



**BAREFOOT BAY  
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting  
May 14, 2021 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. Minutes dated April 27, 2021 and Quarterly Townhall minutes dated April 29, 2021.
- 6. Treasurer's Report**
  - A. Treasurer's Report
- 7. Audience Participation**
- 8. Unfinished Business**
  - A. FY22 Proposed Budget Review
  - B. Phased Re-opening Discussion
- 9. New Business**
  - A. Adoption of Amended Policy Manual: Revising swimming rules and additional rules for remote control boat usage
  - B. Rules for the Board of Trustees Amendment
  - C. Accounting and Audit Services Renewal Agreement
  - D. Shuffle Board Bench Covers Award of Contract
  - E. 19th Hole Walk-in Cooler/Freezer Site Design
  - F. FY21 Budget Amendment: Trimming of Palm Trees on the Golf Course
- 10. Manager's Report**
  - A. 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

April 27, 2021

7PM –Building D&E

### Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on April 27, 2021 Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Maino called the meeting to order at 7PM.

### Pledge of Allegiance to the Flag

Led by Mr. Grunow.

### Roll Call

Present: Mr. Maino, Mr. Grunow, Mr. Nugent, Mr. Morrissey. Also, present, John W. Coffey, ICMA-CM, Community Manager, Cliff Repperger, General Counsel, Stephanie Brown, District Clerk, Matt Goetz, Property Services Manager and Kathy Mendez, Food & Beverage Manager. Mr. Loveland was excused.

### Presentations and Proclamations

None.

### Approval of Minutes

*Mr. Grunow made a motion to approve the BOT Regular Meeting minutes dated April 9, 2021. Second by Mr. Morrissey. Motion passed unanimously.*

### Treasurer's Report

*Mr. Grunow made a motion to approve the Treasurer's Report for April 27, 2021 as read. Second by Mr. Nugent. Motion passed unanimously.*

### Audience Participation

Lorraine Andrews-1221 Chipewa Drive- voiced her concern on minimizing the number of meetings that General Counsel, Cliff Repperger attends. She was also not in favor of forgiveness of debt and release of liens on BBRD residential property.

Bill Janssen-513 Citron Drive-spoke in favor of allowing RC Boats on the back lake area.

Jeffery Vieira 809 Lychee Drive-spoke in favor of allowing RC Boats to remain using the lake with scheduled days and times. He also gave some data for consideration in regard to noise from RC Boats.



# BAREFOOT BAY RECREATION DISTRICT

## Unfinished Business

### Remote Control Boats Proposed Usage and Limitations

Mr. Coffey gave an overview of proposed usage and limitations.

Mr. Maino spoke in favor of RC Boats only operating a 2/3 days a week with time limits. Mr. Morrissey had questions about parking and spoke in favor of remote-control boats being required to be permitted to assist in enforcement of rules. He also voiced his concern about safety issues with gas-powered, remote-control boats. Mr. Grunow spoke in favor of keeping the boats on the west side of the lake outside of Building A, where there is more parking. He also spoke in favor of adding verbiage in the Policy Manual that states that no boats are allowed to operate behind the Pavilion if there is an event. Mr. Nugent voiced his concern about the operating location of RC Boats and spoke in favor of having a demonstration for residents whose homes will be in the affected area.

*BOT consensus for staff to prepare and amendment to the Policy Manual to allow RC gas and electric boats to run 2/3 times a week, electric RC boats only on a weekend day, and allowing a 6-month review to determine if RC boat permits will be needed in the future.*

### Continuation of FY22 Proposed Budget Discussions

Mr. Coffey gave an overview of the previous two budget workshops.

Mr. Maino is not in favor of using a loan for the wrap around metal canopy. Mr. Grunow spoke in favor of moving forward with the heater, pit, and outside bar projects. He also spoke in favor of giving more time to research funding options for the wrap around awning prior to making a decision.

Mr. Coffey will add the two items to the FY22-26 5YR Financial Model & Capital Improvement Plan and bring back more information on the awning to place on the next BOT Meeting Agenda.

*Consensus of the BOT to direct staff to add the outside bar and metal awning to the proposed budget to bring back to the next BOT Meeting for review.*

### Phased Re-Opening Discussion

Mr. Coffey gave an assessment of current conditions and recommended no further action at this time.

*Consensus of the BOT to take no action at this time.*

## New Business

### Trimming of Palm Trees on the Golf Course

Trustee Nugent requested the one-time trimming of palm trees this fiscal year. Mr. Coffey presented two proposals for consideration.



# BAREFOOT BAY RECREATION DISTRICT

\$11,805.00 Jimmy's Tree Service (includes hauling and landfill fees, per visit)

\$15,000.00 Seman's Tree Service (includes hauling and landfill fees, per visit, plus crown clean and raise oak trees including live oaks, scrub oaks and laurel oaks. Removing dead wood and mistletoe, raising low limbs maintaining room for golf carts and tractors. Remove two dead/dying palms from ponds. remove pepper trees, scheffleras and carrotwoods.)

Mr. Nugent stated that Property Services does a great job with the main grounds and spoke in favor of extending that care to the golf course. He spoke in favor of Seman's Tree Service for annual trimming of palm trees. Mr. Grunow also spoke in favor of Seman's Tree Service. Mr. Maino asked how the tree service would be funded. Mr. Coffey responded that the tree service would be funded from the Fund Balance.

Mr. Coffey suggested using Seamans Tree Service if the proposal is to move forward.

*Mr. Nugent made a motion to award contract for tree service to Seman's Tree Service in the amount of \$15,000.00. Second by Mr. Grunow. Motion passed.*

## **Request to Increase Monthly Payment for Services Provided by the Over 60 Softball Association (O60SA)**

Staff recommends the BOT approve the amended agreement with the O60SA and authorize Chairman Maino to sign the agreement.

*Mr. Grunow made a motion to approve the amended agreement with the O60SA and authorize Chairman Maino to sign the agreement. Second by Mr. Morrissey. Motion passed unanimously.*

## **Building A Renovations Change Order**

Mr. Coffey gave a review of Building A renovations and the change orders needed.

*Mr. made a motion to approve change orders #11, #12 and #12A in the amount of \$3,657.26 and the 39-day extension. Second by Mr. Nugent. Motion passed unanimously.*

## **Manager's Report**

### Resident Relations

#### **ARCC Meeting 04/13/2021**

- 10 Consent permits approved
- 9 Other permits: 6 approved, 2 approved with stipulations, and 1 denied

#### **ARCC Meeting Agenda 04/27/2021**



# BAREFOOT BAY RECREATION DISTRICT

- 30 permits (14 consent, 11 other, and 5 old) approved

## **Next ARCC Meeting 05/11/2021**

- Will be held in Administration Building Conference Room at 9am.

## **VC Meeting 04/23/2021**

- Meeting canceled as the majority of cases came into compliance prior to sending out the agenda

## **Next Violations Committee Meeting**

- Scheduled for May 14th in Bldg. D/E at 10am

## **March Interesting Facts**

- 54 Homes sold
- 92 residents received their badges
- 50 orientation sessions were held for new homeowners

## Food & Beverage

- **Cinco de Mayo** is Wednesday, May 5, but we will celebrate on Thursday, May 6th on Karaoke night, Lakeside of the Lounge. (You know we never do anything on time here!) We will have a taco bar lake side and tequila and corona specials at the bar! Karaoke is 6-9pm. This is all weather permitting. Flyers with the details are posted.
- Starting Saturday, May 1 the music time will change to 6-10pm with the Jack's Band. Street dance will return to the summer schedule of two times per month. Mother's Day is Sunday, May 9 with Soul Time on the Lakeside Stage from 2-6pm.

## Property Services

- Replaced all the plumbing fixtures in the softball field restrooms and added a fresh coat of paint and new trim (FY21 R&M/Capital project)
- Opened Pool 2
- Met with Brevard County Health Officials to inspect all three pools
- Made repairs to equipment followed by general maintenance
- Attempted to repair burned out lights in Building A parking lot only to find more issues (parts on order)
- Completed additional drainage behind the Lounge to reduce standing water (recent rains attest to success of the project)
- Repaired and repainted vandalized benches near the playground
- Began repainting and refreshing the Custodian room in Building A
- Continued to solicit quotes/bids for R&M/Capital projects
- Replaced main valves in Pool #1 pit
- Began work in the Bldg. A Veterans Memorial Hallway in anticipation of the delivery of the new Veterans Memorial kiosk
- Animal trap valet service (delivery and pick-up) for homeowners
- Replaced burned out lights in facilities
- Inspected all fire extinguishers
- Addressed all current DOR violations



# BAREFOOT BAY RECREATION DISTRICT

## Golf-Pro Shop

- Irrigation Intake Dredging quote signed on April 5, 2021
  - Reduces silt and shells that clog sprinkler heads
  - Reduces need to individually remove heads to clean clogging
  - Allows more water to reach the turf (especially during the typically dry hot month of May)
- FRDAP Grant Program (100% reimbursable) update:
  - Notice of commencement approval from FDEP was received on March 25, 2021
    - Picnic Area Renovation (\$13K) and Landscaping (\$5K)
      - Seeking quotes
    - Reconstruction of Practice Greens will occur in FY22 (\$32K)
    - See FY22 Working Draft Proposed Budget page D-38 for details
- Jr. Golf "COVID-19 safe" Camp details
  - Two Sessions
  - Sign up begins May 1st
    - Pick up Application at Golf Course Pro Shop or Administration Building
    - June 15 – July 1
    - July 6 – July 22
  - Jr. Golf Tournament on Saturday July 17th
  - Award Banquet July 22 @ 4pm
- Golf Course Summer Rates coming soon (Effective May 1 – Sept 30)

## General Information

- **Veterans' Service Office** – Yesterday, staff received official notice of May 31, 2021 as the cessation of use by the veterans. Services previously provided within the Veterans Service Office will now be provided from the Veterans' Gathering Center (old Resident Relations Office). Staff will place an agenda item on the May 14<sup>th</sup> Meeting for direction regarding the use of the space (i.e., non-profit use, leasing, honoring prior BOT's formal/informal non-compete agreements, etc.)

**Shopping Center Electrical Upgrades RFP Update** – Yesterday staff did not receive any responses to the RFP for the Shopping Center Electrical Upgrade project. The primary reason is that staff discovered late last week that the wrong RFP document was inadvertently loaded on [www.demandstar.com](http://www.demandstar.com) which is the government bidding clearing house site we have used for the past 5 plus years. It was advertised on BBRD's website, but it is asking a lot of prospective vendors to check every local government website on a regular basis for RFP notices. Hence, today's RFP evaluation committee meeting (and next week's follow-up meeting) is canceled. I am seeking the BOT's permission to re-advertise the project.

Membership of the evaluation committee will remain:

*Voting members*

Trustee Grunow

Chairman Emeritus Klosky

Property Services Manager Goetz



# BAREFOOT BAY RECREATION DISTRICT

## *Non-voting members*

Chairman Maino

Community Manager Coffey

The RFP will be advertised on May 3<sup>rd</sup> and open from May 4<sup>th</sup> through June 4<sup>th</sup>. The new evaluation committee meeting dates and times are June 7<sup>th</sup> and 14<sup>th</sup> at 10am (NAB Conference Room).

*Consensus of the BOT to authorize staff to re-advertise the Shopping Center Electrical Upgrade RFP.*

**Big Announcement:** Happy Birthday goes out to District Clerk Stephanie Brown!



# BAREFOOT BAY RECREATION DISTRICT

## **Attorney's Report**

Mr. Repperger gave an update on a 2018 dog bite case that has recently dismissed BBRD from the action. He also had a conference with BBRD Site Engineer regarding the beach restroom piles issue. The Site Engineer does not think piles are required. Mr. Repperger is waiting on a response from TLC Engineering to confirm if they agree with that assessment. Steward Medical Lease will tentatively be completed by next month. Mr. Repperger gave DOR case updates and will have the DOR report by the end of the week.

Mr. Maino gave a more detailed explanation of liens and forgiveness of debt.

## **Incidental Trustee Remarks**

Mr. Grunow expressed that the meeting was very productive, and many things were accomplished.

Mr. Nugent asked about the status of receiving the CVO Financial Report. Mr. Coffey responded that he would follow up with the CVO President.

## **Adjournment**

The next meeting will be on May 14, 2021 at 1pm in Building D/E

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

Meeting adjourned at 8:23pm

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Jeff Grunow, Secretary

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Stephanie Brown, District Clerk



# BAREFOOT BAY RECREATION DISTRICT

**Quarterly Townhall Meeting**  
**Thursday, April 29, 2021 at 1PM**  
**Building D & E**

## **Welcome**

The Barefoot Bay Recreation District Board of Trustees held a Townhall Meeting on April 29, 2021 Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Maino called the meeting to order at 1PM.

## **Pledge of Allegiance to the Flag**

Led by Mr. Loveland.

## **Roll Call**

Present: Mr. Maino, Mr. Grunow, Mr. Nugent, Mr. Loveland, Mr. Morrissey. Also, present, John W. Coffey, ICMA-CM, Community Manager and Stephanie Brown, District Clerk.

## **Audience Questions**

Jack Reddy-806 Tamarind Circle-spoke in favor of a fining system for DOR violations to lower costs of legal fees. He also spoke in favor of larger font on agendas.

Nancy Eisele-944 Barefoot Blvd-asked if General Counsel could work with the Brevard County regarding getting a reimbursement of liens upon sale of the lot. She also voiced her disapproval of having a higher social fee, while not having social activities being exclusive to BBRD residents.

Mary Miller-906 Jacaranda Drive-spoke in favor of a lien being paid prior to a person buying it. She asked how can previous homeowners' sale a property with a lien on it?

Elaine VanBershot-1090 Parkway Lane-spoke in favor consideration of an increase of the one-time fee when first buying the home in BBRD. She also reminded residents of the CVO Meet and Greet being held on May 12, 5:30pm-7pm.

Fran Solecki-910 U Street-asked other Trustees will hold Community Meetings similar to Mr. Loveland and Mr. Grunow.

Elizabeth Dominick-921 Periwinkle Circle-spoke in favor of Townhall Meetings and would like to see more in the future.

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## BAREFOOT BAY RECREATION DISTRICT

### Trustee Remarks/Responses

In response to Ms. Eisele's question, Mr. Maino explained that the lots are a tax deed sale and BBRD is forgiving liens for the who wants to buy the home, not forgiving the previous homeowner who had the initial lien. Mr. Loveland spoke in favor research past sales and see who placed a new home on the lots or improved homes. Mr. Grunow stated those purchasing the property are aware of the lien. Mr. Nugent suggested only considering forgiveness of liens if the homes/lots are improved upon. The purchaser of the property would pay the lien upfront, then apply for reimbursement of the payment once the improvement on the lot was made.

Trustee Loveland requested for staff to prepare a report on the properties that have had liens forgiven by the BOT.

In response to Ms. Miller, Mr. Coffey stated there is no requirement to pay liens prior to a property being sold.

Mr. Maino responded to Ms. Vanberschot and spoke in favor of considering an increase in the social fee. Mr. Grunow spoke in favor of having a workshop to discuss it further. He also stated that increase in fees could give BBRD a better financial cushion for future needs.

Mr. Maino responded to Ms. Solecki and stated that he will not be holding separate Community Meetings. Mr. Morrissey stated that he would not be able to accommodate additional Community Meetings. Mr. Nugent stated that he would consider it.

Mr. Grunow introduced the topic of extending the walking trail. He spoke in favor of fresh gravel as opposed to extending the trail. Mr. Maino and Mr. Nugent were not in favor of extending the walking trail.

Mr. Morrissey introduced the topic of speeding within BBRD. He voiced his concern due resident complaints and witnessing people going double the posted speed limit. Mr. Maino suggested contacting the Sherriff's Office for enforcement.

Mr. Maino spoke about topics to be covered in the upcoming Legal Services Discussion Workshop.

### Adjournment

Mr. Nugent made a motion to adjourn. Mr. Maino adjourned.  
Meeting adjourned at 1:49PM

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Jeff Grunow, Secretary

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Stephanie Brown, District Clerk

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# Barefoot Bay Recreation District

## Treasurer's Report

May 14, 2021

### Cash Balances in General Fund as of 5/6/21

Petty Cash Total Petty Cash: \$ 2,500.00

### Operating Cash in Banks

MB&T Operating Account 619,032.48  
**Total Operating Accounts: 619,032.48**

### Interest Bearing Accounts

MB&T Money Market Account 2,600,000.00  
SBA Reserve Account 699,513.38  
**Total Interest Bearing Accounts: 3,299,513.38**

**Total Cash Balances in General Fund: \$ 3,921,045.86**

### Total Daily Deposits and Assessments Received for 4/20/21 - 5/6/21

Daily Deposits: \$ 96,959.02  
Interest Received: SBA and Money Market Accounts 70.11  
Assessments Received: 78,509.36  
**Total Deposits Received: \$ 175,538.49**

### Expenditures for 4/20/21 - 5/6/21

Check Number	Vendor	Description	Check Amount
56960	Duval Ford	Ford Ranger Pickup - Beach Custodian	22,521.00
56963	Florida Power & Light Co	Electricity: 3/21	6,450.66
56966	Health First Health Plans Inc	Employee Health Insurance: 5/21	26,205.71
57005	Special District Services, Inc	Management Fees: 4/21	13,623.11
	United States Treasury	Additional Q1 2021 Florida Unemployment Tax	5,935.15
	Paychex	Net Payroll - PPE 4/25/21	60,786.95
	United States Treasury	Payroll Taxes - PPE 4/25/21	14,101.65
	Florida Department of Revenue	Sales Tax: 4/21	11,592.42

**Total Expenditures \$5,000 and above: \$ 161,216.65**

**Expenditures under \$5,000: \$ 52,722.31**

**Total Expenditures: \$ 213,938.96**

## Board of Trustees

Date: Friday, May 14, 2021  
Title: **FY22 Proposed Budget Review**  
Section & Item: 8.A  
Department: Administration, District Clerk  
Fiscal Impact: TBD  
Contact: John W. Coffey ICMA-CM, Community Manager  
Attachments:  
Reviewed by  
General Counsel: No  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Review previous changes by the BOT made to the FY22 Working Draft Proposed Budget, consideration of Trustee Loveland's proposal to increase the one-time social membership fee, and consideration of adding some currently unfunded projects to the FY22 Proposed Budget (in anticipation of authorizing the budget mailout on May 25, 2021).

### Background and Summary Information

Changes from the FY22-26 5yrFM&CIP (as submitted to the BOT on March 3, 2021 include the following with the 5-year change in parentheses):

#### Revenues/Sources

- Increase in FYs22-24 Vehicle Storage Fees (increase of \$188,237)
- Deletion of FY22 Bank Loan (decrease of \$1,000,000)

#### Expenditures/Uses

- Conversion of Management Analyst position from a part of the SDS contract to a BBRD employee in FYs22-26: (increase of \$19,011)
- Deletion of Bank Loan validation costs in FY21 (decrease of \$25,000)
- Deletion of Bank Loan debt service costs in FYs22-26 (decrease of \$848,035)
- Defunded Lounge/Lakeside Projects, Phases I & II in FYs21-22 (decrease of \$1,000,000)
- Defunded Beach Projects, Phase 4 (Pavilion) in FY22 (decrease of \$56,500)

Additionally, in early April 2021, staff was informed BBRD's current employee health insurance plan provided (Health First) will be exiting the small group health insurance market in 2022 and that BBRD should anticipate a 15-20% renewal increase in premiums due to Health First's historically low rates as compared to other providers. The impact upon the budget is listed below (assuming a 17.50% increase versus the FY22 Budgeted increase of 7.50% and continuation of current employee premium percentages and 7.50% increases in the out years):

FY22 increase of \$29,000

FYs22-26 increase of \$168,443

At the April 27, 2021 BOT meeting the following projects were added (year and cost in parenthesis):

- Awning south side of Lounge (FY22 \$29,000)
- Lounge outside bar (FY22 \$109,000)

Hence, current projected surplus given the current list of funded projects  
\$176,500 FY22 Estimated Year-end

\$311,000 FY23 Projected Budget  
 \$242,000 FY24 Projected Budget  
 \$158,000 FY25 Projected Budget  
 \$116,500 FY26 Projected Budget

At the April 29, 2021 BOT Townhall Meeting the BOT discussed further increasing the one-time social membership fee. After said meeting, Trustee Loveland asked that an increase to \$1,200 in FY22 and a subsequent annual increase of \$50 be added to this agenda item for consideration. An analysis of said request is provided below:

FY	Rate	Number	Revenue	Trustee Loveland Proposal			
				Rate	Number	Gross Revenue	Additional Revenue
18	750	377	282,750				
19	750	487	365,250				
20	750	382	286,500				
21 YE Est	750	427	320,250				
22 Proj	800	420	320,250	1,200	420	504,000	183,750
23 Proj	800	420	320,250	1,250	420	525,000	204,750
24 Proj	800	420	320,250	1,300	420	546,000	225,750
25 Proj	800	420	320,250	1,350	420	567,000	246,750
26 Proj	800	420	320,250	1,400	420	588,000	267,750
FY22-26 Total			1,601,250			2,730,000	1,128,750

If the BOT is inclined to further increase the one-time social membership fee (currently proposed to increase in FY22 by \$50 to \$800), staff strongly encourages the BOT to review the list of unfunded projects to reconsider funding for projects they deem a priority while reserving some of the out year increased revenue to address the currently unfunded compression of the employee pay and classification plan (as a result of the increasing minimum wage).

Additionally, since the BOT defunded the food prep part of the Lounge/Lakeside Expansion, Phase II project, staff recommends the BOT seriously consider adding a project to FY22 entitled: Lounge Walk-in Cooler replacement/expansion (estimated \$68,000.00).

The *Policy Manual* requires the BOT to authorize a proposed budget summary mailout to property owners at the 2nd meeting in May, so staff recommends the BOT finalize the FY22 Proposed Budget (and FY22-26 5yrFM&CIP) or schedule a workshop on May 21st or 24th or 25th to be able to comply with the *Policy Manual* requirement.

## Board of Trustees

Date: Friday, May 14, 2021  
Title: **Phased Re-opening Discussion**  
Section & Item: 8.B  
Department: Administration, District Clerk  
Fiscal Impact: TBD  
Contact: John W. Coffey ICMA-CM, Community Manager  
Attachments: BBRD reopening timeline, Re-opening history  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

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

### Background and Summary Information

(Actions taken by the BOT and staff from Friday, May 8, 2020 through Tuesday, January 26, 2021 are listed as an attachment to this agenda memo.)

February 12, 2021 (meeting was canceled)

February 23, 2021

#### *Pools*

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

March 12, 2021

#### *Food & Beverage*

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

March 23, 2021

No action was taken

April 9, 2021

The BOT confirmed staff's recommendations as follows:

#### *Food & Beverage*

- Resume weeknight entertainment Lakeside of the Lounge effective April 22, 2021
  - Outside only Will initially only consist of karaoke on Thursday nights but may be gradually expanded based on demand and nightly receipts
  - Bar service only

#### *Building Usage*

- Expand building capacities to approximately 75% effective May 1, 2021. Specifically, the chart below illustrates current, proposal, and full capacities:

Building	Capacity		
	Current	Proposed (75% of full capacity)	Full
A (tables/chairs)	75	150	200
A (chairs only)	75	225	300
D/E	50	102	136
Lounge	60	89	119
19th Hole	51	76	102
Pro Shop	10	19	25
Billiards Room	4	9	12
Card Room	0	30	40
Admin. Conf. Room	10	16	21
* Assumes all Admin. Bldg. staff are at their work areas (total building capacity is 35 persons).			

April 27, 2021

No action taken

For consideration by the BOT at the May 14, 2021 meeting:

*Administration Building*

Staff recommends cessation of the 30-minute mid-day closure of the Administration Building for sanitizing purposes effective May 17, 2021. Current protocols allow for sanitizing the building while remaining open (as was the pre-COVID-19 practice).

*All Facilities*

Staff recommends cessation of checking for high temperatures prior to entrance effective May 17, 2021. While this was an advisable practice early on during the pandemic, the effectiveness of such practice is highly questionable as staff has not detected a single person with an abnormally high temperature since the practice was begun.

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

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

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

*The likelihood of subsequent spikes in infections in Florida and/or Brevard County may necessitate the temporary reversal of openings (i.e. restricting or closing specific amenities/buildings that were in one of the early phases of re-opening. Additionally, the public should not confuse BBRD phases with elements of phases identified by national, state*

*or local leaders. While the four-phase proposal for BBRD is built upon the White House's three-phase proposal, the overwhelming number of residents who fall within the "vulnerable population" category requires a more cautious and graduated approach in re-opening to ensure maximum personal protection from the spread of the virus to staff and the public. Hence, staff developed the attached conditions-based timeline for re-openings in an attempt to provide maximum use of facilities while following guidelines to ensure the safety of residents, guests and staff.*

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

## A Conditions Based “Reopening BBRD” Timeline

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

### Phase 1

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

## Phase 2

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

## Phase 3

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

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

#### **Phase 4**

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

## Board of Trustees Meeting Agenda Memo Attachment

Date: March 31, 2021  
Title: **Phased Re-Opening Discussion – Pre-February 23, 2021 Actions**

### Friday, May 8, 2020

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

### Tuesday, May 26, 2020

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

### Friday, June 12, 2020

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

Monday, June 15th

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

Wednesday, June 17th

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

Friday, June 19th

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

Monday, June 22nd

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

Friday, June 26th

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

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

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

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

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

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

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

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

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

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

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

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

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

### Tuesday, October 27, 2020

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

### Friday, November 13, 2020

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

### Friday, December 4, 2020

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

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

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

#### Lounge

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

#### Lakeside

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

#### Catering

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

### Friday, January 08, 2021

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

### January 26, 2021

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

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

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

#### *Billiards Room Specific Rules*

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

#### *Card Room Specific Rules*

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

The BOT adopted the following recommendations from staff:

#### *Billiard's Room*

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

#### *Golf-Pro Shop*

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

#### *Food & Beverage*

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

February 12, 2021 BOT Meeting was canceled

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, May 14, 2021

Title: **Adoption of Amended Policy Manual: Revising swimming rules and additional rules for remote control boat usage**

Section & Item: 9.A

Department: Administration, District Clerk

Fiscal Impact: N/A

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

Attachments: resolution Policy Manual Adoption, Exhibit A Policy Manual proposed revisions 14May21\_v2

Reviewed by

General Counsel: Yes

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



### Requested Action by BOT

Review of proposed language amending the Policy Manual and adoption of Resolution # 2021-08.

### Background and Summary Information

On February 9, 2021, the BOT held a workshop to discuss various issues and proposals from staff. A consensus was reached to move forward with three Policy Manual changes (two of which added to the Policy Manual at the April 09, 2021 BOT Meeting and the third to be added in this agenda item). Subsequently, the BOT agreed to add language governing the use of remote control boats which is included in this agenda item.

Specifically, the Policy Manual is recommended to be amended on the following pages as listed below:

- Page 21: Addition of "kids' swim event" and "kids' swim badge" definitions
- Pages 30-31 Modification of swimming pool rules to add references to kids' swim events and to clarify authority of BBRD staff
- Pages 33-34 Addition of rules for remote-control boats
- Page 36-37 Addition of information about kids' swim passes

Of note, on April 27, 2021, the BOT stated their desire to review the issue of RC boat usage in six months to determine if a registration process needs to be added. Said review is scheduled for the November 12, 2021 meeting.

Staff recommends the BOT approve Resolution 2021-08, revising the Policy Manual regarding rules governing the use of swimming pools, kids' swim events, and remote-control boat usage.

## **RESOLUTION 2021-08**

### **A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; PROVIDING FOR THE ADOPTION OF A REVISION TO THE POLICY MANUAL ADOPTED MAY 8, 2009, AS SUBSEQUENTLY AMENDED THROUGH APRIL 09, 2021; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE**

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

**WHEREAS**, the most recent revisions to the Policy Manual were adopted by the Board of Trustees of Barefoot Bay Recreation District on April 09, 2021 via Resolution 2021-05; and

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

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

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

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

**Section 2:** If any portion, clause, phrase, sentence or classification of this resolution is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the resolution; it is hereby declared to be the expressed opinion of the Trustees of the Barefoot Bay Recreation District that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this resolution did not induce its passage, and that without the inclusion of any such portion or portions of this resolution, the Trustees would have enacted the valid constitutional portions thereof.

**Section 3.** Conflict with other Provisions.

All resolutions or parts of resolutions in conflict herewith are hereby repealed and all resolutions or parts or resolutions not in conflict herewith are hereby continued in full force and effect.

**Section 4.** Effective Date.

This Resolution shall become effective on May 18, 2021.

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

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

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted this 14th  
day of May 2021.

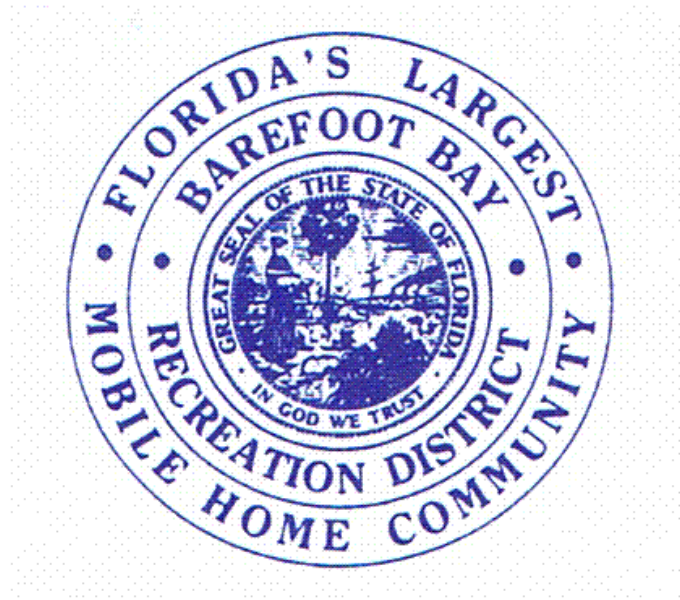
**BAREFOOT BAY RECREATION DISTRICT**

By: \_\_\_\_\_  
MICHAEL R. MAINO, CHAIRMAN

Attest: \_\_\_\_\_  
JEFF GRUNOW, SECRETARY

# Barefoot Bay Recreation District

## Policy Manual



Proposed Revisions to be considered by the Board of Trustees on May 14, 2021

## Table of Contents

<b>PURPOSE.....</b>	<b><u>447</u></b>
<b><i>Part One. General Operating Policy .....</i></b>	<b><u>558</u></b>
1.0.....EMPLOYMENT AND TRAINING .....	<u>558</u>
1.1 TRAVEL POLICY.....	<u>558</u>
1.2 REPORTS REQUESTED BY THE BOARD OF TRUSTEES .....	<u>558</u>
1.3 JOB INSTRUCTION TRAINING MANUAL .....	<u>669</u>
<b><i>Part Two. General Financial Policies .....</i></b>	<b><u>669</u></b>
2.0 ACCOUNTS PAYABLE.....	<u>669</u>
Sales Tax .....	<u>669</u>
2.1 ACCOUNTS RECEIVABLE .....	<u>669</u>
2.2 ASSESSMENT FEE COLLECTION POLICY .....	<u>669</u>
2.4 PAYROLL.....	<u>7710</u>
2.5 RETIREMENT PLAN .....	<u>7710</u>
2.6 INVENTORIES .....	<u>7710</u>
2.7 FIXED ASSETS (tangible personal property) .....	<u>7710</u>
2.8 YEARLY BUDGET SCHEDULE AND LEVY OF ASSESSMENTS.....	<u>7710</u>
Fiscal Year and Budget Process .....	<u>8811</u>
2.9 ESTABLISHING A NEW FUND .....	<u>8811</u>
Charter Reference .....	<u>9912</u>
Fund Identification and Interaction with Other Funds .....	<u>9912</u>
2.10 Budget Amendments and Transfer .....	<u>9912</u>
Budget Amendments .....	<u>9912</u>
Budget Transfers .....	<u>9912</u>
2.11 CHART OF ACCOUNTS – GENERAL LEDGER ACCOUNT STRUCTURE.....	<u>9912</u>
2.12 BANK ACCOUNTS.....	<u>101013</u>
Investment Procedures .....	<u>101013</u>
Ethical Standards and Their Application to Procurement .....	<u>111114</u>
Payment of Sales Tax.....	<u>111114</u>
Capital Budget Expenditures.....	<u>111114</u>
General Purchasing Requirements .....	<u>111114</u>
Use of Purchase Orders-Competitive Pricing.....	<u>121215</u>
Blanket Purchase Orders.....	<u>121215</u>
Exceptions to the use of Purchase Orders .....	<u>131316</u>
Exceptions to Competition .....	<u>131316</u>

**TABLE OF CONTENTS**

Emergency Purchases .....	<u>131316</u>
Purchases from Purchasing agreements of Special Districts, Municipalities, or Counties (Piggybacking).....	<u>131316</u>
Purchases from State Contract .....	<u>131316</u>
Emergency Payment.....	<u>141417</u>
Purchase of Services From a Goods and Sole Source Provider.....	<u>141417</u>
Awards Quotes/Bids under \$50,000 .....	<u>141417</u>
Tie Bids.....	<u>141417</u>
Waiver of Irregularities .....	<u>141417</u>
Signatures on Contracts .....	<u>141417</u>
Change Orders or Amendments .....	<u>151518</u>
Purchase of Computer, Related Equipment and Supplies .....	<u>151518</u>
Receiving and Approving Goods and Services.....	<u>151518</u>
Services Performed on BBRD Property.....	<u>151518</u>
Hiring or Use of Employment Service Workers-Temporary Employees .....	<u>161619</u>
Purchase or Sale of Properties by BBRD Using Neighborhood Revitalization Program (NRP) Funding .....	<u>161619</u>
Unacceptable Purchasing Practices .....	<u>171720</u>
<b>2.14 FORMAL SEALED BIDS (FOR PURCHASES OF \$50,000 OR MORE).....</b>	<b><u>171720</u></b>
Competitive Procurements Process For Formal Bids .....	<u>171720</u>
Specific Procedures for Formal Sealed Bids/Quotes.....	<u>171720</u>
Waiver of Irregularities .....	<u>181821</u>
Evaluation Committee .....	<u>181821</u>
Vendor Complaints & Disputes (Protests) .....	<u>191922</u>
<b><i>PART THREE. GENERAL RULES APPLICABLE TO DISTRICT FACILITIES.....</i></b>	<b><u>202023</u></b>
<b>3.0 GENERAL.....</b>	<b><u>202023</u></b>
Definitions: .....	<u>202023</u>
Objective .....	<u>222225</u>
Management.....	<u>222225</u>
General Rules .....	<u>222225</u>
Identification Badges and Attire.....	<u>252528</u>
<b>3.1 MEMBERSHIP .....</b>	<b><u>262629</u></b>
Types of Membership.....	<u>262629</u>
Applications for Social and Family Social Membership: .....	<u>272730</u>
Fees and Dues .....	<u>282730</u>
Property Damage.....	<u>282831</u>
<b>3.2.....</b>	<b><u>282831</u></b>
<b>RULES FOR SPECIFIC DISTRICT FACILITIES</b>	
General .....	<u>282831</u>
Use of Buildings or Amenities .....	<u>292932</u>
Game/Meeting Rooms .....	<u>292932</u>
Swimming Pools.....	<u>303033</u>
Shuffle Board-Bocce- Lawn bowling – Horseshoes and Basketball .....	<u>313134</u>
Lounge .....	<u>313134</u>
Tennis/Pickle Ball Courts.....	<u>313134</u>
Softball Field Rules and Regulations.....	<u>313134</u>

**TABLE OF CONTENTS**

Golf .....	<u>323235</u>
Beach .....	<u>323235</u>
Fishing Pier .....	<u>333336</u>
Canoe/Kayak Storage at Fishing Pier .....	<u>333336</u>
Remote Control Boat Usage and Limitations.....	<u>333336</u>
RV Lots .....	<u>343437</u>
Temporary Parking .....	<u>353538</u>
No Parking at Specific Common Areas .....	<u>353538</u>
<b>3.3..... FEE SCHEDULE</b>	
.....	<u>353538</u>
Residents .....	<u>353538</u>
Fees Applicable to Renters/Tenants .....	<u>363538</u>
Badges.....	<u>363639</u>
<b>3.4 .....Guidelines for Registering as a Club or Organization and Use of District Facilities</b>	
.....	<u>383841</u>
Registration of Clubs/Organizations/Private Parties .....	<u>383841</u>
Use of District Facilities.....	<u>393942</u>
Non-Discrimination Policy .....	<u>393942</u>
Use of Alcoholic Beverages .....	<u>393942</u>
Scheduling and Set-Up .....	<u>403942</u>
Use of District Facilities Where Fees Are Charged .....	<u>404043</u>
Use of Facilities for Gambling and Games of Chance .....	<u>404043</u>
Use of Kitchen Facilities/Bringing in Incidental Food .....	<u>414043</u>
<b>3.5.....Guidelines for Gift and or Memorials for the Barefoot Bay Recreation District</b>	
.....	<u>424245</u>
<b>Part 4. Public Records Request Policy.....</b>	<u>424245</u>
<b>4.0.....PURPOSE.</b>	
.....	<u>424245</u>
<b>4.1.....PUBLIC RECORDS REQUEST PROCEDURE.</b>	
.....	<u>434245</u>
<b>4.2..... REQUESTS FOR VOLUMINOUS RECORDS REQUIRING EXTENSIVE STAFF TIME/EXTENSIVE INFORMATION TECHNOLOGY RESOURCES. ....</b>	<u>444447</u>
<b>4.3 ..... COPIES AND FEES.</b>	
.....	<u>454447</u>
<b>Endnotes.....</b>	<u>474750</u>

Exhibit A  
Barefoot Bay Recreation District  
Policy Manual  
PURPOSE

## PURPOSE

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

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

The reasons for developing a Policy Manual include:

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

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

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

## **Part One. General Operating Policy**

### **1.0 EMPLOYMENT AND TRAINING**

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

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

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

### **1.1 TRAVEL POLICY**

Barefoot Bay Recreation District does not recommend the use of personal vehicles for business purposes. Employees will not be reimbursed for mileage when they use their personal vehicle for Barefoot Bay Recreation District business. An exception is made when 1. An employee is required to attend a seminar, training or any overnight business travel, or 2. An employee is on an official assignment and a Barefoot Bay vehicle is not available<sup>3</sup>, subject to prior approval of district management. If necessary, during a declared emergency, district management may waive this policy. <sup>4</sup>

Per diem and travel expenses of public officers, employees and authorized persons shall be reimbursed in accordance with Section 112.061, Florida Statutes. Training will be completed in state only. In the event there is a need for out of state training, the Board will approve the travel.

<sup>5</sup>These basic policies apply to all BBRD travel:

1. All travel, if pre-authorized by the Community Manager
2. Receipts are required for reimbursed expenses
3. Rates of per diem and subsistence allowance and mileage rate for use of personal vehicles is reimbursed in accordance with Sec.-112.061, F.S.
4. Expense reports that approved by the Department Head and Community Manager are reimbursed in a timely manner.
5. Traveler must elect prior to travel use of per diem or reimbursement for meal expense (including up to 15% tip and sales tax).<sup>6 7</sup>

### **1.2 REPORTS REQUESTED BY THE BOARD OF TRUSTEES**

The following reports shall be provided by the 15<sup>th</sup> of each month:

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

The following report shall be provided at each meeting:

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

### **1.3 JOB INSTRUCTION TRAINING MANUAL**

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

## **Part Two. General Financial Policies**

### **2.0 ACCOUNTS PAYABLE**

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

#### **Sales Tax**

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

### **2.1 ACCOUNTS RECEIVABLE**

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

### **2.2 ASSESSMENT FEE COLLECTION POLICY**

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

When a resident goes 60 days past due, the District mails a demand letter that documents the delinquency and notifies the property owner of the District's intent to collect the debt. If there is no response to the demand letter, 10 days from the date of the letter, a lien is recorded on the property. The District sends a copy of the signed and notarized lien to the resident, both by certified mail and by regular mail and the District files the lien with the county. If there is still no response sixty (60)

days after the date of recording or one year after the delinquent installment first became due (whichever is later), the overdue account will be sent to the District's attorney for collection.

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

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

### **2.3 CONVEYANCE OF PROPERTY**

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

### **2.4 PAYROLL**

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

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

### **2.5 RETIREMENT PLAN**

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

### **2.6 INVENTORIES**

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

### **2.7 FIXED ASSETS (tangible personal property)**

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

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

### **2.8 YEARLY BUDGET SCHEDULE AND LEVY OF ASSESSMENTS**

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

### **Fiscal Year and Budget Process**

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

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

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

### **2.9 ESTABLISHING A NEW FUND**

It is the policy of the Recreation District to establish a new fund based on the criteria identified by the State of Florida in the Uniform Accounting System Manual. The manual recommends that only

a minimum number of funds consistent with the legal and operational requirements of the District should be established. Each new fund adds complexity and costs to the administration of the District's financial system. A fund is defined as an independent fiscal and accounting entity consisting of a self-balancing set of accounts segregated for the purpose of carrying on specific activities in accordance with defined regulations, restrictions and limitations. This policy should address the following areas when opening a new fund:

#### **Charter Reference**

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

#### **Fund Identification and Interaction with Other Funds**

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

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

### **2.10 Budget Amendments and Transfer <sup>11</sup>**

#### **Budget Amendments**

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

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

#### **Budget Transfers**

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

### **2.11 CHART OF ACCOUNTS – GENERAL LEDGER ACCOUNT STRUCTURE**

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

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

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

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

## 2.12 BANK ACCOUNTS

The District maintains bank accounts necessary to provide for operations.

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

### Investment Procedures<sup>12</sup>

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.<sup>13</sup> Funds are only moved between Financial Institutions by authorized resolutions adopted by the Board of Trustees. Funds may be moved between accounts at an Institution by recommendation of the Finance Manager and the approval of the Community Manager with notification to the Board of Trustees upon execution.<sup>14</sup>

## 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 \$5,000.00<sup>15</sup> 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 \$7,500.00<sup>16</sup> 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 \$999.99<sup>17</sup>, a purchase order and competitive pricing is not required; however, obtaining quotations is recommended whenever practical.
2. For purchases of \$1,000.00 to \$19,999.99<sup>18</sup> 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 \$49,999.99<sup>19</sup> 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 \$50,000<sup>20</sup> 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)<sup>21</sup> 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.<sup>22</sup>

#### **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 Cards<sup>23</sup>**

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 <sup>24</sup>

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.<sup>25</sup>
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.<sup>26</sup>
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.<sup>27</sup>

### **Purchases from Purchasing agreements of Special Districts, Municipalities, or Counties (Piggybacking)<sup>28</sup>**

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 Contract<sup>29</sup>**

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 \$7,500<sup>30</sup> to pay for needed purchases, supplies or contracted services.

31

### **Purchase of Services From a Goods and Sole Source Provider**

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

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

1. The stated vendor is the only producer of the product or service, and no commercial substitute is available.
2. The information or data is proprietary.
3. The maintenance or repair requires specialized equipment or expertise, which is available only from the original vendor, or vendor representative.
4. If the District currently has a continuing service contract with the vendor.<sup>32</sup>

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

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

### **Awards Quotes/Bids under \$50,000<sup>33</sup>**

Award recommendations exceeding \$7,500.00<sup>34</sup> will be submitted by the Community Manager for approval by the Board of Trustees, unless previously exempted or approved.

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

### **Tie Bids**

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

### **Waiver of Irregularities**

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

### **Signatures on Contracts**

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

The Board of Trustees must approve and the Chair of the Board must execute contracts that exceed one year (1) in duration, including renewal term or that exceed \$7,500 in value.

### **Change Orders or Amendments**

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

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

1. All change orders resulting in a cumulative net decrease to the initial cost of the contract to Barefoot Bay Recreation District.
2. All change orders increasing the initial contract cost by under 10%, provided sufficient documentation is provided.
3. Any change order over 10% costs upon the verbal approval of the Chairman of the Board or next ranking Board member) if the delay in taking the proposed change order to the next available Board meeting would substantially delay the project. The Community Manager shall place the change order on the next available Board meeting agenda for confirmation by the Board in a public meeting.<sup>35</sup>
4. All change orders or amendments involving procedural or other matters that will not result in any change to the contract's cost.

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

### **Purchase of Computer, Related Equipment and Supplies**

Purchase of any IT related product or service will be coordinated through the IT services contract manager for vendor analysis and approval.<sup>36</sup>

### **Receiving and Approving Goods and Services**

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

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

### **Services Performed on BBRD Property**

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

1. Be properly licensed under existing Federal, State and local laws.
2. Provide a Certificate of Insurance to assure BBRD's insurance provider will not be responsible for any losses in any way arising out of or resulting from the contractor's operations, activities, or services provided to BBRD. Further, contractors must agree to hold harmless and indemnify BBRD for any claims whatsoever, which may arise as a result of the contractor's actions. The amounts and types of insurance required will be specifically detailed in the bidding, purchase, and/or contract documents for each specific project. However, the amounts and types of

insurance required shall be no less than those as provided for herein unless otherwise waived or approved by the Board of Trustees:

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

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

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

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

Automobile Liability Insurance:

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

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

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

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

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

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

The contract for services or use of an Employment Agency for temporary employees, that can be funded through an existing departmental available budget, shall have the approval of the Community Manager. Any contract requiring a budget amendment to recognize additional monies for said use will be brought to the Board of Trustees for approval.<sup>37</sup>

#### **Purchase or Sale of Properties by BBRD Using Neighborhood Revitalization Program (NRP) Funding**

The Chairman of the NRP BOT Sub-Committee shall be authorized to approve (as recommended by the Community Manager or designee) the expenditures of NRP funds in excess of \$7,500 and not to exceed \$25,000 by staff toward the acquisition of a 38property identified by the Sub-Committee in accordance with NRP rules as established by the BOT.

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

The Chairman of the NRP BOT Sub-Committee shall be authorized to sign any proposed contracts for sale of BBRD owned properties acquired through the NRP (as recommended by the

Community Manager or designee). Once a property is under contract for sale, the transaction shall be placed on the next regularly scheduled BOT meeting agenda for confirmation.

Any proceeds from sale of properties acquired through the NRP shall be added back into the NRP expenditure account via a budget amendment at the next available meeting after receipt of proceeds for said sale.

#### **Unacceptable Purchasing Practices**

The following practices are prohibited:

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

## **2.14 FORMAL SEALED BIDS (FOR PURCHASES OF \$50,000 OR MORE)<sup>39</sup>**

#### **Competitive Procurements Process For Formal Bids**

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

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

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

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

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

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

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

### **Award of Bids**

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

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

### **Waiver of Irregularities**

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

### **Evaluation Committee**

An evaluation Committee, identified by the Community Manager prior to issuance of the RFP or RFQ, shall review all responses to the RFP or RFQ. The Board shall be advised of the membership of the committee at the time of the issuance of the RFP or RFQ.<sup>40</sup>

Members of the Evaluation Committee shall consist of at least one (1) user department representative, one (1) Board member, and one (1) third-party non-employee resident chosen at the discretion of the Community Manager. The Community Manager and Board Chairman shall serve on the committee as non-voting members.<sup>41</sup>

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

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

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

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

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

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

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

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

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

If fewer than three sealed and qualified proposals are received by the Evaluation Committee, by a majority vote the Evaluation Committee may request the Community Manager to seek non-sealed bids for comparative analysis or forward their recommendation for award of contract or (in the case of a RFQ) their recommended ranking order for staff to negotiate a contract to the Board of Trustees for their consideration.<sup>42</sup>

### **Vendor Complaints & Disputes (Protests)**

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

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

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

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

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

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

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

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

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

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

### **3.0 GENERAL**

**Definitions:**

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

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

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

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

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

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

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

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

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

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

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

"Grandchild pass" shall mean a pass purchased by a social member to be used for their grandchildren (under 18 years of age) while they are visiting their grandparent.<sup>43</sup>

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

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

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

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

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

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

"Members" shall refer to those who are granted membership Under Section 3.1 and in good standing.<sup>44</sup>

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

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

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

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

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

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

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

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

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

"Temporary Lounge/Business Pass" shall mean a pass obtained by a vendor or realtor that has a stated business purpose at the lounge.<sup>45</sup> Temporary Lounge/Business Passes will not be issued up to two hours before or during any music event.<sup>46 47</sup>

<sup>48</sup>

### **Objective**

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

### **Management**

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

### **General Rules**

1. The District's facilities are available to members and open to the public and guests paying the appropriate fees and meeting membership requirements.
2. Guests may use District upon payment of appropriate fees.
3. Fees paid to the District are to be used at the discretion of the "Board."
4. The use of District facilities, including the golf course, may be limited or restricted by the Board or by District management as necessary to allow all eligible persons to have reasonable use of District facilities without overcrowding.
5. District management reserves the right to refuse use of the District facilities to any person or group for violations of these rules.
6. Any member delinquent in payment of fees shall be denied use of facilities.
7. District management reserves the right to ask the member to have their guest present at the time of obtaining a guest pass(es).
8. Residency in the District does not confer upon any member the unlimited right to use the District facilities.
9. Fees, assessments, and service charges shall be set by the Board.
10. Office hours of the Community Center complex or other designated facility for the payment of membership fees will be as posted.
11. Property owners shall be responsible for any debt incurred by the Property owner, their family, guests, or tenants.
12. The Property owner is responsible for the conduct and appearance of his/her guest(s) while using the District facilities.
13. Appropriate dress is required in all facilities.

14. Smoking, use of any tobacco product and/or use of e-cigarettes (i.e. nicotine vapor devices) are not permitted in any District facilities and may only be permitted in designated outdoor areas.<sup>49</sup>
15. All physical injuries sustained on Barefoot Bay Recreation District Property must be reported to BBRD Staff as soon as possible by the injured party or a representative.<sup>50</sup>
16. Golf membership shall be renewed annually.
17. The Community Manager may suspend, cancel, or revoke any resident or property's social membership, family membership, golf membership, kids' swim pass, or guest pass based on a violation of these rules. The affected resident whose membership was suspended, canceled, or revoked may appeal the suspension, cancellation or revocation by requesting a hearing before a Special Magistrate. The Board of Trustees shall appoint a Special Magistrate to hear and decide cases involving such violations. If an appeal is requested, violation cases shall be processed as follows:<sup>51</sup>
  - A. District Management shall provide the owner, resident, and/or guest with written notification of the alleged rules violation and penalty. The alleged violator would accept the penalty or request a hearing before the Special Magistrate. If a hearing is requested, a written notice of hearing shall be provided at least ten (10) days in advance of any hearing. After a hearing is requested suspension, cancellation or revocation may be stayed by the Community Manager until the Special Magistrate hearing.<sup>52</sup>
  - B. BBRD staff shall present evidence of the alleged rules violation to the Special Magistrate at a quasi-judicial hearing held to determine whether such violation occurred, and if so, the appropriate penalty to be imposed. The hearing shall not be governed by the formal rules of evidence; however, due process shall be provided to the owner, resident, and/or guest. The owner, resident, and/or guest shall have the right to cross examine witnesses and to present relevant evidence which is responsive to the alleged rule violations.
  - C. The Special Magistrate shall determine whether BBRD staff has established, by a preponderance of the evidence that a rules violation has occurred. If a rules violation is found to have occurred, the Special Magistrate shall impose a penalty of suspension, cancellation, or revocation of the violator's social membership, family membership, golf membership, or guest pass. The violator shall be notified in writing of the Special Magistrate's ruling within ten (10) days of the hearing. In levying any penalty imposed pursuant to this Section, the Special Magistrate is not obligated to impose the penalty imposed<sup>53</sup> by District Management.
  - D. The decision of the Special Magistrate shall constitute final quasi-judicial action of BBRD. Any aggrieved party may appeal the ruling of the Special Magistrate to a court of competent jurisdiction in Brevard County, Florida.
  - E. If a hearing is requested and the violator is found to have committed the violation as alleged, the violator shall be responsible for the District's cost in bringing the matter to hearing.<sup>54</sup>
18. Pets are not allowed in District Recreational facilities, except for service animals.
19. Special rules applicable to individual buildings will be conspicuously posted and observed by members and guests.
20. Beverage laws and license regulations forbid outside alcoholic beverages of any type from being brought into District facilities or consumed therein. Therefore, alcoholic beverages of any type consumed on the premises must be obtained from District facilities.
21. The following behaviors may result in the suspension, cancellation or revocation of a person's social membership, family membership, golf membership and/or guest pass:
  - A. Violation of District Policies or Rules applicable to District Facilities.
  - B. Violation of any local, state, or federal law while using District Facilities.
  - C. Fighting and verbal assault.
  - D. Discourteous, threatening, or rude behavior to BBRD employees, residents or patrons of District Facilities.

- E. Loud and raucous behavior which decreases the enjoyment of other patrons of District Facilities.
  - F. Unintentional or deliberate misuse of the BBRD Facility or property which results in, or has the potential to result in, damage to the Facility or property, or in any way compromises the safety of any Barefoot Bay Recreation District Facility patron or BBRD staff member.
  - G. Misrepresentation of facts which may result in the District's Policies or fee structure improperly administered or collected.<sup>55</sup>
22. A guest fee shall be charged in accordance with the fee schedule to any non-resident for use of District facilities. This fee shall not be charged to any non-resident using District facilities under the following circumstances:<sup>56</sup>
- A. When the facility is rented by a non-resident who has paid the appropriate fee.
  - B. Any exemptions to this rule shall only be authorized by the Board of Trustees no less than 30 days before the event.
  - C. This section does not apply to Food & Beverage events, except for Music Bingo.<sup>57</sup>
  - D. Vendors hired by clubs/organization are exempt from guest pass fee.
23. Children under age 12, must be accompanied by an adult when using District facilities. Groups of children who are using the facilities with guest passes must have one responsible adult for every five children.<sup>58</sup>
24. Commercial solicitation is prohibited while on District properties. The gathering of signatures for petitioning of elected officials is prohibited within buildings or upon District facilities. Bonafide nonprofit or 501(c) fundraising efforts shall be permitted.
25. Any organization or individual desiring to plant trees, shrubbery, flowers, or other vegetation on District property must have prior approval of District management. A landscaping and maintenance plan shall be submitted for review and approval prior to any planting activity. Any vegetation planted on District property shall become the property of the District. No removal of vegetation is permitted without District approval.
26. Decorations<sup>59</sup>
- A. No items or decorations of any type, which may be viewed as offensive to any patrons, may be affixed, installed or added to any facility by individuals, residents, clubs, or organizations.
  - B. No items or decorations may be applied or attached to any public area facility without the expressed permission of management. This permission must be in writing and cover the type, style, material, custodial and maintenance requirements as well as the contact person in charge of the decorations.
  - C. The use of candles, confetti, birdseed, rice or other non-environmentally friendly products will not be used except as authorized by the Community Manager. Requests for said exceptions shall be made in writing, reviewed by the Property Services Manager and approved or denied by the Community Manager no less than 3 business days before an event.<sup>60</sup>
  - D. All items must be promptly removed from the area at the end of the event (party, meeting, show or other)
  - E. Failure to adhere to this policy could result in revocation of use of the facilities for the persons involved.
27. If any property has been determined to be in violation of the Amended and Restated Deed of Restrictions for Barefoot Bay by the BBRD Violations Committee, then all social, family, and golf memberships affiliated with property determined to be in violation shall be automatically suspended upon rendition of a Findings of Fact, Conclusions of Law, and Order by the BBRD Violation Committee. No party, whether they be owner, renter, or guest affiliated with the property in violation may use any District Facility until an Order of Compliance is issued by the Violation Committee. This provision shall operate to suspend all referenced memberships regardless of whether the owner owns multiple properties or other properties not determined to

be in violation. Should an owner appeal a finding of the Violation Committee to the BBRD Board of Trustees (or circuit court), the automatic suspension of privileges shall be tolled during the pendency of such appeal.<sup>61</sup>

28. Where any vehicle located on any residential lot has been posted with three (3) administrative notices of violation of Article III, Section 3 (D) of the Amended and Restated Deed of Restrictions for Barefoot Bay related to prohibited parking on the lawn, grass, or landscaped area of said lot, within any thirty (30) day period, all social, family, and golf memberships affiliated with the lot shall be automatically suspended for thirty (30) days. For any subsequent posted violation of Article III, Section 3 (D) of the Amended and Restated Deed of Restrictions for Barefoot Bay occurring on the same lot, subsequent to the issuance of the initial thirty (30) day suspension, and within one (1) year from the date of the initial posted notice, all social, family, and golf memberships affiliated with the lot shall be automatically suspended for six (6) months. For any subsequent posted violations of Article III, Section 3 (D) of the Amended and Restated Deed of Restrictions for Barefoot Bay occurring on the same lot at any time subsequent to the issuance of any six (6) month suspension, all social, family, and golf memberships affiliated with the lot shall be automatically suspended for one (1) year for each subsequent posted violation. An owner may appeal any notice of suspension issued pursuant to the provisions of Paragraph 17 herein.<sup>62</sup>
29. Non-employees (including but not limited to trustees, advisory committee members, residents and/or guests) shall not enter an employee work area (i.e. behind a bar, kitchen, work shop, private office, etc.) without being accompanied by the Community Manager, Department Manager or designee.<sup>63</sup>
30. The Board of Trustees hereby declares that all Recreation District Facilities, including, but not limited to, all District owned or managed buildings, pools, golf course areas, fields, courts, beach areas, piers, general recreation areas, and common areas of all kinds, are deemed to constitute "Parks" for enforcement of Sec. 74 - 101 through 74 - 105, Code of Ordinances of Brevard County, Florida and for enforcement of any applicable state statutes prohibiting sexual offenders and/or sexual predators from said locations.<sup>64</sup>

#### **Identification Badges and Attire<sup>65</sup>**

1. Identification badges are issued to identify members, their dependents, guests and renters. The issuance of badges will be controlled by District management. Badges are required for all.
2. Unless waived by District Policy or Management, members and guests are required to have in their possession and wear when requested by a District employee, an appropriate District identification badge when using District facilities. The identification badge must be produced upon request by Barefoot Bay staff. If not presented, resident/member/guest must leave the facilities.<sup>66</sup>
  - A. If a resident with an expired social membership badge (not to exceed 6 months expired badge) wishes to enter a facility when business offices are closed, the resident may purchase a daily guest pass to enter the facility when business offices are closed. Said residents must update their badges the next business day at which point they may apply for reimbursement of the guest pass paid.<sup>67</sup>
  - B. Pictures of badges on cell/mobile phones will be accepted under the following conditions:<sup>68</sup>
    - i. Screen must be large enough for all detail of the badge to be seen at one time.
    - ii. Image must be a color picture of the full badge with resident's face visible.
      - a) Black and white images will not be accepted.
      - b) Daily guest passes, weekly guest passes and short-term renter badges will not be accepted on a cell phone.
    - iii. The image must contain all of the information on one side of the badge. If the resident has a badge with the account number on the back side, they must either

bring their physical badge, or get their badge updated in the Resident Relations Office so that all the information is visible on one side of the badge.

- iv. The image of the badge must be clear. BBRD staff, including but not limited to pool hosts, must be able to read the account number, see the resident's picture, and (if the resident is purchasing a guest pass) the resident's name.
3. Shoes and shirts shall be required when using District facilities, except for the swimming pool areas.
4. Vulgar and/or offensive language and/or images on clothing (as deemed by staff) is prohibited within District facilities.<sup>69</sup>
5. Unidentified persons using District facilities should be reported to the District Management.
6. Property owner(s), guest(s) or rental tenant(s) shall not make, or have made duplicate keys to gain access to fishing pier, beach property or RV storage compounds, or allow unauthorized persons access to such keys. Keys shall be returned to the Community Center office when no longer needed. Violators will be subject to prosecution for trespassing and/or revocation of social membership privileges.
7. Any violators may be subject to prosecution for trespassing and/or revocation of membership privileges.

### 3.1 MEMBERSHIP

#### Types of Membership

##### *Social memberships:*

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

##### *Family Social Membership:*

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

### **Golf Membership:**<sup>70</sup>

1. Golf membership entitles the member to the use of the golf course and attendant facilities in consideration of annual membership dues as provided in these rules. Application for membership by eligible persons is made to the Golf Operations Manager.
2. Golf membership is available to:<sup>71</sup>
  - A. Family membership shall be limited to two individuals, regardless of family size.
  - B. Unmarried children over 18 years of age and other adults residing in a property owner(s) home must obtain a membership in their own name.
  - C. Renters/Tenants with a lease agreement and residing in the subdivision may be granted a golf membership upon application to the Golf Operations Manager.
  - D. Associate Golf Membership is:
    - i. Open to persons outside of Barefoot Bay.
    - ii. Annual Single & Family Golf Memberships available.
    - iii. Associate Golf Memberships entitles the member the use of the golf course and 19<sup>th</sup> Hole.
    - iv. Annual Associate Golf Membership dues include a one-time Initiation Fee and appropriate User Fees.
    - v. Application for membership by eligible persons is made to the Golf Operations Manager.

### **Priorities with respect to golf membership.**

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

### **Changes of Golfing Membership**

A member may terminate his or her golf membership, or Trail fees only for medical reasons, or death. Documentation from his or her doctor either limiting or prohibiting the member's ability to play shall be required. This request must be in writing to the Golf Operations Manager, and must be approved by the Community Manager prior to any return of any funds for unused fees. Both membership and trail fees will be returned on a pro-rata basis for the first six (6) months of the fiscal year. After March 31 of any fiscal year, there will be no return of any unused portion of fees.<sup>72</sup> Medical related membership refunds cannot be used in two consecutive years. A member status may be changed for medical need once during membership period. A member may not change the status of membership back and for (i.e. Family to Single back to Family) within one membership period.<sup>73</sup>

### **Applications for Social and Family Social Membership:**

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

## **Fees and Dues**

### **1. *Social and Family Social Membership***

- A. A membership fee shall be paid for Social and Family Social membership.
- B. A property owner shall pay the fee only once for each home site of which they are owner of record. This fee is non-transferable between parties.
- C. Non-property owner, such as tenants or guests shall pay the fee upon becoming a member.
- D. The tenants or guests who concurrently pays the fee and enters into a home purchase contract may have his/hers unused monthly or initial annual <sup>74</sup>rental social membership amount applied toward the property owner membership fee due at the time of closing provided that closing occurs within 12 months of initial membership.

### **2. *Golf Membership***

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

All other Associate Golf Membership policies apply.

## **Property Damage**

### **1. *Personal Property***

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

### **2. *District Property***

- A. Any District member, non-member, or guests responsible for intentional, accidental, or negligent damage or destruction of District property shall be charged for repair or replacement costs of the District property.
- B. Items removed from District property without permission will be charged to the responsible person.

## **3.2 RULES FOR SPECIFIC DISTRICT FACILITIES**

### **General**

- 1. The rules in this section pertain to the buildings, Recreation facilities and common grounds available for use by members and registered Clubs or Social Clubs. More specific rules for each separate facility are posted in the building or areas designated and must be observed.
- 2. Only registered Clubs or Social Clubs and members may use District facilities in accordance with the rules herein. Use of facilities will be governed by BBRD management.<sup>75</sup> Use of District

facilities by non-members shall be required to pay appropriate rental fees according to adopted fee schedules.

3. Keys or combinations to locks shall be provided to all sheds, rooms, cabinets, offices and storage facilities used by clubs or groups and which are owned or placed on BBRD property. These shall be clearly marked and provided to the BBRD District Clerk.<sup>76</sup>
4. Any club, organization or individual desiring to construct or install any building, sun cover, bench or other type of structure on District property must have prior approval of District management. A complete plan including materials and design, along with maintenance, repair and insurance requirements must be included. All local, county, state and federal regulations pertaining to excavation and building must be met prior to construction or installation of any structure. Any structure constructed, placed or installed on District property becomes the property of the District. No removal of any such structure is permitted without District approval.<sup>77</sup>

#### **Use of Buildings or Amenities**

1. Normal hours for use of buildings and all amenities are posted. When the amenities are closed no one shall use them. Exceptions may be granted by pre-arrangement with the Community Manager and/or his designees.<sup>78</sup>
2. Persons or official BBRD organizations desiring to use Barefoot Bay facilities shall make such reservations in advance with the appropriate District office in charge of calendar coordination in writing. Persons or organizations may reserve Building A, Building D&E or other facilities for exclusive or non-exclusive use. Denial of requests for exclusive use of amenities shall be provided to the requestor within 3 business days in writing, citing reasons for denial. Persons or official BBRD organizations may appeal staff's denial of a request for exclusive use of an amenity to the Board of Trustees at the next regularly scheduled meeting. These facilities are for the principal use of residents, who have priority over any outside-sponsored activities.<sup>79</sup>
3. Changes to reservations shall be made in writing to appropriate District office in charge of calendar coordination.<sup>80</sup> When two parties or organizations are involved in a change, both parties to the change will sign the written request. Calendar dates unconditionally released will be reassigned on a first request basis. Calendar schedules of events will be published monthly and posted on the official website.
4. Individuals or organizations authorized for exclusive use of any facility<sup>81</sup> are responsible for the premises during their occupancy. Such sponsors will prevent damage or destruction and provide cleanup, including the kitchen and serving area, following the event.
5. Abuse of the facilities shall be reported to the District Management offices.
6. Persons or organizations responsible for damage or destruction to the building, furnishings or equipment shall be held pecuniary liable. Payment will be required for cleanup necessitated by the failure to leave the building, furnishings, or equipment in the same condition as when they were delivered for use of said person(s) or organization.
7. Use of portable items of equipment shall be arranged for in advance by contact with the District Management offices.
8. Desired setup plans shall be submitted to the District Management office at least two (2) weeks in advance of the scheduled usage date.
9. All setups must meet fire code requirements. No alterations to the setup are allowed by any person, club or organization.

#### **Game/Meeting Rooms**

1. Use of the facilities shall be scheduled in advance by arrangements with the District Management offices.
2. Rules for use of the pool tables are posted in the entryway. These rules shall be observed by persons using tables.

3. The pool room may be entered on request made to District management officials, or pool host on duty. No person under the age 18 shall be allowed in pool room unless supervised by parent, grandparent, legal guardian or responsible property owner.
4. Vandalism to the premises or inappropriate conduct by individuals should be immediately reported to the District Management offices or pool host.
5. Normal hours for use are maintained by the Calendar Coordinator in Resident Relations.<sup>82</sup> Exceptions may be granted by pre-arrangement with District Management offices.

### Swimming Pools

1. Residents, guests and visitors must follow instructions of the Pool Host and/or District employees while at District facilities. The District's "Rules for Swimming Pool Use", as posted at each pool are illustrative of the District's rules for use of the Pools and are not meant to be viewed as a definitive and/or exhaustive list of rules.
- ~~1-2.~~ Direction given by the Pool Host and any other District employee must be adhered to by members and guests in the pools, pool-side areas, and dressing/rest room facilities. ~~The posted pool rule signs will be updated to reflect the amended policies as soon as possible. Failure to do so may result in a suspension of their social membership privileges or Kids' Swim badge.~~
3. District employees reserve the right to refuse use of the swimming pool to any person or group for a violation of any of these rules.
- ~~2-4.~~ Only approved items are allowed in the pools. A current management approved list of items allowed in the pool is available at each pool.<sup>83</sup>
- ~~3-~~ ~~Residents, guests and visitors must follow instructions of the Pool Host. Failure to do so may result in a suspension of their social membership privileges.~~
- ~~4-~~ ~~District management reserves the right to refuse use of the swimming pool to any person or group for a violation of any of these rules.~~
5. Proper ID, as required by the District, must be presented in order to gain access to the pool areas.
6. The Pool Host or other District employee has the authority to check bags or coolers for prohibited items before access is granted into the pool area.<sup>84</sup>
7. There is no life-guard on duty at any of the District's pools; swim at your own risk.
8. Normal hours for use are as posted.
9. Children under 12 years of age must be accompanied by a parent, guardian or family member over 18 years old <sup>85</sup>while in the swimming pool area, including Kids' Swim events.
10. Children under 6 years of age and guests that have physical issues that decrease their personal safety (i.e. elderly, physically or mentally disabled, etc.) in the pool, are not permitted in the pool without immediate and constant supervision of parent, guardian, or family member over 18 years old, including Kids' Swim events.
- ~~11.~~ ~~Guests that have physical issues that decrease their personal safety (i.e. elderly, physically or mentally disabled, etc.) in the pool, are not permitted in the pool without immediate and constant supervision of a guardian or care taker.~~
- ~~12-11.~~ It is a violation of Florida law to bring into pool areas or otherwise use glass bottles, containers, or other glass products.
- ~~13-12.~~ The State of Florida law prohibits bringing in and consuming alcoholic beverages on premises unless purchased from the District.<sup>86</sup> Containers carrying alcohol <sup>87</sup>may not be brought into the pool area.<sup>88</sup> Persons with suspicious looking containers may be denied entry into District Pool areas. Persons with suspicious looking containers who refuse to allow staff to inspect them may be required to leave the pool area (i.e. inside the fenced areas at Pools #1, #2 and #3 including the Lounge/Lakeside/picnic/pavilion areas) and may be subject to suspension of their social membership privileges.
- ~~14-~~ ~~Containers carrying alcohol may not be brought into the pool area.~~

- ~~15-13.~~ No food or drink is permitted in or near the swimming pool or within 4 feet of the swimming pool.
- ~~16-14.~~ Members and guests are required to use the rest rooms located in the dressing room in pool ~~#2 and #3 areas and the hallway of the Lounge via the southside (i.e. smoking pit side) door.~~
- ~~17-15.~~ Lifesaving equipment shall be used only for the purpose intended.
- ~~18-16.~~ Infants, and those individuals with incontinence issues, shall wear 'swim diapers' or other appropriate apparel which prevents the release of bodily waste while using swimming pools.<sup>89</sup>
- ~~19-17.~~ No swimmer with open sores that are likely to degrade water quality, infection, or contagious disease may use District swimming pools.<sup>90</sup>
- ~~20-18.~~ Members and guests are required to shower before entering the swimming pool. Showers are for pool users only.
- ~~21-19.~~ Diving, running, jumping, rough play, or profanity are not allowed in or around the pool.
- ~~22-20.~~ No animals are allowed in the pool area, with the exception of service animals.
- ~~23-21.~~ Appropriate cover-up and shoes must be worn when entering any of the facilities.
- ~~24-22.~~ Members and guests should exercise respectful and proper conduct around the pools and report all improper behavior to the District Management offices or pool host.
- ~~25-23.~~ Swimsuits or authorized swim wear are the only authorized apparel for use in the pools. Anyone entering a pool with clothing that bleeds and requires the pool to be closed will be billed the cost to treat the pool.<sup>91</sup>
- ~~24.~~ In the event of lightning or other threatening weather, residents must leave the pool area (Pool 2 & 3 – gated area; Pool 1 – lower deck) when instructed by the Pool Host and remain out of pool area until instructed by the Pool Host that it is safe to re-enter the pool area. <sup>9293</sup>

#### **Shuffle Board-Bocce- Lawn bowling – Horseshoes and Basketball**

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

#### **Lounge**

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

#### **Tennis/Pickle Ball Courts<sup>9495</sup>**

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

#### **Softball Field Rules and Regulations**

1. Softball Field is reserved through the Calendar Coordinator.
2. Visiting teams are permitted as guests of any properly constituted Barefoot Bay League. The Sponsors of the visiting teams shall be responsible for the actions of their guests.
3. Casual use of the field is permitted outside of any pre-reserved time.

4. Vandalism to the premises or inappropriate conduct by individuals should be immediately reported to the District Management offices. Persons or organizations responsible for damage or destruction shall be held peculiarly liable.
5. Any disputes concerning use of the facilities, may be appealed to the Community Manager, and his/her judgment shall be final.

### Golf

1. The Golf Operation Manager or his/her designee is in charge of the golf course, Pro Shop and the facilities at the course. Failure to adhere to course rules or direction of staff may result in a suspension of the player's social membership or revocation of playing privileges.<sup>96</sup>
2. All players shall register in the Pro shop before play.
3. Play may be limited by Golf Operation Manager or his/her designee for specific reasons, i.e. tournaments, maintenance, weather, etc.
4. Property owners, members having golf membership and their guests shall have priority for available tee time.
5. Green fees are on a daily basis. Rain check policies are posted in the Pro shop.
6. Each player must have a set of clubs and putter including a golf bag.
7. All play must begin at either the 1st. or 10th tee as scheduled by the Pro Shop.
8. Power golf carts are not to be used for more than two (2) riders and two (2) golf bags.
9. Children under 16 years of age are not permitted to operate power golf carts.
10. Players must be properly attired. Shirts and shoes are mandatory.
11. Wading in lakes is prohibited.
12. Players shall play in foursomes, particularly on Saturday, Sunday and holidays. "Five some" must have permission from Golf Operations manager or his/her designated employee in his/her absence.
13. Power golf carts shall not be driven on high slopes of greens, sand traps or tees.
14. ADA validated individuals may park in designated areas (identified by blue stakes). These areas may be moved or closed due to inclement weather or any unsafe condition as defined by the Golf Operations Manager or his/her designee and/or the Golf Course Superintendent.<sup>97</sup>
15. Faster players must be permitted to "play through."
16. Hawking for golf balls in lakes and canals is strictly forbidden.
17. All play will be on a reserved tee time basis.
18. No fishing permitted in lakes on the golf course.
19. The club will not allow private golf carts or replacements when the total number of private carts equals 170. The Board shall be responsible for establishing user fees for private carts and such fees are subject to change at any time at the discretion of the Board.
20. The Board reserves the right to terminate the use of private golf carts at any time.

### Beach<sup>98</sup>

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

- C. A permit must be obtained at Resident Relations office which must be displayed on vehicles.<sup>99</sup>
- D. Guests must be accompanied by the resident who obtains the guest pass.
- E. Persons under the age of 18 must be accompanied by an adult when camping.
- F. RV and motorhome camping is strictly prohibited.
- 9. Fireworks, loud noise, and outside music are not permitted.
- 10. A key is required to gain access to these facilities and is available from Resident Relations.
- 11. Members and guests using these facilities are required to observe posted rules.
- 12. The cutting of bait shall be at authorized stations only. The cleaning of fish is prohibited in District facilities.

### **Fishing Pier**

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

### **Canoe/Kayak Storage at Fishing Pier**

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

### **Remote Control Boat Usage and Limitations**

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

- 1. Remote control (RC) boats are prohibited in BBRD waterways unless designated for specific RC boat use
- 2. Day of week allowed:
  - a. Tuesday and Thursday (electric and gas powered)
  - b. Saturday (electric powered)
- 3. Hours of use will be posted at designated areas
- 4. Building A Lake is the only designated waterway for RC boat usage
  - a. RC Boats longer than 7 feet are prohibited
  - b. Nitro powered RC Boats are prohibited
  - c. Harassment of wildlife is prohibited
  - d. Parking of motorized vehicles (i.e. road worthy vehicle that requires a tag [AKA license plate]) on common area turf is prohibited
  - e. Parking of golf carts is permitted on common areas

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

#### **RV Lots**

1. Use of the RV Storage Lots is primarily for Barefoot Bay Residents. Non-residents may lease the facility during the months of May through September. RV owners utilizing the RV Storage lots must enter into a storage lease agreement.<sup>100</sup>
2. Storage lease agreements shall be on a month-to-month basis.
3. No stand-alone structures or loose articles will be allowed in any space.
4. Owners shall be solely responsible for all loss or damage to owners stored property.
5. Owner shall keep all stored property properly licensed, registered, road-worthy, and/or operational for the property's intended use at all times.
6. Assignment or subletting of spaces is prohibited.
7. Owners must assure that all vehicles are chocked.
8. Only one (1) unit or trailer per space will be allowed.
9. No gate access card<sup>101</sup> shall be passed on to anyone else.
10. All gate access cards must be returned upon relinquishment of leased space.
11. Upon termination of the Lease, owner shall surrender the leased space to the District in the same condition as it was originally leased to the owner.
12. All lease payments are due on the first day of the current month and may be made up to twelve (12) months in advance. Payment of lease payments in advance shall not prevent Lessor from terminating the lease as provided herein. In the event of such default or upon termination by Lessor, Lessee shall only be entitled to the return of any advance payments made by Lessee, prorated accordingly.
13. Nonpayment of lease payments will result in disabling of access cards. A reactivation fee shall be charged as per the BBRD fee schedule.<sup>102</sup>
14. Owner must give written notice of intent to terminate no later than 5 business <sup>103</sup>days prior to the end of any month; otherwise owner shall be responsible for payment of full rent for the following month.<sup>104</sup>
15. Failure to comply with the above rules and regulations will result in termination of this Lease Agreement. Any non-compliant Lessee will be held responsible for costs incurred for removal

of stored property from storage facility. Costs of removal will be determined by staff. The monthly fee will continue to accrue until the issue of non-compliance is settled.

16. A replacement fee will be charged if the access card is not returned upon termination of lease or if the card is lost.<sup>105</sup>

### **Temporary Parking<sup>106</sup>**

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

### **No Parking at Specific Common Areas**

Vehicles shall be subject to towing at owners' expense if parked within 25 feet of District installed "No Parking" signs.<sup>107</sup>

## **3.3 FEE SCHEDULE**

### **Residents<sup>108</sup>**

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

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

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

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

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

Additional resident/property owner (over 2) must pay the resident fee.<sup>109</sup> \$125.00 + tax

Note: In the event more than 2 people are listed on a deed, additional (over 2) property owners must pay resident fee - \$125.00 + tax.<sup>110</sup>

#### **Administrative Fee**

Any changes to 2<sup>nd</sup> on membership will require a change fee.<sup>111</sup> \$25.00 + tax

Dependents \$25.00 + tax

All dependents are required to register to use District facilities.

### Fees Applicable to Renters/Tenants

Seasonal Renter	\$25.00 per person per month & tax
Long term renter**	
Per Adult <sup>112</sup>	\$100.00 + tax
Per Dependent <sup>113</sup>	\$25.00 + tax
Annual Renewal	
Per Adult <sup>114</sup>	\$50.00 + tax
Per Dependent	\$10.00 + tax <sup>115</sup>

A dated copy of the current lease agreement showing address of home and duration of the lease shall be provided on an annual basis or on renewal of rental badges. <sup>116</sup> Renters/tenants with a lease for less than 30 days shall not be issued a renter's badge and must obtain a guest pass.<sup>117</sup>

### Badges

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

All replacement picture badges, include Kids' Swim badges \$10.00<sup>118</sup>

2. Residents and guests must display their badges and/or guest passes upon request<sup>119</sup> at any District meeting or workshop in the Lounge, 19<sup>th</sup> Hole or Pool #1 Pavillion.

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

1. Valid badge holders (not expired) must be present when purchasing guest pass(es) otherwise the following costs will be doubled.<sup>120</sup>
2. One Day Guest Pass
  - A. Regular (purchased at Resident Relations or any of the pools) \$3.00 per person<sup>121</sup>
  - B. Street dance or other special events (purchased at Pool#1) \$5.00 per person
3. Two to Seven Day (week) Guest Pass<sup>122</sup>
  - A. Purchased at Pools \$7.00 per person
  - B. Purchased at Resident Relations Office \$5.00 per person

The cost of a one-day guest pass (except when purchased at a special event at Pool #1) will be credited from the cost of a week guest pass when purchased on the first business day following the weekend purchase at a pool.<sup>123</sup>
3. Grandchild Pass (with picture)
  - A. Quarterly \$10.00 per child
  - B. Annually \$25.00 per child
4. Non-Residents (Visitor) Pass \$15.00 per person per day
5. Temporary Lounge/Business Pass <sup>124</sup> \$0.00 (No Charge)<sup>125</sup>

### Kid Swim Badges

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

#### Property Owners, Residents, Renter

- |  |   |
|--|---|
| 1. R.V. storage area                               | Per current lease agreement <sup>126</sup>                                  |
| 2. Reactivation of Access Cards                    | \$10.00   |
| 3. Initial keys for beach and pier                 | \$5.00 <sup>127</sup>   |
| 4. Replacement keys, beach and pier <sup>128</sup> | \$10.00 <sup>129</sup> per key <sup>130</sup>                               |
| 5. RV Storage late fee <sup>131</sup>              | Per current lease agreement.  |
| 6. Resident for Profit Use of Building             | Non-Resident fees apply   |
| 7. Use of Building A Kitchen <sup>132</sup>        | See "Use of Kitchen Facilities/Bringing in Incidental Food" Sub-Section # 7 |

#### Non-Resident

1. Rental of Buildings:<sup>133</sup>
  - Building "A" \$100.00 per hour (2-hour min.)  
\$100.00 fee for use of kitchen (non-refundable) plus see "Use of Kitchen Facilities/Bringing in Incidental Food" Sub-Section #11<sup>134</sup>  
  
Plus \$100.00 refundable deposit  
  
Building "D or E" \$80.00 per hour (2-hour min.)  
  
\$50.00 for use of kitchen (non-refundable)  
Plus \$80.00 refundable deposits  
**Note:** Fees are double if both sides are used.  
  
Building "C" \$50.00 per hour (2-hour minimum)  
Pool #1 Pavilion \$100 per hour (2-hour minimum)

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

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

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

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

Automobiles overnight in Building "A" lot:

**Residents**

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

4 - 7 nights \$10.00

8 or more nights \$25.00/week<sup>135</sup>

**Guests**

1-2 nights      \$ 5.00

3-7 nights      \$10.00

8 or more nights      \$25.00/week

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

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

#### **Registration of Clubs/Organizations/Private Parties**

1. Any request to form a registered Club or Organization that intends to use District facilities must be approved by the Community Manager.<sup>136</sup>
2. An Application form and Building Registration form must be filed as part of the application which shall include the following information:
  - A. Name of Club or Organization
  - B. Names, addresses, phone numbers of at least four responsible year round District residents or elected officers or alternates. All officers of the club or organization must be District residents.
  - C. Times, dates, and their choice of established layouts of tables and chairs needed for the club/organization.
    - Any club or organization having fewer than 3 meetings and/or events per year shall be de-certified.<sup>137</sup>
  - D. Definition and purpose of the club or organization.
  - E. Other pertinent information as may be required.
3. Changes to Club Officers or designated responsible parties must be reported to BBRD management staff when changes occur to keep registration forms current.
4. Clubs or Organizations must renew their applications for use of District facilities on an annual basis. This must be done no later than the December 31st of each year. Names and address of officers (who must be District residents) shall be provided. Failure to maintain residents as officers will result in the club or organization being de-certified as a registered club or organization. This is necessary to reaffirm scheduling for each season/year. Applicants also need to report if they desire to have their names published in the HOA annual phone directory.
5. The designated parties will be the only recognized officials to make new arrangements and changes to the schedule or set up plans.

6. The time that has been scheduled for club meetings must be followed. Members are not allowed to come in early. Other functions or cleaning may be in progress prior to the clubs scheduled time.

#### **Use of District Facilities**

1. Any Club or Organization that uses District facilities must be comprised of a majority of Barefoot Bay residents unless permitted by policies adopted by the Board of Trustees. Only registered Clubs or Organizations may use District facilities on a non-fee basis.<sup>138</sup>
2. Residents of the Barefoot Bay Recreation District may utilize District facilities but registered Clubs or Organizations shall have priority in scheduling.
3. Social events held by residents requesting use of District facilities shall be classified as "District Resident-Private Parties." Rental fees shall not apply; however, non-residents who attend these functions must register as guests and pay fees in accordance with the District's fee schedule.
4. Residents using District facilities for a "for profit" event are required to pay fees in accordance with the District's fee schedule.
5. Non-registered clubs and organizations or non-residents may use District facilities upon payment of appropriate fees in accordance with the District's fee schedule. Priority shall be in terms of scheduling:
  - A. BBRD official meetings, workshops and/or events
  - B. BFBHOA
  - C. District Resident-Private Parties
  - D. Registered Clubs, Organizations
  - E. Non-residents.

#### **Non-Discrimination Policy**

The Barefoot Bay Recreation District does not discriminate against anyone in a protected class including, but not limited to race, creed, color, national origin, religion, gender, or sexual orientation. When in use of Barefoot Bay Recreation District facilities, anyone in a protected class including employees, residents and guests will not be discriminated against regardless of race, creed, color, national origin, religion, gender or sexual orientation.<sup>139</sup>

#### **Use of Alcoholic Beverages**

1. Bringing alcoholic beverages to District facilities is prohibited. Where permitted, all alcoholic beverage purchases must be provided by the Barefoot Bay Recreation District.
2. In accordance with Florida Law, Home owners, residents, or guests may NOT place alcoholic beverages that are not purchased through the golf course or 19<sup>th</sup>-hole on their property adjacent to the golf course for any amenity user to consume.<sup>140</sup>
3. For all functions desiring the use of bar service for the purpose of purchasing alcoholic beverages, the minimum service charge shall be \$100.00.<sup>141</sup> For non-club functions, this fee is payable in advance at the Resident Relations Office.<sup>142</sup> If the Bar takes in less than \$100.00, the function host will reimburse the bar total.<sup>143</sup> Clubs who register a bar must also meet the \$100.00 minimum, but are not required to pay in advance.<sup>144</sup> Clubs who do not meet the \$100.00 minimum must make up the difference.<sup>145</sup>
4. Clubs or organizations must fill out a Bar Form (if a bar is desired) to request a Bar for the function. A good estimate on the number of people that will attend is required. This helps the bartender to stock the bar properly.
5. A request for bar service must be made at least two weeks in advance. If not submitted two weeks prior to the event,<sup>146</sup> BBRD cannot guarantee that personnel will be available to cover the bar.

### **Scheduling and Set-Up**

1. It will be necessary to have dates of annual events scheduled prior to November 25<sup>th</sup> each year for the following year. There will be no confirmation of these dates until they have been reviewed and approved.
2. Reservations will be booked for eleven months only: If an entity desires the use of club facilities during December, this must be requested on a separate form. Regular scheduling of facilities shall be beginning in January.
3. Pick more than one date and check with the Calendar Coordinator's Office to determine the availability of time and building.
4. At the time of reservation, you will need to know the number of people that will be attending, and if you would like round or square tables. Options for table layout are limited to established table layouts.
5. Buildings will no longer be held for the Clubs or Organizations unless they come into the office and sign the necessary paperwork.
6. In order to cancel a meeting, an authorized representative must come in person to the Calendar Coordinator's office to cancel. They will be asked to sign a cancellation form.
7. The Barefoot Bay Recreation District reserves the right to assign, re-assign or re-schedule any function. The Community Manager shall be responsible for all final decisions regarding conflicts in scheduling.
8. Smaller clubs/organizations/events may be reassigned to a smaller facility to reduce utility and maintenance costs.
9. All functions requiring set-up must be submitted at least 2 weeks in advance. Failure to provide adequate notice by this deadline shall result in payment of set-up fees of \$25.00 & tax. Once set up plans are submitted and approved, any changes to the set up plans as submitted may be required to pay additional fees.
10. Persons requesting the use of Building A or D & E and requiring multiple large electrical usage appliances must follow the plan outlined by Property Services to safely utilize existing power supplies. Failure to follow the set plan will result in loss of usage of the facility for that event. It is the responsibility of the Barefoot Bay Recreation District to strictly adhere to all Fire and Safety regulations for events in and around the Recreation District facilities.
11. Persons requesting the use of Building A or D & E which will result in large groups of mobile guests are required to follow the plan outlined by Property Services to safely utilize doorways and exits. Failure to follow the set plan will result in loss of usage of the facility for that event. It is the responsibility of the Barefoot Bay Recreation District to strictly adhere to all Fire and Safety regulations for events in and around the Recreation District facilities.
12. Requests for an outdoor bar by the Pavilion (back of Building A) shall pay a \$50.00 non-refundable bar setup and tear down fee at time of finalizing the reservation with the Calendar Coordinator.<sup>147</sup>

### **Use of District Facilities Where Fees Are Charged**

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

### **Use of Facilities for Gambling and Games of Chance**

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

### Use of Kitchen Facilities/Bringing in Incidental Food

1. Any function that requires the use of kitchen facilities including the use of grills stoves, refrigerators, sinks shall pay a usage fee and clean-up deposit as may be determined by the Board of Trustees.
2. Clean up deposits and usage fees may be waived if food and beverages brought into the District facilities are of an incidental nature. However, a clean-up fee may be charged to any entity using District facilities if areas need to be cleaned by custodial staff.
3. Refrigerators, freezers and/or walk in cooler must be reserved with the Calendar Coordinator at least two weeks prior to their use.
4. If a private caterer requires the use of the warming ovens, refrigerator and/or freezer, the Barefoot Bay club, organization representative, or Barefoot Bay resident must reserve them with the Calendar Coordinator at least two weeks in advance. There will be no catering charge for the Barefoot Bay club, organization, or resident unless the equipment is damaged. Damage to equipment will be assessed at the repair or replacement cost of the equipment to the Barefoot Bay club, organization, or resident. <sup>148</sup>
5. Residents who use District pots/pans/utensils must be rinsed and left at dish machine <sup>149</sup>
6. Food and Beverage will provide a dishwasher for \$13.25/hour <sup>150</sup>
7. District cleaning of kitchen equipment is: <sup>151</sup>
  - >50 people \$20
  - 50-100 people \$30
  - 100-200 people \$40
8. Any function that leaves the facilities in an unclean manner (and has not requested District cleaning) shall be charged a \$100.00<sup>152</sup> clean-up fee. If the fee is not paid, the entity will lose their privileges until the matter is settled.
9. Due to insurance requirements, the slicer, deep fryer<sup>153</sup>, stove top, cheese melter, char broiler, griddle, conveyor dishwashing machine <sup>154</sup> and use of grill in Building A are not available for use by non-staff persons. District personnel will provide said services when requested. A fee of \$16.50 per hour will be charged for these services. A custom fee will be developed upon request for multiple services.<sup>155</sup> A \$50.00 fee for grill service for two hours, additional hours \$16.50 per hour.<sup>156</sup>
10. An additional service is available to load the mobile cook/hold oven with plated dishes, roll out and serve for \$13.50 per hour. <sup>157</sup>
11. Non-BBRD Caterer for resident groups and clubs reserving Building A is given access to stove, fryers, warming ovens, and mobile holding cart with assigned BBRD F&B staff to oversee operations for the following fees: <sup>158</sup>
  - >50 people \$100/up to 3 hours
  - 50-100 people \$200/up to 4 hours
  - 100-200 \$300/up to 5 hours
12. The gas grill is available for use at Pool 1 by residents and their guests on a first come, first served basis. <sup>159</sup>
13. Residents must wipe the grill and cooking area clean when cooking is complete.
14. Residents assume all responsibility for food safety.
15. Due to the potential risks, residents using grills are required to sign a waiver and assume all responsibility for the cooking and safety of the prepared food.
16. Residents must provide their own cooking tools.
17. All commercial entity hosted for-profit, revenue-based, food service special events, excluding outside commercial entity catering and/or simple food delivery for resident or club-hosted meetings or special events, are prohibited from being held in any District owned facilities.<sup>160</sup>

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

### **3.5 Guidelines for Gift and or Memorials for the Barefoot Bay Recreation District<sup>161</sup>**

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

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

## **Part 4. Public Records Request Policy**

### **4.0 PURPOSE.<sup>162</sup>**

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

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

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

## **4.1 PUBLIC RECORDS REQUEST PROCEDURE.**

### ***A. Intake of Request.***

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

### ***B. Notification and Response.***

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

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

***C. Public Record Inspections.***

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

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

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

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

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

#### **4.3 COPIES AND FEES.**

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

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

Homeowners and residents may obtain one free copy of the following documents per calendar year:<sup>163</sup>

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

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

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

##### **Paper copies:**

First 10 pages per month, per citizen: No Charge

##### **Additional:**

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

**Certified copies:** \$1.00

##### **CD/DVD/VHS/Audio Tapes:**

###### **Duplication:**

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

Postage:

Large orders or those to be mailed out of BBRD should be weighed and calculated individually, using [www.usps.gov](http://www.usps.gov) for postage rates.

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

**Revision Record Page (updated discontinued circa 2004)**

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

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

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

## Endnotes

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- 1 Amended 12/10/13 Resolution 2013-16
- 2 Added 2/13/2015, Resolution 2015-04
- 3 Amended 9/9/16, Resolution 2016-19
- 4 Amended 7/10/09, Resolution 2009-12
- 5 Amended 2/13/2015, Resolution 2015-04
- 6 Amended 9/9/16, Resolution 2016-19
- 7 Amended 3/28/2017 , Resolution 2017-5
- 8 Amended 9/9/16, Resolution 2016-19
- 9 Amended 9/9/16, Resolution 2016-19
- 10 Amended 3/28/2017, Resolution 2017-05
- 11 Section added 2/13/2015, Resolution 2015-04
- <sup>12</sup> Amended, 10/12/18, Resolution 2018-08
- 13 Amended 9/9/16, Resolution 2016-19
- <sup>14</sup> Amended 4/09/21, Resolution 2021-05
- 15 Amended 2/13/2015, Resolution 2015-04
- 16 Amended 2/13/2015, Resolution 2015-04
- 17 Amended 2/13/2015, Resolution 2015-04
- 18 Amended 2/13/2015, Resolution 2015-04
- 19 Amended 2/13/2015, Resolution 2015-04
- 20 Amended 2/13/2015, Resolution 2015-04
- 21 Amended 9/9/16, Resolution 2016-19
- 22 Amended 2/13/2015, Resolution 2015-04
- <sup>23</sup> Amended, 10/12/18, Resolution 2018-08
- 24 Amended 2/13/2015, Resolution 2015-04
- 25 Amended 9/9/16, Resolution 2016-19
- 26 Amended 2/13/2015, Resolution 2015-04
- 27 Amended 2/13/2015, Resolution 2015-04
- 28 Amended 2/28/12 Resolution 2012-05
- 29 Amended 9/9/16, Resolution 2016-19
- 30 Amended 2/13/2015, Resolution 2015-04
- 31 Amended 06/23/09, Resolution 2009-08
- 32 Amended 9/9/16, Resolution 2016-19
- 33 Amended 2/13/2015, Resolution 2015-04
- 34 Amended 2/13/2015, Resolution 2015-04
- <sup>35</sup> Amended, 10/12/18, Resolution 2018-08
- 36 Amended 2/13/2015, Resolution 2015-04
- 37 Amended 2/13/2015, Resolution 2015-04
- <sup>38</sup> Amended 9/22/2020 Resolution 2020-12
- 39 Amended 2/13/2015, Resolution 2015-04
- 40 Amended August 13 2010, Resolution 2010-14
- 41 Amended 12/10/13 Resolution 2013-16
- 42 Added 2/13/2015, Resolution 2015-04
- 43 Amended 9/9/16, Resolution 2016-19
- 44 Amended 9/9/16, Resolution 2016-19
- 45 Amended December 10, 2013, Resolution 2013-16
- 46 Amended May 14, 2010, Resolution 2010-09
- 47 Amended December 10, 2013, Resolution 2013-16
- 48 Temporary Social membership reference deleted 2/13/2015, Resolution 2015-04
- 49 Amended December 10, 2013, Resolution 2013-16

50 Amended December 10, 2013, Resolution 2013-16  
51 Amended 2/13/2015, Resolution 2015-04  
52 Amended 2/13/2015, Resolution 2015-04  
53 Amended 2/13/2015, Resolution 2015-04  
54 Amended September 10, 2010, Resolution 2010-15  
55 Amended September 10, 2010, Resolution 2010-16  
56 Amended 9/9/16, Resolution 2016-19  
<sup>57</sup> Amended Feb. 25, 2020, Resolution 2020-03  
58 Amended December 10, 2013, Resolution 2013-16  
59 Amended January 13, 2012 Resolution 2012-01  
60 Amended December 10, 2013, Resolution 2013-16  
61 Amended June 8, 2012 Resolution 2012-09  
62 Amended September 23, 2014 Resolution 2014-12  
63 Amended 9/9/16, Resolution 2016-19  
64 Amended 3/28/2017, Resolution 2017-05  
<sup>65</sup> Amended, 10/12/18, Resolution 2018-08  
66 Amended October 25, 2011. Resolution 2011-16  
67 Amended 9/9/16, Resolution 2016-19  
<sup>68</sup> Amended 3/28/2017, Resolution 2017-05  
<sup>69</sup> Amended, 10/12/18, Resolution 2018-08  
70 Amended 7/8/11, Resolution 2011-12  
<sup>71</sup> Amended, 10/12/18, Resolution 2018-08  
72 Res. 2001-12, 12/14/01  
<sup>73</sup> Amended, 10/12/18, Resolution 2018-08  
74 Amended 9/9/16, Resolution 2016-19  
75 Amended 2/13/2015, Resolution 2015-04  
76 Amended March 12, 2010, Resolution 2010-7  
77 Amended March 23, 2010, Resolution 2010-8  
<sup>78</sup> Amended, 10/12/18, Resolution 2018-08  
79 Amended 2/13/2015, Resolution 2015-04  
80 Amended 2/13/2015, Resolution 2015-04  
81 Amended 2/13/2015, Resolution 2015-04  
82 Amended 9/9/16, Resolution 2016-19  
<sup>83</sup> Amended October 22, 2019, Resolution 2019-10  
84 Amended December 10, 2013, Resolution 2013-16  
85 Amended 9/9/16, Resolution 2016-19  
86 Amended December 10, 2013, Resolution 2013-16  
87 Amended 9/9/16, Resolution 2016-19  
88 Amended December 10, 2013, Resolution 2013-16  
89 Amended December 10, 2013, Resolution 2013-16  
90 Amended December 10, 2013, Resolution 2013-16  
91 Amended 9/9/16, Resolution 2016-19  
92 Amended 2/13/2015, Resolution 2015-04  
<sup>93</sup> Amended, 10/12/18, Resolution 2018-08  
94 Amended 3/11/2011 Resolution 2011-04  
<sup>95</sup> Amended, 10/12/18, Resolution 2018-08  
<sup>96</sup> Amended, 10/12/18, Resolution 2018-08  
97 Amended 9/9/16, Resolution 2016-19  
98 Amended July 8, 2011 Resolution 2011-12  
99 Amended 9/9/16, Resolution 2016-19

100 Amended July 10, 2009, Resolution 2009-14  
101 Amended 2/13/2015, Resolution 2015-04  
102 Amended 2/13/2015, Resolution 2015-04  
103 Amended 9/9/16, Resolution 2016-19  
104 Amended July 8, 2011, Resolution 2011-12  
105 Amended 2/13/2015, Resolution 2015-04  
<sup>106</sup> Amended, 10/12/18, Resolution 2018-08  
<sup>107</sup> Added, 11/13/2020, Resolution 2020-14  
108 Section amended 2/13/2015, Resolution 2015-04  
109 Amended December 10, 2013, Resolution 2013-16  
110 Amended December 10, 2013, Resolution 2013-16  
111 Amended December 10, 2013, Resolution 2013-16  
112 Amended December 10, 2013, Resolution 2013-16  
113 Amended December 10, 2013, Resolution 2013-16  
114 Amended December 10, 2013, Resolution 2013-16  
115 Amended December 10, 2013, Resolution 2013-16  
116 Amended December 10, 2013, Resolution 2013-16  
<sup>117</sup> Amended, 10/12/18, Resolution 2018-08  
<sup>118</sup> Amended October 22, 2019, Resolution 2019-10  
<sup>119</sup> Amended, 10/12/18, Resolution 2018-08  
<sup>120</sup> Amended, 10/12/18, Resolution 2018-08  
121 Amended 2/13/2015, Resolution 2015-04  
122 Amended December 10, 2013, Resolution 2013-16  
123 Amended 9/9/16, Resolution 2016-19  
124 Amended December 10, 2013, Resolution 2013-16  
125 Amended May 14, 2010, Resolution 2010-09  
126 Amended December 10, 2013, Resolution 2013-16  
127 Amended 9/9/16, Resolution 2016-19  
128 Amended December 10, 2013, Resolution 2013-16  
129 Amended 9/9/16, Resolution 2016-19  
130 Amended 2/13/2015, Resolution 2015-04  
131 Amended December 10, 2013, Resolution 2013-16  
<sup>132</sup> Amended 4/09/2021, Resolution 2021-05  
133 Amended 9/9/16, Resolution 2016-19  
<sup>134</sup> Amended 4/09/2021, Resolution 2021-05  
<sup>135</sup> Amended October 22, 2019, Resolution 2019-10  
<sup>136</sup> Amended April 25, 2017, Resolution 2017-07  
<sup>137</sup> Amended April 25, 2017, Resolution 2017-07  
<sup>138</sup> Amended 12/8/2017 Resolution 2017-19  
139 Amended December 10, 2013, Resolution 2013-16  
140 Amended 9/9/16, Resolution 2016-19  
141 Amended December 10, 2013, Resolution 2013-16  
142 Amended December 10, 2013, Resolution 2013-16  
143 Amended December 10, 2013, Resolution 2013-16  
144 Amended December 10, 2013, Resolution 2013-16  
145 Amended December 10, 2013, Resolution 2013-16  
146 Amended 2/13/2015, Resolution 2015-04  
<sup>147</sup> Amended October 2019, Resolution 2019-10  
148 Amended January 8, 2009, Resolution 2010-01  
<sup>149</sup> Amended, 4/09/21, Resolution 2021-05

- <sup>150</sup> Amended 4/09/21, Resolution 2021-05
- <sup>151</sup> Amended 4/09/21, Resolution 2021-05
- 152 Amended 9/9/16, Resolution 2016-19
- 153 Amended 9/9/16, Resolution 2016-19
- <sup>154</sup> Amended 4/09/21, Resolution 2021-05
- <sup>155</sup> Amended 4/09/21, Resolution 2021-05
- 156 Amended 2/13/2015, Resolution 2015-04
- <sup>157</sup> Amended 4/09/21, Resolution 2021-05
- <sup>158</sup> Amended 4/09/21, Resolution 2021-05
- 159 Amended July 8, 2011, Resolution 2011-12
- <sup>160</sup> Amended April 25, 2017, Resolution 2017- 07
- 161 Amended February 12, 2010, Resolution 2010-5
- 162 Adopted 10/26/2010, Resolution 2010-22
- 163 Amended 9/9/16, Resolution 2016-19

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, May 14, 2021  
Title: **Rules for the Board of Trustees Amendment**  
Section & Item: 9.B  
Department: Administration, District Clerk  
Fiscal Impact: N/A  
Contact:  
Attachments: Exhibit A noted codified Rules for the BOT 09Mar21, Resolution Amendment to Rules for Board of Trustees  
Reviewed by  
General Counsel: Yes  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Consideration of proposed Resolution 2021-06 amending the *Rules for the Board of Trustees* to incorporate previously approved amendments that inadvertently were later omitted.

### Background and Summary Information

In reviewing the *Rules for the BOT* last month, staff identified two previous amendments that were not included in the current version which was last adopted by the BOT on October 22, 2019:

- Resolution #2017-06, March 28, 2017
- Resolution #2017-12, July 25, 2017

The two amendments appear to have not been carried forward beginning with the October 13, 2017 amendment (via Resolution #2017-15) which did not use the most current version of the document as the starting point for modifications.

The attached Exhibit A has the previously adopted amendments (that were later inadvertently omitted) shown using the strike through underline method along with notes in the right-side margin detailing which resolution and adoption date said changes occurred. Staff recommends the BOT adopt Resolution 2021-06 amending the Rules for the BOT as previously amended.

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

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

#### **Section 1**

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

#### **Section 2**

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

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

#### **Section 1**

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

#### **Section 2**

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

### **ARTICLE III THE GOVERNING BODY**

#### **Section 1**

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

#### **Section 2**

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

### **Section 3**

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

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

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

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

### **Section 4**

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

## **ARTICLE IV** **REGULAR AND SPECIAL MEETINGS**

### **Section 1**

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

### **Section 2**

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

### **Section 3**

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

#### **Section 4**

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

#### **Section 5**

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

#### **Section 6**

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

1. No attendee shall be allowed the floor until recognized by the Chairperson.
2. No attendee may be allowed more than three (3) minutes on an Agenda Item or audience participation. Attendees may be allowed more than three minutes per Agenda item or audience participation per the discretion of the Chairman. The attendee must fill out a card informing the Chairperson on the Number of the Agenda Item they wish to speak about prior to the meeting.
3. No attendee shall be required to register his or her attendance. However, those desiring to be heard must state their name and place of residence.
4. No attendee may be allowed to enter into a debate with members of the Board.
5. All questions shall be directed to the Chairperson, answered by the Chairperson or the Chairperson may refer to other members of the Board.
6. Any attendee shall have the right to use a silent tape recorder, and to make an accurate record of what transpires. A reporter may use this means for the benefit of his readers or listeners.

7. Use of cameras will be allowed, so long as such use is not disruptive or the conduct of the meeting.

**ARTICLE V**  
**TRANSACTION OF BUSINESS BY THE BOARD**

**Section 1**

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

**Section 2**

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

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

**Section 3**

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

**Section 4**

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

**Section 5**

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

## Section 6

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

Commented [A1]: Amended by Resolution # 2017-06, March 28, 2017

## Section 7

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

## Section 8

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

Commented [A2]: Amended by Resolution #2017-12, July 25, 2017

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

Commented [A3]: Amended by Resolution #2017-06, March 28, 2017

Written minutes of committee and Board sub-committee meetings must be kept, with a copy provided to the District Record Custodian for record keeping. Members of all advisory

Commented [A4]: Amended by Resolution #2017-12, July 25, 2017

committees ~~and Board sub-committee~~ shall be advised of the Sunshine Laws applicable to the committee members. The BBRD Guidelines for Committee/Task Force form shall be prepared for each committee and shall be turned in to the District Record Custodian for record keeping.

Commented [A5]: Amended by Resolution #2017-12, July 25, 2017

## **ARTICLE VI**

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

#### **Section 1**

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

Trustees shall:

- Attend all Board of Trustees meetings and workshops, unless otherwise excused by the Chairperson
- ~~Chair committees or acts as liaison to assigned committees and regularly reports on their activities;~~
- Evaluate the Community Manager and or management company at the prescribed times and provides an assessment of current performance and areas for improvement;
- Respond to resident complaints by referring them to the appropriate entity, Board of Trustees or Community Manager for prompt resolution; and

Commented [A6]: Amended by Resolution #2017-06, March 28, 2017

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

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

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

#### **Section 2**

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

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

### **Section 3**

#### **Secretary.**

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

### **Section 4**

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

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

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

4. The Treasurer shall prepare reports for the regular scheduled board meetings which accurately reflect the most recent balances of the accounts held by the District. The Treasurer shall prepare a monthly summary report after each close of business and review the bank statement monthly along with the list of deposits and disbursements reflected in that bank statement.

#### **Section 5**

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

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

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

### **ARTICLE VII** **CONFLICT OF INTEREST**

#### **Section 1**

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

#### **Section 2**

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

grandchild, brother/brother-in-law, sister/sister-in-law, uncle, aunt, nephew, niece, first cousin, in-laws (father, mother, son daughter).

**ARTICLE VIII**  
**ADMINISTRATIVE DUTIES**

**Section 1**

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

**Section 2**

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

**Section 3**  
**Organizational Chart**

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

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

**Section 1**

1. Thought for the Day
2. Pledge of Allegiance to the Flag
3. Roll Call
4. Presentations and Proclamations
5. Approval of Minutes
6. Treasurer's Report
7. Audience ~~comments on Agenda Items~~ Participation

8. Unfinished Business
9. New Business
10. Community Manager's Report
11. Attorney's Report
- ~~12. Committee/Liaison Report~~
13. Incidental Trustee Remarks
- ~~14. Audience Participation~~
15. Adjournment

Commented [A7]: Amended by Resolution #2017-06, March 28, 2017

## **ARTICLE X AMENDMENTS**

### **Section 1**

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

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

## **ARTICLE XI PRECEDENT OF LAW**

### **Section 1**

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

### **Section 2**

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

Commented [A8]: Added for historic clarity purposes.

### **Section 3**

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

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

\_\_\_\_\_  
Michael Maino,  
Chairperson

\_\_\_\_\_  
Jeff Grunow,  
Secretary

## **RESOLUTION 2021-06**

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

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

**WHEREAS**, the Board of Trustees previously adopted amendments to the Rules for the Board of Trustees via Resolution numbers 2017-06 and 2017-12 which were inadvertently omitted from subsequent adoptions of the Rules for the Board of Trustees; and

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

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

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

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

Section 2. Severability.

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

hereby declared to be the expressed opinion of the Trustees of the Barefoot Bay Recreation District that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this Resolution did not induce its passage, and that without the inclusion of any such portion or portions of this Resolution, the Trustees would have enacted the valid constitutional portions thereof.

Section 3. Conflict with other Provisions.

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

Section 4. Effective Date.

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

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

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

The Chairman thereupon declared this Resolution duly passed and adopted this 14<sup>th</sup> day of May, 2021.

**BAREFOOT BAY RECREATION DISTRICT**

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

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

## Board of Trustees Meeting Agenda Memo

Date: Friday, May 14, 2021  
Title: **Accounting and Audit Services Renewal Agreement**  
Section & Item: 9.C  
Department: Administration, Finance  
Fiscal Impact: None  
Contact:  
Attachments: MSL 2016 Contract, Renewal Agreement for Accounting and Audit Services  
Reviewed by  
General Counsel: Yes  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Consider a 5-year extension to the contract for Accounting and Auditing services with MSL, P.A. (Formerly Moore, Stephens & Lovelace P.A.).

### Background and Summary Information

In July of 2016, BBRD entered a contract with Moore, Stephens & Lovelace P.A. for Accounting and Auditing services. The contract covered the Fiscal Years 16 - 20 with annual costs of \$21,000 (FY16, 17, and 18) and \$22,000 (FY19 and 20). The proposed extension has projected annual costs of \$22,000 (FY21, and 22) and \$23,000 (FY23, 24, and 25). BBRD has budgeted \$22,000 for these services for FY21 and proposed budgeting \$22,000 for FY22.

Staff recommends the BOT approve a 5-year extension to the contract with Moore, Stephens & Lovelace P.A. for Accounting and Auditing services.

**AGREEMENT BETWEEN BAREFOOT BAY RECREATION DISTRICT, FLORIDA  
AND MOORE STEPHENS LOVELACE, P.A.  
FOR ACCOUNTING AND AUDITING SERVICES**

This agreement made and entered into the \_\_\_ day of July 2016 by and between:

**Barefoot Bay Recreation District (BBRD)  
625 Barefoot Boulevard, Building F  
Barefoot Bay, FL 32976-7305**

and

**Moore Stephens Lovelace, P.A. (the "Auditor")  
255 S. Orange Avenue, Suite 600  
Orlando, FL 32801**

This Agreement sets for the scope of services the Auditor will provide the Barefoot Bay Recreation District, Florida (the "District") for the fiscal years ending September 30, 2016, 2017, 2018, 2019, and 2020. Services will include an audit of the governmental activities and the major fund, which collectively comprise the basic financial statements of the District as of and for the years then ending. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following supplementary information accompanying the basic financial statements is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule
3. Other Postemployment Benefits Plan

The objective of the audit is the expression of opinions as to whether the basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standard*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement. The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the District's Board of Commissioners, management, and the State of Florida Auditor General and is not intended to be, and should not be, used by anyone other than these specified parties.

The management of the District is responsible for basic financial statements and all accompanying information, as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for making all financial records and related information available to the Auditor, including any significant vendor relationships in which the vendor has the responsibility for program compliance. The Auditor understands that management will provide them with such information required for their audit and that management is responsible for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to the Auditor in the representation letter that the effects of any uncorrected misstatements aggregated by management during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management will provide the Auditor with such information required for their audit and management is responsible for the accuracy and completeness of that information. The Auditor will advise management about appropriate accounting principles and their application and will assist in the preparation of the financial statements, but the responsibility for the financial statements remains with management. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting, the selection and application of accounting principles, and the safeguarding of assets.

Management will provide supporting schedules, as requested. In addition, it is understood that management will render other assistance, such as copying agreements, pulling invoices, and providing additional schedules or documentation, as reasonable and necessary, to reduce time and

promote operational efficiency. This will allow the Auditor to issue their reports on the financial statements in a timely manner.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the District and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing the District about all known or suspected fraud, or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Management's responsibilities include informing the Auditor of their knowledge of any allegations of fraud or suspected fraud or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that the Auditor may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the audit objectives noted above. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. Management is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Identifying and ensuring that the District complies with laws, regulations, contracts, and agreements (including grant agreements), is the responsibility of management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatements, the Auditor will perform tests of the District's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of the audit will not be to provide an opinion on overall compliance and they will not express such an opinion in their report pursuant to *Government Auditing Standards*.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, the audit will involve judgment about the number of transactions to be examined and the areas to be tested. The Auditor will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed

examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

The Auditor's procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. The Auditor will request written representations from attorneys as part of the engagement, and they may bill the District for responding to this inquiry. At the conclusion of the audit, the Auditor will also require certain written representations from management about the financial statements and related matters.

In planning and performing their audit, the Auditor will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of their auditing procedures for the purpose of expressing their opinions on the District's financial statements.

The audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that the Auditor considers relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in the Auditor's report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, the Auditor will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards*.

The workpapers for this engagement are the property of Moore Stephens Lovelace, P.A. and constitute confidential information. However, the Auditor may be requested to make certain workpapers available to the District pursuant to authority given to it by law or regulation. If requested, access to such workpapers will be provided under the supervision of the Auditor's personnel. Furthermore, upon request, the Auditor may provide photocopies of selected workpapers to the District or applicable grantor agencies. The District or applicable grantor agencies may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The fees for these services will be at the Auditor's standard hourly rates, plus out-of-pocket costs (such as report reproduction, typing, postage, travel, copies, telephone, etc.), except that the Auditor agrees that their gross fee, including expenses, will not exceed \$21,000 for September 30,

2016, 2017 and 2018; and \$22,000 for September 30, 2019 and 2020. The fees are set based upon the District issuing an annual financial report in accordance with the *Rules of the Florida Auditor General*. The District is considering preparing a Comprehensive Annual Financial Report (CAFR). Should the District decide to prepare a CAFR for submission to the Government Finance Officers Association (GFOA) for the purpose of obtaining the GFOA's Certificate of Excellence in Financial Reporting, the Auditor will charge an additional one-time fee of \$2,000. This additional amount will cover consultation on preparation of the CAFR, as well as review of the CAFR and the related first-time GFOA submission. The additional charges after the first year will be \$1,000 for the CAFR review process. The Auditor's standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to the District's audit. The Auditor anticipates that work will normally begin in the November preceding the fiscal year audited, and invoices will be provided monthly as work is completed. This Agreement is subject to renewal upon mutual consent of both parties for one additional five-year period.

In accordance with the Auditor's policies, work may be suspended if the account becomes thirty (30) days or more overdue and may not be resumed until the account is paid in full. If the Auditor elects to terminate their services for nonpayment, the District will be obligated to compensate them for all time expended and to reimburse them for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from management personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, the Auditor will discuss it with management and arrive at a new fee estimate before they incur the additional costs.

These fees will be invoiced on an interim basis during the progress of our engagement. Invoices are due within ten (10) days of the invoice date. Any remaining balance is due upon delivery of the final product. Any subsequent discussions, conferences, telephone conversations, correspondence, or related services will be invoiced separately.

In the event the Auditor is requested or authorized by the District or is required by government regulation, subpoena, or other legal process to produce their documents or their personnel as witnesses with respect to their engagements for the District, the District will, so long as they are not a party to the proceeding in which the information is sought, reimburse them for their professional time and expenses, as well as the fees and expenses of their counsel, incurred in responding to such requests.

**Public Records.** All documents, maps, drawings, data and worksheets maintained by Auditor for BBRD under this Agreement shall be deemed public records pursuant to Chapter 119, Florida Statutes and shall be maintained as public records by Auditor. Upon request from the BBRD public records custodian, provide BBRD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowable under Florida Law. Auditor agrees to ensure that public records that are confidential and exempt from disclosure are not disclosed except as authorized by law. Auditor agrees that upon termination of this Agreement, all proprietary interest of BBRD in its business assets, tangible or intangible, including records, files, lists and information which Auditor deals with or develops during the course of this Agreement shall remain the sole and exclusive property of BBRD, and in no event shall Auditor acquire any interest therein. Auditor agrees that in the event of termination of this Agreement, Auditor shall promptly return at no cost to BBRD all public records, documents, forms, contracts, lists and completed work or work in progress relating to the affairs

of BBRD and any personal property of BBRD in the possession of Auditor at the time of termination. Notwithstanding the foregoing, and in lieu of transferring public records back to BBRD at the termination of this Agreement, the Auditor may keep and maintain public records in accordance with Florida Law at the time of termination of this Agreement. Upon the transfer of public records from Auditor to BBRD at the time of termination of this Agreement, as provided for herein, Duplicate public records that are exempt or confidential shall be destroyed by Auditor at the time of termination. If Auditor keeps and maintains public records upon termination of this agreement, the Auditor shall meet all applicable state statutory requirements for retaining public records. Public records maintained by Auditor in an electronic format, shall be provided to BBRD in a format that is compatible with the information technology systems of BBRD at the time of termination. All title to supplies, records of any type whatsoever, equipment and furnishings shall remain the sole property of BBRD.

**IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772.664.3141, DawnMyers@bbrd.org, BAREFOOT BAY RECREATION DISTRICT, 625 BAREFOOT BOULEVARD, BAREFOOT BAY, FL 32976.**

A service charge of 1.5 percent per month will be assessed on any invoice not paid within thirty (30) days of the invoice date. The Auditor reserves the right to halt further services until payment on past due invoices is received. In the event that collection procedures are required, the District agrees to pay all expenses of collection, including collection efforts by the Auditor's staff, which will be billed at their standard hourly rates, and all attorney's fees and costs actually incurred by the Auditor in connection with such collection, whether or not suit is filed thereon.

This agreement will be interpreted in accordance with Florida law and the terms and conditions as required by the Florida Board of Accountancy, where applicable.

Parties to this engagement agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation upon the written request of any party to the engagement. In the event that the parties cannot agree to a mediator, each will choose one and the two will choose a third, who will serve as sole mediator. The results of this mediation shall be binding only upon agreement of each party to be bound. Costs of any mediation proceeding shall be shared equally by both parties.

The terms and conditions set out in this Agreement constitute the entire agreement between the parties and supersede any verbal or written agreements concerning the above-referenced services. If the services and terms outlined above are in accordance with the District's understanding, sign a copy of this letter and return it to the Auditor via e-mail. Upon receipt of the signed Agreement, the Auditor will schedule work based on a mutually beneficial time schedule.

There may be additional services requested by the District that are outside the scope of this engagement. The Auditor will provide a quote for such services before proceeding with the additional work.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent report is attached to the Agreement.

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

Signed, sealed and delivered  
in the presence of:

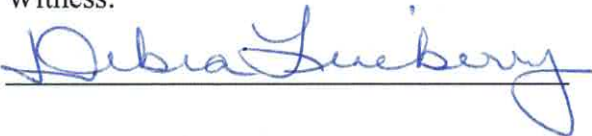
Witness:



Printed Name: Dawn Myers

Signed, sealed and delivered  
in the presence of:

Witness:

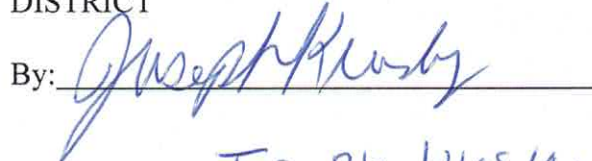


Printed Name: Debra Linberry

**"BBRD"**

BAREFOOT BAY RECREATION  
DISTRICT

By:



Printed Name: JOSEPH HLOSKY

Date:

July 13, 2016

**"AUDITOR"**

MOORE STEPHENS LOVELACE, P.A..

By:



Printed Name: WILLIAM BLOOD

Date:

7/6/16

esa/rjt  
H:\B\BARE35039\2016-2020 Agreement  
Attachment

**VIA EMAIL**

<b>Meeting Date</b>
July 8, 2016



<b>Agenda</b>	
<b>Section</b>	<b>8</b>
<b>Item No</b>	<b>A</b>

Agenda Report  
*Barefoot Bay Recreation District Board of Trustees*

**Subject:** FY16 – FY20 Governmental Auditing Services Award of Contract

**Dept/Office:** Administration- Finance Office

**Requested Action:** Review and Approval of Auditing Services Contract

**Summary Explanation and Background:**

On September 22, 2015 BOT meeting, the Board consented that FY16 – FY20 Governmental Auditing Services Contract shall go out for a RFP (Request for Proposal).

On May 4, 2016, staff prepared the Audit RFP document and emailed it to BBRD General Council for his review.

On May 5, 2016, Finance Committee reviewed and approved the Audit RFP document as presented by the staff.

On May 12, 2016, Audit Committee reviewed and approved the Audit RFP document as presented by the staff.

On May 17, 2016, BBRD advertised the notice of Request for Proposal 2016-01 for FY16 – FY20 Governmental Auditing Services and posted said document at BBRD website and Demand Star.

On June 17, 2016, Audit Committee opened five sealed Audit RFPs (Berman Hopkins Wright & LaHam, Grau & Associates, Rehmann, Carr Riggs & Ingram, and Moore Stephens Lovelace) and selected three audit firms (Rehmann, Carr Riggs & Ingram, and Moore Stephens Lovelace) for oral presentation and interview.

On June 29, 2016, Audit Committee members evaluated three firms by five criteria stated in Audit RFP document, which were Ability of Personnel (30 points), Proposer's Experience (25 points), Understanding of Scope of Work (15 points), Ability to Furnish the Required Services (10 points), and Price (20 points). As a result, the total score for Rehmann was 383, Carr Riggs & Ingram was 438, and Moore Stephens Lovelace was 478. Moore Stephens Lovelace ranked the highest among the three firms. Audit Committee made a recommendation to the Board to award the Auditing Services Contract to Moore Stephens Lovelace.

Staff is currently working with Moore Stephens Lovelace and expects to have a proposed contract (similar to the existing contract) prior to the BOT meeting for their review.

Staff recommends the Board award the FY16 – FY20 Governmental Auditing Services to Moore Stephens Lovelace with an option to extend the contract for one additional five

fiscal year periods.

**Exhibits Attached:** Evaluation Forms and M.S.L. Contract

**Contact:** Kimi Cheng, Finance Manager; John W. Coffey, Community Manager

**Fiscal Impact:** \$23,000 in FY17 (\$22,000 budgeted), \$22,000 in FY18 & FY19; \$23,000 in FY20 & FY21

**Contract/Agreement Reviewed by Attorney:** Yes

**Community Manager's Approval:**

**AUDIT COMMITTEE  
RFP 2016-01 EVALUATION FORM (TOTAL SCORE)**

COMMITTEE MEMBER	J.K.	L.W.	B.L.	S.D.	F.C.	TOTALS
Rehmann	83	65	75	84	76	383
Carr, Riggs & Ingram	85	85	85	88	95	438
Moore Stephens Lovelace, P.A.	98	95	95	95	95	478

Highest Ranking: Moore Stephens Lovelace, P.A.

Second Highest Ranking: Carr, Riggs & Ingram

Lowest Ranking: Rehmann

**AUDIT COMMITTEE  
RFP 2016-01 EVALUATION FORM**

Audit Committee Member Name: Joseph Klosky Date: June 29, 2016

FIRM	1	2	3	4	5	TOTALS
Rehmann.A.	25	20	15	8	15	83 ✓
Carr, Riggs & Ingram	25	20	15	8	17	85 ✓
Moore Stephens Lovelace, P	28	25	15	10	20	98 ✓

**EVALUATION CRITERIA:**

**1. Ability of Personnel (30 points).**

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; evaluation of existing work load; proposed staffing levels, etc.)

**2. Proposer's Experience (25 points).**

(E.g., past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Special Districts in other contracts; character, integrity, reputation of Proposer, etc.)

**3. Understanding of Scope of Work (15 points).**

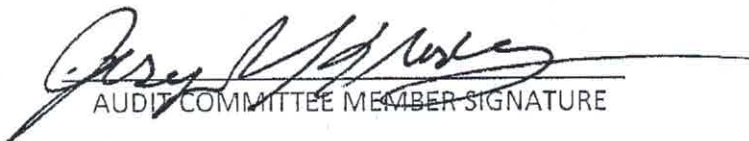
Extent to which the Proposal demonstrates an understanding of the District's needs for the services requested.

**4. Ability to Furnish the Required Services (10 points).**

Present ability to manage this project and the extent to which the Proposal demonstrates the adequacy of Proposers' financial resources and stability as a business entity necessary to complete the services required (E.g., the existence of any natural disaster plan for business operations).

**5. Price (20 points)**

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

  
AUDIT COMMITTEE MEMBER SIGNATURE

I see that all 3 clients gave a great presentation they have a great knowledge. But I believe that MSL has done the best. He has explained about how we had a clean Bill of Health. They did a great job since 07. I do recommend MSL

**AUDIT COMMITTEE  
RFP 2016-01 EVALUATION FORM**

Audit Committee Member Name: LEE WRIGHT Date: 6-29-16

FIRM	1	2	3	4	5	TOTALS
Rehmann.A.	20	<del>20</del> 10	10	10	15	65 ✓
Carr, Riggs & Ingram	25	20	15	10	15	85 ✓
Moore Stephens Lovelace, P	30	25	15	10	15	95 ✓

**EVALUATION CRITERIA:**

**1. Ability of Personnel (30 points).**

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; evaluation of existing work load; proposed staffing levels, etc.)

**2. Proposer's Experience (25 points).**

(E.g., past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Special Districts in other contracts; character, integrity, reputation of Proposer, etc.)

**3. Understanding of Scope of Work (15 points).**

Extent to which the Proposal demonstrates an understanding of the District's needs for the services requested.

**4. Ability to Furnish the Required Services (10 points).**

Present ability to manage this project and the extent to which the Proposal demonstrates the adequacy of Proposers' financial resources and stability as a business entity necessary to complete the services required (E.g., the existence of any natural disaster plan for business operations).

**5. Price (20 points)**

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

  
AUDIT COMMITTEE MEMBER SIGNATURE

**AUDIT COMMITTEE  
RFP 2016-01 EVALUATION FORM**

Audit Committee Member Name: BRIAN LAVIER Date: 6/29/16

FIRM	1	2	3	4	5	TOTALS
Rehmann.A.	20	<del>20</del> 15	15	10	15	75 ✓
Carr, Riggs & Ingram	25	20	15	10	15	85 ✓
Moore Stephens Lovelace, P	30	25	15	10	15	95

**EVALUATION CRITERIA:**

**1. Ability of Personnel (30 points).**

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; evaluation of existing work load; proposed staffing levels, etc.)

**2. Proposer's Experience (25 points).**

(E.g., past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Special Districts in other contracts; character, integrity, reputation of Proposer, etc.)

**3. Understanding of Scope of Work (15 points).**

Extent to which the Proposal demonstrates an understanding of the District's needs for the services requested.

**4. Ability to Furnish the Required Services (10 points).**

Present ability to manage this project and the extent to which the Proposal demonstrates the adequacy of Proposers' financial resources and stability as a business entity necessary to complete the services required (E.g., the existence of any natural disaster plan for business operations).

**5. Price (20 points)**

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

  
AUDIT COMMITTEE MEMBER SIGNATURE

**AUDIT COMMITTEE  
RFP 2016-01 EVALUATION FORM**

Audit Committee Member Name: STEVEN D. ANTA Date: 6/28/16

FIRM	1	2	3	4	5	TOTALS	
Rehmann.A.	27	20	12	10	15	84	84
Carr, Riggs & Ingram	29	20	12	10	17	88	88
Moore Stephens Lovelace, P	25	25	15	10	20	95	95.

**EVALUATION CRITERIA:**

**1. Ability of Personnel (30 points).**

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; evaluation of existing work load; proposed staffing levels, etc.)

**2. Proposer's Experience (25 points).**

(E.g., past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Special Districts in other contracts; character, integrity, reputation of Proposer, etc.)

**3. Understanding of Scope of Work (15 points).**

Extent to which the Proposal demonstrates an understanding of the District's needs for the services requested.


**4. Ability to Furnish the Required Services (10 points).**

Present ability to manage this project and the extent to which the Proposal demonstrates the adequacy of Proposers' financial resources and stability as a business entity necessary to complete the services required (E.g., the existence of any natural disaster plan for business operations).

**5. Price (20 points)**

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

I feel that we should award the contract to Moore Stephens Lovelace AS they are familiar with the RFP

  
AUDIT COMMITTEE MEMBER SIGNATURE

**AUDIT COMMITTEE  
RFP 2016-01 EVALUATION FORM**

Audit Committee Member Name: F. Cavaliere Date: 6-29-2016

FIRM	1	2	3	4	5	TOTALS
Rehmann.A.	20	18	15	50	18	80 ✓
Carr, Riggs & Ingram	30	20	15	10	20	95 ✓
Moore Stephens Lovelace, P	30	20	15	10	20	95 ✓

**EVALUATION CRITERIA:**

**1. Ability of Personnel (30 points).**

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; evaluation of existing work load; proposed staffing levels, etc.)

**2. Proposer's Experience (25 points).**

(E.g., past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Special Districts in other contracts; character, integrity, reputation of Proposer, etc.)

**3. Understanding of Scope of Work (15 points).**

Extent to which the Proposal demonstrates an understanding of the District's needs for the services requested.

**4. Ability to Furnish the Required Services (10 points).**

Present ability to manage this project and the extent to which the Proposal demonstrates the adequacy of Proposers' financial resources and stability as a business entity necessary to complete the services required (E.g., the existence of any natural disaster plan for business operations).

**5. Price (20 points)**

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

  
AUDIT COMMITTEE MEMBER SIGNATURE

# REQUESTED BID INFORMATION

## VIA EMAIL

This Report Contains Bid Information For 7/5/2016

MOORE\_STEPHENS\_LOVELACE\_1 5141  
DANIEL O'KEEFE  
255 SOUTH ORANGE AVENUE  
SUITE 600  
ORLANDO FL 32801

# BID BANK



PRECISE BID REQUESTS BY COUNTY  
1-888-355-2437


CATEGORY	FINANCIAL CONSULTING		
LOCATION	PINELLAS COUNTY		
SPECS	INVESTMENT ADVISORY SERVICES		
DUE	8/10/2016	4:00 PM	600022
PRE-BID	7/13/2016	2:00 PM	MANDATORY <input checked="" type="checkbox"/>
BID#	RFP-008-02-2017/TLC		
CONTACT	727/796-2355 TAMPA BAY WATER RECORDS DEPT 2535 LANDMARK DR., SUITE 211 CLEARWATER FL 33761		
NOTES			


CATEGORY	ACCOUNTING		
LOCATION	DUVAL COUNTY		
SPECS	AUDITING SERVICES		
DUE	8/5/2016	4:00 PM	599917
PRE-BID			MANDATORY <input checked="" type="checkbox"/>
BID#	16-03		
CONTACT	PATTY DRAKE 904/247-5880 ATLANTIC BEACH, CITY OF PURCHASING DEPT 1200 SANDPIPER LANE ATLANTIC BEACH FL 32233		
NOTES	EMAIL: PDRAKE@COAB.US		


CATEGORY	ACCOUNTING		
LOCATION	ESCAMBIA COUNTY		
SPECS	PROFESSIONAL AUDITING SERVICES		
DUE	8/1/2016	2:00 PM	599950
PRE-BID			MANDATORY <input checked="" type="checkbox"/>
BID#	2016-02		
CONTACT	KARYN NORTON 850/432-7077 ESCAMBIA COUNTY HOUSING FINANCE AUTH		
NOTES	EMAIL: KARYN.NORTON@ESCAMBIAHFA.COM		


CATEGORY	ACCOUNTING		
LOCATION	POLK COUNTY		
SPECS	ANNUAL FINANCIAL AUDITING SERVICES FOR THE BOARD & ELECTED OFFICIALS		
DUE	7/27/2016	2:00 PM	600002
PRE-BID			MANDATORY <input checked="" type="checkbox"/>
BID#	16-461		
CONTACT	863/534-6757 POLK COUNTY COMMISSION PURCHASING DIVISION P.O. DRAWER 9005, AS05 BARTOW FL 33831		
NOTES			

# BID BANK - 1-888-355-2437

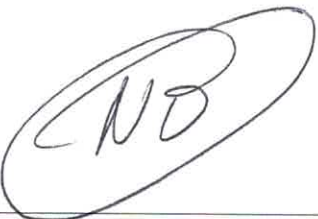
<b>CATEGORY</b>	ACCOUNTING		
<b>LOCATION</b>	DADE COUNTY		
<b>SPECS</b>	INDEPENDENT AUDITING SERVICES		
			
<b>DUE</b>	7/22/2016	3:30 PM	599989
<b>PRE-BID BID#</b>			<b>MANDATORY</b> <input type="checkbox"/> N
<b>CONTACT</b>	RFQ-39-15-16		
	305/893-6511 X 12135 NORTH MIAMI, CITY OF		
	ROOM 12, 776 NE 125TH ST NORTH MIAMI FL 33161		
<b>NOTES</b>			

<b>CATEGORY</b>	FINANCIAL CONSULTING		
<b>LOCATION</b>	DUVAL COUNTY		
<b>SPECS</b>	THIRD PARTY PAYMENT PROCESSING SOLUTION: PAYMENT GATEWAY - ECOMMERCE APPLICATION SERVICES		
			
<b>DUE</b>	7/21/2016	2:00 PM	599913
<b>PRE-BID BID#</b>			<b>MANDATORY</b> <input type="checkbox"/> N
<b>CONTACT</b>	ITN 16-23		
	G.HOLT@UNF.EDU UNF		
<b>NOTES</b>			

<b>CATEGORY</b>	FINANCIAL CONSULTING		
<b>LOCATION</b>	SEMINOLE COUNTY		
<b>SPECS</b>	RECORDKEEPING, INVESTMENT, COMMUNICATION & ADMINISTRATIVE SERVICES FOR 457(b) PLAN		
			
<b>DUE</b>	7/21/2016	2:00 PM	600004
<b>PRE-BID BID#</b>			<b>MANDATORY</b> <input type="checkbox"/> N
<b>CONTACT</b>	RFP 15/16-28		
	407/688-5028 SANFORD, CITY OF PURCHASING DEPT 300 N PARK AVE, RM 241 SANFORD FL 32771		
<b>NOTES</b>	QUESTIONS DUE: 5:00 PM, 7/14/16 EMAIL: PURCHASING@SANFORDFL.GOV		

<b>CATEGORY</b>	FINANCIAL CONSULTING		
<b>LOCATION</b>	BROWARD COUNTY		
<b>SPECS</b>	PAYMENT CARD PROCESSING COST ANALYSIS SERVICES		
			
<b>DUE</b>	7/19/2016	2:30 PM	599911
<b>PRE-BID BID#</b>			<b>MANDATORY</b> <input type="checkbox"/> N
<b>CONTACT</b>	RFI-DOT-16/17-8001-WS		
	WINDY SPATAFORA 407/264-3400 TURNPIKE OFFICE - FL DOT, OCOEE		
	PO BOX 613069 BLDG. 5315 OCOCEE FL 34761		
<b>NOTES</b>	EMAIL: WINDY.SPATAFORA@DOT.STATE.FL.US		

## BID BANK - 1-888-355-2437

CATEGORY	ACCOUNTING		
LOCATION	ESCAMBIA COUNTY		
SPECS	ANNUAL AUDITING SERVICES		
			
DUE	7/18/2016		600000
PRE-BID			MANDATORY <input type="checkbox"/>
BID#			
CONTACT	850/434-5371 PENSACOLA DOWNTOWN IMPR BOARD PURCHASING DEPT 16 PALAFOX PLACE, SUITE 200 PENSACOLA FL 32501		
NOTES			

CATEGORY	ACCOUNTING		
LOCATION	HILLSBOROUGH COUNTY		
SPECS	ANNUAL AUDITING SERVICES		
DUE	7/11/2016	12:00 PM	599951
PRE-BID			MANDATORY <input type="checkbox"/>
BID#			
CONTACT	MATTHEW HUBER 813/933-5571 RIZZETTA & COMPANY		
NOTES	EMAIL: MHUBER@RIZZETTA.COM		

# **Renewal of Agreement for Accounting and Auditing Services**

This Renewal of Agreement for Accounting and Auditing Services is entered into between BAREFOOT BAY RECREATION DISTRICT, an Independent Special District of the State of Florida (hereinafter referred to as "BBRD"), 625 Barefoot Boulevard, Barefoot Bay, Florida 32976 and MSL, P.A. (formerly MOORE STEPHENS LOVELACE, P.A.) (hereinafter "Auditor"), 255 S. Orange Avenue, Suite 600, Orlando, FL 32801, is intended to renew the Agreement for Accounting and Audit Services between the parties effective July 13, 2016.

## **RECITALS**

**WHEREAS**, BBRD and Auditor entered into an Agreement for Accounting and Auditing Services (hereinafter, "the Agreement") with an effective date of July 13, 2016; and

**WHEREAS**, prior to adoption of the Agreement for Accounting and Auditing Services, BBRD engaged in the Auditor selection procedures mandated by Fla. Stat. Sec. 218.391, F.S.; and

**WHEREAS**, pursuant to Fla. Stat. Sec. 218.391 (7) (c), a written contract between an auditor and local governmental entity must include a provision for renewal; and

**WHEREAS**, pursuant to Fla. Stat. Sec. 218.391 (8), written contracts between an auditor and local governmental entity may be renewed without the use of formal auditor selection procedures provided for in the Section; and

**WHEREAS**, the Agreement between the parties provides for a renewal of one additional five-year period; and

**WHEREAS**, the parties expressly intend to review the Agreement for an additional five (5) years covering the fiscal years FY 21-FY 25;

**NOW THEREFORE**, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. The Agreement for Accounting and Auditing Services between the parties is hereby renewed to cover services provided for the fiscal years of FY 21-FY 25 (hereinafter "Renewal Term").

2. During the five-year Renewal Term of the Agreement, the following fee schedule shall apply to services provided by Auditor to BBRD:

- FY21 - \$22,000
- FY22 - \$22,000
- FY23 - \$23,000
- FY24 - \$23,000
- FY25 - \$23,000

3. FOR PURPOSES OF PUBLIC RECORDS OBLIGATIONS, THE PARTIES UNDERSTAND THAT THE BBRD CUSTODIAN OF PUBLIC RECORDS IS CURRENTLY STEPHANIE BROWN WHO MAY BE CONTACTED AT SBROWN@BBRD.ORG, 772.664.3141, 625 BAREFOOT BOULEVARD, BAREFOOT BAY, FL 32976.

4. Except as amended herein, all other terms of the initial Agreement shall remain in full force and effect from the effective date of this Renewal through the duration of the Renewal term.

5. The Effective Date of this Agreement shall be the last date of execution by either party as set forth below.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal of Agreement for Accounting and Auditing Services on the dates written below.

MSL, P.A.

  
\_\_\_\_\_  
Joel Knopp  
Shareholder,  
MSL CPAs & Advisors

DATE: 5/5/2021

BAREFOOT BAY RECREATION DISTRICT

\_\_\_\_\_  
Michael Maino  
Chairman,  
Barefoot Bay Recreation District  
Board of Trustees

DATE: \_\_\_\_\_

## Board of Trustees Meeting Agenda Memo

Date: Friday, May 14, 2021  
Title: **Shuffle Board Bench Covers Award of Contract**  
Section & Item: 9.D  
Department: R&M/Capital Projects  
Fiscal Impact: \$29,452.00 (FY21 Budget of \$24,000.00)  
Contact: Matt Goetz, Property Services Manager, John W. Coffey  
ICMA-CM, Community Manager  
Attachments: Belson outdoors bid, Appendix March 27, 2018 BOT Meeting agenda memo  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Award of contract for bench covers at the Shuffle Board Courts.

### Background and Summary Information

The replacement of the benches and addition of covers was part of the 100% reimbursed \$50,000 grant program for the Community Center. Said program funded the refurbishment of the shuffle board courts, reconstruction of the bocce ball courts and procurement of benches and covers. Unfortunately, there was not sufficient money available to acquire the 24 bench covers for the shuffle board courts. The BOT at the time committed to acquiring those remaining covers later and \$24,000.00 was budgeted in FY20 but was not expended due to the uncertainty of the on start of the COVID-19 pandemic. Said money was rolled forward into the FY21 Revised Budget.

Due to the desire to have the same covers as at the Bocce Ball courts and that the second bid in 2018 was significantly higher, staff only solicited a bid from the vendor used in 2018 as listed below.

\$29,452.00 Benson Outdoors (24 units)

Although the current bid is 20.51% higher per unit price as compared to the 2018 price, staff believes the additional \$5,452.00 in fund balance required to procure the same covers as used for the Bocce Ball Court benches is a wise long-term investment. Sufficient funding is available for the budgetary overage.

Staff recommends the BOT award contract for the purchase of 24 bench covers to Benson Outdoors for \$29,452.00, waive the second bid requirement, and authorize staff to prepare a budget amendment for the overage.

You have received this Quote per your request from Belson Outdoors (belson.com).  
 If you are having trouble reading this email? [View it in your browser](https://www.belson.com/Secure/Request.aspx?OrderID=285862&Key=5027.75528288295) or go to  
<https://www.belson.com/Secure/Request.aspx?OrderID=285862&Key=5027.75528288295>

**Quote #**  
**WQ 285862**

Here is the Quote as per your request. The 'Shipping' total has been applied.  
 To place an order, simply click 'Submit Order Confirmation' below.  
 Please print this page for your records.  
 Customer Order Confirmation is **required** to process order.



627 Amersale Drive  
 Naperville, IL. 60563  
 sales@belson.com

Toll Free: 1-800-323-5664  
 Phone: 1-630-897-8489  
 Fax: 1-630-897-0573

**QUOTE #**  
**WQ 285862**

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
STS765S	7' x 6.5' Polyethylene Fabric Shade With 1.25" Arched Frame & 2.5" Frame, In-ground Mount Blue Fabric	150	26	\$1,085.00	\$28,210.00
Subtotal		3,900	Subtotal		\$28,210.00
		<input type="checkbox"/> 0.0000% Tax		\$0.00	
		Shipping		\$1,242.00	
		Grand Total		\$29,452.00	

Customer Order Confirmation is required to process order.

Your Order will not be shipped without your "Order Confirmation"

**Bill To:**
**Ship To:**

First Name\* matt

First Name matt

Last Name\* goetz

Last Name goetz

Company barefoot bay recreation

Company barefoot bay recreation

Address\* 895 falcon dr.

Address\* 895 falcon dr.

Address 2

Address 2

City\* barefoot bay

City\* barefoot bay

State\* FL

State\* FL

Zip Code\* 32976

Zip Code\* 32976

Country US

Country US

Phone\* 7726642063

Phone 7726642063

Fax 7726631594

Fax 7726631594

Email mattgoetz@bbrd.org

Email mattgoetz@bbrd.org

**Additional Delivery Services**

☒ Phone Call 24 Hours Prior to Delivery

☒ Delivery to Residential or Non-Commercial Truck Route Addresses

☐ Power Liftgate Service - Driver will lower shipment from the truck to the ground (Only)

**Order Power Liftgate Service if — You** will be unable to unload the shipment from the truck.

◆ Does Not apply to UPS shipments

**Special Instructions**

Quote Expires 5/14/2021 Afterwards, surcharges in excess of 5% are coming to some products. Expired quotes will not be accepted without revision.

**Intended Payment Method**

 Visa <input type="radio"/>	 MasterCard <input type="radio"/>	 American Express <input type="radio"/>	 Discover <input type="radio"/>	 Check with Order <input type="radio"/>	 On Account <input type="radio"/>
--	--	--	--	--	--

**Order Confirmation Method — Customer Confirmation is Required to Complete Order**

<input checked="" type="radio"/> Email Order Confirmation	mattgoetz@bbrd.org
<input type="radio"/> Fax Order Confirmation	7726631594
<input type="radio"/> Customer Service Representative Call (M-F 8:00am - 4:30pm CST)	
What is the best day and time to call?	
Contact Name (If Different than 'Sold To')	Phone

## Board of Trustees Meeting Agenda Memo

Date: March 27, 2018  
Title: Award of Contract of Bocce Ball and Shuffle Board Bench Covers  
Section & Item: 9F  
Department: R&M/Capital  
Fiscal Impact: \$9,399.74  
Contact: Matt Goetz, Property Services Manager  
or John W. Coffey, Community Manager  
Attachments: Quotes  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, Community Manager



### Requested Action by BOT

Award of contract for bench covers at the Bocce Ball and Shuffle Board Courts

### Background and Summary Information

Part of the \$50,000 no match grant for the Community Center is the upgrade of the Bocce Ball and Shuffle Board Courts. Replacement and addition of benches with covers was part of the original plan. The R&M/Capital project has an available budget of \$20,500.00.

As indicated in agenda memo 9E, there is a balance of \$9,589.17 in the project budget. Staff solicited the following quotes:

\$9,399.74 Benson Outdoors (10 units)  
\$18,524.71 Barco Products (10 units)

Although 34 benches were procured under agenda item 9E, only 10 units fit within the remaining available budget. If the procurement of the 10 units is approved, staff will add the remaining 24 units to a future budget request (FY20 unless instructed to do otherwise by the BOT).

Staff recommends the BOT award contract for the purchase of 10 bench covers to Benson Outdoors for \$9,399.74.

You have received this Quote per your request from Belson Outdoors (belson.com).  
 If you are having trouble reading this email? [View it in your browser](https://www.belson.com/Secure/Request.aspx?OrderID=217814&Key=4032.26761994146) or go to  
<https://www.belson.com/Secure/Request.aspx?OrderID=217814&Key=4032.26761994146>

**Quote #**  
**WQ 217814**

Here is the Quote as per your request. The 'Shipping' total has been applied.  
 To place an order, simply click 'Submit Order Confirmation' below.  
 Please print this page for your records.  
 Customer Order Confirmation is **required** to process order.



627 Amersale Drive  
 Naperville, IL. 60563  
 sales@belson.com

Toll Free: 1-800-323-5664  
 Phone: 1-630-897-8489  
 Fax: 1-630-897-0573

**QUOTE #**  
**WQ 217814**

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
STS765S	7' x 6.5' Polyethylene Fabric Shade With 1.25" Arched Frame & 2.5" Frame, In-ground Mount Blue Fabric	150	10	\$910.00	\$9,100.00
Subtotal		1,500		Subtotal	\$9,100.00
				(Illinois Only) Tax	\$0.00
				Shipping	\$299.74
				Grand Total	\$9,399.74

Customer Order Confirmation is required to process order.

Your Order will not be shipped without your "Order Confirmation"

**Bill To:**
**Ship To:**

First Name\* matt  
 Last Name\* goetz  
 Company barefoot bay recreation  
 Address\* 895 falcon dr.  
 Address matt  
 City\* barefoot bay  
 State\* FL  
 Zip Code\* 32976  
 Country United States  
 Phone\* 7726642063  
 Fax 7726631594  
 Email mattgoetz@bbrd.org

First Name matt  
 Last Name goetz  
 Company barefoot bay recreation  
 Address\* 895 falcon dr.  
 Address matt  
 City\* barefoot bay  
 State\* FL  
 Zip Code\* 32976  
 Country United States  
 Phone 7726642063  
 Fax 7726631594  
 Email mattgoetz@bbrd.org

**Additional Delivery Services**

- ☒ Phone Call 24 Hours Prior to Delivery◇  
☒ Delivery to Residential or Non-Commercial Truck Route Addresses  
☐ Power Liftgate Service◇ - Driver will lower shipment from the truck to the ground (Only)

**Order Power Liftgate Service if — You** will be unable to unload the shipment from the truck.

◇ Does Not apply to UPS shipments

**Special Instructions****Intended Payment Method**

Visa



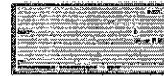
MasterCard



American Express



Discover



Check with Order



On Account

**Order Confirmation Method — Customer Confirmation is Required to Complete Order**

- ☒ Email Order Confirmation      mattgoetz@bbrd.org
- ☐ Fax Order Confirmation      7726631594
- ☐ Customer Service Representative Call (M-F 8:00am - 4:30pm CST)

What is the best day and time to call?

Contact Name (If Different than 'Sold To')

Phone

**Submit Order Confirmation****Cancel Order**



Matt Goetz &lt;mattgoetz@bbrd.org&gt;

**Barco Products: New Quote # QBP00082029-001**

1 message

**Barco Products** <sales@barcoproducts.com>  
Reply-To: Barco Products <sales@barcoproducts.com>  
To: mattgoetz@bbrd.org

Fri, Mar 9, 2018 at 9:13 AM

**Hello, Accounts Payable**

Thank you for your quote from Barco Products. You can check the status of your quote by logging into your account. If you have any questions about your quote please contact us at sales@barcoproducts.com or call us at 1-800-338-2697 7 a.m. to 5 p.m. CT, Monday through Friday

Your quote confirmation is below. Thank you again for your business.

Your quote #QBP00082029-001 (placed on March 9, 2018 8:13:07 AM CST)

**Shipping Information:**

matt goetz  
Barefoot Bay Rec Dist  
895 FALCON DR  
895 FALCON DR  
BAREFOOT BAY, Florida, 32976-7422  
United States  
T: 772-664-2063  
F: 772-663-1594

**Billing Information:**

Accounts Payable  
Barefoot bay Rec Dist  
625 Barefoot Blvd  
Barefoot Bay , Florida, 32976  
United States  
T: 772-664-3141

Item	Sku	Qty	Subtotal
Shade Structures/ Inground Mount/ Turquoise	STS765S-TQ	10	\$17,748.50
Mount Type Inground			
Color Options turquoise webshade			
Subtotal			\$17,748.50
Shipping & Handling			\$776.21
Grand Total			\$18,524.71

Thank you, **Barco Products**

Barco Products | 24 N. Washington Ave. | Batavia, IL 60510 | United States

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, May 14, 2021  
Title: **19th Hole Walk-in Cooler/Freezer Site Design**  
Section & Item: 9.E  
Department: R&M/Capital Projects  
Fiscal Impact: \$7,600.00  
Contact: Kathy Mendes, Food & Beverage Manager, John W. Coffey  
ICMA-CM, Community Manager  
Attachments: TLC proposal 19th Hole walk in coolerfreezer design proposal  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Review and approval of site design proposal for new walk-in cooler/freezer.

### Background and Summary Information

The FY21 Approved Budget contains \$50,000 for a new walk-in cooler/freezer at the 19th Hole to increase storage capacity and decrease the risk of future worker's compensation claims. Currently, an undersized walk-in cooler is located inside of the kitchen area that contributed to a costly worker's compensation claim in circa 2012. Prior BOT's had considered expansion of the 19th Hole and/or a new D/E complex that would have provided a larger walk-in cooler/freezer unit and reduced the risk of future worker's compensation claims. Recent BOTs have not supported these larger projects. Hence, staff proposed, and the 2020 BOT approved funding for a new unit in the FY21 Budget.

Site design work is required due to the two possible locations each having construction issues that need to be addressed prior to soliciting bids and permitting:

- East (parking lot) side: need to de-conflict propane line, CO2 system, and grease trap system
- West (golf course) side: need to elevate unit and install entrance way into the building

The proposal will consist of on-site visits to determine feasibility of each location and then development of a construction drawing of site work, electrical connections, and any other related requirements. TLC anticipates this design to be completed by the end of July.

Staff recommends the BOT approve the design proposal in the amount of \$7,600.00 from TLC for the 19th Hole walk-in cooler/freezer design services.



April 30, 2021  
**REV 1 May 04, 2021**

Mr. John Coffey  
Community Manager  
Barefoot Bay Recreation District  
625 Barefoot Blvd.  
Barefoot Bay, FL 32976  
P: (772) 664.3141  
Delivered via e-mail: [jcoffey@bbrd.com](mailto:jcoffey@bbrd.com)

**Re: 19<sup>th</sup> Hole Walk-In Cooler/Freezer  
Professional Engineering Services Proposal**

Dear Mr. Coffey:

TLC Engineering Solutions, Inc. (TLC) is pleased to submit the following proposal to provide engineering services for the above referenced project. We appreciate your consideration and look forward to working with you and your design team on this project.

**PROJECT SCOPE**

We understand the project is to consist of a new exterior walk-in cooler/freezer for the 19<sup>th</sup> Hole restaurant located at 1225 Barefoot Blvd in Barefoot Bay, Florida. TLC's proposal is based on information provided in correspondence between John Coffey with the Barefoot Bay Recreation District and Colin G. Doyle, PE of TLC, on/of March 29, 2021.

Scope of work includes an initial site visit to review the existing conditions and proposed locations for the new walk-in cooler/freezer with members of the Barefoot Bay Recreation District, and development of structural and electrical construction documents detailing the requirements for the exterior equipment pad on grade and modifications to the existing electrical panels/service to support the new walk-in cooler/freezer. Manufacturer product data for the new walk-in cooler/freezer will be provided by the Barefoot Bay Recreation District to TLC and will serve as the basis of design. Design will be in accordance with the 2020 Florida Building Code, 7<sup>th</sup> Edition and applicable reference standards.

**BASIC SCOPE OF SERVICES**

Basic Scope of Services shall be as outlined in AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant, Article 3. TLC shall provide professional engineering and design services for:

- a. Electrical Engineering
- b. Structural Engineering

TLC anticipates submittals at the following design stages:

- 90% Construction Documents – Owner Review

➤ 100% Construction Documents – Bid and Construct

All submittals are anticipated to be electronic. Reproduction shall be performed by **Barefoot Bay Recreation District** or compensated as a reimbursable expense.

Up to three (3) design review or coordination meetings are included in TLC's proposed work scope.

## **PROPOSED CONSTRUCTION PHASE SERVICES**

Construction Phase Services provided for this project shall include:

1. Response to bidder questions.
2. Response to local permitting officials' comments.
3. Response to Contractor's Request for Information (RFI) during the construction period.
4. One site visit to become generally familiar with the progress and quality of the construction work in order to determine if the work is being performed in general accordance with the construction documents. Substantial completion and final inspection, if requested, would each constitute a site visit.

## **INFORMATION TO BE FURNISHED BY THE OWNER**

In addition to Architects' Responsibilities defined in AIA Document C401 – 2017 Edition – Standard Form of Agreement Between Architect and Consultant, Article 5, specific information and material that impacts the design shall be provided to TLC as shown in Attachment A.

## **ADDITIONAL SERVICES**

Additional services, when requested in writing by **Barefoot Bay Recreation District**, shall be performed at TLC's standard hourly rates. Additional Services are as defined in AIA Document B101 – 2017 Edition – Abbreviated Standard Form of Agreement Between Owner and Architect, Article 4. Additional Services also include those items shown in Attachment B. TLC shall submit the estimated additional services cost for approval and authorization prior to proceeding with a design.

## **FEE**

We propose to provide the above-described basic scope of services based on the following schedule:

<b>Phase</b>	<b>Fee</b>
Construction Documents	\$ 5,800.00
Construction Administration	\$ 1,800.00
<b>Total</b>	<b>\$ 7,600.00</b>

Fees are inclusive of conventional reimbursable expenses. Conventional reimbursable expenses include routine travel, express mail, photography, and plotting for coordination and submittals as noted above. Nonconventional expenses including unanticipated travel or reproduction expenses to be reimbursable at 1.1 times direct cost.

Billing will be monthly, based upon percentage of services completed and reimbursable expenses. Payment is due within fifteen (15) days of receipt of payment from client.

Mr. John Coffey  
April 30, 2021  
**Rev 01 May 04, 2021**  
Page 3

If our proposal is acceptable, your signature below will confirm TLC's authorization to proceed. Retain one copy and return one copy to TLC at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that approval has been received by your firm from the client. Alternatively, we can enter into a contract agreement using AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant.

We look forward to your favorable selection of TLC and the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments.

Sincerely,

**TLC Engineering Solutions, Inc.**



Colin G. Doyle, PE  
*Senior Associate / Structural Project Engineer*



Gary C. Krueger, PE, CM, LEED AP BD+C  
*Vice President / Executive Director*

**Barefoot Bay Recreation District**

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

\_\_\_\_\_  
Print Name and Title

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

Attachments

## **ATTACHMENT A**

### **INFORMATION TO BE FURNISHED BY THE OWNER**

#### Professional Engineering Services Proposal

1. Room data sheets for each area, indicating equipment and furniture locations, quantity of each type of outlet, receptacle, special lighting and plumbing equipment, and connection for services as part of the TLC design.
2. Existing building and civil, site drawings and surveys, indicating all underground and overhead mechanical, plumbing and electrical site utilities, which may affect design.
3. Electrical utility bills and service information for the existing building for the past year to identify typical and peak demand for the existing building.
4. Catalog cut sheets for basis of design walk-in cooler/freezer. Cut sheets shall indicate all utility connection requirements, utility consumption and heat rejection, including information on any system with special clearance requirements, equipment dimensions, maximum operating weight, and any specific information pertaining to the equipment support requirements.
5. Geotechnical report of subsurface soils conditions with recommendations for foundations and site preparation. **As an alternate, given the scope of the project, TLC may proceed with the design of the exterior equipment pad utilizing the proscriptive allowable soil bearing conditions as provided in Table 1806.2 of the 2020 Florida Building Code, 7<sup>th</sup> Edition.**
6. **The design will be based on the existing building conditions as reflected in drawings entitled "The 19<sup>th</sup> Hole" developed by Tech-Art Design and Engineering dated November 07, 2002 and "19<sup>th</sup> Hole Remodel of Bar Area" by Tech-Art dated June 04, 2003. TLC understands no significant renovations and/or modifications to the existing building have been undertaken since the 2003 bar renovation that would impact the design effort.** Extensive field verification of existing systems is not anticipated or included in proposed work scope.

## **ATTACHMENT B**

### **ADDITIONAL SERVICES**

#### Professional Engineering Services Proposal

1. AIA Document B101-2017 Edition – Standard Form of Agreement Between Owner and Architect, Article 3 and AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant, Article 5.
2. Construction site visits or attendance at design review meetings, as requested by the Owner or Architect, in excess of site visits per discipline as defined in our proposal.
3. Material testing or installation quality inspection services including (but not limited to) concrete and reinforcing steel. Certification of construction or inspection services to appease special requirements of the local building department, are not included in TLC's scope of services.
4. Value Engineering meetings and subsequent engineering or design revisions to incorporate extensive accepted value engineering items, including changes to system design after construction documents have been completed.
5. Significant revisions to the program, design philosophy or Architectural plans after 100% Design Development approval, or to systems selected following schematic phase, and which result in redesign expenses.
6. Electrical Circuit Breaker Coordination Study.
7. Design of emergency power or generator systems.
8. Mechanical engineering, plumbing engineering, fire protection engineering, Civil engineering, landscape design, and irrigation design services.
9. Document reproduction beyond those required for in-house coordination and submittals as outlined above.
10. Design of currently unidentified specialty electrical systems, including but not limited to: low voltage systems, specialty lighting, CCTV security, audio/visual, video conference system, commercial and retail tenant's point of sale, telephone/data/video, paging/PA system and security, alarm/access control systems. (Design of empty conduit systems is included).
11. Development of "as-built" or record drawings.
12. Detailed cost estimating services.
13. Design of unconventional foundation systems including vibrocompaction, vibroflotation piles, matt foundation, or design to accommodate potential sinkhole activity. Proposed design is based on conventional spread foundation systems.
14. Revisions to the structural or electrical design due to modifications or changes to the basis of design equipment provided to TLC.

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, May 14, 2021

Title: **FY21 Budget Amendment: Trimming of Palm Trees on the Golf Course**

Section & Item: 9.F

Department: Golf

Fiscal Impact: \$15,000

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

Attachments: 4-27-2021 Agenda Memo, 210514 Resolution 2021-07 - Trimming of Palm Trees on the Golf Course

Reviewed by

General Counsel: N/A

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



### Requested Action by BOT

Board Approval of Resolution 2021-07 increasing budgeted expenditures for the Golf Course / Pro Shop Department by \$15,000 for Trimming of Palm Trees on the Golf Course.

### Background and Summary Information

Staff was directed at the April 27th, 2021 BOT regular meeting, to arrange for the Trimming of Palm Trees on the Golf Course which is to be funded using Fund Balance.

Staff recommends the BOT approve Resolution 2021-07 increasing budgeted expenditures for the Golf Course / Pro Shop Department by \$15,000 for Trimming of Palm Trees on the Golf Course using Fund Balance.

## Board of Trustees

## Meeting Agenda Memo

Date: Tuesday, April 27, 2021  
Title: **Trimming of Palm Trees on the Golf Course**  
Section & Item: 9.A  
Department: Golf  
Fiscal Impact: \$15,000.00 (use of Fund Balance)  
Contact: Ernie Cruz, Golf Manager, John W. Coffey ICMA-CM, Community Manager  
Attachments: Jimmys tree service additional information regarding quote, Seman's Tree Service estimate invoice Barefoot Bay Golf Course Feb 2021



Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager

### Requested Action by BOT

Review Trustee Nugent's request and direction to staff.

### Background and Summary Information

Historically, the trimming of palm trees on the Golf Course are limited to trees of a specific height and the maintenance vendor (currently ABM) is responsible for picking up the dead fronds and seed pods as they fall to the ground. Trustee Nugent requested semi-annual trimming of the palm trees be added to the FY22 Working Draft Proposed Budget earlier in the year. Said request was honored but the decision point was listed as "unfunded."

Trustee Nugent requested the one-time trimming of palm trees this fiscal year be added to this agenda.

As part of the FY22 budget preparation process (at the request of Trustee Nugent), staff solicited estimates for the semi-annual work. Recently, staff confirmed each vendor is willing to honor his estimated prices as a quote regarding Trustee Nugent's request:

\$11,805.00 Jimmy's Tree Service (includes hauling and landfill fees, per visit)  
\$15,000.00 Seman's Tree Service (includes hauling and landfill fees, per visit, plus crown clean and raise oak trees including live oaks, scrub oaks and laurel oaks. Removing dead wood and mistletoe, raising low limbs maintaining room for golf carts and tractors. Remove two dead/dying palms from ponds. remove pepper trees, scheffleras and carrotwoods.)

Jimmy's Tree Service has worked in BBRD previously for homeowners with a good reputation within the community. Seman's Tree Service has worked for BBRD and has an exceptional history of leaving sites cleaner than they found them.

Staff requests direction on this matter.

**RESOLUTION 2021-07**

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

**WHEREAS**, the Barefoot Bay Recreation District Board of Trustees adopted Resolution 2020-08, an operating Budget for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021; and

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

**WHEREAS**, the Board of Trustees has ascertained that the following amendments are necessary to provide for the operation of the District for the Fiscal Year 2020-21:

An Amendment in the amount of \$15,000 to be added to the R&M Grounds expenditure line item budget in the Golf Course/Pro Shop Department.

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

**Section 1.** The amendment shall be made to the operating Budget for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021.

**Section 2.** The Community Manager and the Finance Manager are directed to adjust FY 2020/21 Adopted Budget.

**Section 3.** This resolution shall become effective immediately upon adoption.

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

Chairman, Michael Maino  
Trustee, Randy Loveland  
Trustee, Jeff Grunow  
Trustee, James Nugent  
Trustee, Michael Morrissey

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 14<sup>th</sup> day of May 2021.

**BAREFOOT BAY RECREATION DISTRICT**

By: \_\_\_\_\_  
Michael Maino,  
CHAIRMAN

\_\_\_\_\_  
Jeff Grunow,  
SECRETARY



## 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, Community Manager, ICMA-CM

**Date:** May 14, 2021

**Subject:** Manager's Report

### Finance

**FY21 Assessment update** – As of May 6, 2021, BBRD has received \$3,811,149.61 (gross) or 95.8% of budgeted receipts. Taxes/assessments have not yet been paid on approximately 204 homes in BBRD. Please see the attached for details.

### Resident Relations

#### **ARCC Meeting Agenda 05/11/2021**

- Scheduled for 9am in the Administration Building Conference Room
- 34 permits (22 consent, 7 other, and 5 old) on the agenda

#### **Next ARCC Meeting 05/25/2021**

- Will be held in Administration Building Conference Room at 9am.

#### **VC Meeting 05/14/2021**

- Scheduled for May 14th in Bldg. D/E at 10am
- 19 cases are on the agenda

#### **Next Violations Committee Meeting**

- Scheduled for May 28th in Bldg. D/E at 10am

### Food & Beverage

- **50<sup>th</sup> Anniversary of Barefoot Bay Celebration update** - An orientation for the event will be held on Tuesday, May 18<sup>th</sup> at 10am for all Club representatives. If you have not contacted a member of the planning group to participate, you may attend the orientation to get involved.
- **Entertainment News** - This Saturday is Highway #1 from 6-10pm on the lakeside stage. Boxed lunches and hot dogs will be available for purchase.

### Property Services

- Painted and prepped the Custodian storage room in Building A for the CCTV equipment (relocated from old server closet)
- Began servicing all A/C units
- Painted the concrete under the Pavilion behind Building A
- Poured concrete sidewalks behind Building A (to eliminate trip hazard in areas where retaining wall repair project will excavate in winter 2022)
- Picked up the new trailer for Property Service (roll forward R&M/Capital project from FY20)
- Continued soliciting bids for various projects
- Repaired damaged gate at Micco RV Storage Lot
- Fixed the cameras at Micco RV Storage Lot
- Rototilled the Softball infield
- Replaced burned out light in the Building A parking lot
- Sealed the roof on the Pool #1 heater building
- Made repairs to Pool #1 heater
- Removed old wall A/C unit in the Building A old server room and blocked off the wall
- Trained fellow staff and O60SA personnel on the use of the softball field irrigation system
- Replaced cable at the pier
- Made repairs to the prep station at the 19<sup>th</sup> Hole

### Golf-Pro Shop

- **Golf Course Aerification and Tree Trimming**
  - Back Nine and Putting Green Closed (May 17<sup>th</sup> & 18<sup>th</sup>) (Mon. & Tues.)
  - Front Nine and Range Closed (May 20<sup>th</sup> & 21<sup>st</sup>) (Thurs. & Fri.)
- **Jr. Golf “COVID-19 safe” Camp details**
  - Two Sessions
  - Sign up begins May 1st
    - Pick up Application at Golf Course Pro Shop or Administration Building
    - June 15 – July 1
    - July 6 – July 22
  - Jr. Golf Tournament on Saturday July 17<sup>th</sup>
  - Award Banquet July 22 @ 4pm
- **July 3, 2021 – Save the Date!**
  - “Celebrating 50 years at BBRD” golf tournament
  - First 24 people to sign up will receive a free gift

### General Information

- **2021 Legislative Session Impact** – As the State Legislative session comes to a close, staff continues to monitor bills and/or new laws that will impact BBRD. Currently, the following bills likely to be signed into law that will impact BBRD include:
  - House Bill (HB) 1103 will increase reporting requirements of the Finance Department during the Audit process
  - HB 35 may reduce advertising costs for the Office of the District Clerk
  - HB 53 is a question mark that may require BBRD to conduct a 20-year needs assessment of our stormwater system if we qualify as “a special district providing stormwater services”
- **Shopping Center Vacancy Update** – On May 6<sup>th</sup> a tenant at the Shopping Center notified staff of his interest in renting the current VSO space once the unit is empty. Hence, the agenda item originally planned for this agenda was removed to allow staff time to negotiate with the interested party.

# FY 2021 Assessments Received.xlsx

Date Received	Gross Distribution	Penalty Income	Interest Income	Prior Assessments	FY 2021		Collection Discount	Collection Fee	Postage Fees	Net Deposit
					District Assessment					
11/13/20	\$ 168,346.90		\$ 217.47		\$ 168,129.43	\$ (8,488.23)	\$ (3,197.17)			\$ 156,661.50
11/19/20	896,537.81		(34.89)		896,572.70	(35,762.49)	(17,215.51)			843,559.81
12/08/20	1,619,768.24				1,619,768.24	(64,718.27)	(31,100.99)			1,523,948.98
12/23/20	258,664.71				258,664.71	(8,697.67)	(4,999.35)			244,967.69
01/12/21	190,291.92				190,291.92	(5,664.83)	(3,692.53)			180,934.56
02/09/21	166,520.48				166,520.48	(3,306.18)	(3,264.30)	(257.85)		159,692.15
03/09/21	110,644.57		144.09	792.00	109,708.48	(1,191.36)	(2,189.06)			107,264.15
04/09/21	323,422.88				323,422.88	(138.72)	(6,465.68)	(36.16)		316,782.32
05/06/21	80,111.59		2,040.82		78,070.77		(1,602.23)			78,509.36

\$ 3,814,309.10	\$ -	\$ 2,367.49	\$ 792.00	\$ 3,811,149.61	\$ (127,967.75)	\$ (73,726.82)	\$ (294.01)	\$ 3,612,320.52
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Budget: \$ 3,978,000.00      3.36%      1.93%

% of Budget Collected:      95.8%

Balance to Collect: \$ 166,850.39  
204.47 Units Remaining