



**BAREFOOT BAY
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting
July 16, 2020 at 1:00 PM
Building D&E

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Presentations and Proclamations**
- 5. Approval of Minutes**
 - A. June 23, 2020 minutes
- 6. Treasurer's Report**
 - A. Treasurer's Report
- 7. Audience Participation**
- 8. Unfinished Business**
 - A. Phased Re-Opening Discussion
 - B. Resolution Calling for Referendum Election/Charter Spending Authority
- 9. New Business**
 - A. Building A Renovations Project: Waiver of Procurement Policies
 - B. Employee COVID-19 Policy
 - C. Revised Employee Handbook
- 10. Manager's Report**
 - A. Community Manager's Report
- 11. Attorney's Report**
- 12. Incidental Trustee Remarks**
- 13. Adjournment**

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

Barefoot Bay Recreation District Regular Meeting



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting (closed to the public)

June 23, 2020

7PM –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on June 23, 2020 Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 7PM.

Pledge of Allegiance to the Flag

Led by Mr. Repperger.

Roll Call

Present: Mr. Klosky, Ms. Henderson, Mr. Maino, Mr. Loveland and Mr. Compton. Also, present, John W. Coffey, ICMA-CM, Community Manager, Cliff Repperger, General Counsel, Stephanie Brown, District Clerk, and Matt Goetz, Property Services Manager.

Presentations and Proclamations

None.

Approval of Minutes

Mr. Loveland made a motion to approve the minutes dated June 12, 2020. Second by Mr. Maino. Motion passed unanimously.

Treasurer's Report

Mr. Maino made a motion to approve the Treasurer's Report for June 23, 2020 as read. Second by Mr. Compton. Motion passed unanimously.

Audience Participation

Mr. Coffey read a letter from Richard Schwatlow-636 Marlin Circle-who voiced his concern about the spending cap and what it applies to.

Frances Solecki-910 Yew Street-spoke in favor of making masks and social distancing mandatory.

Unfinished Business

Phased Re-Opening Discussion

Mr. Coffey gave an overview of the progress of Phase 2. Mr. Maino asked if Building C was open and if staff has come across any issues since Phase 2 was implemented. Mr. Coffey responded that Building C was not open, and things are going well in Phase 2. *Consensus of the Board to take no action at this time.*



BAREFOOT BAY RECREATION DISTRICT

Authorization for Chairman Klosky to Sign Shopping Center Lease for Building 1 Unit 2 and part of 3 (Old Barber Shop)

The Community Manager recommends the BOT authorize Chairman Klosky to sign the leasing documents with Shaw Medical Group for Building 1 Unit 2 and part of 3 (Old Barber Shop).

Mr. Maino made a motion to authorize Chairman Klosky to sign the leasing documents with Shaw Medical Group for Building 1 Unit 2 and part of 3 (Old Barber Shop). Second by Mr. Loveland. Motion passed unanimously.

New Business

Adoption of FY 21 Budget

Resolution 2020-08 read by Mr. Repperger:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT ESTABLISHING AND ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

Mr. Klosky commented that the FY21 budget was well-prepared, but he disapproved of borrowing one million dollars.

Mr. Compton made a motion to adopt 2020-08 as read. Second by Mr. Loveland. Motion passed 4-1. Mr. Klosky dissented.

Public Hearing and Adoption of FY 21 Assessment Rate

Resolution 2020-09 read by Mr. Repperger:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT ESTABLISHING AN ASSESSMENT OF \$816.00 FOR EACH IMPROVED RESIDENTIAL LOT WITHIN THE SAID DISTRICT TO FUND THE 2020/21 FISCAL YEAR OPERATING BUDGET OF THE DISTRICT; PROVIDING FOR THE COLLECTION OF SAID ASSESSMENT IN THE MANNER PROVIDED FOR AD VALOREM TAXES PURSUANT TO SECTION 197.363, FLORIDA STATUTES; PROVIDING THAT SAID ASSESSMENT SHALL BE A VALID LIEN UPON EACH IMPROVED RESIDENTIAL LOT SO ASSESSED UNTIL SUCH ASSESSMENT HAS BEEN PAID IN FULL; PROVIDING THAT SAID ASSESSMENT SHALL BE CONSIDERED PART OF THE COUNTY TAX SUBJECT TO THE SAME PENALTIES, CHARGES, FEES, AND REMEDIES PROVIDED FOR THE ENFORCEMENT AND COLLECTION OF COUNTY TAXES; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

Mr. Maino had a question about the definition of a residential lot and if the resolution would affect how lots were taxed. Mr. Repperger responded that the resolution will have no effect on what the DOR considers to be a lot.

Ms. Henderson made a motion to adopt 2020-09 as read. Second by Mr. Compton. Motion passed unanimously.



BAREFOOT BAY RECREATION DISTRICT

Discussion of Converting Area Behind the Shopping Center into a Passive Park

Ms. Henderson withdrew the idea a Passive Park Project and moved it for discussion to FY21.

Discussion of Calling for a Referendum to Increase the Charter Limit of \$25,000

Ms. Henderson spoke in favor of increasing the Charter limit. Mr. Loveland asked what the District would be looking to purchase, and the costs associated with having a referendum. Mr. Coffey responded primarily NRP purchases and referendum costs are not set and may vary based on elections. Mr. Repperger responded that the Charter limit is not just construction but acquisition of common, real or tangible property (new acquisitions). Mr. Repperger stated that it is not a tremendously costly process and referendum language is needed within next two Board Meetings to meet the deadline for the ballot. Mr. Loveland spoke in favor of education residents about Charter limits and creating a report stating the benefits of the NRP program. Mr. Maino agreed with Mr. Loveland. Mr. Compton asked if there is anything in the budget aside from the NRP that would benefit from the Charter limit being increased by \$125,000. Mr. Coffey responded that it would mostly benefit the NRP and the Charter limit does not hinder the overall operation process of the District. Mr. Compton spoke in favor of a Charter limit increase but disapproved of the \$125,000 amount.

Mr. Maino Made a motion to call for a referendum to increase the Charter limit to \$50,000. Second by Ms. Henderson. Motion passes unanimously. (General Counsel Repperger will bring back specific language for the Board to consider to a future meeting, to send to the Supervisor of Elections for the November ballot.)

Manager's Report

Resident Relations

ARCC Meeting 06/23/20 agenda

- 11 Consent items (10 approved and 1 denied)
- 11 Other items - approved
- 5 Old Business (2 approved, 1 approved with stipulations, and 2 denied)

Next ARCC Meeting will be on 07/07/20

Violations Committee Meeting 06/12/20

- 35 cases were on the agenda (30 came into compliance prior to the meeting and 5 were found in violation)

Violations Committee Meeting 06/26/20

- 17 cases are on the agenda

Food & Beverage

- Due to an unforeseen issue with removing the old flooring in the kitchen, we have pushed the opening (originally scheduled for Friday, June 26th) back to Wednesday, July 1st. Information will be posted on the F&B Facebook page, at the Lounge and Pro Shop.



BAREFOOT BAY RECREATION DISTRICT

Golf-Pro Shop

- Irrigation Satellite box installation in progress: expect completion 26Jun2020
- Irrigation system Design and Engineering
 - Received first quote from The Pignato Group
 - Seeking 2nd quote
- Lake bank repair: Left #1 beginning July 7th
- Golfers have been following group size of no more than 50 (per Governor's Executive Order) by picnic area after play
- Coming this summer: Details to be revealed on July 6th
 - Golf Staff vs. Member Invitational
 - This is a limited invitational event, but the public can come out and cheer (we will be following social distance protocols)

Property Services

- Completed stripping and re waxing the floor in Building D/E
- Replaced all the damaged ceiling tiles in the Lounge
- Removed items in the old barber/beauty shop per the terms of the tentative lease with Shaw Medical Group
- Repaired erosion impacted areas along Guinther bypass
- Removed all 19th Hole kitchen equipment in preparation of the new flooring installation
- Reset furniture at the pools for larger capacity under Phase 2 re-opening guidelines
- Began repairs to East lake path
- Repaired the electrical panel at the Tennis/Pickleball courts
- Addressed all current DOR violations
- Continued soliciting bids for various projects

General Information

- **Lounge/Lakeside Expansion Project Update** – Last week, staff participated in a virtual meeting to review changes to the conceptual site plan, food prep area, and outside bar. This week, staff reviewed conceptual elevations of the proposed work and provided feedback. Civil and structural components are the next steps in the design process.
- **Building A Sound System Upgrade Update** – Staff recently received an analysis of the current sound system with recommended upgrades. Staff will be meeting with Little Theater representatives (who made a donation to BBRD to off-set the cost of the project) soon to review the report and obtain their input regarding possible upgrades before proceeding.

Mr. Compton asked for a status update on mini golf. Mr. Coffey gave an update on the progress, including vendor delays.



BAREFOOT BAY RECREATION DISTRICT

Attorney's Report

Mr. Repperger stated all leases have been executed and he has been working on the Stuart Medical proposal. He gave an update on DOR cases and stated that the 10 cases are being filed this week. Mr. Repperger stated that Executive Order 2069 expires June 30th but anticipates that it will be extended to allow closed meetings to continue. If not, the first meeting in July would be open to the public.

Incidental Trustee Remarks

Mr. Loveland welcomed back staff and expressed his gratitude to Property Services for the work they have done. He also expressed his gratitude to the residents who made masks and making sure their neighbors are safe. Ms. Henderson expressed her gratitude to all the residents who have been abiding by the rules at the pools. Mr. Maino spoke in favor of no parking signs for common areas. Mr. Klosky stated he voted against the FY21 budget solely because of the million-dollar loan. He also expressed his gratitude to Property Services for their work.

Adjournment

The next meeting will be on July 10, 2020 at 1pm in Building D/E

Ms. Henderson made a motion to adjourn. Second by Mr. Compton. Mr. Klosky adjourned.

Meeting adjourned at 8:16pm

Roger Compton, Secretary

Stephanie Brown, District Clerk

Barefoot Bay Recreation District

Treasurer's Report

July 10, 2020

Cash Balances in General Fund as of 7/1/20

Petty Cash

Total Petty Cash: \$ 2,500.00

Operating Cash in Banks

MB&T Operating Account

2,583,624.78

Total Operating Accounts: 2,583,624.78

Interest Bearing Accounts

SBA Reserve Account

698,096.48

Total Interest Bearing Accounts 698,096.48

Total Cash Balances in General Fund:

\$ 3,284,221.26

Total Daily Deposits and Assessments Received for 6/16 - 7/1/20

Daily deposits: \$ 51,434.41

Assessments received: 157,946.37

Total Deposits Received \$ 209,380.78

Expenditures over \$5,000 for 6/16 - 7/1/20

Check Number	Vendor	Description	Check Amount
55674	Leesburg Concrete Co Inc	Restrooms at Beach Property	54,512.25
55675	MB Enterprises	2nd Payment Pool 1 Roof, Final Payment Lounge Roof	44,925.00
55683	Special District Services, Inc	Management Fees: 6/20	13,293.23
	US Treasury	Payroll Taxes - PPE 6/21/20	15,578.04
	Paychex	Net Payroll - PPE 6/21/20	52,813.32

Total Expenditures over \$5,000 \$ 181,121.84

Board of Trustees

Date: Thursday, July 16, 2020
Title: **Phased Re-Opening Discussion**
Section & Item: 8.A
Department: Administration, District Clerk
Fiscal Impact: TBD
Contact: John W. Coffey ICMA-CM, Community Manager
Attachments: BBRD reopening timeline
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

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

Background and Summary Information

On May 8, 2020 the BOT reviewed the proposed conditions-based re-opening timeline and reached a consensus to re-open the beach, keep the pools closed, and revisit this issue at each meeting going forward. On May 26, 2020 the BOT approved the remainder of Phase 1 re-opening effective June 8, 2020.

On June 12, 2020, the BOT voted to move into Phase 2 with the following specific re-opening dates and conditions:

Monday, June 15th

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

Wednesday, June 17th

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

Friday, June 19th

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

Monday, June 22nd

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

Friday, June 26th (later postponed to July 1st)

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

On June 23, 2020 the BOT took no action regarding this issue.

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

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

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

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

A Conditions Based “Reopening BBRD” Proposed Timeline

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

Phase 1

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

Phase 2

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

Phase 3

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

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

Phase 4

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

Board of Trustees

Meeting Agenda Memo

Date: Thursday, July 16, 2020

Title: **Resolution Calling for Referendum Election/Charter Spending Authority**

Section & Item: 8.B

Department: Administration, District Clerk

Fiscal Impact: Costs of Referendum Ballot Preparation, Drafting, and Translation

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

Attachments: Draft Resolution Calling for Referendum Election November 3 2020 Barefoot Bay Recreation District Charter

Reviewed by

General Counsel: Y

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



Requested Action by BOT

Consider approval of a Resolution calling for a Referendum Election to be held in conjunction with the General Election on November 3, 2020. If approved, the Board of Trustees would forward a proposed Resolution calling for a Referendum Election to the Brevard County Board of County Commissioners for consideration/adoption.

Background and Summary Information

In 2007, the Florida Legislature passed HB 1157(2007-293, Laws of Florida) authorizing an increase in the BBRD Charter expenditure limitation as provided in Article IV, Section 13 of the BBRD Charter from \$25,000 up to \$125,000.

Referenda initiatives were placed on the ballots in 2007 (\$125,000), 2011 (\$75,000), and 2014 (\$75,000), and each prior initiative failed to gain required approval by the registered electors of the District.

On June 23, 2020, the Board of Trustees discussed the application of the BBRD Charter expenditure limitation, particularly as it applies to limitations on the Board's ability to acquire distressed properties as part of the Neighborhood Revitalization Program (NRP) for the benefit of the Barefoot Bay community.

After determining that a modest increase in the expenditure limitation up to \$50,000 (well below the maximum amount authorized by the Legislature) would be of great benefit in improving the Board's ability to purchase NRP properties, the Board authorized the drafting of a resolution calling for a referendum election to be held in conjunction with the General Election on November 3, 2020.

The Supervisor of Elections Office has advised that ballot preparation costs could be applied if the referendum causes the ballot to exceed its current page limit. Also, a Spanish language translation fee of approximately \$100.00 will apply.

RESOLUTION 2020-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA CALLING A REFERENDUM ELECTION ON NOVEMBER 3, 2020 ON THE QUESTION OF WHETHER THE CHARTER OF THE BAREFOOT BAY RECREATION DISTRICT SHOULD BE AMENDED TO AUTHORIZE THE BAREFOOT BAY RECREATION DISTRICT BOARD OF TRUSTEES TO ENTER INTO CONTRACTS INVOLVING THE PURCHASE, LEASE, CONVEYANCE OR OTHER MANNER OF ACQUISITION OF COMMON REAL OR TANGIBLE PERSONAL PROPERTY WHERE THE COST, PRICE, OR CONSIDERATION FOR SUCH ACQUISITION DOES NOT EXCEED \$50,000 WITHOUT A TWO-THIRDS VOTE OF THE BOARD OF TRUSTEES AND REFERENDUM APPROVED BY THE ELECTORS OF THE DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA:

SECTION 1. AUTHORITY FOR RESOLUTION. This resolution is adopted pursuant to the authority of the Board of County Commissioners of Brevard County, Florida pursuant to Section 418.30, Florida Statutes regarding amendment of the charter of a Mobile Home Recreation District, and any other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby found and determined as follows:

- A. A charter has been adopted for the Barefoot Bay Recreation District entitled “Charter of the Barefoot Bay Recreation District;”
- B. The Barefoot Bay Recreation District Board of Trustees, has proposed certain amendments to the Charter of the Barefoot Bay Recreation District;”
- C. Section 418.30, Florida Statutes requires proposed amendments to a recreation district charter to be approved by a vote of the electors of the District and subsequently incorporated into an ordinance of the county or municipality which established said District;
- D. The general election to be held on November 3, 2020, is an appropriate and desirable date for the conduct of a concurrent referendum election;
- E. All things required to be done prior to the calling of a referendum election on the question of amending the Charter of the Barefoot Bay Recreation District have been done and it is now desirable to call the necessary referendum election.

SECTION 3. REFERENDUM ELECTION. A referendum election is hereby called and ordered to be held concurrently with the general election to be held on November 3, 2020, to

determine whether or not the amendment recited in Section 7 below to the Charter of the Barefoot Bay Recreation District shall be approved.

SECTION 4. NOTICE OF REFERENDUM ELECTION. This resolution shall be published twice in full as part of the Notice of Referendum Election, together with a notice in substantially the form attached hereto as Exhibit "A," in *Florida Today*, a newspaper of general circulation in the Barefoot Bay Recreation District. The publication shall be made by the Clerk to the Barefoot Bay Recreation District Board of Trustees at least thirty (30) days prior to the election; once in the fifth week and once in the third week prior to the week in which the election is to be held.

SECTION 5. PLACES OF VOTING, INSPECTORS, CLERKS. The polls will be open at the voting places on the date of such referendum election during the hours prescribed by law. All qualified electors shall be entitled and permitted to vote at such referendum election on the proposition provided below. The places of voting and the inspectors and clerk for the referendum election shall be those designated by the Supervisor of Elections of Brevard County, Florida.

SECTION 6. OFFICIAL BALLOT. The ballots to be used in the referendum election shall contain one question describing the proposed amendment to the Charter of the Barefoot Bay Recreation District, and shall be in substantially the following form:

BALLOT

Barefoot Bay Recreation District, Brevard County, Florida

NO. 1

**BAREFOOT BAY RECREATION DISTRICT CHARTER AMENDMENT
ARTICLE IV. 13.**

Shall the Barefoot Bay Recreation District Charter be amended to increase the Board of Trustees' common real or tangible personal property acquisition spending limit from \$25,000.00 to \$50,000.00?

YES (for approval)

NO (for rejection)

SECTION 7. CHARTER AMENDMENT. The full text of the amendments shall be as follows:

A. (Attached Draft Charter Ordinance with Amendments reflected specifically incorporated herein as Exhibit "B")

B. The above amendments shall take effect upon the adoption of an Ordinance of the Board of County Commissioners of Brevard County, Florida incorporating those amendments to the Charter of the Barefoot Bay Recreation District as approved of by the electorate.

SECTION 8. PAYMENT OF REFERENDUM ELECTION EXPENSES. The Barefoot Bay Recreation District shall pay all lawful expenses associated with conducting the referendum election.

SECTION 9. VOTER REGISTRATION BOOKS. The Supervisor of Elections for Brevard County is hereby authorized and requested to furnish to the inspectors and clerks at each place where the votes are to be cast in such referendum election, applicable portions of the registration books or certified copies thereof showing the names of the qualified electors.

SECTION 10. ELECTION ADMINISTRATION. The referendum election shall be held and conducted in the manner prescribed by law and shall, as soon as practicable, be returned and canvassed in the manner prescribed by law. The result shall show the number of qualified electors who voted at such referendum election and the number of votes cast respectively for and against approval of the amendment. Upon certification in the manner prescribed by law, the results shall be recorded in the minutes of the Board of County Commissioners of Brevard County, Florida.

SECTION 11. ELECTION RESULTS. If the majority of the votes cast at such a referendum election shall be "Yes (for approval)", the amendment shall pass.

SECTION 12. SEVERABILITY. In the event that any work, phrase, clause, sentence or paragraph hereof shall be held invalid by any court or competent jurisdiction, such holding shall not affect any other word, clause, sentence or paragraph hereof.

SECTION 13. REPEALING CLAUSE. All resolutions or other actions of Brevard County which are in conflict herewith are hereby repealed to the extent of such conflict or inconsistency.

SECTION 14. EFFECTIVE DATE. This resolution shall take effect immediately upon adoption.

DONE, AND ADOPTED in Regular Session of the Board of County Commissioners of Brevard County, Florida this _____ day of _____, 2020.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

CLERK

By: _____
BRYAN LOBER, CHAIR

EXHIBIT “A”

**NOTICE OF REFERENDUM ELECTION ON
AMENDMENTS TO CHARTER OF THE BAREFOOT BAY RECREATION DISTRICT**

Notice is hereby given that a referendum election shall be held to consider certain amendments to the Charter of the Barefoot Bay Recreation District. The referendum election shall be held on November 3, 2020, at which the questions described in the following resolution number 2020-_____ adopted by the Board of County Commissioners of Brevard County, Florida, on the _____ day of _____ shall be submitted to the electors:

[RECITE RESOLUTION]

EXHIBIT "B"

ORDINANCE NO. _____ -

AN ORDINANCE AMENDING ORDINANCE NO. 84-05 WHICH CREATED THE CHARTER OF THE BAREFOOT BAY RECREATION DISTRICT, AS AMENDED BY ORDINANCE NO. 96-53; ORDINANCE NO. 08-03; ORDINANCE 12-01; AND ORDINANCE 18-22; SPECIFICALLY AMENDING ARTICLE IV, SECTION 13 TO AUTHORIZE THE BAREFOOT BAY RECREATION DISTRICT BOARD OF TRUSTEES TO ENTER INTO CONTRACTS INVOLVING THE PURCHASE, LEASE, CONVEYANCE OR OTHER MANNER OF ACQUISITION OF COMMON REAL OR TANGIBLE PERSONAL PROPERTY WHERE THE COST, PRICE, OR CONSIDERATION FOR SUCH ACQUISITION DOES NOT EXCEED \$50,000 WITHOUT A TWO-THIRD VOTE OF THE BOARD OF TRUSTEES AND REFERENDUM APPROVED BY THE ELECTORS OF THE DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 1983 Florida Legislation has authorized the creation of independent special districts known as "mobile home park recreation districts" by the enactment of Sections 34 through 38 of Chapter 83-204, Laws of Florida; and

WHEREAS, the residents of Barefoot Bay, a mobile home subdivision located in Brevard County, Florida, petitioned the Board of County Commissioners of Brevard County to establish such a mobile home park recreation district for the said Barefoot Bay subdivision; and

WHEREAS, the formation of such a mobile home park recreation district for Barefoot Bay enabled the residents thereof to acquire, by and through the trustees of the district, ownership and operation of certain recreation facilities and common areas located within Barefoot Bay; and

WHEREAS, the Board of County Commissioners of Brevard County created such a district for Barefoot Bay by way of Ordinance 84-05, which was approved of by a majority of the electors residing in the proposed district; and

WHEREAS, Ordinance 84-05 has subsequently been amended by Ordinance 96-53, Ordinance 08-03, Ordinance 12-01, and Ordinance 18-22 adopted by the Board of County Commissioners of Brevard County which collectively represent the Charter for Barefoot Bay Recreation District; and

WHEREAS, Barefoot Bay, as described herein, is a "mobile home park recreation district" under Chapter 83-204, Laws of Florida; and

WHEREAS, the Board of Trustees of Barefoot Bay Recreation District have recently voted to propose the electors of the district certain amendments to the district Charter; and

WHEREAS, the electors have approved of the amendments to the Charter so proposed in a referendum election held on November 3, 2020; and

WHEREAS, in 2007, the Legislature of the State of Florida passed HB 1157, 2007-293, Laws of Florida, which provides authority for amendments to the Barefoot Bay Recreation District Charter regarding the District Board of Trustees' current spending limit of Twenty-five Thousand Dollars (\$25,000.00) to be made up to the limit of One Hundred and Twenty-Five Thousand Dollars (\$125,000.00), if approved by the registered electors of the District;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

Section 1. ARTICLE IV of the Charter of the Barefoot Bay Recreation District as established by Ordinance 84-05 as amended by Ordinance 96-53, Ordinance 08-03, Ordinance 12-01, and Ordinance 18-22, shall be amended to read as follows:

ARTICLE IV

POWERS OF DISTRICT

As provided in Section 36 of Chapter 83-204, Laws of Florida, the Barefoot Bay Recreation District shall have the following powers, and all further or additional powers as may be necessary or useful in order to exercise the following powers:

1. To sue and be sued and to have a corporate seal.
2. To contract and be contracted with.
3. To acquire, purchase, construct, improve, equip and maintain streets and lights, recreation facilities and other common areas of all types, including real and personal property within the area set forth in Article III above, whether such acquisition is by purchase, lease, gift or otherwise.
4. To levy and assess a special assessment known as a "recreation district tax" against all improved residential parcels within the district for the purpose of providing funds to implement the powers of the district, subject to the provision of Article VI herein-below.

5. To issue bonds or notes to finance, in whole or in part, the cost of construction, acquisition or improvement of common real or personal property of the district. The trustees of the district, in determining such costs, may include all costs and estimated costs of the issuance of the bonds or notes; all engineering, inspection, fiscal and legal expenses; all costs of preliminary surveys, plans, maps and specifications; initial reserve funds for debt service; the costs of the services of persons, firms, corporations, partnerships or associations employed, or consultants, advisors, engineers or fiscal, financial or other experts in the planning, preparation and financing of the district. The trustees are also hereby authorized to employ and to enter into agreements or contracts with consultants, engineers, attorneys, certified public accountants or fiscal, financial or other experts for the planning, preparation and financing of the district or any asset thereof upon such terms and conditions as the trustees deem desirable and proper. The district may pledge to the punctual payment of bonds, notes or revenue certificates and interest thereon an amount of the revenue from the special assessments known as recreation district taxes, as well as fees derived from the use of facilities and services of the district, including acquisitions, extensions and improvements thereof, sufficient to pay the bonds, notes and revenue certificates and the interest thereon, as the same shall become due, and to create and maintain reasonable reserves therefor.
6. To operate and maintain recreational facilities or to enter into arrangements with others for such operation and maintenance pursuant to contract, lease or otherwise.
7. To establish, charge and collect such reasonable fees as may be from time to time established by the trustees of the district for admission to or use of recreational facilities by residents and non-resident owners within the district, their family members, and guests, and such other persons and groups as the Trustees may authorize from time to time, and to apply such fees to the operation, maintenance, improvement, enlargement or acquisition of recreational facilities, or to the payment of bonds, notes or revenue certificates of the district.
8. To adopt and enforce rules for the use of the recreational facilities owned or operated by the district.
9. To employ all personnel, including private security guards deemed necessary for the operation and maintenance of the facilities of the district.
10. To adequately insure the facilities, properties and operations of the district, as well as the trustees of the district jointly and severally in the performance of their duties.
11. To buy, sell, property, rent or lease real and personal property, and to deliver purchase money notes in connection with the acquisition of property.
12. To adopt rules and regulations not inconsistent with existing deed restrictions and to use district funds in the administration and enforcement of such rules, regulations and deed restrictions. The Barefoot Bay Recreation District shall have the specific power to enforce those restrictions appearing in the following deeds of restrictions

and amended deeds of restrictions recorded in the official records of Brevard County, Florida, and all future amendments thereto:

<u>Official Record Book</u>	<u>Page</u>
OR 1093	496
OR 1101	466
OR 1101	473
OR 1101	480
OR 1101	487
OR 1110	925
OR 1129	587
OR 1151	118
OR 1248	559
OR 2247	1359
OR 2391	2461

13. To enter into contracts involving the purchase, lease, conveyance or other manner of acquisition of common real or tangible personal property. In any instance when the cost, price or consideration for such acquisition exceeds ~~Twenty-five Thousand Dollars (\$25,000.00)~~ **Fifty Thousand Dollars (\$50,000.00)**, including all obligations proposed to be assumed in connection with such acquisition, such purchase, lease, conveyance or acquisition shall not be approved unless and until:
 - a. The trustees, by two-thirds (2/3) vote, have approved the terms and conditions of such acquisition by written resolution;
 - b. Within not less than thirty (30) nor more than sixty (60) days after the date of the resolution, the trustees certify the resolution to the Supervisor of Elections of Brevard County for a referendum election;
 - c. A majority of the qualified electors of the district approve the resolution by referendum election.

Section 2. The above amendments were submitted to and approved by the electors of the district at a referendum election held on the 3rd day of November 2020.

Section 3. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not effect the other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared severable.

Section 5. This ordinance shall take effect immediately upon its adoption.

DONE AND ADOPTED in Regular Session, this _____ day of _____,
2020.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

_____ By: _____

Board of Trustees

Meeting Agenda Memo

Date: Thursday, July 16, 2020
Title: **Building A Renovations Project: Waiver of Procurement Policies**
Section & Item: 9.A
Department: R&M/Capital Projects
Fiscal Impact: Savings of approximately \$11,200.00
Contact: John W. Coffey ICMA-CM, Community Manager
Attachments: Excerpt from Agreement Parkit Construction Inc Building A Renovations, Excerpt from Policy manual 25Feb20, email chain from Parkit to staff to Auditors



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

Requested Action by BOT

Waiver of BBRD procurement policies for purchase of equipment covered within the Parkit contract to reduce the cost of the contract by the amount of sales tax not paid by the contractor.

Background and Summary Information

On May 26, 2020, the BOT authorized Chairman Klosky to execute the Independent Contractor Agreement and modified General Conditions with Parkit Construction, Inc. for the Building A Renovations project. Said contract contains language that permits BBRD to directly procure specific equipment in return for execution of change orders reducing the contract by the amount of purchases and the applicable sales tax the contractor would have paid if he had purchased the equipment directly. As proposed, BBRD would pay for approximately \$160,000 in equipment resulting in a net saving to BBRD of approximately \$11,200.00.

Per the attached email from Mr. Park, BBRD would pay for the cost of items ordered by Parkit Construction and then process a change order reducing the contract by the cost of the equipment and sales tax not paid by the contractor. However, BBRD Policy Manual procurement rules require competitive bidding on all items costing over \$1,000.00 and BOT approval on all items costing over \$7,500.00. For transparency purposes, staff placed this item on the agenda so the public is aware of the procurement policies waiver prior to staff paying for the equipment.

Hence, staff recommends the BOT waive all Policy Manual procurement requirements as it pertains to equipment purchases initiated by Parkit Construction, Inc. which will result in a net saving of approximately \$11,200.00 for the project.

the Project Manager who shall have the power to issue change orders granting additional time at no cost to either party related to such impacts as reasonable. The Project Manager shall not unreasonably deny any request for additional time which the Contractor can, in good faith, attribute to the impacts of COVID-19 and such additional time, when granted, shall be added to any applicable frames as provided for in Article 4.3 of this Agreement.

- 4.7 In addition to any COVID-19 related delays as cited above, if the parties hereto are delayed or prevented from performing any of their obligations under this Independent Contractor Agreement by reason of strikes, lock-outs, labor troubles, inability to produce materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, pandemics, significant weather events, or other reason of like nature which is not the fault of the party delayed in performing the work or doing the acts required under the terms of this Agreement, then performance of such act shall be excused for the period of such delay or such prevention and the period for performance of such act shall be deemed added to the time herein provided for the performance of any such obligation of either party.

Article 5

CONTRACT SUM

- 5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, including but not limited to, all obligations pursuant to Article 2 of this Agreement, and subject to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, the sum of Five Hundred Sixty-Four Thousand, Four Hundred and Thirty-Five Dollars (\$564,435.00) herein referred to as the "Contract Sum".
- 5.2 The Contract Sum provided for in Article 5.1 includes the cumulative amount of purchase prices for various kitchen, mechanical, and electrical equipment packages as reflected in the TLC Engineering Solutions Plans and Drawings for Project No. 519101 with an "Issue Date" of 12-13-19. The parties specifically agree that, upon a recommendation of purchase of any such equipment in writing from the Contractor to the Project Manager, the Owner may independently purchase such equipment from a vendor recommended by the Contractor to take advantage of any tax exempt savings available to Owner. **If the Owner independently purchases any such equipment, the cost of said equipment (plus the amount of sales tax that would have been paid) shall be deducted from the Contract Sum due to Contractor. In agreeing to this provision, the Owner specifically acknowledges that the entire Scope of Work for the Project has been competitively bid and hereby waives any requirement for the receipt of additional competitive bids or quotes for selected equipment, regardless of price, as would otherwise be required pursuant to the Owner's adopted policy and procedures. No additional approvals are necessary prior to said purchases being independently made by the Project Manager or Owner's Designee.**

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

2.12 BANK ACCOUNTS

The District maintains bank accounts necessary to provide for operations.

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

Investment Procedures¹²

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

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

The District currently participates in the State Board Association Pooled Investment Program (SBA). The interest earned on the SBA investments is recorded when it is received.¹³ Funds are only moved between investment accounts within a fund by Board of Trustees resolution.

2.13 PROCUREMENT POLICY

Ethical Standards and Their Application to Procurement

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

Payment of Sales Tax

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

Capital Budget Expenditures

The Board of Trustees and Community Manager must approve all Capital budget purchases. Capital budget purchases or outlays are for the acquisition of or addition to fixed assets. They generally add value to the land or building, have a useful life of more than one year, are of a non-consumable nature, and must exceed \$5,000.00¹⁴ in value.

Capital Budget expenditures are classified as:

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

General Purchasing Requirements

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

Department	Department Head or Designee
Administration	Community Manager or Designee

The Community Manager is authorized to approve budgeted expenditures of up to \$7,500.00 without Board authorization. All expenditures of \$7,500.00¹⁵ or more shall be authorized by the Board of Trustees and have two authorized signatures on ANY check.

Use of Purchase Orders-Competitive Pricing

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

1. For purchases of up to \$999.99¹⁶, a purchase order and competitive pricing is not required; however, obtaining quotations is recommended whenever practical.
2. For purchases of \$1,000.00 to \$19,999.99¹⁷ informal quotes are required from at least two sources. A "No Bid" does not constitute a quote. These quotations should be submitted in writing, and kept on file in the accounts payable office and the requesting department.
3. For purchases in the amount of \$20,000.00 to \$49,999.99¹⁸ written, signed bids are required from at least three sources. A "No Bid" does not constitute a bid. These bids should be kept on file in the accounts payable office and the requesting department.
4. For all purchases in the amount of \$50,000¹⁹ or more, sealed bids are required and the Request for Proposal or Invitation to Bid Process must be followed (see Section 2.14).

If staff is unable to obtain more than one quote or bid after a reasonable time, the Community Manager may authorize the procurement based on the Department Manager's recommendation and use of Exception to Competition, #9 "Under other documented and justified circumstances approved by the Community Manager." When this exception to competition (a second quote cannot be found in a reasonable time)²⁰ is used, the Community Manager shall notify the Board of Trustees at the next regularly scheduled Board meeting and notate the date, vendor and price on an "Exception to Competition log" as maintained by the District Clerk.²¹

Blanket Purchase Orders

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

Use of Credit Cards²²

Department Managers are authorized by the Community Manager to use a credit card with a maximum monthly limit of \$1,000.00 for purchases when credit accounts or payment by check is not acceptable or efficient. An additional \$1,000.00 per month may be pre-approved by the Community Manager as needed. The Finance Manager is authorized by the Community Manager to use a credit card with a maximum monthly limit of \$5,000.00 for purchases when credit accounts or payment by check is not acceptable or efficient. Department Managers will forward receipts for all purchases made by use of the credit card to the Finance Manager or designee. The Finance Manager or designee shall monitor the usage of departmental credit cards. Credit cards shall be stored in a secured location by the Department Managers when not in use.

Exceptions to the use of Purchase Orders

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

- Utilities
- Travel and Training (reimbursements are handled through A/P)
- Insurance Premiums
- Debt Service Costs
- Certain refunds and reimbursements
- Inventory purchases for retail sale ²³

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

Exceptions to Competition

The competitive procurement process may be waived:

1. In defined emergencies, documented in accordance with the Emergency Purchases section of these policies.
2. For sole source procurements documented and approved in accordance with the Sole Source Purchases section of these policies.
3. For seminars registrations and professional membership dues and fees.
4. For purchase of local utility services for BBRD owned or operated facilities.
5. Postage expense, when billed by a vendor at the currently prevailing postage rates established by the U.S. Postal Service.
6. Repair or services for proprietary equipment, software, hardware, etc.²⁴
7. Capital or R&M projects proposed by a vendor responsible for long-term maintenance when recommended by responsible department manager and approved by the Community Manager.
8. Repairs that require action within 72 hours.²⁵
9. Under other documented and justified circumstances approved by the Community Manager.

Emergency Purchases

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

In the event of the need to repair existing infrastructure that impacts the health welfare and safety of residents, the Community Manager may waive normal purchasing procedures. The Community Manager shall place the contract for repairs on the next regularly scheduled BOT meeting agenda for confirmation.²⁶

Purchases from Purchasing agreements of Special Districts, Municipalities, or Counties (Piggybacking)²⁷

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

Purchases from State Contract²⁸

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

Emergency Payment

In a declared emergency either the Community Manager and one Trustee, or two Trustees, are required to sign checks over \$7,500²⁹ to pay for needed purchases, supplies or contracted services.³⁰

Purchase of Services From a Goods and Sole Source Provider

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

John Coffey

From: Charles Henley <charleshenley@bbrd.org> on behalf of Charles Henley
Sent: Wednesday, June 24, 2020 9:47 AM
To: aricafort@mslcpa.com
Cc: John Coffey
Subject: FW: AC for building A (Special Category Materials)

Thanks Alan.

From: Alan Ricafort <aricafort@mslcpa.com>
Sent: Wednesday, June 24, 2020 9:45 AM
To: Charles Henley <charleshenley@bbrd.org>
Subject: RE: AC for building A (Special Category Materials)

Hi Charles,

I spoke with Joel and it appears justifiable due to the sales tax savings for the District and the fact that the original total contract (including equipment) went through a bid process.

Thanks

From: Charles Henley <charleshenley@bbrd.org>
Sent: Tuesday, June 23, 2020 9:08 PM
To: Alan Ricafort <aricafort@mslcpa.com>
Subject: Re: AC for building A (Special Category Materials)

CAUTION: This email originated outside of MSL. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The underlying contract was awarded to Parkit in a competitive bid. Parkit is proposing a deductive change order for the cost of the equipment + 7%.

Sent from my iPhone

On Jun 23, 2020, at 8:44 PM, Alan Ricafort <aricafort@mslcpa.com> wrote:



Alan Ricafort, CPA
Audit Manager
(407) 740-5400 | Ext. 1152
255 S. Orange Avenue, Suite 600 | Orlando, FL 32801
www.mslcpa.com

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Hi Charles,

Just to clarify, has this potential purchase gone through a competitive bid?

Thanks

<[120062320444001103.png](#)>

Alan Ricafort, CPA
Audit Manager
(407) 740-5400 | Ext. 1152
255 S. Orange Avenue, Suite 600 | Orlando, FL
32801
www.mslcpa.com

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From: Charles Henley <charleshenley@bbrd.org>
Sent: Tuesday, June 23, 2020 7:04 PM
To: Alan Ricafort <aricafort@mslcpa.com>
Subject: Fwd: AC for building A (Special Category Materials)

CAUTION: This email originated outside of MSL. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Alan,
Please see the conversation below.
What are your thoughts?
Regards,
Charles

Sent from my iPhone

Begin forwarded message:

From: "John W. Coffey" <jcoffey@bbrd.org>
Date: June 23, 2020 at 6:54:12 PM EDT
To: Charles Henley <charleshenley@bbrd.org>
Subject: Fw: AC for building A (Special Category Materials)

Need to run this by the auditors. If they say ok I will put on next agenda to waive all procurement rules on these purchases.

Sent from my BlackBerry - the most secure mobile device

From: dpark1@cfl.rr.com
Sent: June 23, 2020 5:58 PM
To: mattgoetz@bbrd.org
Cc: jcoffey@bbrd.org; dpark2@cfl.rr.com
Subject: RE: AC for building A (Special Category Materials)

Hi Matt,

As a follow-up to our discussion from earlier today, I would suggest that we only do Special Category Materials (SCM) on big ticket items such as the HVAC equipment packages, as well as the major kitchen equipment packages, so that the BBRD can take advantage of the sales tax exemption. The HVAC equipment package will be over \$60,000 and the major kitchen equipment packages will most likely be over \$100,000. The basic procedure for handling SCM is as follows:

- 1.) Parkit would coordinate the procurement and delivery of the materials needed for the Project (i.e.: Trane & AAON HVAC units) through our respective subcontractors.
- 2.) BBRD would establish accounts, as needed, and make payment directly (inclusive of deposits) to the equipment vendors/distributors for the equipment being purchased without sales tax being applied to the amount being paid. Please note that the vendors/distributors will need proof of BBRD sales tax exemption status (number) in order to proceed in this manner.
- 3.) BBRD would subsequently issue a deductive change order to Parkit for the cost of the equipment directly paid or to be paid (as agreed between the parties) including the sales tax amount (7% of the base cost in Brevard County).
- 4.) BBRD then effectively recoups the sales tax savings based on the difference between the amount actually paid for these items and the 7% higher amount that is actually deducted from the established contract agreement between Parkit and the BBRD.

So essentially, if we were to buy approximately \$160,000 in equipment (based on the equipment value with sales tax being applied) using the SCM methodology described above, the BBRD would save \$11,200.00 by not ultimately being required to pay the tax. Please note that Parkit cannot pay for this material directly since we are a for profit company and we do not have a sales tax exemption. Therefore, if the BBRD would like to proceed along this route, the payments would have to be made directly from the BBRD to the vendors/distributors.

In short, the administration and PPW in handling SCM is somewhat more aggravating / time consuming (for both the BBRD & Parkit) than if we bought the materials/equipment directly through our subcontractors inclusive of state sales tax, but it may be worth it for the BBRD to recoup the sales tax savings that you are entitled to receive.

As always, please feel free to contact us with any questions that you have or if we can be of further assistance. Thank you.

V/r,

Dave Park, PE, CGC | Owner / Director

Parkit Construction, Inc.

PO Box 120278 | West Melbourne, Florida 32912-0278

Phone 321.426.6556 | Fax 321-952-8120

Website: www.parkitconstruction.com (UPDATED 7/12/18)

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From: Matt Goetz [mailto:mattgoetz@bbird.org]

Sent: Tuesday, June 23, 2020 1:09 PM

To: David Park <dpark1@cfl.rr.com>

Subject: AC for building A

Could you give me a call at your convenience I have a couple of questions for you

Thanks

--

Matthew J. Goetz

Barefoot Bay Recreation District

Property Service Manager

772-494-9985

Board of Trustees

Meeting Agenda Memo

Date: Thursday, July 16, 2020
Title: **Employee COVID-19 Policy**
Section & Item: 9.B
Department: Resident Relations, Customer Service
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager
Attachments: Draft BBRD COVID-19 Employee Policy, FFCRA poster, employee form - sample
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Review and approve draft Employee COVID-19 Policy.

Background and Summary Information

Due to the uncertainty of the current COVID-19 pandemic, future events and growing angst of residents regarding their personal safety and the safety of BBRD employees, Community Manager Coffey believes it is prudent to have the BOT review a formalized policy in a transparent manner so the public is aware of BBRD plans and precautions in place to lessen the spread of the virus.

The attached draft policy has largely been in place in an informal manner since the early days of the pandemic. Formalization of the existing policy provides the BOT and public greater assurance that staff is taking appropriate and reasonable measures to safely provide services to residents and guests.

The attached policy is comprised of the following elements:

- Workplace Protection
- Safety and Healthy Workplace
- Employee Protection
- Employee's Reporting Requirements

Modifications to the Policy may be required as the pandemic continues to unfold. Significant modifications to the Policy will be brought back to the BOT for transparency purposes while minor modifications will be administratively processed, and the Trustees will be copied on the distribution to worksites for email notification.

Community Manager Coffey, ICMA-CM recommends the BOT approve the BBRD Employee COVID-19 Policy as attached.

BBRD Employee COVID-19 Policy

Purpose

The following is not meant to be viewed as an exhaustive set of procedures to be followed in response to the Coronavirus (COVID-19) but as a basis of fairly and equitably dealing with complex health and employment issues where facts and recommendations change on an almost daily basis.

Workplace Protection

- All employees shall be subject to temperature testing (no touch forehead) at the start of each shift.
- Any employee with a repeated high temperature or displaying other symptoms may be sent home and required to bring written proof of a negative COVID-19 test to her/his supervisor prior to returning to work (BBRD will not retain the original or any copy of personal health testing as related to COVID-19).
- Employees should use free COVID-19 testing sites when needed. If they choose to use a private medical service BBRD will not be responsible for payment of services rendered.
- Employees who either voluntarily or involuntarily seek COVID-19 testing and misses work awaiting the result will be compensated per the terms of the Families First Coronavirus Response Act (FFCRA).
- Employees who are absent from work due to any FFCRA qualifying reasons will be compensated per terms of the FFCRA.

Safety and Healthy Workplace

- All employees will be provided access to face coverings, disposable gloves, hand washing areas, hand sanitizer, etc.
- Unless mandated by Brevard County, the State of Florida or U.S. Federal Government, the use of face masks while at work is optional.
- Reasonable accommodations will be considered for other personal protective measures upon request.
- Employees who drive or ride motorized vehicles in the course of their work, may elect to drive a separate vehicle without passengers.
- Employees shall practice social distancing as much as possible during the exercise of their duties.
- Employees who work inside or from buildings (ie. Administration Building, Falcon Drive, Pro Shop, Lounge, 19th Hole, etc.) and who take group lunch breaks shall be split into two or more break times to lessen the number of people within enclosed areas at a single time (outdoor spaces will also be provided if available upon request). Department Managers may alternate beginning and ending of employee shifts to accomplish this goal.

Employee Protection

- Employees may be sent home before or during shift if their Supervisor or Department Manager has reasonable suspicion of COVID-19 or other infectious disease symptoms.
 - For COVID-19 suspicion, employees will be required to bring written documentation of a negative test result to their supervisor when returning to work. If the employee continues to display symptoms of COVID-19, a doctor's note stating they can return to work may be required.
 - For all other infectious disease suspicions, employees are required to bring a doctor's note stating they can return to work.
- Employees should use free COVID-19 testing sites when needed. If they choose to use a private medical service BBRD will not be responsible for payment of services rendered.

Response to Employee Positive Test Results

- When an employee tests positive for COVID-19, her/his worksite will be closed for a minimum of three business days for deep cleaning.
- All employees who work at said site shall be required to be tested and bring proof of negative results to her/his supervisor before returning to work.
- Employees who test positive will not be allowed back to work until they have written clearance from a doctor.
- Employees should use free COVID-19 testing sites when needed. If they choose to use a private medical service BBRD will not be responsible for payment of services rendered.

Employee's Reporting Requirements

- Employees shall immediately notify their immediate supervisor if they are exposed to an infected person or have a member of their household who is COVID-19 positive. Employees may notify the Resident Relations/H.R. Manager in lieu of their immediate supervisor if they so desire.
- Employees may be required to self-quarantine (based upon the closeness of the relationship to the infected person) or use protective measures while at work for next 14 calendar days.
- Employees who are absent from work due to any FFCRA qualifying reasons will be compensated per terms of the FFCRA.

EMPLOYEE RIGHTS

PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The **Families First Coronavirus Response Act (FFCRA or Act)** requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

► PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
- $\frac{2}{3}$ for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at $\frac{2}{3}$ for qualifying reason #5 below for up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

► ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). *Employees who have been employed for at least 30 days prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.*

► QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to **telework**, because the employee:

- | | |
|---|---|
| 1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19; | 5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or |
| 2. has been advised by a health care provider to self-quarantine related to COVID-19; | 6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services. |
| 3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis; | |
| 4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2); | |

► ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

For additional information
or to file a complaint:
1-866-487-9243
TTY: 1-877-889-5627
dol.gov/agencies/whd





Request for time off - COVID19

Solicitud de permiso - COVID19

Employee Information

Name _____

Date _____

Dept. / Area: _____

Dates

First day of Request _____

Expected Return Date _____

Reason for leave

Employee is subject to federal, state or local quarantine restrictions ☐

Employee has been advised by a health care provider to self-quarantine due to COVID-19 concerns ☐

Employee has COVID- 19 symptoms and is seeking medical diagnosis ☐

Employee is caring for someone under quarantine or self-quarantine as described above ☐

Employee is caring for a son/daughter if the school or day care provider is closed due to COVID-19 precautions ☐

Other similar conditions if posted by the Department of Health and Human Services (HHS) ☐

Other conditions not outlined by FFCRA or HHS ☐

Date - _____ Signature _____

****For Management****

Actual Dates

Actual First Day Off _____

Actual Date of Return _____

Board of Trustees

Date: Thursday, July 16, 2020
Title: **Revised Employee Handbook**
Section & Item: 9.C
Department: Resident Relations, Customer Service
Fiscal Impact: N/A
Contact: John W. Coffey ICMA-CM, Community Manager
Attachments: Employee handbook 10July20 draft
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Review and adopt Revised Employee Handbook.

Background and Summary Information

Recently staff became aware that some employees and former employees may not understand the current Employee Handbook language limiting sick time benefit and usage to only full-time employees. The following excerpts illustrate the proposed changes in strike through and underline format.

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Holiday, Sick Time and Bereavement Leave may occur while an employee is on an approved vacation and may not count as vacation time. When sickness occurs while on vacation, the period of illness may be charged as sick leave and not vacation time if a request supported by a medical certification is that made within two business days of the employee returning to work. Part-time employees are not eligible to earn, accrue, receive donated, use sick time, or be paid for unused sick time upon separation from employment. If bereavement leave is approved within a period of vacation, the vacation may be extended, or the vacation leave may be reduced by the bereavement leave.

Sick leave is only available for Regular Full-Time employees and is not intended as additional vacation or paid time off. Part-time employees are not eligible to earn, accrue, receive donated, use sick time, or be paid for unused sick time upon separation from employment. Sick leave begins to accrue at the start of the first full pay period following an employee's hire date; however, employees may not use accrued sick leave until after completing six months of employment. Sick leave shall not accrue when an employee is on any type of leave, other than vacation.

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Sick leave may be used for personal illness, the death or critical illness of a member of your immediate family, to keep medical and dental appointments, and to supplement workers compensation or disability, in order to equal the employee's usual gross pay prior to the workers compensation triggering event. Holidays that occur while an employee is on Sick leave will count as a holiday rather than as a Sick leave. Part-time employees are not eligible to earn, accrue, receive donated, use sick time, or be paid for unused sick time upon separation from employment.

Holidays that occur while an employee is on Sick leave will count as a holiday rather than as a Sick leave. Part-time employees are not eligible to earn, accrue, receive donated, use sick time, or be paid for unused sick time upon separation from employment.

Full-time employees who retire, resign, convert to part-time employment, convert to seasonal employment, or who are laid off will receive pay for their accrued sick leave upon separation from employment or change of status. No payment shall be made for unused sick leave except at retirement, resignation or layoff. Part-time employees are not eligible to earn, accrue, receive donated, use sick time, or be paid for unused sick time upon separation from employment.

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Full-time ~~e~~Employees with greater than eighty hours of accrued sick time, or who are separating from the District, may donate leave to an full-time employee who has experienced an FMLA leave qualifying event from your accrued vacation or sick time on an hour to hour basis. Donations may be made under the following conditions in regard to receiving full-time employee: he/she has not abused sick leave in the past; the illness is documented; all sick and annual leave is exhausted; and only the specific amount of leave time which is needed may be donated. Part-time employees are not eligible to earn, accrue, receive donated, use sick time, or be paid for unused sick time upon separation from employment.

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I further understand part-time employees are not eligible to earn, accrue, receive donated, use sick time, or be paid for unused sick time upon separation from employment.

Community Manager Coffey, ICMA-CM recommends the BOT adopt the revised BBRD Employee Handbook as attached.



Barefoot Bay Recreation District Employee Handbook

Approved by the Board of Trustees on ~~August 09, 2019~~ July 10, 2020

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WELCOME TO BAREFOOT BAY RECREATION DISTRICT

Welcome to the Barefoot Bay Recreation District (the “District”). The purpose of this employee handbook (“Handbook”) is to familiarize employees with the various aspects of working for the District. We feel it will be a useful reference tool for all employees. We encourage you to use it to better understand the policies and procedures relating to your employment with the District. Our policies, practices and benefits are continuously reviewed and are updated from time to time. If you have any questions regarding the items discussed in this Handbook, please ask for clarification from Department Manager. For the purpose of this Handbook, the term “Human Resources” or “HR” refers to a Barefoot Bay employee assigned duties which include Human Resource Coordinator and who is supported by the BBRD HR consultant. This employee handbook supersedes any and all prior employee policies, procedures, and handbooks of the District. The District reserves the right to modify, supplement, rescind, or revise any part of this handbook from time to time as it deems necessary or appropriate in its sole discretion with or without notice to you. These provisions may not be amended or added to without the express written approval of the Barefoot Bay Recreation District Board of Trustees.

BAREFOOT BAY RECREATION DISTRICT’S PHILOSOPHY

OPEN-DOOR POLICY

We strive to provide an environment where two-way communication is encouraged, thereby fostering a warm, friendly and harmonious work environment.

Employees are encouraged to bring their work-related questions, problems, suggestions or complaints to their immediate supervisor, who will respond within 10 calendar days. If employees are dissatisfied by their supervisor’s response and further follow-up is needed, employees may address their concern with their supervisor’s superior and/or the Community Manager who will respond within 10 calendar days.

Periodically, employees may not feel comfortable discussing a sensitive matter with their supervisor. In such situations, Human Resources can provide confidential counseling and help the employee choose an appropriate manner to address their concern.

In order for the District to properly respond to your concerns, employees should bring their concerns to the attention of management or the HR Department. Employees may not always receive the response they are looking for, however their issue will be promptly addressed and an explanation given as to why a particular action was taken. This open door policy helps small problems stay small, where they are most easily resolved.

Steps to take if you have concerns:

- Bring the situation to the attention of your immediate supervisor, or a member of management and discuss it privately
- If you feel the situation has not been resolved, make an appointment to discuss the situation with your supervisor’s superior and/or the Community Manager
- If you have followed steps 1 and 2, and still feel that the situation has not been satisfactorily resolved, or in situations regarding a sensitive manner you may contact Human Resources who will assist in addressing your concerns.

Your position will not be jeopardized for bringing a legitimate problem or concern to management's attention. Working together to address common issues and concerns enables us to implement mutually-beneficial solutions to problems.

CODE OF ETHICAL CONDUCT

In order to avoid any appearance of a conflict of interest, employees are expected to abide by the following code of ethical conduct. Please consult your Department Manager or the Community Manager if you have any questions.

As public employees, we are bound by the "Code of Ethics for Public Officers and Employees" set forth in the Florida Statutes, Chapter 112, Part III. The efficient and faithful performance of our duties is very important, therefore any infraction of applicable laws regarding ethical and legal conduct will be cause for potential discipline, up to and including termination. Additionally, some acts which are breaches of the trust the public has placed in us are crimes and may be prosecuted under Florida law.

Employees of the District should not solicit anything of value from any person or organization with which the District has a current or potential relationship.

Employees may not accept items valued over \$15 received in course of business from suppliers or vendors. Such items may include gifts, food, drink and entertainment.

If you are faced with and are unsure how to handle a situation that you believe has the potential to violate this code of ethical conduct, notify your Department Manager or Community Manager.

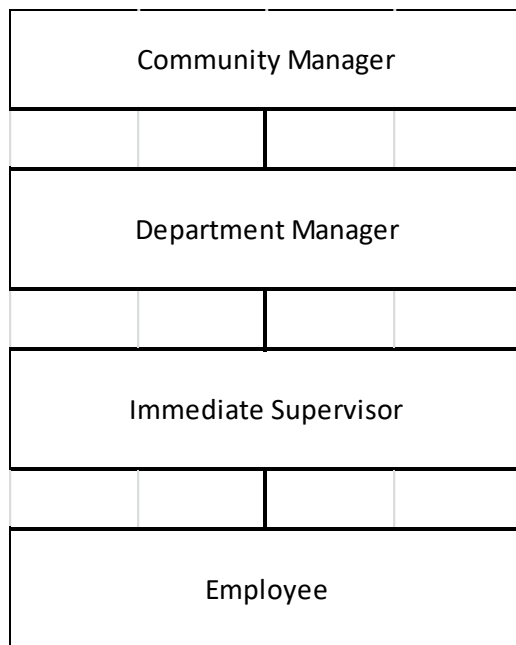
Violations of this code may lead to disciplinary action, up to and including termination.

LOYALTY OATH

Florida law requires all employees to take an Oath of Loyalty when they are hired. Any individual who refuses to take an Oath of Loyalty will not be hired. As a public employee, you will be required to take and sign an Oath of Loyalty to the Constitution of the United States and the State of Florida. The law requires the termination of a person who refuses to take an Oath of Loyalty.

CHAIN OF COMMAND

Every employee, upon receipt of this manual, is presumed to know the applicable chain-of-command that pertains to him or her. Employees are expected to follow the chain of command when dealing with matters that relate to your job responsibilities. Sensitive matters and concerns of a legal nature can be brought to the attention of the HR Department or another member of management.



PROHIBITION AGAINST NEPOTISM

It is the policy of the District to avoid hiring relatives into the workplace whenever possible. However, on occasion more than one relative may work for the District. A relative is defined as an individual who is related to the employee as grandfather, grandmother, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister. The following guidelines will govern these situations:

- Under no circumstances will an individual be appointed, employed, retained, promoted or transferred to any position where a relative has direct supervision, jurisdiction or control over that position. If two employees become related while working for the District, they are subject to this policy and must immediately notify HR.
- Related persons will not be involved in evaluation of each other's job performance or in making recommendations for salary adjustments, promotions, or other budget decisions.
- Related employees shall not be employed in the same department.
- Immediate family members of a Trustee shall be prohibited from formal employment or serving in a volunteer capacity (i.e. Golf-Pro Shop Player Assistants, Courtesy Golf Cart Drivers, etc.) with the District during the term(s) of service of said Trustee. This prohibition

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

Internal Recruitment/Transfers/Promotions

Management may post vacant positions internally only when the department manager, Community Manager and H.R. Coordinator believe two or more current employees are qualified for the position. Employees with more than six months of service may apply for internally-posted positions.

Management may transfer employees between departments and facilities to meet specified work requirements and reassign work requirements as needed. When a transfer is required and there are two or more qualified employees, that are in the position to be transferred, the H.R. Coordinator will work with affected Department Managers to identify the most suitable employee.

The Community Manager may directly promote an employee to critical administrative/management positions, without advertising the position, when it is in the best interest of the District. To be considered, employees must have held their current position for at least six months and have a satisfactory performance record. The Community Manager retains the discretion to make exceptions to the policy.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

It is the policy of the District to provide equal employment opportunity to all employees and applicants for employment and not to discriminate on any basis prohibited by law, including race, color, sex, age, religion, national origin, disability, sexual orientation, marital status or status as a veteran in accordance with applicable state and federal laws. It is our intent and desire that equal employment opportunities will be provided in employment, recruitment, selection, compensation, benefits, promotion, demotion, layoff, termination and all other terms and conditions of employment. The Barefoot Bay Board of Trustees', Community Manager, and all managerial personnel are committed to this policy and its enforcement.

Employees are directed to bring any violation of this EEO policy to the immediate attention of any member of management and the HR Department who will promptly bring the matter to the attention of the Community Manager for investigation and resolution. Any employee who violates this policy or knowingly retaliates against an employee reporting or complaining of a violation of this policy shall be subject to immediate disciplinary action, up to and including discharge. Complaints brought under this policy will be promptly investigated and handled with due regard for the privacy and respect of all involved.

NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY

It is the policy of the District that you should be able to enjoy a work atmosphere free from all forms of discrimination, including sexual harassment. Each employee has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, harassment and retaliation.

The District prohibits and does not tolerate any such discrimination or harassment.

Definitions of Sexual Harassment

Sexual harassment constitutes discrimination and is illegal under federal, state, and local laws. For purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through email); and other physical, verbal or visual conduct of a sexual nature. Sex-based harassment - that is, harassment not involving sexual activity or language e.g., male manager yells only at female employees and not males - may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

Other Forms of Harassment

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, national origin, age, disability, marital status, genetic predisposition or carrier status, sexual orientation or any other characteristic protected by law or that of his/her relatives, friends or associates, and that: (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance, or (3) otherwise adversely affects an individual's employment opportunities. Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or show hostility or aversion toward an individual or group (including through email).

Individuals and Conduct Covered

These policies apply to all applicants, and employees, and prohibit harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to the District, e.g., and outside vendor, consultant or residents.

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Retaliation is Prohibited

The District prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.

Reporting an Incident of Harassment, Discrimination or Retaliation

The District strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary of the District's policy or who have concerns about such matters should file their complaints with their immediate supervisor or Human Resources before the conduct becomes severe or pervasive. Employees should feel free to file their complaints with any member of management and/or Human Resources.

Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action. Please note, federal, state and local discrimination laws establish specific time frames for initiating a legal proceeding pursuant to those laws.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, the District strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. The District will make every effort to stop alleged harassment before it becomes severe or pervasive, but needs the cooperation of employees in order to do so.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

It is important that each employee play a role in preventing or eliminating sexual or any other harassment by:

- Examining his/her own behavior in the workplace to be sure that he/she is not engaged in offensive conduct
- Making it clear that he/she does not approve of actions or conduct that may be offensive
- Supporting the District's policy against harassment
- Promptly informing the person or persons involved that they should stop engaging in the conduct which is offensive or objectionable to the employee
- Promptly bringing the matter to the attention of their immediate supervisor, a member of management or Human Resources

The Investigation

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly, thoroughly and impartially by management and Human Resources. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have

observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Responsive Action

Misconduct constituting harassment, discrimination or retaliation will be dealt with promptly and appropriately. Responsive action may include, for example, training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, reassignment, temporary suspension without pay or termination, as the District believes appropriate under the circumstances.

If an employee making a complaint does not agree with its resolution, the employee may appeal the decision to the Community Manager.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in work-related social activities or discussions in order to avoid allegations of harassment. The law and the policies of the District prohibit discrimination on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

AMERICANS WITH DISABILITIES ACT POLICY STATEMENT

The Americans with Disabilities Act (“ADA”) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and that, when needed, provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

A disability is:

- A physical or mental impairment that substantially limits one or more major life activities; or
- A record of such impairment (with respect to an individual); or
- An impairment which substantially limits a major life activity (with respect to any individual regarded as having the same); or
- Having a relationship or association with someone who has a known disability.

Reasonable Accommodation

It is the policy of BBRD to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (“EEOC”). Consistent with this policy of nondiscrimination, the District will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the District aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the District.

BBRD will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so would result in an undue hardship to the District or impose a

direct threat to the safety of the employee or others in the workplace and the threat cannot be eliminated by reasonable accommodation. The District encourages individuals with disabilities to come forward and request reasonable accommodation. Contact Human Resources with any questions or requests for accommodation.

Procedure for Requesting an Accommodation

On receipt of an accommodation request, a member of Human Resources will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation the District might make to help overcome those limitations.

The District will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, and the accommodation's impact on the operation of the District, including its impact on the ability of other employees to perform their duties and the District's ability to conduct business.

The District will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal the decision by submitting a written statement explaining the reasons for the request. If the request on appeal is denied, that decision is final.

The ADA does not require the District to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items, i.e., eyeglasses, hearing aids, wheelchairs etc.

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify Human Resources. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

WORKING AND COMPENSATION

EMPLOYMENT ON AN AT-WILL BASIS

All employees of the District, regardless of their classification or position, are employed on an at-will basis. This means that each employee's employment is terminable at the will of the employee or the District at any time, with or without cause and with or without notice. No representative or employee of the District has any authority to enter into any agreement with any employee or applicant for employment on other than on an at-will basis. Furthermore, nothing contained in the policies, procedures, handbooks, manuals, job descriptions, application for employment, or any other document of the District shall in any way create an express or implied contract of employment or an employment relationship on other than an at-will basis.

ATTENDANCE AND REPORTING TO WORK

Each employee is important to the overall success of our operation. When you are not here, someone else must do your job. Consequently, you are expected to report to work on time as scheduled. Reporting

to work on time means that you are ready to start work, not just arriving at work, at your scheduled starting time.

The District depends on its employees to be at work at the times and locations scheduled. Excessive absenteeism and/or tardiness will lead to disciplinary action, up to and including termination. The determination of excessive absenteeism will be made at the discretion of the Department Manager. After three days' absence, you will be required to provide documentation from your physician to support an injury- or illness-related absence, and to ensure that you may safely return to work. Absence from work for three consecutive days without properly notifying your immediate supervisor will be considered a voluntary resignation except for unavoidable circumstances.

If you expect to be absent from the job for an approved reason (e.g., paid time off or a FMLA leave of absence), you should notify your immediate supervisor of your upcoming absence as far in advance as possible. If you unexpectedly need to be absent from or late to work, you must notify your immediate supervisor prior to the start of your scheduled workday that you will be late or absent and provide the reason for that absence or tardiness. If your immediate supervisor is not available, you should contact the Department or Community Manager prior to the start of your scheduled workday. Leave your number so that your immediate supervisor can return your call. Depending on the circumstances of your absence, failure to properly contact us as soon as possible, may result in an unexcused absence for disciplinary purposes. Your attendance record is a part of your overall performance rating. Your attendance will be included during your review and may be considered for other disciplinary action up to and including termination.

Where possible, medical and dental appointments should be scheduled around your assigned work hours. If you are unable to schedule an appointment before or after your shift, you are required to talk to your immediate supervisor to make special arrangements.

WORKDAY HOURS AND SCHEDULING

Due to the nature of operating a recreation district, employees of the District are required to work a variety of hours during the week. Some departments will operate at different times than others. Your starting, lunch and quitting times are determined by your Department Manager. Employees are expected to observe the specific hours outlined in the work schedules prepared by their respective Department Managers. These schedules are posted and must be strictly adhered to in order to ensure the smooth operations of the District. Work schedules will be changed when management deems it necessary. Any deviation from your assigned schedule must be approved in advance by your Department Manager. Additionally, employees are not permitted to change schedules with a fellow employee without securing permission from each employee's Department Manager.

The regularly scheduled workweek for the District is: Monday at 12:01 a.m. and ends on Sunday at 12:00 midnight. Start and end times are scheduled by your Department Manager. Employees are required to be present for work during the workday established for them by their supervisors.

Work schedules may vary depending on such factors as weather, materials supply, building needs, etc. If you are unsure about expected starting times on any particular job assignment, ask your Department Manager for clarification.

In case of unplanned conditions, such as bad weather, that may force a schedule change at the last minute, you should contact your Department Manager or call the office directly.

RECORDING HOURS WORKED

All hourly employees shall follow supervisor's instructions to record correct time of your arrival and departure for your scheduled shift, including the approval of bi-weekly payroll submittals. It is expressly forbidden to falsify your time or another employee's time at work. Immediate supervisors and department managers are responsible for verifying employee attendance.

PAY PERIOD AND PAYDAY

The District issues paychecks, on a Bi-weekly basis. Pay periods start Monday at 12:01 a.m. and ends on Sunday at 12:00 midnight. Employees are encouraged to have their paychecks directly deposited into their designated bank account. Paychecks are deposited no later than Thursday following the end of the pay period. If the employee does not choose direct deposit, the paychecks will be available for pick up by the employee starting at 4pm on Thursdays following the end of the pay period.

WORKWEEK & OVERTIME/COMPENSATORY TIME

The District's workweek begins on Monday at 12:01 a.m. and ends on Sunday at 12:00 midnight. Occasionally it may be necessary for an employee to work beyond his or her normal workday hours. Under no circumstances shall an employee work overtime without the approval of their immediate supervisor or the Department Manager.

Non-exempt employees will receive overtime pay at a rate of one-and-one-half times their regular hourly rate for all hours worked in excess of 40 in a workweek. Non-exempt employees may elect to receive compensatory time (prior to working over 40 hours in a work week) at the rate of 1.5 hours for every 1.0 hours worked. Non-exempt employee's compensatory time must be used within the same fiscal year and cannot be accrued in excess of 80 hours. Compensatory time for non-exempt employees will be paid out 100% upon separation.

Exempt employees may elect to receive compensatory time. Compensatory time will be calculated as one hour comp time for one hour worked. Compensatory time must be used within the same fiscal year of earning the time and cannot exceed 80 hours. Compensatory time will not be paid out upon separation. The employee's immediate supervisor shall track comp time accruals and usage and will maintain written records of approvals of comp time earned and used. Only comp time approved in writing by the employee's supervisor will be accrued and then later used.

Decisions regarding overtime work will be made by the Department Manager or the Community Manager. Any employee asked to work overtime will be expected to rearrange his/her personal schedule to work the requested overtime.

HOLIDAYS

The District observes the following holidays:

- New Year's Day

- Martin Luther King Jr. Day
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve
- Christmas

Only Regular Full-Time Employees who have been employed a minimum of 30 days are eligible to be paid for Holidays. Holiday Pay is paid on the hours normally worked by a Regular Full Time-Employee. If a holiday falls on a Saturday, it is observed on the preceding non-holiday week day. If a holiday falls on a Sunday, it is observed on the subsequent non-holiday week day. Regular Full-Time Employees must either be present for scheduled work or on approved vacation on both the work days immediately preceding and immediately following a holiday to receive Holiday Pay. If a paid holiday falls within an approved vacation, the holiday will not be counted as a vacation day unless the vacation is coincident with an employee's separation of employment.

Regular Full-Time non-exempt employees will be paid normally for all hours worked on a holiday or on an observed holiday in addition to being paid the holiday pay if eligible.

All Regular Part Time, Seasonal and Temporary Employees will be paid double time for every hour worked on a holiday. All Regular Part Time, Seasonal and Temporary Employees will be paid double time for every hour worked on an observed holiday unless they worked the actual date of the holiday.

EMPLOYMENT CLASSIFICATIONS

Upon being hired by the District, all new employees and employees who have been transferred or promoted to a new position must serve a six (6) month probationary period. It is especially important that you make your Department Manager aware of any questions or problems you may encounter during this period. Your performance will be carefully monitored during this period. At the end of the probationary period, your performance will be reviewed, by your Department Manager and if it has been satisfactory, you will become a Regular Full-Time or Regular Part-Time Employee. Satisfactory completion of the probationary period does not entitle you to employment for any specific term, but may entitle you to participation in many of the District's employee benefits programs.

For the sole purpose of determining the allowance of certain employee benefits, employees are classified as:

1. Regular Full-Time Employees - An employee who has satisfactorily completed the probationary period and is scheduled to work a minimum of thirty (30) hours per week (minimum of 1,500 hours per year).

2. Regular Part-Time Employees - An employee who has satisfactorily completed the probationary period and is scheduled to work less than thirty (30) hours per week (maximum of 1,500 hours per year).
3. Temporary or Seasonal Employees - An employee whose services are scheduled to be of limited duration. Temporary or Seasonal employees are not eligible for participation in those employee benefits programs made available for the District Regular Full-Time and Regular Part-Time Employees. Service as a temporary does not count as service as a Regular Employee for benefit eligibility purposes.
4. Interim Employee – An employee who is hired or promoted as a replacement to temporarily supplement the workforce.

For payroll purposes, employees will be classified as one of the following:

1. Exempt Employees - Certain employees such as executive, administrative, professional and supervisory employees, whose positions meet specific tests established by the Fair Labor Standards Act, are paid on a salary basis for all hours worked each week. These employees are expected to work whatever hours are required to accomplish their duties, even if it exceeds their normal workweek. Exempt employees working outside their normal hours may receive compensatory time per their immediate supervisor.
2. Non-Exempt Employees - All employees who do not meet the Fair Labor Standards Act exemption test for exempt employee are identified as non-exempt employees. Non-exempt employees are hourly employees, who must be paid the state minimum wage and are eligible for payment of overtime pay.

MAINTAINING YOUR PERSONNEL RECORDS

It is your responsibility to provide current information regarding your address, telephone number, insurance beneficiaries, change in dependents, marital status, etc. Please notify the Resident Relations Office to note any changes in your address, phone number, emergency contact information, marital status, number of dependents, etc. Changes in exemptions for tax purposes will only be made upon the receipt of a completed W-4 form.

PERSONNEL FILES

Employee personnel files are the property of the District, and do not belong to the employee. However, upon request, the District will allow an employee to review their employee file under the supervision of management. If a public record is viewed or copied from an employee's personnel file, the Resident Relations Manager/H.R. Coordinator or designee shall notify said employee as soon as possible.

PERFORMANCE EVALUATIONS

Employees will have their job performance reviewed at the mid-point and end of their 6 month probationary period and on an annual basis by their immediate supervisor and/or Department Manager.

RECOGNITION POLICIES:

Barefoot Bay Recreation District recognizes the value of institutional knowledge and experience held by long-term employees. Additionally, retention of high-performing employees reduces the cost of employee turnover and enhances corporate competitiveness.

Two programs are used to reward longevity and innovation/extraordinary service/innovation.

1. Longevity Milestone Award Program

Full-time, and part-time active employees become eligible for a milestone recognition award of bonus days off in the year in which they complete 5, 10, 15, 20, 25, 30, 35 and 40 years of service.

Years Served	Bonus Days Off	Years Served	Bonus Days Off
Five	One	Twenty-five	Five
Ten	Two	Thirty	Six
Fifteen	Three	Thirty-five	Seven
Twenty	Four	Forty	Eight

Employees reaching the following service milestones will be granted the following lifetime discount on lunch meals at the 19th Hole:

10 years	\$1
20 years	\$2
30 years	\$3

2. Innovation, Extraordinary Service and/or Innovation Award Program

PURPOSE:

The purpose of the Employee Recognition and Incentive Program is to reward employees for exceptional, extraordinary, or innovative performance that benefits or improves District services and programs. The Program is intended to promote and encourage teamwork, motivation, efficiency, and productivity in the performance of duties for the benefit of the District and the community.

SCOPE:

Applies to all full-time and part-time employees.

DEFINITIONS:

Bonus: A one-time monetary award not to exceed five hundred dollars (\$500.00) provided to an employee in addition to the employee's regular compensation which may be made upon determination of merit for an Award by the District's Management Team. Award criteria must be met for a bonus to be awarded to any employee. **Operational Excellence Award:** To recognize employees who have demonstrated continuous exceptional performance and have made a significant positive contribution to their Department's operations, functions, or provision of services. **Extraordinary Service Award:** To recognize employees who have demonstrated performance that goes above and beyond the call of duty for a particular job classification, substantially exceed performance expectations, or perform valuable tasks or services beyond defined job classification duties during special, unusual, or emergency events. **Innovation Award:** To recognize employees who have made innovative suggestions, have implemented new or novel processes, or have engaged in creative or ingenious performance that has raised substantial revenue or saved substantial costs to the District.

PROCESS:

Any District employee (including Department Heads and the Community Manager) may nominate any other District employee for any specific Recognition and Incentive Program Award. The nominating employee must provide a written statement providing the facts and circumstances supporting the nominated employee's entitlement to the Award. The nomination shall be submitted to any Department Head or the Community Manager, but may be anonymous. Upon receipt of a written nomination, the District Management Team (consisting of all Department Heads and the Community Manager) shall jointly consider and determine whether an Award is merited. The Management Team shall have the sole discretion to determine whether the criteria for any Award have been met and/or the amount of any bonus, not to exceed five hundred dollars (\$500.00), which may be provided upon the granting of any Award. The Board of Trustees shall be publicly notified when any employee has been granted an Award pursuant to this policy.

STANDARDS AND EXPECTATIONS FOR WORKPLACE AND SAFETY

The District believes in maintaining safe and healthy working conditions for our employees. However, to achieve our goal of providing a safe workplace, each employee must be safety conscious. We have established the following policies and procedures that allow us to provide safe and healthy working conditions. We expect each employee to follow these policies and procedures, to act safely, and to report unsafe conditions to his or her Department Manager in a timely manner.

REPORTING UNSAFE CONDITIONS OR PRACTICES

Employees are expected to continually be on the lookout for unsafe working conditions or practices. If you observe an unsafe condition, you should warn others, if possible, and report that condition to your Department Manager immediately. If you have a question regarding the safety of your workplace and practices, ask your Department Manager for clarification.

If you observe a coworker using an unsafe practice, you are expected to mention this to the coworker and to your Department Manager. Likewise, if a coworker brings to your attention an unsafe practice you may be using, please thank the coworker and make any necessary adjustments to what you are doing. Safety at work is a team effort.

MAINTAINING A SAFE WORKSITE

We expect employees to establish and maintain a safe worksite. This includes but is not limited to the following applications:

- Building and maintaining walkways, handrails, and guardrails.
- Properly lifting and lowering heavy objects.
- Inspecting tools and equipment for defects before use.
- Keeping walkways clear of debris.
- Unsafe cell phone use

- In conditions affecting public safety, use of medications that may affect the safety and well-being of others.
- Inspecting, cleaning, and properly storing tools and equipment after use.
- Following established safety rules.

USING SAFETY EQUIPMENT

Where needed, the District provides its employees with appropriate safety equipment and devices. You are required to use the equipment provided in the manner designated as proper and safe by the manufacturer. Failure to properly use safety equipment may lead to disciplinary action, up to and including termination.

If you require safety equipment that has not been provided, contact your Department Manager before performing the job duty for which you need the safety equipment.

REPORTING AN INJURY

Employees are required to report any injury, accident, or safety hazard immediately to their immediate supervisor and/or Department Manager. Minor cuts or abrasions must be treated on the spot. More serious injuries or accidents will be treated accordingly. Serious injuries must be reported on the injury or accident report form available in the office.

The District provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits. In all cases in which an employee files a workers' compensation claim for a job related injury, drug testing is required pursuant to the BBRD Drug Free Workplace Policy.

Employees who sustain work-related injuries/illnesses; or who see a co-worker sustain a work related injury or illness must by penalty of disciplinary action inform their immediate supervisor or Department Manager as soon as possible. . No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

DIRECTIONS FOR ANY WORKER ACCIDENT:

Step 1: If this requires emergency attention – CALL 911

Step 2: Have a manager complete a First Report of Injury Form and have the employee sign (if capable)

Step 3: If need be, go first to an Urgent Care Facility (see below) or the Emergency Room. Inform the location that you have a workers' comp injury and give them the claim number if you have it.

If you are unable to obtain a claim number in advance of treatment, please give the medical facility your Social Security number and contact HR or your Department Manager as soon as possible.

URGENT CARE

1. Sebastian Family Walk-In Clinic 13840 US Hwy 1, Sebastian (4.18 Miles)
2. Palm Bay Community Hospital 1425 Malabar Rd, NE, Palm Bay, FL (13 Miles)
3. Indian River Walk In Clinic 652 21st. St., Vero Beach (19.77 Miles)
4. Urgent Care West 2050 40th Ave. Ste. 6, Vero Beach (20.99 Miles)

HOSPITALS

1. Sebastian River Medical Center 13695 US Hwy 1, Sebastian, FL., 32958 (3.77 Miles)
2. Palm Bay Community Hospital 1425 Malabar Rd, NE, Palm Bay, FL (13 Miles)
3. Holmes Regional Medical Center, 1350 S Hickory, Melbourne, FL (16.89 miles)
4. Indian River Memorial Hospital 1000 36th St., Vero Beach, FL., (18.28 miles)
5. Wuesthoff Medical Center 250 N. Wickham Rd., Melbourne, FL. (21.87 miles)

Neither Barefoot Bay Recreation District nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off duty recreational, social, or athletic activity sponsored by Barefoot Bay Recreation District (Employees may not be eligible for workers' compensation benefits if following an accident or upon reasonable suspicion they refuse to submit to a drug test or if they test positive for illegal drugs within their system).

HAZARD COMMUNICATIONS

If you believe that you are dealing with a hazardous material and lack the appropriate information and/or safety equipment, contact your Department Manager immediately.

DISTRICT EQUIPMENT, SUPPLIES, AND VEHICLES

All employees are expected to take care of all equipment and supplies provided to them. Equipment or vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the immediate supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or is in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Your immediate supervisor or Department Manager can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

Driving a vehicle owned by the District is a privilege. If you are granted the privilege of driving such a vehicle, you are solely responsible for ensuring that the vehicle assigned to you is operated in a safe and prudent manner and in compliance with all of the District's rules and regulations, and all state and federal laws, rules and regulations relating to motor vehicle operation. Your failure to abide by any such laws, rules and regulations may result in a variety of consequences, including, without limitation, the loss of this privilege, termination of your employment and possible legal consequences.

You are responsible for the vehicle's keys and license plate and any other property of the District related to the vehicle. If you are authorized to drive a vehicle owned by the District, you must adhere to these regulations:

- Absolutely No Smoking. Under no circumstances will there be any smoking in any vehicle at any time, including, but not limited to, tobacco products and electronic cigarettes.
- Authorized Barefoot Bay Recreation District personnel only. In cases of emergency, the Community Manager may authorize an exception.
- In Case of Accident. All accidents and damages must be reported to your immediate Department Manager as soon as possible. Any employee involved in any accident with a District vehicle must complete both state and company insurance accident reports within 24 hours of the accident.
- Driver's License. All employees assigned to drive a vehicle owned by the District must have a valid and current Florida driver's license. Employees recently relocated to Florida must obtain a Florida license before they may drive a District vehicle.
- Driving while impaired. No employee may operate a vehicle owned by the District while impaired by alcohol, illegal drugs or medication.
- Personal Use. Vehicles owned by the District may not be used for personal purposes.
- Loss of Insurability. If you are deemed to be a high-risk driver or are otherwise uninsurable, you will lose the right to use a vehicle owned by the District. You must notify your supervisor immediately if you are a high-risk driver or are uninsurable.
- No Irresponsible or Reckless Driving. Anyone driving a vehicle owned by the District must obey all laws and regulations regarding the operation of a motor vehicle and shall exercise extreme caution when operating the vehicle.
- Payment of Fines and Tickets. Employees will be responsible for paying all traffic or parking fines received while operating a District owned vehicle.

The theft, improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

Employees are subject to mandatory drug testing as provided for in the BBRD Drug Free Workplace Policy immediately after any vehicular accident while at work and/or on duty that the employee has caused, contributed to, or been involved in. Additionally, mandatory drug testing may be required if the supervisor has reasonable suspicion of drug or alcohol based upon performance of the individual in her/his job. This provision shall apply regardless of whether employee is driving a District owned vehicle or a vehicle owned by any other party.

SMOKING AT THE WORKPLACE

The District's policy is to provide smoke-free environments for our employees, residents, and the general public. Smoking of any kind is prohibited inside our office, district buildings and district vehicles. Employees may smoke on scheduled breaks or during meal times, as long as they do so outside in designated smoking locations.

Employees are also responsible to inform anyone working on our grounds of this smoke-free policy, and report to their immediate supervisor any violation of this policy.

VIOLENCE AND WEAPONS

The District believes in maintaining a safe and healthy workplace, in part by promoting open, friendly, and supportive working relationships among all employees. Violence or threats of violence have no place in our business and will not be tolerated. Violence is not an effective solution to any problem. Employees are strictly prohibited from the unlawful use of any weapons including knives, pistols, rifles, stun guns, Mace, etc., in the worksite or office. Neither threats of violence nor fighting will be tolerated. Furthermore, if you have a situation that is creating stress or otherwise making you agitated, you are encouraged to discuss it with your immediate supervisor, Department Manager and/or Human Resources Department.

You are expected to immediately report to your Department Manager any violation of this policy. Any employee found threatening another employee, fighting, and/or unlawfully using weapons in the worksite will be subject to disciplinary action, up to and including termination.

EMERGENCY OPERATION POLICY

During emergencies or the preparation for a potential emergency, employees of the Barefoot Bay Recreation District have responsibilities to the citizens of the district and to assist in the preparation for the potential emergency. Employees are also critical in the recovery from events. To ensure that BBRD's expectations are clear to all, and that the safety of people, employees and facilities are protected the following policies are adopted. Additionally, Department Managers, supervisors and essential personnel are expected to be familiar with the BBRD Emergency Management Plan. Non-essential employees are encouraged to familiarize themselves with the Emergency Management plan each year prior to hurricane season.

DEFINITION:

Emergency – Any natural or man-made event that requires the preparation for and potential evacuation of BBRD facilities and or residents and is declared by the Chairman of the Board of County Commissioners.

Administrative Leave - Paid at regular rate for the days during a Declared Emergency and not to exceed five days.

Return to Work Notice - Per the Emergency Management Plan, employees will be notified when to return to work based on their classification (essential, pre/post disaster essential personnel and non-essential personnel).

Emergency Phone Number - All employees will provide their immediate supervisor an updated regular and emergency contact numbers each year on or before May 31.

EMERGENCY OPERATION POLICIES

1. No time off or annual leave will be granted within 5 days of an anticipated emergency, during a declared state of emergency and during a Level II EOC state of preparedness or immediately following an emergency (as determined by the Community Manager). Exceptions will be reviewed and granted

by the Community Manager on a case by case basis. Given the above, employees are expected to prepare their home emergency plans and protect their property during non-work hours and in advance of the possible preparation of District facilities.

2. Those who are not scheduled to work may be called in to assist in the preparation of BBRD facilities. Those called in will be compensated in accordance with the BBRD's policies.
3. BBRD facilities and amenities will be closed in accordance with the Emergency Management plan prior to any anticipated disaster.
4. Per the Emergency Management Plan, non-essential personnel and pre/post disaster essential personnel will be released from work as required. Said employees will be put on administrative leave. Employees who work scheduled shifts in advance of, cessation of normal BBRD operations, and report back to work after the emergency will be compensated for the time on administrative leave up to 32 hours.
5. Employees are required before hurricane season each year to provide their immediate supervisor with an up-to-date contact number or numbers. This number will be the number at which the employee can be reached in the event of preparation for, evacuation of area and Return to Work Notice. Failure to Return to Work when notified at this contact number may result in the determination that the employee has abandoned the job. He or she may be disciplined up to and including termination.
6. During the preparation of facilities and recovery from disasters employees may be asked to perform jobs that are not in their usually daily work or job description. Failure to perform reasonable tasks at the direction of Management of BBRD may be cause for immediate suspension and/or termination.

All compensation policies for non-exempt employees shall be in effect during recovery operations. Non-exempt essential employees who shelter in place will be paid for every hour they are at BBRD, up to 24 hours per day. All other non-exempt employees will only be paid for hours worked at BBRD, excluding Administrative leave hours. Exempt employees working outside their normal hours during the declared emergency may receive compensatory time. Exempt employees working during a declared state of emergency shall record their hours worked (as instructed by the Finance Office) in case federal disaster recover funds cover their hours worked beyond 40 hours per week. In the event reimbursable overtime is paid to exempt employees, BBRD compensatory time shall not be allowed.

DRUG-FREE WORKPLACE

The District does not tolerate the presence of illegal drugs or the illegal use of legal drugs in our workplace. The use, possession, distribution, or sale of controlled substances such as drugs or alcohol, or being under the influence of such controlled substances is strictly prohibited while on duty, while on the District's premises or worksites, or while operating the District's equipment or vehicles.¹ The use of illegal drugs as well as the illegal use of legal drugs is a threat to us all because it promotes problems with safety,

¹ This policy is not intended to prohibit the possession, distribution, and/or sale of alcohol by authorized Food and Beverage Department employees in the normal course and scope of performing their job duties where such possession, distribution, and/or sale of alcohol is a defined part of their job description or has been otherwise authorized in advance by District Management.

customer service, productivity, and our ability to survive and prosper as an organization. Employees in safety-sensitive positions have an obligation to ensure that they are not impaired while engaged in their jobs and do not pose a direct threat to their safety and the safety of others. If you need to take a prescription medication that may affect your ability to safely perform your job duties, you are required to discuss possible accommodations with your Department Manager. Violation of this policy will result in disciplinary action, up to and including termination.

Prior to employment, each potential employee must undergo a drug test. Employees reasonably suspected through observation/documentation to be under the influence of alcohol or other drugs shall be prevented from engaging in further work of any sort and will have given the District cause to subject them to immediate testing, in accordance with the procedures set forth in the policy.

As a condition of employment, employees must notify their Department Manager if they are arrested for a criminal charge relating to illegal drugs and/or alcohol. Such notification must be made within twenty-four (24) hours of the arrest. Any employee who is convicted of violating criminal drug or alcohol statutes must notify an appropriate Department Manager or the Community Manager of that conviction within five days of the conviction. Failure to do so may lead to disciplinary action, up to and including termination.

Barefoot Bay Drug-Free Workplace Program adheres to Florida State Statutes. The Barefoot Bay Drug-Free Workplace Policy is available in the District Office for review.

RESIDENT RELATIONS

At Barefoot Bay Recreation District, delivering excellent customer service is the measure of our success. It is the responsibility of each employee, within reason, to interact with the residents or guest to achieve this goal.

APPEARANCE AND ATTIRE

Management may exercise good discretion to determine appropriateness in appearance. Employees who do not meet a professional standard, to be determined at management's sole discretion, may be sent home to change and non-exempt employees will not be paid for that time off. Some basic essentials of appropriate dress include the need for clothing to be neat and clean. A reasonable dress code prohibits any extreme in dress, accessory, fragrances or hair. It is impossible and undesirable to define an absolute code for dress and fragrances. Management will apply a rule of reason on a case-by-case basis.

Appearance has an impact on both employee performance and customer perceptions; therefore, Barefoot Bay does not allow facial jewelry, specifically eyebrow, nose and lip piercing if the Department Manager deems it a safety hazard. It also requires earrings, hair color, and tattoos on both men and women, to be "professional". To present a professional image to our residents, guest and the public, all employees are required to wear appropriate clothing on the job. Shirts with inappropriate slogans, tight pants, miniskirts, tank tops, cut-offs halter tops, muscle shirts, crop tops and flip flops are not acceptable attire. If District clothing is provided by the District, it must be worn while on duty. By necessity, the dress standards for the business office are somewhat different than for jobsites.

- For the business office, casual business-style dress is appropriate. Employees should be neatly groomed and clothes should be clean and in good repair. Leisure clothes such as jeans, shorts, cut-offs or halter tops are not acceptable attire for the business office, which includes the New

Administration Building . Management may designate days in which more casual attire is acceptable.

- For worksites, employees are expected to wear clothes appropriate for work to be done as outlined by the Department Manager or Community Manager. Employees should be sensitive to the location and context of their work and should be ready to adjust their dress if the circumstances so warrant. Employees at a jobsite should wear clothing that protects their safety and wear clothing in such a way as to be safe (e.g., shirts tucked in when working around machinery).

CONFLICTS OF INTEREST

Barefoot Bay Recreation District is a special unit of local government which means that Florida Statutes have established clear rules of conduct. You should avoid external business, financial, or employment interests that conflict with the District's community & business interests or with your ability to perform your job duties. This applies to your possible relationships with any other employer, consultant, contractor, resident, or supplier.

Violations of law may lead to disciplinary action, up to and including termination, and prosecution under the law.

SOLICITATION AND DISTRIBUTION

For the safety, convenience, and protection of all employees, the District has adopted the following rules concerning solicitation and the distribution of materials:

- The District prohibits solicitation and distribution of non-district materials on District property or at District sites at all times.
- Commercial solicitation is prohibited while on District properties. The gathering of signatures for petitioning of elected officials is prohibited within buildings or upon District facilities. Bona fide non-profit 501(c) fundraising efforts shall be permitted.

PERSONAL CALLS, VISITS, AND BUSINESS

The District expects the full attention of its employees while they are working. Although employees may occasionally have to take care of personal matters during the workday, employees should try to conduct such personal business either before or after the workday or during breaks or meal periods.

Employees should also limit incoming personal calls, internet use, visits, or personal transactions on both District and personal devices (use of personal devices is allowed on breaks). The District's phones should be available to serve the District's community, and non-business use of the phones can hurt the District's operations. A pattern of excessive personal phone calls, personal visits, and/or private business dealings is not acceptable and may lead to disciplinary action.

INSPECTION OF PERSONAL AND DISTRICT PROPERTY

The District's employees use the property and equipment the District owns and provides, and may also use the District's materials, information, and other supplies. While employees may decorate their office workspaces with their personal possessions (such as pictures, plants, and the like), employees must remember that property supplied by the District remains the property of the District. The District reserves the right to search any District property (e.g., personal computers, desks, lockers, or other storage areas) at any time. Refusal to allow inspection may lead to disciplinary action, up to and including termination.

WORKPLACE MONITORING

Workplace monitoring may be conducted by Barefoot Bay Recreation District to ensure quality control, employee safety, security, and customer satisfaction.

Barefoot Bay Recreation District may conduct video surveillance of non-private workplace areas. Video monitoring is used to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage or prevent acts of harassment and workplace violence.

Because Barefoot Bay Recreation District is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

Notice is hereby given that video surveillance may occur on District property. In the event a video surveillance recording captures an employee or other building user violating District policies, rules or local, state, or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against the employee or other building user and may also be provided to law enforcement agencies.

No employee, unless authorized by the Community Manager or designee, shall tamper with, alter, turn off or otherwise adjust CCTV cameras or equipment. Employees who violate this prohibition will be disciplined including up to termination based on the severity and nature of the offense.

NETWORK AND ELECTRONIC RESOURCES POLICY

Network and Electronic Resources, such as computers, other hardware, software, e-mail, landline and cellular telephones, fax machines and internet access, are tools that the District provides its employees to assist them in their work. These Network and Electronic Resources and related access systems are proprietary District property and subject to review or access by the District at any time.

All employees who use the District's Network and Electronic Resources must follow the guidelines below:

1. Use Network and Electronic Resources for District business purposes only.
2. Messages and communications sent via the District's Network and Electronic Resources are subject to the Public Records Act, and may be used in legal proceedings. Thus, all records are open to public review. Please consider this before sending any confidential messages or material via the Network and Electronic Resources.
3. E-Mail is not a substitute for face-to-face communication. If you have a conflict with someone or need to discuss an important issue, it should be handled in person or over the telephone if a meeting is not possible.

4. Remember that all of the District's policies, including but not limited to policies on Equal Employment Opportunity, Harassment, Confidentiality, Personal Conduct and Rules of Conduct, apply to the use of the District's Network and Electronic Resources. Employees must not review or forward sexually explicit, profane or otherwise unprofessional or unlawful material through the District's Network and Electronic Resources
5. District's Network and Electronic Resources are the District's property and will be assigned to employees as needed. Upon assignment of original password, employees shall change the password to a unique password. Passwords shall not be shared with any co-workers, supervisors or other persons. Only the Community Manager, District Clerk or designee are authorized to download or install any software or program on any District computer or other hardware.
6. The District expressly prohibits the unauthorized use, installation, copying or distribution of copyrighted, trademarked or patented material.
7. Employees must not attempt to override or evade any program or measure installed by the District to protect the security or limit the use of its Network and Electronic Resources.
8. Employees shall not play non-work-related video and/or music streaming during regular business hours from District computers or devices.

The District retains the right to review all communications conducted and data saved, reviewed or accessed via the District's Network and Electronic Resources, including District computers, e-mail and internet access. The District does not permit its employees to access or use any District password, e-mail or internet access other than their own. Inappropriate use of Network and Electronic Resources may result in discipline, up to and including discharge. Employees should be careful to safeguard their passwords, log off their terminals when not in use and not permit others to access District systems.

CONFIDENTIAL AND PROPRIETARY INFORMATION

In the course of employment, you may have access to confidential information or other information regarding the District or fellow employees. It is your responsibility to refrain from revealing or divulging any such information and that you use it only in the performance of your duties. Even information subject to public records laws shall be considered confidential until such time a request is made by the public to review such information. Violation of this policy shall be considered misconduct connected with employment as contemplated by Chapter 443 of the Florida Statutes, governing unemployment compensation, and shall subject the employee to immediate dismissal.

PERSONAL CONDUCT

As a condition of employment, employees must notify their Department Manager if they are arrested for a criminal charge. Such notification must be made within twenty-four (24) hours of the arrest.

RULES OF CONDUCT AND PROGRESSIVE DISCIPLINARY PROCEDURE

There are reasonable rules of conduct which must be followed in any organization to help a group of people work together effectively. The District expects each employee to present himself or herself in a professional appearance and manner. If an employee is not considerate of others and does not observe reasonable work rules, disciplinary action will be taken.

Depending on the severity or frequency of the disciplinary problems, a verbal or written reprimand, suspension without pay, disciplinary probation, or discharge may be necessary. It is within the District's sole discretion to select the appropriate disciplinary action to be taken. Notwithstanding the availability of the various disciplinary options, the District reserves the right to discharge an employee at its discretion, with or without notice.

Although employment with Barefoot Bay Recreation District is based on mutual consent and both the employee and Barefoot Bay Recreation District have the right to terminate employment at will, with or without cause or advance notice, Barefoot Bay Recreation District may use progressive discipline at its discretion. These steps are guides only; it is not to be assumed that any one of them, or all of them in progression, will automatically be administered.

Barefoot Bay Recreation District recognizes that each disciplinary situation is unique. Therefore, management retains the right to treat each incident on an individual basis at its discretion. However, in considering the discipline to be utilized in a particular case, management may consider the severity of the event, the cost involved to Barefoot Bay Recreation District, the interval between violations of a similar nature by the same employee, other violations, the employee's overall work record, the employee's length of service, and other factors as may bear upon the efficient and harmonious operation of Barefoot Bay Recreation District. While Barefoot Bay Recreation District is in no way bound to follow any specific procedures, the following forms of discipline may be utilized:

- **ORAL WARNING** - For minor offenses, the employee should be given an oral warning and documenting with the date, and the incident in the District employee's personnel file.
- **WRITTEN WARNING** - If the Oral Warning does not produce the necessary improvements and when repeated; or, when more severe offenses occur, the employee should be given a written warning. The written warning must include what has occurred, what rule or policy has been violated, what is expected of the employee, the amount of time allowed for improvement and make specific reference to all previous warning(s) (if any) that pertain in any way, to this warning. The warning statement should also contain a statement as to what more drastic disciplinary action will be taken if the employee does not correct the situation or commits further policy or rule infractions. All the facts of the case leading to the written warning should be discussed with the employee in private, with no interruptions. A copy of the written warning should be provided to the employee. The employee should acknowledge receipt of the written warning by signing the Written Warning document (memo). The employee should be encouraged to make any comments she/he feels is pertinent to the situation. If the employee refuses to sign the Written Warning, it is the responsibility of the Department Manager to so state on the form prior to forwarding it to be put in the District employee's personnel file.

Following a written warning the immediate supervisor under guidance of the Human Resources shall jointly develop a "Corrective Action Plan" with the employee to give clear expectation of how the employee can correct his/her work-related deficiencies

- **SUSPENSION** - A period of time that an individual is not permitted to work or receives pay from Barefoot Bay Recreation District. Suspension is appropriate in lieu of termination, when management feels an investigation of the circumstances is warranted and immediate "defusing" of a situation becomes necessary or when conflict with another employee warrants both to be suspended until an investigation uncovers the individual culpability of the conflict. Suspensions are generally without pay and are issued for a period of one (1) to ten (10) working days depending upon the seriousness

of the infraction. If there is a need to dock pay from an exempt employee because of a suspension, the pay will be docked in full day increments.

Following a suspension, the immediate supervisor under guidance of the Human Resources shall jointly develop a "Corrective Action Plan" with the employee to give clear expectation of how the employee can correct his/her work related deficiencies

- DEMOTION - Demotions occur when employees do not follow the methods and procedures established for the particular job function or when the employee does not sustain quality performance.
- DISMISSAL - Dismissals are the involuntary separation of an employee at Barefoot Bay Recreation District. Dismissals should be substantiated with documentation of previous disciplinary actions, except in those cases serious enough to warrant immediate dismissal.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and Barefoot Bay Recreation District. All discipline actions must be documented in the employee file.

The following is not a complete list of offenses for which an employee may be subject to discipline, but it is illustrative of those offenses that may result in immediate discipline, up to and including dismissal, for a single offense:

1. Excessive absenteeism or tardiness.
2. Dishonesty, including falsification of District-related documents, Employment Applications, or misrepresentation of any fact.
3. Fighting, disorderly conduct, horseplay, or any other behavior which is dangerous or disruptive.
4. During your working hours for the District, being in the possession of, consumption of, or being under the influence of alcoholic beverages or illegal drugs.
5. Illegal manufacture, distribution, dispensation, sale, possession, or use of illegal drugs or un-prescribed controlled substances.
6. Reporting for work with illegal drugs or un-prescribed controlled substances in your body.
7. Possession of weapons, firearms, ammunition, explosives, or fireworks, in accordant with current Local, State, and Federal laws.
8. Failure to promptly report a workplace injury or accident involving any of the District's employees, residents, equipment, or property.
9. Willful neglect of safety practices, rules, and policies.
10. Speeding or reckless driving in a District Vehicle.
11. Violation of a criminal or civil state or federal law or other conduct which may damage the reputation of District.
12. Use of profane language while on District business.
13. Stealing, misappropriating, or intentionally damaging property belonging to the District or its residents or employees.
14. Unauthorized use of the District's or its residents' name, logo, funds, equipment, vehicles, or property.
15. Insubordination, including failure to comply with any work assignments or instructions given by any District Department Manager or immediate supervisor with the authority to do so.

16. Violation of the District's Equal Employment Opportunity Policy or its Harassment Policy.
17. Interference with the work performance of other employees.
18. Failure to cooperate with an internal investigation, including, but not limited to, investigations of violations of these work rules.
19. Failure to maintain the confidentiality of information belonging to the District or its residents.
20. Failure to comply with the personnel policies and rules of the District.
21. Unauthorized tampering, altering, turning off or adjusting District electronic equipment, including but not limited to CCTV system.

RE-EMPLOYMENT

Former employees who are rehired and return to work within three months of their termination will not be required to go through another probationary period, unless the District deems it necessary. Former employees who are rehired and return to work more than three months after their termination will be rehired only as new employees and must complete a new probationary period. They will be considered new employees for any and all benefits. As a general rule, the District will not rehire former employees who:

- Were dismissed by the District
- Resigned without giving two weeks' notice
- Were dismissed for inability to perform job duties
- Had a poor attendance record
- Had a below-average evaluation
- Violated work rules or safety rules

Variances from the above referenced general rule shall be authorized by Human Resources and the Community Manager.

OUTSIDE EMPLOYMENT

The District discourages our employees from taking additional outside employment. Employees who wish to take on outside employment must first obtain permission from their Department Manager or the Community Manager. Work requirements for the District, including overtime, must take precedence over any outside employment.

If the District permits an employee to take outside employment, the employee must report to his or her Department Manager when the outside job has started. If, as a result of this outside employment, the employee is unable to work when requested by the District, including overtime, or is unable to maintain a high work performance level at the District, permission to work at the outside job may be rescinded, or the employee may be subject to termination.

Employees are not permitted to work for any vendor of the District outside of the regular working hours as described above, without the express approval of the District's Community Manager or his or her designated representative.

The District will not pay medical benefits for injuries or sickness resulting from employment by any employer other than the District.

BENEFITS

HEALTH INSURANCE

Barefoot Bay Recreation District's health insurance plan provides employees and their dependents access to medical and dental care insurance benefits. Employees in the following employment classifications are eligible to participate in the health insurance plan:

Full-time employees and part-time employees who work 30+ hours per week. Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between Barefoot Bay Recreation District and the insurance carrier.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) policy for more information.

Details of the health insurance plan are described in the employee benefits package.

VOLUNTARY INSURANCE AND BENEFITS

In addition to health insurance programs, the District offers benefits and insurance that Regular full-time employees may elect at their cost. Currently, these benefits include additional life insurance, Accidental Death and Dismemberment (AD&D) insurance, retirement plan, tuition reimbursement, short-term disability insurance, long-term disability insurance, and dental insurance. These optional benefits are subject to change from time to time.

TUITION REIMBURSEMENT

Approval for participation in this program must be granted in advance of the start of the classes, by the employee's immediate supervisor, Department Manager and HR, in order for the participant to be reimbursed. Application made after the start of classes may not be approved.

Employees in the following employment situations are eligible to participate in Tuition Reimbursement:

Regular full-time employees and under certain circumstances part time employees may take academic course work and receive reimbursement for tuition. Courses must be job related.

A.

- I. Courses must be taken at an accredited institution and are normally taken on the employee's own time.
- II. Employees may seek reimbursement only for courses that are directly related to their current position.

- III. The District will provide 100% tuition reimbursement only for classes that the employee successfully completed and passed. There is no reimbursement for classes that have not been completed or failed.
- IV. Separation from employment with Barefoot Bay Recreation District terminates any eligibility for this program. The District must be reimbursed for any funds it has expended if separation occurs prior to the completion of the course(s).
- B. Course reimbursement will be made after completion of course with documentation of course passing.
- C. Each budget year funds will be allocated for this program and managed by Department managers. If the allocated funds are exhausted no further reimbursements will be made for the balance of the current budget year.
- D. If you terminate employment within three (3) years after completion of a course for which you have received tuition assistance, you must reimburse Barefoot Bay in an amount proportionate to the three (3) year period of employment not completed, rounded to the nearest month.

VACATION TIME

Regular Full-Time and Regular Part-Time Employees are eligible to earn vacation hours. Vacation time begins to accrue at the start of the first full pay period following an employee's hire date; however, employees may not use accrued vacation time until after completing six months of employment. Vacation Time must be scheduled and approved by your Department Manager. Department Managers may approve requests that are not submitted timely in extraordinary situations. Every effort will be made to accommodate vacation requests; however, business needs will determine the ability to honor such requests.

Temporary and seasonal employees are not eligible for paid vacation.

Regular Full and Part-Time Employees earn vacation based upon their length of service with BBRD according to the schedules below:

Regular Full-time Employees – Vacation Accrual Schedule

Length of Service – From Hire Date	Vacation Accrual	Old Annual Rate	New Annual Rate
0 - 5th year	3.70 hours per pay period.	96 Hours	96.2 Hours
6th year - 10th year	4.62 hours per pay period.	120 Hours	120.12 Hours
11th year - 15th year	5.54 hours per pay period.	144 Hours	144.04 Hours
16th year +	6.47 hours per pay period.	168 Hours	168.22 Hours

Regular Part-Time Employee – Vacation Accrual Schedule

Length of Service - From Hire Date	Vacation Accrual	Old Annual Rate	New Annual Rate
0 - 2nd year	1 hour per pay period.	24 Hours	26 Hours
3rd year +	2 hours per pay period.	48 Hours	52 Hours

Maximum Accrued Time:

The maximum amount of Vacation Time a Regular Full-Time Employee (work at least 20 hours per week) may accrue is 240 hours. The maximum amount of Vacation time a Regular Part-Time Employee (work at least 20 hours per week) may accrue is 90 hours. No hours will be credited to the employee's Vacation Time once an employee reaches her/his applicable maximum hours until hours are used and the balance falls below the applicable maximum.

Holiday, Sick Time and Bereavement Leave may occur while an employee is on an approved vacation and may not count as vacation time. When sickness occurs while on vacation, the period of illness may be charged as sick leave and not vacation time if a request supported by a medical certification is that made within two business days of the employee returning to work. Part-time employees are not eligible to earn, accrue, receive donated, use sick time, or be paid for unused sick time upon separation from employment. If bereavement leave is approved within a period of vacation, the vacation may be extended, or the vacation leave may be reduced by the bereavement leave.

Exempt employees who have a minimum of one hundred twenty (120) hours of unused recorded vacation time may convert forty (40) hours of such unused vacation time to cash one time per fiscal year.

Upon termination, all employees of the District have the right to be paid for any unused vacation time accrued by the employee up to the maximum allowable accrual.

The following key points provide answers to the most frequently asked questions concerning Vacation Time:

- An employee in his or her initial 6-months employment is not eligible to use Vacation Time. However, an employee is accruing Vacation Time during this period that will be available upon completion of this 6-month period.
- Employees on short-term illness or Family Medical Leave Act (FMLA) leave will not accrue Vacation Time.
- Upon termination from the District, employees who have completed their initial 6-month employment period will be paid in their last check for any accrued, but unused Vacation time.

SICK LEAVE

Sick leave is only available for Regular Full-Time employees and is not intended as additional vacation or paid time off. Part-time employees are not eligible to earn, accrue, receive donated, use sick time, or be paid for unused sick time upon separation from employment. Sick leave begins to accrue at the start of the first full pay period following an employee's hire date; however, employees may not use accrued sick leave until after completing six months of employment. Sick leave shall not accrue when an employee is on any type of leave, other than vacation.

Regular Full Time Employees earn Sick Leave based upon their length of service with BBRD according to the schedule below:

Length of Service – From Hire Date	Sick Leave Accrual	Old Annual Rate	New Annual Rate
0 - 10th year	3.70 hours per pay period.	96 Hours	96.2 Hours
11th year +	5.56 hours per pay period.	144 Hours	144.56 Hours

Sick leave may be used for personal illness, the death or critical illness of a member of your immediate family, to keep medical and dental appointments, and to supplement workers compensation or disability, in order to equal the employee's usual gross pay prior to the workers compensation triggering event. Holidays that occur while an employee is on Sick leave will count as a holiday rather than as a Sick leave. Part-time employees are not eligible to earn, accrue, receive donated, use sick time, or be paid for unused sick time upon separation from employment.

If you will be absent from work due to an illness, notice must be given to your immediate supervisor prior to or at your scheduled reporting time, each day you are absent from work due to illness. If you are to be absent and fail to comply with the rules and regulations covering sick leave, you may be subject to disciplinary action. If you are absent from work and you are unable to contact your Department Manager because of a serious emergency situation or an accident, you must contact your Department Manager as soon as you are able. Department Managers are responsible for determining that sick leave is properly authorized and used in accordance with this policy. At the discretion of the Department Manager, you must furnish a written medical certification that substantiates the illness and/or injury and your need to be absent from work. Absences of three (3) or more consecutive days will require medical certifications that affirm your illness and/or injury and permits you to return to work.

Holidays that occur while an employee is on Sick leave will count as a holiday rather than as a Sick leave. Part-time employees are not eligible to earn, accrue, receive donated, use sick time, or be paid for unused sick time upon separation from employment.

Full-time employees who retire, resign, convert to part-time employment, convert to seasonal employment, or who are laid off will receive pay for their accrued sick leave upon separation from employment or change of status. No payment shall be made for unused sick leave except at retirement, resignation or layoff. Part-time employees are not eligible to earn, accrue, receive donated, use sick time, or be paid for unused sick time upon separation from employment.

Payment will be at the following schedule:

Length of Service – From Hire Date	Sick Leave Payout
0 - 5th year =	10%.
6th year - 10th year	15%
11th year - 15th year	20%
16th year - 20th year	25%

21st year - 25th year	30%
25th year +	40%

ADDITIONAL BENEFITS

- Employees are entitled to a reduced-price lunch at the lounge and 19th Hole during their working hours.
 - All employees are permitted to play one game of golf a week for \$5 from November through April and two times a week from May through October at no charge for greens fees.
 - All full-time employees may join the ICMA Retirement Corporation Plan. The District will match employee deductions one for one up to a maximum of 3% of the employee's gross pay.
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LEAVES OF ABSENCE

FAMILY AND MEDICAL LEAVE (FMLA ELIGIBILITY)

Employees may qualify for an unpaid leave under the Family and Medical Leave Act (FMLA) for up to twelve weeks per year. FMLA can be taken as either a single block of time such as whole weeks, as part time such as single days, or in small blocks of time such as hours and in some cases less than an hour if medically necessary.

To be eligible for FMLA leave the employee must meet these criteria:

- Be employed with the District for at least 12 months
- Have worked at least 1250 hours over the previous 12 months
- Have not already exhausted any FMLA leave entitlement for the past 12 month period.

The following circumstances qualify for FMLA leave:

- Birth of an employee's child and to bond with such child within one year after birth.
- Placement of a child with an employee for adoption or foster care and to bond with such child within one year of placement.
- The employee is needed to care for a child, spouse, or parent who has a "serious health condition".
 - A child shall mean the covered employee's biological, adopted, or foster child, stepchild, legal ward, and child of a person standing *in loco parentis* who is under 18 years of age or is over 18 years of age and is incapable of self-care because of a physical or mental disability. *In loco parentis* is a person who provides day-to-day care or financial support for a child with no biological or legal relationship to the child.
 - A parent means a covered employee's biological, adoptive, step, foster or *in loco parentis* father or mother. This term does not include parents "in law".
 - A "spouse" means a husband or wife as defined under the law in the State of Florida.

- The employee is unable to perform the functions of his or her position because of his or her own “serious health condition”.
- Any qualifying exigency arising out of the fact that an employee’s spouse, son, daughter, or parent is a covered military member on covered active duty
- Military Caregiver Leave – 26 workweeks of job-protected leave during a single 12-month period to care for a covered service member with a serious injury or illness, if the eligible employee is a service member’s spouse, son, daughter, parent or next of kin.

SERIOUS HEALTH CONDITION

An employee may take FMLA to care for a spouse, child, parent who has a serious health condition or when the employee is unable to work because of their own serious health condition.

Serious health conditions include:

- Conditions requiring an overnight stay in a hospital or other medical care facility;
- Conditions that incapacitate the employee or covered family member for more than three consecutive days and require ongoing medical treatment (either multiple appointments with a health care provider, or a single appointment and follow-care such as prescription medication);
- Chronic conditions that cause occasional periods when the employee or family member are incapacitated and require treatment by a health care provider at least twice a year; and
- Pregnancy (including prenatal medical appointments, incapacity due to morning sickness and medically required bed rest).

REQUESTING FMLA LEAVE

If the employee knows in advance of the need for FMLA Leave, (for example, pregnancy or planned surgery) the employee is required to give notice to the BBRD at least 30 days in advance.

If the employee learns of the need for FMLA leave less than 30 days in advance (for example, sudden illness), the employee must give BBRD notice as soon as possible (generally either the day the employee learns of the need or the next work day).

When the employee needs FMLA unexpectedly (for example, emergency medical care or an accident) and is unable to notify the District, the employee must inform the employer as soon as possible and follow the usual notice or call-in procedures when the employee is able.

A ***Family and Medical Leave Request Form*** must be fully completed and signed by the employee prior to the commencement date of the leave. The employee’s notice must include sufficient information for the District to determine that the employee may have a FMLA qualifying reason and the anticipated timing and duration of the leave. It is imperative that the employee complete and return any forms as requested and within the required timeframe. Failure to meet those requirements may result in a delay or denial of

FMLA leave. Also, failure to provide requested documentation of the reason for an absence from work may lead to termination of employment.

The employee's initial request will be acknowledged in writing within 5 business days by Human Resources, and the employee will receive the following information:

- An eligibility notice stating if the employee's leave is or is not covered under the Family Medical Leave Act. If the employee is not eligible, the HR Department will state the reason for ineligibility.
- A notice of your rights and responsibilities under FMLA including:
 - A definition of the 12-month period used to keep track of FMLA usage. The BBRD will measure the 12-month period as a "rolling 12-month period measured backward" from the date an employee uses any leave under the policy. Each time an employee takes leave, the BBRD will compute the amount of leave the employee has taken under this policy and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.
 - The right to use paid leave and whether the employee will be required to use their paid leave. BBRD requires that all available paid leave be used first and will provide the employee with their current available Paid Time Off (the amount could change based on the employee's action leave date).
 - Information on the continuation of health benefits.
 - The employee's right to return to his or her job at the end of the 12-week FMLA leave.
 - A request for medical certification as required.

MEDICAL CERTIFICATION

If Leave is due to illness, the employee must supply medical certificate indicating:

- Contact information for the health care provider
- The onset of the serious health condition
- How long it is expected to last
- Appropriate medical facts about the condition
- Whether the employee needs leave continuously or intermittently and specific information about how often, how much time and information about the medical necessity for taking intermittent leave.

Failure to return the medical certification within 15 calendar days after the request, could result in the leave not being covered under the FMLA, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

If any of the required information for certification is missing, the employee will be notified in writing. He or she must provide the missing information within 7 calendar days. If the District has concerns about the validity of the certification, it may request a second opinion at the District's cost. If the first and second opinion differs, it may request a third opinion at the District's cost. If the employee's need for leave continues for an extended period of time, or if it changes significantly, the District may require the employee to provide an updated re-certification at intervals in accordance with the FMLA.

The employee will be required to furnish a certificate stating that he or she is physically able to resume his or her responsibilities before he or she is permitted to return to work. Return to work may be delayed or denied if the appropriate documentation is not provided in a timely manner.

BENEFITS WHILE ON LEAVE

While on Leave the employee will not be eligible for paid holidays. The employee must use all PTO as a part of and at the beginning of the leave.

Group health insurance benefits will be continued on the same basis as if the employee had continued active employment. Any share of the group health plan premiums which had been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period. If premiums are raised or lowered, the employee must pay the new premium rates. Only group health insurance benefits and premium payments will be maintained during the requisite period.

Premiums for other benefits, such as additional supplemental life insurance, must be fully paid by the employee.

If a premium payments more than 30 days late, the District will provide written notice to the employee that the payment has not been received. Such notice will be mailed to the employee at least 15 days before coverage is to cease, advising that coverage will be dropped on a specified date at least 15 days after the date of the letter unless the payment has been received by that date.

Employees who fail to return from a leave and have maintained medical insurance coverage will be responsible for reimbursing the District for the Employer's portion of the premiums paid by the District while on such leave. However, the District will not send reimbursement for premiums if the employee's failure to return to work is due to the continuation, recurrence, or the onset of a serious health condition or other circumstances beyond the employee's control.

RETURN TO WORK

During FMLA leave, the employee must provide HR with periodic reports regarding the employee's status and intent to return to work. If the employee does not contact Human Resources during that time, we will consider the employee to have voluntarily resigned from his or her position.

For a Leave in excess of one month, contact should be made no later than two weeks prior to the employee's intended return date. For a Leave less than one month in duration, contact should be made no later than five days prior the employee's intended return date. If the employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide HR with reasonable notice, i.e., within two business days of the employee's changed circumstances and new return to work date.

If the employee gives HR notice of the employee's intent not to return to work, the employee will be considered to have voluntarily resigned.

If the employee fails to return to work, the last day of leave will be considered the employee's date of resignation.

Before the employee returns to work from FMLA leave for the employee's own serious health condition, the employee may be required to submit a fitness for duty certification from the employee's health care provider, with respect to the condition for which the leave was taken, stating that the employee is able to resume work.

JOB RESTORATION

Upon return from authorized FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits and other terms and conditions of employment. In addition, an employee's use of FMLA cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA, nor be counted against the employee under a "no fault" attendance policy.

If the Leave was covered under the Family Medical Leave Act, and the employee is returning within the specified 12-week period, the employee will be notified by Human Resources whether to return to the position he or she held at the time the Leave began, or alternatively, what comparable position the employee has been assigned to. Only Human Resources is authorized to allow the employee to return to work. The employee will be required to provide proof from a physician that he or she is medically capable of returning.

The employee will not be guaranteed reemployment for FMLA in excess of 12 weeks.

If the Leave was not covered by the Family Medical Leave Act, the employee will be notified whether a position is available for him or her.

KEY EMPLOYEES

Under specific and limited circumstances, BBRD may deny job restoration to "key employees" whose restoration to employment after FMLA leave will cause substantial and grievous economic injury to its operations. A "key" employee must be among the highest paid 10 percent of all the employees – both salaried, non-salaried, eligible and ineligible who are employed by the employer within 75 miles of the worksite.

KEY EMPLOYEE NOTIFICATION

BBRD will:

- Notify the employee in writing of his/her status as a key employee at the time of the FMLA leave request
- For unforeseeable leave, BBRD will provide written notice at the start of the leave to inform the employee of the potential consequences regarding reinstatement.
- If the employee is already on leave, BBRD will offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice
- Once it is determined that job restoration will cause substantial economic injury, the key employee will be notified of the decision, the reasons for the determination and that he or she is still entitled to take the leave.
- After taking FMLA leave, a "key" employee is still entitled to request reinstatement and the BBRD will determine and again notify the employee as to whether reinstatement will cause severe economic injury.

DONATIONS OF SICK LEAVE

Full-time ~~e~~Employees with greater than eighty hours of accrued sick time, or who are separating from the District, may donate leave to ~~a~~ full-time employee who has experienced an FMLA leave qualifying event from your accrued vacation or sick time on an hour to hour basis. Donations may be made under the following conditions in regard to receiving full-time employee: he/she has not abused sick leave in the past; the illness is documented; all sick and annual leave is exhausted; and only the specific amount of leave time which is needed may be donated. Part-time employees are not eligible to earn, accrue, receive donated, use sick time, or be paid for unused sick time upon separation from employment.

BEREAVEMENT LEAVE

The District will provide up to three days of paid bereavement leave for all District employees upon the death of an immediate family member. Part time employees will be paid for their regularly scheduled hours.

For purposes of this policy, “immediate family” is defined as the employee’s or the employee’s spouse’s parents, siblings, children, grandparents, grandchildren, the employee’s spouse, or any other relative who resides in the employee’s household. If an employee must travel out of state for this purpose, five (5) days of paid bereavement leave will be granted.

Employees should direct all requests for Bereavement Leave to their Department Manager or to the Community Manager.

While on Bereavement Leave, an employee will be paid at straight time for the hours the employee was scheduled to work on the days missed.

JURY LEAVE

All employees of the District who are called for jury duty will be granted time off with pay to perform this civic duty for the hours that they are scheduled for work. Employees must notify their immediate supervisor as soon as they learn they have been summoned as a juror so that work arrangements can be made. In order to be paid for Jury Leave, an employee must provide his or her immediate supervisor with the jury summons and a note from the Clerk of the Court indicating the times the employee was in court for jury duty. The District will pay employees straight time for their regularly scheduled hours of work, for up to five days of jury service. An employee who is excused from jury duty prior to the end of a regularly scheduled workday must notify the Department Manager who will determine if the employee is to report for work for the remainder of that day.

MILITARY LEAVE

The District will grant Regular full-time employees called into temporary active military service an unpaid leave of absence and reemployment rights as per Uniformed Services Employment and Reemployment Rights Act (USERRA) provided that:

- The employee provides advance written or verbal notice of service within a reasonable amount of time.
- The cumulative service is 5 years or less
- The employee returns to work or applied for re-employment in a timely manner after the conclusion of service:
 - Less than 31 days = next work period beginning at least 8 hours after arriving home
 - 31-180 days = Within 14 days, or if not possible then next full day after it becomes possible
 - Over 180 days = no later than 90 days.
- The employee has not been separated from service with a disqualify discharge or under other than honorable conditions.

The employee has the right to elect to continue existing employer-based health plan coverage for the employee and dependents for up to 24 months while in the military and if the employee chooses not to continue coverage, generally has the right to be reinstated in the health plan upon re-employment without any waiting periods or exclusion.

Upon re-employment, the employee must be reinstated to the job and benefits that he or she would have attained if the employee had not been absent due to military service, or in some cases, a comparable job.

Employees may use accrued vacation time during a military leave of absence but are not required to do so.

Unpaid military leave will be granted in accordance with U.S. Federal law.

DOMESTIC VIOLENCE LEAVE POLICY

In accordance with Florida Statute 741.313, an employee may be granted up to three (3) working days of leave (unpaid or paid if the employee chooses to use Vacation Time) if the employee (or a family or household member of the employee) is the victim of domestic violence.

NOTE: "Family or household" means spouse, former spouse(s), persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family and persons who are parents of a child in common (regardless of whether they have been married). With the exceptions of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same dwelling unit.

Reasons this leave can be requested include:

1. To seek an injunction for protection against domestic violent or an injunction for protection in cases of repeat violence, dating violence, or sexual violence.

2. To obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence.
3. To obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter, program or a rape crisis center as a result of the act of domestic violence.
4. To make your home secure from the person responsible for the domestic violence or to seek new housing to escape this person.
5. To seek legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court related proceedings arising from the act of domestic violence.

Except in cases of imminent danger to the health or safety of you or your family or household member, and employee must provide appropriate advance notice of the need for leave, along with sufficient documentation of the act of domestic violence or sexual violence. This documentation may include copies of restraining orders, police reports, orders to appear in court, etc.

RETURNING/NOT RETURNING FROM A LEAVE OTHER THAN FMLA

When an employee is ready to return from a leave of absence without pay, the District will attempt to reinstate the employee to his or her former position or to one with similar responsibilities on a case by case basis.

An employee who returns to work following an unpaid leave will be considered as having continuous service. If an employee does not return from an unpaid leave of absence without pay, the termination date is the last day of the authorized leave period or the date the employee notifies his or her supervisor or manager that he or she is not returning, whichever is sooner. Such employees may be considered for reemployment.



ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I have received the current **Barefoot Bay Recreation District Employee Handbook Amended by Barefoot Bay Recreation District Board of Trustees and Approved on ~~October 12, 2018~~ July 10, 2020**. I have read and understand the material covered. I have had the opportunity to ask questions about the policies in this handbook, and I understand that any future questions that I may have about the handbook or its contents will be answered by the Community Manager or his or her designated representative upon request. I agree to and will comply with the policies, procedures, and other guidelines set forth in the handbook. I understand that the District reserves the right to change, modify, or abolish any or all of the policies, benefits, rules, and regulations contained or described in the handbook as it deems appropriate at any time, with or without notice. I acknowledge that neither the handbook nor its contents are an express or implied contract regarding my employment.

I further understand that all employees of the District, regardless of their classification or position, are employed on an at-will basis, and their employment is terminable at the will of the employee or the District at any time, with or without cause, and with or without notice. I have also been informed and understand that no officer, agent, representative, or employee of the District has any authority to enter into any agreement with any applicant for employment or employee for an employment arrangement or relationship other than on an at-will basis and nothing contained in the policies, procedures, handbooks, or any other documents of the District shall in any way create an express or implied contract of employment or an employment relationship other than one on an at-will basis.

I further understand part-time employees are not eligible to earn, accrue, receive donated, use sick time, or be paid for unused sick time upon separation from employment.

Signature

Date

Printed Name



Barefoot Bay Recreation District

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

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

Memo To: Board of Trustees

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

Date: July 10, 2020

Subject: Manager's Report

Resident Relations

ARCC Meeting 7/7/20 agenda

- 18 Consent items
- 13 Other items - approved
- 1 Old Business (permit extension)

Next ARCC Meeting

- Is scheduled for 10am on 07/21/20

Violations Committee Meeting 06/26/20

- 18 cases were on the agenda
- 7 came into compliance prior to the meeting
- 1 is working with DOR staff towards voluntary compliance
- 9 were found in violation

Violations Committee Meeting 7/10/20

- 16 cases are on the agenda

Interesting Fact of June

- 39 homes were sold

Golf-Pro Shop

- Irrigation system Design and Engineering
 - Have two quotes and staff is analyzing them
 - Expect award of contract on one of the next two BOT Meeting agendas
- Lake bank repair: Left #1 beginning July 7th

- Coming this summer:
 - Golf Staff vs. Member Invitational (Ryder Cup style event)
 - This is a limited invitational event, but the public can come out and cheer (we will be following social distance protocols)

Property Services

- Picked up and began installation of the pavers for Mini golf scheduled to begin week of July 6th
- Continued work on the East Lake trail
- Repainted the hall in the 19th Hole
- Received the new custodian utility cart
- Completed the 19th hole kitchen floor replacement and reinstalled the equipment
- Met with potential bidders for the Shopping Center roof project (as part of the RFP process)
- Rewired the sign at the Shopping Center
- Set out and removed flags for Flag Day
- Provided Beach Restroom building vendor with desired paint codes for completion of the building
- Addressed all current DOR violations
- Continued soliciting bids for various projects