Lightspeed's Service Agreement apply and can be accessed at:

[Click here for the Lightspeed Service Agreement](#)

The following nullifies Section 4 of the Lightspeed Service agreement, entitled Term of Agreement:

The initial term of the Service Agreement will be for one month beginning on the Effective Date and will thereafter renew on a month-to-month basis. For the avoidance of doubt, the preceding sentence will prevail over any conflicting terms found in the Service Agreement.

Effective: July 1st, 2023

Customer acknowledges and agrees that he or she has read, understands and agrees to be bound by the above Service Agreement, as these may be modified from time to time.

Agreed to and accepted

Recipient

Date

Plan

Payment Processing

Discover more from Lightspeed

What Lightspeed customers are saying.



"We've recommended Lightspeed to a number of different operators. I feel very good about making that recommendation, you guys have done a great job of following through with everything that I told people you were going to do."

Aaron Gleason, VP, Walters Golf Management

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The most powerful POS, now with payments.

- ✓ Seamless Processing
- ✓ Streamlined sign up process
- ✓ Fixed Rates
- ✓ Time savings
- ✓ Integrated reporting



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Hardware requirements.

Shop recommended hardware for both your proshop and restaurant to ensure optimal performance for Lightspeed.



Integrate with your favorite tools.

Whether we built it or integrate with it, you'll find all the expert tools you need to customize your Lightspeed system right here.



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Board of Trustees

Meeting Agenda Memo

Date: Tuesday, September 27, 2022
 Title: **Shopping Center Lease: The Cart Guys Melbourne, Inc.**
 Section & Item: 11.E
 Department: Administration, Finance
 Fiscal Impact: \$72,848.71
 Contact: Charles Henley, Finance Manager
 Attachments: Notice of Acceptance, The Cart Guys Lease 2210
 Reviewed by General Counsel: Yes
 Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Approve the lease with The Cart Guys Melbourne, Inc. for use of Building 1, Unit 5 & part of 4 and to forgive Shaw Medical Group the \$2,525.70 of back rent & late fees for the same space and to authorize the Chair to execute the 5-year lease agreement with The Cart Guys Melbourne, Inc.

Background and Summary Information

On June 9, 2022, the BOT declared the contract with Shaw Medical Group LLC to be in default because of \$2,525.70 in back rent & late fees.

On June 28, 2022, the BOT directed Staff to begin negotiating with The Cart Guys, LLC for a direct lease with BBRD for Unit 5 and part of 4 of Building 1 and amending the Lease with Shaw Medical Group to relieve them of their rights and obligations with respect to Unit 5 and part of 4 of Building 1.

Staff and The Cart Guys Melbourne, Inc. reached a tentative 5-year agreement for use of the space under the same terms previously agreed to with Shaw Medical Group except as listed below:

- 11. Use.
- (e) Uses Prohibited.
- (vi) Lessee agrees that it will not charge any vehicles or batteries indoors. The Lessor will provide outdoor space adequate to charge vehicles and batteries.

Staff Recommendation:

Staff recommends that the BOT replace the former lease with Shaw Medical Group, LLC with the lease with The Cart Guys Melbourne, Inc. for use of Building 1, Unit 5 & part of 4 and to forgive Shaw Medical Group the \$2,525.70 of back rent & late fees for the same space and to authorize the Chair to execute the 5-year lease agreement with The Cart Guys Melbourne, Inc.

From: [Whitney Cole](#)
To: [Charles Henley](#)
Subject: Re: Lease
Date: Tuesday, September 13, 2022 12:12:03 PM

We are good to go with the following lease agreement, no changes necessary. Thank you.

Whitney Cole

P: 321.914.3877 x103 | F: 321.914.0087
3665 W. New Haven Ave. Melbourne, FL 32904

SALES · SERVICE · RENT



From: Charles Henley <charleshenley@bbrd.org>
Sent: Thursday, September 8, 2022 4:32 PM
To: Whitney Cole <whitney@thecarguysrus.com>
Subject: FW: Lease

Hi Whitney,

I am wondering if you passed on the lease agreement for the space in our shopping center. I need to know if everything is acceptable as is or if The Cart Guys of Melbourne want to make changes.

I would need an email stating that we are good to go (if we are) so that I can draft an agenda memo for our 9/27 BOT Meeting. The agenda must be published a week early so my drop-dead date is 9/16, so the sooner I know the easier it will be for me. If The Cart Guys of Melbourne want to make changes, we need to act quickly because everything needs to go to our attorney for legal approval first.

BTW, we have not received September's Rent payment yet. The late fee is normally assessed of the 5th but I will wave it if we get paid tomorrow, 9/9/22.

Best Regards,

Charles Henley

Finance Manager
Barefoot Bay Recreation District

Phone: 772-664-3141
Fax: 772-664-1928
CharlesHenley@bbrd.org

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

From: Charles Henley
Sent: Tuesday, August 30, 2022 2:12 PM
To: Whitney Cole <Whitney@thecarguysrus.com>
Subject: FW: Lease

Please find the attached proposed lease for the space you are in at Barefoot Bay

From: John Cary <jcary@voselaw.com>
Sent: Monday, August 29, 2022 5:53 PM
To: Charles Henley <charleshenley@bbrd.org>
Subject: Re: Lease

As discussed earlier today, here is the updated lease to send to the tenant.

John

On Fri, Aug 26, 2022 at 8:44 PM John Cary <jcary@voselaw.com> wrote:

Charles, I was in an all day meeting today. We can discuss the lease on Monday.

John

--

John M. Cary, Esq.
Vose Law Firm LLP
324 W. Morse Boulevard
Winter Park, Florida 32789
Phone: 407-645-3735
Cell: 321-324-3530 - Preferred contact number
Fax: 407-628-5670
email: jcary@voselaw.com
web: www.voselaw.com

Toll-Free: 866-789-VOSE

London, UK: +44 (0)20 3355 1473

COUNSEL TO EXTRAORDINARY GOVERNMENTS, BUSINESSES & LEADERS WORLDWIDE SINCE 1973; LOCAL GOVERNMENT REPRESENTATION | BUSINESS LITIGATION | BUSINESS LAW | REAL ESTATE & DEVELOPMENT LAW

--

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LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2022 by and between BAREFOOT BAY RECREATION DISTRICT, a mobile home park recreation district organized and existing under the provisions of Section 418.30, et seq., Florida Statutes, and Brevard County Ordinance No. 84-05, 625 Barefoot Blvd., Barefoot Bay, FL, 32976 (hereinafter referred to as "Lessor") and THE CART GUYS MELBOURNE INC, 3665 West New Haven Ave., Melbourne, FL 32904 (hereinafter referred to as "Lessee").

WITNESSETH:

That Lessor, for and in consideration of the rents hereinafter to be paid by Lessee and the covenants herein to be made and kept by Lessee, hereby demises and leases unto Lessee that certain premises located in Brevard County, Florida, to wit:

Bldg. 1. Unit 5 and a portion of Unit 4 located at:
935 Barefoot Blvd,
Barefoot Bay, FL 32976

1. **Term.**

(a) The initial term of this Lease shall be for a period of five (5) years commencing on October 1, 2022, which shall be deemed to be "Commencement Date" of this Lease, regardless of the date on which rental payments first become due pursuant to Paragraph 2 of this Lease Agreement and ending on September 30, 2027.

(b) Provided that the Lessee is not in default of any provisions of this Lease Agreement, within sixty (60) days of the expiration of the initial term (or any renewal term), unless such time period is waived by Lessor, Lessee and Lessor may agree to renew or extend said Lease for three (3), five (5) year renewal term periods upon the same terms, covenants and conditions as set forth herein, except as to the payment of rent as provided in Paragraph 2.

2. **Rent.**

(a) Monthly rental payments shall begin on October 1, 2022. The base rent payable by Lessee to Lessor during the first year of this Lease Agreement (from October 1, 2022, to September 30, 2023) is \$897.50 per month. At the time monthly rental payments are made, Lessee agrees to pay to Lessor all applicable Florida and local sales and use taxes that arise because of payment of rent, Common Area Maintenance (CAM) charges, and property tax to Lessor. Furthermore, Lessee also agrees to pay, at the time rental payments are made their proportionate share of ad-valorem and non-ad valorem property taxes for the shopping center, which will be adjusted to actual at each year end. The estimated proportionate share of property taxes at the start of the lease is \$125.65 per month. The Lessee also agrees to pay, at the time rental payments are made their proportionate share of CAM charges in the amount of \$154.37 per month. Said CAM charges may be increased from time to time pursuant to Paragraph 9(b) of this Agreement. Commencing from the Rental Payment Start date of this Agreement, Lessee agrees to pay to the Lessor throughout the term of

Lessor's initial

Lessee's Initial

this Lease its proportionate share of all property taxes which may be levied against the property by any taxing authority including all applicable assessments, without any allowance for any discount. Sales tax on the amounts stated herein at the commencement of this Lease Agreement is anticipated to be: \$76.54. Total monthly payment due from Lessee to Lessor at the commencement of this Lease Agreement is estimated to be: \$1254.06.

Each monthly installment of rent, real estate taxes, CAM charges, and sales taxes shall be due and payable in advance or on the first day of each and every month during the term of the Lease without deduction, offset, prior notice or demand. If any of said payments are not received within five (5) days of the date due, Lessee shall pay Lessor a Twenty-Five and 00/100 Dollars, (\$25. 00), late fee. If the lease term commences on a date that is not the first day of the month, or if the lease termination date is not the last day of the month, a prorated monthly installment shall be paid at the then current rate for the fractional month during which the Lease commences and/or terminates.

(b) All rental installments, together with any other payments required to be made by Lessee to Lessor hereunder, shall be payable with United States currency at the office of Lessor located at 625 Barefoot Boulevard, Barefoot Bay, Florida, 32976 or at such other location as may be hereafter specified by Lessor to Lessee.

(c) The base rent provided for in Paragraph 2(a) shall remain fixed during the first year of this Lease Agreement. Thereafter, beginning on October 1, 2023, and occurring annually on October 1 of each successive year of the initial term and each successive year of any renewal period, the total amount of annual base rent provided for in Paragraph 2(a) shall be increased each and every year by two percent (2.0%).

3. **Past Due Rent.** All past due rent, including any other payment required to be made by Lessee to Lessor, and any other amount which Lessor has advanced in order to cure Lessee's default hereunder, shall bear interest at the rate of eighteen percent (18%) per annum from the date due, or that date of payment, as the case may be, until repaid. Any amounts advanced by Lessor pursuant to the terms and provisions of this Lease, shall be repaid to Lessor by Lessee within ten (10) days after written demand therefore.

4. **Security for Payment of Rents.** Lessee hereby pledges with and assigns unto Lessor all of the furniture, fixtures, goods, and chattels of said Lessee which may be brought or put on the leased premises, and which are presently on said premises, as security for the payment of the rents herein reserved, and agrees that Lessor's lien for the payment of said rent may be enforced by distress, foreclosure or otherwise at the option of Lessor.

5. **Security Deposit; Key Deposit:**

(a) Concurrently with Lessee's execution of this Lease, Lessee shall deposit with Lessor the sum of \$2,508.12. Said sum shall be held by Lessor as a security deposit for the faithful performance by Lessee of all of the terms, covenants, and conditions of this Lease to be kept and performed by Lessee during the term hereof. If Lessee defaults with respect to any provision of this Lease, including but not limited to, the provision relating to the payment of rent and any of

Lessor's initial

Lessee's Initial

the monetary sums due herewith, Lessor may (but shall not be required to) use, apply, or retain all or any part of this security deposit for the payment of any amount which Lessor may spend by reason of Lessee's default or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of said deposit is so used or applied, Lessee shall, within ten (10) days after written demand therefore, deposit cash with Lessor in an amount sufficient to restore the security deposit to its original amount; Lessee's failure to do so shall be a material breach of this Lease. Lessor shall not be required to keep the security deposit separate from Lessor's general funds, and Lessee shall not be entitled to interest on such deposit.

(b) If Lessee shall fully and faithfully perform every provision of this Lease to be performed by Lessee, the security deposit or any balance thereof shall be returned to Lessee (or, at Lessor's option, to the last assignee of Lessee's interest hereunder) at the expiration of the lease term and after Lessee has vacated the leased premises. In the event of termination of Lessor's interest in this Lease, Lessor shall transfer said deposit to Lessor's successor-in-interest whereupon Lessee agrees to release Lessor from liability from the return of such deposit or the account, therefore.

(c) In addition to the security deposit required as provided herein above, Lessee shall deposit with Lessor the sum of Twenty-Five and 00/100 Dollars (\$25.00) for each key to the leased premises provided to Lessee by Lessor. If Lessee at any time requires a replacement key or fails to return all keys to the leased premises to Lessor upon termination of this Lease, Lessor may retain the applicable key deposit to compensate Lessor for all costs incurred in replacing the lost or unreturned key(s). Upon termination of this Lease and Lessee's return of the key(s) to the leased premises to Lessor, Lessee shall be entitled to the return of the applicable key deposit.

6. **Taxes.**

(a) During the term hereof, Lessee shall, pay prior to delinquency, all taxes assessed against and levied upon fixtures, furnishings, equipment, and all other personal property of Lessee contained in the leased premises, and when possible, Lessee shall cause said fixtures, furnishings, equipment, and other personal property to be assessed and billed separately from the real property of Lessor of Lessor. In the event any or all of Lessee's fixtures, furnishings, equipment, and other personal property shall be assessed and taxed with Lessor's real property, Lessee shall pay to Lessor in share of such taxes within ten (10) days after delivery to Lessee by Lessor of a statement in writing setting forth the amount of such taxes applicable to Lessee's property. For the purpose of determining said amount, figures supplied by the Brevard County Property Appraiser as to the amount so assessed shall be conclusive. Lessee shall comply with the provisions of any law, ordinance or rule of taxing authorities which requires Lessee to file a report of Lessee's property located in the leased premises.

(b) Lessor shall also pay or cause to be paid, prior to delinquency, all real estate taxes and assessments levied or charged against the leased premises.

7. **Alterations and Additions.** Lessee shall not make or allow to be made any alterations or physical additions or improvements in or to the leased premises without first obtaining the written consent of Lessor. Unless otherwise agreed to in writing, any alterations,

Lessor's initial

Lessee's Initial

physical additions, or improvements to the leased premises made by Lessee shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease; provided, however, this clause shall not apply to movable equipment or furniture owned by Lessee which may be removed by Lessee at the end of the term of this lease if Lessee is not then in default and if such equipment and furniture is not then subject to any other rights, liens, and interests of Lessor. If required by Lessor, such alterations, additions, or improvements shall be removed by Lessee upon the expiration or sooner termination of the term of this Lease and Lessee shall repair damage to the premises caused by such removal, all at Lessee's cost and expense. Lessee shall submit to Lessor plans and specifications for all alterations, demolitions, and additions at the time Lessor's consent is sought. Specifically, Lessee shall provide Lessor plans for all work planned to modify electrical, HV AC, plumbing, and/or structural changes (excluding non-load bearing walls), a minimum of ten (10) business days prior to commencement of work so Lessor's engineers can review such plans for compliance with any applicable building and life safety codes. Lessee agrees that Lessor shall have the right to inspect any work after completion. Lessee is solely responsible for applying for, paying for, and obtaining any and all applicable permits required for any planned alteration, demolition, or addition to the leased premises. Lessee shall only modify non load-bearing walls. Bathroom modifications shall be minor unless otherwise approved by Lessor in advance. Lessee shall be responsible for any enforcement action brought by any applicable permitting agency for failure to obtain required permitting prior to performing any alteration, demolition, or addition.

8. **Maintenance and Repair.** Lessor agrees to repair and maintain in good condition the roof, roof drains, sewers, outside walls, foundations, and structural portions of the leased premises. Lessor specifically agrees to: 1. Remove accessory items left (including but not limited to capping of pipes where applicable) behind by former tenant; 2. Remove existing flooring prior to the Commencement Date of Lease; 3. Remove all plumbing fixtures and piping installed by the prior tenant (sections of walls removed to facilitate this work shall be patched by Lessor, but not painted); and 4. Install new ceiling tiles and vents where missing, damaged, or excessively aged after buildout by Lessee. Other than as specifically provided herein, Lessee shall be responsible for all other repairs and maintenance necessary including, but not limited to, work on the storefront, show windows, windows, door locks and hardware, window glass, interior decoration, and painting, plumbing, heating, air conditioning, and electrical facilities. Lessee shall enter into a bi-annual maintenance contract of the HVAC unit, and shall provide a copy of the contract and proof of annual service to the Lessor. Failure to do so will result in the Lessee responsibility for replacement of the air-conditioning unit. Lessee shall do all things necessary to keep the leased premises (except the roof, roof drains, sewers, outside walls, foundations, and structural portions of the leased premises, which shall be maintained by Lessor), including the sidewalks and area adjacent to the leased premises, in a clean, neat, and sanitary manner and in compliance with all laws, ordinances, rules, and regulations of any public authority and in compliance with such rules and regulations that may be adopted from time to time by the Lessor that are applicable to all tenants in the Shopping Center of which the leased premises is apart. Lessee shall also be solely responsible for all repairs required as a result of the negligent or intentional acts or omissions of Lessee or Lessee's guests or invitees.

9. **Services.**

Lessor's initial

Lessee's Initial

(a) Lessee shall during the term hereof pay prior to delinquency all charges for all electrical, water, sewer, garbage, and telephone service to the leased premises and shall hold Lessor harmless from any liability there from.

(b) Lessor shall provide for maintenance and repair of parking and common areas of the Shopping Center. Except as specifically provided for herein, Lessor shall not be obligated to provide any services to Lessee. In addition, Landlord does not warrant that any such services provided to Lessee will be free from interruption due to causes beyond Lessor's control. In the event of an interruption of such services or delay in the restoration of such services, the same shall not be deemed an eviction or disturbance of Lessee's use and possession of the leased premises or rendered Lessor liable to Lessee for damages by abatement of rent or otherwise, nor shall the same relieve Lessee from performance of Lessee's obligations under this Lease. Lessee shall pay Lessor its proportionate share of the cost of repair and maintenance expenses of the parking and common areas of the Shopping Center, including, but not limited to cleaning, common area utilities and repairs, maintenance, and replacement of sidewalks, landscaping, roofs, and painting and hurricane protection. Said proportionate share shall be based on the square footage of building which is occupied when repairs are made.

10. **Parking.** No part of any parking area adjoining the leased premises is leased hereunder. Lessor agrees that a parking areas shall be available to and used by, customers of Lessee along with customers of other tenants of other portions of the building of which the leased premises form a part, and subtenants and concessionaires thereof. Said parking area shall not be used by Lessee, subtenant, or concessionaire, except with the written consent of Lessor, in which event said Lessee, subtenant, concessionaire or employee shall park their automobiles in such place or places as shall be designated by Lessor. Lessor shall have the right to at any time, and from time to time, to establish rules and regulations for the operation of said parking area. Lessee further agrees that upon written notice from Lessor, Lessee shall provide Lessor a list of the automobile license number assigned to Lessee's car and all employees or agents.

11. **Use.**

(a) The leased premises shall be used and occupied by Lessee as a retail facility for the sale and rental of golf carts and accessories and for no other purpose without the prior written consent of Lessor.

(b) **Suitability.** Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the leased premises or with respect to the suitability of the leased premises for the conduct of Lessee's business, nor has Lessor agreed to undertake any modification, alteration or improvement to the leased premises except as provided in this Lease. The taking of possession of the leased premises by Lessee shall conclusively establish that the leased premises were at such time in satisfactory condition.

(c) **Lessee's Acceptance.** Lessee accepts the leased premises in the condition they are in on the date this Lease commences or Lessor grants occupancy, which ever occurs first. Lessee hereby acknowledges that it has received the leased premises in a thoroughly good and tenantable

order, safe condition and repair of which the execution of this Lease, and Lessee's taking of possession hereunder shall be conclusive evidence.

(d) **Zoning and Occupational License.** Lessee shall be solely responsible to determine that the purpose for which he intends to use the leased premises is allowed under the current zoning and occupational license rules and regulations. Lessor makes no representations as to the permissible uses under the applicable zoning and occupational license rules and regulations.

(e) **Uses Prohibited.** Lessee hereby agrees that:

(i) Lessee shall not do or permit anything to be done in or about the leased premises nor bring to keep anything therein which will in any way increase the existing rate or affect any fire or other insurance upon the leased premises or the real property of which the premises are a part or of any of its contents (unless Lessee shall pay any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering said premises or real property or any part thereof or any of its contents, nor shall Lessee sell or permit to be sold in or about said premises any articles which may be prohibited by a standard form policy of fire insurance.

(ii) Lessee shall not do or permit anything to be done in or about the leased premises which will in any way obstruct or interfere with the rights of other tenants or occupants of adjacent property or injure or annoy them or use or allow the leased premises to be used for any unlawful or objectionable purpose, nor shall Lessee cause, maintain or permit any nuisance in, on or about the leased premises.

(iii) Lessee shall not use the leased premises to permit anything to be done in or about the leased premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated.

(iv) Lessee shall not leave the leased premises unoccupied or vacant. Throughout the term of this lease, the Lessee shall conduct and carry on in the leased premises the type of business for which the leased premises are leased.

(v) Lessee is prohibited from conducting business from 10:00 p.m to 5 :00 a.m., unless the Lessor consents in writing. Twenty-four hour operations are strictly prohibited.

(vi) Lessee agrees that it will not charge any vehicles or batteries indoors. The Lessor will provide outdoor space adequate to charge vehicles and batteries.

12. **Insurance.**

(a) **Public Liability.** Lessee shall, at Lessee's sole cost and expense, but for the mutual benefit of Lessor and Lessee, maintain throughout the term of this Lease general public liability insurance against claims for personal injury, death, or property damage occurring in, or about the leased premises, and in, on, or about the sidewalks directly adjacent to the leased premises and

Lessor's initial

Lessee's Initial

such other areas as Lessee, Lessee's officers, agents, employees, contractors and invitees shall have the right to use pursuant to this Lease. Such insurance shall have a minimum coverage of \$500,000.00 for single occurrence and \$1,000,000.00 for more than one occurrence.

(b) **Fire and Extended Coverage.** Lessor shall take out and keep in force during the term of this Lease, at Lessor's expense, fire and extended coverage insurance on the building within which the leased premises are located, exclusive of Lessee's fixtures, personal property, and equipment, in an amount determined by Lessor.

(c) **Miscellaneous.** The insurance policy or policies required hereunder of Lessee shall be written in companies licensed to do business in Florida, selected by Lessee, subject to the approval of such companies by Lessor. Lessee shall, prior to opening for business in the leased premises, furnish from the insurance companies: certificates of coverage evidencing the existence and amounts of such insurance. All such policies of insurance shall be issued in the name of Lessor and Lessee and for the mutual and joint benefit and protection of the parties hereto, but in no event shall such policies limit Lessee's liability. All such policies shall be primary, not contributory with and not in excess of the coverage which Lessor may carry. All such policies shall contain a clause or endorsement to the effect that they may not be terminated or materially amended except after fifteen (15) days written notice thereof to Lessor.' Lessee shall have the right to provide such coverage pursuant to blanket policies obtained by Lessee provided such blanket policies expressly afford the coverage required by this Lease. The failure of Lessee to obtain the insurance policy or policies required hereunder shall constitute a default under the terms of this Lease. If Lessee does not take out such insurance or keep the same in full force and effect, Lessor may, but shall be under no duty to, acquire the necessary insurance and pay the premium therefore and Lessee shall repay to Lessor the amounts so paid promptly after demand. Lessor's purchasing of said insurance shall not affect Lessor's remedies for Lessee's default.

(d) **Non-Waiver of Sovereign Immunity.** Regardless of the level or type of coverage obtained for the benefit of Lessor as described herein, Lessor does not intend that any provision of this Agreement shall in any way constitute a waiver of any defense or limit of sovereign immunity to which Lessor may be entitled pursuant to Section 768.28, F.S., or as otherwise provided by law.

13. **Assignment.** Lessee covenants and agrees not to assign, transfer, mortgage, pledge, or hypothecate the leasehold or to sublet the leased premises or any part thereof without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion. Any transfer of this Lease from Lessee by merger, consolidation, or liquidation shall constitute an assignment for the purposes of this Lease. No consent by Lessor to any assignment or subletting by Lessee shall relieve Lessee of any obligation to be performed by Lessee under this Lease, whether occurring before or after such consent, assignment or subletting.

14. **Indemnification.** Lessee shall indemnify, defend, and save harmless said Lessor from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Lease for any personal injury, loss of life, or damage to property sustained in or about the leased premises by reason or as a result of Lessee's occupancy thereof and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs,

attorney's fees, expenses, and liabilities incurred in and about the defense of any such claim or in the investigation thereof.

15. **Subordination.** It is agreed by Lessee that this Lease shall be subject and subordinate to any mortgage, deed of trust, or other liens now on the premises or which may hereafter be made on account of any proposed loan to be placed on said premises by Lessor to the full extent of all debts and charges secured thereby; and to any renewals, extensions, and modifications of all or any part thereof which Lessor may hereafter, at any time, elect to place on said premises, and Lessee agrees upon request to hereafter executed any paper or papers which counsel for Lessor may deem necessary to accomplish that end. That in default of Lessee's doing so, Lessor is hereby empowered to execute such paper or papers, in the name of Lessee, and as the act and deed of said Lessee, and this authority is declared to be coupled with an interest and not revocable.

16. **Liens.** Lessee shall keep the leased premises, and the property in which the leased premises are located, free from any liens arising out of any work performed, materials furnished, or any obligations incurred by Lessee, it being expressly acknowledged that the leasehold interest hereby leased shall not be subject to any such liens.

17. **Entry By Lessor.** Lessor reserves and shall at any and all times have the right to enter the leased premises to inspect the same, to submit said premises to prospective purchasers or Lessees, to post notices of non-responsibility and "For Lease" signs and to alter, improve, or repair the leased premises and any portion of the building without abatement of rent and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of work to be performed, always providing that the business of Lessee shall not be interfered with unreasonably. Lessee hereby waives any claim for damages for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the leased premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Lessor shall at all times have and retain a key with which to unlock all of the doors in, upon, and about the leased premises, excluding Lessee's vaults and safes, and Lessor shall have the right to use any and all means which Lessor May deem proper to open doors in an emergency, in order to obtain entry to the leased premises, and any entry to the leased premises obtained by Lessor by any of said means or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the leased premises or an eviction of Lessee from the leased premises or any portion thereof.

18. **Casualty Damage.** In the event the leased premises are destroyed or so damaged by fire or other casualty during the term of this Lease so that they become untenable, then Lessor shall have the right to render said premises tenantable by making the necessary repairs within ninety (90) days after the date of written notification by Lessee to Lessor of the destruction or damage and if said premises are not rendered tenable within said time, it shall be optional with either party to cancel this Lease and, in the event of such cancellation, the rent shall be paid only to the date of such written notification of the fire or casualty. If the leased premises should only be partially damaged by fire or other casualty and Lessor chooses to repair said premises and the damage or destruction was not caused or contributed to by act or negligence of the Lessee, its agents, employees, invitees, or those for whom the Lessee is responsible, the rent payable under

Lessor's initial

Lessee's Initial

this lease during the period for which part of the premises is uninhabitable shall be adjusted downward, proportionate with the share of the total space which is uninhabitable.

19. **Condemnation:**

(a) If the whole of the leased premises or such portion thereof as will make the leased premises unsuitable for the purpose herein leased is condemned for any public use or purpose by any legally constituted authority, then in either of such events, the Lease shall terminate as of the date when possession is taken by such public authority and rental shall be payable by Lessee only to such date.

(b) If any part of the leased premises shall be condemned and taken without causing a termination pursuant to the above paragraph, then Lessor at its option shall have the right to either terminate the Lease upon written notice within sixty (60) days after said taking, or to continue the term of the said Lease, in which event the rental shall be equitably reduced in proportion to the space so taken (but not for parking space so taken), and Lessor shall, at its own cost and expense, restore the remaining portion of the leased premises to the extent necessary to render it reasonably suitable for the purposes for which it was leased, and make all repairs to the building in which the premises are relocated to the extent necessary to constitute the building a complete architectural unit.

(c) All compensation awarded or paid upon such a total or partial taking of the leased premises shall belong to and be the property of Lessor without any participation by Lessee, and Lessee hereby assigns to Lessor any award made to Lessee, provided, however, that nothing contained herein shall be construed to preclude Lessee from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, or depreciation to, damage to, or costs of removal of, or for the value of, stock, trade, fixtures, furniture, and other personal property belonging to Lessee, provided that no such claim shall diminish or otherwise adversely affect Lessor's aware.

20. **Default.** Each of the following events shall be a default hereunder by Lessee and a breach of this Lease:

(a) If Lessee shall fail to pay to Lessor any rent or sales or use tax thereon, or any other payment required to be made by Lessee, as and when the same shall become due and payable and such failure to pay shall continue for ten (10) days after the same became due and payable;

(b) If Lessee or any successor or assignee of Lessee, while in possession, shall file a petition in bankruptcy or insolvency or for reorganization or arrangement under the Bankruptcy Act of any State, or shall voluntarily take advantage of any such law or act by answer or otherwise, or shall take an assignment for the benefit of creditors, or, if Lessee be a corporation, shall be dissolved, voluntarily or involuntarily;

(c) If involuntary proceedings under any such bankruptcy law or insolvency act, or for the dissolution of a corporation shall be instituted against Lessee or such successors or assignee, or if

a receiver or trustee shall be appointed of all or substantially all of the property of Lessee or such successor or assignee;

(d) If Lessee shall fail to perform or breach any of the conditions on Lessee's part to be performed and if such nonperformance or breach shall continue for a period of ten (10) days after notice thereof by Lessor to Lessee, or if such performance cannot be reasonably had within such ten (10) day period and Lessee shall not in good faith have commenced such performance within such ten (10) day period and shall not diligently proceed therewith to completion;

(e) If Lessee shall vacate or abandon the leased premises for a period often (10) days or more;

(f) If this Lease or the interest of Lessee hereunder shall be transferred or assigned in a manner other than herein permitted;

(g) If Lessee fails to take possession of the leased premises on the term commencement date or within seven (7) days after notice that the leased premises are available for occupancy, if the term commencement date is not fixed herein, and if such occupancy date shall not be deferred in writing by Lessor; or

(h) If Lessee fails to pay the monthly common area maintenance fee for two consecutive months.

21. **Lessor's Default Options.** In the event of the occurrence of any default specified hereunder, Lessor may, at any time thereafter, without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default or breach:

(a) Terminate this Lease, resume possession of the leased premises for its own account, and recover immediately from Lessee the entire rent for the balance of the lease term.

(b) Resume possession and re-lease or rent the leased premises for the remainder of the term for the account of Lessee, and recover from Lessee, at the end of the term or at the time each payment of rent comes due under this Lease or Lessor may choose, the difference between the rent specified in the Lease and the rent received on the re-leasing or renting.

(c) In any event, the parties agree that the Lessor shall be entitled to recover all expenses incurred by reason of any breach, including, but not limited to, the entitlement to recover reasonable attorney's fees and court costs in any action for eviction and/or for damages of any kind associated with the breach, including, but not limited to, costs of re-renting and making required alterations to the leased premises.

22. **Condition of Leased Premises upon Termination or Expiration:** Lessee shall, upon the expiration or termination of this lease, quit and surrender the leased premises, broom clean, in good condition and repair, reasonable wear and tear excepted, together with all keys and combinations to locks, safes, and vaults and improvements, alterations, additions, fixtures, and equipment at any time made or installed in, upon or to the interior or exterior of the leased premises (except personal property and other unattached movable trade fixtures put in at Lessee's expense),

Lessor's initial

Lessee's Initial

all of which shall be the property of the Lessor without any claim by Lessee therefore, but the surrender of such property to Lessor shall not be deemed to be a payment of rent or in lieu of any rent reserved hereunder. Before surrendering the demised premises, Lessee shall remove all Lessee's said personal property and unattached movable trade fixtures and, at Lessor's option, Lessee shall also remove any improvements, alterations, additions, fixtures, equipment, and decorations at any time made or installed by Lessee in, upon or to the interior or exterior of the leased premises, and Lessee further agrees to repair any damage caused thereby. If Lessee fails to remove any of Lessee's personal property and trade fixtures, said property shall, at the option of the Lessor, either be deemed abandoned and become the exclusive property of Lessor, or Lessor shall have the right to remove and store said property, at the expense of the Lessee, without further notice to or demand upon Lessee and hold Lessee responsible for any and all charges and expenses incurred by Lessor therefore. If leased premises are not surrendered as and when aforesaid, Lessee shall indemnify Lessor against all loss or liability resulting from the delay by Lessee in so surrendering the same, including without limitation, any claims made by any succeeding occupant founded on such delay. Lessee's obligation under this provision shall survive the expiration or sooner termination of this lease.

23. **Signs.** Lessee shall have the right to erect one sign of the front of the leased premises. Lessee shall obtain Lessor's written consent prior to the erection or painting of any sign at the leased premises, which consent may be withheld in Lessor's sole discretion. Lessors discretion shall be based on the size, nature, exact location, design, style, wording thereof, and illumination of the proposed sign. Lessor reserves the right to use the exterior wall and roof of the leased premises, except as otherwise provided herein. Lessee shall not inscribe, paint, or affix any signs, lights, advertisements, notices, placards, marquees, or awnings on the exterior of the leased premises, including but not limited to the windows, doors, stairs, hallways, or vestibules, without first receiving the written consent of the Lessor. No overhanging roof or projecting sign, placard, marquee or other advertisement and no paper or cardboard signs on doors or exterior of the leased premises, and no sidewalk racks or other display or vending machines shall be permitted. Lessee may place signage in the front window of the leased premises, so long as such signage does not exceed 50% of the total window space. Lessee shall, upon receiving a written request from the Lessor, remove any notice, sign, light, advertisement, placard, marquee, awning, sidewalk rack, or other display or vending machine which Lessee has placed or permitted to be placed in, on, or about the leased premises which, in the opinion of the Lessor, is objectionable, offensive, or not in good taste, and if the tenant shall fail to do so, Lessor may reenter the leased premises and remove same at expense of Lessee.

24. **Inability to Perform.** If parties hereto are delayed or prevented from performing any of its obligations under this Lease by reason of strikes, lock-outs, labor troubles, inability to produce materials, failure of power, restrictive governmental laws, or regulations, riots, insurrection, war, pandemics, or other reason of like nature which is not the fault of the party delayed in performing the work or doing the acts required under the terms of this lease, then performance of such act shall be executed for the period of such delay or such prevention and the period for performance of such act shall be excused for the period of such delay or such prevention and the period for performance of said act shall be deemed added to the time herein provided for the performance of any such obligation.

25. **Estoppel Certificate:**

(a) Lessee shall at any time upon not less than ten (10) days prior written notice from Lessor execute, acknowledge, and deliver to Lessor a statement in writing (i) certifying that this Lease is modified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the leased premises.

(b) Lessee's failure to deliver to deliver such statement within such time shall be conclusive upon Lessee (i) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (ii) that there are no uncured defaults in Lessor's performance, and (iii) that not more than one month's rent has been paid in advance.

26. **Transfer of Lessor's Interest:** In the event of a sale or conveyance by Lessor of Lessor's interest in the leased premises or in any building of which the leased premises may be a part other than a transfer for security purposes only, Lessor shall be relieved from, after the date specified in any such notice of transfer, all obligations and liabilities accruing thereafter on the part of Lessor, provided that any funds in the hands of Lessor at the time of transfer in which Lessee has an interest shall be delivered to the successor of Lessor. This Lease shall not be affected by any such sale and Lessee agrees to attorn to the purchaser or assignee.

27. **Captions; Attachments; Defined Terms:**

(a) The captions of the sections of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

(b) Exhibits attached hereto, and addendums and schedules initialed by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein.

(c) The words "Lessor" and "Lessee," as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one Lessor or Lessee, the obligations hereunder imposed upon Lessor or Lessee shall be joint and several; as to a Lessee which consists of husband and wife, the obligations shall extend individually to their sole and separate property as well as community and joint property. The term "Lessor" shall mean only the owner or owners at the time in question of the fee title or a Lessee's interest in a ground lease of the leased premises. The obligations contained in this Lease to be performed by Lessor shall be binding on Lessor's successors and assigns only during their respective periods of ownership.

28. **Entire Agreement:** This instrument, along with any exhibits and attachments hereto, constitutes the entire agreement between Lessor and Lessee relative to the leased premises and this Agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Lessor and Lessee. Lessor and Lessee hereby agree that

Lessor's initial

Lessee's Initial

all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the leased premises are merged in or revoked by this Agreement.

29. **Severability:** If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

30. **Cost of Suit:**

(a) Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

(b) Should Lessor, without fault on Lessor's part, be made a party to any litigation instituted by Lessee or by any third party against Lessee, or by or against any person holding under or using the leased premises by license of Lessee, or for the foreclosure of any lien for labor or material furnished to or for Lessee or any such other person or otherwise arising out of or resulting from any act or transaction of Lessee or of any such person, Lessee covenants to save and hold Lessor harmless from any judgment rendered against Lessor or the leased premises or any part thereof, and all costs and expenses, including reasonable attorney's fees, incurred by Lessor in or in connection with such litigation.

31. **Time; Joint and Several Liability:** Time is of the essence of this Lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of the leased premises to Lessee. All the terms, covenants and conditions contained in this Lease to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

32. **Binding Effect; Choice of Law:** Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to Section 13, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns. This Lease shall be governed by the laws of the State of Florida and venue shall be in Brevard County, Florida.

33. **Waiver:** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any proceeding or succeeding breach of the same or any other covenant, term, or condition. Acceptance by Lessor of any performance by Lessee after the time the same shall have become due shall not constitute a waiver by Lessor of the breach or default of any covenant, term, or condition unless otherwise expressly agreed to by Lessor in writing.\

34. **Surrender of Premises:** The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work as merger, and shall, at the option of Lessor,

Lessor's initial

Lessee's Initial

terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to Lessor of any or all such subleases or subtenancies.

35. **Holding Over:** If Lessee remains in possession of the leased premises after the Lease expires or terminates for any reason and without the execution of a new Lease, Lessee will be deemed to be occupying the leased premises as a Lessee from month to month at the sufferance of Lessor. Lessee will be subject to all of the provisions of this Lease, except that the fixed rent will be at a monthly rate equal to twice the amount of a single monthly installment of fixed rent at the rate in effect for the last month of the term of this Lease. Additionally, Lessee shall also be responsible for any and all other consequential and actual damages incurred by Lessor for Lessee's failure to surrender the premises as required. The provision does not give Lessee any right to hold over at the expiration of the term of this Lease, and shall not be deemed to be a renewal of the Lease term, either by operation of law or otherwise.

36. **Abandoned Property:** BY SIGNING THIS LEASE, LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF LESSEE'S PERSONAL PROPERTY.

37. **Notice:** All correspondence, submittals, and notices relating to or required under this Agreement shall be sent, in writing, to the Lessor and Lessee at the addresses stated in the introductory paragraph of this Lease Agreement; unless either party is notified, in writing, of a change in address.

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

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

Signed, sealed and delivered
in the presence of:

BAREFOOT BAY RECREATION
DISTRICT

Witness:

AS LESSOR

Printed name: _____

Printed Name:
As its:

Printed name: _____

Date: _____

Lessor's initial

Lessee's Initial

Signed, sealed and delivered
in the presence of:

THE CART GUYS MELBOURNE

Witness:

AS LESSEE

Printed name: _____

Printed Name: _____

As its:

Printed name: _____

Date: _____

Lessor's initial

Lessee's Initial

Board of Trustees Meeting Agenda Memo

Date: Tuesday, September 27, 2022
Title: **2023 BOT and Quarterly Townhall Meeting Schedule**
Section & Item: 11.F
Department: Administration, District Clerk
Fiscal Impact: N/A
Contact: Kent Cichon, Community Manager, Stephanie Brown, District Clerk
Attachments:
Reviewed by General Counsel:
Counsel: N/A
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Staff recommends the BOT approve the proposed dates for the regularly scheduled BOT and Quarterly Townhall meetings in calendar year 2023 and authorize staff to advertise them in the Florida Today.

Background and Summary Information

Listed below for approval are the dates for the 2023 BOT regular meetings. All meetings are still being held on the 2nd Thursday and the 4th Tuesday of the month. Also listed are tentative Quarterly Townhall Meeting dates. Please choose one date from each month for approval.

- January 12, 2023
- January 24, 2023
- February 9, 2023
- February 28, 2023
- March 9, 2023
- March 28, 2023
- April 13, 2023
- April 25, 2023
- May 11, 2023
- May 23, 2023
- June 8, 2023
- June 27, 2023
- July 13, 2023
- July 25, 2023
- August 10, 2023
- August 22, 2023
- September 14, 2023
- September 26, 2023
- October 12, 2023
- October 24, 2023
- November 9, 2023
- December 14, 2023

Tentative Quarterly Townhall Meeting Dates

(Choose one)

Tuesday, April 4th, 9am-12pm

Monday, April 10th, 6-9pm

Thursday, April 27th, 9am-12pm or 6-9pm

(Choose one)

Thursday, July 6th, 6-9pm

Wednesday, July 12th, 9am-12pm

Wednesday, July 19th, 9am-12pm

Thursday, July 27th, 6-9pm

(Choose one)

Tuesday, October 3rd, 9am-12pm

Tuesday, October 17th, 6-9pm

Thursday, October 26th, 9am-12pm or 6-9pm



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: Kent A. Cichon, Community Manager

Date: September 27th, 2022

Subject: Manager's Report

Finance

Assessment received – 99.85% collected or \$4,019,498. Balance to collect \$5,938.

Resident Relations

ARCC 8/30/2022

- 9 Consent Items – approved
- 6 Other Items – 4 approved, 2 denied for additional information

ARCC 9/13/2022

- 1 Old Item – approved requested extension
- 2 previously denied items added at the meeting – approved
- 6 Consent Items – approved
- 8 Other Items – approved

VC Meeting 9/9/22

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

August Home Sales

- 49 Home Sales
- 25 Orientations
- 26 In Attendance

Food & Beverage

- On October 6th we will begin our Rustic Roast night. A weekly Thursday dinner event will alternate between family style slow roasted chicken or Italian favorites. There will also be two weekly special dinners offered. The bar opens and dinner service begins at 4 pm until 8 p.m.
- On Saturday, October 8th there will be the highly anticipated Latin themed Christmas for Barefoot Bay Kids event at the Golf Course. The Pro Shop is registering participants now for the golf tournament. Participation in the tournament includes a Latin themed dinner. After the dinner, we welcome the community to come out to the bandshell area to enjoy DJ Terry playing popular Latin music, an appetizer buffet, and tequila tasting. A \$13 ticket includes access to this fun event from 6-9 p.m. with \$2 from every ticket benefiting Barefoot Bay kids.
- On Sunday, October 9th from 2-6 p.m. is the Barefoot Bay Celebrity Dunk Day as a fund raiser for the American Cancer Society. A big line up of well-known names in the Bay will be ready in roaring 20s style suits to test your throwing accuracy to dunk them in all good fun and to raise money to improve the lives of cancer patients and their families. Dougie will D.J. from 1:30-5:30 p.m. (and as a bonus will be one of the celebrities in the dunk tank).
- This year's spookiest party of the year will be held on Saturday, October 29th from 7-11 p.m. Our annual Halloween party has music by TC and Sass, prizes for best costumes and a festive atmosphere all night long.

Flyers with all the details are posted.

Property Services

- Repaired damages to the Bobcat due to a family of raccoons moving in
- Removed old asphalt from the East Lake path and regraded with crushed coquina
- Began installation of the new doors inside building A
- Completed property line fence near #17 green & #18 tee
- Serviced all BBRD facilities air conditioning units and changed filters
- Regraded the Gunther bypass trail
- Resodded various spots around BBRD grounds
- Removed dangerous dying limbs in trees around the lake at 625 Barefoot Blvd.
- Serviced all first aid and AED's in BBRD facilities
- Investigated an issue with Pool #3 pump tripping a breaker
- Repaired several vandalized cables at the fishing pier

Golf-Pro Shop

- Greens Renovation #10 and Practice Green
 - Open October 3rd
- Lawn Bowl Facility
 - Will be overseeded November 2022

- Softball Field
 - Renovation will be completed September 26th and 27th
- Up Coming Tournaments - Visit or Call Pro Shop for information (772) 664-3174
 - Bogie & Stogies
 - October 8th
 - 1 pm Shotgun
 - Turkey Trot
 - Nov 19th
 - 1 pm Shotgun
 -
- Golf Membership Renewals begin October 1st
- All leagues at BBRD Golf Course are back up and running starting October 1st

General Information

- Next Townhall will be October 4th at 7 p.m.
- DOR Ballot Referendum
 - Deadline for return of ballots is October 4th at 4:30 p.m.
 - Return envelopes must be signed on back for ballot to be valid
 - Ballots to be counted on October 5th at 9:00 a.m. in Building D/E