

**Barefoot Bay Recreation District  
Regular Meeting of the Board of Trustees**

**Tuesday, January 24, 2017**

**7:00 PM**

1225 Barefoot Boulevard, Building D/E



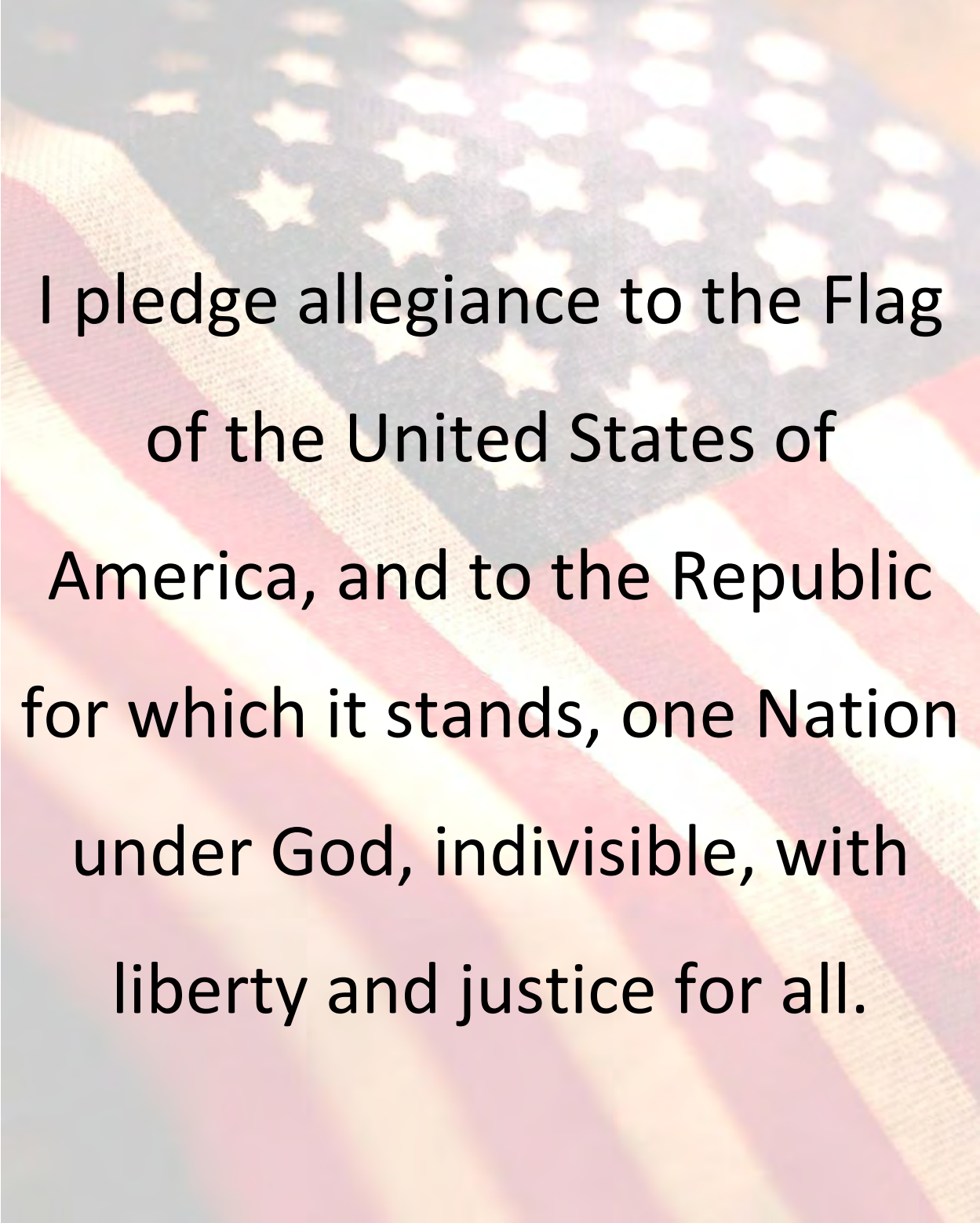
# BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting  
Tuesday, January 24, 2017 7 P.M.  
Building D&E

## AGENDA

Please turn off all cell phones

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 comment on Agenda Items
8. Unfinished Business
9. New Business
  - A. Selection of Banking RFP Evaluation Committee
  - B. Security Advisory Committee Resignation
  - C. Golf FRDPA Grant Award
  - D. Confirmation of Pier Repair Award of Contract
  - E. Purchase of 944 Pecan
  - F. DOR Violation
    - i. Case# 16-004634 927 Wren
  - G. DOR Amendments
  - H. Facilities Planning Advisory Committee Recommendation: Beach Site Plan
10. Manager's Report
11. Attorney's Report
12. Committee/Liaison Reports
13. Incidental Trustee Remarks
14. Audience Participation
15. Adjournment



I pledge allegiance to the Flag  
of the United States of  
America, and to the Republic  
for which it stands, one Nation  
under God, indivisible, with  
liberty and justice for all.

# Roll Call

## **Trustees**

Chairman - Mr. Diana

1st Vice Chair - Mr. Lavier

2nd Vice Chair - Ms. Wright

Secretary - Mr. Klosky

Treasurer - Mr. Cavaliere

## **Also Present**

General Counsel- Cliff Repperger, Jr., Esq.

Community Manager - John W. Coffey

District Clerk - Dawn Myers

# Approval of Minutes

**Minutes Will Be Forthcoming  
at February 28th Agenda due  
to short turnaround between  
January meetings.**

# Treasurer's Report

# Barefoot Bay Recreation District

## Treasurer's Report

January 24, 2017

### Cash Balances in General Fund

as of 1/13/2017

#### *Bank of America:*

Operating Account	\$	2,830,157.21
Money Market Account	\$	105,618.66
<b>Total Cash Balances @BOA in General Fund:</b>	<b>\$</b>	<b>2,935,775.87</b>

#### *SBA:*

as of 1/13/2017

Capital Improvement Account	\$	32,305.66
Reserve Account	\$	552,422.55
<b>Total Cash Balances @SBA in General Fund:</b>	<b>\$</b>	<b>584,728.21</b>

**Total Cash Balances in General Fund: \$ 3,520,504.08**

### Cash Balance in Debt Fund

as of 1/13/2017

#### *SBA:*

Debt Account	\$	481,361.11
<b>Total Cash Balance in Debt Fund:</b>	<b>\$</b>	<b>481,361.11</b>

\* Participant Return for SBA in December 2016 was 0.90%

**Total Cash Balances in All Funds: \$ 4,001,865.19**

### Total Daily Deposits and Assessemnts Rec'd (from County Only) from Jan 1 to Jan 12, 2017:

Daily deposits:	\$	104,745.53
Assessments received (from County only):	\$	151,848.69
	\$	256,594.22

### Expenditures over \$5,000 from January 1 to January 13, 2017:

<u>Vendor</u>	<u>Description</u>	<u>Check Amount</u>
Employees	Employees Salaries and Wages 1/12/17	\$ 75,078.52
Federal and State Payroll Taxes	Employer Tax Liabilities 1/12/17	\$ 7,309.62
Preferred Government Insurance Trust	Worker Comp. insurance	\$ 5,844.08
UnitedHealthcare Insurance	Employees Health Insurance	\$ 19,405.56
<b>Total of Expenditures over \$5,000</b>		<b>\$ 107,637.78</b>



# Audience Participation Agenda items only

# Unfinished Business

# New Business

## Board of Trustees Meeting Agenda Memo

Date: Jan. 24, 2016

**Title: Selection of Banking RFP Evaluation Committee**

Section & Item: 9A

Department: Administration: Finance

Fiscal Impact: N/A

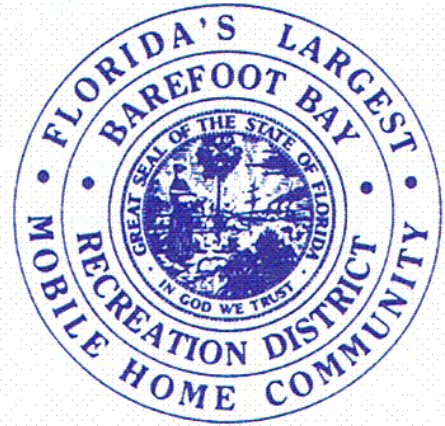
Contact: Kimi Cheng, Finance Manager; or John W. Coffey, Community Manager

Attachments: 09Dec16 BOT meeting minutes, Excerpt from Policy Manual

Reviewed by

General Counsel: No

Approved by:



### Requested Action by BOT

Confirmation of RFP committee structure and selection of Trustee voting member if applicable.

### Background and Summary Information

On 26Jul16 BOT meeting, the Board authorized the Finance Advisory Committee (FAC) to research banking options under staff outlines and bring back to the Board for final decision. Between August and November, the FAC identified 8 possible banks and interviewed two. On 03Nov16, the FAC voted to recommend the BOT have Oculina Bank make a presentation to the BOT. On 09Dec16, the BOT directed staff to issue an RFP for banking services.

Per BBRD Policy Manual requirements for RFPs, an evaluation committee must be established before the issuance of the RFP. Typically, "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" (excerpt from Policy Manual). However, due to the previous work on the issue and experience of the FAC members, the BOT may want to consider an alternate RFP evaluation committee composition.

Hence, the BOT may select from one of the following options:

1. Traditional RFP committee composition which would require BOT to select one voting member. The Community Manager would then announce committee membership with Finance Manager Kimi Cheng being the user department representation and FAC Chairman Ed Geier being the third-party nonemployee resident.
2. FAC as evaluation committee.
3. Hybrid evaluation committee consisting of FAC members and Trustee/Treasurer Cavaliere as the Chair of the committee and Finance Manager Kimi Cheng as an additional voting member.
4. Another composition as developed by the BOT

Staff seeks direction from the BOT regarding this matter.



# BAREFOOT BAY RECREATION DISTRICT

## Board of Trustees Regular Meeting December 9, 2016 1 P.M. –Building D&E

### Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on December 9, 2016 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 1:00 P.M.

### Thought for the Day

Mr. Klosky asked for a moment of silence to honor our service personnel both past and present who have helped protect our country. He also asked that we remember our Barefoot Bay residents both past and present.

Mr. Lavier led the Pledge of Allegiance to the Flag.

### Roll Call

Present: Mr. Klosky, Ms. Wright, Mr. Lavier, Mr. Diana and Mr. Cavaliere. Also present: John W. Coffey, Community Manager, General Counsel Cliff Repperger, and Dawn Myers, District Clerk.

### Presentations

#### Retirement Recognition

Mr. Klosky and Golf Manager, Ernie Cruz presented Luann Henderson with a plaque in recognition of her retirement and thanked her for 12 years of outstanding contribution to the golf community and to the Barefoot Bay Recreation District.

#### Barefoot Bay Song

Mr. Ray Spencer performed his own song written about the joy and simple pleasures of living in Barefoot Bay. Mr. Spencer stated that he would like to donate the song, giving up all rights to it in exchange for the Board adopting it as the official Barefoot Bay song. He requested an official proclamation stating the song's dedication to the Bay. Mr. Klosky asked that the song dedication get placed on the next Board agenda for a formal presentation of the proclamation.

#### FPL Presentation

Mr. Jeffery West of FPL Solar Development Group, presented the plan for expansion of clean solar energy in Florida as it relates to Brevard County and Barefoot Bay. He informed the residents that FPL has switched to lean natural gas resulting in lower costs and cleaner emissions. FPL plans to continue to invest in solar as a cleaner alternative for energy. Mr. West introduced colleagues, Mark Getchens and Erin Walkowiak speak on the solar facility planned for the area close to Barefoot Bay. Ms. Walkowiak discussed the facility already in Brevard near the space center and the three large scaled plants near Tampa. FPL is proposing a solar project near Barefoot Bay and wanted to introduce the plans to the residents. A seventy-four and a half megawatt (equivalent to power the entire community) facility is planned for the area near Micco and Fleming Grant Rd. She explained the plant will offer the residents some solar energy use simply by being in close proximity. The plants are quiet and are surrounded with a natural barrier so



# BAREFOOT BAY RECREATION DISTRICT

they are not easily seen. They would like to work with the residents of Barefoot Bay during the development of the project. Updates will appear on their website and in the Tattler in the near future. They will be back in January for further information at an open house.

## **Minutes**

*Mr. Lavier made a motion to approve the minutes November 11, 2016. Second by Mr. Cavaliere. Motion carried unanimously.*

## **Treasurer's Report**

Mr. Cavaliere presented the Treasurer's Report for December 9, 2016.

*Mr. Diana made a motion to accept the Treasurer's Report. Second by Ms. Wright. Motion carried unanimously.*

Mr. Klosky asked the Board to approve amending the agenda allowing for the Audience Participation section at the end of the meeting to be brought up to the Audience Comments on Agenda Items section now, move the Unfinished Business Item 8B Safety Deposit Box Location after 9E Finance Committee Recommendation: New Banking and move Item 9P Guinther v. Barefoot Bay Recreation District up to the beginning of the New Business discussion. Ms. Wright made a motion to amend the agenda. Mr. Diana clarified that item 9B is not a resolution to a lawsuit rather it is a declaratory statement. Mr. Diana was in agreement and stated a motion is not needed. Board consensus to amend the agenda.

## **Audience comment on Agenda Items**

Mr. Tom Guinther reiterated his statement regarding the significance of maintaining the committees from the last meeting. He stated that the residents appreciate having a voice on the committees that affect their community. Mr. Guinther stated he submitted a petition of over 100 golf members in favor of keeping the Golf committee as it is to Mr. Lavier. He commented on the recent declaration on the Guinther vs. Barefoot Bay case and why he filed this claim in the first place. He stated that his intention was to further clarify the question of the \$25,000 spending limit. The judge's denial of the summary judgment has left the subject unclear in his opinion leaving many unanswered questions. He recommended moving forward with the case while gathering ideas from the trustees and residents alike. He urged discussion for multiple plans of action for Building F and to not wait until the last minute for a resolution.

Ms. Jeanne Osborne asked that the committees be left alone as the trustees just installed them within the last year. She urged the Board to give them a chance to see where they are going in the future.

Mr. Greg Deslandes commented on the Replacement Building F Project. He urged the trustees to either formulate a discussion about moving the office to the current vacant office at the shopping center or develop at least three referendum questions to present to the residents: 1. repair the building 2. replace with a similar structure or 3. build a new concrete building.



# BAREFOOT BAY RECREATION DISTRICT

## Unfinished Business

### Review of Advisory Committees

Ms. Wright read a previous statement from Mr. Cavaliere regarding the significance of the committees in designing the new replacement Building F. She reiterated that she advocates for the committees as they are beneficial to the community. She stated that among other things, they are necessary for the review of the 5 year plan, the budget and other improvements in Barefoot Bay. Mr. Cavaliere stated that he is not proposing abolishment of the committees but would like to see a greater influence and direction from the Board of Trustees about where the committees stand and when they meet. He would like to see them under the HOA. Mr. Lavier reiterated that regarding the Golf Committee, he has attended these meetings for the last two years with no significant decisions being made. He stated that the Golf by-laws are part of the Golf Manager's job description therefore the golf committee should be obsolete. Mr. Diana stated that he appreciated the role of the committees and acknowledged that, though there have been missteps, he is against abolishment of the committees. He recommended tabling this discussion until the new Board of Trustees is sworn in and the new HOA Board is in place so discussion about the future of the committees can take place.

*Mr. Diana made a motion to table this item until the second meeting in January. Second by Mr. Cavaliere. Motion carried unanimously.*

## New Business

### DOR Violations

Case # 16-003542 944 PECAN CIRCLE

ARTICLE III, SECT. 2 (C) Condition of Prop. (C) Unauthorized items Occupied

*Mr. Diana made a motion to send Case # 16-003542 944 PECAN CIRCLE to the attorney's office for equal and equitable action but hold until after the tax sale. Second by Mr. Cavaliere. Motion carried unanimously.*

### Lounge Canopies Replacement Award of Contract

Due to age and condition of the pool and lakeside canopies, they were unable to be reinstalled after being removed in preparation for Hurricane Matthew. Staff solicited a quote for \$7,515 from ABC Awning & Canvas and is awaiting a second quote from another vendor next week. Mr. Lavier questioned the canopy still being off at the 19<sup>th</sup> Hole. Matt Goetz, Property Services Manager, stated that time constraints have prevented the maintenance crew from reinstalling the canopy. Mr. Lavier suggested getting assistance from the final selected vendor.

*Ms. Wright made a motion to award the contract to the lowest cost vendor. Second by Mr. Lavier. Motion carried unanimously.*



# BAREFOOT BAY RECREATION DISTRICT

## **BFBHOA Fountain Request**

The HOA is requesting the Board waive Barefoot Bay Policy Guideline #2 for Gift or Memorials (page 3-22) which requires all donors to provide the financial means to staff for procurement of the intended donation and subsequent installation. On behalf of the HOA, Mr. Bob Kahl stated that he would prefer to pay directly for the fountain and subsequent installation. Mr. Cavaliere stated that the incoming officers on the HOA Board have voiced a request to table this item until they can review the purchase further and determine whether the residents actually want to spend the money on the fountain or on something else. He suggested removing this item from the agenda as requested as this is a HOA matter. Mr. Diana suggested tabling the item until the second meeting in January after the new Board is in place so they have the opportunity to discuss what they want to do.

Mr. Greg Deslandes stated that the subject will be presented to the homeowners for their input at the December 13<sup>th</sup> HOA meeting.

Mr. Randy Loveland stated that the new Board plans to reach more homeowners than just the ones that show up to the meetings thereby getting a better idea of how the majority of the homeowners would like to spend this money.

*Mr. Cavaliere made a motion to remove the water fountain donation request from the agenda. Second by Mr. Lavier. Ms. Wright opposed. Motion carried.*

## **Golf Advisory Committee Recommendation: Membership Rates**

The Golf Committee addressed a resident concern regarding the disparity between single and family membership fees. The Golf Committee discussed the subject at their last meeting but declined to make a decision. Mr. Lavier reiterated that Barefoot Bay membership fees are the lowest in the area according to a number of the members and suggested keeping the rates as they are. Mr. Cavaliere clarified that the resident concern was regarding the disparity between single and family member rates not the rates themselves. He asked that the Board ensure that the specific resident concern is addressed.

*Mr. Lavier made a motion to keep the rates as they are. Second by Mr. Cavaliere. Motion carried unanimously.*

## **Finance Advisory Committee Recommendation: New Banking**

The Finance Committee have heard presentations regarding alternate banking options from several banks for the last six months. The committee recommends going with Oculina Bank. Mr. Cavaliere stated that we should not lock ourselves into one bank for all banking needs and suggested we give this decision back to staff to issue a RFP.

*Mr. Cavaliere made a motion to leave the decision up to staff to issue a RFP. Second by Mr. Lavier. Motion carried unanimously.*

## **Safety Deposit Box Relocation**

*Mr. Cavaliere made a motion for staff to authorize moving the safety deposit box to another branch of Bank of America while staff is researching RFP options, Second by Ms. Wright. Motion carried unanimously.*





# BAREFOOT BAY RECREATION DISTRICT

## **Recreation Advisory Committee Recommendation: Soccer Field**

The Recreation Committee was directed to pursue the costs and feasibility for a mini soccer field by the Board. At their last meeting the Committee made a recommendation not to investigate the soccer field option any further. Mr. Cavaliere suggested the District purchase cones, soccer balls and footballs for use by the Barefoot Bay youth.

*Mr. Cavaliere made a motion to accept the Recreation Committee's recommendation and also purchase cones, soccer balls and footballs for the use by the Barefoot Bay youth. Second by Mr. Diana. Motion carried unanimously.*

## **Replacement Golf Cart Award of Contract**

Staff is requesting authorization to procure a Toro Workman GTX utility golf cart as a replacement for the current 2011 utility golf cart currently in use by Property Services. State bid pricing is \$8,679.73 and 21% less than retail.

*Mr. Lavier made a motion to award contract of \$8,679.73 to WestcoTurf, based on state contracting price, for a Toro Workman GTX utility vehicle. Second by Mr. Cavaliere. Motion carried unanimously.*

## **Resident Relations Postage Machine Lease Renewal**

In the past staff has utilized one-year leases for the Resident Relations' Postage machine. Current annual renewal rate is \$357.00 plus tax (property tax). Recently a staff member discovered that Neopost, offers a two-year renewal at \$267.72 plus tax saving \$89.28 per year.

*Mr. Diana made a motion to approve the two-year lease renewal with Neopost for \$267.72 plus tax. Second by Ms. Wright. Motion carried unanimously.*

## **Confirmation of 2016 CCTV Project Change Order**

Additional fiber and electrical needs for a third camera at the playground resulted in a change order for the fiber installation. A quote was solicited and approved however, requirements for the approval of the change order and total cost of the fiber were not followed per Barefoot Bay policy. Staff inadvertently signed off on the change order prior to receiving Board approval. Staff recommends the confirmation of the change order approval for additional fiber optic installation to Hunter Communications in the amount of \$2,711.23. Discussion ensued regarding the project delays.

*Mr. Cavaliere made a motion to approve the change order with the stipulation that we look carefully at the CCTV system budget before spending on more cameras going forward. Second by Ms. Wright. Mr. Klosky and Mr. Diana opposed. Motion carried.*

## **Building A Sound System Upgrade**

Staff is currently working with vendors to solicit quotes which are anticipated to be under \$7,500 in costs for the ongoing sound issues in Building A. Due to the lack of a specific budget for the project the Board will need to authorize either use from contingency or from another project's available budget. Matt Goetz explained that the vendors are not in agreement about what the sound issue is but he is in process of working with them to investigate further.

Mr. Jack Reddy suggested the vendors attend a large meeting to evaluate the problems with the sound in Building A firsthand.



# BAREFOOT BAY RECREATION DISTRICT

*Mr. Cavaliere made a motion that staff proceed with research for this project not to exceed \$7500. Second by Mr. Diana. Motion carried unanimously.*

## **19th Hole Carpet Replacement**

Trustee Klosky requested staff solicit quotes for the carpet replacement and place the issue on this agenda for consideration. Staff solicited the following quotes for tile carpet: \$3,408.60 Discount Carpet & Tile, Inc. and \$3,669.00 Empire Today.

*Mr. Cavaliere made a motion to approve the quote for \$3,669.00 Empire Today at this meeting but wait for installation until May at which time we will address possible replacement ceiling tiles. Second by Mr. Lavier. Motion carried unanimously.*

## **Appointment to the Facilities Planning Advisory**

*Mr. Diana made a motion to table this item until the first meeting in January. Second by Mr. Lavier. Mr. Diana moved for a recess due to the absence of Mr. Cavaliere.*

## **Appointment to the Finance Advisory Committee**

## **Appointment to the Security Advisory Committee**

## **Appointment to the Violations Committee**

*Mr. Cavaliere made a motion to put all committee appointments on hold until the second meeting in January. Second by Mr. Diana. Motion carried unanimously.*

## **Guinther v. Barefoot Bay Recreation District**

On November 28, 2016, Judge George Maxwell III executed an Order denying BBRD's Motion for Summary Judgment in the above referenced case. There are numerous strategic options available to BBRD to address the Order. General Counsel Repperger desires the Board's advice concerning the litigation. He explained the order is not a final order as it doesn't address the issues in the order. Further clarification is needed. General Counsel recommends an Attorney-Client Session which will be held on December 19, 2016 beginning at 2:30 p.m. in Building A.

*Mr. Cavaliere made a motion to approve the attorney-client session, Second by Mr. Lavier. Motion carried unanimously.*

## **Manager's Report**

### **Finance**

Independent auditors from MSL will be on-site doing fieldwork on December 13-16, 2016.

As of November 23, 2016, \$933,183.24 in net receipts were received, representing 28% of the FY17 Budget

### **Resident Relations**

Community Watch Program Update – The program started last month and is now in operation. Hours of operations will vary according to day of week and season to avoid establishing a pattern of patrol. The additional eyes on BBRD has been well received by BCSO deputies and concerned citizens.

Violations Committee Meeting – 17 cases were scheduled for today's meeting: 14 homeowners and 3 renters (2 came into compliance before the meeting).

### **ARCC Update:**

November 15, 2016 meeting reviewed and approved 51 applications.



# BAREFOOT BAY RECREATION DISTRICT

November 29, 2016 meeting reviewed 41 applications and approved 40. One was denied and is pending additional information.

Badge Renewal Update – In an effort to give seasonal residents more time to update badges prior to leaving, beginning Monday 6Feb17, Resident Relations staff will issue the new 04/2018 stickers to property owners who have paid their 2016 taxes in full and are not on the restriction list.

## **Food & Beverage**

### Christmas Eve Hours

#### Lounge

Saturday, 24Dec16-Closes at 6pm.

Sunday, 25Dec16-Closed all day

#### 19th Hole

Saturday, 24Dec16-Closes at 6pm.

Sunday, 25Dec16-Closed all day

### New Year Eve Events

#### Lounge

In response to requests by residents, this year the New Year's Eve party will be an open event without tickets. There will be a pot luck buffet with music by Bob Coleman and the Coolers.

Weather permitting; the Coolers will set up Lakeside of the Lounge. Seats in the Lounge will not be reserved.

Sunday, January 1, 2017-Open from 3:00-9:00 p.m.

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

Tickets for the New Year's Eve party go on sale Monday, 12Dec16 at 10am at the 19<sup>th</sup> Hole. A 3 course small plate meal will be served. Steve Cole is playing 7:30pm until midnight.

Sunday, January 1, 2016-Open from 7:00 a.m.-9:00 p.m.

There will be another Motown Show on Saturday, 28Jan17 in Building A from 7-10pm. Tickets will go on sale Monday, December 26, 2016 at the Lounge, the 19th Hole and Resident Relations for \$10.

New tables and chairs have been ordered for the 19th Hole and are expected to be delivered on Monday, December 12, 2016.

## **Golf**

Golf for Tots and Sadie Hawkins Tournaments were a great success.

The Bag Drop and signs were moved to the former site of the 10 minute parking area for golf visitor convenience. The 10 minute parking area will not be relocated.

ABM has added extra watering cycles to help to cool off over-seed during the unseasonably warm weather. Unfortunately, this will result in softer turf conditions until the irrigation settings are equalized.

Parking lot and driving range netting is back up and it looks great.

Working with Attorney Repperger regarding new fleet golf cart lease and swap out of carts (ETA is December 29, 2016).

"Golf Course Member Only Sale" Will be held on Wednesday December 14, 2016 from 5-8pm.



# BAREFOOT BAY RECREATION DISTRICT

## Holiday Closures:

Golf Course Pro Shop closes at 2pm on Christmas Eve and will re-open at 6:30am on Monday December 26, 2016.

Golf Course and Pro Shop will close at 2pm on New Year's Eve and re-open at 6:30am on Monday, January 2, 2017.

## **Property Services**

### R&M/Capital Projects Updates:

- Continued to solicit quotes for various projects.
- Constructed and installed new drain boxes for the shuffle board courts.
- Shuffle board vendor informed staff of new anticipated start date of late January.

### Boat Update:

- Installed the boat in the front island at Veterans Way.
- Replaced outdated lighting in the front of Veterans Way for the boat and sign.

### Routine/Special Projects Updates:

- Trimmed trees throughout the Building A lake area.
- Installed Christmas decorations with the Deck the Halls club.
- Restriped /marked pathways and cart parking around the 19th Hole and Pro Shop area.
- Placed stone around the new poles for the screens at the golf course.

ABM has added extra watering cycles to the Lawn Bowling Court help to cool off over-seed during the unseasonably warm weather. Unfortunately, this will result in softer turf conditions until the irrigation settings are equalized.

## **General Information**

Update – The vendor who previously provided staff with e-mail quotes for hurricane repairs to the pier and beach walkover refuses to provide a detailed quote for each project. Staff continues to solicit other quotes but multiple vendors have declined to come down to BBRD citing enough work on the beaches to last several months.

The Proposed FY18-22 5yrFM&CIP document will be hand delivered to trustees and applicable advisory committee members the evening of Friday, January 6, 2017 The BOT workshop to review the model and plan is currently scheduled for Tuesday, January 13, 2017 in Bldg. D/E at 2pm.

The annual BBRD employee Christmas Party will be held from 4-7pm in the Lounge on Thursday December 22, 2016. To facilitate attendance and to limit the closure of the Lounge to residents, all BBRD offices will close at 4pm on December 23, 2016.

Administrative offices will be closed on Friday December and Monday December 26, 2016 for Christmas Eve and Christmas Holidays plus Monday January 2, 2017 for New Year's Day.

The Community Manager is happy to report that all BBRD residents are on Santa's "Good Boy and Girl list" again this year. Happy Hanukkah, Merry Christmas and Happy New Year to all BBRD residents.



# BAREFOOT BAY RECREATION DISTRICT

## Attorneys Report

General Counsel gave a status on the terms limit initiative requested by the Board and Mr. Diana specifically. The term limit imposed offers 3-2 year terms and after a full 2 year passes the individual becomes eligible to run again. General Counsel and Mr. Diana will meet with Representative Fine to confirm the support of the bill. He would suggest Mr. Diana attend the legislative delegation meeting on December 16<sup>th</sup>. Unanimous legislative vote is needed for it to move forward. He does not foresee any issues with support of the bill. General Counsel wished the Board and Barefoot Bay a Merry Christmas. He announced his donation to the Barefoot Bay Deck the Halls Committee in the name of the Trustees.

## HOA Report

Mr. Harold Wortman reported the HOA served over 200 Thanksgiving dinners and made 24 home deliveries. At the next HOA meeting on December 13<sup>th</sup> please bring badges for voting purposes. A speaker from Alert Red will be on hand to discuss the emergency notification system. New Year's Eve tickets sold out within 3 days. The Bar will open at 6:30pm and the party goes until midnight with NiteFire providing the musical entertainment. Election Day for HOA is January 10<sup>th</sup> from 9am-6pm. Absentee ballots can be obtained at the HOA office on Monday and Wednesday 1pm-3pm.

## Incidental Trustee Remarks

Mr. Klosky thanked everyone that participated in the 11<sup>th</sup> Annual Barefoot Bay Christmas Parade. He wished everyone a Merry Christmas and Happy Hanukah.

Mr. Diana thanked the Deck the Halls Decorating for continuing the Christmas decorations tradition started by Tim and Jan Hannify solely based donations. He also commended them for meeting and exceeding his challenge to the residents of Barefoot Bay to expand on what we already started. He thanked Mr. Klosky for all his work on the Christmas parade and wished the residents and staff a Merry Christmas and Happy New Year.

Ms. Wright read a written statement on why she made the fateful decision to run for trustee. She realizes it will take time and invite criticism. She spoke about a need for mutual respect among the residents and trustees and especially before we speak or place words in our local periodical. She wished everyone a Merry Christmas and a Happy New Year.

## Adjournment

The next meeting will be on January 13, 2017 at 1PM in Building D/E.

*Mr. Cavaliere made a motion to adjourn. Second by Mr. Lavier. Motion carried unanimously.*

Meeting adjourned 3:37PM.

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Steve Diana, Secretary

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Dawn Myers, District Clerk

### **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>36</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>37</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>38</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>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>39</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.

## Board of Trustees Meeting Agenda Memo

Date: Jan. 24, 2016

**Title:** **Security Advisory Committee Resignation**

Section & Item: 9B

Department: Administration: District Clerk

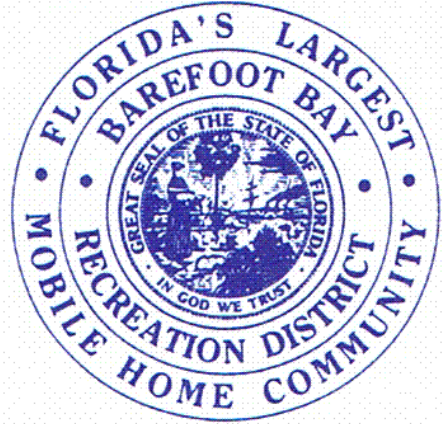
Fiscal Impact: N/A

Contact: Dawn Myers, District Clerk; or John W. Coffey, Community Manager

Attachments: Resignation e-mail from Mr. Peter DiVergilio and Advisory Committee Roster

Reviewed by  
General Counsel: N/A

Approved by:



### Requested Action by BOT

Acceptance of Mr. DiVergilio's resignation.

### Background and Summary Information

Mr. Peter DiVergilio was appointed to Security Advisory Committee (SAC) for an unexpired three year term (expires on 23Feb2019) on 26April2016. On 7Jan17, Mr. DiVergilio emailed his resignation letter the BOT via the District Clerk.

Staff recommends the BOT accept Mr. DiVergilio's resignation and for staff to advertise the vacancy.

## John Coffey

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**From:** Dawn Myers  
**Sent:** Monday, January 09, 2017 8:36 AM  
**To:** John W. Coffey  
**Subject:** FW: Security Committee Resignation

FYI

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**From:** Peter DiVergilio [mailto:[peterdiver1@msn.com](mailto:peterdiver1@msn.com)]  
**Sent:** Saturday, January 7, 2017 5:51 PM  
**To:** [dawnmyers@bbrd.org](mailto:dawnmyers@bbrd.org)  
**Subject:** Security Committee Resignation

To: Board of Trustees, BBRD:

Having recently obtaining a paid position as a Courtesy Golf Cart Driver in Barefoot Bay, I was informed that I can no longer serve as a voting member on the Security Advisory Committee. I, therefore resign my position on this committee, effective immediately. I wish to thank the BOT for my initial appointment, and hope that I was able, in some way to help the Community while I served. If there is any other way I may help Barefoot Bay, please feel free to ask.  
Thank you.

Sincerely,  
Peter R. DiVergilio  
103 Creek Court  
Barefoot Bay, FL. 32976

## BBRD Commitees & Board Appointments

Last Name	First Name	Committee	Seat	Term Years	Original Appointment	Re-Appointment
Bond	Donna	Recreation	Chair	3	Tuesday, February 23, 2016	
Peet	Grace	Recreation	Vice Chair	3	Tuesday, February 23, 2016	
Crouse	Louise	Recreation	CM	1	Tuesday, February 23, 2016	
Schwatlow	Richard	Recreation	CM	2	Tuesday, February 23, 2016	
White	Susie	Recreation	CM	1	Tuesday, February 23, 2016	
Manzo	Ann	Recreation	CM	3	Tuesday, February 23, 2016	
Estok	Bob	Recreation	CM	2	Tuesday, February 23, 2016	
Rich	Moran	Recreation	Alt	3	Tuesday, July 26, 2016	
Lesh	Kathryn	Recreation	Alt	3	Tuesday, March 22, 2016	
Taylor	Liz	DOR/Charter	Chair	3	Tuesday, February 23, 2016	
Wortman	Harold	DOR/Charter	Vice Chair	3	Tuesday, February 23, 2016	
Deslandes	Gregory	DOR/Charter	CM	3	Tuesday, February 23, 2016	
Kahl	Lynne	DOR/Charter	CM	1	Tuesday, February 23, 2016	
Peet	Bob	DOR/Charter	CM	2	Tuesday, February 23, 2016	
Gundling	Bonnie	DOR/Charter	CM	1	Tuesday, February 23, 2016	
Crouse	Louise	DOR/Charter	CM	2	Tuesday, February 23, 2016	Friday, October 14, 2016
Weglein	Wilma	DOR/Charter	Alt	3	Tuesday, February 23, 2016	
Grunow	Al	DOR/Charter	Alt	3	Tuesday, February 23, 2016	
Deslandes	Gregory	Security	Chair	1	Tuesday, February 23, 2016	Friday, March 11, 2016
		Security	Vice Chair	3	Tuesday, February 23, 2016	
Divergilio	Peter	Security	CM	3	Tuesday, February 23, 2016	Tuesday, April 26, 2016
Nelson	Tom	Security	CM	2	Tuesday, February 23, 2016	
Schwatlow	Richard	Security	CM	3	Tuesday, February 23, 2016	
Grant	Jeff	Security	CM	2	Tuesday, February 23, 2016	
Weglein	Wilma	Security	CM	1	Tuesday, February 23, 2016	
Gallagher	Jim	Security	Alt	3	Tuesday, July 26, 2016	
		Security	Alt	3	Friday, April 08, 2016	
		Facilities	Chair	1	Tuesday, February 23, 2016	
Pellegrino	Leonard	Facilities	Vice Chair	3	Tuesday, February 23, 2016	
Osborne	Jeanne	Facilities	CM	3	Tuesday, February 23, 2016	
Deslandes	Gregory	Facilities	CM	2	Tuesday, February 23, 2016	
		Facilities	CM	3	Tuesday, February 23, 2016	
Banta	Forrest	Facilities	CM	2	Tuesday, February 23, 2016	
Grunow	Al	Facilities	CM	1	Tuesday, February 23, 2016	
		Facilities	Alt	3	Tuesday, February 23, 2016	
Belanger	Brian	Facilities	Alt	3	Friday, April 08, 2016	
Geier	Ed	Finance	Chair	2	Tuesday, February 23, 2016	Thursday, November 10, 2016
Osborne	Jeanne	Finance	Vice Chair	2	Tuesday, February 23, 2016	
Pellegrino	Linda	Finance	CM	3	Tuesday, February 23, 2016	
Weglein	Wilma	Finance	CM	3	Tuesday, February 23, 2016	Thursday, November 10, 2016
Peet	Bob	Finance	CM	1	Tuesday, February 23, 2016	Friday, March 11, 2016
		Finance	Alt	3	Tuesday, March 22, 2016	
		Finance	Alt	3	Tuesday, March 22, 2016	
Liddy	Joy	Violations	Chair	3	Sunday, February 08, 2015	
Grunow	Albert	Violations	Vice Chair	3	Tuesday, June 23, 2015	
Maguire	Arlene	Violations	CM	3	Sunday, October 11, 2015	
Firlein	Mary	Violations	CM	3	Friday, May 09, 2014	
Atta	John	Violations	CM	3	Monday, September 12, 2016	
Dunham	Ed	Violations	Alt	3	Tuesday, July 28, 2015	
		Violations	Alt	3	Friday, August 28, 2015	
Klosky	Joe	ARCC	Chair			
Rhodes	Albert	ARCC	Inspector			
Cuddie	Sue	ARCC	Secretary			
Reed	Ken	ARCC	Inspector			
Voit	Paul	ARCC	Alternate			
Gruseck	Thelma	ARCC	R.Secretary			

## Board of Trustees Meeting Agenda Memo

Date: Jan. 24, 2016

**Title: Golf FRDAP Grant Award**

Section & Item: 9C

Department: Golf – Pro Shop

Fiscal Impact: N/A

Contact: Ernie Cruz, Golf Operations Manager; or  
John W. Coffey, Community Manager

Attachments: FRDAP Grant Agreement

Reviewed by

General Counsel: Yes

Approved by:



### Requested Action by BOT

Authorization for Chairman Diana to sign the agreement.

### Background and Summary Information

In 2016, BBRD received notice of award of a \$50,000 no match Florida Recreation Development Assistance Program (FRDAP) grant as administered by the Department of Environmental Protection. The attached grant agreement needs Chairman Diana's signature.

Of special note, FRDAP grants require 50% plus \$1 to be expended on active recreation projects and the balance on support projects. The following are the projects titles submitted as part of the grant application.

#### Active Recreation

- Golf Course
- Driving Range
- Picnic Shelter

#### Support Projects

- Restrooms (Rehabilitation)
- Landscaping

Funding for this grant program is included in the Golf-Pro Shop FY17 Budget with reimbursement anticipated in late FY18.

Staff recommends the BOT authorize Chairman Diana to sign the agreement on behalf of BBRD.

**DEP AGREEMENT NO. A7107**

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM  
GRANT AGREEMENT  
PURSUANT TO LINE ITEM 1698A OF THE FY2016-2017 GENERAL APPROPRIATIONS ACT  
FOR DEVELOPMENT OF LAND FOR PUBLIC RECREATION PURPOSES**

**THIS AGREEMENT** is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the **BAREFOOT BAY RECREATION DISTRICT**, whose address is 625 Barefoot Bay, Barefoot Bay, Florida 32976 (hereinafter referred to as "Grantee"), a local governmental entity, to provide financial assistance in furtherance of an approved public outdoor recreation project known as Community Golf Course, Project Number A17107 (hereinafter referred to as the "Project"). Collectively, the Department and the Grantee may be referred to as "Parties" or individually as a "Party". For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

**WHEREAS**, the Department is authorized to administer the Florida Recreation Development Assistance Program (FRDAP), in accordance with Section 375.075, F.S.; and,

**WHEREAS**, pursuant to Subsection 62D-5.055(5), Florida Administrative Code (F.A.C.), this Project, as it appears on the Recommended Application Priority List for Fiscal Year (FY) 2016-17, was approved by the Secretary of the Department, submitted to the Executive Office of the Governor and to the Florida House and Senate Appropriations Committee for funding consideration, and was awarded FRDAP funds for the development of land for public outdoor recreation purposes; and,

**WHEREAS**, the Grantee, as a recipient of the FRDAP grant funds, administered and monitored by the Department, is responsible for complying with all federal and state laws and local rules and regulations during performance of its activities pursuant to this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and pursuant to Section 375.075, F.S., and Chapter 62D-5, F.A.C., the Parties hereto agree as follows:

**1. TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, additionally described in **Attachment A, Project Work Plan**, including all attachments, guidelines, forms, and exhibits named herein, which are attached hereto and/or incorporated by reference. The Grantee acknowledges that receipt of this Grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity to complete the Project. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any **Project Work Plan** activity that may fall under applicable federal, state or local laws.

Administrative Forms, Reimbursement Forms and guidelines referenced in this Agreement may be found at [http://dep.state.fl.us/lands/Land\\_and\\_Recreation/Land\\_Recreation.htm](http://dep.state.fl.us/lands/Land_and_Recreation/Land_Recreation.htm) or by contacting the Department's Grant Manager.

The Project site(s) shall be open at reasonable times and shall be managed in a safe and attractive manner. This Agreement is not transferable.

Prior to commencement of Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on **Attachment B, Commencement Documentation Checklist, DRP-107**, attached hereto and made a part hereof. Upon satisfactory approval by the Department, the

Department will issue written "Notice to Commence" to the Grantee. Unless and until the Department issues the "Notice to Commence" authorizing Grantee to commence the Project, the Department shall not be obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind, which were incurred prior to the "Notice to Commence", except for eligible Pre-Agreement Expenses as more fully described in Subsection 62D-5.054(34), F.A.C.

**2. PERIOD OF AGREEMENT:**

This Agreement shall be effective upon execution by both Parties and remain in effect for a period of three (3) years from the date of the State of Florida's ("State") fiscal year in which funds are appropriated, July 1, 2016, until midnight on June 30, 2019, inclusive. If Project is not completed by midnight on June 30, 2019, then this Agreement shall be terminated and the Project funds shall revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.). The Grantee shall be entitled to reimbursement of eligible Pre-Agreement Expenses for expenses incurred on or after July 1, 2016, until the effective date of full execution of this Agreement.

**3. FUNDING/CONSIDERATION/INVOICING:**

The Grantee shall be eligible for authorized reimbursement, in whole or in part, for costs pursuant to FRDAP guidelines regarding Department-approved Pre-Agreement Expenses and, if applicable, costs associated with Retroactive Projects, through the Project completion date of this Agreement, provided that the cost(s) meet all requirements and financial reporting of the FRDAP program and, rules and regulations applicable to expenditures of state funds, hereby adopted and incorporated by reference.

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$50,000.00. The Parties acknowledge and agree that this Agreement does not require a match on the part of the Grantee. It is understood that any additional funds necessary for the completion of this Project are the responsibility of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
  - i. A Change Order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Paragraph 3.E., are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing.
  - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee's match requirements; a change in the expiration date of the Agreement; and/or, changes to the cumulative amount of funding transfers between approved budget categories, as defined in Paragraph 3.E., exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible Project Costs upon the completion, submittal and approval of each Deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment C, Payment Request Summary Form, DRP-115**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/). All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department within sixty (60)

calendar days following the completion date of the Agreement, to assure the availability of funds for payment.

D. Project Costs, Pre-Agreement Expenses and Cost Limits:

- i. Project Costs shall be reimbursed as provided for pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project Costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project completion date as set forth in the Project Completion Certification determined and identified herein. Costs for appraisals, appraisal review, surveys (boundary and topographic), title searches and Project signs are eligible Project Costs. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- ii. Pre-Agreement Expenses, pursuant to Subsection 62D-5.054(34), F.A.C., means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of a project agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
- iii. Cost Limits, pursuant to paragraph 62D-5.058(2)(b), F.A.C., allows for Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees, as eligible Project Costs provided that such costs do not exceed fifteen percent (15%) of the Project cost.

E. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment D, Contract Payment Requirements**. The **Payment Request Summary Form, Attachment C**, shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:

- i. Salaries/Wages (Grantee Labor) – The Grantee may be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) for Grantee’s employees, as listed on the Grantee’s approved Cost Analysis to be submitted pursuant to **Attachment A, Project Work Plan, Task 1**.
- ii. Overhead/Indirect/General and Administrative Costs – All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.
  - a. Fringe Benefits (Employee Benefits) – Shall be calculated at the rate up to 40% of direct salaries.
  - b. Indirect Cost – Shall be calculated at the rate of 15% of direct cost.
- iii. Contractual Services (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the



Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Nonexpendable and/or nonconsumable personal property or equipment costing \$1,000 or more purchased for the purposes of completing the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapters 69I-72, F.A.C., and/or 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
  - b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified herein. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
  - c. All subcontracts are subject to the provisions of Paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.
  - iv. Rental/Lease of Equipment – Reimbursement requests for the rental/lease of equipment must include copies of invoices or receipts to document charges.
  - v. Equipment – (Capital outlay costing \$1,000 or more) – Reimbursement for the Grantee's direct purchase of equipment is governed by Paragraph 23 of this Agreement.
  - vi. Miscellaneous/Other Expenses – Direct purchases, for example materials, supplies, Grantee stock, non-excluded phone expenses, reproduction, mailing, and other expenses must be documented by itemizing and including copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- F. In addition to the invoicing requirements contained herein, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).

- G. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) is received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. **ANNUAL APPROPRIATION:**

The Department's performance and obligation to award program grants are contingent upon an annual allocation from the Recommended Application Priority List and/or appropriation by the Florida Legislature. The Department shall distribute FRDAP funds as reimbursement grants to applicants eligible pursuant to Rule 62D-5.055, F.A.C. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

The Grantee shall utilize **Attachment E, Project Status Report Form, DRP-109**, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports shall be submitted to the Department's Grant Manager no later than May 5, September 5 and January 5. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

6. **RETAINAGE:**

The Department shall retain ten percent (10%) of the grant until the Project has been completed and approved by the Department. Upon completion of the Project and prior to the release of the final payment the Grantee shall submit all documents described in **Attachment F, Completion Documentation Checklist, DRP-111**, to the Department and the Department shall approve the completion of such documentation, pursuant to FRDAP requirements and additionally set forth in paragraph 62D-5.058(7)(d), F.A.C., in order for the Grantee to receive the retained ten percent (10%).

The Department may perform an on-site inspection of the Project site to ensure compliance with the Project Agreement prior to release of the final grant payment. Any deficiencies must be corrected by Grantee prior to disbursement of final payment.

7. **PROJECT COMPLETION CERTIFICATION:**

Project completion means the Project is open and available for use by the public. In order to certify completion, the Grantee shall submit to the Department **Attachment G, Project Completion Certification, DRP-112**. The Project must be designated complete prior to release of final reimbursement.

8. **INDEMNIFICATION:**

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

9. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days' written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days' written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an Amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

10. **REMEDIES/FINANCIAL CONSEQUENCES:**

- A. No payment will be made for fees, costs, general expenses of any kind and any other costs associated with Deliverables completed or incurred prior to Grantee receiving a Department issued "Notice to Commence". No payment will be made for Deliverables deemed unsatisfactory by the Department. In the event that a Deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a

satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- i. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

- B. If the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule 62D-5.059, F.A.C., the Department shall terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department shall declare the Grantee ineligible for further participation in FRDAP until such time as compliance has been obtained.

#### **11. RECORD KEEPING/AUDIT:**

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.
- C. The Grantee agrees that if any litigation, claim, or audit commences before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

**12. SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding Paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment H, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment H** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment H**. A revised copy of **Exhibit 1** must be provided to the Grantee for each Amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager listed in Paragraph 19 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment H, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:  
  

<https://apps.fldfs.com/fsaa/>
- C. The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

**13. SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, except for certain fixed-price subcontracts pursuant to Paragraph 3.E. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) calendar days after execution of the subcontract. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

**14. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
  - i. The contractor's maintaining an office or place of business within a particular local jurisdiction;

- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
  - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph 14.A., above, a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph 14.A.

**15. SIGNAGE:**

The Grantee shall erect a permanent information sign on the Project site which credits funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign shall be installed on the Project site and approved by the Department before the final Project reimbursement request is processed.

**16. LOBBYING PROHIBITION:**

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Florida Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

**17. COMPLIANCE WITH LAW:**

The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

**18. NOTICE:**

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under Paragraph 19.

**19. CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is:

Ms. Angela Bright or Successor	
Community Assistance Consultant	
Florida Department of Environmental Protection	
Office of Operations	
Land and Recreation Grants Section	
3900 Commonwealth Boulevard, MS# 585	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2501
E-mail Address:	<a href="mailto:Angie.Bright@dep.state.fl.us">Angie.Bright@dep.state.fl.us</a>

The Grantee's Grant Manager at the time of execution for this Agreement is:

Mr. John Coffey or Successor	
District Manager	
Barefoot Bay Recreation District	
625 Barefoot Bay	
Barefoot Bay, FL 32976	
Telephone No.:	(772)-664-3141
Fax No.:	N/A
E-mail Address:	<a href="mailto:jcoffey@bbrd.org">jcoffey@bbrd.org</a>

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to Paragraph 3.B. should include the updated Grant Manager information.

**20. INSURANCE:**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida and the Department, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-insured for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-insured for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any subgrant or subcontract issued for the performance of the work specified under this Agreement, unless such subgrant or subcontractor employees are covered by the protection afforded by the Grantee.
  - i. Workers' Compensation Insurance is required for all employees connected with the work of this Project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
  - ii. Commercial General Liability Insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
  - iii. Commercial Automobile Liability Insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or

operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
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\$300,000	Hired and Non-owned Automobile Liability Coverage
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- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

**21. CONFLICT OF INTEREST:**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**22. UNAUTHORIZED EMPLOYMENT:**

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

**23. EQUIPMENT:**

Reimbursement for direct or indirect equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.

**24. QUALITY ASSURANCE REQUIREMENTS:**

If the Grantee's Project involves environmentally-related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, F.A.C., as may be amended from time to time, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment I, Quality Assurance Requirements for Contracts and Grants**, if applicable. If the Project does not involve environmentally-related measurements or data generation, this Attachment shall not be required and shall be intentionally excluded.

**25. DISCRIMINATION:**

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with



any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**26. LAND ACQUISITION:**

Land Acquisition, where title to land acquired with FRDAP funds vest in a Grantee, is not authorized under the terms of this Agreement.

**27. SITE DEDICATION:**

- A. Grantee has an interest and/or right to real property, whereby FRDAP funding is appropriated to develop an approved public outdoor recreation project, as more fully described in **Attachment A**. Such interest and/or right is subject to use in perpetuity for the purposes described in this Agreement.

Land owned by Grantee, which is developed with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public. Land under control other than by ownership of Grantee such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project completion date as set forth in the Project Completion Certification. The dedications must be recorded by Grantee in the official public property records. Any applicable recording fees are the sole responsibility of Grantee.

- B. Should the Grantee's interest and/or right to the land referenced herein change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of such change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

**28. PHYSICAL ACCESS AND INSPECTION:**

Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

**29. PUBLIC RECORDS ACCESS:**

- A. Grantee shall comply with Florida Public Records Law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Subsection 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Article I, Section 24(a), Florida Constitution.

- C. If Grantee meets the definition of “Contractor” found in Paragraph 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under Section 119.10, F.S.
  - ii. Upon request from the Department’s custodian of public records, Grantee shall provide the Department 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 provided in Chapter 119, F.S., or as otherwise provided by law.
  - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
  - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the Department, upon request from the Department’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of the Department.

- D. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at [ombudsman@dep.state.fl.us](mailto:ombudsman@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, Mail Slot 49  
Tallahassee, FL 32399**

**30. SCRUTINIZED COMPANIES:**

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**31. EXECUTION IN COUNTERPARTS:**

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**32. SEVERABILITY CLAUSE:**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

**33. ENTIRE AGREEMENT:**

This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

**BAREFOOT BAY RECREATION  
DISTRICT**

**STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION**

By: \_\_\_\_\_  
Signature of Person Authorized to Sign

By: \_\_\_\_\_  
Secretary or designee

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Approved as to form and legality:



\_\_\_\_\_  
Grantee Attorney

\_\_\_\_\_  
DEP Attorney

FEID No.: **59-2469707**

For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement (web links provided, when available):

Specify Type	Letter/ Number	Description
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Commencement Documentation Checklist – <i>DRP-107</i> (2 pages)</u> <u>(<a href="http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/Commencement%20Checklist.pdf">http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/Commencement%20Checklist.pdf</a>)</u>
<u>Attachment</u>	<u>C</u>	<u>Payment Request Summary Form – <i>DRP-115</i> (2 Pages)</u> <u>(<a href="http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PAYMENT%20REQUEST%20SUMMARY%20FORM%20NEW.pdf">http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PAYMENT%20REQUEST%20SUMMARY%20FORM%20NEW.pdf</a>)</u>
<u>Attachment</u>	<u>D</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Project Status Report Form – <i>DRP-109</i> (2 Pages)</u> <u>(<a href="http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/STATUS%20REPORT.pdf">http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/STATUS%20REPORT.pdf</a>)</u>
<u>Attachment</u>	<u>F</u>	<u>Completion Documentation Checklist – <i>DPR-111</i> (2 Pages)</u> <u>(<a href="http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/COMPLETION%20DOCUMENTATION%20CHECKLIST%20NEW.pdf">http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/COMPLETION%20DOCUMENTATION%20CHECKLIST%20NEW.pdf</a>)</u>

<u>Attachment</u>	<u>G</u>	<u>Project Completion Certification – <i>DRP-112</i> (2 Pages)</u> <u><a href="http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PROJECT%20COMPLETION%20CERTIFICATION%20NEW.pdf">http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PROJECT%20COMPLETION%20CERTIFICATION%20NEW.pdf</a></u>
<u>Attachment</u>	<u>H</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>I</u>	<u><i>Attachment Intentionally Excluded</i></u>

**ATTACHMENT A**  
**PROJECT WORK PLAN**  
**FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)**  
**Project Name: Community Golf Course**  
**Grantee Name: Barefoot Bay Recreation District**  
**FRDAP Project # A17107**

**SUMMARY:** The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as identified in the Project Work Plan resulting in a change in the total point score of Grantee's Application as it appears on the Recommended Application Priority List for FY2016-17 is considered a significant change and must be pre-approved by the Department and requires a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and including but not limited to: local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Paragraph 1 of the Agreement, the Department must receive evidence of and have approved all Deliverables in Task 1.<sup>1</sup>

The Department shall designate the Project complete upon receipt and approval of all Deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. Department shall retain ten percent (10%) of the Grant Award until the Grantee completes the Project and the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained ten percent (10%) will be processed within thirty (30) days of the Project designated complete by the Department.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 1225 Barefoot Bay Blvd., Barefoot Bay, FL 32951 and is considered a "Small Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

**Budget:** Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award amount outlined below. Required match will be provided by cash, in-kind service costs, and/or land value. Grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for all Program and matching funds. The total estimated Project cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence". All final Project Costs shall be submitted to the Department with the payment request.

<b>Maximum Grant Award Amount:</b>	<b>\$50,000.00</b>
<b>Required Grantee Match Amount:</b>	<b>\$0</b>
<b>Total Estimated Project Cost:</b>	<b>\$50,000.00</b>
<b>Match Ratio:</b>	<b>0 %</b>

<b>Scope of Work/Tasks</b>	<b>Deliverables</b>	<b>Due Date</b>	<b>Financial Consequences</b>
<b>TASK 1</b> 1. Development of Commencement Documentation Checklist (DRP-107), which includes:	<b>DELIVERABLE 1</b> The Department will issue "Notice to Commence" upon receipt and approval of:	180 calendar days after Execution of Agreement <sup>2</sup>	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.

<ul style="list-style-type: none"> <li>• A professional site plan;</li> <li>• Commencement Certification (DRP-108);</li> <li>• A boundary survey;</li> <li>• Results of title search or the opinion prepared by the member of the Florida Bar Association or Licensed title insurer; and</li> <li>• A Cost Analysis Form, with supporting Bid Documents from Project selected contractor and/or In-House Cost Schedule(s)</li> </ul> <p>If the Grantee will use land as match, the appropriate documentation will be required as specified in the Commencement Documentation Checklist (DRP-107), and will be required prior to commencement.</p>	<p><b>1.A.</b> All applicable Project specific Commencement documentation, listed on Commencement Documentation Checklist (DRP-107)</p> <p><b>1.B.</b> Cost Analysis Form, with supporting Bid Documents from Project selected contractor and/or In-House Cost Schedule(s)</p> <p>Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p>		
<p><b>TASK 2</b></p> <p><b>2.A.</b> Development of Primary Project Element, which includes: Development of new golf course driving range and new landscaping. Renovation of existing golf course, picnic shelter and restrooms.</p> <p><b>2.B.</b> Development of Completion of Documentation Checklist (DRP-111), which includes:</p> <ul style="list-style-type: none"> <li>• Project Completion Certification (DRP-112)</li> <li>• Final “As-Built” site plan</li> <li>• Florida Park Inventory Form</li> <li>• Project Photographs</li> <li>• Notice of Limitation of Use/Site Dedication (DRP-113)</li> </ul>	<p><b>DELIVERABLE 2</b></p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p><b>2.A.</b> All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111)</p> <p><b>2.B.</b> Final Status Report</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.</p>	<p>Due April 30, 2019, which shall also be the Project completion date<sup>3</sup></p>	<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.</p>

**Project Task Performance Standard:** The Department’s Grant Manager will review the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department’s Grant Manager of all Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

**Payment Request Schedule:** Following Department approval of all Deliverables, the Grantee may submit a **payment request** on Payment Request Summary Form (DRP-115) along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted

as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks. The payment request must include documentation regarding the match source, as required.

**Endnotes:**

1. FRDAP documentation is available at [http://dep.state.fl.us/lands/Land\\_and\\_Recreation/Land\\_Recreation.htm](http://dep.state.fl.us/lands/Land_and_Recreation/Land_Recreation.htm) and/or from the Office of Operations, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.





## Florida Department of Environmental Protection

### **ATTACHMENT D** **FLORIDA RECREATION DEVELOPMENT ASSISTANCE** **PROGRAM** **CONTRACT PAYMENT REQUIREMENTS**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)

## ATTACHMENT H

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR § 200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

## **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1698A – Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund	2016- 2017	37.017	Florida Recreation Development Assistance Program	\$50,000.00	140002

Total Award	\$50,000.00	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

## Board of Trustees Meeting Agenda Memo

Date: Jan. 24, 2016

**Title: Confirmation of Pier Repair  
Award of Contract**

Section & Item: 9D

Department: R&M/Capital

Fiscal Impact: \$9,500

Contact: Matt Goetz, Property Services Manager;  
or John W. Coffey, Community Manager

Attachments: Signed Bid from Dockside Builders and  
11Nov16 BOT Minutes

Reviewed by  
General Counsel: No

Approved by:



### Requested Action by BOT

Confirmation of award of contract for repair of hurricane related damages to the pier.

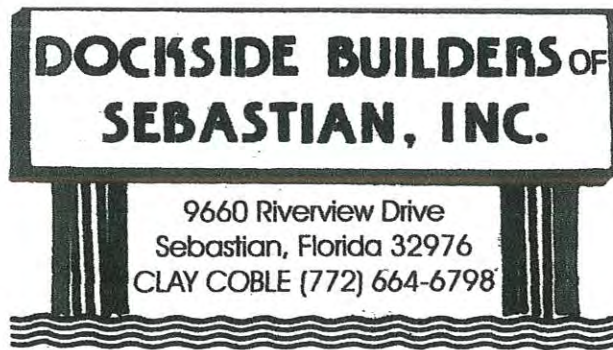
### Background and Summary Information

At the 11Nov16 BOT meeting, the Community Manager was authorized to proceed with repairs of hurricane related damages to the pier that exceed his spending authority per the Policy Manual and to bring the bid back to the BOT at the next available agenda. Staff solicited quotes from multiple vendors but only one provided a summary quote on 2Dec16. Multiple other vendors declined to even visit the pier to look at the damages due to the large number of dock and dune crossover repair jobs available beachside. The initial quote from Dockside Builder (same vendor who constructed the beach crossover, observation deck and freshwater observation deck) contained only 13 words and staff did not believe BBRD had adequate legal protection for such a summary quote and hounded the vendor to provide more detail. In late December staff was finally able to get sufficient detail from Dockside Builders to proceed. First Vice-Chair Wright signed the bid on 22Dec16 (in the absence of Chairman Klosky) which was also signed by the Community Manager and initialed by the Acting Finance Manager (per the new procedures for quotes/bids over \$1,000).

The vendor anticipates work commencing in mid to late February.

Staff recommends the BOT confirm award of contract of \$9,500 to Dockside Builders for repairs to the pier and waive the 2<sup>nd</sup> quote requirement.





SUBMITTED TO:

DATE: 12-2-16

NAME: Barefoot Bay

STREET: 7935 U.S I

CITY: Micco STATE: Fla ZIP:

JOB NAME / LOCATION:

Fishing Pier

We hereby submit specifications and estimates for:

- ① Streighten and relevel aprox. 100' of main walkway
- ② replace missing decking

total \$1,500<sup>00</sup>/<sub>00</sub>



**Barefoot Bay Recreation District** - Fishing pier repairs

**Date** —

**Site address** - 7935 U.S. 1 Micco FL, 32976

**Contractor** - Dockside Builders

**Contractor phone number** - (772)664-6798

**Contractor address** - 9660 Riverview Dr. Sebastian FL, 32976

- obtain any necessary permits
- Remove existing decking and broken materials
- Straighten out approximately 100 feet of shifted pilings
- Replace any damaged 2"x10" floor joists and fasten with stainless hardware
- Replace any damaged cross bracing with new 2"x8" PT boards and fasten with stainless hardware
- Replace damaged decking with composite grate style deck material and fasten with stainless hardware
- Replace damaged handrail with equivalent boards and stainless hardware
- Repair or replace damaged safety cable with equivalent product

Permits included in the cost (Yes) (No)

Total price \$9,500.00



Clay Coble - Owner

Dockside builders

Manfred A. Hoyer

Joseph Klosky - Chairman

Barefoot bay recreation district

Board of trustees

Valecia Owens  
Acting Finance Manager

JL W. Hoyer  
22 Dec 16



# BAREFOOT BAY RECREATION DISTRICT

## Board of Trustees Regular Meeting November 10, 2016 1 P.M. –Building D&E

### Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on November 10, 2016 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 1:00 P.M.

### Thought for the Day

Mr. Klosky asked for a moment of silence to honor our service personnel both past and present who have helped protect our country. He also asked that we remember our Barefoot Bay residents both past and present.

Mr. Klosky led the Pledge of Allegiance to the Flag.

### Presentations

Mr. Klosky read and presented Barefoot Bay Veterans with a Veterans Day Proclamation in honor of their service.

*Mr. Diana made a motion to accept the Veterans Day Proclamation. Second by Brian Lavier. Motion carried unanimously.*

### Roll Call

Present: Mr. Klosky, Ms. Wright, Mr. Diana, Mr. Cavaliere and Mr. Lavier. Also present: General Counsel Cliff Repperger, John W. Coffey, Community Manager and Dawn Myers, District Clerk.

### Minutes

*Ms. Wright made a motion to approve the minutes October 25, 2016. Second by Mr. Cavaliere. Motion carried unanimously.*

### Treasurer's Report

Mr. Cavaliere presented the Treasurer's Report for November 10, 2016.

*Mr. Diana made a motion to accept the Treasurer's Report. Second by Mr. Lavier. Motion carried unanimously.*

### Audience comment on Agenda Items

None brought forward

### Unfinished Business

#### Resolution of Advisory Committee Suspension

At the October 25, 2016 The Board made a motion to temporarily suspend Mr. Hurrol Brinker from all the committees he is currently sitting on. The suspension came about due to a Department Manager complaint that Mr. Brinker was creating a hostile work environment for him and his fellow managers by



# BAREFOOT BAY RECREATION DISTRICT

constantly criticizing their department productivity and operations. Mr. Diana was tasked to investigate the allegation by meeting with all the managers concerning their position on Mr. Brinker's complaint. He was also asked to meet with Mr. Brinker to hear his side of the situation and bring the full report back to this meeting for a final decision by the Board. Ms. Wright requested that the Board table this agenda item until the rest of the Board has an opportunity to review the report or call for a recess to review prior to hearing the report and making a decision. General Counsel advised that the decision to proceed is ultimately up to the Board. Consensus of the Board to proceed with Mr. Diana's report. Mr. Diana read the report which included anonymous statements from staff. The summarized statements acknowledged Mr. Brinker and other committee members had, in fact, overstepped their positions on occasion by applying undue pressure to staff by criticizing daily operations. Mr. Diana stated that the modern workplace is not reminiscent of the workforce as Mr. Brinker knew it to be years ago. He was confident that due to the current situation, Mr. Brinker was well aware of his misstep and could be trusted not to recommend releasing Mr. Brinker's suspension at this time.

Due to his speech impediment, Mr. Hurrol Brinker presented a written statement read by Ms. Carol Joseph concerning the allegations. In his statement Mr. Brinker called attention to the fact that the procedure for filing a complaint was not followed by the Board as stated in the BBRD Employee Manual. The first time Mr. Brinker had even heard of the complaint was at a public Board of Trustees meeting. He maintained that he was put on trial at a public forum without an opportunity to defend the charge. He voiced his thorough dissatisfaction on the way this situation was handled and stated that he wished the Board had followed their own rules.

Ms. Wright supported Mr. Brinker's position that the chain of command regarding BBRD harassment policy was not followed, but rather arbitrarily brought up at a public meeting leaving Mr. Brinker no opportunity to defend himself. Mr. Cavaliere stated that he is not comfortable with Mr. Brinker on any committees and reiterated his position on abolishing the committees in general. He stated that he heard Mr. Brinker discussing the staff in a derogatory manner and brought attention to recent incidents where committee members were abusing their roles with staff. He suggested abolishing the committees altogether. Mr. Lavier agreed with Mr. Cavaliere as he is well aware that the committee members have been overstepping their bounds and was supportive of dissolving the committees. In response to the claim that procedure was not followed regarding this charge, Mr. Lavier maintained that the committee members are also not following procedure.

Mr. Klosky recommended applying a 5 month suspension for Mr. Brinker and yielded to the Board to make a decision.

Ms. Carol Joseph spoke on behalf of Mr. Brinker agreeing that this situation was not handled properly and acknowledged that both sides had made mistakes. She asked that the Board consider this topic carefully.

Mr. Ernie Cruz commented on the conversation that prompted him to forward an email to Mr. Coffey regarding the last conversation he had with Mr. Brinker. He maintained that he believes he did the right thing as his co-workers do not deserve for their jobs to be threatened by committee members.

*Mr. Cavaliere made a motion to permanently suspend Mr. Brinker from all advisory committees. Second by Mr. Lavier. Ms. Wright opposed. Motion carried 4-1.*



# BAREFOOT BAY RECREATION DISTRICT

## New Business

### **BOT Rules Revision: Elimination of Trustee Departmental Liaison Function**

The revision to the BOT Rules was brought back to the Board for approval due to an additional language revision to the Rules and resolution detected at the last meeting. Mr. Cavaliere read the resolution.

RESOLUTION OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING AND SUPERSEDING RESOLUTION 2016-02, BY ADOPTION OF A REVISED SET OF RULES FOR THE BOARD OF TRUSTEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT WITH OTHER PROVISIONS; AND, PROVIDING FOR AN EFFECTIVE DATE.

*Mr. Cavalier made a motion to accept the resolution revising the Rules of Trustees. Second by Mr. Diana. Mr. Klosky opposed. Motion carried. 4-1*

## **DOR Violations**

### **Case # 16-003199 1089 Wren Circle**

*Ms. Wright made a motion to forward to the attorney for equal and equitable action. Second by Mr. Lavier. Motion carried unanimously.*

### **Case # 16-003041 606 Tarpon Drive**

*Ms. Wright made a motion forward to the attorney for equal and equitable action. Second by Mr. Cavaliere. Motion carried unanimously*

## **Review of Advisory Committees**

Mr. Klosky suggested changing the meeting dates for the Recreation Committee to four times a year and keeping Violations and ARCC committees as is but disbanding all the rest of the committees. Mr. Diana agreed and recommended establishing Ad Hoc committees as needed. Ms. Wright stated that this is a knee jerk reaction. The committees provide a valuable service to the community and they have a lot of experience and education to offer Barefoot Bay.

Jeanne Osborne suggested that perhaps the Board appointed too many committees to start with and shared her concern with the undue criticisms of the Board for no good reason. She asked that the Board consider keeping the Recreation, Finance, Facility Planning and DOR committees as they are beneficial to the community.

Tom Guinther voiced his dissatisfaction with the idea of abolishing the committees as they are very beneficial to the community. The committees provide a welcome forum for the residents to voice their opinion. He stated that he is not in agreement with the way the prior agenda topic was handled as the Board should have addressed the situation as it happened per policy.

Nancy Eisele also voiced her concern regarding to abolishing the committees. The members are concerned residents of Barefoot Bay and the Board has the final say. She urged them to take a larger role with the committees.

Kathryn Lesh commented on her dissatisfaction with the idea of abolishing the committees. She stated that she is very interested in what is going on in the District and will be paying close attention to the Board as she is disappointed in the path they have been taken with recent decisions. She urged them to make the right decision.



# BAREFOOT BAY RECREATION DISTRICT

Louise Crouse stated that the committees are great benefit to the community as they do a lot of research and was also opposed to dissolving the committees. She also acknowledged the process for addressing threatening behavior by committee members. This should have gone to the Community manage for resolution rather than discussing in a public forum.

Mr. Cavalier suggested keeping the Finance committee as they are currently working on something. Mr. Lavier stated that the Golf Committee is also working on something at this time and recommends they complete their deliberation. Ms. Wright stated that the Recreation Committee is working on a couple of items.

*Mr. Diana made a motion to table the topic to the next meeting. Second by Ms. Wright. Mr. Lavier opposed. Motion carried. 4-1*

## **Lease Renewal for Barefoot Bay Beauty Salon**

Barefoot Bay Beauty Salon's current is due to expire on December 30, 2016. The terms of the current lease provides for an additional 5-year renewal period. The lessee has requested consideration of (2) additional 2-year periods, in place of the 5-year renewal period. Staff asked for the Board's consideration to amend the Memorandum of Understanding, Item 1.b. of the lease to reflect the tenant's request.

*Mr. Cavaliere made a motion accept the amendment to the Memorandum of Understanding for the Beauty Salon lease. Second by Mr. Diana. Motion carried unanimously.*

## **New Lease for Shaw Medical Group, LLC**

Shaw Medical Group has requested consideration of a two year lease to rent the space previously occupied by IRMC. They do business as My Health. They are a Family Practice which specializes in Internal Medicine. The square footage rate for the lease is \$10 per square foot. In addition to the rent, the tenant will pay the CAM, Real Estate Tax, Sales Tax and the current rate. The prospective tenant is requesting the first 2.67 months' rent to be waived.

Mr. Shaw requested help from the District with expenses on a build out for upgrades to the cabinets and the carpet. He stated that this is common practice for the lease holder to help with this. He is willing to move in as quickly as possible. Mr. Cavaliere stated that he is not familiar with the landlord having responsibility for the inside of the space. He was against helping any upgrades. Mr. Klosky was in agreement that we should not pay for any work in the building. Ms. Wright asked for more information from Mr. Shaw regarding what is needed. Mr. Diana agreed that assisting the build out is not out of the question. He would like to provide a good level of service to the community and was willing to support his request to help. Mr. Lavier was hesitant to move forward with helping with the build out but has no issue with the lease. Matt Goetz informed the Board that it would take approximately \$4000 to do the upgrades Mr. Shaw is requesting.

*Mr. Cavaliere made a motion to provide the lease as is and add February as an additional free month. Second by Mr. Lavier. Ms. Wright opposed. Motion carried 4-1*

## **Moore Stephens Lovelace, P.A. Audit Planning Communications**

Staff received Fiscal Year 2016 Audit Planning under the guidelines of GAGAS from our independent auditor, Moore Stephens Lovelace, P.A. We are directed to present the Audit Planning to the Board of Trustees of Barefoot Bay Recreation District. The Audit Planning outlines the Identification of Financial



# BAREFOOT BAY RECREATION DISTRICT

Statement Elements, Audit Objectives, Auditor Responsibilities, Management Responsibilities, General Audit Procedures, Internal Control Audit Procedures, Compliance Audit Procedures, Accounting and Reporting Issues, and Audit Schedule. Staff recommends the Board acknowledge receipt of the Audit Planning Communications.

*Mr. Cavaliere made a motion to accept the Audit Planning Communications. Second by Mr. Lavier. Motion carried unanimously.*

## **Fiscal Year 2015/16 Year-End Budget Amendments and Resolution**

At the end of each fiscal year, staff requests the Board to reallocate budgeted expenditures between departments. Staff recommended the Board approve the Resolution for the FY16 Year-End Budget Amendments. Mr. Repperger read the resolution.

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2014-06; AMENDING THE BUDGET; PROVIDING FOR AN EFFECTIVE DATE.

*Mr. Cavaliere made a motion to approve the resolution for the FY16 Year-End Budget Amendments. Second by Mr. Lavier. Motion carried unanimously.*

## **FY 2016 4th quarter Capital & Grants Transfer and Resolution**

Approval of Transfer of Funds Expended in 4th quarter of FY16 from SBA Capital Improvement Account to BBRD Operating Account and Approval of the Resolution

Staff recommended the Board approve the transfer of \$96,797.76 from SBA Capital Improvement Account to BOA Operating Account. Mr. Repperger read the resolution.

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; AUTHORIZING THE TRANSFER OF NINETY SIX THOUSAND SEVEN HUNDRED NINETY SEVEN DOLLARS AND 76/100 CENTS (\$96,797.76) FROM THE DISTRICT'S STATE BOARD OF ADMINISTRATION CAPITAL IMPROVEMENT ACCOUNT TO THE DISTRICT'S OPERATING ACCOUNT; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

*Mr. Cavaliere made a motion to approve the resolution approving the transfer of \$96,797.76 from SBA Capital Improvement Account to BOA Operating Account. Second by Mr. Lavier. Motion carried unanimously.*

## **FY17 Carryover Projects Budget Amendment**

The total of all carryover projects from FY16 to FY17 is \$44,028.50. Staff recommended the Board approve the accompanying Resolution for carryover FY16 Unfinished Projects to FY17 Adopted Budget. Mr. Repperger read the resolution.

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2015-12; AMENDING THE BUDGET; PROVIDING FOR AN EFFECTIVE DATE.

*Mr. Diana made a motion to approve the resolution. Second by Ms. Wright. Motion carried unanimously.*

## **Appointment to Finance Advisory Committee**

*Mr. Cavaliere made a motion to appoint Ms. Wilma Weglein to the unexpired 2-year term and Mr. Ed Geier to the unexpired 3-year term on the Finance Committee. Second by Ms. Wright. Mr. Lavier opposed. Motion carried 4-1*



# BAREFOOT BAY RECREATION DISTRICT

## **Adoption of FY17 Employee Pay and Classification Plan**

The Board adopted the FY17 Budget on 28Jun16 which contained 14 expenditures/uses decision points.

One of the decision points was for the adoption of a formal employee pay and classification plan.

A RESOLUTION OF THE BAREFOOT BAY RECREATION DISTRICT ESTABLISHING AN EMPLOYEE PAY AND CLASSIFICATION PLAN FOR FISCAL YEAR 2016-2017; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT WITH OTHER PROVISIONS; AND, PROVIDING FOR AN EFFECTIVE DATE.

General Counsel read the resolution.

*Mr. Diana made a motion to accept the resolution adopting the Employee Pay and Classification Plan.*

*Second by Mr. Cavaliere. Motion carried unanimously.*

## **Replacement Dump Truck Award of Contract**

The FY17 Budget contains \$55,000 for the replacement of the 1986 Ford Dump Truck which has 136,459 miles (as of February 2016) and was rated mechanically poor and fair in body condition.

Staff researched the cost of new and used vehicles with the following results:

- \$67,452.00 for a 2017 F-650 Regular Cab with dump body (new, state contract)
- \$29,900.00 for a 2007 Ford F-650 Extended Cab , 114,000 miles
- \$23,900.00 for a 2000 Ford F-650 Regular Cab, 143,176 miles

E.J. Wright gave his opinion that a diesel engine has more power can take many more miles than a gas engine and is easier to maintain. Matt Goetz stated that he looked at both options but the District does not put a lot of miles on the vehicles as they are mostly driving in the community. As a result the diesel which does not do well with many starts and stops is not necessary for our needs.

*Mr. Cavaliere Made a motion to approve purchase of a replacement Dump Truck to Duval Ford LLC for \$67,452.00, waving the RFP requirement and authorizing the use of \$12,452 in Capital/R&M Projects Contingency*

## **Resignation of Jack Dunham from Security Advisory Committee**

*Mr. Diana made a motion to accept the resignation from Mr. Jack Dunham. Second by Mr. Lavier.*

*Motion carried unanimously.*

## **Manager's Report**

Mr. Coffey presented a recent UPS request to store their trailer in the Building A parking lot during the holiday season to assist with their deliveries in Barefoot Bay. Mr. Coffey advised against this as it may take up valuable room in the Building A parking lot during the busy event season.

Harold Wortman suggested placing the UPS trailer in the RV storage unit.

Greg Deslandes suggested charging them to use the RV lot as they can come and go with minor obstruction. Board consensus for Mr. Coffey to move forward with the request and find a suitable location if possible.

Mr. Coffey informed the Board of the initial quote to repair the District damages from the hurricane to the pier and the extended build out to the beach walkover.

*Mr. Diana made a motion to proceed with a contract for the repairs to the pier and the beach walkover.*

*Second by Mr. Cavaliere. Motion carried unanimously.*





# BAREFOOT BAY RECREATION DISTRICT

Mr. Coffey will be accepting ideas for inclusion in the FY18-22 5yrFM&CIP starting on November 14, 2016 through December 16, 2016. Please contact Matt Goetz, Property Services Manager or Mr. Coffey with your idea and any applicable information you have. Every idea submitted will be listed, although revenue limitations may not permit every project to be funded. The Proposed FY18-22 5yrFM&CIP will be distributed to Trustees, Finance Advisory Committee and Facilities Planning Committee members by close of business Friday January 6, 2017. Some of the Property Services crew will demonstrate new Stormwater Bobcat and boom arm mower equipment on November 18<sup>th</sup>. Mr. Coffey stated that staff has researched options for the new safety deposit box. We can wait until next month to make a decision. He recommended inviting General Counsel to the next DOR and Charter Workshop. Board consensus to allow the attorney to attend. He invited residents to attend the Veteran's Ceremony tomorrow and reminded the residents that the Pro Shop will have great Black Friday sales after Thanksgiving.

## **Attorneys Report**

General Counsel gave a status update on the Guinther vs. Barefoot Bay case heard on October 31, 2016. At the hearing, Judge Maxwell requested that the parties submit a Memorandum of Supplemental Authority by November 9, 2016. Judge Maxwell indicated that he would review the Memorandum submitted in advance of issuing any ruling in the case. Should you have any questions or concerns, regarding the Memorandum of Supplemental Authority and Argument, please feel free to contact me. Otherwise, he will advise once a ruling is rendered by the Court.

## **Trustee Liaison Report**

Mr. Klosky reported on the ARCC meeting. The ARCC met on November 1, 2016 and 42 applications were presented and approved. The next ARCC meeting is on November 15, 2016 in the lounge at 9AM. The Violations Committee met on October 28, 2016 and 20 cases were on the agenda. Six properties came into compliance and 14 properties were found in violation. The Violations Committee met this morning Nov 10<sup>th</sup> with 12 cases on the agenda. Nine properties were found in violation. The next meeting of Violations Committee is December 9th at 10AM in D/E.

Mr. Lavier shared the Property Services report.

- Trenched and installed more piping for the security cameras at the playground
- Drilled and set 15 new poles also hung the screens at the golf course
- Cleaned up debris at the beach
- Set up for veterans day ceremony
- Mulched The beds in front of building A
- Replaced the seats on the bar stools at the 19th Hole. The lounge will be replaced next week
- Ordered and installed new shed for the holiday materials storage
- Ordered and installed 5 new tables with chairs and umbrellas for Pool 1
- Ordered and set up 2 new poker tables in Building C. Two more coming soon.

Mr. Lavier read the golf report. The over seeding is complete. The Golf Fore Tots Tournament is this Saturday and Sadie Hawkins November 16<sup>th</sup>. December 2<sup>nd</sup> is second annual Night Golf. The golf



# BAREFOOT BAY RECREATION DISTRICT

netting is now replaced and reminded residents that on November 24<sup>th</sup> the golf course closes at 2PM for Thanksgiving.

Mr. Cavaliere reported the Finance Committee will meet with Oculina Bank and Wells Fargo at the next meeting on November 3, 2016 1:30PM in Building D.

Mr. Diana thanked the Veterans for their service and wished everyone a Happy Thanksgiving.

Ms. Wright November 17<sup>th</sup> in Building E at 2Pm is hearing ideas on capital projects. November 15<sup>th</sup> at 1PM in Building D/E is the next DOR and Charter committee. She thanked the Veterans for serving, and also thanked staff and residents.

Wilma Weglein reported that Trunk or Treat was a success and thanked Lee Wright and Ann Manzo for judging the costume contest. There were four awards this year. SS Chamberlain from PAFB will be on hand at the next HOA meeting on November 11, 2016 7PM. She invited everyone to attend.

Thanksgiving dinner tickets are on sale for \$12.

## **Incidental Trustee Remarks**

Mr. Klosky announced the Christmas Parade will be on December 4, 2016 starting at Building D/E. Anyone interested in helping or joining please contact Mr. Klosky or leave a message for Mr. Klosky at the Administrative office in Building F. He read a letter from Kathy Fortier thanking the Board for allowing the Craft Club to have their recent Craft Fair. The Craft Club donates proceeds to local Charities and also for Thanksgiving Dinner for shut ins.

## **Audience Participation**

Mr. Harold Wortman congratulated the three incumbents that were elected and hoped we could go forward with great ideas for the Bay. He voiced his support of the Board and for the HOA.

## **Adjournment**

The next meeting will be on December 9, 2016 at 1PM in Building D/E.

*Mr. Cavaliere made a motion to adjourn. Second by Mr. Lavier. Motion carried unanimously.*

Meeting adjourned 3:45PM.

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Steve Diana, Secretary

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Dawn Myers, District Clerk

## Board of Trustees Meeting Agenda Memo

Date: Jan. 24, 2017

**Title: Purchase of Tax Deed at 2/23/2017  
Brevard County Tax Deed Sale**

Section & Item: 9E

Department: Resident Relations

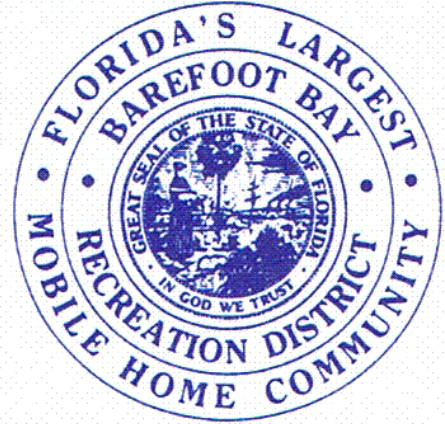
Fiscal Impact: TBD (FY17 Budget of \$10,668.68)

Contact: Susan Cuddie, Resident Relations  
Manager; or John W. Coffey,  
Community Manager

Attachments: Violations, aerial map, minimum bid and  
pictures

Reviewed by  
General Counsel: N/A

Approved by:



### Requested Action by BOT

Consideration of bidding to purchase the tax deed for 944 Pecan Circle.

### Background and Summary Information

- The property at 944 Pecan Circle has been in violation on numerous occasions. The neighbors frequently complain about the condition of the property and the late night activity.
- There is one vacant lot on one side of this home, and three vacant lots on the other (see attached aerial view). If this property was purchased, and the home removed, it would be an opportunity to have a positive impact on the value of neighboring properties.
- This property will be available at the February 23, 2017 Brevard County Deed Sale. The approximate cost to purchase and remove the home is:

11,616.28	Minimum bid
942.22	2016 outstanding taxes
3,000.00	approximate cost to have the home removed
650.00	approximate cost for asbestos survey
<u>16,208.50</u>	

- This home is currently occupied. There may be an additional cost to evict the current owners.

Although the current line-item budget of "Removal of Undesirable Homes" is currently \$10,668.68, the BOT can expect additional funding once the lot on Hyacinth sells and/or could use available R&M/Capital contingency to fund the purchase.

Staff recommends the BOT approve one of the following:

1. Authorize staff joining the online auction to purchase the tax deed for 944 Pecan Circle and to enter a maximum bid not to exceed a specific amount.
2. Other direction.

Parcel #: 0884  
944 PECAN CIR  
BAREFOOT BAY FL 32976

Property		Files	Permits	Licenses		Inspections	Violations	Documents	Notes
File #		Status	Open Date	Close Date		Disposition	Violation Code	Description	
17-000155		Open	01/17/2017				ARTICLE III, SECT. 4 (A) (B) (C) (D)	Pets	
17-000061		Open	01/07/2017				ARTICLE III, SECT. 3 (A) (B) (C) (D) (E)	Parking of Vehicles (Boats/Trailer/RV/Comm. Vehicles)	
16-004574		Closed	12/02/2016	12/02/2016			ARTICLE III, SECT. 3 (A) (B) (C) (D) (E)	Parking of Vehicles (Boats/Trailer/RV/Comm. Vehicles)	
16-003541		Open	09/27/2016				ARTICLE III, SECT. 2 (A) Lawn & Landscape General Maintenance	Condition of Prop. (A) Landscape (Gen. Maintenance)	
16-003542		Open	09/27/2016				ARTICLE III, SECT. 2 (C)	Condition of Prop. (C) Unauthorized items Occupied	
16-003543		Closed	09/27/2016	10/22/2016			ARTICLE III, SECT. 2 (A) Lawn and Landscape Recurring Maintenance	Condition of Prop. (A) Lawn & Landscape (Recurring Mtnc.)	
16-002587		Closed	07/18/2016	08/09/2016			ARTICLE III, SECT. 2 (A) Lawn & Landscape General Maintenance	Condition of Prop. (A) Landscape (Gen. Maintenance)	
16-001485		Closed	04/14/2016	04/20/2016			ARTICLE III, SECT. 2 (C)	Condition of Prop. (C) Unauthorized items Occupied	
16-001247		Closed	03/23/2016	03/23/2016			ARTICLE III, SECT. 2 (C)	Condition of Prop. (C) Unauthorized items Occupied	
16-001089		Closed	03/09/2016	03/15/2016			ARTICLE III, SECT. 3 (A) (B) (C) (D) (E)	Parking of Vehicles (Boats/Trailer/RV/Comm. Vehicles)	
16-000940		Closed	03/02/2016	03/02/2016			ARTICLE III, SECT. 2 (C)	Condition of Prop. (C) Unauthorized items Occupied	
16-000958		Closed	03/02/2016	03/09/2016			ARTICLE III, SECT. 3 (A) (B) (C) (D) (E)	Parking of Vehicles (Boats/Trailer/RV/Comm. Vehicles)	
16-000939		Closed	03/01/2016	03/23/2016			ARTICLE II, SECT. 3 (A)(15)	ADIR (Lamp Post)	
15-003789		Closed	12/16/2015	01/11/2016			ARTICLE III, SECT. 2 (A) Lawn & Landscape General Maintenance	Condition of Prop. (A) Landscape (Gen. Maintenance)	
15-000122		Closed	02/22/2015	05/05/2015			ARTICLE III, SECT. 2 (C)	Condition of Prop. (C) Unauthorized items Occupied	



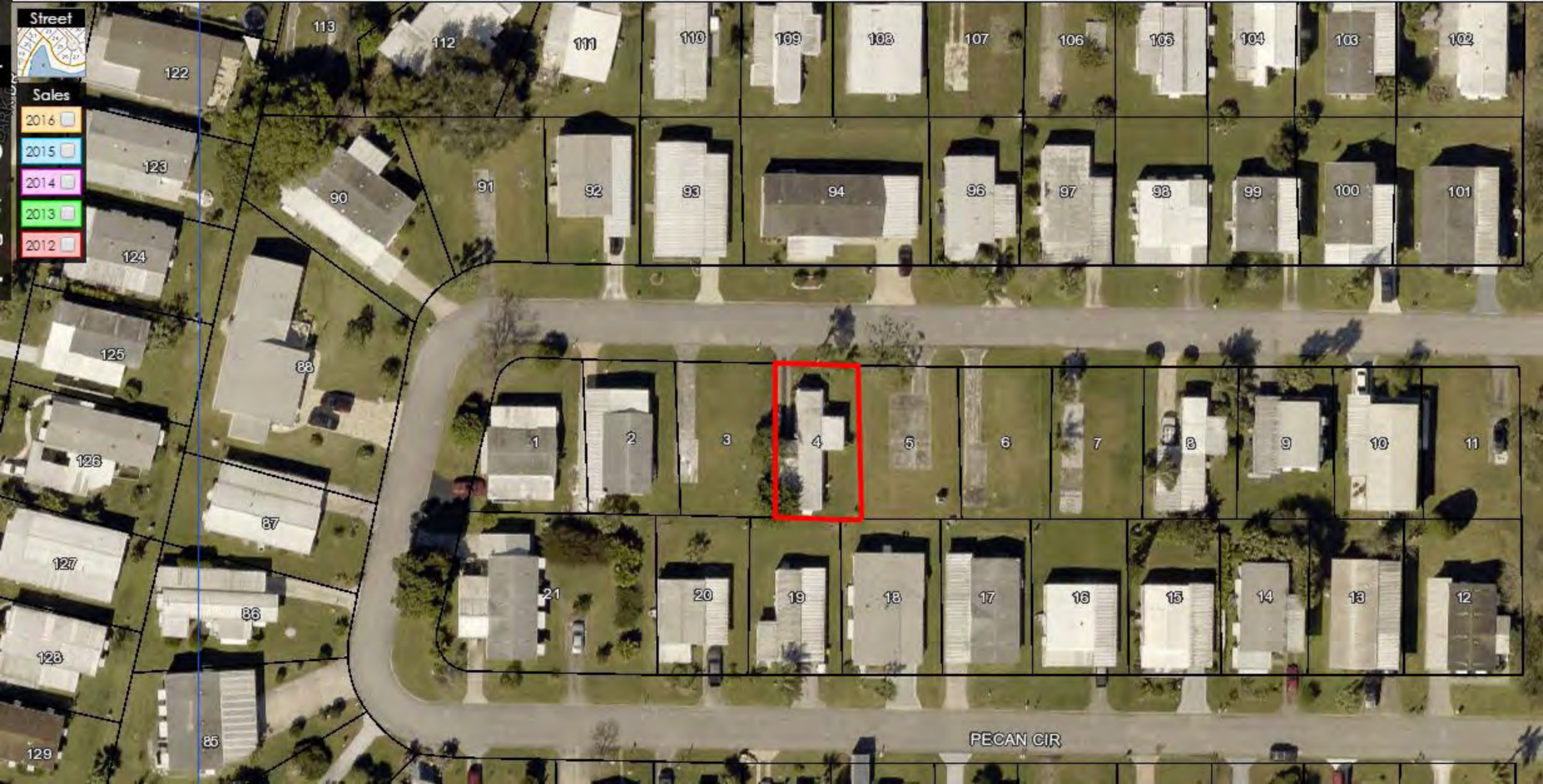






Photo: Unauthorized Items - 7 Days - Comply by Nov. 17, 2016

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Date Taken:09/27/2016  
Address:944 PECAN CIRCLE

Taken by:Thomas O'Donnell  
Case Number:16-003542



Photo:

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Date Taken:03/02/2016  
Address:944 PECAN CIRCLE

Taken by:Thomas O'Donnell  
Case Number:16-000940





Photo: 944 Pecan truck

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Date Taken:01/07/2017  
Address:944 PECAN CIRCLE

Taken by:Stephane Fecteau  
Case Number:17-000061



<u>Status:</u>	SALE
<u>File Number:</u>	160683
<u>Property Description:</u>	TWP-30 RG-38 SC-10 SB-JU BLK-117 LOT-4 BAREFOOT BAY UNIT 2 PART 12 LOT 4 BLK 117 PLAT BOOK 0022 PAGE 0079
<u>Applicant:</u>	5T WEALTH PARTNERS LP
<u>Assessed To:</u>	JANINE R LOSIEWICZ
<u>Certificate Number:</u>	201414030
<u>Issue Date:</u>	05/31/2014
<u>Outstanding Assess:</u>	SUBJECT TO 2016 TAXES, HOMESTEAD
<u>Minimum Bid:</u>	\$11,616.28

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## Board of Trustees Meeting Agenda Memo

Date: Jan 24, 2017

**Title: DOR Violation  
16-004634 927 Wren**

Section & Item: 9F

Department: Resident Relations

Fiscal Impact: \$

Contact: Susan Cuddie, Resident Relations  
Manager; or John W. Coffey,  
Community Manager

Attachments: Findings of Fact and Notice of Hearing;  
Photos

Reviewed by  
General Counsel: N/A

Approved by:



### Requested Action by BOT

To consider the Violations Committee's finding and recommendation to bring an action of legal, equitable or other appropriate action with failure to comply. If the Board of Trustees brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents account and shall constitute a lien.

### Background and Summary Information

- The Violations Committee met on 1/13/17 and found ARTICLE III, Sect. 11 (C) Exterior Maintenance.
- Staff has signed Affidavit of Notices, First Class and Certified mailing of Order of Finding and Recommended Order and Notice of Hearing and Affidavit of Non-Compliance.
- There are 4 years taxes due in the amount of \$4,640.16.

Staff recommends the BOT approve the recommended curative action plan removing all loose material from the home and property.

**BAREFOOT BAY VIOLATIONS COMMITTEE  
BREVARD COUNTY, FLORIDA**

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 16-004634

#5102/16-004634

WESTENDORF, DAVID P,

927 WREN CIR

BAREFOOT BAY, FL 32976

Respondent(s),

**VIOLATIONS COMMITTEE FINDINGS OF FACT AND RECOMMENDED ORDER**

**AND**

**NOTICE OF DISTRICT HEARING**

THIS CAUSE having come on for the public hearing before the Violations Committee on 01/13/2017 after due notice to the Respondent and the Violation Committee having heard testimony under oath and receiving evidence, thereupon issues this Finding of Fact and Recommended Order as follows:

- A. The Respondent(s) WESTENDORF, DAVID P, et. al. is/are the owner(s) of that certain parcel of real property located at 927 WREN CIRCLE , Barefoot Bay, FL 32976 (the "Property")
- B. Based upon the testimony heard and the evidence presented, the Violation Committee concluded that there is a violation of ARTICLE III, SECT.11, Exterior Maintenance, Screen room is collapsed

**ORDER**

Based upon the foregoing finding of fact and recommended order, it is  
**ORDERED AND ADJUDGED THAT:**

1. Respondent(s) shall by January 16, 2017 come into compliance with the violation cited herein by removing the collapsed screen room.
2. Should the Respondent(s) fail to comply with this Recommended Order by January 16, 2017 the Respondent(s) is advised that the matter will be forwarded to the Board of Trustees with the Violation Committee's findings and recommendations along with a status report from DOR Enforcement Staff for the Board of Trustees to make a determination as to whether to proceed with legal action. Based on the nature of the violation found to exist in this matter, should the violation not be corrected within the time provided herein, the Violations Committee does recommend legal or equitable action, or other appropriate action, be taken by the Board of Trustees.
3. The Respondent is further advised that he/she shall contact the DOR staff and schedule an inspection to confirm the compliance with this Order has been achieved. Upon compliance, an Order of Compliance shall be issued by the Violations Committee and the Respondent shall be deemed in compliance with the violation(s) cited herein.
4. The Respondent(s) are further advised that should a repeat violation occur, the Respondent(s) will not be given notice to cure and will be brought before the Violations Committee.

**DONE AND ORDERED** this 01/13/2017 at Barefoot Bay Recreation District Brevard County, Florida.

Violations Committee of the Barefoot Bay  
Recreation District Brevard County, Florida

  
M. Joy Liddy, Chair

Al Grunow, Vice Chair



**BAREFOOT BAY RECREATION DISTRICT  
BREVARD COUNTY, FLORIDA**

**NOTICE OF HEARING  
OF  
FINDINGS OF FACT AND RECOMMENDED ORDER ISSUED BY THE VIOLATIONS  
COMMITTEE**

Pursuant to Resolution 2008-1 of the Board of Trustees of The Barefoot Bay Recreation District adopted the 22nd day of January, 2008; Section 7: Enforcement Procedure.

**Notice** is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **7:00 P.M.** on **January 24, 2017** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

**The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee.** The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

**IF ANY INDIVIDUAL WISHES TO APPEAL ANY DECISION MADE BY THE BOARD OF TRUSTEES WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, A VERBATIM RECORD OF THE PROCEEDING WILL BE REQUIRED, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED SUCH PERSON MUST PROVIDE A COURT REPORTER, COURT STENOGRAPHER OR OTHER METHOD ACCEPTABLE TO A COURT OF LAW TO PROVIDE FOR SUCH VERBATIM RECORD; THE DISTRICT DOES NOT PROVIDE SUCH RECORD (FS 286.0105).**

**THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 772-664-4722.**

**January 13, 2017**

Deed of Restrictions STAFF



Exterior Maintenance - Screen Room - 14 Days - Comply by Jan. 27, 2017

Thomas O'Donnell

Jan 06, 2017



Thomas O'Donnell  
Dec 08, 2016

# Barefoot Bay Recreation District

## Violations Committee

"Recommended Curative Action Plan"

Resolution 2013-05

Case no: 16-004634

Address: 927 WREN CIRCLE

Acct# 5102

Debris

<b>A. Occupation Status of Property:</b> Vacant
<b>B. Recommended proposed secured relocation/storage area <u>on</u> property:</b> X
<b>C. Recommended proposed secured relocation/storage area <u>off</u> property:</b>
<b>D. Recommended abatement agent:</b> District Management

Project Milestone	Date Estimate
Project Start Date	01/20/2017
Project End Date	01/20/2017

Property Services	Case # 16-004634	Customer # 5102	
Service Rendered: Dump Truck and Driver	Unit Price: \$75.00	Hours: 10	Line Total: \$750.00
Service Rendered: Laborer	Unit Price: \$20.00	Hours: 20	Line Total: \$400.00
Service Rendered: Laborer	Unit Price: \$20.00	Hours: 20	Line Total: \$400.00
Service Rendered:	Unit Price:	Hours:	Line Total: \$0.00
	Unit Price:	Hours:	Line Total: \$0.00
		Disposal of Debris:	\$50.00
		Disposal of Tires:	
		<b>Total</b>	<b>\$1,600.00</b>

This is a quotation on the goods or services named, subject to the conditions. Such conditions may include but not limited to whether the property is occupied.

Approved by

\_\_\_\_\_  
M.Joy Liddy, Violations Committee Chair

I certify that the above mentioned property was abated by property services on \_\_\_\_\_. (Initials) \_\_\_\_\_





Photo: Exterior Maintenance - Screen Room - 14 Days - Comply by Jan. 27, 2017

Date Taken: 01/06/2017  
Address: 927 WREN CIRCLE

Taken by: Thomas O'Donnell  
Case Number: 16-004634

## Board of Trustees Meeting Agenda Memo

Date: Jan. 24, 2016

**Title: DOR Amendment Ballot Questions**

Section & Item: 9G

Department: Resident Relations: DOR Enforcement

Fiscal Impact: N/A

Contact: Sue Cuddie, Resident Relations Manager; or John W. Coffey, Community Manager

Attachments: Draft DOR Amendment Questions

Reviewed by  
General Counsel: N/A

Approved by:



### Requested Action by BOT

Review of Draft DOR Amendment Ballot Questions

### Background and Summary Information

For the past several months, the DOR and Charter Review Advisory Committee (DOR&CRAC) has reviewed the DOR and proffered proposed changes. On 15Nov16, the BOT reviewed the proposed changes and instructed the DOR&CRAC to develop specific questions to address the proposed changes.

General Counsel Repperger is in the process of reviewing the proposed questions and will be ready to discuss them at the meeting.

District Clerk Myers is researching mail out and counting options and costs and will attempt to gather the information and disseminate it to the BOT prior to the meeting.

Staff anticipates the final version of the DOR amendment ballot questions, resolution and cost to be placed on the 10Feb17 agenda.

Staff requests direction regarding this matter.



**DRAFT 4 01/03/17**

**BALLOT QUESTION NO. 1:**

Statement of Purpose

Adds a Statement of Purpose to the Deed of Restrictions.

**EFFECT OF A YES VOTE**

A “yes” vote will add a statement to precede Article I to clearly define the purpose of the Deed of Restrictions.

The new section will read as follows:

**STATEMENT OF PURPOSE**

The purpose of the Deed of Restrictions (DOR) of the Barefoot Bay Recreation District (BBRD) is twofold:

1. To ensure proper use and appropriate development and/or improvements of each residential Lot of Barefoot Bay and the community as a whole: and,

2. To ensure that any such use, development or improvement is aesthetically compatible with other homes, protecting the value and desirability of all property in Barefoot Bay.

**BALLOT QUESTION NO. 2:**

Definitions

Adds three new definitions to Article I to include the Architectural Review and Control Committee, the Board of Trustees, and Guidelines for Use by the Architectural Review and Control Committee.

**EFFECT OF A YES VOTE**

A “yes” vote will add three definitions to the four definitions already listed in order to clarify terms used in the DOR.

(Note: If approved the drafters intend these items to become Section 1, Section 3, and Section 4. Existing definitions will be renumbered.)

The newly added definitions will read as follows:

Section 1. *“Architectural Review and Control Committee” (ARCC) shall mean and refer to the Committee established to promulgate regulations and enforce provisions of the Amended and Restated Deed of Restrictions (DOR) of the Barefoot Bay Recreation District.*

Section 3. *“Board of Trustees” (BOT) shall mean and refer to the governing body of the Recreation District as defined in the Charter and in accordance with Chapter 83-204 of the Florida Statutes.*

Section 4. *Guidelines for Use by the Architectural Review and Control Committee” (ARCC Guidelines) shall mean and refer to the document used by ARCC in reviewing and approving applications for construction of homes or alterations to the exterior of homes in Barefoot Bay Recreation District . This document shall be amended and updated to ensure compatibility with the DOR.*

### **BALLOT QUESTION NO. 3;**

Reorganization of the ARCC, Voting Members, Term Limits, and Conduct of Business

Amends Article II Section I to reorganization the ARCC to be consistent with other Advisory Committees in the Recreation District. It identifies voting members, term limits, and sets guidelines for the conduct of business.

#### **EFFECT OF A YES VOTE**

A “yes” vote will make the following changes: 1.) The Board of Trustee member will become a Liaison and will no longer Chair or have a vote on the Committee. 2.) The appointed staff member will continue to be Secretary to the Committee but will no longer have a vote. 3.) Two of the five members will be recommended by the BOT and three of the five members will be recommended by the HOA. All recommendations will be approved by the BOT. 4.) Members will no longer serve indefinitely, but will hold three year terms. 5.) Each year the Committee will elect a Chair and a Vice Chair from among its membership.

The amended Article II Section 1 will read as follows:

#### **Section 1. Architectural Review & Control Committee.**

An Architectural Review & Control Committee (ARCC) shall be established to enforce the provisions of this article. The ARCC shall consist of five (5) members, who shall be appointed as follows:

(A) The Board of Trustees of the Recreation District shall appoint a Member of the Board of Trustees to serve as Liaison to the ARCC.

(B) Five voting members of the ARCC shall be recommended as follows: Two (2) by the Board of Trustees and three (3) by the Association, all of whom shall be Lot owners. Appointments shall be approved by the Board of Trustees.

(C) Two (2) alternates shall be appointed as follows: One (1) by the Board of Trustees and one (1) by the Association, who shall both be Lot owners. Alternates shall only be permitted to vote when needed to establish a quorum as provided in the ARCC rules and procedures. If needed, the Chairman of the ARCC shall designate which alternate shall vote on any item.

~~(D)~~ The Community Manager shall assign a Recreation District employee to serve as support staff responsible for the recording of notes and drafting of minutes. The Resident Relations Department shall retain original copies of all minutes and handouts from the meetings and shall publish an agenda seven (7) days prior to each meeting.

(E) Upon acceptance of this amendment, ARCC members will be appointed by the Board of Trustees as follows: one (1) member to a one (1) year term; two (2) members to a two year term; and two (2) members to a three (3) year term. At the expiration of the initial terms, new members will be recommended to the Board of Trustees by the Board Liaison for a term of three (3) years. If a member resigns or otherwise vacates his/her seat before the expiration of his/her term, a new member will be recommended to the Board of Trustees by the Board Liaison to fill the open seat and serve the balance of the unexpired term.

(F) Quorum and Conduct of Business

1. In order to conduct the business of the committee, a quorum must be present. A quorum will exist when a simple majority of three (3) voting members are present. A simple majority of those present is needed to pass a vote.

2. The ARCC shall hold an organizational meeting each year as soon after January 1 as is practicable. The ARCC shall select a Chairman and a Vice-Chairman from among its membership at the organizational meeting. The Vice-Chairman will chair the meeting when the Chairman is absent.

3. Each member of the Committee shall have one (1) vote on each permit application.

4. The ARCC may also adopt such rules and procedures as it may deem to be appropriate for the conduct of its business; provided, however, that such rules may not be inconsistent with the provisions of this article.

**BALLOT QUESTION NO. 4:**

Adds information to Article II Section 2 regarding where the requirements for approval by ARCC are listed and where they are available.

EFFECT OF A YES VOTE

A “yes” vote will place this information in the DOR.

Amended Article II Section 2 will read as follows:

The ARCC shall have the authority to promulgate regulations relating to all construction and landscaping for lots within Barefoot Bay. Such regulations may, without formal amendment of this Deed of Restrictions, be created, amended, modified, altered or changed by a majority vote of the ARCC, provided, however, that notice of any such amendment, modification, alteration or change to the regulations shall be given in writing to the Recreation District as soon as practicable after adoption thereof by the ARCC. A copy of Guidelines for Use by the Architectural Review and Control Committee (ARCC Guidelines), any such amendment, modification, alteration or change to such a regulation shall be maintained online at the official Recreation District website as well as in the offices of the Recreation District and shall be made available on request to any interested party upon payment of a reasonable copying fee.

#### **BALLOT QUESTION NO. 5:**

Lamp Post Illumination Requirement.

Amends Article II Section 3 (A)15 to require all lampposts to be illuminated from dusk to dawn for security purposes and in accordance with ARCC Guidelines.

#### **EFFECT OF A YES VOTE**

A “yes” vote will require all lampposts to be illuminated from dusk to dawn whether a home is occupied or not occupied.

Amended Article II Section 3 (A)15 will read as follows:

15. A Lamp Post approved by the ARCC shall be installed in front of all Residences and maintained in operational condition. Said Lamp post shall be illuminated from dusk to dawn in accordance with ARCC Guidelines.

#### **BALLOT QUESTION NO. 6**

Fencing

Amends Article II Section 5 (B) adds powder coated aluminum or steal, vinyl picket, or other ARRC approved materials to the list of approved fencing.

#### **EFFECT OF A YES VOTE**

A “yes” vote will allow the use of powder coated aluminum or steal, vinyl picket, or other ARRC approved materials to the list approved fencing.

The amended Article II Section 5 (B) will read as follows:

**DRAFT 4 01/03/17**

(B.) Where no drainage canals or swales exist along a lot line, permitted fencing shall be limited to chain link, powder coated aluminum or steel, or vinyl picket fencing, or other ARCC approved materials not exceeding four (4) feet in height.

**BALLOT QUESTION NO. 7**

Antennas and Satellite Dishes

Amends Article II Section 6 (A) 1 to allow broadband internet to current programming services.

**EFFECT OF A YES VOTE**

A “yes” vote will allow programming services for broadband internet along with currently approved services.

The amended Article II Section 6 (A)1 will read as follows:

1. *"Reception Antenna"* shall mean any device used for receipt of audio or video programming services, including, but not limited to, broadband internet, direct broadcast satellite services and radio and television broadcast services. A reception antenna which has transmission capability which is designed for the viewer to select or use video programming is a reception antenna within the meaning of this definition, provided that it meets the standards of the Federal Communications Commission ("FCC") for radio frequency emissions. The support structure, cabling, guy wires, conduits, wiring and other accessories necessary for proper installation maintenance and use of a reception antenna shall be considered part of the antenna.

**BALLOT QUESTION NO. 8**

Enforcement of Architectural Control Requirements

This amends Article II Section 7 by taking responsibility for sending any Notices of Violation to Lot owners from ARCC and placing it with the Violations Committee as is the current practice.

**THE EFFECT OF A YES VOTE**

A “yes” vote will document the current practice by transferring the responsibility for correspondence from ARCC to Violations Committee as outlined in Article III Section 13 of the DOR.

The amended Article II Section 7 would read as follows:

(A) The ARCC is to assist in the enforcement of the provisions of Article II of this Instrument . The ARCC shall advise and consult with a designated representative of the Recreation District with respect to apparent or alleged violations of the terms or conditions of Article II of this Instrument and as to the appropriate means to correct or remedy such violations. This subsection shall not be deemed to limit the right of the Recreation District to determine for itself whether such a violation exists and the appropriate remedy for any such violation.

(B)In the event that the Recreation District determines that there is a violation of the provisions of Article II of this Instrument on any Lot in Barefoot Bay, the Recreation District shall give written notice to the Owner and/or Occupant of such Lot in accordance with the process outlined in Article III Section 13 of this instrument.

## **BALLOT QUESTION 9**

Lawn and Landscape

Amends Article III Section 2 (A) by adding a statement that prohibits the placement of landscaping that could present a hazardous condition.

### **EFFECT OF A YES VOTE**

A “yes” vote will add the provision of not allowing the placement of landscaping materials or plantings that may present an inherent danger to people or property.

Amended Article III Section 2 (A) would read as follows:

(A) The lawn and landscaped areas (including all trees, shrubs, and other vegetation) of each lot shall not be neglected and shall be regularly pruned and maintained at the expense of the Owner or Resident of such lot. The lawn and landscaped areas shall be maintained free from all underbrush, excessive overgrowth, all rubbish, and weeds and grass in excess of six inches in height. "Excessive overgrowth" shall mean any vegetation that is not regularly pruned in accordance with common care for such vegetation, or presents an inherent danger in either height, placement or as restricted in ARCC Guidelines. Dead vegetation on any lot is required to be promptly removed.

## **BALLOT QUESTION NO. 10**

Curative Action

Amends Article III Section 2 (D) to expand the areas of violation in which the Recreation District may take remedial action to bring homes into compliance to include lawn, landscape (Section 2), skirting (Section 10), and exterior maintenance of the home (Section 11) and to limit prolonged violation conditions.

### EFFECT OF A YES VOTE

A “yes” vote will allow the Recreation District to take curative action in cases of violations in landscaping, skirting, and exterior maintenance of homes.

Article II Section 2 (D) would be amended to read as follows:

In the event that any lawn, landscaped areas, driveway, carport or home is not maintained in compliance with the requirements of Section 2, Section 10, or Section 11 of Article III, the Recreation District shall have the right to enter upon the lot and take any action reasonably necessary to cause the home and lot to come into compliance with the requirements of subsections (A), (B), and (C) of Section 2, Section 10, or Section 11 of Article III. The expense of such action shall be billed by the Recreation District to the owner, shall be a personal obligation of the owner, and shall be paid by the owner within thirty days after the owner is provided with written notice of such expenses. If payment is not made within the said thirty day period, the expense in question shall be and become a lien upon the said lot until paid, which lien shall have priority as of the date of recording of a notice thereof in the public records of Brevard County; provided, however, such lien shall not be superior to the lien for county taxes or the lien for the Recreation District's assessments and maintenance fees. The sum so due to the Recreation District may be collected by either an action of law, or the Recreation District shall have the right at its discretion to proceed to foreclose the above-described lien. In the event of such litigation, the Recreation District shall have the right to recover the costs thereof including a reasonable attorney's fee.

### BALLOT QUESTION NO. 11

Recreation Vehicle, Boats, Trailers, Parking

Amends Article III Section 3 ( C ) 1 to list all exceptions to Parking of Vehicles. Paragraph 1 repeals the 48 continuous hour parking rule and creates regulations for parking between the hours of 7:00 am and 10:00 pm. Permission to park such vehicles for extended time may be granted by the Recreation District with prior notice by the resident.

### EFFECT OF A YES VOTE

A “yes” vote will allow residents to park R Vs, boats, personal water craft, utility trailers, or boats mounted on trailers on a lot between the hours of 7:00 am and 10:00 pm for the reasons listed. However, should extenuating circumstances require an extended time, this amendment allows residents to notify Resident Relations for approval.

Article III Section 3 ( C ) 1 will be amended to read as follows:

( C ) Exceptions to the foregoing sub-paragraphs of this section:

A recreation vehicle, boats, personal water craft, utility trailers, or boats mounted on trailers may be parked in the driveway on a lot for purposes of cleaning, loading, unloading, and preventative maintenance between the hours of 7 am and 10 pm. Due to extenuating circumstances , consent may be

given by BBRD upon prior notice by the resident, to allow such vehicles to park in the driveway overnight.

## **BALLOT QUESTION NO. 12**

### Commercial Vehicle Parking

Creates a new section Article III Section ( C ) 2 to allow certain commercial vehicles to be parked on a residential Lot if it is the sole means of transportation of the occupant of that lot and is kept in a garage or fully covered under the carport. No visible signage, equipment or materials are to be visible when parked.

### EFFECT OF A YES VOTE

A “yes” vote would allow one commercial vehicle which is the sole means of transportation of the occupant to be parked in a garage or fully under a carport on the Lot. No signage, equipment or materials are to be visible when parked.

The newly created Article III Section 3 ( C ) 2 will read as follows:

2. A commercial vehicle is defined for the purposed of this Document as any passenger and/or non-passenger vehicle designed, used, or maintained primarily for the conduct or operation of a business. Only one pick-up truck, passenger van or cargo van used for commercial purposes, which is the sole means of transportation of the resident of the lot, must be kept in a garage or fully parked under a carport with visual buffering as may be approved by ARCC. The vehicle may not have signage, equipment or materials visible when parked.

## **BALLOT QUESTION NO. 13**

### Allowance of Contractor Signs and Removal Date of such Signs

Amends Article III Section 6 (A) to include signs advertising a contractor working on the property. It also limits the amount of time that signs can be displayed.

### EFFECT OF A YES VOTE

A “yes” vote will allow contractors to place signs while they are working on a property. In addition this amendment establishes that all signs as defined in this section shall be removed within a specified period after the event.



The amended Article III Section 6 (A) will read as follows:

(A) Not more than one sign having a maximum area of 6 square feet may be used to advertise a Lot "for sale" or "for rent", or advertise a contractor working on the property, or to express political views or support. Any such sign shall be made of wood, plastic, or metal and shall be maintained in good repair, free of faded or peeling paint or other material. Such signs shall be removed no more than two weeks after the event.

#### **BALLOT QUESTION NO. 14**

Authorization of Permanent Signs Indicating Security Inspection or Security System

Creates a new section Article III Section 6 ( C ) allowing the placement of signs regarding security inspection or presence of a security system to be permanently displayed on the property.

#### **EFFECT OF A YES VOTE**

A “yes” vote will add an exception to Article III Section 6 restriction on signage. It will allow security signs to be permanently displayed on the property and will not be counted in the limitation set forth in paragraph (A) of that section. The newly created paragraph (C) will also be referenced in the following paragraph (D). (Note: If approved the remaining items will be renumbered.)

The newly created Article III Section 6 ( C ) will read as follows:

( C ) Signs displayed in front of or attached to the home having a maximum area of one (1) square foot indicating Brevard County Security Inspection and/or signs provided by the vendor of a home security system shall be allowed. Furthermore they shall not be counted in the limitation set forth in paragraph A of this Section.

~~(C)~~ (D) Except as provided in subsections (A), (B), and ( C ) of this section, no sign of any kind shall be displayed on any residential Lot in Barefoot Bay.

#### **BALLOT QUESTION NO. 15**

Temporary Portable or Free-standing Structures

Creates a new Section 13 to be added to Article III stating that temporary, portable, or free-standing structures that are installed for longer than 48 hours are prohibited unless an application is made to and approved by ARCC.

### EFFECT OF A YES VOTE

A “yes” vote would prohibit temporary, portable, or free-standing structures installed for more than 48 hours unless it is approved by ARCC. Such structures that are installed for less than 48 hours due to a special event are not included in this restriction. (Note: If approved the remaining Sections will be renumbered.)

The newly created Article III Section 13 will read as follows:

Temporary, portable, or freestanding structures that are installed for longer than 48 hours are prohibited unless an application is completed, submitted to, and approved by ARCC.

### **BALLOT QUESTION NO. 16**

#### DOR Statement of Violation and Notice of Hearing

A recommendation to define in Article III Section 13 (B) action of DOR Enforcement to provide a Statement of Violation for infractions and a Notice of Hearing when such infractions are not corrected. It also requires such notices to be delivered in any one (1) of the three (3) described methods as recommend by DOR Enforcement. This also allows Recreation District Management to determine “reasonable time” according to the situation and pursuant to written policy.

### EFFECT OF A YES VOTE

A “yes”vote clarifies the steps required to provide a Statement of Violation and, if not corrected, a Notice of Hearing to follow. Such Statement or Notice will be delivered in any one of three possible methods and shall be deemed sufficient notice. A yes vote also regulates reasonable time to correct violations. In addition, a yes vote will use standard numbers in place of Roman numerals for document consistency.

The amended Article III Section 13 (B) will read as follows:

(B) Statement of Violation and Notice of Hearing. In the event that the Recreation District determines that there is a violation of the provisions of this Instrument on any Lot in Barefoot Bay, the Recreation District shall give a Statement of Violation and a Notice of Hearing to the Owner or Occupant of such Lot specifying the nature of such violation and giving the Lot Owner or Occupant a reasonable time, as determined by Recreation District management and pursuant to current written Recreation District policy, to cure or correct such violation. Such Statement of Violation and Notice of Hearing shall be deemed to be sufficient if it is~~(H) (1)~~ delivered personally to the occupant of the Lot or the record Owner of the Lot as shown on the Brevard County Tax Rolls, or ~~(H) (2)~~ mailed by certified U.S. Mail, return receipt requested, to the Occupant of the Lot at the address on which the violation exists, or ~~(H) (3)~~ mailed by certified U.S. Mail, return receipt requested, to the address of the Owner as shown on the Brevard County Tax Rolls.

## **BALLOT QUESTION NO. 17**

### Availability of Documents

Creates a new Article V Section 5 to include availability and location of all documents referenced in the DOR.

### EFFECT OF A YES VOTE

A “yes” vote will add a new Section, Article V Section5, to inform residents as to the availability of all documents referenced in the DOR.

The newly created Article V Section 5 will read as follows:

All documents referenced in the DOR are available online at the official website of the Barefoot Bay Recreation District or at District Administrative offices upon payment of a reasonable copying fee.

## **BALLOT QUESTION NO. 18**

### Correction of Spelling/Grammatical Errors

Allows for the correction of spelling/grammatical errors that were found during the review of the DOR

### EFFECT OF A YES VOTE

A “yes” vote will allow for the correction of spelling/grammatical errors in the DOR be made without requiring a vote of Lot owners.

## Board of Trustees Meeting Agenda Memo

Date: Jan. 24, 2017

**Title: Facilities Planning Advisory  
Committee Recommendation: Beach  
Site Plan**

Section & Item: 9H

Department: R&M/Capital

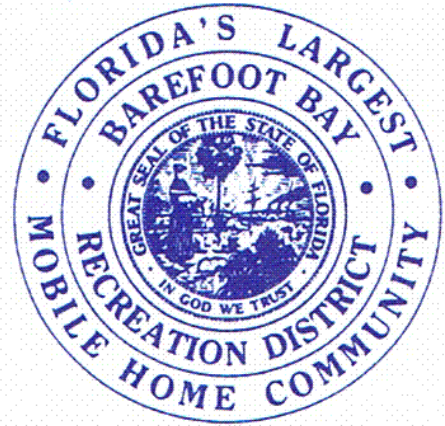
Fiscal Impact: N/A

Contact: Dawn Myers, District Clerk; or John W.  
Coffey, Community Manager

Attachments: Draft Beach Site Plan

Reviewed by  
General Counsel: N/A

Approved by:



### Requested Action by BOT

Approval of recommended site plan and authorization to proceed with Coastal Partnership Initiative (CPI) grant program

### Background and Summary Information

In August 2016 BBRD was awarded a \$60,000 CPI 50% reimbursable grant.

On 16Aug16, BBRD hosted a town hall style meeting to provide a design team with community priorities for the development of a conceptual site plan and cost estimates of specific projects. The following is the number of votes each item received, thereby illustrating priority.

<u>Active Recreation Projects</u>		<u>Support projects</u>	
Large Pavilion	27	Electronic access gate	42
Natural trail	23	Non-paved parking spots	41
Educational signage	19	Restrooms	38
Multiple pavilions	9	More natural look	37
Exercise points	4	Security/CCTV cameras	32
Pavilion with water and electricity	2	Maintain tent camping use	24
Volleyball courts	2	Keep it simple	21
Miniature golf	2	Eliminate RV/camping	10
Basketball courts	1	Designated RV hookup spots	3
		Paved parking spots	0
		Leave it alone	0

On 27Sep16, the BOT authorized Chairman Klosky to sign the Coastal Partnership Initiative \$60,000, 50% match grant agreement. Said grant is based on specific projects and deviation from said list will require BBRD to submit a grant modification proposal prior to proceeding with projects. All projects within the CPI grant funded program must be completed by 30Jun17 (a 6 month extension is possible but not guaranteed).

Staff received information from the grant writer that FDEP officials have indicated the electronic access gate would not be approved and suggested BBRD revise the modification request to include other elements to total

the maximum \$60,000. Staff submitted the following revised list to FDEP on 6Jan17. Later staff was informed that the walking trail would require a 60 day federal review, and thereby delay commencement of the program. Hence, staff submitted the following revised list.

<b>2nd Revised CPI Modification Requested Scope of Work</b>	
Signage (required)	1,500
Exotic removal and landscaping	7,000
Berm (landscaped along A1A)	20,000
Security cameras	13,500
Non-paved parking spots	8,000
Educational signage	2,000
Design	8,000
<b>Total</b>	<b>60,000</b>

Before staff can proceed with the projects, a finalized site plan must be submitted to FDEP for approval. The Facilities Planning Advisory Committee (FPAC) is scheduled to meet on 19Jan17 to review the attached conceptual site plan, modify it as needed and forward a recommendation to the BOT. Due to the timing of the FPAC meeting and the publication of this agenda item, the inclusion of the FPAC recommendation is not possible. Once the FPAC makes a recommendation, a copy of their recommended site plan will be forwarded to the BOT and posted on [www.bbrd.org](http://www.bbrd.org).

Staff recommends the BOT adopt a final site plan for the beach and authorize staff to proceed with CPI related projects.



# Manager's Report



## **Barefoot Bay Recreation District**

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

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

**Memo To:** Board of Trustees

**From:** John W. Coffey, Community Manager

**Date:** January 24, 2017

**Subject:** Manager's Report

### District Clerk

1. Due to the one business day turnaround from the last BOT meeting, there is nothing to report at this time (date of publication 17Jan17). Updates will be provided at the 24Jan17 BOT meeting.
2. Additionally, draft minutes from the 13Jan17 meeting will not be available before the 24Jan17 meeting due to the short turnaround, but will be a part of the 10Feb17 agenda package (along with the 24Jan17 draft minutes).



# Attorney's Report

# Trustees Liaison Reports

# Incidental Remarks from Trustees

# Audience Participation

# Adjournment