

BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting February 27, 2024 at 3:00 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. February 8, 2024 BOT Minutes
- 8. Treasurer's Report
 - A. Treasurer's Report
- 9. Audience Participation
- 10. Unfinished Business
- 11. New Business
 - A. Proposed New BOT Regular Meeting Times
 - B. Asphalt Repair and Sealcoat
 - C. BBRD Volunteer Policy Resolution 2024-03
 - D. Valley National Bank: Qualified Depository
 - E. Lightning Detector and Warning System
 - F. Special Magistrate Agreement with John Cary, Esq.
 - G. Disability Fee Waiver Application Policy Discussion
- 12. Manager's Report
 - A. February 27, 2024 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 Meeting February 8, 2024 1pm –Building D/E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on February 8, 2024, Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Amoss called the meeting to order at 1PM.

Thought of the Day

"When you have exhausted all possibilities, remember this - you haven't." Thomas Edison.

Pledge of Allegiance to the Flag

Led by Ms. Hansen.

Roll Call

Present: Mr. Amoss, Mr. Klosky, Mr. Grunow, Ms. Hansen, and Ms. Van Berschot. Also, present, Kent Cichon, Community Manager, Cynthia Mihalick, Interim District Clerk, Garrett Olsen, General Counsel, Charles Henley, Finance Manager, Matt Goetz, Property Services Manager, and Bill Balash, Interim Golf Manager.

Additions or Deletions to the Agenda

Mr. Amoss requested to add item 11B one-time waiving guest pass fees for a totally dependent child. Mr. Cichon requested to remove item 11B mini golf turf installation at the request of Ms. Van Berschot.

Approval of the Agenda

Mr. Klosky made a motion to approve the agenda with the addition of item 11B and removal of item 11B. Second by Ms. Van Berschot. Motion passed unanimously.

Presentations and Proclamation

None.

Approval of Minutes

The minutes of the Regular BOT Meeting dated January 23, 2024, and Budget Development/Townhall Meeting dated January 25, 2024 were approved as written.

Treasurer's Report

The Treasurer's Report for February 8, 2024, was submitted by Mr. Grunow and approved as written.

Audience Participation

None.



Barefoot Bay Recreation District

Unfinished Business None

New Business

Amending the Budget: FY2023 R&M/Capital Projects Roll Over to FY2024

Resolution 2024-01 read by Mr. Olsen:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2023-08; AMENDING THE BUDGET.

Ms. Hansen made a motion to approve the accompanying budget amendment and resolution 2024-01 to roll over fiscal year 2023 budgets in the R&M and Capital Projects Department budget using fund balance in the amount of \$327,406. Second by Mr. Grunow. Motion passed unanimously.

Waiving the Guest Pass Fees for Disabled Dependent

Mr. Amoss stated that Mr. Manningham had attended a recent meeting and addressed the board about his daughter who needs constant care. There is existing wording in the Policy Manual for dependents of property owners that could pertain to this situation, but not for seasonal renters.

Mr. Amoss proposed that the Board waive the fees for Mr. Manningham's daughter's guest passes through March 31, 2024. He recommended the Board consider adding language to the manual to address seasonal renters with similar circumstances. Ms. Van Berschot spoke in support of the waiver and felt that it should apply to all residents. Mr. Grunow expressed his support and would like the Board to consider the 0-5 no fee passes for a lifetime exemption.

Mr. Amoss made a motion to allow the waiving of fees for Mr. Manningham's daughter through March 31, 2024. Second by Mr. Klosky. Motion passed unanimously.

Manager's Report

Finance

Assessment received – 77.5% collected or \$3,592,042

Resident Relations

ARCC Meeting 1/30/2024

- 3 Old Business Items all approved
- 22 Consent Items all approved
- 11 Other Permits all approved

VC Meeting 1/26/2024

• 3 Cases – all found to be in violation

The Violations Committee has two (2) vacant Alternate positions, and we are requesting residents that are interested in filling these positions to submit their resumes and letters of interest to the District Clerk.



Barefoot Bay Recreation District

Food & Beverage

• The 2024 Barefoot by the Lake festival begins tomorrow and will continue through Saturday from 11am-9:30pm. The music lineup is great all weekend, but you don't want to miss SIRSY (Sir See) Saturday from 1 - 4pm. SIRSY was heard on Season 6 of Showtime's hit TV show "Shameless" and has played with Maroon 5, Train, Cheap Trick and more. On Saturday only, the Kids Zone is open with a bounce house, face painting & fairy hair, and a giant soccer/dart and baseball game.

Food & Beverage (continued)

- On February 12th, tickets will go on sale for corned beef dinners or sandwiches during the annual St. Patrick's Day celebration lakeside of the Lounge. Tickets for food may be purchased at the Lounge, the 19th Hole, or Administration Building. A full day of St. Paddy's events is planned and coordinated between Food & Beverage and the Irish Club on March 17, 2024.
- The 2024 Winter Beats series reaches a crescendo of excitement with the final shows in April. The country's premiere celebrity illusionists, the Edward Twins, transform themselves into a non-stop parade of stars on April 4th and Barefoot Bay's favorite Doo Wop dance night is held on April 12th. Tickets are going on sale in Building A at 9am on February 13th for the Edward Twins and February 27th for the Doo Wop.
- On February 29th there will be a bourbon tasting and cigar event at the 19th Hole from 4:30-7:30pm. Come out and sip a new bourbon, purchase a cigar, and take in our local popular musician Allen Wronko who is always on fire!

Property Services

- Repaired the ADA lift at Pool #3
- Repaired the ADA door access button in front of Building A
- Repaired a light in the Food Truck
- Repaired the BBQ grill at East Lake
- Initiated the re-striping of the Micco Storage Lot
- Re-sodded a large area by the playground
- Replaced the fire extinguisher box on the Fishing Pier
- Assembled and replaced all of the bar stools in the Lounge and 19th Hole
- Began set up of the Barefoot by the Lake festival
- Hung Barefoot by the Lake festival sign on US1

Golf-Pro Shop

- The 6th Annual CVO Golf Tournament will be held on Saturday, March 9th. This event is a 4 Person Scramble with an 8:30am. Shotgun start. Sign-up will begin Thursday, February 8th.
- The Barefoot Bay Club Championship will be held March 22nd & 23rd. This event is open to all Barefoot Bay Golf Course members with an active GHIN Handicap. Sign-up TBD.
- For details about these events call the Golf Pro Shop at 772-664-3174.
- Brightview Maintenance



Barefoot Bay Recreation District

- With fertilizer and fungicide applications combined with the warmer weather, the Putting greens are looking healthier.
- Areas of concern on fairways 4 and 10 have been rototilled and rye and bermuda grasses were planted. The seed is beginning to germinate and will be monitored for fertilizer applications.
- The project to build and replace the Blue, White, Green, and Red tee markers has begun. The markers will be made of wood and painted accordingly.

Mr. Cichon also reported to the Board that the concrete contractor has begun the reconstruction of the ADA ramp and construction of the smoking area at Pool #1. The County has accepted the easement for the Beach property. The engineer will be providing the required information to the County today, which is the last step for the County to approve the Site Plan. The County will schedule the pre-construction meeting with Mr. Cichon, Mr. Goetz, Mr. Olsen, our Engineer, and General Contractor.

Attorney's Report

Mr. Olsen will draft language for the Policy Manual providing a definition of a disabled dependent and all residents who fall under that category. He recommended the process include an application for fee exemption, to be reviewed by staff. The Policy Manual does provide for an appeal process with a magistrate we have on retainer. Mr. Olsen will be placing an item on the agenda in the future for the approval of a new magistrate.

Mr. Grunow asked if this language would be in conjunction with ADA. Mr. Olsen explained that the ADA deals mainly with program accessibility. The ADA does not allow us to charge a fee above and beyond what we charge other residents to accommodate someone with a disability to utilize the facility. Exempt or not we are compliant with ADA. Ms. Hansen suggested asking for medical verification during the application or appeal process. Mr. Olsen will draft the language for the Board's review at the February 27th regular meeting. He will also draft the resolution to be adopted at the first meeting in March.

Mr. Olsen stated that his firm has been hired by a district in another county. Their meeting is on the last Tuesday each month at 9am. He requested that the Board approve a one-time meeting change for the February 27th meeting, changing the time from 1pm to 3pm to allow the additional buffer time for him to travel to our location. He will address future conflict dates at the first meeting in March. Mr. Grunow will also have an agenda item that will tie into this issue.

Consensus of the Board is that it is acceptable to change the meeting time for the regular meeting on Tuesday, February 27, 2024, from 1pm to 3pm.

Incidental Trustee Remarks

Ms. Hansen thanked Property Services and the CVO for their work on the Barefoot by the Lake Festival. She stated it looks like it's going to be a great weekend that will bring a lot of people to our community.

Ms. Van Berschot stated that it is our time to shine and Barefoot Bay at its best, as it is the biggest event of the year. She thought the veterans did a wonderful job for their golf tournament. She also said she was very proud of this community with the decision the Board made today about Mr. Manningham's daughter.



Barefoot Bay Recreation District

Mr. Grunow thanked Matt Goetz, Bill Balash, all the volunteers, and everyone who came out to the golf tournament as well as the residents that came out to see the parachute landing. He also reminded everyone that the Veterans Center is open on Wednesdays from 7 - 9pm for assistance with VA claims.

Mr. Klosky agreed with the other trustee remarks and said thank you.

Mr. Amoss thanked everyone in attendance today. He mentioned that starting tomorrow 11am - 9:30pm Barefoot by the Lake will be taking place. The next regular meeting on February 27th is now at 3pm, and the first budget workshop is Tuesday, March 19th, Building D/E at 6pm. He also thanked the board for making one family happy today.

Adjournment The next regular meeting will be Tuese	day, February 27, 2024, at 3pm in Building D/E.
Mr. Amoss adjourned.	
Meeting adjourned at 1:33 pm.	
Flaine Van Berschot, Secretary	Cynthia Mihalick Interim District Clerk

Barefoot Bay Recreation District

Treasurer's Report February 27, 2024

Cash and Investments Balances in General Fund as of 2/19/24

Petty Cash/Cash Drawers	Total Petty Cash: \$	5,600.00
Non Interest Bearing Accounts		
MB&T Operating Account		261,864.00
Interest Bearing Accounts		
MB&T Money Market Account		432,077.81
Valley National Bank		2,818,003.54
FL Class		214,416.93
SBA Reserve Account		754,602.15
Investment Accounts (At Market Value)		
FL Trust - Short Term Bond Fund		113,202.08
Total Cash Balances in General Fund:	\$	4,599,766.51
Total Daily Deposits and Assessments Received for 1/30/24 -2/19/24		
Daily Deposits:	\$	236,356.98
Interest Deposits:	\$	26,633.89
Assessments Received:		200,425.25
Total Deposits Received:	\$	463,416.12

Expenditures for 1/30/24 - 2/19/24

Check				
Number	Vendor	Description	Cl	heck Amount
1167	Melbourne Beach Flooring	System Generated Check/Voucher		6,359.11
1204	US Foods	Foodstuff and Supplies		12,269.99
1231	Florida Distributing Company, LLC	Beverages		6,673.41
1233	Florida State Golf Association	Handicap Fees		7,200.00
1239	Omega Technology Solutions, LLC	Monthly IT Support		5,161.78
1249	Southern Glazer's Wine & Spirits, LLC -	Beverages		5,150.09
1252	Thompson Entertainment LLC dba	Stage		5,900.00
1260	US Foods	Foodstuff and Supplies		17,091.51
1262	Valley National Bank	Bar Stools, defibrillator, tires, etc.		9,893.35
1263	Vose Law Firm, LLP	Legal Fees		7,500.00
1274	Barefoot Bay Water & Sewer	Water		5,798.86
1275	BrightView Golf Maintenance, Inc	Golf Course Maintenance		44,915.67
1279	Carroll Distributing Company	Beverages		5,145.07
1280	Como Oil & Propane - Vero Beach	Propane		5,047.12
1289	Home Depot Credit Services	Deposit - Flooring at Admin Building		5,357.54
	Florida Department of Revenue	Sales Tax		23,015.90
	US Department of Treasurery	Payroll Taxes		25,089.43
	Paychex	Payroll: PPE 2/11/24		90,151.73
Total Expendit	ures \$5,000 and above:			287,720.56
Expenditures u	ınder \$5,000:			111,341.10
Total Expendit	ures:		\$	399,061.66

Board of Trustees Meeting Agenda Memo

Tuesday, February 27, 2024 Date:

Title: **Proposed New BOT Regular Meeting Times**

Section & Item: 11.A

Department: Administration, District Clerk

Fiscal Impact: N/A

Kent Cichon, Community Manager, Jeff Grunow, Trustee, Contact:

Secretary

Attachments:

Reviewed by General

Counsel: N/A

Approved by: Kent Cichon, Community Manager

Requested Action by BOT

Consideration to change BOT Regular Meeting times.

Background and Summary Information

Trustee Grunow requested this item be placed on the agenda to discuss the possibility of changing meeting times, so that one (1) BOT Regular Meeting would be scheduled in the evening for each calendar quarter.

On September 11, 2022, the BOT adopted regularly scheduled monthly meetings to occur on the following frequency:

- Second Thursday at 1pm
- Fourth Tuesday at 1pm

Listed below are the remaining dates for the 2024 BOT Regular Meetings:

March 14, 2024

March 26, 2024

April 11, 2024

April 23, 2024

May 9, 2024

May 28, 2024

June 13, 2024

June 25, 2024

July 11, 2024

July 23, 2024

August 8, 2024

August 27, 2024

September 12, 2024

September 24, 2024

October 10, 2024

October 22, 2024

November 14, 2024

December 12, 2024



Staff requests direction regarding this matter.

Board of Trustees Meeting Agenda Memo

Date: Tuesday, February 27, 2024

Title: Asphalt Repair and Sealcoat

Section & Item: 11.B

Department: Property Services
Fiscal Impact: FY24 Budget: \$47,200

Contact: Kent Cichon, Community Manager, Matt Goetz, Property

Services Manager

Attachments: Asphalt Repair and Sealcoat Bids

Reviewed by General

Counsel: Yes

Approved by: Kent Cichon, Community Manager

Requested Action by BOT

Consider the quotes received from three (3) firms to sealcoat the Building A parking lot and repair and sealcoat the Building D/E parking lot; award a contract; and authorize the BOT Chairman to sign the contract.

Background and Summary Information

On June 27, 2023, the BOT adopted the BBRD FY24 Budget, which included a budget of \$36,000 to sealcoat the Building A parking lot to extend its useful life and \$12,200 to repair and sealcoat the Building D/E parking lot to extend its useful life.

In accordance with BBRD purchasing policies, for purchases of \$25,000.00 to \$74,999.99 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 finance office and the requesting department. Award recommendations exceeding \$15,000.00 will be submitted by the Community Manager for approval by the Board of Trustees, unless previously exempted or approved.

Upon BBRD staff's solicitation of bids, three (3) firms submitted bids to BBRD to sealcoat the Building A parking lot and repair and sealcoat the Building D/E parking lot:

Building A Parking Lot

Absolute Asphalt Services Inc. (\$19,725.00)
 All Florida Striping, Inc. (\$17,750.00)
 All National Pavement Management Services (\$36,468.94)

Building D/E Parking Lot

Absolute Asphalt Services Inc. (\$19,500.00)
 All Florida Striping, Inc. (\$14,290.00)
 All National Pavement Management Services (\$21,919.60)

Upon BBRD staff's review of each of these bids, staff determined that All Florida Striping, Inc. is the lowest responsive and qualified bidder for these projects.



Staff recommends the BOT <u>award a contract to sealcoat Building A parking lot and repair and sealcoat Building D/E parking lot in an amount not to exceed \$32,040.00 to All Florida Striping, Inc. and authorize the Community Manager to sign the contract.</u>



Absolute Asphalt Services Inc.

6 Old Post Rd Longwood, FL 32779 US (407) 878-3155 patrick@absoluteasphaltservices.com http://www.absoluteasphaltservices.com

Estimate

ADDRESS

Barefoot Bay Rec. District 625 Barefoot Blvd Sebastian, FL 32976 **ESTIMATE #** 4541 **DATE** 01/11/2024

A - Bldg

ACTIVITY		AMOUNT
Proposal to sealcoat, restripe and replace car stops.		0.00
Note		0.00
Note		0.00
Car stops		2,700.00
Remove and replace 18 car stops. Old car stops to be ha	auled away.	
Note		0.00
Clean		500.00
Entire asphalt surface to be cleaned with power equipme	nt prior to sealcoat applications.	
Note		0.00
Sealcoating		11,225.00
Spray (2) coats of coal tar emulsion sealer or asphalt/cla additive, to approximately 145,000 sq. ft. of asphalt surfa Specifications.		
Note		0.00
Paint		5,300.00
D.O.T. approved paint: Re-stripe as existing.		
EN - P TOP O'THE STATE IN PROPERTY AND A SHARE STATE OF THE STATE OF T		A
This proposal is valid for 30 days.	TOTAL	\$19,725.00

Accepted By

Accepted Date

All Florida Striping, Inc. 208 York Dr. Cocoa, FL 32926

Date Estimate # 2155 1/9/2024

Phone: 321-591-4121 Federal Tax I.D. 46-3330030 DUNS Number: 078654526

paul@flstriping.com www.flstriping.com

Name / Address **Barefoot Bay Recreation District** 625 Barefoot Blvd. Sebastian, FL 32976

Project Name	Contact Name	Phone Number	Cell Number
625 Barefoot Blvd - Sealcoat & Restripe	Matt Goetz	772-664-2063	772-494-9985

mattgoetz	mattgoetz@bbrd.org			
Description		Total		
Proposal to install wheel stops, sealcoat asphalt surface and restripe No changes in parking lot layout are proposed.	parking lot to existing layout.			
Demo existing wheel stops and remove from site. Deliver and install 18 new concrete wheel stops.		\$2,250.00		
Clean area to be sealcoated using commercial blowers and brooms.				
Spray (2) coats of coal tar emulsion sealer with sand and latex additive 145,950 sq. ft. of asphalt surface. Sealer to meet or exceed Federal States (4 days)(If additional mobilizations are required, add \$1,200 per mobil	Specification RP355D.	\$10,945.00		
Restripe approximately 164 parking stalls, 40 handicap parking stalls, 6 stop bars, 12 directional arrows, 2,333 l.f. of 4" line, 1 crosswalk, 5 'NO PARKING / FIRE LANE' text messages and paint 39 bollards using FDOT approved, fast drying traffic paint.		\$4,555.00		
! avec No Dowleing / Fire Long stoppile to be supplied by owner				
Large No Parking / Fire Lane stencils to be supplied by owner **Note: Any services not specifically specified are not included under this proposal** **Note: Any permit requirements to be addressed by owner or owner's rep.**		0		
All Florida Striping is insured for your protection		v		
Payment due 15 days of invoice				
This proposal is valid for 30 days.	Total	\$17,750.00		
All Florida Striping proposes to furnish material and labor- complete in accordance with				

in full upon completion. All work is guaranteed as specified. Certificates of insurances provided upon request. After acceptance, this document shall be considered a binding contract. In the event it becomes necessary to employ an attorney to collect any amount due under this contract, the customer/owner shall pay all reasonable attorney's fees and cost incurred by All Florida Striping in collecting sums due under this contract. Any re-mobilization beyond our control will be a minimum charge of \$1,100 per trip.

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions are satisfactory and are hereby accepted upon as stated. You are hereby authorized to perform the work as specified. Payment will be made as outlined above. Please sign and return.



Delray Beach, FL 33444

Office: (561) 588-0949 Fax: (561) 588-2140

PROPOSAL January 16, 2024

Customer Information

Attn: Matt Goetz Property Service Manager Barefoot Bay Recreation District 895 Falcon Drive Barefoot Bay, FL 32976 P: (772) 664-2063 C: (772) 494-9985 mattgoetz@bbrd.org

Project Information 625 Barefoot Bay 625 Barefoot Bay Blvd. Barefoot Bay, FL 32976

SCOPE OF WORK

As per directions to perform the following work:

PROJECT COORDINATION:

- 1. Assign project manager to handle the project.
- 2. Provide break-out site plans with work schedules for the project.
- 3. Have a pre-construction meeting with the customer's designated representative and any interested parties.
- 4. Determine staging area for the equipment.

SEALCOATING: 2 Coats Spray; Approx. 141,688 Sq. Ft.

- 1. Secure area with cones and barricades.
- 2. Thoroughly clean the entire asphalt area.
- 3. Heavy oil spots will be treated with a bonding agent.
- 4. Apply by spray, first coat of commercial grade coal tar sealer that meets or exceeds federal specifications, with 2% latex additive and 3-5lbs of silica sand as per manufacturer's requirements mechanically agitated and applied at the rate of 1/5th of a gallon per square yard.
- 5. Apply a second separate coat of sealer with sand in the same quantity and proportion as the first coat.

STRIPING:

1. Restripe to existing using DOT approved latex traffic yellow, white and/or blue paints to match existing.

OPTIONS:

OPTION #1: To remove existing car stops and replace with new, please add \$105.00 PER CAR STOP to the contract amount.

☐ YES ☐ NO Initials ____ Please check one and Initial.





















• 1180 SW 10th St., Delray Beach, FL 33444

Coffice: (561) 588-0949 Fax: (561) 588-2140

Site Map:





















• 1180 SW 10th St., Delray Beach, FL 33444 • Office: (561) 588-0949

• Office: (561) 588-094 Fax: (561) 588-2140

AUTHORIZATION TO PROCEED AND CONTRACT

Propose to furnish the material and perform the labor necessary for the completion of project in accordance to specifications, and subject to conditions stated herein for the sum of:

THIRTY SIX THOUSAND FOUR HUNDRED SIXTY-EIGHT DOLLARS AND NINETY-FOUR CENTS \$ 36,468.94

1	\$ 105.00 per car stop	
OPTION	PRICE	
And please add prices to above contract an	nount of the following <i>ACCEI</i>	PTED OPTION(S), if any:

All Permit fees and any additional work required from the permit is excluded from the above amount.

All Prices quoted are valid for 30 days from the date of this proposal.

ACCEPTED: Prices, specifications, terms, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined below.

PAYMENT TERMS

We agree to pay the total sum or balance in full upon completion of this project.

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

PAYMENTS TO BE MADE AS FOLLOWS: 40% Deposit | 60% Upon Final Completion

	National General Manager
Signature of Approval by Client	Name: Kat Burkhardt
	Direct: (561) 819-3891
	Email: <u>kburkhardt@allcountypaving.com</u>
Printed Name	Vice President of National Accounts
Title/Position	Name: Aidan O'Boyle
	Direct: (407) 473-9206
	Email: aoboyle@allcountypaving.com
Date	

















1180 SW 10th St.. Delray Beach, FL 33444

📞 Office: (561) 588-0949 Fax: (561) 588-2140

CONTRACT TERMS AND CONDITIONS

- This proposal/contract including all terms and conditions shall become a legally binding attachment to any contract entered into between All County Paving National and the 1. financially responsible company for which the work will be performed.
- 2. In the event that any work is done under this agreement as amended, or any side agreement, by All County which work is on public property, the (Client/Owner) agrees and understands that the project property which it owns shall be charged with all indebtedness hereunder.
- 3. In the event of any litigation or other proceeding arising out of this agreement, the prevailing party shall be entitled to collect its attorneys' fees and all costs of litigation from the other party, including appellate attorneys' fees.
- 4. Job site will be barricaded during work. The contractor will not be responsible for persons breaking through barricades, tracking of materials or paint, damages to cars or persons trespassing in designated areas,
- This contractor recommends a civil engineer be retained for ADA upgrades, As such this contractor makes no claim that ADA upgrades will meet any/all local, state and federal 5. guidelines on ADA compliance,
- 6, All work is to be completed in a workmanlike manner according to standard practices,
- 7. 8. Our workers are covered by Workmen's Compensation Insurance.

 A certificate of Insurance will be issued upon request prior to commencement of work,
- All agreements contingent upon strikes, accidents or delays beyond our control. 10
- Owner to carry fire tomado and other necessary insurance upon above work
- 11. All County reserves the right to revisit the site if time has elapsed from the original proposal to acceptance,
- All material is guaranteed to be as specified.
- Material Costs Increase: Our prices may change with no warning based on US world oil prices. We base our price when we bid lhe project based on the price of asphalt at that time. In the event that a price increase happens, you will have a new fee to you as well unless stated in the specifications a guaranteed material price is included. Due to the fluctuations in the petroleum markets, All County reserves the right to impose a fuel surcharge.

 Due to price fluctuations on material costs, this contractor reserves the right to withdraw the proposal at any time prior to the commencement of work.
- 14
- 15.
- This proposal specifically excludes the acceptance of a "Pay when Paid Clause" payment clause
- 17
- 18.
- Actual Permit Cost, Procurement Fee of \$495,00 per permit and any additional work required by the permit(s) will be extra to the contract amount,
 Any punch list items must be submitted in writing. No repairs will be made until 90% of the invoice amount has been paid.
 Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.
- 20. 21.
- Any additional mobilizations for Paving will be billed at a rate of \$4,500,00 each. Any additional mobilizations for Sealcoating will be billed at a rate of \$1,750,00 each. Delays to All County shall be paid at rate of \$200,00 per half hour.
- Any broken car stops will be replaced at an additional cost of \$45.00 each.
- There will be a charge of \$47.50 above the Contract amount to dispose of used materials at an approved environmentally compliant waste facility.
- Reflective Pavement Markers are excluded from the warranty. Any additional reflective pavement markers that are required by the city code will be an additional charge of \$10.00 each to the contract amount.
- 26. Rain: If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible, If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded
- All County shall be provided with suitable access to the work area. If All County's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be performed and completed so as to permit All County to perform its work hereunder in an uninterrupted single shift operation.
- 28
- All County cannot work around vehicles, Management is responsible for towing when owners fail to comply with paving and or sealcoating schedule,
 Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from
- the scheduled work zone, If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicle.

 Site Services: The property is responsible to notify all landscapers and garbage companies to not provide service on our scheduled work day. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change. 30.
- 31. Not responsible for any damage to underground utilities.
- Existing Cracks with vegetation growing should be prepared with a weed killer such as 'Round Up' for several treatments before we arrive on the job Lawn Fertilization: should not be installed seven days before or after service. 32
- 33
- New pavement is susceptible to scuffing and marks until it has properly cured. As asphalt is a petroleum-based product the prices are subject to change if oil prices increase 34 dramatically.
- 35 Large cracks in the existing asphalt may reflect through the new asphalt in time.
- There will be a tire 'tracking'-this cannot be avoided, but the tracking marks will disappear in time.
- Standing Water: This contractor cannot guarantee elimination of standing water,
- 38 The asphalt surface that will be placed on this project will not have the finish and look of a sealcoat application. If sealcoat is desired at a later date, we will be happy to quote you
- Pavement Sealer: will take several days to fully cure and is sensitive to animal droppings, tree droppings; water stains from irrigation systems, ponding water & tire markings during 39. this time, This is normal and no reason to be concerned, it will fade over time, Areas of shade will take longer to dry and cure then areas in the direct sunlight.
- 40. Sealcoating is not a crack filler. All existing cracks in the pavement will still be visible for sealcoating.
- White Chalk Residue in Crack Areas: When sealcoating a parking lot with significant underwater issues a white residue that looks like salt may appear in the areas of cracks through the parking lot. This is a condition where the base material of limestone or another surface is drawn to the top of the surface. Since the surface is a dark black, this will be far more evident for a period of time,
- Overspray on Grass: where grass meets your pavement, you may expect a small "drift spray" of pavement sealer. This is normal and will disappear generally after the next mowing. Sprinklers: should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly
- sealed pavement is wet may wear prematurely.
- Please make sure street sweepers are cancelled during the sealcoating projects and should not be used on freshly seal coated properties.
- If there are any dumpsters in the scheduled area to be Seal coated please have them removed or moved to another area so we can seal under it. If they're not moved, there will be an additional mobilization fee to remobilize.
- 46. All County guarantees the sealer against peeling or flaking off of stable asphalt for a period of (1) year, excluding normal wear & tear. All County guarantees all workmanship and materials for up to (1) year, excluding normal wear & tear. Warranty starts at conclusion of work and is not valid until payment has been made in full.

 Driving on Surface: Once you start driving on paved/sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do but understand
- that when wheels are turned on a freshly paved/sealed asphalt surface, scuffing and turn marks will be evident.
- 48. Concrete Repairs: This contractor will not be responsible for damage to grass, sod, irrigation or any other underground utilities. Excavated materials will be left in the islands/landscaped areas.
- Concrete Grinding: Customer is aware that after grinding of the sidewalks, the concrete will be rough and not uniform in appearance. Customer is also aware that grinding of concrete will not eliminate the potential of a liability issue,





Absolute Asphalt Services Inc.

6 Old Post Rd Longwood, FL 32779 US (407) 878-3155 patrick@absoluteasphaltservices.com http://www.absoluteasphaltservices.com

Estimate

ADDRESS

Barefoot Bay Rec. District 625 Barefoot Blvd Sebastian, FL 32976 **ESTIMATE #** 4542 **DATE** 01/11/2024



ACTIVITY	AMOUNT
Proposal to sealcoat, restripe and replace car stops.	0.00
Note	0.00
Note	0.00
Car stops Remove and replace 93 car stops. Old car stops to be hauled a	13,950.00 away.
Note	0.00
Clean	500.00
Entire asphalt surface to be cleaned with power equipment price	r to sealcoat applications.
Note	0.00
Sealcoating Spray (2) coats of coal tar emulsion sealer or asphalt/clay emu additive, to approximately 37,000 sq. ft. of asphalt surface. Sea Specifications.	
Note	0.00
Paint D.O.T. approved paint: Re-stripe as existing.	1,750.00
This proposal is valid for 30 days.	TAL \$19,500.00

Accepted By

Accepted Date

All Florida Striping, Inc. 208 York Dr. Cocoa, FL 32926 Phone: 321-591-4121

Date Estimate # 1/9/2024 2154_REV1

Federal Tax I.D. 46-3330030

DUNS Number: 078654526

paul@flstriping.com

www.flstriping.com

Name / Address

Barefoot Bay Recreation District 1225 Barefoot Blvd. Sebastian, FL 32976

Project Name	Contact Name	Phone Number	Cell Number
1225 Barefoot Blvd - Sealcoat & Restripe	Matt Goetz	772-664-2063	772-494-9985
	mattgoetz@bbrd.org		
Description			Total
Proposal to install wheel stops, patch asphalt, fill cracks, s		e and restripe	
parking lot to existing layout. Correct ADA stall striping as i	needed.		
Demo existing wheel stops and remove from site.			
Deliver and instal 86 new concrete wheel stops. (not repla	icing ADA 5' walk way	wheel stops (7))	\$8,600.00
Tack with MS-1 tack to insure bond between existing and r	new asphalt. Deliver ar	nd install up to	
276 sf. ft. of type SIII hot asphalt and compact.	·		\$1,380.00
Rout and clean cracks greater than $1/4$ " in width to clean an	nd fill with a single com	ponent hot rubber	
composite sealant meeting FDOT specifications. **Total lir	near footage to be dete	ermined by client	
or client's representative** Add \$0.70 per linear foot ধ 2	45. a		
Clean area to be sealcoated using commercial blowers an	d brooms.		\$0.00
Optional: Tractor brooming for deep clean of asphalt. Add	\$1800 (1 day)		
Spray (2) coats of coal tar emulsion sealer with sand and I	atex additive, to appro	ximately	
37,145 sq. ft. of asphalt surface. Sealer to meet or exceed Federal Specification RP355D.			\$2,785.00
(1 days)(If additional mobilizations are required, add \$1,20	0 per mobilization)		
Restripe approximately 85 parking stalls, 8 handicap parki	ng stalls, 4 stop bars,	13 directional	
arrows, 291 l.f. of 4" line and 4 'NO PARKING' or 'FIRE LA	NE' text message usir	ng FDOT approved,	#4.000.00
fast drying traffic paint.			\$1,280.00
Grass around edge of parking lot to be prepped by owne	er or owner's rep prior t	o start	
Large No Parking / Fire Lane stencils to be supplied by o	owner		
Note: Any services not specifically specified are not inclu	uded under this propos	al	
Note: Any permit requirements to be addressed by owne	er or owner's rep.		
Payment due 15 days of invoice			
All Florida Striping is insured for your prote	ection	Total	\$14,045.00 }-
This proposal is valid for 30 days.			
All Florida Striping proposes to furnish material and labor- complete in acc	cordance with the above stat	ed specifications. Payment to b	e made \$14,290.00
in full upon completion. All work is guaranteed as specified. Certificates of	insurances provided upon r	equest. After acceptance, this d	contract
shall be considered a binding contract. In the event it becomes necessary the customer/owner shall pay all reasonable attorney's fees and cost incu	r to employ an attorney to col	collecting sums due under this	contract
the customer/owner shall pay all reasonable attorney's fees and cost incu	neu by Ali Florida Sulping in	collecting sums due under this	contract.

the customer/owner shall pay all reasonable attorney's fees and cost incurred by All Florida Striping in collecting sums due under this contract. Any re-mobilization beyond our control will be a minimum charge of \$1,100 per trip.

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions are satisfactory and are hereby accepted upon as stated. You are hereby authorized to perform the work as specified. Payment will be made as outlined above. Please sign and return.

Signature:	Date:	
Olgi latal o.		



₹ 1180 SW 10th St., Delray Beach, FL 33444

Office: (561) 588-0949 Fax: (561) 588-2140

PROPOSAL

January 16, 2024

Customer Information Attn: Matt Goetz
Property Service Manager
Barefoot Bay Recreation District
895 Falcon Drive
Barefoot Bay, FL 32976
P: (772) 664-2063 C: (772) 494-9985
mattgoetz@bbrd.org

Project Information **1225 Barefoot Bay** 1225 Barefoot Bay Blvd. Barefoot Bay, FL 32976

SCOPE OF WORK

As per directions to perform the following work:

PROJECT COORDINATION:

- 1. Assign project manager to handle the project.
- 2. Provide break-out site plans with work schedules for the project.
- 3. Have a pre-construction meeting with the customer's designated representative and any interested parties.
- 4. Determine staging area for the equipment.

SEALCOATING: 2 Coats Spray; Approx. 36,410 Sq. Ft.

- 1. Secure area with cones and barricades.
- 2. Thoroughly clean the entire asphalt area.
- 3. Heavy oil spots will be treated with a bonding agent.
- 4. Apply by spray, first coat of commercial grade coal tar sealer that meets or exceeds federal specifications, with 2% latex additive and 3-5lbs of silica sand as per manufacturer's requirements mechanically agitated and applied at the rate of 1/5th of a gallon per square yard.
- 5. Apply a second separate coat of sealer with sand in the same quantity and proportion as the first coat.

STRIPING:

1. Restripe to existing using DOT approved latex traffic yellow, white and/or blue paints to match existing.

OPTIONS:

amount	g car stops and replace with new, please add \$105.00 PER CAR STOP to the contract
Please check one and Initial.	□ YES □ NO Initials \$9030. ∞
	n. Ft, please add <u>\$875.00</u> to the contract amount.
Please check one and Initial.	YES NO Initials 2.50 Ln, Ff.
OPTION #3: To repair 179 Sq. l	Ft. of damaged asphalt, please add \$3,329.40 to the contract amount.
Please check one and Initial.	☐ YES ☐ NO Initials
Contact Us 855-499-PAVE	PRO USA JAPINA HAIOP BOMA

AllCountyPaving.com



• 1180 SW 10th St., Delray Beach, FL 33444

Graph Services (561) 588-0949 Fax: (561) 588-2140

Site Maps:























♀ 1180 SW 10th St., Delray Beach, FL 33444

Office: (561) 588-0949 Fax: (561) 588-2140

AUTHORIZATION TO PROCEED AND CONTRACT

Propose to furnish the material and perform the labor necessary for the completion of project in accordance to specifications, and subject to conditions stated herein for the sum of:

EIGHT THOUSAND SEVEN HUNDRED NINETY DOLLARS AND TWENTY CENTS

\$ 8,790.20 + opt 1 + opt 2 + opt 3 = \$21,919.60

ALCOHOLD A CONTRACT MARKET

And please add prices to above contract amount of the following ACCEPTED OPTION(S), if any:

OPTION	PRICE	Ministry (CR)
1	\$ 105.00 per car stop	9030 00 8925. W
2	\$ 875.00	
3	\$ 3,329.40	

All Permit fees and any additional work required from the permit is excluded from the above amount.

All Prices quoted are valid for 30 days from the date of this proposal.

ACCEPTED: Prices, specifications, terms, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined below.

PAYMENT TERMS

We agree to pay the total sum or balance in full upon completion of this project.

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

PAYMENTS TO BE MADE AS FOLLOWS: 40% Deposit | 60% Upon Final Completion

	National General Manager
Signature of Approval by Client	Name: Kat Burkhardt
Signature of Approval by Shorts	Direct: (561) 819-3891
	Email: kburkhardt@allcountypaving.com
Printed Name	Vice President of National Account
Title/Position	Name: Aidan O'Boyle
THOSE SOME	Direct: (407) 473-9206
	Email: aoboyle@allcountypaving.com
Date	







1180 SW 10th St.. Delray Beach, FL 33444

📞 Office: (561) 588-0949 Fax: (561) 588-2140

CONTRACT TERMS AND CONDITIONS

- 1: This proposal/contract including all terms and conditions shall become a legally binding attachment to any contract entered into between All County Paving National and the financially responsible company for which the work will be performed.
- 2: In the event that any work is done under this agreement as amended, or any side agreement, by All County which work is on public property, the (Client/Owner) agrees and understands that the project property which it owns shall be charged with all indebtedness hereunder
- 3, In the event of any litigation or other proceeding arising out of this agreement, the prevailing party shall be entitled to collect its attorneys' fees and all costs of litigation from the other party, including appellate attorneys' fees
- 4 Job site will be barricaded during work. The contractor will not be responsible for persons breaking through barricades, tracking of materials or paint, damages to cars or persons trespassing in designated areas
- 5. This contractor recommends a civil engineer be retained for ADA upgrades. As such this contractor makes no claim that ADA upgrades will meet any/all local, state and federal guidelines on ADA compliance.
- 6. All work is to be completed in a workmanlike manner according to standard practices.
- Our workers are covered by Workmen's Compensation Insurance.
- 8. A certificate of Insurance will be issued upon request prior to commencement of work,
- All agreements contingent upon strikes, accidents or delays beyond our control Owner to carry fire tomado and other necessary insurance upon above work,
- All County reserves the right to revisit the site if time has elapsed from the original proposal to acceptance.
- 12: All material is guaranteed to be as specified.
- Material Costs Increase: Our prices may change with no warning based on US world oil prices. We base our price when we bid the project based on the price of asphalt at that time, in the event that a price increase happens, you will have a new fee to you as well unless stated in the specifications a guaranteed material price is included. 13.
- Due to the fluctuations in the petroleum markets, All County reserves the right to impose a fuel surcharge.
- Due to price fluctuations on material costs, this contractor reserves the right to withdraw the proposal at any time prior to the commencement of work. This proposal specifically excludes the acceptance of a "Pay when Paid Clause" payment clause.

 Actual Permit Cost, Procurement Fee of \$495,00 per permit and any additional work required by the permit(s) will be extra to the contract amount. 15
- 16.
- 18. Any punch list items must be submitted in writing. No repairs will be made until 90% of the invoice amount has been paid,
- Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Any additional mobilizations for Paving will be billed at a rate of \$4,500,00 each.

 Any additional mobilizations for Sealcoating will be billed at a rate of \$1,750.00 each. 19
- 20.
- 22 Delays to All County shall be paid at rate of \$200.00 per half hour
- 23.
- Any broken car stops will be replaced at an additional cost of \$45.00 each.

 There will be a charge of \$47.50 above the Contract amount to dispose of used materials at an approved environmentally compliant waste facility.
- Reflective Pavement Markers are excluded from the warranty. Any additional reflective pavement markers that are required by the city code will be an additional charge of \$10,00 25 each to the contract amount,
- 26 Rain: If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer
- 27 All County shall be provided with suitable access to the work area. If All County's work is dependent upon or must be undertaken in conjunction with the work of others, such work
- shall be performed and completed so as to permit All County to perform its work hereunder in an uninterrupted single shift operation.

 All County cannot work around vehicles. Management is responsible for towing when owners fail to comply with paving and or sealcoating schedule.
- Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based 29 on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicle.
- 30 Site Services: The property is responsible to notify all landscapers and garbage companies to not provide service on our scheduled work day. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change,
- Not responsible for any damage to underground utilities. 31.
- Existing Cracks with vegetation growing should be prepared with a weed killer such as 'Round Up' for several treatments before we arrive on the job.
- 33. Lawn Fertilization: should not be installed seven days before or after service.
- 34. New pavement is susceptible to scuffing and marks until it has properly cured. As asphalt is a petroleum-based product the prices are subject to change if oil prices increase dramatically.
- Large cracks in the existing asphalt may reflect through the new asphalt in time,
- 36 There will be a tire 'tracking'-this cannot be avoided, but the tracking marks will disappear in time.
- Standing Water: This contractor cannot guarantee elimination of standing water. 37.
- The asphalt surface that will be placed on this project will not have the finish and look of a sealcoat application. If sealcoat is desired at a later date, we will be happy to quote you
- Pavement Sealer: will take several days to fully cure and is sensitive to animal droppings, tree droppings; water stains from irrigation systems, ponding water & tire markings during this time. This is normal and no reason to be concerned, it will fade over time. Areas of shade will take longer to dry and cure then areas in the direct sunlight. 39
- 40. Sealcoating is not a crack filler. All existing cracks in the pavement will still be visible for sealcoating.
- White Chalk Residue in Crack Areas: When sealcoating a parking lot with significant underwater issues a white residue that looks like salt may appear in the areas of cracks through the parking lot. This is a condition where the base material of limestone or another surface is drawn to the top of the surface, Since the surface is a dark black, this will be far more evident for a period of time.
- Overspray on Grass: where grass meets your pavement, you may expect a small "drift spray" of pavement sealer. This is normal and will disappear generally after the next mowing.
- Sprinklers: should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly 43. sealed pavement is wet may wear prematurely.
- Please make sure street sweepers are cancelled during the sealcoating projects and should not be used on freshly seal coated properties.
- If there are any dumpsters in the scheduled area to be Seal coated please have them removed to another area so we can seal under it. If they're not moved, there will be an additional mobilization fee to remobilize.
- All County guarantees the sealer against peeling or flaking off of stable asphalt for a period of (1) year, excluding normal wear & tear. All County guarantees all workmanship and materials for up to (1) year, excluding normal wear & tear. Warranty starts at conclusion of work and is not valid until payment has been made in full. 46 47
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- 49 Concrete Grinding: Customer is aware that after grinding of the sidewalks, the concrete will be rough and not uniform in appearance. Customer is also aware that grinding of concrete will not eliminate the potential of a liability issue.











Board of Trustees Meeting Agenda Memo

Date: Tuesday, February 27, 2024

Title: BBRD Volunteer Policy – Resolution 2024-03

Section & Item: 11.C

Department: Community Manager

Fiscal Impact: N.A

Contact: Kent Cichon, Community Manager

Attachments: Resolution 2024-03, Volunteer Program Guide, Volunteer Safety

Manual, Volunteer Service Agreement, Volunteer Descriptions,

Volunteer Application

Reviewed by General

Counsel: Yes

Approved by: Kent Cichon, Community Manager

Requested Action by BOT

Consideration and approval of Resolution 2024-03.

Background and Summary Information

BBRD residents and members of the BBRD BOT have previously expressed interest in permitting BBRD residents to serve their community, BBRD, through volunteering in various capacities. Upon BBRD staff reviewing potential opportunities that this initiative may provide BBRD operations, staff undertook an extensive process of researching and developing a comprehensive Volunteer Policy, procedures, forms, and descriptions of initial volunteer opportunities. This process included the review of the aforementioned documents and incorporation of recommendations from BBRD legal counsel and liability insurance providers.

The initial volunteer opportunities include: Host, Prep Cook, Event Clerk, and Workshop Keeper. Future opportunities may be developed as this volunteer initiative matures.

Volunteer opportunities will be posted in blocks of 3 months. One initial block will be posted, and individuals may sign up for posted days/times in which they are available. After 2 months have passed since this initial block is posted, a new 3-month block will be posted, and individuals may sign up for days/times in which they are available. The process will continue in this manner. The responsibilities of the volunteers will adhere to the responsibilities identified in the posted volunteer opportunity description for which the individual applied. Responsibilities for a volunteer opportunity may only be revised for a future 3-month block and those revised responsibilities will be posted prior to individuals signing up to volunteer for that 3-month block period.

Staff recommends the BOT approve Resolution 2024-03 adopting the BBRD Volunteer Policy.



RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT ESTABLISHING A VOLUNTEER PROGRAM BY ADOPTING A VOLUNTEER PROGRAM GUIDE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Barefoot Bay Recreation District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 418, Florida Statutes; and

WHEREAS, Chapter 418, Florida Statutes, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Trustees wishes to establish a program for District residents and other members of the public to engage with the District through various volunteer opportunities offered by the District; and

WHEREAS, the Board of Trustees wishes to adopt rules as set out in the attached Volunteer Program Guide for the effective administration of the volunteer opportunities offered by the District.

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

Section 1. The Volunteer Program Guide attached to this Resolution as **"Exhibit A"** is adopted effective immediately upon the adoption of this Resolution.

Section 2. The Board of Trustees authorizes District staff to develop and maintain additional forms, guidelines, applications, and other related documents to effectively administer the District's volunteer policy set out in the attached Volunteer Program Guide.

The foregoing Resolution was moved	for adoption by Trustee Th
motion was seconded by Trustee	and, upon being put to a vote, that vot
was as follows:	

Trustee Bruce Amoss
Trustee Joe Klosky
Trustee Jeff Grunow
Trustee Ann Hansen
Trustee Elaine Van Berschot

Return to: Barefoot Bay Recreation District 625 Barefoot Boulevard Barefoot Bay FL 32976-7305

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 27th day of February, 2024.

BAREFOOT BAY RECREATION DISTRICT

Bruce Amoss	
CHAIRMAN	
<u></u>	
Elaine Van Berschot	
SECRETARY	



VOLUNTEER PROGRAM

BAREFOOT BAY RECREATION DISTRICT VOLUNTEER PROGRAM CONTENTS

- A. Introduction
- B. Eligibility
- C. Request for Recruitment
- D. Application Procedures
- E. Background Investigation
- F. Departmental Responsibilities
- G. Volunteer Responsibilities
- H. Safety
- I. Policy Against Harassment
- J. Drug Free Workplace
- K. Confidentiality
- L. Employment
- M. Resignation/termination

BAREFOOT BAY RECREATION DISTRICT VOLUNTEER PROGRAM

A. INTRODUCTION

Barefoot Bay Recreation District Volunteer Program seeks to provide opportunities for volunteers to actively participate in and make a meaningful contribution to the operations of the District.

B. ELIGIBILITY

Any individual who wishes to contribute personal services to the District without expectation or receipt of compensation may be eligible for appointment as a District volunteer.

C. REQUEST FOR RECRUITMENT

It is the responsibility of the Department Manager or the staff liaison to notify Human Resources when volunteers are needed or when vacancies exist. Human Resources will then publicize the recruitment.

Announcements will be subject to a closing date (normally 30 days); however, can be publicized with an "open" closing date, which may be closed at any time, without prior notice.

D. APPLICATION PROCEDURES

- 1) All interested applicants shall complete a Volunteer/Community Services Application, which includes, but is not limited to the following forms:
 - a) Volunteer/Community Services Application
 - b) Background check authorization
 - c) Drug Testing Policy
 - d) General Safety Rules
 - e) Oath of Loyalty

E. BACKGROUND INVESTIGATION

Upon receipt of a Volunteer/Community Services Application the Human Resources Department will conduct a background investigation on the applicant to include, but not limited to:

- 1) Criminal History Check
- 2) Drug Test
- 3) Lift Test

Upon satisfactory completion of the background investigation, Human Resources will forward a copy of the application to the Department Manager or staff liaison notifying them that the volunteer has been cleared for appointment.

F. DEPARTMENTAL RESPONSIBILITIES

After the appointment of a volunteer, Department Manager or staff liaison shall:

- 1) Assign a Department Manager to closely work with and oversee the volunteer (for non-Commission appointed volunteers only)
- 2) Ensure that volunteers are provided orientation and their assignment explained in detail.
- 3) Provide instruction and training to ensure workers perform a task properly and safely.
- 4) Document and maintain records of specific training provided.
- 5) Provide supervision and instruction on District rules and requirements.
- 6) Keep the Human Resources Department informed as to the status of the volunteer's placement, any accidents or injuries, and continued use of the volunteer.
- 7) Provide recognition and show appreciation for the contributions of the volunteer on an on-going basis.

G. VOLUNTEER RESPONSIBILITIES

Volunteers have the responsibility to:

- 1) Obey applicable State and Federal laws, and District policies, procedures and guidelines.
- 2) Not appear for volunteer service under the influence of illegal drugs or alcohol.
- 3) Inform their supervisor or staff liaison at the beginning of the shift, if taking any over-the-counter or prescription medications, which may impair ability to perform volunteer duties;
- 4) Not go beyond the scope of assigned volunteer work, without authorization.
- 5) Refrain from repeating any confidential information obtained while volunteering with the District;
- 6) Perform duties in a safe manner.
- 7) Be professional and courteous to staff, other volunteers, and the public.

- 8) Be prompt, reliable and regularly attend assignments and dress appropriately.
- 9) Attend volunteer meetings and training, if scheduled.
- 10) Give the supervisor or staff liaison adequate notice, if unable to fulfill an assignment or commitment.
- 11) Immediately report to the supervisor or staff liaison any on-the-job injuries, illnesses or accidents.
- 12) Complete timesheets or logs, as requested.

H. SAFETY

Department Managers shall make sure that volunteers are thoroughly instructed and trained on how to perform tasks properly and safely. The District shall provide personal protective equipment, as required for the scope of work, and supervisors shall be responsible for providing adequate training in the proper use and care of equipment. All training shall be documented by department supervisors.

Volunteers are not allowed to drive District vehicles or operate equipment.

Volunteers shall immediately report any job-related injury, illness or accident, regardless or severity, to their supervisor or staff liaison.

I. POLICY AGAINST HARASSMENT

It is the policy of the District to foster and maintain a work environment that is free from discrimination and intimidation. The District will not tolerate harassment of any kind that is made by employees, volunteers, or members of the public. Employees and volunteers are expected to show respect or one another and the public at all times, despite individual differences.

Harassment is defined as verbal or physical conduct that demeans or shows hostility or aversion toward another employee, volunteer or members of the public. Examples of prohibited conduct include offensive remarks, comments, jokes or slurs pertaining to an individual's race, color, sex/gender, religion, age, national origin, disability or citizenship status.

If a volunteer observes harassment or feels they are being harassed, they should report the matter to their supervisor or staff liaison immediately, so the District can ensure that the conduct is stopped. If a volunteer is found to be in violation of this policy, they will be subject to corrective action, up to and including termination of volunteer status.

J. DRUG FREE WORKPLACE

It is the policy of the city to maintain a drug and alcohol-free workplace. The possession, use or trafficking of alcohol or drugs in the workplace poses unacceptable risks to the safe, secure and efficient operation of our organization and are strictly prohibited. A volunteer, who is found to be in violation of this policy, will be subject to corrective action, up to and including termination of volunteer status. Any volunteer using over-the-counter or prescription drugs during work time, which may impair the ability to perform the job, must notify his/her supervisor or staff liaison, prior to beginning work.

K. CONFIDENTIALITY

On occasion, a volunteer may witness an incident, be entrusted with information or have access to records or files deemed confidential in nature. It is the District's expectation that any volunteer privy to such information will respect and safeguard the trust and privacy rights of affected individuals. Violation of confidentiality is a serious breach of trust, and in some cases, of law. Disclosure of confidential information may result in termination of volunteer status, civil action or criminal prosecution.

L. EMPLOYMENT

The District has no obligation to place, interview or hire a volunteer for any paid position with the District.

M. RESIGNATION/TERMINATION

Volunteer placements are not permanent and may be terminated at any time, either by the District or the volunteer. A volunteer may be released from an assignment, if he/she fails to meet basic standards of professionalism set by the District and judged to be essential for performance. If resigning or if unable to perform a volunteer assignment for an extended period of time, volunteers are asked to give the District as much notice as possible.



Volunteers are an important resource for the district, that's why we are committed to taking the appropriate precautions to ensure your safety. Thank you for your time and effort.

BAREFOOT BAY RECREATION DISTRICT

General Rules

The primary responsibility of volunteers of the district is to perform their duties in a safe manner in order to prevent injury to themselves and others. Before beginning special work or new assignments, a volunteer should review applicable and appropriate safety rules.

NO VOLUNTEER IS EVER REQUIRED to perform work that he or she believes is unsafe or that he or she thinks is likely to cause injury or a health risk to themselves or others.

General Safety Rules

Prohibited Activities

Activities should exclude professional services where certification or licensing is required (i.e. electrical, construction, herbicide application, fitness instruction). Working from heights (i.e. ladders over 6ft, scaffolding), using hazardous powered equipment (i.e chainsaws) and transporting others on the district's behalf is prohibited.

Conduct

Horseplay and practical jokes are forbidden. Volunteers are required to work in an injury-free manner displaying accepted levels of behavior. Conduct that places the volunteers or others at risk, or that threatens or intimidates others, is forbidden.

Drugs and Alcohol

Use and/or possession of illegal drugs or alcohol while volunteering or on volunteer time are forbidden. Reporting as a representative of the organization while under the influence of illegal drugs or alcohol is forbidden.

Housekeeping

Clean up several times throughout the day, disposing of trash and waste in approved containers, wiping up any drips/spills immediately and putting equipment and tools away as you are finished with them.

The following areas must remain clear of obstructions:

- Aisles/exits.
- Fire extinguishers and emergency equipment
- All electrical breakers, controls and switches

Injury Reporting

All work-related injuries must be reported as soon as practicable.

Dress Code

You should dress appropriately for the conditions and performance of your duties.

General Emergency Guidelines

Volunteers should review the following guidelines to prepare for an emergency.

- Stay calm and think through your actions.
- Know the emergency numbers (fire/police/ambulance/911).
- Internal emergency number (Property Service- 772-494-9985 or Food & Beverage- 772-571-7121).
 - Human resources (772-664-3141)
- Know where exits are located.
- Do not hesitate to call or alert others if you believe that an emergency is occurring.
- First aid supplies are located in:

Bldg. A

- Kitchen wall on the left when you enter.
- Custodian office wall on the right when you enter.

Bldg. D&E

Custodian office

Pool 1

Billiards Room

Pool 2

Men's room

Pool 3

Men's room

Golf- Pro Shop

Administration Bldg.

• Lunchroom area on top of refrigerator

19th Hole

In the cabinet on the way to the kitchen

Lounge

• Cabinet under the cash register/service window

Property Services

Hallway to office

AED's

- Pool 1
- Pool 2
- Pool 3
- Pro shop
- Ranger (golf cart on golf course)

Softball field

Evacuation

- Volunteers will be notified of a fire alarm either by the fire alarm system or by a paged announcement.
- Upon becoming aware of a fire alarm, volunteers should immediately evacuate the job site without delay to retrieve personal belongings or to wait for co-workers. Also, all doors should be closed as the last person passes through.
- Supervisors should be the last to leave the area. Check the job site to be sure that all personnel have evacuated.
- Any volunteer with mobility, visual, hearing or other condition that may hinder them from becoming aware of an emergency or evacuating should request special assistance through human resources.
- Upon exiting the building, all personnel should report for a head count.
- If any volunteer is missing, an immediate report should be made to the incident commander who will in turn report to the first available fire department officer.
- Volunteers should stay together in a group so that periodic updates on the situation can be issued.
- The order to re-occupy a job site or building will be issued by the incident commander.
- In the event of inclement weather, the incident commander will make arrangements for all personnel to move to shelter.

Fire Safety

- Volunteers should alert other persons in the immediate hazard area.
- Any volunteer can activate a fire alarm and call 911 for an emergency situation.
- Trained volunteers can use a fire extinguisher, following these guidelines:
 - **P**=Pull the safety pin
 - **A**=Aim the nozzle at the base of the fire
 - **S**=Squeeze the operating lever
 - **S**=Sweep side to side covering the base of the fire

*When using a fire extinguisher, all volunteers in the vicinity must always stay between the fire and an exit, staying low and backing away when the fire is extinguished.

*If the fire is too hot or too smoky, volunteers are encouraged to evacuate immediately, discarding the fire extinguisher.

 Volunteers should notify the incident commander of the location of the fire. He or she will relay this information to the fire department.

Violence

 Any volunteer who feels that he or she has been threatened should immediately report the concern to a supervisor or to appropriate local authorities.

Emergency Guidelines

- If any person is observed exhibiting threatening behavior or making threatening statements, the individual who discovers the situation should warn others in the area and immediately notify a supervisor or human resources, staying away from the person exhibiting threatening behavior.
- Depending upon the level of concern, volunteers must call the police department (911) immediately.
- It is prohibited to confront any person exhibiting threatening behavior.

If volunteers have reason to believe that events in their personal lives or any other situation could result in an act of violence at work, they should privately discuss the issue with a representative of or human resources and develop a prevention plan together.

FIRE DEPARTMENT: Brevard County Fire Rescue- 301 Barefoot Blvd.

TELEPHONE: 911 or 321-633-2056

POLICE DEPARTMENT: Brevard County Sheriff's Office

TELEPHONE: 911 or 321-264-5100

EMERGENCY MEDICAL SERVICES (AMBULANCE): Brevard County Fire Rescue- 301 Barefoot Blvd.

TELEPHONE: 911 or 321-633-2056

HOSPITAL: Sebastian River Medical Center- 13695 US-1 Sebastian, FL 32958

TELEPHONE: 911 or 772-589-3186

DOCTOR: Shaw Medical Group- 947 Barefoot Blvd

TELEPHONE: 321-593-6999

Harassment Policy

The district does not tolerate harassment of our employees, volunteers, community members or guests. Any form of harassment related to a volunteer's race, color, sex, religion, national origin, age, citizenship status, veteran status or handicap is a violation of this policy and will be treated as a disciplinary matter. For these purposes, the term harassment includes, but is not limited to, slurs, jokes or other verbal, graphic or physical conduct relating to an individual's race, color, sex, religion or national origin; sexual advances; requests for sexual favors and other verbal, graphic or physical conduct of a sexual nature. The intentions to sexually harass another individual expressed through language, expressions and proximity to another is as detrimental as the actual act. Further, as of 1998, the Supreme Court recognizes that Title VII of the Civil Rights Act of 1964 also applies to same-sex harassment.

Violation of this policy by a volunteer shall subject that volunteer to immediate discharge.

Examples of conduct prohibited by this policy include, but are not limited to:

- Physical Actions:
 - Neck or shoulder massaging
 - Hugging, kissing or patting another's body
 - Touching oneself with sexual overtones while in the proximity of another
- Verbal Actions:
 - Whistling or making cat calls at another individual
 - Discussing sexual topics that make others uncomfortable
 - · Making comments about another individual's body parts and/or clothing
- Non-Verbal Actions:
 - Making sexual gestures with one's hands, tongue or other body parts
 - Looking an individual up and down
 - Winking, licking lips or blowing kisses at another individual

If you believe that you are being subjected to harassment, you should:

- 1. If you feel comfortable enough to do so, tell the harasser that his or her actions are not welcome and they must stop.
- 2. Report the incident immediately to a supervisor.
- 3. Report any additional incidents that may occur to one of the above resources.

All reported incidents will be investigated. Complaints, and actions taken to resolve complaints, will be handled as confidentially as possible given 's obligation to investigate and act upon reports of such harassment. Retaliation of any kind against a volunteer who reports a suspected incident of sexual harassment is prohibited. Anyone who violates this policy or retaliates against another staff member in any way will be subject to disciplinary action up to and including immediate dismissal.

General Safety Precautions

Fire Prevention

- 1. Smoking is allowed only in designated outdoor areas.
- 2. No candles or unauthorized open flames are allowed in the work area.
- 3. No flammable chemicals are allowed inside work area at any time unless they are specifically authorized for use. If there is a work-related need to use a flammable chemical, contact the supervisor for guidance on hazard communication and fire safety.
- 4. Volunteers may never start or run an engine in any area.
- 5. Gasoline, diesel and other fuels must be transported in approved, marked containers.

Lifting

- 1. Plan the move before lifting; ensure that you have an unobstructed pathway.
- 2. Test the weight of the load before lifting by pushing the load along its resting surface.
- 3. If the load is too heavy or bulky, use lifting and carrying aids such as hand trucks, dollies, pallet jacks and carts, or get assistance from a co-worker.
- 4. If assistance is required to perform a lift, coordinate and communicate your movements with those of your co-worker.
- 5. Position your feet 6 to 12 inches apart with one foot slightly in front of the other.
- 6. Face the load.
- 7. Bend at the knees, not at the back.
- 8. Keep your back straight.
- 9. Get a firm grip on the object using your hands and fingers use handles when they are present.
- 10. Hold the object as close to your body as possible.
- 11. While keeping the weight of the load in your legs, slowly stand.
- 12. Perform lifting movements smoothly and gradually; do not jerk the load.
- 13. If you must change direction while lifting or carrying the load, pivot your feet and turn your entire body do not twist at the waist.
- 14. Set down objects in the same manner as you picked them up, except in reverse.
- 15. Do not lift an object from the floor to a level above your waist in one motion. Set the load down on a table or bench and adjust your grip before lifting it higher.
- 16. Never lift anything if your hands are greasy or wet.
- 17. Wear protective gloves when lifting objects that have sharp corners or jagged edges.

Ladders & Stepladders: N/A -prohibited from use by any volunteers.

Housekeeping

- 1. Do not place materials, such as boxes or trash, in walkways or passageways.
- 2. Mop up water around drinking fountains, drink dispensing machines and ice machines immediately.
- 3. Do not store or leave items on stairways.
- 4. Do not block or obstruct stairwells, exits or accesses to safety and emergency equipment such as fire extinguishers or fire alarms.
- 5. Straighten or remove rugs and mats that do not lie flat on the floor.
- 6. Remove protruding nails or bend them down into the lumber by using a claw hammer.
- 7. Return tools to their storage places after use.
- 8. Use caution signs or cones to barricade slippery areas such as freshly mopped floors.

Electrical Safety

- 1. Electrical cords must be protected with specially designed cord protectors or kept out of areas where they will be damaged.
- 2. Operators must turn electrical appliances off using the switch, not by pulling out the plug.
- 3. All appliances should be turned off before leaving for the day.
- 4. Never run cords under rugs or other floor or ground coverings.
- 5. Immediately report all electrical problems.
- 6. The following areas must remain clear and unobstructed at all times:
 - Exit doors
 - Aisles
 - Electrical panels
 - Fire extinguishers

7. When using an extension cord:

- Look to see that the wattage labeled on the tool, appliance or equipment does not exceed the wattage limit labeled on the cord.
- Do not run the cord through doorways, holes in ceilings, walls or floors.
- Never remove, bend or modify any metal prongs on the plug of the cord.
- Do not use the cord under wet conditions.
- Do not plug one extension cord into another.
- Never drive over, drag, step on, walk on or place objects on a cord.
- Always unplug the cord when you have finished using it.
- Do not use the cord as a permanent power source.

Chemical Safety: N/A- Volunteers are prohibited from handling any hazardous materials or chemicals.

Machine Safety: N/A- Volunteers are prohibited from using any machinery.

Hand Tool Safety: N/A- Volunteers are prohibited from using any hand tools.

Office Safety

- 1. Do not work on any computer or office machine if your hands are wet or if you are standing on a damp surface.
- 2. Do not mount pencil sharpeners so that they protrude beyond the edges of desks or tables.
- 3. Do not stand on a swivel chair.
- 4. Do not raise the seats on swivel chairs beyond the point where your feet can touch the floor.
- 5. Do not compact material in the waste basket with your hands or your feet.
- 6. Do not use cardboard boxes as waste receptacles.
- 7. Do not leave file drawers open; always use handles to close them.
- 8. Do not stack file cabinets on top of one another.
- 9. Open one file cabinet drawer at a time.
- 10. Put heavy files in the bottom drawers of file cabinets.



VOLUNTEER SERVICE AGREEMENT

- 1. I know of no reason, medical or otherwise, which would prevent me from performing the tasks for which I have volunteered.
- 2. In accepting a position as a volunteer for the Barefoot Bay Recreation District ("District"), I agree to accept Voluntary Workers' Compensation coverage as the sole remedy for any injuries that I may sustain while providing uncompensated services for my community. The Voluntary Workers' Compensation coverage is in effect to pay for medical attention for actual injuries sustained while volunteering. Since volunteer service does not include wages, such compensation does not provide the same.
- 3. I have reviewed the duties of the position listed in the below volunteer description and confirm that I have the skills and ability to perform them, and that I have no physical or mental disability, which would prevent me from performing the duties, or place others or myself at risk or injury.

Volunteer Duties:	 	 	

- 4. I understand that I am not an employee of the District and may voluntarily cease my performance of the above-referenced "Volunteer Duties" at any time.
- 5. I agree to hold the District harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the District, or its agents, officers, or employees, arising directly or indirectly from the performance of my volunteer services under this Agreement or by any person on my behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property arising from my negligence.
- 6. I understand that if I use a privately owned vehicle on District business that the District is not liable for damages incurred either to me, the vehicle, or to others.
- 7. I will perform my services in compliance with the policies, procedures, and guidelines established by the District, and will honor any decision of the District to suspend or terminate my volunteer service. I will comply with Ch 119, Florida States, and the District's policies regarding the retention of public records.
- 8. I acknowledge I have received and reviewed in its entirety the District's volunteer safety guidelines and Volunteer Program Guide.

Volunteer Signature	
Signature Date	
Print Name	



Barefoot Bay Recreation District
Food & Beverage Department
Volunteer Help



<u>Host</u>

Key Responsibilities:

Duties will be performed during Food and Beverage weekly events:

- Greet customers in a friendly manner
- Seat customers at available tables, and hand out menus
- Maintain wait list
- Assist in bussing/resetting tables
- Notifying Manager on Duty of customer issues/feedback
- Able to stand for long periods of time
- Maintain positive attitude and stay calm during busy times

Prep Cook (Large Special Events)

Key Responsibilities:**

Assist kitchen staff in basic bulk tasks:

- Peel vegetables, such as potatoes, carrots, etc.
- Husk corn
- Roll silverware
- Set up buffet tables with chafing dishes, plates, utensils
- Standing and/or sitting during tasks
- Ability to adapt to changing conditions and instructions as the preparation for events occur

^{**}Will not include using knives, the slicing machine or heavy lifting

Event Clerk

Key Responsibilities:

Assist the F&B Manager during Special Events to coordinate activities prior and during the event:

- Decorate event areas and ensure area clean and organized
- Pass out "swag" at the event
- Collect tickets, place wrist bands on guests
- Maintain lists of persons participating in activities at the events
- Runner/liaison to staff who need supplies
- Standing for long periods of time
- Friendly, service-oriented attitude
- Maintain calm during busy times

Barefoot Bay Recreation District
Property Services Department
Volunteer Help



Workshop Keeper

Key Responsibilities:**

Duties are performed in the Falcon workshop area:

- Organization of tools
- Floor sweeping and cleaning
- Trash disposal
- Restroom cleaning
- Standing and/or sitting during tasks
- Bending and stooping during tasks

^{**}Will not include use of vehicles, power equipment and tools (with the exception of a shop-vac and handheld leaf blower), ladders, and blades

Selections Guidelines for all Volunteer opportunities:

- Formal Application
- Background Check
- Drug Testing
- Lift Test (25 pounds)

Requirements:

- Interpersonal Communication: Requires the ability of speaking and/or signaling people to convey or exchange information. Includes professional and courteous dialogues with BBRD Trustees, department heads, other BBRD staff and vendors. May include receiving instructions from the Community Manager.
- Verbal Aptitude: Requires the ability to record and deliver information, to explain procedures, to follow oral and written instructions.
- Must have minimal levels of eye/hand/foot coordination.
- Physical Communication: Requires the ability to talk and hear: (Talking: expressing or exchanging ideas by means of spoken words. Hearing: perceiving nature of sounds by ear.)
- Language Ability: Requires the ability to read work orders, logs, diagrams, etc. Requires the ability to speak to people with poise, voice control and confidence.
- Verbal Aptitude: Requires the ability to record and deliver information, to explain
 procedures, to follow oral and written instructions. Must be able to
 communicate effectively and efficiently in standard English and electrical and
 mechanical terminology.
- Color Discrimination: Does not require the ability to differentiate colors and shades of color
- Quality of Work: Maintains high standards of accuracy in exercising duties and responsibilities. Exercises immediate remedial action to correct any quality deficiencies that occur in areas of responsibility. Maintains high quality communication and interacts with staff and the general public.
- Interpersonal Temperament: Requires the ability to deal with people beyond giving and receiving instructions. Must be adaptable to performing under stress and when confronted with persons acting under stress.
- Dependability: Assumes responsibility for doing assigned work. Accepts accountability for meeting assigned responsibilities in the technical, human, and conceptual areas.
- Initiative and Enthusiasm: Maintains an enthusiastic, self-reliant, and self-starting approach to meet job responsibilities and accountabilities. Strives to anticipate work to be done and initiates proper and acceptable direction for the completion of work with a minimum of supervision and instruction.
- Cooperation: Accepts supervisory instruction and direction and strives to meet the goals
 and objectives of same. Questions such instruction and direction when clarification of
 results or consequences are justified i.e., poor communications, variance with District
 policy or procedures, etc.

- Relationships with Others: Shares knowledge with supervisors and staff for mutual and departmental benefit. Contributes to maintaining high morale among all department employees. Develops and maintains cooperative and courteous relationships with department employees, staffers and managers in other departments, representatives from organizations, and the general public so as to maintain good will toward the department and project a good departmental image. Tactfully and effectively handles requests, suggestions and complaints from other departments and persons in order to maintain good will within Barefoot Bay Recreation District. Interacts effectively with fellow employees, supervisor, professionals and the general public.
- Safety and Housekeeping: Adheres to all safety and housekeeping standards established by the District and various regulatory agencies. Sees that the standards are not violated. Maintains a clean and orderly workplace.

THIS VOLUNTEER JOB DESCRIPTION IS NOT INTENDED TO BE, AND SHOULD NOT BE CONSTRUED AS, AN ALL-INCLUSIVE LIST OF RESPONSIBILITIES, SKILLS OR WORKING CONDITIONS ASSOCIATED WITH THE POSITION. WHILE IT IS INTENDED TO ACCURATELY REFLECT THE POSITION'S ACTIVITIES AND REQUIREMENTS, MANAGEMENT RESERVES THE RIGHT TO MODIFY, ADD OR REMOVE DUTIES AND ASSIGN OTHER DUTIES AS NECESSARY. THIS JOB DESCRIPTION DOES NOT CONSTITUTE A WRITTEN OR IMPLIED CONTRACT OF EMPLOYMENT.

I have read the foregoing volunteer job description, understand it, and feel that I am capable of performing all of the necessary requirements stated above.

Volunteer Signature	
Print	
Date	

Barefoot Bay Recreational District Volunteer Application / Age 18+

Last Name	_ First Name
Address	
	State Zip
Email	
Telephone	
Emergency Contact Name	Relationship to You
Emergency Contact Telephone	
Current Employer / Former Employer if Retired	
Have you ever served in the US military? Describe.	
Highest Level of Education / Degree. Describe	
Have you ever volunteered with Barefoot Bay Recrea	ation District? Please describe.
Why do you want to volunteer?	
What are your special strengths, skills, talents or abil	ities?

Please indicate (\forall) the general days / times you are available to volunteer: (You may sign up to volunteer up to (3) months prior to the event)

Monday	Morning	Afternoon 🗆	Evening 🗆
Tuesday	Morning □	Afternoon □	Evening
Wednesday	Morning	Afternoon □	Evening
Thursday	Morning □	Afternoon □	Evening
Friday	Morning □	Afternoon □	Evening \square
Saturday	Morning □	Afternoon □	Evening \square
Sunday	Morning □	Afternoon □	Evening 🗆

Please indicate the					
MM/DD/YEAR you are					
available to begin					
volunteering:					

Are you interested in volunteering for special events that may occur in the evening, outdoors, or outside the District's normal operating hours? Y/N
Do you need any accommodations to volunteer?
Barefoot Bay Recreation District requires that all volunteers submit to a background check. Will you consent to a background check, and agree to provide the personal information and/or fingerprints required for this background check? Y/N
Do you possess a current Florida Driver's License? Y/N

NOTICE TO APPLICANTS

Pursuant to our commitment to equal employment or volunteering opportunity Barefoot Bay Recreation District does not discriminate in employment or volunteering on the basis of race, color, religion, national origin, sex, age, citizenship, disability, marital status, or any other legally protected status.

All applications are subject to Public Records Law, Florida Statutes, Chapter 119.

Qualified individuals with disabilities may apply and may be reasonably accommodated.

VOLUNTEER AGREEMENT

I agree (V) that as a volunteer for the Barefoot Bay Recreation District programs and events:

- I will represent the District in an appropriate and responsible manner at all times, and consider my volunteering a serious and professional commitment. I will dress in an appropriate manner for the position assigned.
- ☐ Be aware of and abide by the District's Volunteer Code of Ethics, and Social Media Policies and Procedures.
- □ Attend any orientation or volunteer education sessions as scheduled to maintain and enhance competence with assigned tasks.
- ☐ Act as a part of the District team with other volunteers and District staff.

 Page 2

	Be consistent about signing in and out to maintain an accurate record of your volunteer hours.
	Immediately contact District staff as soon as possible if you are not able to <u>volunteer during your assigned shift or if you are unable to be present for your entire shift</u> . District staff reserve the right to reassign volunteers who have excessive absences. I agree to provide the District with adequate notice before terminating my position as a volunteer.
	Immediately report all visitor injuries or illness to the Department Manager, no matter how minor. If a major injury or illness occurs, immediately call 911 and advise the Department Manager.
	I agree to hold Barefoot Bay Recreation District harmless and not responsible for any accident or illness I may incur during my volunteer duties.
tru Po	(print name) have completed this application athfully. I have read and will abide by Barefoot Bay Recreation District Volunteering Code of Ethics, and blicies/Procedures Manual. This agreement shall be construed and regulated under and by the laws of e State of Florida.
to	(print name) authorize Barefoot Bay Recreation Distric conduct a complete criminal history check as a basis of my placement as a volunteer with the District. Inderstand that I am to report any changes in my criminal history to the District.
Sig	gnature Date Signed

Board of Trustees Meeting Agenda Memo

Date: Tuesday, February 27, 2024

Title: Valley National Bank: Qualified Depository

Section & Item: 11.D

Department: Administration, Finance

Fiscal Impact: No

Contact: Charles Henley, Finance Manager

Attachments: Valley National Bank Qualified Depository

Reviewed by General Counsel: Yes

Approved by: Kent Cichon, Community Manager

Requested Action by BOT

BOT approval of Resolution 2024-02 identifying Valley National Bank to continue to be a supplier of normal banking services and an authorized depository for BBRD.

Background and Summary Information

On December 8, 2022, the BOT authorized the establishment of a banking relationship with Valley National Bank.

Valley National Bank requires the attached resolution when there is a change of members to the Board of Trustees to maintain its relationship with BBRD.

Staff recommends the BOT <u>approve Resolution 2024-02 to continue authorizing Valley National Bank to act as a depository for BBRD.</u>





	Branch: <u>861</u>	Government Services	
		Phone: Fax:	
	Bank Representative:		
		Signature	
	PUI	BLIC ENTITY RESOLUTION	
-	Bruce Amoss , the undersite , the undersite	signed, being duly elected or appointed and acting as the Chair ity"), located at 625 Barefoot Blvd , Barefoot Bay	_0
Na aut he	anized and existing under the laws of the State of tional Bank ("Valley") that at a meeting of the Boa thorized or required by law to designate depositor Public Entity, duly called and held on the	fFL , hereby certify to Valley and of Trustees or such other governing body (the "Governing Board"), as may be ries and to transact, or delegate the authority to transact, the financial business of	:
RE	SOLVED:		
1.	Valley National Bank, located and authorized to this Public Entity.	o do business in, is hereby designated as a depository of	
2.	The CHAIR, 1ST VICE CHAIR, 2ND VICE CHAIR, TREASURER, S		→ 1 1
		authorized, e.g., Supervisor, Chief Fiscal Officer, etc.) nereby authorized to open a bank account or accounts from time to time with Valle th title or titles as he/she or they may designate.	÷У
3.	deposit at Valley at any time is	pursuant to Paragraph 11 hereof, the maximum amount which may be kept on, provided, however, that Valley shall have no duty to determine whether the naximum amount or to take any action with regard to these deposits.	
4.	The CHAIR, 1ST VICE CHAIR, 2ND VICE CHAIR, TREASURER, S		
	(Indicate by Title person(s) a	authorized, e.g., Supervisor, Chief Fiscal Officer, etc.)	
	of Public Entity, signing SINGLY	nears of circuits items indicate a grangly crystype etc.)	-8
	and their successors and any other person auth ("Authorized Person(s)") is/are hereby authorized generated) signature(s), checks, drafts, accepta Notwithstanding the above, any Authorized Person without a signature; or (2) give instructions, by rincluding, but not limited to, the payment, transf	poses of signing items, indicate, e.g., singly, any two, etc.) norized by statute, regulation or court order on behalf of the Public Entity ed to sign, by hand or by facsimile (including, but not limited to, electronically ances and other instruments (hereinafter collectively referred to as "Items(s)"). It is authorized singly to: (1) initiate Automated Clearing House ("ACH") debits means other than the signing of an Item, with respect to any account transaction, fer or withdrawal by wire, computer or other electronic means (now existing or reproperty at any time held by Valley for account of the Public Entity ("Instructions").	Ť
5.	The CHAIR, 1ST VICE CHAIR, 2ND VICE CHAIR, TREASURER, S	SECRETARY	-
	(Indicate by Title person(s)	authorized, e.g., Supervisor, Chief Fiscal Officer, etc.)	
	"Funds Transfer Agreement", thereby designation	thout further action of this Governing Board to execute the Valley form entitled ng one or more individuals, whether or not such individuals be designated as rification of payment orders and issuance of written confirmations.	
3.	Valley is hereby authorized to honor and pay ite	ems, whether signed by hand or by facsimile (including, but not limited to,	
	resembles the specimens filed with Valley by th whether or not the form signature used on such to honor and pay Depository Transfer Checks, A including such as may bring about or increase a	ase of facsimile signatures, Valley is authorized to pay any Item if the signature ne Public Entity, regardless of how or by whom such signature was affixed and a Item was actually prepared by or for the Public Entity. Valley is further authorized ACH Debits, Instructions, and other orders given singly by any Authorized Person an overdraft and such as may be payable to or for the benefit of any Authorized or as to the circumstances of the issuance or the disposition of the proceeds thereof	١,

IN WITNESS WHEREOF, I have hereunto set my hand as	of the saidPublic Entity this			
day of, 20				
	Signature			
	Bruce Amoss			
	Name			
	Chair Title			
Attest (Second Officer) [To be attested to if the person executing these Resolutions is also a signatory on the Public Entity's account(s)]				
Signature				
Joseph Klosky				
Name				
1st Vice Chair				
Title				

Business Name & Mailing Address Barefoot Bay Recreation District 625 Barefoot Blvd Barefoot Bay FL 32976-7305

(initials) New Account information verified			BUS	BUSINESS SIGNATURE CARD					Signatures Required 1 2 3 4		
Location of Business Email	ation of Business (if different from Mailing Address) ail Business Phone					Business . Taxpayer le	Account # d# 59-2469707	4275552			
PRINCIPAL # 1 Na BRUCE AMOSS	ame				Title CHAIR						
Home Address 625 Barefoot Blvd				City	arefoot Bay FL	State .32976-7305		Zip		Home Phor	ne
Form of ID 1	Сору					orm of ID 2	□ Сору		☐ eFui	nds ChexSyster	ms
Authorized Signature				SS#					Mother's	Maiden Name	
PRINCIPAL # 2 No JOSEPH KLOSKY	ame				Title IST VICI	CHAIR		estin and illi		Production and the contract of	illor see oil
Home Address 625 Barefoot Blvd				City Barefoot Bay I	FL 32976-7305	State		Zip		Home Phor	ne
Form of ID 1	Сору					orm of ID 2	Сору		☐ eFu	nds ChexSyste	ms
Authorized Signature				SS#					Mother's	Maiden Name	
PRINCIPAL # 3 Na JEFF GRUNOW	ame				Title TREASU	RER				**************************************	
Home Address 625 Barefoot Blvd				City Barefoot Bay I	FL 32976-730:	State		Zip		Home Pho	ne
Form of ID 1	□ Сору					orm of ID 2	□ Сору		☐ eFu	nds ChexSyste	ms
Authorized Signature				SS#					Mother's	Maiden Name	
PRINCIPAL # 4 Na ELAINE VAN BER	ame SCHOT			M. a. al	Title SECRET	ARY			- Alexander		
Home Address 625 Barefoot Blvd				City Barefoot Bay	FL 32976-730	State 5		Zip		Home Pho	ne
Form of ID 1	□ Сору					orm of ID 2	□ Сору		☐ eFu	nds ChexSyste	ems
Authorized Signature				SS#					Mother'	s Maiden Name	9
PRINCIPAL # 5 Na ANN HANSEN	ame				Title 2ND VIO	CE CHAIR					
Home Address 625 Barefoot Blvd				City Barefoot Bay	FL 32976-730	State		Zip		Home Pho	ne
Form of ID 1	□ Сору					orm of ID 2	□ Сору		☐ eFu	nds ChexSyste	ms
Authorized Signature	Authorized Signature SS# Mother's Maiden Name)				
Under penalty of perjury either because I (we) ha (we) are no longer subje reporting and have not by your consent to any provious of the lower of the amended by Valley from the Account Disclosures	eve not been notified of the backup withholding been notified that the bat wision of this document we have read and agree from time to time and that and Rules.	backup withhol g. (Instruction i ckup withholdi other than the ee to be bound	lding as a to signer: I ng is termi certificatio by the Acc	result of a failure If you have been inated you shoul ons required to ave count Disclosure	e to report all in notified by the d strike out the void backup wit s and Rules. I	terest or divide IRS that you a language in cl hholding. I (we (we) further ac	ends, or the Int are subject to t lause 2 above) e) acknowledg knowledge tha	ternal Rever backup with). The Interr e receipt of at the Accou	nue Service has holding due to s nal Revenue Se Valley's Accou ınt Disclosures	s notified me (us) notified payee und rivice does not red nt Disclosures and and Rules may	that I der- quire d Rules.
Existing Customers - 0	Customer Due Diligen										-
I also certify, under pena Valley National Bank for notify the Bank of any ch	this business entity are	eneficial Owne current and ac	er(s), inclu- ccurate as	ding percentage of the date of th	(s) of ownership is account oper	o, Controlling F ning, I, or anot	Person and bu ther authorized	siness regis I representa	stration previous ative of the lega	sly certified to I entity will promp	tly
Authorized Signature		-	861						*		
Date Opened	Initial Deposit	Teller#	Br#	Date Closed	l Produ	ct Opened	Refe	rring Emp	loyee	Household	#
SPECIAL INSTRUCT	TIONS										
Affix Facsimile Signa	ture (stamp)										

Board of Trustees Meeting Agenda Memo

Date: Tuesday, February 27, 2024

Title: Lightning Detector and Warning System

Section & Item: 11.E
Department: Golf

Fiscal Impact: FY24 Budget: \$37,000

Contact: Kent Cichon, Community Manager, Bill Balash, Interin Golf

Manager

Attachments: Lightning Detector and Warning System Quotes-Bids

Reviewed by General

Counsel: Yes

Approved by: Kent Cichon, Community Manager

Requested Action by BOT

Consider the two (2) quotes/bids received for a lightning detector and warning system; award a contract; and authorize the BOT Chairman to sign the contract.

Background and Summary Information

BBRD currently uses <u>www.weatherbug.com</u> at no cost to BBRD. The following inclement weather procedures for the Golf Course were implemented in 2015:

When inclement weather approaches (lightning within a ten mile radius), our pro shop staff will immediately have golfers vacate the golf course. The following will occur:

- 1. This will be done by the Player Assistant sounding the air horn with one solid blast for 3 seconds.
- 2. The pro shop staff will call Pool 1 to let the pool host know of our closing for inclement weather.
- The pro shop attendant will immediately document on our inclement weather log the time of closing and the POC at Pool 1.
- 4. If the inclement weather clears, the pro shop staff will reopen the course.
- 5. The pro shop attendant will call Pool 1 and notify them of the reopening of the course. Again they will annotate the time and the POC of Pool 1.

NOTE: If inclement weather reoccurs, the pro shop attendant will again follow this procedure. We will not determine if a pool must be opened or closed. We are only informing the pool for BBRD activity continuity.

The procedures for pools are as follows:

Upon receiving a call from the Pro Shop staff that the Golf Course has been closed due to inclement weather (lightning within a ten-mile radius), the Pool #1 Pool Attendant will close Pool #1 and call the Pool Attendants at the other pools informing them to close those pools. The Pool #2 and #3 Pool Attendants will then close those pools. Upon receiving a call from the Pro Shop staff that the Golf Course has been reopened, the Pool #1 Pool Attendant will reopen Pool #1 and call the pool Attendants at the other pools informing them to reopen those pools. The Pool #2 and #3 Pool Attendants will then reopen those pools.

The Pool #1 Pool Attendant will monitor the weather through www.weatherbug.com during Golf Course afterhours. When inclement weather approaches (lightning within a ten-mile radius), the



Pool #1 Pool Attendant will close Pool #1 and call the Pool Attendants at the other pools informing them to close those pools. The Pool #2 and #3 Pool Attendants will then close those pools. If the inclement weather clears, the Pool #1 Pool Attendant will reopen Pool #1 and call the pool Attendants at the other pools informing them to reopen those pools. The Pool #2 and #3 Pool Attendants will then reopen those pools.

On June 27, 2023, the BOT adopted the BBRD FY24 Budget, which included a budget of \$37,000 for a reliable lightning detector and warning system to increase the safety of the residents and guests enjoying the outdoor amenities.

In accordance with BBRD purchasing policies, for purchases of \$2,000.00 to \$24,999.99 informal quotes are required from at least two sources. These quotations should be submitted in writing and kept on file in the finance office and the requesting department.

In accordance with BBRD purchasing policies, for purchases of \$25,000.00 to \$74,999.99 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 finance office and the requesting department.

Award recommendations exceeding \$15,000.00 will be submitted by the Community Manager for approval by the Board of Trustees, unless previously exempted or approved.

Two (2) quotes/bids were obtained for a lightning detector and warning system:

• FLASH Scientific Technology Inc. (\$4,788.00/Year)

• Systematic Technologies, LLC (\$31,325.00 – includes an estimated cost of \$4,350.00 for equipment

installation)

Staff recommends the BOT consider (1) <u>awarding a contract or approving a purchase agreement, as applicable, with one of the aforementioned vendors for a lightning detector and warning system and authorize the BOT Chairman to sign the contract or purchase agreement; or (2) direct staff to obtain a third quote/bid and submit a revised agenda item on a future BOT Regular Meeting Agenda for further consideration by the BOT.</u>

Creating a Safer Planet Using Advanced Al Weather Solutions

PROPOSAL

FLASH WEATHER AI SERVICES

2024

PROPOSED TO:

Barefoot Bay Recreation

FLASH

Page 58 of 78

About FLASH Weather Al



Flash Weather AI stands at the forefront of weather forecasting, driven by a mission to create a safer planet. Our state-of-the-art weather intelligence platform, powered by artificial intelligence and a unique patented meteorological algorithm, is revolutionizing how we understand and respond to severe weather. We provide the most accurate, real-time weather predictions, updating every 2 minutes for unmatched precision.

Our platform is designed to offer customized weather safety solutions across diverse industries, including sports, construction, insurance, and aviation. As a rapidly growing company with a global footprint in the USA, Canada, India, and South America, with plans for further expansion into 2024, Flash Weather AI is committed to offering unrivaled weather intelligence to individuals and organizations alike, contributing to a safer and more informed world.

FlashWeather.ai

Experience Premier Golf

Multiple Platforms. One Reliable Forecast.



State-of-the-art Dashboard



Text Notifications



Flash Lighting App

Enhance Your Safety and Efficiency with Precise, Predictable Weather Insights

- Patented Al Lightning with 99.6% Accuracy
- Know When and Where Lightning Will Occur
- Quickly Identify Safe "All Clear" Conditions
- Custom Map Updates Every 2-Minutes
- (f) Cost-Effective Weather Software Solution

FlashWeather.ai



Proposal To Navigate Weather with Confidence

Stay Ahead of Every Weather Change for Safer, Happier Golfers and a Stress-free Experience

- All-Weather Maps Dashboard
 - Watches and Warnings
 - Temperatures
 - Temperature Index
 - Wet Bulb Globe Temperature
 - Flash First Strike
 - Flash All-Clear
 - Current Radar and Lightning
 - o Today's Thunderstorm Outlook
 - Tomorrow's Thunderstorm Outlook
 - Day 3 Thunderstorm Outlook
 - Wind Gusts Over 30mph
 - Snow Total Over Next 3 Days
 - And more!
- Flash Alerts (text/email predictive lightning alerts)
 - Up to 10 users
- Access to Flash Weather App
 - Unlimited Users For First Year.

\$4788/yr

Included

Included

Pricing Proposal

Prepared on:	February 14, 2024
Quotation #:	1842
Offer Expires:	May 15, 2025



2210 16th Ave North St. Petersburg, FL 33713 Tel 1.727.369.8698 Cell 1.941.812.4779

Attention		
Attention:	Kent Cichon - Community Manager, Kcichon@BBRD.org	
Organization	Barefoot Bay Recreation District	
Address	Barefoot Bay, FL 32976	
Country	United States	
Distributor	Systematic Technologies, LLC; Wayne Sexauer	

Systematic Technologies is pleased to present this pricing proposal for Barefoot Bay Recreation District

The equipment noted is manufactured by Wxline, in business since 2001.

Wxline is an established leader in the design and manufacture of state-of-the-art systems which address the most demanding lightning safety and equipment protection needs.

We look forward to working with you to protect members and staff from the effects of lightning.

Terms & Conditions: Pricing All prices quoted in US dollars

Payment Terms 30% Deposit NET due on receipt

Delivery 45-60 DAYS ARO

Standard Warranty One year after date of shipment

Shipping Not Included - Actual costs added to final invoice
Taxes Not Included - Actual costs added to final invoice

Prepared by Wayne Sexauer

Systematic Technologies, LLC - Current Project list







Miami International Airport

Вкоок 5~





McArthur Golf Club





Тне







- > Customer has requested equipment for 3 pools and 1 executive golf course
- > Initial request was for One Siren\Strobe station at golf course and One Strobe only station at each pool
- > Installation is based on average installs and was done without a site visit. Pricing may vary depending on site requirements
- > Pricing is based on AC power being provided within 3' of installation point. If power is not available, solar power source will be required
- > If underground obstacles are encountered, additional charges may apply

Product	Part #	Description	Unit Price	Product Photo	Qty	Line Total
Strike Guard Lightning Warning System Detects lightning and provides indoor warnings.	SG001	Strike Guard Sensor, mounting hardware, and tripod; Lightning Data Receiver with alarms, relays, battery back-up and PC-ready output; 30-meter simplex fiber-optic cable. Includes USB memory stick with User's Guides. Units can be installed in recommended panels or wall mounted	\$9,965		1	\$9,965
Walter	WAVE TROS I	WAVE Interface Transmitter replace first generation WAVE TD04. Wireless and Fiber antic Interface	#0.000	Г	4	\$2,000
Wxline WAVE Transmitter Controller for remote equipment. Relays system state	WAVE-TR01-v2-I	WAVE Interface Transmitter replaces first generation WAVE-TR01. Wireless and Fiber-optic Interface, touch screen, antenna, 70ft antenna cable, AC power supply and battery-backup. A Strike Guard Interface is provided to connect the Strike Guard Lightning Data Receiver and WAVE Interface Units can be installed in recommended panels or wall mounted	\$3,980		1	\$3,980
WAVE Siren Station Dual	WAVE-SS02-SO-ST	Multi-function, Double remote siren station with TWO all-weather 120-degree directional horns, one high-	\$4,550	8	1	\$4,550
with Solar and Strobe Golf Course WAVE Siren Station with AC and Strobe only	WAVE-SSUZ-SU-ST	Initial pricing shows 1 siren for golf course. Depending on sound level requirements, additional sirens can added to enhance sound coverage. Station can be wall mounted or pole mounted Tripod not included Multi-function, Strobe Only AC powered remote siren station with One high-intensity strobe, radio receiver, battery back-up, mounting plate and antenna.	\$2,580		3	\$7,740
3 remote POOLs		Station can be wall mounted or pole mounted - Pricing is based on AC power being provided within 3' of installation point. If power is available, power will have to be sourced (time+material) or solar power source will be required Tripod not included				
Installation materials Mounting pole		Mounting Pole and installation materials (per receiver / strobe / siren) 4 X 6 X 16 Pressure Treated wood post - painted Black OPTIONAL ITEM - "Semi-Permanent" Aluminum pole, black - 5"x5"x20'x1/4"wall (\$1,600.00 ea.)	\$185	SYSTEMATIC TECHNOLOGIES	4	\$740
Equipment installation ** Estimated **		Providing labor, training, expenses and miscellaneous installation material to install and test the equipment noted above Estimated based on standard installation -	\$4,350	SYSTEMATIC TECHNOLOGIES	1	\$4,350

Product	Part #	Description	Unit Price	Product Photo	Qty	Line Total
Freight and travel expenses		FREIGHT AND TRAVEL ARE NOT INCLUDED ** ESTIMATED Actual costs will be added to final invoice where applicable	\$1,000			
				Total (US \$)		\$31,325

OPTIONAL ITEMS LISTED BELOW

		OPTIONAL ITEMS LISTED BELOW			
Wxline Bulkhead enclosure Secure enclosure without PC	WxEIB	Strike Guard Lightning Data Receiver & WAVE Transmitter (sold separately) are assembled and mounted in a 20X16X10 enclosure with clear door and complete lightning protection for incoming conductions and power supply	\$2,320		\$0
Wxline PC Secure enclosure with PC included	Wx-PC	Strike Guard Lightning Data Receiver & WAVE Transmitter (sold separately) are assembled and mounted in a 20X16X10 enclosure with flat-panel industrial touch-screen PC mounted on WxEIB door. The latest Microsoft Windows and Strike View Software installed and registered for plug-and-play functionality Bulkhead connections include USB, HDMI, Ethernet, and power. Integral batteries for continuous functionality in a lightning environment. SEE STRIKE VIEW PRO SOFTWARE LITERATURE FOR ADDITIONAL OFFERINGS	\$7,590		\$0
Wxline Extended Warrant	y SG003	Warranty extension from one to three years on the Strike Guard sensor	\$1,340.00	WXLINE	\$0.00
Wxline Extended Warrant	y WAVE-TR-EWAE	Warranty extension from one to three years on the Wave transmitter	\$420.00	WXLINE	\$0.00
Wxline Extended Warrant	y WAVE-SS-EWAE	Warranty extension from one to three years on each Wave siren station	\$420.00	WXLINE	\$0.00
Wxline Extended Warrant	y WAVE-PC-EWAE	Warranty extension from one to three years on the Wxline PC	\$1,340.00	WXLINE	\$0.00
				Total (US \$)	\$31,325

Signature below indicates acceptance of the above proposal in its entirety along with all terms and conditions denoted above. Work may begin after receipt of signed proposal and any applicable deposits.

Authorized signature	PO number	Date	



Strike View Server runs on a Windows® or Mac® computer connected to the Strike Guard Lightning Data Receiver to provide lightning data displays, e-mail notification, audible and visual lightning alarms, and lightning data logging.

Strike View helps the user to categorize lightning data, analyze storm progression, and estimate the time to resume operations. Strike View expands upon the information presented by the Lightning Data Receiver.

The network feature allows for multiple Strike View Servers to be viewed on a single Strike View Client display page.



Strike View Server during an active local thunderstorm.

STRIKE VIEW DELIVERS:

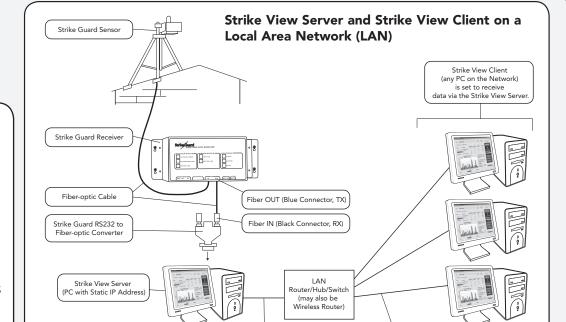
- Lightning counts in three range categories: Caution (<20 miles), Warning (<10 miles) and Alarm (<5 miles)
- · User-defined e-mail notification for lightning and all-clear conditions
- User-set audible and visual alarms
- System state indicators, lightning data logging, and histogram
- Countdown to "No Lightning Detected"
- Lightning-proof fiber-optic link between Lightning Data Receiver and computer
- Strike View Server and Strike View Client applications operate across a local area network (LAN) for multiple access points



Strike View Client software shows three Strike Guard sensors across a LAN.



Strike View Client easily toggles between different Strike View Servers.



CAT5e

CAT5e or Wireless Network to Clients

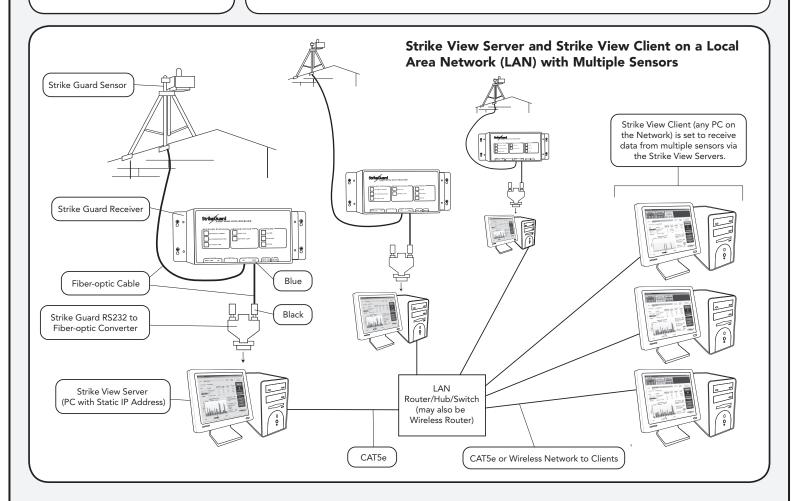
SOFTWARE SPECIFICATIONS:

COMPUTER REQUIREMENTS: 256MB; Pentium III or higher recommended

PLATFORM: Microsoft Windows® 2000/XP/Vista/Windows® 7 OR Macintosh OS X

INTERFACE: Strike Guard RS-232 to Fiber-optic Converter to PC's 9-pin serial port or USB Port with adapter CABLE: Rugged, connector-less PCS PMMA fiber-optic cable

FORMAT: Installation CD, thumb drive, or online download



Contact Wxline for a Strike View demonstration.



Wxline, LLC • 3924 North Calle Casita • Tucson, AZ 85718 • USA

Toll Free: 1-800.615.0340

Int'l: ++ 520.615.9999 • Fax: 520.615.0030

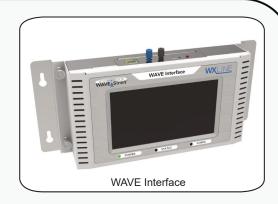
www.wxline.com





The WAVE Interface provides a range of control inputs to initiate the automated activation of remote WAVE Siren Stations and WAVE Sequencers.

The WAVE Interface communicates using fiber-optic cable, dry-contact relays, and radio signals and connects to the Strike Guard System for automated operation. The front-panel LED lights provide ongoing Indications of the system status and the 4K touch-screen display allows for intuitive programming, real-time monitoring, and detailed system performance indications.



The WAVE Interface is compatible with first-generation - v1 WAVE Siren Stations and WAVE Sequencers and serves as the platform for communication with next generation - v2 WAVE Siren Stations and WAVE Sequencers. The WAVE Interface expands upon the capabilities of the WAVE Transmitter and allows The user to program the system specific to the needs of the application.

WAVE INTERFACE DELIVERS:

- Interface to Strike Guard Lightning Data Receiver using fiber-optic or dry-contact signals
- Fiber-optic communications to WAVE Siren Station and WAVE Sequencers
- Integral battery back-up for ongoing operation during commercial power failure
- Radio communication to remote WAVE Siren Stations and WAVE Sequencers
- Fiber-optic connection to Strobe Module (Fiber-optic module)
- Manual activation via touch-screen commands
- Expanded customization and programming options



The WAVE Interface is the next-generation solution for automated activation of audible and visual alerts based on lightning threat levels determined by Strike Guard. The initiation of automated, active lightning protection schemes is managed through the WAVE Interface. First generation and next generation WAVE components are compatible with the WAVE Interface to ensure on going support for existing equipment without the need to upgrade entire system.

The WAVE Interface sends secure coded RF messages to activate an unlimited number of Siren Stations and Sequencers within a two mile radius. Extended-range antennas are also available.

The WAVE Interface Offers:

- 1. Easy programming through front panel switches and LCD
- 2. Comprehensive, automatic system status monitoring
- 3. Manual control or automated activation from external relay input
- 4. Manual Selection of desired transmission
- 5. Test-mode transmissions for communication tests



The WAVE Siren Station Offers:

- 1. Simplified installation and flexibility through modular design
- 2. AC-powered, Solar-powered, or Dual-Power capabilities
- 3. 1-4 horns per WAVE Siren Station; adjustable horn volume
- 4. Optional strobe or light stack provide visual indication of conditions
- 5. External indicators of system status
- 6. Super-high sound pressure level directional or omni-directional
- 7. Programmable hours of operation
- 8. Multi-stage strobe and audible notification







WAVE INTERFACE SPECIFICATIONS:

INSTALLATION: Wall-mountable.

ENCLOSURE: Powder-coated aluminum for indoor environment.

BATTERY: User-replaceable lead-acid batteries. Low-battery indicator. COMMUNICATION: 10 W, 27.255 MHz, DIP switch address programming.

SETTINGS: Hours of operation for external control input are programmable

DISPLAY: System status, power and transmit indicator

CONTROL INPUT: Contact-closure signaling. CAT 5 interface cable. EXTERNAL POWER: In-line switching power supply. Input 100-240 VAC, 50/60 Hz. UL, VDE, FCC, CSA, CE.

RANGE: Three mile radius, longer range with available high-gain antenna. ANTENNA: Standard 3 ft monopole antenna, 50 ft coaxial cable.

WAVE SIREN STATION SPECIFICATIONS:

INSTALLATION: Designed for tripod mount or pressure-treated wood pole mount

EXTERNAL INDICATORS: Status, power and communication.

CONFIGURATION: Up to four compression drivers per Siren Station.

HORN MOUNTING: Powdered aluminum mounting plate with horn orientation adjustments.

HORN SPL OUTPUT: 130 dB at 3 m.

COMPRESSION DRIVER POWER RATING: 100 W continuous.

AMPLIFICATION: Internal 150 W, class AB amplifier.

ENCLOSURE: NEMA 4X, corrosion resistant.

COMMUNICATION: Superheterodyne. Complete RF supervision.

BATTERY: 7 AHr user-replaceable lead-acid battery, 12 AHr with solar unit.

ANTENNA: Eight-inch monopole antenna. High-gain antenna available for longer

EXTERNAL POWER: Input 100-240 VAC, 50/60 Hz. Solar-powered option available. STROBE: Up to four strobes per station

Call us today to discuss your specific application needs and to locate an Authorized Distributor in your area.

Tel: +1.520.615.9999 • Fax: 520.615.0030 • www.wxline.com • info@wxline.com

Wxline Service, Shipping and Receiving 423 South Olsen Avenue, Tucson, AZ 85719 USA

Wxline Corporate Mailing Address 3924 North Calle Casita, Tucson AZ 85718 USA



Board of Trustees Meeting Agenda Memo

Date: Tuesday, February 27, 2024

Title: Special Magistrate Agreement with John Cary, Esq.

Section & Item: 11.F

Department: Administration

Fiscal Impact: N/A

Contact: Kent Cichon, Community Manager Attachments: Special Magistrate Agreement

Reviewed by General Counsel: Yes

Approved by: Kent Cichon, Community Manager

Requested Action by BOT

Consider and approve an Agreement between Barefoot Bay and John Cary, Esq. to provide special magistrate services on an as-needed basis.

Background and Summary Information

The District is in need of an attorney to serve as a Special Magistrate to review and adjudicate appeals of residents from certain decisions made by District staff pursuant to the guidelines and procedures established in the District's Policy Manual. Mr. Cary is the City Attorney for the City of West Melbourne and previously served as General Counsel for the District. Therefore, Mr. Cary is uniquely qualified to serve as a Special Magistrate for the District. Mr. Cary is offering his services at a rate of \$150.00 per hour, which is an incredibly competitive rate for this kind of service. The proposed Agreement has an initial term of one-year with three additional one-year renewals.

<u>Staff recommends that the Board of Trustees approve the Agreement with John Cary, Esq. for Special Magistrate</u> services and authorize the Chairman to execute the Agreement.



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2024, by and between BAREFOOT BAY RECREATION DISTRICT, (hereafter referred to as "BBRD"), whose address is: 625 Barefoot Boulevard, Barefoot Bay, FL 32976, and JOHN M. CARY, ESQ (hereafter referred to as "Contractor") whose address is: 2240 Minton Rd, West Melbourne, FL 32904.

WITNESSETH

WHEREAS, BBRD is an independent special district established under the laws of Florida; and

WHEREAS, Contractor is a licensed attorney providing legal services in the State of Florida; and

WHEREAS, BBRD is in need of an attorney to serve as a Special Magistrate to review and adjudicate appeals of residents from decisions made by BBRD staff pursuant to the guidelines and procedure established in the BBRD Policy Manual; and

WHEREAS, Contractor previously served as General Counsel for BBRD and is uniquely qualified to serve as a Special Magistrate; and

WHEREAS, it is determined to be in the mutual advantage of BBRD and Contractor to enter into this Agreement set forth herein.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, Contractor's specific agreement to the terms hereof, and the monies to be paid hereunder, BBRD agrees to appoint Contractor as Special Magistrate and Contractor agrees to perform the Scope of Services for BBRD upon the following terms and conditions:

AGREEMENT

- 1. **Recitals.** The above recitals are true and correct, form a material part of, and are incorporated into this Agreement.
- 2. <u>Scope of Services</u>. Contractor hereby agrees to make himself available to serve as Special Magistrate and hear appeals from BBRD residents as established in BBRD's Policy Manual. BBRD will give Contractor appropriate notice of preferred dates to hold hearings. Contractor agrees to appropriately review assigned case(s) prior to each hearing and prepare a written order for each case brought to a hearing.
- 3. <u>Compensation</u>. BBRD will pay Contractor the sum of one hundred and fifty dollars (\$150.00) per hour for services rendered to BBRD. There shall be no additional charges for travel time, travel expenses, or legal research tools such as Westlaw or Lexis.

- 4. <u>Term.</u> The term of this Agreement shall be for one (1) year from the date of the last execution of a party below. This Agreement may be renewed for (3) three additional one (1) year terms, upon written agreement by the parties. In the event of termination of this Agreement, Contractor shall be compensated for all work performed through the effective date of termination. This Agreement may be terminated by either party with thirty (30) days written notice.
- 5. Relationship of Parties/Insurance. The parties hereby agree and intend that the relationship of Contractor to BBRD is that of an independent contractor.
- 6. <u>Permits, Approvals, and Licenses.</u> Contractor agrees to maintain a valid Florida Bar License in Good Standing during the term of this Agreement.
- 7. <u>Amendments.</u> This Agreement may not be amended or modified unless by the mutual consent of all of the parties hereto in writing. All amendments or modifications shall be attached to this Agreement and made a part thereof.
- 8. Governing Law, Venue, and Attorney's Fees. This Agreement shall be governed by the laws of the State of Florida. Any action or legal proceedings to enforce this Agreement or any of its terms, or for indemnification, shall be exclusively brought and prosecuted in an appropriate court of jurisdiction in and for Brevard County, Florida, and the parties to this Agreement consent to the personal jurisdiction and venue of such courts and to the service of process by any manner provided by Florida law. In the event that any legal or equitable action is brought by either party to enforce the terms of this Agreement and/or regarding any work performed pursuant to the Scope of Services provided in Paragraph 2 of this Agreement, each party to this Agreement shall pay its own attorney's fees and costs associated with the bringing of such action.
- 9. Assignment and Binding Effect. The rights and obligations of the Contractor under this Agreement are personal. This Agreement may not be assigned or transferred in whole, or in part, by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure for the benefit of the parties hereto and their respective heirs and permitted successors and/or assigns.
- 10. <u>Severability</u>. This Agreement shall be construed to be valid and enforceable to the fullest extent allowed by applicable law. The invalidity or unenforceability of any term, sentence, or provision of this Agreement shall not affect the validity or enforceability of any other term, sentence or provision of this Agreement, which shall remain in full force and effect.
- 11. <u>Notices.</u> All notices, requests, demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or mailed registered or certified mail, return receipt requested, and postage prepaid:

If to BBRD:

GARRETT OLSEN, ESQ. BBRD General Counsel Vose Law Firm LLP 324 W. Morse Boulevard, Winter Park, Florida 32789

If to Contractor:

JOHN M. CARY, ESQ. 2240 Minton Rd, West Melbourne, FL 32904

or to such other addresses as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective on receipt.

- 12. <u>Consents and Authorizations</u>. By the execution of this Agreement, each party acknowledges and agrees that each such party has the full right, power, legal capacity and authority to enter into this Agreement, has had the opportunity to consult with legal counsel in advance of executing the same. The parties expressly agree that this Agreement constitutes a valid and legally binding agreement of each such party in accordance with the terms, conditions, and other provisions contained herein.
- This Agreement. This Agreement contains the entire agreement between the parties. This Agreement replaces any and all prior or other agreements or understandings, oral or written, between the parties hereto with respect to the subject matter hereof. The captions are for convenience of reference only and shall not control the interpretation of this Agreement. Contractor agrees that no other promises or inducements have been made to him unless contained in writing, attached hereto or incorporated herein by reference.
- 14. <u>Cooperation</u>. The parties agree to execute such reasonable necessary documents upon advice of legal counsel in order to carry out the intent and purpose of this Agreement as set forth herein.
- 15. <u>Gender and Number</u>. Unless the context otherwise requires, references in this Agreement to any gender shall be construed to include all other genders, references in the singular shall be construed to include the plural, and references in the plural shall be construed to include the singular.
- 16. Public Records. All documents, maps, drawings, data and worksheets prepared by Contractor for BBRD under this Agreement shall be deemed public records pursuant to Chapter 119, Florida Statutes and shall be maintained as public records by Contractor. Contractor agrees to provide access to such public records on the same terms and conditions that BBRD provides such public records and at a cost that does not exceed that provided for pursuant to Chapter 119, Florida Statutes or otherwise provided by law. Contractor agrees to ensure that public records that are confidential and exempt from disclosure are not disclosed except as authorized by law. Contractor agrees that upon termination of this Agreement, all proprietary interest of BBRD in its business assets, tangible or intangible, including records, files, lists and information which Contractor deals with or develops during the course of this Agreement shall

remain the sole and exclusive property of BBRD, and in no event shall Contractor acquire any interest therein. BBRD agrees that in the event of termination of this Agreement, Contractor shall promptly return at no cost to BBRD all public records documents in Contractor's possession at the time of termination. Duplicate public records that are exempt or confidential shall be destroyed by Contractor at the time of termination. Public records maintained by Contractor in an electronic format, shall be provided to BBRD in a format that is compatible with the information technology systems of BBRD at the time of termination.

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

CINDY MIHALICK DISTRICT CLERK 625 BAREFOOT BLVD. BAREFOOT BAY, FL 32976 (772)664-3141 CINDY.MIHALICK@BBRD.ORG

DADEEOOT DAY DECDEATION

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

TOTAL M. CADA ECO

DISTRICT	JOHN M. CARY, ESQ
By:Printed Name: As its:	By: Printed Name: JOHN M. CARY, ESQ
Date:	Date: 2/7/24

Board of Trustees Meeting Agenda Memo

Date: Tuesday, February 27, 2024

Title: Disability Fee Waiver Application Policy Discussion

Section & Item: 11.G

Department: Administration

Fiscal Impact: N/A

Contact: Garrett Olsen, General Counsel

Attachments:

Reviewed by General Counsel: YES

Approved by: Kent Cichon, Community Manager

Requested Action by BOT

Consider proposed language for a future amendment to the BBRD Policy Manual to provide for a definition of "Disabled Dependent" and corresponding policy for the creation of an application for fee waiver requests for Disabled Dependents.

Background and Summary Information

Draft language for "Disabled Dependent":

"Disabled Dependent" shall mean any individual, regardless of age, who is incapable of total self-support due to a physical or mental handicap and requires the supervision of an adult guardian to participate in recreation activities or enjoy District amenities due to their physical or mental handicap.

Policy language:

District staff shall utilize the Disabled Dependent fee waiver application approved by the Board of Trustees to process fee waiver requests. Any individual who is authorized to utilize District facilities and/or amenities may, on behalf of a Disabled Dependent, apply for a fee waiver for the Disabled Dependent. The applicant for such a waiver must be a family member or guardian of the Disabled Dependent. Following the approval of a fee waiver application under this section, the Disabled Dependent shall enjoy access to District facilities and amenities equal to the access enjoyed by the Disabled Dependent's family member or guardian.

Staff recommends that the Board of Trustees offer comments on the proposed language provided and direct the General Counsel to prepare a resolution to amend the BBRD Policy Manual to provide for a definition of "Disabled Dependent" and a corresponding policy for the creation of a fee waiver application for Disabled Dependents.





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: February 27, 2024

Subject: Manager's Report

Finance

Assessment received – 81.8% collected or \$3,792,468

Resident Relations

ARCC Meeting 2/13/2024

- 21 Consent Items all approved
- 17 Other Permits all approved

VC Meeting 2/9/2024

• 4 cases – all found to be in violation

The Violations Committee has two (2) vacant Alternate positions, and we are requesting residents that are interested in filling these positions to submit their resumes and letters of interest to the District Clerk.

Food & Beverage

- This Thursday, February 29th there will be a bourbon tasting and cigar event at the 19th Hole from 4:30-7:30pm. Come out and sip a new bourbon, purchase a cigar, and take in our local popular musician Allen Wronko who is always on fire!
- Tickets are on sale for corned beef dinners or sandwiches during the annual St. Patrick's Day celebration lakeside of the Lounge. Tickets for food may be purchased at the Lounge, the 19th Hole, or Administration Building. A full day of St. Paddy's events is planned by Barefoot Bay Food & Beverage and the Irish Club on March 17, 2024.

Food & Beverage (continued)

The 2024 Winter Beats series reaches a crescendo of excitement with the final shows in April.
The country's premiere celebrity illusionists, the Edward Twins, transform themselves into a
non-stop parade of stars on April 4th and Barefoot Bay's favorite Doo Wop dance night is held on
April 12th. Tickets went on sale today for the Doo Wop and there are a few tickets remaining for
the Edward Twins.

Property Services

- Set up and dismantling of the Barefoot by the Lake Festival
- Refueled all of the festival rental equipment
- Serviced BBRD equipment
- Constructed a new podium for Building A
- Located and repaired a leak at the Dottie Lane Garden Club
- Regraded the East Lake walking trail
- Assisted with the Administration Building flooring replacement
- Assisted in the return of the old Golf Course leased golf cart fleet and battery chargers and receipt of the new Golf Course leased golf cart fleet and battery chargers

Golf-Pro Shop

- The 6th Annual CVO Golf Tournament on Saturday, March 9th, is nearly sold out. This event is a 4 Person Scramble with an 8:30am Shotgun start. The deadline to sign-up is Tuesday, March 5th. Hole Sponsor donations for the CVO event are available for purchase in the Pro Shop. The cost per sign is \$40.00.
- The Barefoot Bay Club Championship will be held March 22nd & 23rd. This event is open to all Barefoot Bay Golf Course members with an active GHIN Handicap. Sign-up began on Friday, February 23rd.
- Our golfers have spoken, and the Golf Course has listened. Three retired tournaments from the past will be unretired and added to our 2025 Tournament Calendar (Night Golf, Sadie Hawkins, and the Chairman's Cup – F.K.A. the Mixed Team Championship). The Ladies Invitational, which was also retired, will be back next month.
- For details about these events call the Golf Pro Shop at 772-664-3174.
- As the new era of the Golf Course continues, a new Yamaha Golf Cart Fleet arrived Friday, February 2nd, to replace the old fleet, and has been a welcome improvement to our golfers' experience.
- Brightview Maintenance
 - Brightview continues to troubleshoot to keep our existing irrigation system up and running. Recent issues with old, missing, and loose wiring have been discovered and are being addressed. An example of this was the discovery of pump heaters that were never wired and put into use. These heaters are critical to prevent moisture build-up in the pump motors which prolongs their life span.
 - o Plugging on some of the bare areas of the greens due to poor drainage has started and will continue until completed. Plugs are currently being taken from the practice putting green.

