

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

Tuesday, March 28, 2017

7:00 PM

1225 Barefoot Boulevard, Building D/E



BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting
Tuesday, February 28, 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
 - A. February 28, 2017
 - B. March 10, 2017
6. Treasurer's Report
7. Audience comment on Agenda Items
8. Unfinished Business
 - A. Stormwater Project Bids Discussion
9. New Business
 - A. DOR Violations
 - i. 526 PERSIMMON DRIVE 16-003693
 - ii. 526 PERSIMMON DRIVE 16-000254
 - iii. 526 PERSIMMON DRIVE 16-000355
 - B. Moratorium on Outside Vendors Serving Food in BBRD Facilities
 - C. Moratorium on Formation of New Clubs and Organizations
 - D. Banking RFP award
 - E. Kitchen Design Award of Contract
 - i. Building A
 - ii. 19th Hole
 - F. Beach Grant Project, Phase I Award of Contract
 - G. Pool #1 Walkway Roof Replacement Award of Contract
 - H. 19th Hole A/C Replacement Award of Contract
 - I. Revised Rules for BOT
 - J. Revised Policy Manual
 - K. Bldg. A Roof Replacement RFP Evaluation Committee Selection/Announcement
 - L. SDS Contract Extension Discussion
 - M. DOR Legal Fee Waiver Request 453 Egret Circle
10. Manager's Report
11. Attorney's Report
12. Committee/Liaison Reports
13. Incidental Trustee Remarks
14. Audience Participation

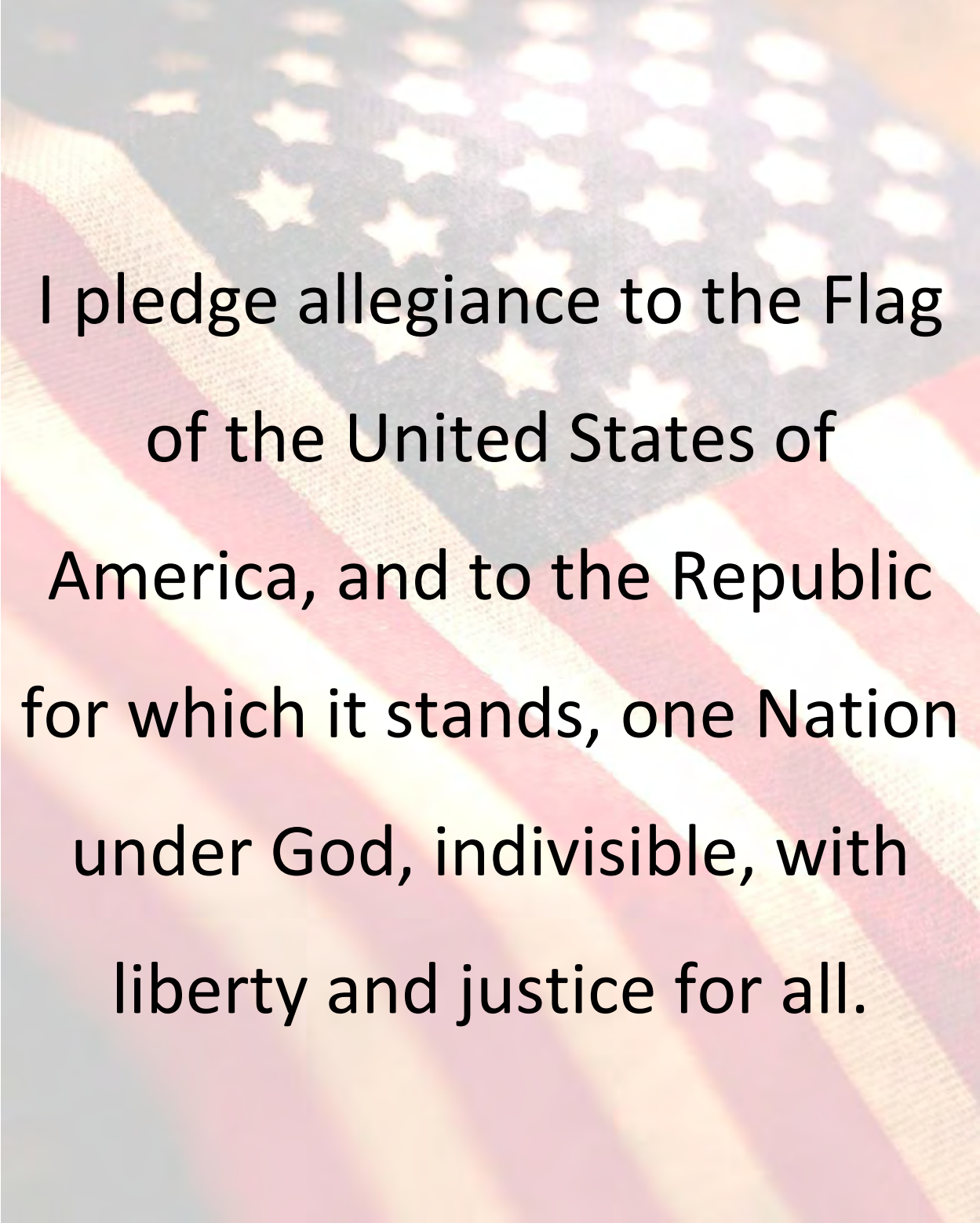
3/21/2017 If an individual decides to appeal any decision made by the Recreation District with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.



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15. Adjournment

3/21/2017 If an individual decides to appeal any decision made by the Recreation District with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.



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 – Mr. Cavaliere

Secretary - Mr. Klosky

Treasurer - Mr. Geier

Also Present

General Counsel- Cliff Repperger, Jr., Esq.

Community Manager - John W. Coffey

District Clerk - Dawn Myers

Approval of Minutes



BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Regular Meeting
February 28, 2017
7 P.M. –Building D&E**

Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on February 28, 2017 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Diana called the meeting to order at 7:00 P.M.

Thought for the Day

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

Reorganization of the Board

Mr. Diana requested a formal nomination for the vacated seat on the Board of 2nd Vice Chair since the Board was officially a complete 5-member Board again.

Mr. Lavier made a motion to nominate Mr. Cavaliere for 2nd Vice Chair. Second by Mr. Geier. Motion carried unanimously.

Mr. Cavaliere made a motion to nominate Mr. Geier for Treasurer. Second by Mr. Lavier. Motion carried unanimously.

Presentations

Mr. Diana recognized and thanked Mr. Lavier for his presentation of the Canada Day Proclamation at the recent Canada Day Event over the weekend. Mr. Klosky thanked Ms. Myers for writing the proclamations for the Bay over the past few years.

Mr. Klosky made a motion to approve the Canada Day proclamation. Second by Mr. Geier. Motion carried unanimously.

Minutes

Mr. Cavaliere made a motion to approve the minutes February 10, 2017. Second by Mr. Lavier. Motion carried unanimously.

Treasurer's Report

Mr. Cavaliere presented the Treasurer's Report for February 28, 2017.

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



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Mr. Diana made a statement in gratitude of staff's team effort in notifying residents of the emergency boil alert over the weekend for some areas of Barefoot Bay. He received a message via text while he was at work from Mr. Coffey informing him of the boil alert. Staff promptly sent an email blast to the residents alerting them of the emergency and buildings in the affected area were immediately closed down. Mr. Diana asked that the residents recognize Property Services Staff, Matt Goetz, Manager, Pat Diamond, Lead Technician and Leslie Kadlec, Pools Supervisor, for their quick response in procuring ice and helping to reopen the buildings in time for Saturday evening's scheduled events. He also thanked and acknowledged Mr. Lavier for quickly sending out notice to the residents via social media.

Audience comment on Agenda Items

None Brought Forward

DOR Ballot Amendments

General Counsel informed the Board that the Supervisor of Elections Office has requested editing the questions on the Ballot in an effort to streamline the printing process. The questions in the agenda package contain the language edited to a degree without taking away the necessary effect of the yes/no vote language. General Counsel has tried to leave this intact as much as possible as he believes this an important factor in t

Mr. Lavier made a motion to move forward with sending the edited ballot questions as presented and adjust the turnaround time to 45 days. Second by Mr. Geier. Motion carried unanimously.

Stormwater Projects Update

Mr. Coffey informed the Board that the previously selected vendors backed out of negotiations. He stated that he has asked BBRD engineering firm to select additional bids.

Mr. Klosky made a motion to table the discussion until the bids for the projects are received. Second by Mr. Geier. Motion carried unanimously.

DOR Violation 16-003759 831 THRUSH CIRCLE

Ms. Sue Cuddie requested consideration of the Board in resolving the safety concern caused by storm damage to 831 Thrush Circle.

Mr. Cavaliere made a motion to allow Property Services to secure the debris on the home and lien the property for the cost. Second by Mr. Geier. Motion carried unanimously.

Discussion of Master Plan for Future Projects

Mr. Diana stated that he wanted to put this on the Board to ensure the departments have the equipment they need. Board discussed what the direction in which the residents will want to go for the future of the Bay.

Mr. Roger Compton suggested that the homeowners are likely to approve developments to their clubs and amenities without considering those amenities that they either are not aware of or have no interest in, the master plan would combine all the proposed improvements so we can review them as a whole by



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the community. Board consensus to put this item on an agenda in July to discuss forming an ad hoc committee to address the results of the HOA Survey and census as it pertains to the Master Plan.

Request for Larger Office Space by Barefoot Bay Homeowners' Association

Mr. Randy Loveland, President of the BFBHOA asked the Board for permission to acquire the vacant office space located at 935 Barefoot Blvd., Suite 5 and part of Suite 4 in the Barefoot Bay shopping center. He explained that the space the HOA currently holds makes it difficult to address more than two homeowners at any given time. He maintained that the BFBHOA is committed to assisting the BOT and the BBRD homeowners by educating and informing them about their amenities. The BFBHOA will also now form and oversee the committees in Barefoot Bay.

As such, they would free up space in District meeting rooms by having the space to hold committee meetings in their own office. Board discussed the options presented. Mr. Klosky was in favor of providing the space to the BFBHOA, but since the District will be giving up any income if approved he recommends some amount of reimbursement for the use of the offices. Mr. Loveland maintained that BFBHOA will assist the BOT by promoting District events and not competing with them during their profit making events.

Mr. Cavaliere made a motion to give the HOA a space for 2 years and pay all utilities. Second by Mr. Geier. Mr. Klosky opposed. Motion passed 4-1.

Manager's Report

District Clerk

- Board of Trustees Policy Manual Workshop tentatively scheduled for Thursday, March 16, 2017 in Bldg. D/E at 2:30pm. Golf Course Membership Rates and tee time procedures Board of Trustees Workshop tentatively scheduled for Thursday, March 30, 2017 in Bldg. D/E at 2:30pm. *Board consensus of these dates and times.*
- Due to the short turn around (3 days) until the next Board agenda must be published, minutes from today's meeting will not be on the March 10, 2017 BOT agenda. They will be on the March 28, 2017 agenda.

Finance

- Banking RFP Evaluation meetings reminder: Thursday, March 2, 2017 at 11am for opening of RFPs.
- Wednesday, March 15, 2017, Bldg. D at noon (reserved for oral presentations if needed). Award of services by the Board is scheduled to be heard at the Tuesday, March 28, 2017, Board of Trustees meeting in Bldg. D/E at 7pm.

Resident Relations

- ARCC Committee reports (20 permits were reviewed and 18 approved at the 21Feb17 ARCC meeting. 3 permits were put on hold pending additional information. The next ARCC meeting is Tuesday 7Mar17 at 9am in the Lounge.
- Violation Committee Update – The 24Feb17 meeting is canceled since only one case remains open as of 21Feb17. The next meeting is Friday 10Mar17 at 10am in D/E.
- DOR Enforcement Transparency Update – Staff is working on putting the DOR software database on www.bbrd.org. "Citizenserve" will be a searchable product where residents can



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look up specific properties to see the status of DOR enforcement cases. Staff will provide a short demonstration of the web-based search engine at a future BOT meeting.

Food & Beverage

- St. Paddy's Day – Tickets for the party on the Lakeside of the Lounge are still on sale at the 19th Hole and the Lounge. A full day is planned and flyers with all the details will be posted. Corned Beef sandwich tickets are \$8 and are served at noon and a buffet for \$12 is served at 2:30pm.
- Lounge Update – A new point of sale (POS) system is being installed. There will be 2 stations which will help bartenders and servers to order and close out checks out in a timely fashion.
- Lakeside of Lounge Lighting Upgrade Update – LED Edison lights have been received for stringing around the palm trees lakeside of the Lounge. LED “running” lights will also be hung under the awnings. These upgrades will be installed in the next few weeks.

Golf-Pro Shop

- Golf Course Tournaments Updates:
 - Member/Member - 25Feb17
 - New York Group – 7Mar17
 - Canada Club – 11Mar17
 - Ladies 18 Hole Invitational – 21Mar17
 - Barefoot Bay Club Championship- 23-25Mar17Call or stop by the Pro Shop for more information about any of the tournaments.
- R&M Project Update – Staff is currently planning the summertime projects including the \$50,000 no match grant program.

Property Services

- Project Update:
 - The pier is open and final payment will be made once final punch list items are completed.
 - (Grant funded) Shuffle board resurfacing project was completed last week.
 - (Grant funded) Beach Projects Update:
 - FDEP permitting for non-vertical work is approved.
 - Brevard County site permit is in the review process.
 - Staff has one bid for exotic clearing, berm construction, irrigation installation landscaping and sodding. Staff anticipates receiving a 2nd quote within the next week with the award of contract being on one of the next two BOT agendas for consideration.
 - Building A roof replacement project is currently in the RFP drafting phase and staff anticipates release of the RFP on 03Apr17.
- Routine Work Update:
 - Installed poles for the soccer field
 - Repaired poles at the tennis courts
 - Reinstalled new windscreen at pool 2
 - Installed new curb stops in front of screens in the golf course parking lot



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- Finished air conditioning enclosure in D&E
- Repainted white rope fence poles throughout BFB
- Continued canal bank brush removal for stormwater maintenance
- Installed hot water heaters in the 6th and 16th restrooms on the golf course
- Repaired handrail on handicap ramp in front of Bldg. A
- Rototilled the softball field

General

- Building A and the 19th Hole Kitchen Projects Update – Staff will meet with TLC engineer and subs on Thursday to walk through the kitchens and explain the scope of work of each project. Staff anticipates the design proposals will be on the 28Mar17 BOT agenda for consideration.
- Request to Form a Club – Staff received a request to form a Bocce Ball Club today. With the BOT's intention of turning oversight of clubs and organizations to the BFBHOA (projected changes to be adopted by the BOT on 28Mar17), staff seeks direction whether to place the request on the 10Mar17 agenda for consideration (current Policy Manual rules) or inform the residents the request will be forwarded to the BFBHOA.
Mr. Cavaliere stated that the authorization to form the clubs should remain with the Board but clubs scheduling transfer to the HOA. Mr. Coffey requested further clarification and stated the further discussion can take place at the March 16th Workshop
Mr. Diana requested an expedited response to the Bocce Ball Club by HOA in the interim.
- Ethnic Festival and St. Patrick's Day Guest and/or Visitor Pass Reminder – Per changes made to the Policy Manual last year, the guest and/or visitor passes for the upcoming events will not be required as these events are open to the public. All other pool and building use regulations will be enforced.

Attorneys Report

General Counsel reported that 606 Tarpon has come into compliance. He stated that the Lender agreed to pay legal fees and asked for dismissal of the case.

Mr. Geier made a motion to dismiss the suit at 606 Tarpon, due to the lender paying for legal fees and costs of \$1600. Second by Mr. Lavier. Motion carried unanimously.

He updated the Board on 580 Marlin Circle which was a foreclosure in August and subsequently transferred to a lender. This case has come in to compliance and now his office .will close the case.

Incidental Trustee Remarks

Mr. Lavier congratulated Betsy Davis on the success of raising \$945 for the community fund this past weekend.

Mr. Cavaliere encouraged the residents to fill out the census/survey. He clarified that the information is needed to help the Trustees plan the future of Barefoot Bay

Mr. Diana requested a cost of entertainment from the Food and Beverage department including musical events from March 1, 2016 - February 28, 2017.



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Audience Participation

Ms. Crouse requested installation of an informational kiosk for prospective Barefoot Bay buyers. While selling Little Theatre in the patio area of Building A as she noticed a fair amount of people looking for information in this area,

Adjournment

The next meeting will be on March 10, 2017 at 1PM in Building D/E.

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

Meeting adjourned 8:54PM.

Joe Klosky, Secretary

Dawn Myers, District Clerk



BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Regular Meeting
March 10, 2017
1 P.M. –Building D&E**

Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on March 10, 2017 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Diana called the meeting to order at 1:00 P.M.

Thought for the Day

Mr. Diana 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. Cavaliere led the Pledge of Allegiance to the Flag.

Roll Call

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

Minutes

Due to the 2-day turnaround full minutes were not provided for this agenda. The Trustees were given preliminary minutes for review. Full minutes will be available for approval at the next meeting.

Treasurer's Report

Mr. Geier presented the Treasurer's Report for March 10, 2017.

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

Audience comment on Agenda Items

None Brought Forward

DOR Violations

DOR Violation 16-003325 935 Vireo Drive

Ms. Sue Cuddie presented the violation to the Board requesting additional time on behalf of the homeowner. Ms. Cuddie explained that though the Board granted the homeowner until this meeting, (30 days) to get the violations resolved she has requested a final extension through this weekend as a vendor is scheduled to help her move the rest of the items out of the way.

Mr. Geier made a motion to grant the resident through the weekend to resolve the violation and a final review of the case for compliance at the March 28th BOT meeting. Second by Mr. Klosky Motion carried unanimously.



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Appointment of an Alternate to the Violations Committee

One letter of interest was received by Ms. Beverly Charette. Mr. Klosky questioned her part time homeowner status in the Bay. Board discussed the alternate seat on the Violations committee and how long the position has been open.

Mr. Lavier made a motion to accept the letter of interest and appoint the alternate seat to Ms. Charette. Second by Mr. Cavaliere. Mr. Geier and Mr. Klosky opposed. Motion carried 3-2

Evaluation of the Community Manager and Management

Mr. Roger Compton, Vice President of the Barefoot Bay Homeowners (BFBHOA) read a letter of recommendation on behalf of Mr. Coffey. The BFBHOA acknowledged Mr. Coffey's continuous efforts to work in conjunction with the BFBHOA in support of their endeavors. Mr. Compton shared his support of Mr. Coffey in his position as Community Manager. He commented as a resident, on the beautiful surroundings in Barefoot Bay, accrediting the beautiful landscape and amenities to the joint efforts from Mr. Coffey, the guidance of the Board of Trustees and a great management team and staff here in Barefoot Bay.

Ms. Carol Joseph shared her support of Mr. Coffey and applauded his ability to completely change the community around for the better since he accepted the position of Community Manager. She also supported Ms. Kathy Mendes as Food and Beverage Manager commending her ability to provide exceptional for entertainment events for the residents.

Mr. John Armstrong commented on his approval of Mr. Coffey and on the extreme difficulty of his position in overseeing an entire District. He is quite aware of his as he has a similar background managing large scale condominiums in south Florida. Mr. Armstrong stated Mr. Coffey has turned the community completely around and that it is critical the Board keep a manager of Mr. Coffey's caliber here in the Bay. Mr. Bob Mr. Bob Peet voiced his appreciation for Mr. Coffey as one of the hiring former Trustees of Mr. Coffey he stated Mr. Coffey is well educated and knowledgeable in government and budgeting. He warned that it would be a grave mistake to let Mr. Coffey go. He also voiced his appreciation of the hard work and dedication of Ms. Kathy Mendes and the great job she does with the Food and Beverage Department. In addition, Mr. Peet shared his support of the SDS Management company.

Mr. Arnold Redfern commented on his admiration for Mr. Coffey and his open door policy stating that he has been available to help the Ethnic Club with whatever they may need. He also supported and voiced his approval of Ms. Kathy Mendes in the Food and Beverage Department.

Mr. Richard Schwatlow stated that he has never been refused an audience with Mr. Coffey in the past 3 years he has been here and voiced his support for Mr. Coffey.

Ms. Jeanne Osborne stated that though she has not always agreed with Mr. Coffey, she can honestly say that the community has never looked better and he has done an excellent job here. She shared her support for Ms. Kathy Mendes as she has worked hard for the District and has always done what she was told.

Ms. Lizzann Taylor voiced support of the Food and Beverage department suggesting that we should add the term "Entertainment" to the title of this department as it very much a part of the overall operations.



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She shared her support of Mr. Coffey remarking on his open door policy and valuable assistance he offered her while she was chair of the DOR and Charter Review Committee.

Mr. Eric Van der Schott stated that Mr. Coffey always does what he says he will do and this is a sign of integrity. He stands behind Mr. Coffey and Ms. Mendes all the way.

Mr. Klosky shared the evaluation total of 85.10 as the combined score for Mr. Coffey from 4 out of 5 of the Trustees 92.50 for SDS Management Company. Mr. Geier did not vote due to the fact that he was new to the Board serving only

Mr. Cavaliere urged the residents to not listen to idle rumors especially on social media as this is how false information gets spread throughout the community. He commented on the outlandish rumor he became privy to just today that the Board had plans to remove Mr. Coffey from his position as Community Manager and Ms. Kathy Mendes from her position as Food and Beverage Manager. He stated that he is happy with both individual's job performance and had absolutely no inclination to let anyone go. Mr. Lavier commented on the rumor stating that he heard it as well as he was walking into the meeting today and nothing could be further from the truth. He explained his score for Mr. Coffey was based on his honest interpretation of the evaluation and has nothing to do with letting Mr. Coffey go from his role as Community Manager. He stated that he has not entertained the idea of replacing Ms. Mendes either. Mr. Cavaliere suggested Mr. Lavier and Mr. Coffey schedule a meeting to discuss the matter further.

Mr. Lavier made a motion to accept the evaluation for the Community Manager. Second by Mr. Geier. Motion carried unanimously.

Mr. Lavier made a motion to accept the evaluation for Special District Services. Second by Mr. Geier. Motion carried unanimously.

Board consensus for General Counsel to seek out negotiations with SDS to renew a contract and bring back to the Board before the first Budget Workshop on April 17th.

Request to Form a Club: New Hampshire Bocce Club

Mr. Cavaliere was in favor of accepting the club application but was opposed to approving scheduled time on the clubs. He explained his thought process was due to the potential of multiple residents forming clubs to secure a specific time slot thereby limiting the free time for others to play without a reservation.

Ms. Louise Crouse commented in an attempt to clarify the subject, that scheduling times is for the convenience of others so everyone knows when the courts and amenities are in use. She stated that this should not be a reason for concern and reminded the Board that this is how the process has worked all along.

Ms. Nancy Eisele stated that Thursday morning shuffleboard club was created in 1974 by her parents and stated this club is still in use today with no issues.

Mr. Richard Schwatlow agreed with Mr. Cavaliere that we should not approve a specific time for meeting when approving the clubs.

Mr. Ken Reed suggested having the Recreation Committee research available time slots for the clubs.

Mr. Lavier reminded Mr. Reed that the Recreation Committee was abolished recently.

Mr. Lavier made a motion to accept the New Hampshire Bocce Club application. Second by Mr. Klosky. Mr. Cavaliere opposed. Motion carried. 4-1



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Delegation of Authority for Community Manager to Sign Public Assistance (FEMA) Documents

Mr. Coffey presented the request to have Chairman Diana delegating authority to Community Manager Coffey to sign FEMA documents.

Mr. Lavier made a motion to accept the evaluation for the Community Manager. Second by Mr. Geier. Motion carried unanimously

Citizen Serve (DOR Enforcement Searchable Database) Demonstration

Ms. Sue Cuddie, Resident Relations Manager gave a short presentation on the use of Citizenserve Database which is now located conveniently on the BBRD website. Citizenserve allows the user to enter or view new or historical Deed of Restriction violations in Barefoot Bay.

Mr. Klosky made a motion to accept the Citizenserve Database for public use. Second by Mr. Lavier. Motion carried unanimously.

Manager's Report

District Clerk

Upcoming BOT Workshops:

BOT Workshop (Rules of BOT and Policy Manual) 16Mar17, Bldg. D/E at 2:30pm

BOT Workshop (Golf Rates and Tee Times Procedures) 30Mar17, Bldg. D/E at 2:30pm

Finance

FY17 Assessment Receipts Update – As of 07Mar17, BBRD had received \$2,792,237.33 in net receipts or 84% of the budget.

Banking RFP Update – The Evaluation committee received and opened one proposal from Marine Bank and Trust Company. Staff is currently comparing proposed fees and rates and will place award of banking services on the 28Mar17 BOT meeting agenda for consideration. Draft evaluation committee minutes are attached.

Resident Relations

ARCC Update:

07Mar17 meeting – 24 permits were reviewed with 23 permits approved, and one was put on hold.

The next ARCC meeting is Tues., 21Mar17 at 9am in the Lounge.

Starting Tues., 11Apr17, meetings will be held in the new BFBHOA Office.

Violations Committee Update:

10Mar17 – 11 violations were on the agenda, 2 came into compliance prior to the meeting.

The next meeting is scheduled for Fri., 24Mar17 at 10am in D/E.

Food & Beverage

St. Patrick's Day Events Update:

There is a full day planned for St. Patrick's Day next Friday, March 17th. The parade starts at 10am on Veteran's Way. Traditional Irish songs and a blessing said prior to the Brevard County Pipers entertaining the crowd Lakeside of the Lounge.

Music begins at 11am with Jim Moy and Corned Beef Sandwiches served at noon. A buffet is served at 2:30pm and Collins & Company play from 3-7pm.



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The 19th Hole will serve Corned Beef sandwiches and Corned Beef & Cabbage dinners to order. Club Championship F&B Update – The 19th Hole has daily drink and food specials in honor of last year's Club Champions Doug McGrath (repeat Champ from 2015) and Pat Lefebvre. The Club Championship dinner is on 23Mar17 with a steak or salmon dinner and appetizers at the awards ceremony on 25Mar17.

Miscellaneous Update – March is packed with events for catering such as Maine Day, the Canada Club golf tournament and Mardi Gras dinner, the Lady Golfer Spring tournament and the Softball picnic to name a few.

Golf-Pro Shop

March Tournament Updates:

Canada Club – 11Mar17

Ladies 18 Hole Invitational – 21Mar17

Barefoot Bay Club Championship 23-25Mar17 (Residents are invited to come out and watch the players tee off and see if two-time Men's Champ Doug McGrath and 2016 Ladies Champ Pat LeFebvre.

Property Services

Routine Work Update:

Repaired shower drain @ pool 2

Continued canal bank brush removal

Installed windscreens on the tennis courts

Painted curbing @ the motorcycle parking

Tied down the roof on 831 thrush

Installed new lighting behind the lounge

Addressed multiple miscellaneous concerns of residents

Special Projects Update:

Continued work on drafting Building A Roof Replacement RFP (which will be on the 28Mar17 BOT meeting agenda to establish the evaluation committee)

Continued solicitation of bids for multiple R&M/capital projects

General

F&B Kitchen Projects Update – Staff walked through each area with TLC staff and related sub-contractors last week. Proposals for design are anticipated to be on the 28Mar17 BOT meeting agenda.

Attorneys Report

General Counsel updated the Board on the HB 905, (Term Limits). The Bill will be heard next week in the Local, Federal and Veterans Affairs Subcommittee in Tallahassee on Wednesday, March 15, 2017 from 8AM to 1AM. Representatives of the District are welcome to attend and give comment on the bill. He updated the Board on the DOR Ballot submittal to the Supervisor of Elections Office (SOE). Due to the number of amended questions and length of the questions, the SOE has recommended General Counsel reduce the language to fit more precisely on the ballot. General Counsel offered the suggestion



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to place a corresponding insert in with the ballot which would effectively explain the yes vote, thereby, minimizing the text on the ballot, hopefully to the SOE's approval. He will update the Board at the next meeting.

Incidental Trustee Remarks

Mr. Diana thanked the trustees for completing their evaluations of the Community Manager and SDS Management Company. He thanked Mr. Coffey for all his efforts and the exceptional job he does managing the Bay. Mr. Diana reiterated to please stop and think before listening to idle gossip in the community. Fact check before allowing a random idea that may hold no weight affect your peace of mind.

Audience Participation

None Brought Forward

Adjournment

The next meeting will be on March 28, 2017 at 7PM in Building D/E.

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

Meeting adjourned 2:40PM.

Joe Klosky, Secretary

Dawn Myers, District Clerk

Treasurer's Report

Barefoot Bay Recreation District

Treasurer's Report

March 28, 2017

Cash Balances in General Fund

as of 3/20/2017

Bank of America:

Operating Account	\$	876,836.61
Money Market Account	\$	105,623.78

Total Cash Balances @BOA in General Fund: \$ 982,460.39

SBA:

as of 3/20/2017

Capital Improvement Account	\$	677,459.55
Reserve Account	\$	553,300.10

Total Cash Balances @SBA in General Fund: \$ 1,230,759.65

Total Cash Balances in General Fund: \$ 2,213,220.04

Cash Balance in Debt Fund

as of 3/20/2017

SBA:

Debt Account	\$	912,527.84
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Total Cash Balance in Debt Fund: \$ 912,527.84

* Participant Return for SBA in February 2017 was 0.97%

Total Cash Balances in All Funds: \$ 3,125,747.88

Total Daily Deposits and Assessments Rec'd (from County Only) from Mar 1 to Mar 19, 2017:

Daily deposits:	\$	160,747.47
Assessments received (from County only):	\$	143,298.82
	\$	304,046.29

Expenditures over \$5,000 from March 1 to March 19, 2017:

<u>Vendor</u>	<u>Description</u>	<u>Check Amount</u>
Employees	Employees Salaries and Wages 3/9/17	\$ 67,728.40
Federal and State Payroll Taxes	Employer Tax Liabilities 3/9/17	\$ 5,887.35
The Nidy Sports Construction	Resurface 13 shuffleboards	\$ 14,235.00
ABM Landscape & Turf Service	Golf Course, Softball & Lawn Bowling Serv	\$ 37,954.84
Gray Robinson	Legal Fees Feb 2017	\$ 11,265.00
Preferred Government Ins Trust	Worker Comp. Ins	\$ 5,844.08
Sysco Southeast Florida, LLC	19th Hole	\$ 5,991.42
Sysco Southeast Florida, LLC	Lounge	\$ 8,703.28
UnitedHealthcare Ins Company	Employees Health Ins Apr 2017	\$ 18,672.18

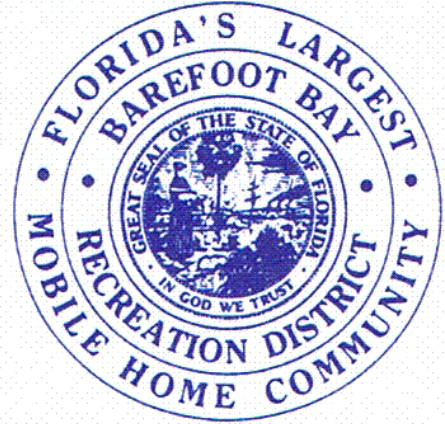
Total of Expenditures over \$5,000 \$ 176,281.55

Audience Participation Agenda items only

Unfinished Business

Board of Trustees Meeting Agenda Memo

Date: Mar. 28, 2017
Title: **Stormwater Project (Tamarind & Cherokee) Award of Contract**
Section & Item: 8A
Department: R&M/Capital
Fiscal Impact: \$175,098
Contact: John W. Coffey, Community Manager
Attachments: Bid summary and bid packages
Reviewed by
General Counsel: N/A
Approved by:



Requested Action by BOT

Award of contract and determination of funding source for budgetary shortfall.

Background and Summary Information

On 26Jul17, the BOT awarded a contract for \$129,690.35 to Brevard Excavating and Landscaping, Inc. (BE&L) for stormwater projects behind Tamarind Circle and Cherokee Court. Subsequently, General Counsel Repperger and Community Manager Coffey attempted to negotiate a suitable contract with the vendor. The civil engineering firm (B.S.E., a sub-contractor of TLC) supplied a draft contract which was used as a starting point. Multiple back and forth edits and proposals occurred with BE&L ultimately notifying BSE of their withdrawal from negotiations on 13Feb17. Subsequently, Community Manager Coffey instructed BSE to seek additional quotes while also attempting to determine why the vendor withdrew from negotiations (process still ongoing as of the date of the publication of this agenda memo – 21Feb17).

Additionally at the same meeting, the BOT authorized the Chairman to sign for a loan of \$165,000 which would partially (84%) fund the projects in addition to the procurement of stormwater maintenance equipment (award of contract authorized at the same meeting). The balance of the loan proceeds fell to fund balance at the end of FY16 and is available for use. Furthermore, surplus fund balance is available to cover the estimated \$135,000 in project costs.

Four bids were received from B.S.E. (TLC subcontractor) as follows:

- \$175,097.40 JoBear Contracting
- \$283,983.00 Luchetti
- \$347,200.00 Brewer Paving
- \$354,035.40 CDM Trucking

Scott M. Glaubitz PE, PLS, of BSE Consultants, Inc. recommends "JoBear as they provided the most competitive bid; their bid was complete; they are currently working on a BSE/Town of Indialantic Grant for improved drainage, their work has been excellent and they are nearly complete; JoBear has worked with BSE since the early 1990's and they have always performed well."

Options to cover the additional costs include the following:

- Use of Administration: Finance Contingency (current available budget of \$40,055) and \$5,000 from R&M/Capital Contingency.

- Use of Fund Balance (although that would take the General Fund very close to the minimum fund balance level for the end of FY17 if all current and planned projects are completed by the end of the fiscal year)
- Use of Fund Balance with understanding one or more existing projects would be deferred until FY18 and one or more FY18 planned projects would be moved to an out year.
- Use of Fund Balance with the understanding that additional revenue would need to be raised for FY18 to replenish fund balance.
- Borrowing approximately \$45,000 which would require adjustment to FY18 WDPB to budget debt service
- Other direction as provided by the BOT
- Defer project until an undetermined time in the future.

Staff recommends the BOT award contract for stormwater projects in the amount of \$175,098 to JoBear Contracting and determine funding source for the approximate \$45,000 shortfall.

BAREFOOT BAY
CHEROKEE COURT & TAMARIND CIRCLE DRAINAGE IMPROVEMENTS
Bid Comparison
March 21, 2017
BSE # 11311.02 / 11311.03

Company	Cherokee Court	Tamarind Circle	TOTAL PRICE
JoBear Contracting	\$69,440.00	\$105,657.40	\$175,097.40
Luchetti	\$125,764.00	\$158,219.00	\$283,983.00
Brewer	\$155,600.00	\$191,600.00	\$347,200.00
CDM Trucking	\$178,605.55	\$175,429.85	\$354,035.40

- 1.) Lump sum bid; Bid Bond included
- 2.) Bid Bond noted but over included
- 3.) Several extensions including bonding
- 4.) No Bid Bond

Note: Previous Bids received 06/28/2016; No longer valid.

Company	Cherokee Court	Tamarind Circle	TOTAL PRICE
Brevard Excavating	\$74,592.55	\$55,097.80	\$129,690.35
Brewer Paving	\$127,780.00	\$143,830.00	\$271,610.00

PROPOSAL

BAREFOOT BAY – CHEROKEE COURT & TAMARIND CIRCLE DRAINAGE IMPROVEMENTS

Full Name of Bidder:

JOBEAR CONTRACTING, INC.

Main Business Address:

1950 DANR DR

Place of Business:

PALM BAY FL. 32905

State Contractor's License:

CUC1224678

TO: Barefoot Bay Recreation District (hereinafter called the Owner)

The undersigned, as Bidder, declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications, including Addenda issued thereto and acknowledges receipt below:

<u>Addendum Number</u>	<u>Date Issued</u>	<u>Contractor's Initials</u>
<u>1</u>	<u>2-28-17</u>	<u>RB</u>
<u>2</u>	<u>2-28-17</u>	<u>RB</u>
<u> </u>	<u> </u>	<u> </u>

He proposes, and agrees if this Proposal is accepted, that he will contract with Barefoot Bay Recreation District in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed, and according to the requirements of the Owner as therein set forth, furnish the Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Documents, and that he will take full payment the sums set forth in the following bid schedule.

Upon receipt or written notice of the conditional acceptance of this bid, bidder will execute the formal Contract attached and deliver the insurance within 15 days as required by the Contract Documents.

If awarded a contract under this Proposal, the Undersigned proposes to start work at the site within 14 calendar days after the receipt from the Owner of a written Notice to Proceed. The Undersigned further agrees to fully complete all work covered per the following schedule. All dates shown represent consecutive calendar days from and including the date of receipt from the Owner of a written Notice to Proceed.

Contract Time Substantial Completion

90 days

Final Completion

120 days

OWNER and **CONTRACTOR** recognize that time is of the essence of the Agreement and that **OWNER** will suffer financial loss if the Work is not substantially complete within the time specified, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize that it is difficult, if not impossible, to ascertain precisely the actual loss suffered by **OWNER** if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, **OWNER** and **CONTRACTOR** agree that as liquidated damages for delay (but not as a penalty) **CONTRACTOR** shall pay **OWNER** one hundred dollars (\$100.00) for each calendar day that expires after the time specified substantial completion until the Engineer finds the Work is substantially completed, in accordance with the General Conditions.

Bid Security

Accompanying this Bid is a Certified or a Cashier's Check or a Bid Bond in the amount of \$57,000.00, made payable to the Owner which may be forfeited as liquidated damages if, in the event this proposal is accepted, the undersigned fails to execute the Agreement and furnish and pay for the required performance and payment bonds for the Owner within ten (10) days after acceptance of the Bid; otherwise said Certified or Cashier's Check or Bid Bond will be returned to the undersigned.

Award of Bid

Bidder acknowledges that Owner may not award the Contract immediately. Bidder acknowledges that all prices quoted within the proposal are valid for a period of sixty (60) days after bid opening. If the Contract is not awarded within sixty (60) days, Bidder may adjust the unit prices proposed; however, Owner retains the right to reject all bids and rebid the project.

Respectfully Submitted:

State of FL

County of BREVARD

JOHN G. HUY, being first duly sworn on oath deposes and says that the Bidder on the above Proposal is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

JOHN G. HUY, also deposes and says that he has examined and carefully prepared his Bid Proposal from the Contract Drawings and Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

(a) Corporation

The bidder is a corporation organized and existing under the laws of the State of FL, which operates under the legal name of JOBEAL CONTRACTING INC., and the full names of its officers are as follows:

President	<u>JOHN G. HUY</u>
Secretary	<u>CYNTHIA A. HUY</u>
Treasurer	_____
Manager	_____

and it (does) or (does not) have a corporate seal. The OFFICERS is authorized to sign construction proposals and contracts for the company by action of its Board of Directors taken _____, a certified copy of which is hereto attached (~~Strike out this last sentence if not applicable.~~)

(b) Co-Partnership

The Bidder is a co-partnership consisting of individual partners whose full names are as follows:

_____	_____
_____	_____
_____	_____
_____	_____

The co-partnership does business under the legal name of: _____

(c) Individual

The bidder is an individual whose full name is, _____, and if operating under a trade name, said trade name is _____.

Dated _____, 2017.

(Seal - If Corporation)
(Sign Here)

JOBEAR CONTRACTING INC

Legal Entity

By: _____

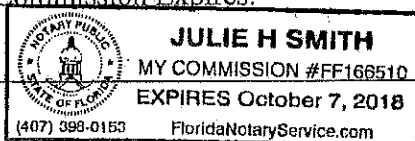
Telephone No. _____

JOHN G. FLY PRESIDENT

Subscribed and sworn to before me this 15th day of March, 2017.

Julie H Smith
Notary Public

My Commission Expires:



ALA Document A305

Contractor's Qualification Statement

1986 EDITION

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: To Whom It May Concern

ADDRESS:

SUBMITTED BY: Jobear Contracting, Inc.

Corporation ☒

NAME:

Partnership ☐

ADDRESS: 1950 DANR DRIVE N.E.

Individual ☐

PRINCIPAL OFFICE: PALM BAY, FL 32905

Joint Venture ☐

Other ☐

NAME OR PROJECT (if applicable)

TYPE OF WORK (file separate form for each Classification of Work):

_____ General Construction

_____ HVAC

_____ Plumbing

_____ Electrical

_____ Other CIVIL CONSTRUCTION
(please specify)

1. ORGANIZATION

- 1.1. How many years has your organization been in business as a Contractor?
40 YEARS

-
- 1.2. How many years has your organization been in business under its present business name?
4 YEARS

- 1.2.1. Under what other or former names has your organization operated? JOBEAR, inc.
Jobear/Warden Construction

- 1.3. If your organization is a corporation, answer the following

- 1.3.1. Date of incorporation: June 2012
1.3.2. State of incorporation: FLORIDA
1.3.3. President's Name: JOHN G. HUY
1.3.4. Vice President's Name(s): John K. Huy

- 1.3.5. Secretary's name: Cynthia A. Huy
1.3.6. Treasurer's name:

- 1.4. If your organization is a partnership, answer the following:

- 1.4.1. Date of organization:
1.4.2. Type of partnership (if applicable):
1.4.3. Name(s) of general partner(s):

- 1.5. If your organization is individually owned, answer the following:

- 1.5.1. Date of organization:
1.5.2. Name of owner:

- 1.6. If the form of your organization is other than those above, describe it and name the principals:
-

2. LICENSING

- 2.1. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable. STATE OF FLORIDA
CUC1224678

BREVARD COUNTY 815000368

- 2.2. List jurisdictions in which your organization's partnership or trade name is filed.
STATE OF FLORIDA

3. EXPERIENCE

- 3.1. List the categories of work that your organization normally performs with its own forces.
CIVIL CONSTRUCTION

- 3.2. Claims and Suites (If the answer to any of the questions below is yes, please attach details.)

3.2.1. Has your organization ever failed to complete any work awarded to it? NO

3.2.2. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? NO

3.2.3. Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? YES

- 3.3. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) NO

- 3.4. On a separate sheet list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

3.4.1. State total worth of work in progress and under contract: \$ 1,000,000

- 3.5. On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

3.5.1. State average annual amount of construction work performed during the past five years:
3,000,000.

- 3.6. On a separate sheet, list the construction experience and present commitments of the key individuals or your organization.

SEE ATTACHED

4. REFERENCES

- 4.1. Trade References:

American Concrete Industries
350 N. Rock Road
Ft. Pierce, FL 34945
772-464-9050

Brevard Rentals
180 S. Babcock St.
Melbourne, FL 32901
321-723-6882

Standard Precast
P.O. BOX 6183
Jacksonville, FL
321-402-9851

- 4.2. Bank References:

Florida Bank of Commerce
5770 N. Wickham Road
Melbourne, FL 32940
Christine Myers, Vice President
321-751-6999

4.3. Surety:

4.3.1. Name of bonding company: WESTERN SURETY COMPANY

4.3.2. Name and address of agent:

Dawson Companies
766 N. Sun Drive, Suite 2090
LAKE MARY, FL 32746
407-833-0300
JAMES BREEN

Net Fixed Assets;

Other Assets;

See Attached

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g. capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

DICRESSENZO
605 SE 10th Street #201
Deerfield Beach FL 33441

5.1.3 Is the attached financial statement for the identical organization named on page one?

yes

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsidiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

yes.

6. SIGNATURE



6.1 Dated _____ this _____ day of _____ 20____

Name of Organization: Sobear Contracting Inc

By: John G Hoy

Title: President

6.2

Mr. John G Hoy being
duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be
misleading.

Subscribed and sworn before me this 16th day of March 2017

Notary Public: Julie H Smith

My Commission Expires:



To the Stockholders
Jobear Contracting, Inc.
Palm Bay, Florida

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

We have reviewed the accompanying financial statements of Jobear Contracting, Inc. (a Corporation), which comprise the balance sheet as of December 31, 2015, and the related statements of income and retained earnings and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information included in Schedules I, II, III, and IV is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. We have reviewed the information and, based on our review, we are not aware of any material modifications that should be made to the information in order for it to be in accordance with accounting principles generally accepted in the United States of America. We have not audited the information and, accordingly, do not express an opinion on such information.

DiCrescenzo and Company, P.A.

DiCrescenzo & Company, P.A.
Certified Public Accountants
Deerfield Beach, Florida
April 13, 2016

JOBEAR CONTRACTING, INC.
BALANCE SHEET
DECEMBER 31, 2015

ASSETS

Current assets:

Cash and cash equivalents	\$ 410,334
Contract receivables	242,171
Due from related parties	12,291
Costs and estimated earnings in excess of billings on uncompleted contracts	<u>261,992</u>
Total current assets	<u>926,788</u>
Total Assets	<u>\$ 926,788</u>

LIABILITIES AND STOCKHOLDER'S EQUITY

Current liabilities:

Accounts payable and accrued expenses	<u>\$ 7,458</u>
Total current liabilities	<u>7,458</u>

Stockholder's equity:

Common stock - par value \$1 per share; 10,000 shares authorized, 200 shares, issued and outstanding	200
Paid in capital	399,900
Retained earnings	<u>519,230</u>
Total stockholder's equity	<u>919,330</u>
Total Liabilities and Stockholder's Equity	<u>\$ 926,788</u>

See accompanying notes and independent accountants' review report.

Jobear Contracting, Inc.

Completed Contracts

Calendar Year	Project Name	Completed For	Contract Amount
2012	Vero Elementary Complete Site	Proctor Construction	1,215,000.
2012	B & W Growers	Austin Co.	1,060,000
2012	26 th St Extension	Indian River Estates	1,175,000.
2012	Hollywood Lift Station	City of West Melbourne	175,000.
2012	Shenandoah Outfall Drainage	City of Melbourne	750,000
2013	Vero Elementary Chiller Road	Proctor Construction	550,000.
2013	Lift Station #19	City of Melbourne	55,600.
2014	19 th St. Drainage	City of Vero Beach	195,000.
2014	Lift Station #12 Relocation	City of Melbourne	375,033.
2014	Sitework Audubon Society	Audubon Society	152,400.
2015	Micco Drainage	Brevard County	581,300.
2015	Watermain Restoration	City of Cocoa	325,500.
2015	Melbourne Bch Drainage	City of Melbourne Beach	185,162
2015	Crane Creek Outfall	Brevard Coounty	3,500,000
2016	Aquarina Beach Club	Commercial Building Corp	150,000
2016	Mantenilla Reef	Commercial Building Corp.	575,000
2016	Satellite Road Restoration	City of Satellite Beach	750,000
2016	Aurora Road Drainage	Brevard County	550,000

2016

Park Improvement

City of Indian Harbor Bch

89,000

Jobear Contracting, Inc.

Current Contracts

Brevard County
School House Road
\$561,000.00
25% Complete

City of Indialantic
Lily Park Improvements
\$185,000.00
Work Not Started

Building Management Service
Brevard Motor Sports Site
\$175,000.00
20% Complete

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CUC1224678

The UNDERGROUND UTILITY & EXCAVATION CO.

Named below IS CERTIFIED

Under the provisions of Chapter 489 F.S.

Expiration date: AUG 31, 2018

HUY, JOHN GLENN
JOBEAR CONTRACTING, INC.
1411 RIDGE ROAD NE
PALM BAY FL 32905

ISSUED: 06/20/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606200000898



2016 - 2017

BREVARD COUNTY BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.
885064717

THE PERSON(S), OR ENTITY BELOW:
JOBEAR CONTRACTING INC

1950 DAN DR
PALM BAY, FL 32905

BUSINESS PERIOD: October 01, 2016 - September 30, 2017
EXPIRES: SEPTEMBER 30, 2017

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND BREVARD COUNTY CODE ISSUANCE
DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS.
BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE
TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), OR
SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS.
A PERMIT IS REQUIRED TO ADVERTISE (including with signage) "GOING OUT OF BUSINESS".

LOCATION:
1950 NE DANR DR
CITY OF PALM BAY, FL 32905

OWNED BY:
JOBEAR CONTRACTING INC

LISA CULLEN, CFC, Brevard County Tax Collector
P O Box 2500, Titusville, Florida 32781-2500
(321) 264-6969 or (321) 633-2199

IF YOU ARE CLAIMING OF OWNERSHIP OR LIABILITY,
PLEASE SIGN AND DATE HERE. SIGNATURE SHOULD BE TRANSPARENT WITH THE BUSINESS.

RESUME

JOHN G. HUY
1411 RIDGE ROAD N.E.
PALM BAY, FL 32905
321-723-3571

PERSONAL INFORMATION:

DATE OF BIRTH 8-22-79
MARITAL STATUS: MARRIED

EDUCATION

RECEIVED B.S. DEGREE FROM FLORIDA STATE UNIVERSITY
MAJOR: INTERDISCIPLINARY SOCIAL SCIENCES

STATE CERTIFIED UNDERGROUND UTILITY AND EXCAVATION
CONTRACTOR LICENSE # CUC1224678

EXPERIENCE:

2002- TO 2011

SUPERVISE SITE WORK, UNDERGROUND UTILITY, GRADING, ROAD
BUILDING, AND PARKING LOTS UP TO \$ 1,500,000.00 PER PROJECT.

ORDER AND SCHEDULE LABOR, MATERIALS, AND EQUIPMENT TO
ENSURE TIMELY CONSTRUCTION SCHEDULE AND PROJECT COMPLETION.

LIAISE WITH ADMINISTRATION AND OWNERS, GOVERNMENT
AGENCIES FOR OPTIMUM COORDINATION AND TIMELY COMPLETION OF
ALL REQUIRED DOCUMENTATION.

2011 TO PRESENT

PRESIDENT, COO, JOBEAR CONTRACTING, INC.

RESUME

JOHN K. HUY
2726 SCHOOL DRIVE
PALM BAY, FL 32905
321-723-3571

PERSONAL INFORMATION:

DATE OF BIRTH 12-8-52
MARITAL STATUS: MARRIED

EDUCATION

RECEIVED B.S. DEGREE FROM FLORIDA STATE UNIVERSITY
MAJOR: CRIMINOLOGY

STATE CERTIFIED UNDERGROUND UTILITY AND EXCAVATION
CONTRACTOR LICENSE # CUC057287

EXPERIENCE

1975 TO 1998 JOBEAR, INC.

OVERSEE THE OPERATIONS OF THE COMPANY DOING A VOLUME OF APPROXIMATELY \$5,000,000. ANNUALLY. SINCE 1985 I HAVE RUN JOBEAR, INC. AS A PAVING AND UNDERGROUND UTILITY COMPANY PROVIDING QUALITY WORK TO THE PRIVATE AND PUBLIC SECTORS OF THE CONSTRUCTION INDUSTRY.

1998 TO 2010 WARDEN CONSTRUCTION

SUPERVISING SITE WORK, PAVING, GRADING, UTILITY AND OTHER WORK ALONG WITH OVERSEEING THE ENTIRE OPERATION OF THE COMPANY DOING A VOLUME OF APPROXIMATE \$ 5,000,000. PER YEAR

2011 TO PRESENT

CONSULTANT TO JOBEAR CONTRACTING, INC.

RESUME

ROBERT BEATTY
2627 BRADFORDT DRIVE
WEST MELBOURNE, FL 32904

PERSONAL INFORMATION

DATE OF BIRTH 8-13-59
MARITAL STATUS MARRIED

EDUCATION

RECEIVED B.S.E.T. DEGREE FROM UNIVERSITY OF CENTRAL
FLORIDA
MAJOR: ENGINEERING TECHNOLOGY

STATE CERTIFIED UNDERGROUND UTILITY AND EXCAVATION
CONTRACTOR LICENSE # CUC057428

EXPERIENCE

1989 TO 1999 C. A. MEYER CONSTRUCTION

ESTIMATING SUPERVISOR FOR C.A. MEYER CONSTRUCTION. BIDDING
PROJECTS AND ACQUIRING CONSTRUCTION CONTRACTS UP TO
\$ 1,000,000.00.

1999-PRESENT 2011 WARDEN CONSTRUCTION

ESTIMATING AND SUPERVISING BIDDING PROJECTS FOR SITE WORK,
UNDERGROUND UTILITY, PAVING, AND PARKING LOTS FOR CONTRACTOR
COMPLETING WORK IN BREVARD, INDIAN RIVER AND ST. LUCIE
COUNTIES.

ALSO SCHEDULING LABOR, EQUIPMENT AND MATERIALS FOR
MULTIPLE PROJECTS SIMULTANEOUSLY AND INSURING TIMELY
PRODUCTION AND COMPLETION.

SUPERVISE SUCCESSFULLY ALL CONTRACT ALTERATIONS, CHANGE
ORDERS, TIME EXTENSIONS, ETC. WITH APPROPRIATE AGENCIES.

2011 TO PRESENT

CHIEF ESTIMATOR/CONTRACT ADMINISTRATOR FOR JOBEAR
CONTRACTING, INC.

RESUME

DENNIS M. SMITH
P.O. BOX 359
GRANT, FL 32949

PERSONAL INFORMATION

DATE OF BIRTH 3-30-64
MARITAL STATUS: MARRIED

EXPERIENCE:

1982 TO 1998 JOBEAR, INC.
SUPERVISE SITE WORK, GRADING, ROAD BUILDING, PARKING LOTS, AND
OTHER WORK UP TO \$1,000,000. PER PROJECT

1998 TO 2013 WARDEN CONSTRUCTION
VICE PRESIDENT

OVERSEE OPERATIONS OF THE COMPANY DOING A VOLUME OF
APPROXIMATELY \$ 5,000,000. AS SITE DEVELOPMENT CONTRACTOR,
PROVIDING QUALITY WORK TO THE PRIVATE AND PUBLIC SECTORS OF
THE CONSTRUCTION INDUSTRY.

2013 TO PRESENT

SUPERVISOR/PROJECT MANAGER FOR JOBEAR CONTRACTING, INC.



CERTIFICATE OF LIABILITY INSURANCE

JOBEC-1 OP ID: PRE

DATE (MM/DD/YYYY)

06/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dawson Orlando 766 North Sun Drive Suite 2090 Lake Mary, FL 32748 James H Breen	CONTACT NAME: James H Breen PHONE (A/C, No, Ext): 407-833-0300 E-MAIL: preynolds@dawsoncompanies.com FAX (A/C, No): 407-333-3277
INSURED Jobear Contracting Inc. 1950 Danr Drive NE Palm Bay, FL 32905	INSURER(S) AFFORDING COVERAGE INSURER A: Auto Owners Ins Co NAIC # 18988 INSURER B: Continental Casualty Ins Co 20443 INSURER C: Transportation Ins Co INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD INVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		5093797174	06/26/2016	06/26/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP-OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		50-399728-00	06/26/2016	06/26/2017	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		5093775708	06/26/2015	06/26/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	5093797160	06/26/2016	06/26/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Equipment Floater		5095774250	06/26/2016	06/26/2017	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Information Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

April 28, 2016

JOBEAR CONTRACTING, INC.
1950 DANR DRIVE NE
PALM BAY FL 32905

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2017. However, the new application is due 4/30/2017.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:

<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING

Please be advised the Department of Transportation has considered your company's qualification in all work classes requested. We have evaluated your company's organization, management, work experience, work performance and adequacy of equipment as directed by section 14-22.003, Florida Administrative Code. Based on this evaluation, the Department is not able, at this time, to prequalify your company for the work classes: BRIDGE PAINTING, HOT PLANT-MIXED BITUM. COURSES, PAVEMENT MARKING, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, TRAFFIC SIGNAL.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.004(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

JOBEAR CONTRACTING, INC.
April 28, 2016
Page Two

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan D Autry

Alan Autry, Manager
Contracts Administration Office

Digitally signed by Alan D Autry
DN: c=US, o=IdemTrust ACES Business Representative,
ou=FLORIDA DEPARTMENT OF TRANSPORTATION,
cn=Alan D Autry,
3.9.23.42.19200300.100.1.1=A01097CC0200140E287191
800004776
Date: 2016.04.29 10:47:23 -0400

AA:cj

Jobear Contracting Inc - Scheduled Equipment

Location #	Year	Manufacturer	Model	Description	Serial #
1	1979	John Deere		444 Front End Loader	3.11E+08
1	1987	John Deere	Mdl 570	Motor-Grader	DW570EX5
1			1160	Laser	3907
1			1250	Laser Spy	253
1				544 G Load	DW544GB1
1		John Deere	570B	Motor Grader	541918
1	1998	Bomag		Roller	1.02E+11
1	1972	Ford		3/4' Tenker	F60DVI414
1		John Deere	1230LC	Backhoe	FF03x6000
1				Jet Pump	
1				Cement Mixer	HX26GCAB
1				Wisper We	26141
1	1985	GMC		Water Truck	1DGL701B1
1		Kubota		Tractor	L3130DT
1	2005	John Deere		544 Front End Loader	DW544JZ51
1	2008	Bobcat	S250	Front End Loader	5.26E+08
1		Ingersoll-Rand	SD-40D	Vibratory Roller	147208
1	2008	Seaman	TO730 H-K	Travel Mixer	SM0755
1	1970	Link-Belt		Truck Crane	3H433
1		Miller Matic	251	Welder	LC573538
1		Komatsu	FG15	Forklift	126566A
1	1995	Crosley		Trailer	CTL85204R
1	2005	EXPD		Trailer	4D6EB1423
1	2011	Case	621E Wheel Loader		NBF210840

LIST OF SUBCONTRACTORS/SUPPLIERS

BAREFOOT BAY – CHEROKEE COURT & TAMARIND CIRCLE DRAINAGE IMPROVEMENTS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the Owner through the Engineer.

Subcontractor and Address

NO SUBS

Class of Work to be performed or
Type of Material to be Supplied

(1) _____

(2) _____

(3) _____

(4) _____

(5) _____

(6) _____

* Attach additional sheets as necessary.

DATE _____

JOBEAR CONTRACTING, INC
BIDDER

[Signature]
SIGNATURE

BID FORM

PROJECT IDENTIFICATION: Barefoot Bay – Cherokee Court & Tamarind Circle
Drainage Improvements

CONTRACT IDENTIFICATION AND NUMBER:
B.S.E. # 11311.02 / 11311.03

THIS BID IS SUBMITTED TO:
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard
Melbourne, FL 32901
(321) 725-3674 telephone
(321) 723-1159 fax

1. The undersigned **BIDDER** proposes and agrees, if the **BID** is accepted, to enter into an Agreement with **OWNER** in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. **BIDDER** accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for sixty calendar days after the day of Bid opening. **BIDDER** will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen calendar days after the date of **OWNER**'s Notice of Award.
3. In submitting this Bid, **BIDDER** represents, as more fully set forth in the Agreement, that:
 - (a) **BIDDER** has examined copies of all the Contract Documents and of the following addenda:

<u>Date</u>	<u>Number</u>
<u>2-28-17</u>	<u>1</u>
<u>2-28-17</u>	<u>2</u>
<u> </u>	<u> </u>

(receipt of all of which is hereby acknowledged) and also copies of the Invitation to Bid and the Instruction to Bidders;

BAREFOOT BAY – CHEROKEE COURT & TAMARIND CIRCLE DRAINAGE IMPROVEMENTS

ADDENDUM 1 REVISED BID FORM – OPINION OF QUANTITIES

B.S.E. File # 11311.02 / 11311.03

FEBRUARY 28, 2017

See the following information in response to questions posed by Contractors concerning the above referenced project:

GENERAL

1. **Would you consider adding a bid item for: Mobilization/General Conditions and one for Erosion Control?**

Feel free to add a line item for mobilization and erosion control; however, keep in mind this is a lump sum bid.

2. **Do we need silt fence on both sides of ditches and both sides of new pipe installation?**

The ditches do not need to have silt fence, only place at outfall points.

3. **Are we bidding Type "C" Catch basins with NON-Traffic grates?**

Use traffic grates for Type C catch basins.

TAMARIND CIRCLE

4. **Do you want to add a bid item for 18" MES?**

Feel free to add a line item for 18" MES; however, keep in mind this is a lump sum bid.

5. **What does the note on first item mean? "Not refilling for replacement pipe"?**

Disregard the 1st line item which has been deleted on the revised Bid Form attached.

ADDITIONAL INFORMATION TO NOTE:

- 15" ADS smooth core pipe refers to interior smooth only.
- Vegetation within the construction area is to be removed and not replaced; however, care should be taken to minimize disturbance.

Please utilize the attached revised Bid Form and include line items as necessary; however, keep in mind this is a lump sum bid.

Acknowledgement of Receipt

Robert Beatty 2-28-17
Signature Date

Robert Beatty
Name

NOTE: COPY OF SIGNED ADDENDUM MUST BE RETURNED WITH BID

**BAREFOOT BAY – CHEROKEE COURT & TAMARIND CIRCLE
DRAINAGE IMPROVEMENTS**

ADDENDUM #2

B.S.E. File # 11311.02 / 11311.03

FEBRUARY 28, 2017

See the following information in response to additional questions posed by Contractors concerning the above referenced project:

1. **Pertaining to the new bid line item for new fill. Do you have a particular gradation requirement?**

No, just clean fill.

2. **Is ALL backfill required to be "new" fill?**

No, use what is from the excavation areas first.

3. **Does Barefoot Bay have an area where we can dump the excavated dirt from the ditches and pipe trenches?**

Yes, at their onsite maintenance yard.

Acknowledgement of Receipt

 2-28-17
Signature Date

ROBERT BEATTY
Name

NOTE: COPY OF SIGNED ADDENDUM MUST BE RETURNED WITH BID

- (b) **BIDDER** has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), including disposal of cleared material and the conditions affecting cost, progress or performance for the Work and has made such independent investigations as **BIDDER** deems necessary;
- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; **BIDDER** has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; **BIDDER** has not sought by collusion to obtain for himself any advantage over any other Bidder or over **OWNER**; and
- (d) Two sets of drawings, each set consisting of a Cover Sheet and Sheet Number 2; the first set bearing the General Title Barefoot Bay – Tamarind Circle and the second set Barefoot Bay – Cherokee Court.
4. **BIDDER** will complete the Work for the following price(s):
ONE HUNDRED SEVENTY FIVE THOUSAND
CONTRACT PRICE: **NINETY SEVEN & 40** DOLLARS,
(\$ **175,097.40**).
5. **BIDDER** acknowledges that a separate Notice to Proceed will be issued and the possible impacts of such have been considered within the Bid.
6. **BIDDER** agrees that the individual stages of the Work will be substantially completed per the following schedule, such days reflecting the time after the date when the Contract Time commences to run.

Substantial Completion
90 days

Full Completion
120 days

OWNER and **CONTRACTOR** recognize that time is of the essence of the Agreement and that **OWNER** will suffer financial loss if the Work is not substantially complete within the time specified, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize that it is difficult, if not impossible, to ascertain precisely the actual loss suffered by **OWNER** if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, **OWNER** and **CONTRACTOR** agree that as liquidated damages for delay (but not as a penalty) **CONTRACTOR** shall pay **OWNER** one hundred dollars (\$100.00) for each calendar day that expires after the time specified substantial completion until the Engineer finds the Work is substantially completed, in accordance with the General Conditions.

7. The following document is attached to and made a condition of this Bid:
- (a) A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.
 - (b) Exhibit A — Estimated Quantity Forms
8. The attached estimated quantities are included only for the assistance of the Bidder and for establishing unit prices for individual items. Payment for all work will be based upon actual measurements of installed and accepted work.
9. Communications concerning this Bid shall be addressed to:
- Mr. Scott M. Glaubitz, P.E., P.L.S.
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard
Suite 4
Melbourne, FL 32901
10. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as a part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON 3-17-17, 2017.

Name of Firm: JOBEAR CONTRACTING, INC

Signature: _____

(Seal)

Title: PRESIDENT

Attest: Cynthia R. King

Business Address: 1950 DANR DRIVE N.E

PALM BAY, FL 32905

Phone No.: 321-722-3571

IMPORTANT:

Note: If the Contractor is a corporation, the legal name of the corporation shall be set forth above together with a signature of the officer or officers authorized to sign Contracts on behalf of the Corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signatures of all the partners; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

**BAREFOOT BAY
CHEROKEE COURT & TAMARIND CIRCLE DRAINAGE IMPROVEMENTS
CONTRACTOR BID FORM
BSE # 11311.02 / 11311.03**

ITEM	UNIT	ENGINEER ESTIMATED QUANTITY	CONTRACTOR UNIT PRICE	CONTRACTOR ESTIMATED QUANTITY	TOTAL PRICE
TAMARIND CIRCLE					
MOBILIZATION/GENERAL CONDITIONS	LS	1	1	\$ 4,000.00	\$ 4,000.00
EROSION CONTROL	LS	1	1	\$ 2,500.00	\$ 2,500.00
DEWATERING/COFFERDAM FOR POND CONNECTION	LS	1	1	\$ 5,000.00	\$ 5,000.00
CLEAN/REGRADE SWALE, PROTECT THE EXISTING FENCE, RESOD AS NECESSARY, CLEAR AS NECESSARY	LF	1,415	1420	\$ 30.00	\$ 42,600.00
INLETS	EA	4	4	\$ 2,250.00	\$ 9,000.00
15" ADS PIPE	LF	383	383	\$ 35.00	\$ 13,405.00
18" ADS PIPE	LF	346	368	\$ 38.05	\$ 14,002.40
18" MES APRON ON ADS PIPE	EA	1	1	\$ 650.00	\$ 650.00
MISCELLANEOUS IRRIGATION REPAIR (IF ANY)	LS	1	1	\$ 500.00	\$ 500.00
SOD	LS	1	1	\$ 11,000.00	\$ 11,000.00
NEW FILL OVER PIPE	LS	1	1	\$ 3,000.00	\$ 3,000.00
SUBTOTAL - TAMARIND CIRCLE					\$ 105,657.40
CHEROKEE COURT					
MOBILIZATION/GENERAL CONDITIONS	LS	1	1	\$ 4,000.00	\$ 4,000.00
EROSION CONTROL	LS	1	1	\$ 2,100.00	\$ 2,100.00
CLEARING	LS	1	1	\$ 3,500.00	\$ 3,500.00
CLEAN EXISTING OUTFALL DITCH	LF	815	815	\$ 30.00	\$ 24,450.00
MODIFY EXISTING BATCH BASINS	EA	2	2	\$ 1,500.00	\$ 3,000.00
NEW CATCH BASINS	EA	2	2	\$ 2,250.00	\$ 4,500.00
12" ADS PIPE	LF	88	90	\$ 32.00	\$ 2,880.00
15" ADS PIPE	LF	306	306	\$ 35.00	\$ 10,710.00
14" X 23" ALUMINUM PIPE	LF	92	92	\$ 50.00	\$ 4,600.00
HEADWALL OR MITERED END SECTION (14" x 23")	EA	1	1	\$ 700.00	\$ 700.00
MISCELLANEOUS IRRIGATION REPAIR (IF ANY)	LS	1	1	\$ 500.00	\$ 500.00
SOD	LS	1	1	\$ 6,500.00	\$ 6,500.00
NEW FILL OVER PIPE	LS	1	1	\$ 2,000.00	\$ 2,000.00
SUBTOTAL - CHEROKEE COURT					\$ 69,440.00
TOTAL					\$ 175,097.40

NOTES

1. Bids shall include sales tax and other applicable taxes and fees.
2. The Engineer's Estimated Quantities are provided for your convenience. Contractor should bid their own quantities. If there is a large discrepancy, please contact Engineer.

BID IS LUMP SUM

ITEMS IN BLUE SHADED LINES ADDED BY CONTRACTOR FOR CLARITY

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

JoBear Contracting, Inc.

as Principal, (hereinafter called the "Principal"), and Western Surety Company

_____, a corporation duly organized under the laws of the State of South Dakota, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto Bare Foot Bay Recreation District

as Oblige, (hereinafter called the "Oblige"), in the sum of -----Five Percent of the Bid Amount-----
Dollars (\$ -----5%-----), for the payment of which sum well and truly to be made, the said Principal
and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Bare Foot Bay Cherokee Ct and Tamarind Circle Drainage

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of March A.D., 2017

Witness

JoBear Contracting, Inc.
Principal
(SEAL)

Garnett Roberts
Witness

Western Surety Company

By Charles B. Boornazian (SEAL)
Charles Boornazian, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by **Western Surety Company**
Western Surety Company vouches that the language in the document is a true and correct copy of the original.

vouches that the language in the document conforms exactly to the language

used in AIA Document A-310, February 1970 Edition.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Valli S Ritenour, Mark A Manfre, John K Ritenour, R Q Roberts Jr, Marsha Lynn Wendt, Martha A Kuveikis, Nickie Lynn Sorensen, Charles Boornazian, Individually

of Longwood, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha }

ss

On this 12th day of June, 2015, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of March 2017.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

PROPOSAL

BAREFOOT BAY – CHEROKEE COURT & TAMARIND CIRCLE DRAINAGE IMPROVEMENTS

Full Name of Bidder: Don Luchetti Construction Inc.

Main Business Address: 565 Distribution Drive, Melbourne, Florida 32904

Place of Business: 565 Distribution Drive, Melbourne, Florida 32904

State Contractor's License: CUC049485

TO: Barefoot Bay Recreation District (hereinafter called the **Owner**)

The undersigned, as Bidder, declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications, including Addenda issued thereto and acknowledges receipt below:

Addendum Number	Date Issued	Contractor's Initials
<u>1</u>	<u>2/28/2017</u>	<u>D.L.</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

He proposes, and agrees if this Proposal is accepted, that he will contract with Barefoot Bay Recreation District in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed, and according to the requirements of the Owner as therein set forth, furnish the Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Documents, and that he will take full payment the sums set forth in the following bid schedule.

Upon receipt or written notice of the conditional acceptance of this bid, bidder will execute the formal Contract attached and deliver the insurance within 15 days as required by the Contract Documents.

If awarded a contract under this Proposal, the Undersigned proposes to start work at the site within 14 calendar days after the receipt from the Owner of a written Notice to Proceed. The Undersigned further agrees to fully complete all work covered per the following schedule. All dates shown represent consecutive calendar days from and including the date of receipt from the Owner of a written Notice to Proceed.

Contract Time Substantial Completion

90 days

Final Completion

120 days

OWNER and **CONTRACTOR** recognize that time is of the essence of the Agreement and that **OWNER** will suffer financial loss if the Work is not substantially complete within the time specified, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize that it is difficult, if not impossible, to ascertain precisely the actual loss suffered by **OWNER** if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, **OWNER** and **CONTRACTOR** agree that as liquidated damages for delay (but not as a penalty) **CONTRACTOR** shall pay **OWNER** one hundred dollars (\$100.00) for each calendar day that expires after the time specified substantial completion until the Engineer finds the Work is substantially completed, in accordance with the General Conditions.

Bid Security

Accompanying this Bid is a Certified or a Cashier's Check or a Bid Bond in the amount of \$ 5%, made payable to the Owner which may be forfeited as liquidated damages if, in the event this proposal is accepted, the undersigned fails to execute the Agreement and furnish and pay for the required performance and payment bonds for the Owner within ten (10) days after acceptance of the Bid; otherwise said Certified or Cashier's Check or Bid Bond will be returned to the undersigned.

Award of Bid

Bidder acknowledges that Owner may not award the Contract immediately. Bidder acknowledges that all prices quoted within the proposal are valid for a period of sixty (60) days after bid opening. If the Contract is not awarded within sixty (60) days, Bidder may adjust the unit prices proposed; however, Owner retains the right to reject all bids and rebid the project.

Respectfully Submitted:

State of Florida

County of Brevard

Don Luchetti, being first duly sworn on oath deposes and says that the Bidder on the above Proposal is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

Don Luchetti, also deposes and says that he has examined and carefully prepared his Bid Proposal from the Contract Drawings and Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

(a) Corporation

The bidder is a corporation organized and existing under the laws of the State of Florida, which operates under the legal name of Don Luchetti Construction Inc., and the full names of its officers are as follows:

President	<u>Don Luchetti</u>
Secretary	<u>Thomas E Smith</u>
Treasurer	<u>Chris Luchetti</u>
Vice President	<u>Mary Luchetti</u>

and it (does) or (does not) have a corporate seal. The ~~_____ is authorized to sign construction proposals and contracts for the company by action of its Board of Directors taken _____, a certified copy of which is hereto attached (Strike out this last sentence if not applicable).~~

(b) Co-Partnership

The Bidder is a co-partnership consisting of individual partners whose full names are as follows:

N/A _____

The co-partnership does business under the legal name of: _____

N/A _____

(c) Individual

The bidder is an individual whose full name is, N/A, and if operating under a trade name, said trade name is _____.

Dated _____, 2017.



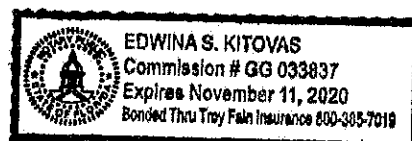
Legal Entity
By: [Signature]
Don Luchetti, President
Telephone No. 321-951-2947

Subscribed and sworn to before me this 17th day of March, 2017.

Edwina S Kitovas
Notary Public Edwina S Kitovas #GG 033837

My Commission Expires:

November 11, 2020





AIA Document A305

Contractor's Qualification Statement

1986 EDITION

This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Barefoot Bay Recreation District

ADDRESS: 625 Barefoot Blvd. Barefoot Bay, Florida 32976

SUBMITTED BY: Don Luchetti Construction Inc.

Corporation ☒

NAME: Don Luchetti, President

Partnership ☐

ADDRESS: 565 Distribution Drive, Melbourne, Florida 32904

Individual ☐

PRINCIPAL OFFICE: 565 Distribution Drive, Melbourne, Florida 32904

Joint Venture ☐

Other ☐

NAME OF PROJECT (if applicable): Barefoot Bay - Cherokee Court & Tamarind Circle Drainage Improvements.

TYPE OF WORK (file separate form for each Classification of Work):

☒ General Construction

☐ HVAC

☐ Plumbing

☐ Electrical

☐ Other _____

(please specify)

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

A305-1986 1

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1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor? 30 Years
- 1.2 How many years has your organization been in business under its present business name? 30 Years
- 1.2.1 Under what other or former names has your organization operated? None
- 1.3 If your organization is a corporation, answer the following:
- 1.3.1 Date of Incorporation: June 10, 1987
 - 1.3.2 State of Incorporation: State of Florida
 - 1.3.3 President's name: Don Luchetti
 - 1.3.4 Vice-president's name(s): Mary Luchetti
 - 1.3.5 Secretary's name: Thomas E. Smith
 - 1.3.6 Treasurer's name: Chris Luchetti
- 1.4 If your organization is a partnership, answer the following: N/A
- 1.4.1 Date of organization:
 - 1.4.2 Type of partnership (if applicable):
 - 1.4.3 Name(s) of general partner(s):
- 1.5 If your organization is individually owned, answer the following: N/A
- 1.5.1 Date of organization:
 - 1.5.2 Name of owner:

- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

N/A

2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Underground Utility Contractor	License # CUC049485
Class V Fire Sprinkler Contractor	License # 967303-001-1996
Surveyor & Mapper Business	License # LB7749
Professional Surveyor	License # LS5069
Local Business City of Melbourne	Registration # BTR20445
Brevard County Buisness	Acct # 875001001

- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

City of Melbourne
Brevard County
State of Florida

3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.

Earthwork/Excavation; Clearing, Demolition, Underground Utilities; Fireline, Surveying; Concrete Work.

- 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it? No

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? No

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? No

- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) No

- 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date. **See Attached Sheets**

3.4.1 State total worth of work in progress and under contract:

\$ 5,000,000.00

- 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces. **See Attached Sheets**

3.5.1 State average annual amount of construction work performed during the past five years:

\$10,000,000.00 to \$15,000,000.00

- 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization. **See Attached Sheets**

4. REFERENCES **See Attached Sheets**

4.1 Trade References:

Ferguson Waterworks
Greg Johnson
7800 Ellis Road
Melbourne, Florida 32904
321-723-3177
greg.johnson@ferguson.com

County Materials Corporation
Rick Bolinger
P.O. Box 435
Astatula, Florida 34705
772-453-1103
rick.bolinger@countymaterials.com

Standard Precast Inc.
Scott Edwards
12300 Presidents Court
Jacksonville, Florida 32226
321-402-9851
scott@standardprecast.com

VA Paving Inc.
Al Mallard
P.O. Box 1046
Cocoa, Florida 32923
321-636-2565
Al.Mallard@vapaving.com

4.2 Bank References:

Wells Fargo Bank
685 South Babcock Street
Melbourne, Florida 32901
Sandra Burge, Vice President
321-327-1034

4.3 Surety:

4.3.1 Name of bonding company:

NGM Insurance, 4601 Touchton road East, #3400, Jacksonville, FL 32246

4.3.2 Name and address of agent:

Nielson, Mosholder & Associates, 4380 St. Johns Parkway,
Suite 110, Sanford, Florida 32771

5. FINANCING

5.1 Financial Statement. Will submit upon request per bidding Documents

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

5.1.3 Is the attached financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

6. SIGNATURE

6.1 Dated at 17th Day of March, 2017

Name of Organization: Don Luchetti Construction Inc.

By: Don Luchetti

Title: President

6.2

By: _____

M r. Don Luchetti, President of Don Luchetti Construction Inc. being
duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be
misleading.

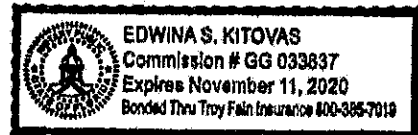
Subscribed and sworn before me this

17th

day of March, 2017

Notary Public: *Edwina S Kitovas*
Edwina S Kitovas, #GG 033837

My Commission Expires: November 11, 2020



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CURRENT PROJECTS

Owner	Project Name	Project Description	Contractor Reference	Design Engineer	Contract Amount	% Complete
Veterans Administration	VA Mental Health Annex	Demolition/Clearing/Earthwork/Waterline	Blue Cord Construction & Design	Highland Engineering Inc. 79 West Illian Street, Orlando, Florida 32806 407-275-7877	\$ 33,506	0
Veterans Administration	VA Mental Health Annex	Demolition/Clearing/Earthwork/Waterline	Blue Cord Construction & Design	Toland Mizell & Molnar 590 Means Street NW Suite 200, Atlanta, GA 30318	\$ 40,607	10
Florida Power & Light	FPL - Eau Gallie Malabar Culvert Installation	Clearing/Earthwork/Storm Drainage/ Stabilization	Kennedy Contractors, Gregg Rautensrauch - 2465 Mercer Avenue Suite 107, West Palm Beach, FL 33401 561-296-0609	Power Wright Technologies 636 US Hwy 1, Suite 207 North Palm Beach, FL 33408 561-844-1717	\$ 218,633	90
Acorn Mini Storage	Acorn Mini Storage, 1340 Culver Drive N.E.	Clearing/Earthwork/Storm Drainage/Sanitary Sewer/Waterline/Fireline/Pavement/ Pavement Markings	Acorn Mini Storage - Owner David Fahmie, 189 Sebastain Blvd, Sebastian, Florida 32958	Construction Engineering Group, 2651 West Eau Gallie Blvd. Suite A Melbourne Florida 32935 321-253-1221	\$ 402,340	10
City of Melbourne	North/South Garfield St & Bell Ave Drainage	Drainage Improvements & Baffle Boxes	City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, FL 32901, Tom Baker 321-608-7202	City of Melbourne Engineering Dept., Thomas Baker 321-608- 7202	\$ 774,418	75
Eastern Florida State College	Eastern Florida State College, Health Sciences Building, Melbourne	Site development for addition to campus	Alax Building Corporation, 1080 Commerce Blvd, Midway, FL 32343, Marshall Quarles 321-433-5366	BRPH 321-254- 7666	\$ 1,736,015	75
Melbourne Airport Authority	MAA - Grumman Place Realignment	Construct a two-lane curbed, asphalt- paved road with clearing, earthwork, drainage, grading, concrete walk, Lighting, pavement marking and signs.	Melbourne Airport Authority, One Air Terminal Parkway, Suite 220, Melbourne, FL 32901. Brian Pendleton,	Airport Engineering Company	\$ 1,364,054	40
Micah Savell	Lake Washington Car Wash	Site Improvements for New Car Wash Expansion Project to include Sewer/Demolition/Storm Drainage/Sewer/Waterline/Fireline/ Pavement	Reynolds General Contractors 445 Montreal Avenue, Melbourne FL 32935 321-225-0406	RK Engineering and Associates 385 Pineda Court, Melbourne, FL 321-253-9595	\$ 42,984	98
Melbourne Healthcare Associates LTD.	Melbourne Terrace		PAVCO/Mike Fisher 1928 Dairy Rd, West Melbourne, Florida 32904	Farney & Barley Associates 4450 NE 83rd Rd. Wildwood, FL 34785 352-748-3126	\$ 714,842	45



CURRENT PROJECTS

Owner	Project Name	Project Description	Contractor Reference	Design Engineer	Contract Amount	% Complete
Veterans Administration	VA Mental Health Annex	Storm Drainage Deficiencies	Blue Cord Construction & Design	Highland Engineering Inc. 79 West Illian Street, Orlando, Florida 32806 407-275-7877	\$ 33,506	20
Veterans Administration	VA Mental Health Annex	Demolition/Clearing/Earthwork/Waterline	Blue Cord Construction & Design	Toland Mizell & Molnar 590 Means Street NW Suite 200, Atlanta, GA 30318	\$ 40,607	10
Florida Power & Light	FPL - Eau Gallie Malabar Culvert Installation	Clearing/Earthwork/Storm Drainage/Stabilization	Kennedy Contractors, Gregg Rautenstrauch - 2465 Mercer Avenue Suite 107, West Palm Beach, FL 33401 561-296-0609	Power Wright Technologies 636 US Hwy 1, Suite 207 North Palm Beach, FL 33408 561-844-1717	\$ 218,633	90
Acorn Mini Storage	Acorn Mini Storage, 1340 Culver Drive N.E.	Clearing/Earthwork/Storm Drainage/Sanitary Sewer/Waterline/Fireline/Pavement/Pavement Markings	Acorn Mini Storage - Owner David Fahmie, 189 Sebastain Blvd, Sebastian, Florida 32958	Construction Engineering Group, 2651 West Eau Gallie Blvd. Suite A Melbourne Florida 32935 321-253-1221	\$ 402,340	10
City of Melbourne	North/South Garfield St & Bell Ave Drainage	Drainage Improvements & Baffle Boxes	City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, FL 32901, Tom Baker 321-608-7202	City of Melbourne Engineering Dept., Thomas Baker 321-608-7202	\$ 774,418	75
Eastern Florida State College	Eastern Florida State College, Health Sciences Building, Melbourne	Site development for addition to campus	Ajax Building Corporation, 1080 Commerce Blvd, Midway, FL 32343, Marshall Quarles 321-433-5366	BRPH 321-254-7666	\$ 1,736,015	75
Melbourne Airport Authority	MAA - Grumman Place Realignment	Construct a two-lane curved, asphalt-paved road with clearing, earthwork, drainage, grading, concrete walk, Lighting, pavement marking and signs.	Melbourne Airport Authority, One Air Terminal Parkway, Suite 220, Melbourne, FL 32901. Brian Pendleton,	Airport Engineering Company	\$ 1,364,054	40
Micah Savell	Lake Washington Car Wash	Site Improvements for New Car Wash Expansion Project to include Site/Demolition/Storm Drainage/Sewer/Waterline/Fireline/Pavement	Reynolds General Contractors 445 Montreal Avenue, Melbourne FL 32935 321-225-0406	RK Engineering and Associates 385 Pineda Court, Melbourne, FL 321-253-9595	\$ 42,984	98
Melbourne Healthcare Associates LTD.	Melbourne Terrace		PAVCO/Mike Fisher 1928 Dairy Rd, West Melbourne, Florida 32904	Faney & Barley Associates 4450 NE 83rd Rd. Wildwood, FL 34785 352-748-3126	\$ 714,842	45



HISTORY OF COMPLETED PROJECTS (5 YEARS)

Owner	Project Name	Project Description	Contractor Reference	Completed	Amount	% Work In House
United Launch Alliance, Cape Canaveral Air Force Station, Florida	CatCap LSA@-LC41	Backfill concrete foundations at Launch Complex LC-41 and prefabrication yard. Sitework.	Hensel Phelps Construction, 6657 Hazelhine National Drive, Ste. One, Orlando, FL 32822 Jacob Harbaugh 407-353-6094	2/2017	\$ 226,804	100
United Launch Alliance, Cape Canaveral Air Force Station, Florida	C3PH - Highbay Modernization	Demolition and site improvements/Concrete Utility Trench	Hensel Phelps Construction, 6657 Hazelhine National Drive, Ste. One, Orlando, FL 32822 Jacob Harbaugh 407-353-6094	2/2017	\$ 281,205	95
Wesley Groves	Wesley Groves Sub Division, West Melbourne	Site development for new subdivision - 44 lots, including drainage, road, retention	Matthew Development, Barry Richardson, 321-254-9145	2/2017	\$ 1,637,283	85
City of Melbourne	Ocean Blvd - A1A	Double Line Stop	City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, FL 32901, Tom Baker 321-608-7203	2/2017	\$ 162,800	100
Acorn Mini Storage	Acorn Mini Storage Melbourne Florida	Installation of Fireline	R&B Fire Sprinklers, Inc., PO Box 218, Melbourne, FL 32902, Brian McKeever 321-722-2660	1/2017	\$ 63,262	100
Northrop Grumman	NG Center of Excellence Expansion Project, Building 227	Demolition/Earthwork/Drainage/Waterline/Fireline/ Signage/	Northrop Grumman Aerospace Sys Bldg. ES-4 El Segundo, CA 90247	1/2017	\$ 498,553	100
Northrop Grumman	NG Center of Excellence Expansion Project, CUP Building	Demolition/Earthwork/Drainage	Northrop Grumman Aerospace Sys Bldg. ES-4 El Segundo, CA 90247	1/2017	\$ 39,189	100
Northrop Grumman	NG Center of Excellence Expansion Project, Melbourne, Florida	Sitework/Demolition/Storm Drainage/Sanitary Sewer/Waterline/Fireline/Concrete Sidewalks/ Roadway Pavement/Pavement Markings & Signage/Dewatering/Dust Control.	Northrop Grumman Aerospace Sys Bldg. ES-4 El Segundo, CA 90247	1/2017	\$ 4,488,172	90
Florida Ave @ Southwest Park Drainage Improvements	Drainage Improvements/Baffle Box	City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, FL 32901, Tom Baker 321-608-7201	City of Melbourne Engineering Dept., Thomas Baker 321-608-7201	12/2016	\$ 582,153	80
Northrop Grumman	Northrop Grumman Hawkeye Building 100 St. Augustine, Florida	Earthwork/Dewatering/Storm Drainage/Sitework/Lift Station/Sanitary Sewer/Demolition/Curbings/Concrete Sidewalks/Paving/Signage/Fireline.	The Austin Company, 3500 Piedmont Road Suite 725, Atlanta, GA Louis Roberson 321-301-0991	10/2016	\$ 6,063,221	85

Owner	Project Name	Project Description	Contractor Reference	Completed	Amount	% Work In House
Melbourne Airport Authority	Melbourne Airport Authority - North Access Road (St. Michaels Place) Melbourne	Cleaning/Earthwork/Drainage/Concrete Sidewalks/Handrails/Roadway/Pavement/Pavement Markings/Signage/Grassing.	Melbourne Airport Authority, One Air Terminal Parkway, Suite 220, Melbourne, FL 32901. Brian Pendleton,	10/2016	\$ 1,616,060	85
City of Melbourne	South Sarno Drainage Improvements, Melbourne	Major excavation project with storm drain improvements	City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, FL 32901, Tom Baker 321-608-7200	8/2016	\$ 2,227,593	90
Space Coast Credit Union	Space Coast Credit Union, Viera	Site improvements Earthwork/Water/Sewer/Storm Drainage/Asphalt Pavement) for corporate headquarters Phase 1C	Building Management Systems, 1675 John Rhodes Blvd., Melbourne, FL 32904, Jason Bartlett 321-723-6938	7/2016	\$ 1,297,263	82
Eastern Florida State College	Eastern Florida State College, Multiple Projects/Balfield Melbourne	Multiple Projects - Sitework/Storm Drainage/Waterline	Ajax Building Corporation, 1080 Commerce Blvd, Midway, FL 32343, Marshall Quarles 321-433-6366	7/2016	\$ 586,707	80
Northrop Grumman	NG Center of Excellence Bldg. 232	Sitework/Demolition/Storm Drainage/Sanitary Sewer/Waterline/Fireline/Pavement.	Northrop Grumman Aerospace Sys Bldg. ES-4 El Segundo, CA 90246	7/2016	\$ 556,125	100
Embraer	Embraer Aero Technologies	Installation of fire line	VA Paving, PO Box 1046, Cocoa Florida 32923 Al Mallard	6/2016	\$ 137,031	100
Northrop Grumman	NG Center of Excellence Temporary Parking Lot & Striping	Sitework/Demolition/Storm Drainage/Paving/Sidewalk and Curb/Signage	Northrop Grumman Aerospace Sys Bldg. ES-4 El Segundo, CA 90246	4/2016	\$ 1,813,346	80
Cape Canaveral Air Force Base	Tel IV Renovations	Site Work/Storm Improvements	City Services DataComm	4/2016	\$ 100,170	88
Southeastern Honda	Southeastern Honda	Demolition and site improvements for expansion	Chesapeake Development of Brevard, Inc., 129 Spinnaker St., Melbourne, FL 32951	2/2016	\$ 194,884	96
Space Coast Credit Union	SCCU - Rockledge Driveway Improvements	Driveway Improvements	Building Management Systems, 1675 John Rhodes Blvd., Melbourne, FL 32904, Jason Bartlett 321-723-6938	11/2015	\$ 64,060	95
Melbourne Airport Authority	MAA - Tropical Haven	Provide limited flow outfall path to the nearest inlet by excavating a swale, widening a swale, and installing two PVC pipes with headwall and M.E.S.	Melbourne Airport Authority, One Air Terminal Parkway, Suite 220, Melbourne, FL 32901. Brian Pendleton,	11/2015	\$ 24,973	100
United States Air Force	AFTAC	Underground utilities and site development for headquarters, utility plant, parking garage, and munitions	Hensel Phelps Construction, 6657 Hazeltine National Drive, Ste. One, Orlando, FL 32822	11/2015	\$ 2,522,551	92

Owner	Project Name	Project Description	Contractor Reference	Completed	Amount	% Work In House
Florida Institute of Technology	F.I.T. - Student Design Center	New building site development	Florida Institute of Technology, 150 W. University Blvd., Melbourne, FL 32901 Chase Brown 321-574-8036	10/2015	\$ 156,962	94
Florida Institute of Technology	F.I.T. - The West Parking Rivers Edge	Site work for parking area	Florida Institute of Technology, 150 W. University Blvd., Melbourne, FL 32901 Chase Brown 321-574-8036	10/2015	\$ 126,263	88
United States Air Force	ECS Duct Repair	Foundation backfill and corrugated metal pipe replacement at Launch Pad 41	Hensel Phelps Construction, 6657 Hazeltine National Drive, Ste. One, Orlando, FL 32822 Jacob Harbaugh 407-353-6094	10/2015	\$ 84,652	100
Housing Authority of Brevard County	Tucker Heights HUD Development	Total site development, utilities installations, new retention areas	Housing Authority of Brevard County Development, 1401 Guava Ave., Melbourne, FL 32936 David Matson 321-775-1561	9/2015	\$ 150,968	95
Northrop Grumman	Northrop Grumman Bldg. 228	Repair storm drainage pipe depression in asphalt	Reynolds Construction, 445 Montreal Avenue, Melbourne, FL 32935	8/2015	\$ 38,783	84
Harris Corporation	Harris Bldg. 102	Repair wash out area. Install concrete flumes and restoration	Harris Corporation, PO Box 9002, Melbourne, FL 32902, Tim Brown, 321-727-4752	8/2015	\$ 15,960	100
Prestige Office Complex	Prestige Office Bldg. (US1)	Site work and underground utilities	A&E Complete, LLC, P O Box 111451, Palm Bay, FL, Ed Montanez, 321-684-8578	8/2015	\$ 373,991	84
City of Melbourne	US Hwy 1 Water Main Break	Emergency repair of broken 20" concrete water main	City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, FL 32901, 321-608-7200 Jennifer Spagnoli	8/2015	\$ 11,483	100
City of Melbourne	SR 192 Water Main Break	Emergency repair of damaged 20" concrete water main	City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, FL 32901, 321-608-7200 Jennifer Spagnoli	7/2015	\$ 60,628	95
City of Melbourne	Hickory St. Pipe Drainage Replacement	Upgrade deteriorating metal and concrete pipes/Curb/Sidewalk	City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, FL 32901, 321-608-7200 Dani Straub	7/2015	\$ 565,443	96
City of Melbourne	City of Melbourne - 12" Force Main Bypass	Emergency repair of 12" force main	City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, FL 32901, 321-608-7200	6/2015	\$ 24,580	100
Northrop Grumman	Northrop Grumman St. Augustine - Underground Fire loop	Installation of underground fire loop	The Austin Company, 3500 Piedmont Rd. Suite 725, Atlanta, GA, Louis Roberson 321-301-0991	6/2015	\$ 642,544	100
Coastal Hyundai	Coastal Hyundai	Stabilize parking lot areas	Squires Construction Co., 3202 Jackson Ave, Palm Bay, FL 32905	6/2015	\$ 9,422	100

Owner	Project Name	Project Description	Contractor Reference	Completed	Amount	% Work InHouse
Space Coast Credit Union	Space Coast Credit Union - Dike	Installation of dike to accommodate communications utility installations	Building Management Systems, 1675 John Rhodes Blvd., Melbourne, FL 32904, Jason Bartlett 321-723-6938	5/2015	\$ 9,580	100
Simon Properties	Melbourne Square Mall	Sidewalk improvements	Simon Property Group, 225 West Washington St., Indianapolis, IN 46204, 317-685-7304 James Stocks	5/2015	\$ 29,026	84
Northrop Grumman	Northrop Grumman Bldg. 229	Underground Utilities, Earthwork, Drainage, Water, Sewer, Lift Station, sidewalks, curbing, Asphalt, Markings.	The Austin Company, 3500 Piedmont Rd. Suite 725, Atlanta, GA., Wes Nell, 949-943-4303	4/2015	\$ 3,981,700	86
Harris Corporation	Harris Corp. - 60" Storm Pipe	Excavate and repair damaged 60" storm pipe	Harris Corporation, PO Box 9002, Melbourne, FL, 32902, Tim Brown, 321-727-4752	4/2015	\$ 12,500	100
Florida Institute of Technology	F.I.T. - Intersil Research & Development	Intersil earthwork, paving	Florida Institute of Technology, 150 W. University Blvd., Melbourne, FL 32901 Chase Brown 321-674-8036	4/2015	\$ 43,301	100
City of Melbourne	Babcock St. Phase 3	Complete road improvements including storm, water, sewer, sidewalks, landscaping, traffic signalization	City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, FL 32901, 321-608-7200 Tami Gillen	3/2015	\$ 2,024,599	82
Harris Corporation	Harris Corp. - Pond	Install storm drain, dewater and demuck existing retention pond	Harris Corporation, PO Box 9002, Melbourne, FL, 32902, Tim Brown, 321-727-4752	2/2015	\$ 61,455	100
City of Melbourne	Sarno Road Force main Complex	Emergency repair 16" force main relocation	City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, FL 32901, 321-608-7200	2/2015	\$ 20,152	100
Florida Institute of Technology	F.I.T. - Country Club Rd.	Sidewalk improvements	Florida Institute of Technology, 150 W. University Blvd., Melbourne, FL 32901 Chase Brown 321-674-8036	2/2015	\$ 42,902	90
FDOT	SR507, Melbourne, FL	Roadway and drainage improvements	V.A. Paving, P O Box 1046, Cocoa, FL 32923, Al Mallard 321-636-2565	1/2015	\$ 1,222,646	88
Florida Institute of Technology	Intersil	Site utility modifications	Florida Institute of Technology, 150 W. University Blvd., Melbourne, FL 32901 Chase Brown 321-674-8036	12/2014	\$ 91,493	100
Simon Properties	Melbourne Square Mall	Install Utilities for mall expansion	Kennedy Contractors, 2465 Mercer Ave., West Palm Beach, FL 33401, Michael Carp, 561-434-1300	11/2014	\$ 290,737	90
Northrop Grumman	Northrop Grumman Bldg. 228	Underground Utilities and Sitemwork development for new Headquarters	The Austin Company, 3500 Piedmont Rd. Suite 725, Atlanta, GA., Gary Everett, 949-279-9042	10/2014	\$ 2,690,798	88

Owner	Project Name	Project Description	Contractor Reference	Completed	Amount	% WORK InHouse
City of Melbourne	Trimble Road - Phase 3	Water line installations and road improvements	City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, FL 32901, 321-608-7200	10/2014	\$ 163,148	90
Harris Corporation	Harris Corp. - Palm Bay Parking Lot Modifications	Parking Lot Modifications	Harris Corporation, PO Box 9002, Melbourne, FL 32902, Tim Brown, 321-727-4752	10/2014	\$ 11,162	100
City of Palm Bay	Troutman Blvd Utilities Relocation	Water, reuse, storm, force main installation/Lift Station/ and road improvements, traffic signalization	City of Palm Bay, 120 Malabar Rd., Palm Bay, FL 32907 321-953-8996 Hector Franco	9/2014	\$ 5,221,110	82
Harris Corporation	Harris Corp. - Building Berm - Wickham Rd.	Removal of earthen berm surrounding exterior wall	Harris Corporation, PO Box 9002, Melbourne, FL 32902, Tim Brown, 321-727-4752	8/2014	\$ 83,272	100
Harris Corporation	Harris Corp. - Troutman Blvd.	Site modifications for tie in to City of Palm Bay Project	Harris Corporation, PO Box 9002, Melbourne, FL 32902, Tim Brown, 321-727-4752	5/2014	\$ 71,458	100
Bass Pro Shops	Bass Pro Shops	Complete site development for new store	Dynamic Building Corp., 51 Pennwood Place, Warrendale, PA 15086, John Kincoff 724-366-1859	2/2014	\$ 462,428	80
FDOT	SR5 US1	Roadway and drainage improvements	Ranger Construction	1/2014	\$ 340,250	100
United States Air Force	AFTAC - Concrete Foundation	Excavation, backfill, grading for footers and columns	CCK Construction Services, 6250 Hazelton National Drive, Orlando, FL 32822, Luke Deller, 321-322-8658	1/2014	\$ 168,840	90
City of Melbourne	Trimble Road - Phase 2	Water line installation and road improvements	City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, FL 32901, 321-608-7200	11/2013	\$ 25,340	100
Williams Company	Goodwill US1, Rockledge	Parking lot and drainage improvements	Goodwill Industries	11/2013	\$ 174,284	88
City of Melbourne	Stewart/Sweetwood Sewer	Sewer main repair and replacement	City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, FL 32901, 321-608-7200 Jennifer Spagnoli	10/2013	\$ 104,681	100
Import Car Store	BMW	Parking lot, storm drain, water, fire lines, underground retention	Chesapeake Construction of Florida, Inc., 6921 Vickie Circle, Melbourne, FL 32904 Chad Cabrera	6/2013	\$ 277,911	86
City of Melbourne	Leewood & Rosemary Drive	Storm drain improvements	City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, FL 32901, 321-608-7200	6/2013	\$ 210,235	92
Veteran's Administration	Viera VA Clinic	Temporary parking lot	General Mechanical Corp.	5/2013	\$ 167,250	90
Harris Corporation	Harris Corp. - Lift station	Lift station	Harris Corporation, PO Box 9002, Melbourne, FL 32902, Tim Brown, 321-727-4752	5/2013	\$ 8,983	100

Owner	Project Name	Project Description	Contractor Reference	Completed	Amount	% WORK In House
FDOT	SR 70	SR 70 Roadway and drainage improvements	Johnson Davis, 604 Hillbrath Drive, Lantana, FL 33462. Scott or Leonard 561-588-1170	5/2013	\$ 9,976	100
United States Air Force	P.A.F.B. - Generator Building	Base improvements	ARJK, PO Box 25433, PAFB, FL 32925, Mitch Michalek, 403-334-3341	4/2013	\$ 68,460	92
United States Air Force	P.A.F.B. - Equipment Storage Building	Base improvements	ARJK, PO Box 25433, PAFB, FL 32925, Mitch Michalek, 403-334-3341	4/2013	\$ 45,758	92
Harris Corporation	SRCP Site Demolition	Demolition and site improvements for expansion	Harris Corporation, PO Box 9002, Melbourne, FL, 32902, Tim Brown, 321-727-4752	4/2013	\$ 17,600	100
Brevard County	Shenandoah Outfall Drainage PH I	Storm drain, water line, lift station and road improvements	Brevard County Commissioners, 2725 Judge Fran Jamieson Way, Viera, FL 32940, 321- 633-2000	3/2013	\$ 741,655	86
Harris Corporation	Harris Internal Utilities Corridor	Installation of lift station, gravity sewer, water, and fire lines	Harris Corporation, PO Box 9002, Melbourne, FL, 32902, Tim Brown, 321-727-4752	2/2013	\$ 951,704	96
FDOT	I-95 & SR 407	I-95 Roadway and drainage improvements (multiple segments)	Johnson Davis, 604 Hillbrath Drive, Lantana, FL 33462. Scott or Leonard 561-588-1170	2/2013	\$ 168,095	100

LIST OF SUBCONTRACTORS/SUPPLIERS

BAREFOOT BAY – CHEROKEE COURT & TAMARIND CIRCLE DRAINAGE IMPROVEMENTS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the Owner through the Engineer.

Subcontractor and Address

Class of Work to be performed or Type of Material to be Supplied

(1) GREENTHUMB
1085 JOHN RODES BLVD MELBOURNE FL

SOD

(2) _____

(3) _____

(4) _____

(5) _____

(6) _____

*Attach additional sheets as necessary.

March 17, 2017
DATE

Don Luchetti Construction, Inc.
BIDDER


SIGNATURE Don Luchetti, President

BID FORM

**PROJECT IDENTIFICATION: Barefoot Bay – Cherokee Court & Tamarind Circle
Drainage Improvements**

CONTRACT IDENTIFICATION AND NUMBER:

B.S.E. # 11311.02 / 11311.03

THIS BID IS SUBMITTED TO:

B.S.E. Consultants, Inc.
312 South Harbor City Boulevard
Melbourne, FL 32901
(321) 725-3674 telephone
(321) 723-1159 fax

1. The undersigned **BIDDER** proposes and agrees, if the **BID** is accepted, to enter into an Agreement with **OWNER** in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. **BIDDER** accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for sixty calendar days after the day of Bid opening. **BIDDER** will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen calendar days after the date of **OWNER's** Notice of Award.
3. In submitting this Bid, **BIDDER** represents, as more fully set forth in the Agreement, that:
 - (a) **BIDDER** has examined copies of all the Contract Documents and of the following addenda:

<u>Date</u>	<u>Number</u>
2/28/2017	Addendum 1

(receipt of all of which is hereby acknowledged) and also copies of the Invitation to Bid and the Instruction to Bidders;

- (b) **BIDDER** has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), including disposal of cleared material and the conditions affecting cost, progress or performance for the Work and has made such independent investigations as **BIDDER** deems necessary;
- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; **BIDDER** has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; **BIDDER** has not sought by collusion to obtain for himself any advantage over any other Bidder or over **OWNER**; and
- (d) Two sets of drawings, each set consisting of a Cover Sheet and Sheet Number 2; the first set bearing the General Title Barefoot Bay – Tamarind Circle and the second set Barefoot Bay – Cherokee Court.
4. **BIDDER** will complete the Work for the following price(s):
Two Hundred Eighty Three Thousand Nine Hundred and
CONTRACT PRICE: Eighty Three **DOLLARS,**
(\$ 283.983.00).
5. **BIDDER** acknowledges that a separate Notice to Proceed will be issued and the possible impacts of such have been considered within the Bid.
6. **BIDDER** agrees that the individual stages of the Work will be substantially completed per the following schedule, such days reflecting the time after the date when the Contract Time commences to run.

Substantial Completion

90 days

Full Completion

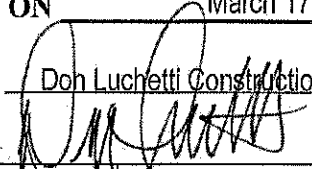
120 days

OWNER and **CONTRACTOR** recognize that time is of the essence of the Agreement and that **OWNER** will suffer financial loss if the Work is not substantially complete within the time specified, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize that it is difficult, if not impossible, to ascertain precisely the actual loss suffered by **OWNER** if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, **OWNER** and **CONTRACTOR** agree that as liquidated damages for delay (but not as a penalty) **CONTRACTOR** shall pay **OWNER** one hundred dollars (\$100.00) for each calendar day that expires after the time specified substantial completion until the Engineer finds the Work is substantially completed, in accordance with the General Conditions.

7. The following document is attached to and made a condition of this Bid:
- (a) A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.
 - (b) Exhibit A — Estimated Quantity Forms
8. The attached estimated quantities are included only for the assistance of the Bidder and for establishing unit prices for individual items. Payment for all work will be based upon actual measurements of installed and accepted work.
9. Communications concerning this Bid shall be addressed to:
- Mr. Scott M. Glaubitz, P.E., P.L.S.
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard
Suite 4
Melbourne, FL 32901
10. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as a part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON March 17, 2017.

Name of Firm: Don Luchetti Construction, Inc.

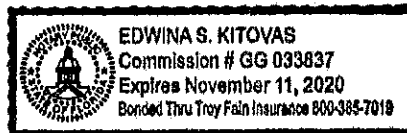
Signature: 

Title: President

(Seal)

Attest: 

Edwina S Kitovas, Notary State of Florida # GG 033837



Business Address: 565 Distribution Drive, Melbourne Florida 32904

Phone No.: 321-951-2947 Fax: 321-951-9114 Email: don@donluchetticonstruction.com

IMPORTANT:

Note: If the Contractor is a corporation, the legal name of the corporation shall be set forth above together with a signature of the officer or officers authorized to sign Contracts on behalf of the Corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signatures of all the partners; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

BAREFOOT BAY
CHEROKEE COURT & TAMARIND CIRCLE DRAINAGE IMPROVEMENTS
CONTRACTOR BID FORM REVISED 2.28.17
BSE # 11311.02 / 11311.03

ITEM	UNIT	ENGINEER ESTIMATED QUANTITY	CONTRACTOR UNIT PRICE	CONTRACTOR ESTIMATED QUANTITY	TOTAL PRICE
TAMARIND CIRCLE					
MOBILIZATION/GENERAL CONDITIONS/LAYOUT/SURVEY	LS	1	\$ 43,400.00	1	\$ 43,400.00
CLEAN/REGRADE SWALE, PROTECT THE EXISTING FENCE, RESOD AS NECESSARY, CLEAR AS NECESSARY	LF	1,415	\$ 23.00	1,415	\$ 32,545.00
INLETS	EA	4	\$ 4,500.00	4	\$ 18,000.00
15" ADS PIPE	LF	383	\$ 60.00	383	\$ 22,980.00
18" ADS PIPE	LF	346	\$ 64.00	346	\$ 22,144.00
15" MITERED END SECTION	EA	1	\$ 750.00	1	\$ 750.00
MISCELLANEOUS IRRIGATION REPAIR (IF ANY)	LS	1	\$ 7,200.00	1	\$ 7,200.00
SOD	LS	1	\$ 6,000.00	1	\$ 6,000.00
NEW FILL OVER PIPE	LS	1	\$ 5,200.00	1	\$ 5,200.00
SUBTOTAL - TAMARIND CIRCLE					\$ 158,219.00
CHEROKEE COURT					
MOBILIZATION/GENERAL CONDITIONS/LAYOUT/SURVEY	LS	1	\$ 36,316.00	1	\$ 36,316.00
DEMOLITION OF EXISTING PIPE/INLETS	LS	1	\$ 12,063.00	1	\$ 12,063.00
CLEAN EXISTING OUTFALL DITCH	LF	815	\$ 20.00	815	\$ 16,300.00
MODIFY EXISTING BATCH BASINS	EA	2	\$ 4,500.00	2	\$ 9,000.00
NEW CATCH BASINS	EA	2	\$ 60.00	2	\$ 120.00
12" ADS PIPE	LF	90	\$ 60.00	90	\$ 5,400.00
15" ADS PIPE	LF	287	\$ 60.00	287	\$ 17,220.00
14" X 23" ALUMINUM PIPE	LF	92	\$ 85.00	92	\$ 7,820.00
HEADWALL OR MITERED END SECTION (14" x 23")	EA	1	\$ 2,500.00	1	\$ 2,500.00
MISCELLANEOUS IRRIGATION REPAIR (IF ANY)	LS	1	\$ 7,200.00	1	\$ 7,200.00
SOD	LS	1	\$ 6,825.00	1	\$ 6,825.00
NEW FILL OVER PIPE	LS	1	\$ 5,000.00	1	\$ 5,000.00
SUBTOTAL - CHEROKEE COURT					\$ 125,764.00
TOTAL					\$ 283,983.00

NOTES

- Bids shall include sales tax and other applicable taxes and fees.
- The Engineer's Estimated Quantities are provided for your convenience. Contractor should bid their own quantities. If there is a large discrepancy, please contact Engineer.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Don Luchetti Construction, Inc.

565 Distribution Drive Melbourne FL 32904

as Principal, hereinafter called the Principal, and NGM Insurance Company

55 West Street Keene NH 03431

a corporation duly organized under the laws of the State of FL

as Surety, hereinafter called the Surety, are held and firmly bound unto Barefoot Bay Recreation District

625 Barefoot Blvd. Barefoot Bay FL 32976

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Barefoot Bay - Cherokee Court and Tamarind Circle Drainage

Improvements - B.S.E. # 11311.02/11311.03

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of March, 2017

Don Luchetti Construction, Inc.

(Principal)

(Seal)

By: 

PRESIDENT
(Title)

(Witness)

NGM Insurance Company

(Surety)

(Seal)

By: 

Attorney-in-Fact Laura D. Mosholder

(Title)



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-03001960

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Stephanie McCarthy, Kevin Wojtowicz, Laura Mosholder, Edward M Clark** its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 8th day of January, 2016.

NGM INSURANCE COMPANY By:

B. R. Fox

Bruce R Fox
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this January 8, 2016, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 8th day of January, 2016.

Techie Ann Philpot



Techie Ann Philpot
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF015117
Expires 10/3/2019

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this
17th day of March, 2017.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



BAREFOOT BAY – CHEROKEE COURT & TAMARIND CIRCLE DRAINAGE IMPROVEMENTS

ADDENDUM 1 REVISED BID FORM – OPINION OF QUANTITIES

B.S.E. File # 11311.02 / 11311.03

FEBRUARY 28, 2017

See the following information in response to questions posed by Contractors concerning the above referenced project:

GENERAL

- 1. Would you consider adding a bid item for: Mobilization/General Conditions and one for Erosion Control?**

Feel free to add a line item for mobilization and erosion control; however, keep in mind this is a lump sum bid.

- 2. Do we need silt fence on both sides of ditches and both sides of new pipe installation?**

The ditches do not need to have silt fence, only place at outfall points.

- 3. Are we bidding Type "C" Catch basins with NON-Traffic grates?**

Use traffic grates for Type C catch basins.

TAMARIND CIRCLE

- 4. Do you want to add a bid item for 18" MES?**

Feel free to add a line item for 18" MES; however, keep in mind this is a lump sum bid.

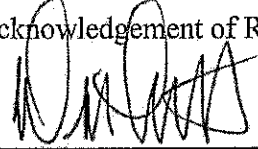
- 5. What does the note on first item mean? "Not refilling for replacement pipe"?**

Disregard the 1st line item which has been deleted on the revised Bid Form attached.

ADDITIONAL INFORMATION TO NOTE:

- 15" ADS smooth core pipe refers to interior smooth only.
- Vegetation within the construction area is to be removed and not replaced; however, care should be taken to minimize disturbance.

Please utilize the attached revised Bid Form and include line items as necessary; however, keep in mind this is a lump sum bid.

Acknowledgement of Receipt


Signature 3/17/17
Date

Don Luchetti, President
Name

NOTE: COPY OF SIGNED ADDENDUM MUST BE RETURNED WITH BID

Submitted By: Brewer Lawing & Development, LLC

BAREFOOT BAY CHEROKEE COURT & TAMARIND CIRCLE DRAINAGE IMPROVEMENTS CONTRACTOR BID FORM BSE # 11311.02 / 11311.03					
ITEM	UNIT	ENGINEER ESTIMATED QUANTITY	CONTRACTOR UNIT PRICE	CONTRACTOR ESTIMATED QUANTITY	TOTAL PRICE
TAMARIND CIRCLE					
CLEAN/REGRADE SWALE, PROTECT THE EXISTING FENCE, RESOD AS NECESSARY, CLEAR AS NECESSARY	LF	1,415	\$ 40.00	1,475	\$ 59,000.00
INLETS	EA	4	\$ 7,500.00	4	\$ 30,000.00
15" ADS PIPE	LF	383	\$ 65.00	390	\$ 25,350.00
18" ADS PIPE	LF	346	\$ 85.00	350	\$ 29,750.00
MISCELLANEOUS IRRIGATION REPAIR ALLOWANCE	LS	1	\$ 10,000.00	1	\$ 10,000.00
SOD	LS	1	\$ 17,500.00	1	\$ 17,500.00
NEW FILL OVER PIPE	LS	1	\$ 20,000.00	1	\$ 20,000.00
SUBTOTAL - TAMARIND CIRCLE					\$ 191,600.00
CHEROKEE COURT					
CLEAN EXISTING OUTFALL DITCH	LF	815	\$ 40.00	815	\$ 32,600.00
MODIFY EXISTING BATCH BASINS	EA	2	\$ 5,000.00	2	\$ 10,000.00
NEW CATCH BASINS	EA	2	\$ 7,500.00	2	\$ 15,000.00
12" ADS PIPE	LF	88	\$ 65.00	90	\$ 5,850.00
15" ADS PIPE	LF	306	\$ 65.00	310	\$ 20,150.00
14" X 23" ALUMINUM PIPE	LF	92	\$ 120.00	100	\$ 12,000.00
HEADWALL OR MITERED END SECTION (14" x 23")	EA	1	6500	1	\$ 6,500.00
MISCELLANEOUS IRRIGATION REPAIR ALLOWANCE	LS	1	\$ 10,000.00	1	\$ 10,000.00
SOD	LS	1	\$ 18,500.00	1	\$ 18,500.00
NEW FILL OVER PIPE	LS	1	\$ 25,000.00	1	\$ 25,000.00
SUBTOTAL - CHEROKEE COURT					\$ 155,600.00
TOTAL					\$ 347,200.00

NOTES

1. Bids shall include sales tax and other applicable taxes and fees.
2. The Engineer's Estimated Quantities are provided for your convenience. Contractor should bid their own quantities. If there is a large discrepancy, please contact Engineer.

EXHIBIT "A" NOTES

MASTER NOTES

Prices submitted are based upon the following:

- 1 No permits or associated fees.
- 2 Final payment to be made based upon final field measurement paid at the unit prices in the above bid.
- 3 Pricing is good for 30 days after submission of proposal, unless bid documents state otherwise.
- 4 Price does not include adjusting any existing utilities to grade.
- 5 No engineering or testing.
- 9 No Export of any Material (Assumed onsite Material suitable for Fill & Backfill)
- 10 No fencing relocation or repair
- 11 No repair or modification to existing Asphalt.
- 13 Project was bid using the assumption of full access to the site. Brewer Paving cannot be held responsible for any issues related to time if the access had been restricted.
- 14 Unless the words "lump sum" appear next to an item, all prices are per unit, and payments will be based upon the actual number of unites performed at that price. The prices quoted are binding for 30 days, but may be accepted at any later date at the sole option of Brewer Paving & Development, Inc. and subject to escalation based upon increases in Brewer's costs.
- 15 Payment and performance bonds are not included
- 16 Pricing excludes any permits, fees, testing, as-builts, staking, utility location and adjustment or relocation, asphalt saw-cutting.
- 17 This quote is contingent upon Brewer's satisfaction with credit conditions.
- 18 Brewer cannot be held responsible for any damage caused to any concrete surfaces while performing our portion of the proposed work. Brewer cannot be held responsible for any cleaning of any concrete surfaces while performing our portion of the proposed work.
- 19 Pricing is based on performing work during daytime operational hours and in accordance with Brewer's normal operational schedule.

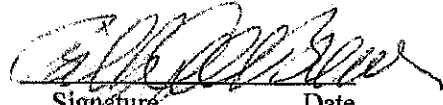
Barefoot Bay — Cherokee Court & Tamarind Circle Drainage Improvements
Addendum #1
Page 2

ADDITIONAL INFORMATION TO NOTE:

- 15" ADS smooth core pipe refers to interior smooth only.
- Vegetation within the construction area is to be removed and not replaced; however, care should be taken to minimize disturbance.

Please utilize the attached revised Bid Form and include line items as necessary; however, keep in mind this is a lump sum bid.

Acknowledgement of Receipt


Signature Date

Billy Joe Brewer
Name

NOTE: COPY OF SIGNED ADDENDUM MUST BE RETURNED WITH BID

**BAREFOOT BAY – CHEROKEE COURT & TAMARIND CIRCLE
DRAINAGE IMPROVEMENTS**

**ADDENDUM 1
REVISED BID FORM – OPINION OF QUANTITIES**

B.S.E. File # 11311.02 / 11311.03

FEBRUARY 28, 2017

See the following information in response to questions posed by Contractors concerning the above referenced project:

GENERAL

- 1. Would you consider adding a bid item for: Mobilization/General Conditions and one for Erosion Control?**

Feel free to add a line item for mobilization and erosion control; however, keep in mind this is a lump sum bid.

- 2. Do we need silt fence on both sides of ditches and both sides of new pipe installation?**

The ditches do not need to have silt fence, only place at outfall points.

- 3. Are we bidding Type "C" Catch basins with NON-Traffic grates?**

Use traffic grates for Type C catch basins.

TAMARIND CIRCLE

- 4. Do you want to add a bid item for 18" MES?**

Feel free to add a line item for 18" MES; however, keep in mind this is a lump sum bid.

- 5. What does the note on first item mean? "Not refilling for replacement pipe"?**

Disregard the 1st line item which has been deleted on the revised Bid Form attached.

**BAREFOOT BAY – CHEROKEE COURT & TAMARIND CIRCLE
DRAINAGE IMPROVEMENTS**

ADDENDUM #2

B.S.E. File # 11311.02 / 11311.03

FEBRUARY 28, 2017

See the following information in response to additional questions posed by Contractors concerning the above referenced project:

1. Pertaining to the new bid line item for new fill. Do you have a particular gradation requirement?

No, just clean fill.

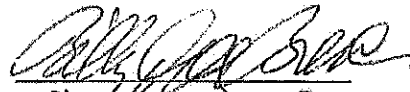
2. Is ALL backfill required to be "new" fill?

No, use what is from the excavation areas first.

3. Does Barefoot Bay have an area where we can dump the excavated dirt from the ditches and pipe trenches?

Yes, at their onsite maintenance yard.

Acknowledgement of Receipt


Signature Date

Billy Joe Brewer
Name

NOTE: COPY OF SIGNED ADDENDUM MUST BE RETURNED WITH BID

PROJECT SPECIFICATIONS

BAREFOOT BAY CHEROKEE COURT & TAMARIND CIRCLE DRAINAGE IMPROVEMENTS

B.S.E. CONSULTANTS, INC.

Civil, Agricultural, and Environmental
Engineers and Land Surveyors



***312 South Harbor City Boulevard, Suite #4
Melbourne, FL 32901
(321) 725-3674***

***B.S.E. File # 11311.02 / 11311.03
March 2017***

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PROPOSAL SECTION

NOTICE TO BIDDERS

BAREFOOT BAY – CHEROKEE COURT AND TAMARIND CIRCLE DRAINAGE IMPROVEMENTS

Notice is hereby given that sealed bids will be accepted by the Owner, Barefoot Bay Recreation District, for the furnishing of all labor and materials for the completion of Barefoot Bay – Cherokee Court and Tamarind Circle Drainage Improvements.

Complete bid packages were provided electronically to Contractors on February 24, 2017.

Bids should be submitted to BSE Consultants, Inc. (address below) by 2:00 p.m. on Friday, March 17, 2017. Bids received after this time will be returned unopened. There will be no public bid opening.

Scope of work shall include all labor and materials required to complete the project in accordance with the project plans and specifications.

The successful bidder will be required to fully complete all work within the stipulated time frame from and including the date to start work established in a written Notice to Proceed from the Owner.

The Owner reserves the right to reject all Proposals or any Proposal, and to waive technical errors and informalities.

Technical inquiries for this project shall be addressed to the Project Engineer:

Mr. Scott M. Glaubitz, P.E., P.L.S.
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard
Melbourne, FL 32901
(321) 725-3674
E-mail: sglaubitz@bseconsult.com

INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF SITE

Each Bidder by making his bid represents that he has visited the site and familiarized himself with all the conditions under which the Work is to be performed. It shall be the Bidder's obligation to verify for himself all information concerning site and subsurface conditions, locations of buried utilities, and any other conditions affecting the Work. The Owner will make available to the Bidder at the office of the Engineer information that he may have concerning site and subsurface conditions. However, any investigations of subsurface conditions were made solely for design purposes, and neither the Owner nor Engineer assumes any responsibility as to the sufficiency or accuracy of the investigation. Should the Bidder be awarded the Contract, he agrees that no claim will be made against the Owner or Engineer if actual conditions do not conform to those indicated. The prices for the bid shall include all costs of doing the work.

2. EXAMINATION OF CONTRACT DOCUMENTS

Each Bidder by making his bid represents that he has read and understands the Contract Documents. The Bidder shall include in his bid prices any and all costs that may be necessary to complete the work in accordance with the requirements of the Contract Documents.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Questions regarding documents, discrepancies, omissions, or intent of the Specifications or Drawings shall be submitted in writing to the Owner through the Engineer at least seven days prior to opening of bids to provide time for issuing an Addendum. Any interpretation of the Contract Documents will be made only by Addenda in the space provided in the Proposal Form. The Owner will not be responsible for any oral explanations or interpretations of the Contract Documents.

4. PROJECT

It is the intent of the Owner that a Notice to Proceed for construction will be issued as all required regulatory approval is received.

5. APPROXIMATE QUANTITIES

Approximate Quantities are shown on the Bid Form only to assist prospective bidders and to establish unit prices for all individual items. Payment for all work shall be made based upon actual completed and accepted work as outlined in Section 17010.

6. PREPARATION OF PROPOSAL

Only bids which are made out on the Proposal Form included in this document will be considered. A bid will be rejected if it does not contain a price for each item named in the Proposal. Bidders are warned against making any erasures or alterations of any kind, and bids which contain omissions, erasures, conditions, alterations, or additions not called for may be rejected.

7. SIGNING OF PROPOSAL

If the Bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of the president who is authorized to sign contracts on behalf of the corporation. If Bidder is a co-partnership, the true name of the firm shall be set forth together with the signatures of all partners. If Bidder is an individual, his signature shall be inscribed. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power of attorney must be on file with the Owner prior to opening of bids or submitted with the bid.

8. DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS

Each bidder shall list on the form included in these Documents the names and addresses of all subcontractors and suppliers who will perform work, render service, or provide material to the bidder on or about the construction site in an amount in excess of five percent of the Bidder's total base bid. Each Bidder shall show on the form the portion of the Work to be done by each subcontractor.

9. SUBMISSION OF PROPOSAL

Each Proposal, properly signed, shall be enclosed in a sealed envelope addressed and entitled as specified in the Notice to Bidders and delivered to the office designated in the Notice to Bidders. All Addenda issued shall be included with the Documents at the time of bid submittal.

10. WITHDRAWAL OR REVISION OF PROPOSAL

Any Proposal may be withdrawn at any time prior to the hour fixed in the Invitation to Bid for the opening of bids, provided that a request in writing, executed by the Bidder, or his duly authorized representative, for the withdrawal of such bid is filed with the Owner prior to that time. The withdrawal of a bid will not prejudice the right of a Bidder to file a new bid. No Proposal may be withdrawn, modified, or corrected after the time set for opening such Proposals.

11. QUALIFICATION OF BIDDERS

It is the intention of the Owner to award the Contract only to a Bidder who has furnished satisfactory evidence that he has the requisite experience and ability and that he has sufficient capital, facilities, and plant to prosecute the Work successfully and promptly, and to complete the Work within the time specified in the Contract Documents.

12. DISQUALIFICATION OF BIDDER

Only one Proposal for the Work described in this Document from an individual, firm or partnership, a corporation or an association under the same or different names, will be considered. Reasonable grounds for believing that any Bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such Bidder is interested. If there is reasonable grounds for believing that collusion exists among the Bidders, the bids of the participants in such collusion will not be considered.

13. PENALTY FOR COLLUSION

If at any time it shall be found that the person, firm, or corporation to whom the Contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the Contract so awarded shall be null and void, and the Contractor and his sureties shall be liable to the Owner for all loss or damage which the Owner may suffer thereby, and the Owner may advertise for new bids for said work.

14. LICENSE

Each Bidder shall possess state and local licenses as are required by law, and shall furnish satisfactory proof to the Owner upon request that the licenses are in effect during the entire period of the Contract. Bidder must also have an active underground Utility Contractor's License and provide verification with bid submittal package. A state of Florida's General Contractor's license will also be accepted.

15. CONSIDERATION OF BIDS

After the Proposals are opened and read, the Contract bid prices will be compared. The award will be made by the Owner on the basis of the Proposal from the lowest responsive*, responsible** qualified Bidder. Until the final award of the Contract, the Owner reserves the right to reject any and all Proposals and to waive all technicalities.

16. EFFECTIVE DATE OF AWARD

If a Contract is awarded by the Owner, such award shall be effective when formal notice of such award, signed by the authorized representative of the Owner, has been delivered to the intended awardee, or mailed him at the main business address shown on his bid, by some officer or agent of the Owner duly authorized to give such notice.

17. EXECUTION OF AGREEMENT

Copies of the Agreement in the number stated in the Agreement, shall be executed by the successful Bidder, and returned together with the required bonds and insurance, within 15 calendar days from the date of the award of the Contract. Effective date of bonds shall be the same or later than the date of the Agreement.

18. FAILURE TO EXECUTE AGREEMENT AND FILE BONDS AND INSURANCE

Failure of a successful Bidder to execute the Agreement and the required insurance within the required time shall be just cause for the annulment of the award. On failure of a successful Bidder to execute the Agreement and file the required insurance within the required time, he shall forfeit his bid security as liquidated damages. Upon annulment of an award, the Owner may then award a contract to the next lowest responsive, responsible bidder.

19. PAYMENT FOR EXCESS COSTS

The successful Contractor will be required to pay for the excess cost of field engineering, inspection, and liquidated damages as defined in the Supplemental Conditions.

20. COMMENCEMENT AND COMPLETION OF WORK

The successful bidder shall commence work within 14 calendar days after the issuance by the Owner of a written Notice to Proceed and shall substantially complete all work within _____ calendar days and fully complete all work within _____ calendar days from the date of the Notice to Proceed in accordance with the terms and conditions of the Contract Documents.

21. LIQUIDATED DAMAGES

OWNER and **CONTRACTOR** recognize that time is of the essence of the Agreement and that **OWNER** will suffer financial loss if the Work is not substantially complete within the time specified, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize that it is difficult, if not impossible, to ascertain precisely the actual loss suffered by **OWNER** if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, **OWNER** and **CONTRACTOR** agree that as liquidated damages for delay (but not as a penalty) **CONTRACTOR** shall pay **OWNER** one hundred dollars (\$100.00) for each calendar day that expires after the time specified substantial completion until the Engineer finds the Work is substantially completed, in accordance with the General Conditions.

22. OWNER'S RIGHTS

Owner reserves the right to reject any and all Bids, to waive any and all formalities and to negotiate contract terms with the non-responsive or conditional Bids; and/or to accept the Bid that, in his judgment, will be in the best interest of the Owner. The Owner reserves the right to add or delete from the quantities listed in the Bid Form without in any way invalidating any of the unit or lump sum prices bid.

The Owner shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and any Alternates accepted, which produce a total Contract Sum acceptable to the Owner.

***RESPONSIVE BIDDER:** Any person, firm or corporation submitting a bid for the work contemplated whose Bid Form is complete and regular, free of excisions or special conditions and has no alternative bids for any item unless requested in the technical specifications.

****RESPONSIBLE BIDDER:** Any person, firm or corporation submitting a bid for the work contemplated who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, and has adequate financial status to meet his obligations contingent to the work.


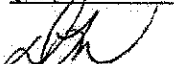
PROPOSAL

BAREFOOT BAY – CHEROKEE COURT & TAMARIND CIRCLE DRAINAGE IMPROVEMENTS

Full Name of Bidder:	CDM Trucking, Inc
Main Business Address:	P.O Box 290 Grant, Florida 32949
Place of Business:	1707 Canova Street, Unit 1, SE Palm Bay Florida 32909
State Contractor's License:	CUC1224459

TO: Barefoot Bay Recreation District (hereinafter called the Owner)

The undersigned, as Bidder, declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications, including Addenda issued thereto and acknowledges receipt below:

<u>Addendum Number</u>	<u>Date Issued</u>	<u>Contractor's Initials</u>
Addendum 1	2/28/2017	
Addendum 2	2/28/2017	

He proposes, and agrees if this Proposal is accepted, that he will contract with Barefoot Bay Recreation District in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed, and according to the requirements of the Owner as therein set forth, furnish the Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Documents, and that he will take full payment the sums set forth in the following bid schedule.

Upon receipt or written notice of the conditional acceptance of this bid, bidder will execute the formal Contract attached and deliver the insurance within 15 days as required by the Contract Documents.

If awarded a contract under this Proposal, the Undersigned proposes to start work at the site within 14 calendar days after the receipt from the Owner of a written Notice to Proceed. The Undersigned further agrees to fully complete all work covered per the following schedule. All dates shown represent consecutive calendar days from and including the date of receipt from the Owner of a written Notice to Proceed.

Contract Time Substantial Completion

90 days

Final Completion

120 days

OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that **OWNER** will suffer financial loss if the Work is not substantially complete within the time specified, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize that it is difficult, if not impossible, to ascertain precisely the actual loss suffered by **OWNER** if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, **OWNER and CONTRACTOR** agree that as liquidated damages for delay (but not as a penalty) **CONTRACTOR** shall pay **OWNER** one hundred dollars (\$100.00) for each calendar day that expires after the time specified substantial completion until the Engineer finds the Work is substantially completed, in accordance with the General Conditions.

Bid Security

Accompanying this Bid is a Certified or a Cashier's Check or a Bid Bond in the amount of \$N/A, made payable to the Owner which may be forfeited as liquidated damages if, in the event this proposal is accepted, the undersigned fails to execute the Agreement and furnish and pay for the required performance and payment bonds for the Owner within ten (10) days after acceptance of the Bid; otherwise said Certified or Cashier's Check or Bid Bond will be returned to the undersigned.

Award of Bid

Bidder acknowledges that Owner may not award the Contract immediately. Bidder acknowledges that all prices quoted within the proposal are valid for a period of sixty (60) days after bid opening. If the Contract is not awarded within sixty (60) days, Bidder may adjust the unit prices proposed; however, Owner retains the right to reject all bids and rebid the project.

Respectfully Submitted:

State of Florida

County of Brevard

Daryl Williams, being first duly sworn on oath deposes and says that the Bidder on the above Proposal is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

Daryl Williams, also deposes and says that he has examined and carefully prepared his Bid Proposal from the Contract Drawings and Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

(a) Corporation

The bidder is a corporation organized and existing under the laws of the State of Florida which operates under the legal name of CDM Trucking, Inc, and the full names of its officers are as follows:

President	<u>Daryl Williams</u>
Secretary	<u></u>
Treasurer	<u>Jessica Williams</u>
Manager	<u></u>

and it (does) or (does not) have a corporate seal. The President is authorized to sign construction proposals and contracts for the company by action of its Board of Directors taken , a certified copy of which is hereto attached (Strike out this last sentence if not applicable).

(b) Co-Partnership

The Bidder is a co-partnership consisting of individual partners whose full names are as follows:

_____	_____
_____	_____
_____	_____
_____	_____

The co-partnership does business under the legal name of: _____

(c) Individual

The bidder is an individual whose full name is _____, and if operating under a trade name, said trade name is _____.

Dated _____, 2017.

_____ CDM Trucking, Inc

_____ Legal Entity

(Seal - If Corporation)
(Sign Here)

By: _____

Telephone No. 321-508-3297

Subscribed and sworn to before me this _____ day of _____, 2017.

Notary Public

My Commission Expires:

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A305

Contractor's Qualification Statement

1986 EDITION

This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Barefoot Bay Recreation District

ADDRESS: 625 Barefoot Blvd.
Barefoot Bay, FL 32976

SUBMITTED BY: CDM Trucking, Inc

Corporation ☒ X

NAME: Daryl Williams

Partnership

ADDRESS: P.O. Box 290 Grant Florida 32949

Individual

PRINCIPAL OFFICE: 1707 Canova Street Unit 1 Palm Bay, Florida 32909

Joint Venture

NAME OF PROJECT (if applicable): Barefoot Bay - Cherokee Court & Tamarind Circle
Drainage Improvements

Other

TYPE OF WORK (file separate form for each Classification of Work):

☒ General Construction

☐ HVAC

☐ Plumbing

☐ Electrical

☐ Other _____
(please specify)

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1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? 13

1.2 How many years has your organization been in business under its present business name? 13

1.2.1 Under what other or former names has your organization operated? N/A

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: 1/1/2004

1.3.2 State of incorporation: Florida

1.3.3 President's name: Daryl Williams

1.3.4 Vice President's name(s):

1.3.5 Secretary's name:

1.3.6 Treasurer's name: Jessica Williams

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:

1.4.2 Type of partnership (if applicable):

1.4.3 Name(s) of general partner(s):

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization:

1.5.2 Name of owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it?

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

3.4.1 State total worth of work in progress and under contract:

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

3.5.1 State average annual amount of construction work performed during the past five years:

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

4. REFERENCES

4.1 Trade References:

4.2 Bank References:

BB&T

4.3 Surety: No bond provided

4.3.1 Name of bonding company:

4.3.2 Name and address of agent:

5. FINANCING

5.1 Financial Statement.

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses):

Net Fixed Assets:

Other Assets:

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

5.1.3 Is the attached financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

6. SIGNATURE

6.1 Dated at _____ this _____ day of _____

Name of Organization:

By:

Title:

B.2

M being
duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be
misleading.

Subscribed and sworn before me this day of

Notary Public:

My Commission Expires:

LIST OF SUBCONTRACTORS/SUPPLIERS

BAREFOOT BAY – CHEROKEE COURT & TAMARIND CIRCLE DRAINAGE IMPROVEMENTS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the Owner through the Engineer.

Subcontractor and Address

**Class of Work to be performed or
Type of Material to be Supplied**

(1) _____

(2) _____

(3) _____

(4) _____

(5) _____

(6) _____

*Attach additional sheets as necessary.

DATE

3/16/17

BIDDER

SIGNATURE

BID FORM

PROJECT IDENTIFICATION: Barefoot Bay – Cherokee Court & Tamarind Circle
Drainage Improvements

CONTRACT IDENTIFICATION AND NUMBER:
B.S.E. # 11311.02 / 11311.03

THIS BID IS SUBMITTED TO:

B.S.E. Consultants, Inc.
312 South Harbor City Boulevard
Melbourne, FL 32901
(321) 725-3674 telephone
(321) 723-1159 fax

1. The undersigned **BIDDER** proposes and agrees, if the **BID** is accepted, to enter into an Agreement with **OWNER** in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. **BIDDER** accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for sixty calendar days after the day of Bid opening. **BIDDER** will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen calendar days after the date of **OWNER's** Notice of Award.
3. In submitting this Bid, **BIDDER** represents, as more fully set forth in the Agreement, that:
 - (a) **BIDDER** has examined copies of all the Contract Documents and of the following addenda:

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____

(receipt of all of which is hereby acknowledged) and also copies of the Invitation to Bid and the Instruction to Bidders;

- (b) **BIDDER** has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), including disposal of cleared material and the conditions affecting cost, progress or performance for the Work and has made such independent investigations as **BIDDER** deems necessary;
- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; **BIDDER** has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; **BIDDER** has not sought by collusion to obtain for himself any advantage over any other Bidder or over **OWNER**; and
- (d) Two sets of drawings, each set consisting of a Cover Sheet and Sheet Number 2; the first set bearing the General Title Barefoot Bay – Tamarind Circle and the second set Barefoot Bay – Cherokee Court.
4. **BIDDER** will complete the Work for the following price(s):
- CONTRACT PRICE:** three hundred fifty four thousand thirty five dollars and forty cents **DOLLARS,**
(\$ 354,035.40).
5. **BIDDER** acknowledges that a separate Notice to Proceed will be issued and the possible impacts of such have been considered within the Bid.
6. **BIDDER** agrees that the individual stages of the Work will be substantially completed per the following schedule, such days reflecting the time after the date when the Contract Time commences to run.

Substantial Completion
90 days

Full Completion
120 days

OWNER and **CONTRACTOR** recognize that time is of the essence of the Agreement and that **OWNER** will suffer financial loss if the Work is not substantially complete within the time specified, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize that it is difficult, if not impossible, to ascertain precisely the actual loss suffered by **OWNER** if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, **OWNER** and **CONTRACTOR** agree that as liquidated damages for delay (but not as a penalty) **CONTRACTOR** shall pay **OWNER** one hundred dollars (\$100.00) for each calendar day that expires after the time specified substantial completion until the Engineer finds the Work is substantially completed, in accordance with the General Conditions.

7. The following document is attached to and made a condition of this Bid:
- (a) A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.
 - (b) Exhibit A — Estimated Quantity Forms
8. The attached estimated quantities are included only for the assistance of the Bidder and for establishing unit prices for individual items. Payment for all work will be based upon actual measurements of installed and accepted work.
9. Communications concerning this Bid shall be addressed to:
- Mr. Scott M. Glaubitz, P.E., P.L.S.
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard
Suite 4
Melbourne, FL 32901
10. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as a part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON MARCH 16, 2017.

Name of Firm: CDM TRUCKING INC

Signature: [Signature]

Title: President

(Seal)

Attest: _____

Business Address: PO BOX 290 GRANT FL 32949

Phone No.: 321 508 3297

IMPORTANT:

Note: If the Contractor is a corporation, the legal name of the corporation shall be set forth above together with a signature of the officer or officers authorized to sign Contracts on behalf of the Corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signatures of all the partners; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

BAREFOOT BAY
CHEROKEE COURT & TAMARIND CIRCLE DRAINAGE IMPROVEMENTS
CONTRACTOR BID FORM
BSE # 11311.02 / 11311.03

ITEM	UNIT	ENGINEER ESTIMATED QUANTITY	CONTRACTOR UNIT PRICE	CONTRACTOR ESTIMATED QUANTITY	TOTAL PRICE
TAMARIND CIRCLE					
CLEAN/REGRADE SWALE, PROTECT THE EXISTING FENCE, RESOD AS NECESSARY, CLEAR AS NECESSARY	LF	1,415	\$ 48.96	1,415	\$ 69,278.40
INLETS	EA	4	\$ 6,968.75	4	\$ 27,875.00
15" ADS PIPE	LF	383	\$ 86.65	383	\$ 33,186.95
18" ADS PIPE	LF	346	\$ 105.75	346	\$ 36,589.50
MISCELLANEOUS IRRIGATION REPAIR (IF ANY)	LS	1	\$ 2,250.00	1	\$ 2,250.00
SOD	LS	1	\$ 0.25	9,400	\$ 2,350.00
NEW FILL OVER PIPE	LS	1	\$ 13.00	300	\$ 3,900.00
SUBTOTAL - TAMARIND CIRCLE					\$ 175,429.85
CHEROKEE COURT					
CLEAN EXISTING OUTFALL DITCH	LF	815	\$ 37.57	815	\$ 30,619.55
MODIFY EXISTING BATCH BASINS	EA	2	\$ 3,250.00	3	\$ 9,750.00
NEW CATCH BASINS	EA	2	\$ 2,850.00	2	\$ 5,700.00
12" ADS PIPE	LF	88	\$ 261.00	88	\$ 22,968.00
15" ADS PIPE	LF	306	\$ 251.00	306	\$ 76,806.00
14" X 23" ALUMINUM PIPE	LF	92	\$ 261.00	92	\$ 24,012.00
HEADWALL OR MITERED END SECTION (14" x 23")	EA	1	1750	1	\$ 1,750.00
MISCELLANEOUS IRRIGATION REPAIR (IF ANY)	LS	1	\$ 2,250.00	1	\$ 2,250.00
SOD	LS	1	\$ 0.25	6,000	\$ 1,500.00
NEW FILL OVER PIPE	LS	1	\$ 13.00	250	\$ 3,250.00
SUBTOTAL - CHEROKEE COURT					\$ 178,605.55
TOTAL					\$ 354,035.40

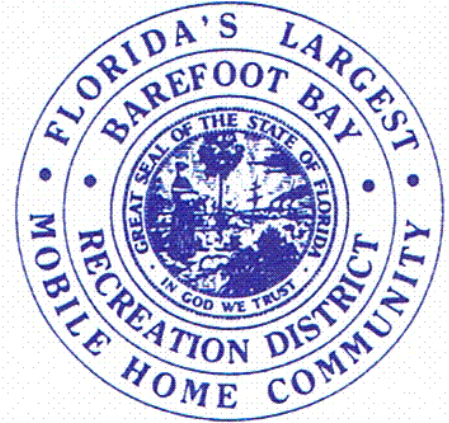
NOTES

- Bids shall include sales tax and other applicable taxes and fees.
- The Engineer's Estimated Quantities are provided for your convenience. Contractor should bid their own quantities. If there is a large discrepancy, please contact Engineer.

New Business

Board of Trustees Meeting Agenda Memo

Date: March 28, 2017
Title: **DOR Violation 16-003693**
526 PERSIMMON DRIVE
Section & Item: 9 A i
Department: Resident Relations: DOR Enforcement
Fiscal Impact: N//A
Contact: Susan Cuddie, Resident Relations
Manager; Rich Armington DOR
Enforcement Officer
Attachments: Findings of Fact, 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 for 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 as a lien.

Background and Summary Information

- The Violations Committee met on 02/10/2017 and found ARTICLE III, SECT.11 Exterior Maintenance- siding needs repair. The respondent has been given until 2/24/2017 to bring the property into compliance.
- 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.
- Pursuant to the Violations Committee Order, the property was inspected and found to be still in violation.

Research:

- There are no delinquent taxes on the property.
- The home is occupied.
- There are currently five cases open of this property.
 - Two were recently sent to the attorney. One for erecting a wall, the second for exterior maintenance, home needs to be painted.
- Three to be presented March 28, 2017: 1. for broken siding, 2. siding 3. Inoperable car

Staff recommends the BOT approve the Violations Committee recommendation to pursue legal or equitable action, or other appropriate action for failure to comply.

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

#2852/17-000254

Case no. 17-000254

FRALEY, BARTHOLOMEW M,
526 PERSIMMON DR

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 02/10/2017 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) FRALEY, BARTHOLOMEW M, et. al. is/are the owner(s) of that certain parcel of real property located at 526 PERSIMMON DRIVE , 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. 3 (A) (B) (C) (D) (E), Parking of Vehicles (Boats/Trailer/RV/Comm. Vehicles), Inoperable car in carport

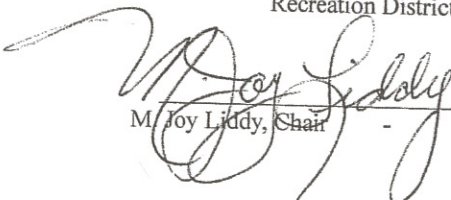
ORDER

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

1. Respondent(s) shall by February 13, 2017 come into compliance with the violation cited herein by removing inoperable vehicle from property..
2. Should the Respondent(s) fail to comply with this Recommended Order by February 13, 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 02/10/2017 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 March 28, 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.

March 18, 2017

Deed of Restrictions STAFF



526 per
Richard Armington
Feb 13, 2017

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 17-000254

#2852/ 17-000254

FRALEY, BARTHOLOMEW M,
526 PERSIMMON DR
BAREFOOT BAY, FL 32976
Respondent(s),

RE: 526 PERSIMMON DRIVE

AFFIDAVIT OF NON-COMPLIANCE

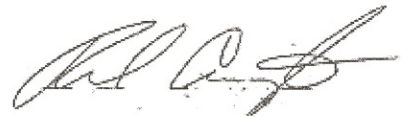
STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared Richard Armington, Deed of Restrictions Enforcement Officer for the Barefoot Bay Recreation District who, after being duly sworn, deposes and says.

1. That on the 02/10/2017 the Violations Committee held a public hearing and issues its Order in the above-styled matter.
2. That, the pursuant to said Order, Respondent was to have taken certain corrective action to bring the property into compliance.
3. Said Order further provided for a recommendation of a Review before the Board of Trustees of the Barefoot Bay Recreation District for further action if the required corrective action has not been taken as ordered.
4. That pursuant to said Order, a re-inspection was performed.
5. That the re-inspection revealed that the corrective action ordered by the Violations Committee has **not** been taken.

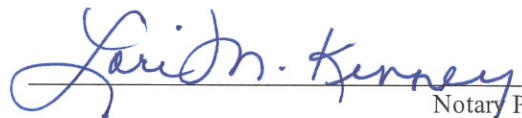
FURTHER AFFIANT SAYETH NAUGHT.

Dated February 25, 2017.



Richard Armington, DOR Enforcement Officer,

The forgoing instrument was acknowledged before me on February 25, 2017, by Rich Armington, who is personally know to me and who did take an oath.



Notary Public
State of Florida at Large

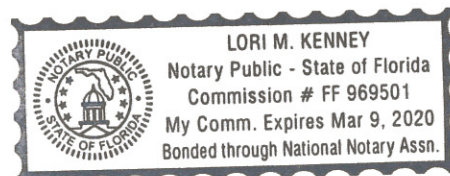




Photo: 526 Persimmon Drive

Date Taken:02/25/2017

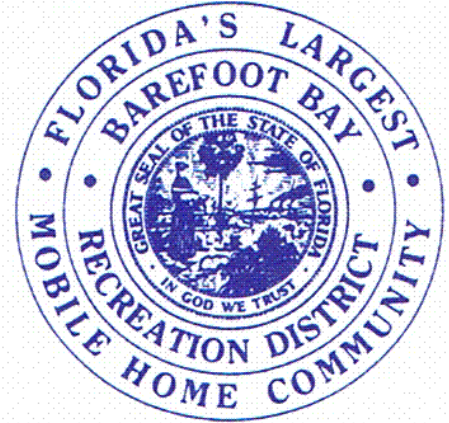
Address:526 PERSIMMON DRIVE

Taken by:Richard Armington

Case Number:16-003693

Board of Trustees Meeting Agenda Memo

Date: March 28, 2017
Title: **DOR Violation 16-000254
526 PERSIMMON DRIVE**
Section & Item: 9 A ii
Department: Resident Relations: DOR Enforcement
Fiscal Impact: N//A
Contact: Susan Cuddie, Resident Relations
Manager; Rich Armington DOR
Enforcement Officer
Attachments: Findings of Fact, 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 for 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 as a lien.

Background and Summary Information

- The Violations Committee met on 2/10/2017 and found **ARTICLE III, SECT.3 (A)(B)(C)(D)(E) Parking of Vehicles, inoperable car in carport.** The respondent has been given until 2/13/2017 to bring the property into compliance.
- 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.
- Pursuant to the Violations Committee Order, the property was inspected and found to be still in violation.

Research:

- There are no delinquent taxes on the property.
- The home is occupied.
- There are currently five cases open of this property.
 - Two were recently sent to the attorney. One for erecting a wall, the second for exterior maintenance, home needs to be painted.
- Three to be presented March 28, 2017: 1. for broken siding, 2. siding 3. Inoperable car

Staff recommends the BOT approve the Violations Committee recommendation to pursue legal or equitable action, or other appropriate action for failure to comply.

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 17-000254

#2852/17-000254

FRALEY, BARTHOLOMEW M,
526 PERSIMMON DR
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 02/10/2017 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) FRALEY, BARTHOLOMEW M, et. al. is/are the owner(s) of that certain parcel of real property located at 526 PERSIMMON DRIVE , 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. 3 (A) (B) (C) (D) (E), Parking of Vehicles (Boats/Trailer/RV/Comm. Vehicles), Inoperable car in carport

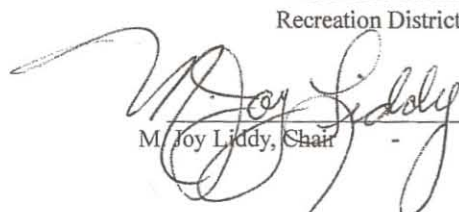
ORDER

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

1. Respondent(s) shall by February 13, 2017 come into compliance with the violation cited herein by removing inoperable vehicle from property..
2. Should the Respondent(s) fail to comply with this Recommended Order by February 13, 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 02/10/2017 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 March 28, 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.

March 18, 2017

Deed of Restrictions STAFF



526 per
Richard Armington
Feb 13, 2017

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 17-000254

#2852/ 17-000254

FRALEY, BARTHOLOMEW M,
526 PERSIMMON DR
BAREFOOT BAY, FL 32976
Respondent(s),

RE: 526 PERSIMMON DRIVE

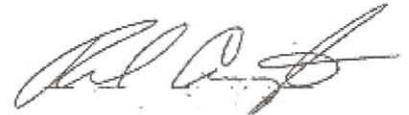
AFFIDAVIT OF NON-COMPLIANCE

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared Richard Armington, Deed of Restrictions Enforcement Officer for the Barefoot Bay Recreation District who, after being duly sworn, deposes and says.

1. That on the 02/10/2017 the Violations Committee held a public hearing and issues its Order in the above-styled matter.
2. That, the pursuant to said Order, Respondent was to have taken certain corrective action to bring the property into compliance.
3. Said Order further provided for a recommendation of a Review before the Board of Trustees of the Barefoot Bay Recreation District for further action if the required corrective action has not been taken as ordered.
4. That pursuant to said Order, a re-inspection was performed.
5. That the re-inspection revealed that the corrective action ordered by the Violations Committee has **not** been taken.

FURTHER AFFIANT SAYETH NAUGHT.
Dated February 25, 2017.



Richard Armington, DOR Enforcement Officer,

The forgoing instrument was acknowledged before me on February 25, 2017, by Rich Armington, who is personally know to me and who did take an oath.



Notary Public
State of Florida at Large

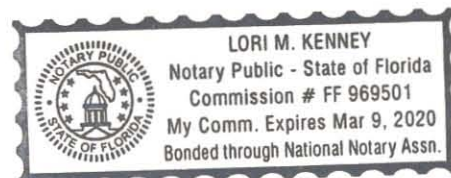




Photo: 526 Persimmon Drive

Date Taken:01/23/2017

Address:526 PERSIMMON DRIVE

Taken by:Richard Armington

Case Number:17-000254



Photo: 526 per

Date Taken:02/13/2017

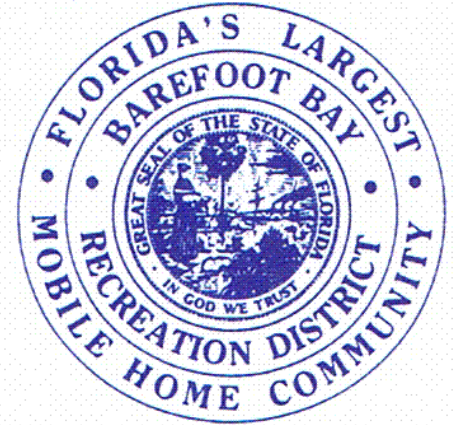
Address:526 PERSIMMON DRIVE

Taken by:Richard Armington

Case Number:17-000254

Board of Trustees Meeting Agenda Memo

Date: March. 28, 2017
Title: **DOR Violation 16-000355
526 PERSIMMON DRIVE**
Section & Item: 9 A iii
Department: Resident Relations: DOR Enforcement
Fiscal Impact: N//A
Contact: Susan Cuddie, Resident Relations
Manager; Rich Armington DOR
Enforcement Officer
Attachments: Findings of Fact, 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 for 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 as a lien.

Background and Summary Information

- The Violations Committee met on 2/10/2017 and found **ARTICLE III, SECT.10 Skirting needs repair**. The respondent has been given until 2/24/2017 to bring the property into compliance.
- 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.
- Pursuant to the Violations Committee Order, the property was inspected and found to be still in violation.

Research:

- There are no delinquent taxes on the property.
- The home is occupied.
- There are currently five cases open of this property.
 - Two were recently sent to the attorney. One for erecting a wall, the second for exterior maintenance, home needs to be painted.
- Three to be presented March 28, 2017: 1. for broken siding, 2. siding 3. Inoperable car

Staff recommends the BOT approve the Violations Committee recommendation to pursue legal or equitable action, or other appropriate action for failure to comply.

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 17-000355

#2852/17-000355

FRALEY, BARTHOLOMEW M,
526 PERSIMMON DR
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 02/10/2017 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) FRALEY, BARTHOLOMEW M, et. al. is/are the owner(s) of that certain parcel of real property located at 526 PERSIMMON DRIVE , 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.10, Condition of Skirting, Skirting needs repair

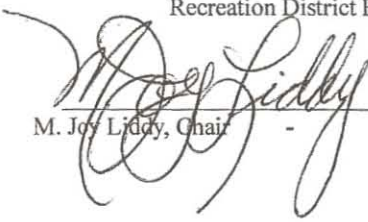
ORDER

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

1. Respondent(s) shall by February 24, 2017 come into compliance with the violation cited herein by repairing skirting with ARCC approval..
2. Should the Respondent(s) fail to comply with this Recommended Order by February 24, 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 02/10/2017 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 March 28, 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.

March 18, 2017

Deed of Restrictions STAFF



526 persimmon

Richard Armington

Feb 23, 2017

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 17-000355

#2852/ 17-000355

FRALEY, BARTHOLOMEW M,
526 PERSIMMON DR
BAREFOOT BAY, FL 32976
Respondent(s),

RE: 526 PERSIMMON DRIVE

AFFIDAVIT OF NON-COMPLIANCE

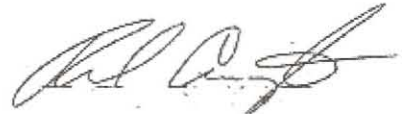
STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared Richard Armington, Deed of Restrictions Enforcement Officer for the Barefoot Bay Recreation District who, after being duly sworn, deposes and says.

1. That on the 02/10/2017 the Violations Committee held a public hearing and issues its Order in the above-styled matter.
2. That, the pursuant to said Order, Respondent was to have taken certain corrective action to bring the property into compliance.
3. Said Order further provided for a recommendation of a Review before the Board of Trustees of the Barefoot Bay Recreation District for further action if the required corrective action has not been taken as ordered.
4. That pursuant to said Order, a re-inspection was performed.
5. That the re-inspection revealed that the corrective action ordered by the Violations Committee has **not** been taken.

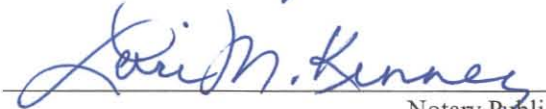
FURTHER AFFIANT SAYETH NAUGHT.

Dated February 25, 2017.



Richard Armington, DOR Enforcement Officer,

The forgoing instrument was acknowledged before me on February 25, 2017, by Richard Armington, who is personally know to me and who did take an oath.



Notary Public
State of Florida at Large

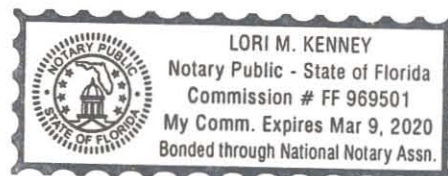




Photo: 526 persimmon

Date Taken:02/23/2017

Address:526 PERSIMMON DRIVE

Taken by:Richard Armington

Case Number:17-000355

Board of Trustees Meeting Agenda Memo

Date: March 28, 2017

Title: **Moratorium on Outside Vendors
Serving Food in BBRD Facilities**

Section & Item: 9B

Department: Resident Relations: Customer Service

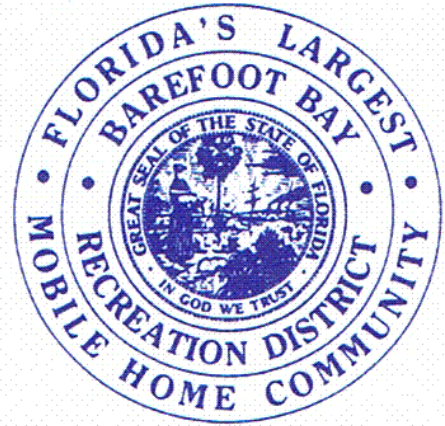
Fiscal Impact: Up to \$5,000 in lost revenue per year

Contact: Susan Cuddie, Resident Relations
Manager; Dawn Myers, District Clerk or
John W. Coffey, Community Manager

Attachments: N/A

Reviewed by
General Counsel: N/A

Approved by:



Requested Action by BOT

Discussion and action regarding topic

Background and Summary Information

At the 16Mar17 BOT Workshop, a consensus of the Trustees was reached to put this topic on the next available agenda. Currently, the Policy Manual allows non-residents (including businesses) to rent rooms and the use of the Building A kitchen for a fee. Additionally, clubs, organizations and/or individuals can reserve rooms for free and then contract with Food & Beverage Department or a vendor of their choice.

Staff requests direction on this issue.

Board of Trustees Meeting Agenda Memo

Date: March 28, 2017

Title: **Moratorium on Formation of New Clubs or Organizations**

Section & Item: 9C

Department: Administration: Office of the District Clerk

Fiscal Impact: N/A

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

Attachments: N/A

Reviewed by
General Counsel: N/A

Approved by:



Requested Action by BOT

Discussion and action regarding topic

Background and Summary Information

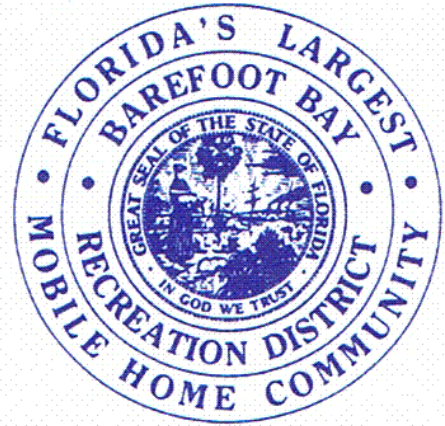
Historically, groups of five or more residents could form a club based on standards set forth in the Policy Manual and approval by the Community Manager. In 2016, the BOT amended the Policy Manual to grant the BOT final authority on approval of the formation of new clubs and organizations.

During two workshops (7Feb17 and 16Mar17), the BOT discussed transferring oversight of the clubs and organizations to the BFBHOA. Another workshop is scheduled for 12Apr17. At the 16Mar17 BOT workshop, a consensus of the trustees was reached to place the implementation of a moratorium on the formation of new clubs and organizations on the next available agenda.

Staff requests direction on this issue.

Board of Trustees Meeting Agenda Memo

Date: March 28, 2017
Title: Banking Services Selection
Section & Item: 9D
Department: Administration: Finance
Fiscal Impact: Approximately \$3,800 in bank fees (budgeted in FY17)
Contact: Kimi Cheng, Finance Manager or John W. Coffey, Community Manager
Attachments: RFP 2017-01 for Banking Services and evaluation committee meeting minutes
Reviewed by
General Counsel: N/A
Approved by:



Requested Action by BOT

Award of contract for banking services.

Background and Summary Information

On January 31, 2017, BBRD advertised the notice of Request for Proposal 2017-01 for Banking Services and posted said document at BBRD website and Demand Star.

On March 2, 2017, RFP Committee opened one sealed proposal from Marine Bank & Trust. RFP Committee consented to present the RFP to the Board.

Here are a few highlights from the RFP:

- Marine Bank has been proudly serving *Indian River County* for the past 20 years, total of 3 branches.
- Marine Bank finalized the purchase of the Valley National Bank banking center located at 1020 US Highway 1 in Sebastian in October 2016, adding 565 new customers, \$13 million in customer deposits and three new employees.
- Georgia Irish would be our Account Manager, who has been with Marine Bank since 2007. Her teammate, Jessica Dodson, would be our contact when Georgia is unavailable.
- Marine Bank is a local community bank in Indian River County, where all decision makers locate.
- Its legal lending limit currently is \$4.5 million for portfolio loans. Marine Bank does originate loans in excess of that amount in cooperation with its banking partners.
- 50% decrease in bank fees when comparing with our current bank.
- Marine Bank is an active Qualified Public Depository Institution and it is insured by the FDIC.
- Transition time will be approximately 6 weeks.

Staff recommends the BOT award contract for banking services to Marine Bank & Trust and authorize staff to begin the transfer of accounts.



RFP 2017-01 for Banking Services

PREPARED FOR BAREFOOT BAY RECREATION DEPARTMENT
625 BAREFOOT BOULEVARD
BAREFOOT BAY, FL 32976



Marine Bank & Trust Company

Marine Bank & Trust Company (Marine Bank) is a local community bank headquartered and managed in Vero Beach since 1997. We are a full service bank with approximately 47 employees that offers loan and deposit products and services to both businesses and consumers. The Bank has two office locations within the city of Vero Beach and a third office in Sebastian.

At Marine Bank, your business is in the personal care of bankers who are among the most experienced and recognized in the field -- dedicated experts who work together to create opportunities and solve problems.

As part of your community, we take pride in the personal relationships we've developed with our local business customers and understand their individual, unique needs. Vice President, Client Services and New Business Development Officer, Georgia Irish, will be the designated account manager for the Barefoot Bay Recreation District. Georgia's office is located at 1020 U.S. Highway 1 in Sebastian. Georgia's resume, qualifications and contact information is provided in the attached proposal.

In our proposal you will find specific information which outlines deposit services. Our proposal provides a time line that highlights an implementation plan to easily transition from your current banking provider to Marine Bank. Furthermore, we have compiled deposit service options, online banking and additional financial services that are designed to be competitive and efficient. Overall Marine Bank's personal banking services will enhance your level of service, provide cost savings and maximize efficiencies. Any questions regarding this proposal should be directed to:

Charles Gisler
Executive Vice President
Chief Financial Officer
571 Beachland Blvd.
Vero Beach, FL 32963
Email: cgisler@marinebankandtrust.com
Phone: (772) 231-8239

All pricing is valid until June 1, 2017. Please don't hesitate to contact us if we can help answer any questions. Thank you for the opportunity to serve you. We look forward to the possibility of working with you on this project. We acknowledge that this proposal is subject to Florida Public Records laws.

Warmest regards,

Charles Gisler, EVP/CFO

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Marine Bank & Trust Company

Experience & Qualifications

IN THIS SECTION:

- Corporate Information
- Branch Locations
- Account Manager
- Financial Condition



Corporate Information

Marine Bank was incorporated in the State of Florida on September 27, 1996.

Marine Bank & Trust Company

571 Beachland Blvd.
Vero Beach, FL 32963
Phone: (772) 231-6611
Fax: (772) 231-2700
EIN: 65-0644585

Branch Locations

Marine Bank has three full service locations and is available 24/7 at (888) 231-6621 and www.marinebankandtrust.com.

Island Location:

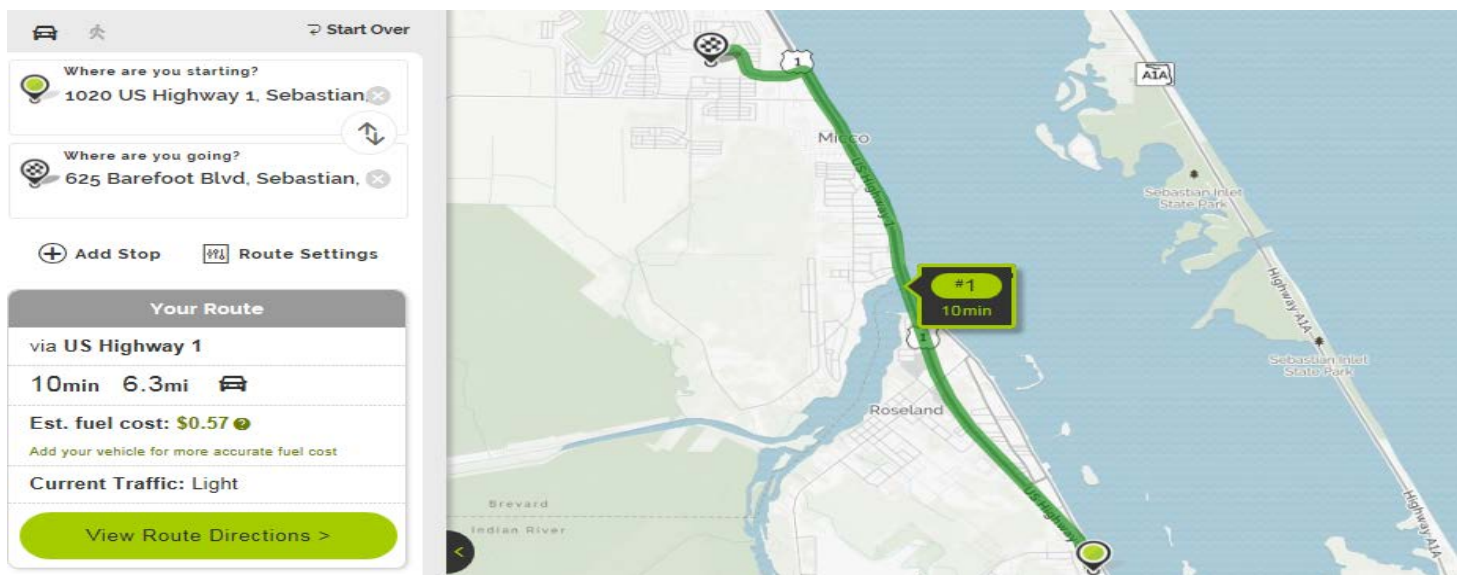
571 Beachland Blvd.
Vero Beach, FL 32963
Phone: (772) 231-6611
Fax: (772) 234-2700

Mainland Location:

1450 U.S. Highway 1
Vero Beach, FL 32963
Phone: (772) 778-6713
Fax: (772) 569-4559

Sebastian Location:

1020 U.S. Highway 1
Sebastian, FL 32958
Phone: (772) 589-4494
Fax: (772) 589-7374



Account Manager

Georgia Irish
Vice President
Client Services and New Business Development Officer
1020 U.S. Highway 1
Sebastian, FL 32958
Email: girish@marinebankandtrust.com
Phone: (772) 646-7242
Fax: (772) 589-7374
See Appendix B for resume

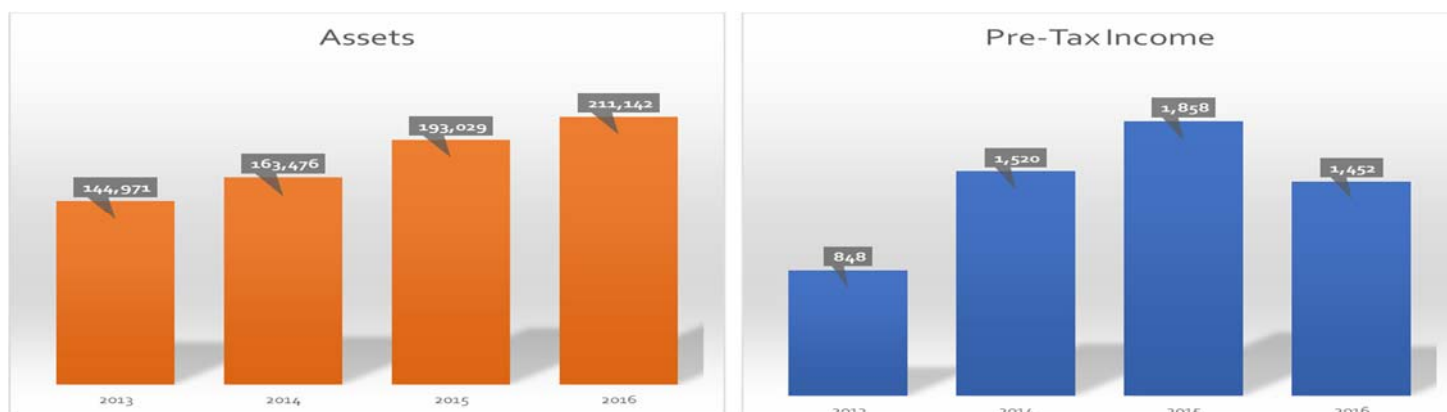
Financial Condition

In 2016, our capital position allowed Marine Bank to focus on growth, profitability, invest in technology upgrades and expand into a new geographic market. We are pleased to report pretax earnings of \$1.452 million for 2016. We also continued to experience strong asset growth year over year with \$211 million in total assets as of December 31, 2016 compared to \$193 million as of December 31, 2015. As a result of our performance, Marine Bank maintained its 5-Star Superior rating from Bauer Financial, the nation's premier bank rating firm.

Our positive operating performance continues to be driven by new residential mortgages, small business loan growth, an increase in deposit accounts and new customer relationships. With the growth in Indian River County housing and our specialty in residential lending, we are moving toward our goal of being the market's leading mortgage lender. By originating \$48 million in new residential loans, Marine Bank helped 109 families purchase new homes. Marine Bank also provided 51 companies the opportunity to expand their businesses by originating \$17 million in new business loans.

In October 2016, the Bank finalized the purchase of the Valley National Bank banking center located at 1020 U.S. Highway 1 in Sebastian, adding 565 new customers, \$13 million in customer deposits and three new employees. The Sebastian customers officially became customers of Marine Bank on Saturday, October 22nd and the rebranded banking center opened on Monday, October 24th. We have experienced a warm reception in Sebastian by customers and prospects and expect this to be a solid growth market for the Bank.

In 2016, our shareholders approved the formation of a holding company, Marine Bancorp of Florida. This will give the Bank more flexibility in expanding operations and raising capital if needed. We have received all necessary regulatory approvals and it should be finalized in April 2017.



Marine Bank & Trust Company

References

IN THIS SECTION:

- Quail Valley Club
- Croom Construction Company
- M.C. Miller Company
- Dill & Evans, P.L.
- Bimini Capital Management
- Sebastian Inlet Marina & Trading Company



- Quail Valley Club
Vero Beach, FL 32963

Please contact Steve Mulvey or Martha Redner at (772) 492-2020 for any further information.

- Croom Construction Company
Vero Beach, FL 32960

Please contact David Croom at (772) 562-7474 for any further information.

- M.C. Miller Company
Sebastian, FL 32958

Please contact Lori Gargiule at (772) 794-9448 for any further information.

- Dill & Evans, P.L.
Sebastian, FL 32958

Please contact Warren Dill at (772) 589-1212 for any further information.

- Bimini Capital Management
Vero Beach, FL 32963

Please contact Hunter Haas at (772) 231-1400 for any further information.

- Sebastian Inlet Marina & Trading Company
Sebastian, FL 32963

Please contact Denise Lafortune at (772) 581-6158 for any further information.

Marine Bank & Trust Company

Proposal

IN THIS SECTION:

- Why Marine Bank
- Sebastian Branch Staffing
- Products & Services Available
- Business Analysis Checking
- Business Money Market
- Cash Management Online
- Remote Deposit Capture
- Positive Pay
- Online Bill Payment
- Online Wire Transfers
- ACH Services
- Other Services to Consider



Why Marine Bank

Marine Bank has been proudly serving Indian River County for the past 20 years. The Marine Bank brand is well known in our community. The Bank continues to enjoy an excellent local reputation, which, along with the Bank's visibility in the community and charitable and philanthropic support, is driving core deposit growth. The Bank receives excellent media coverage for our numerous community activities and continues to gather community support through the rollercoaster economy of the past few years. The expansion into Sebastian has been well received by the city and community.

Our strength is in our people. Marine Bank employees have great synergy as a team. Many are longtime, local residents and are highly regarded in the area. The Bank has a low turnover rate with most key employees holding their positions for a number of years.

Local decision makers and our responsiveness to customer requests continue to drive our loan growth. The local lending staff allows for customer access to decision makers, enabling flexibility and quicker loan decisions.

Marine Bank is dedicated to developing our employees, exceeding our customers' expectations, providing our shareholders with a good return on their investment, and contributing to the growth and success of the communities that we serve – ***in every office, with every customer, every day***. Our vision is to be the bank where people want to work, customers want to bank and shareholders want to invest.

Sebastian Branch Staffing

Georgia Irish has been with Marine Bank since 2007. Georgia is a highly motivated and driven professional with 33 years of banking experience. Georgia spent the first 15 years of her banking career as an Officer and Assistant Manager for First National Bank of Pennsylvania. She moved to Sebastian in 2004 from Erie, Pennsylvania and was the Assistant Vice President/Branch Manager of a local beachside bank before joining Marine Bank in January 2007. Georgia serves as Vice President, Client Services and New Business Development Officer of the Sebastian Branch, overseeing branch operations, account servicing, and new business development.

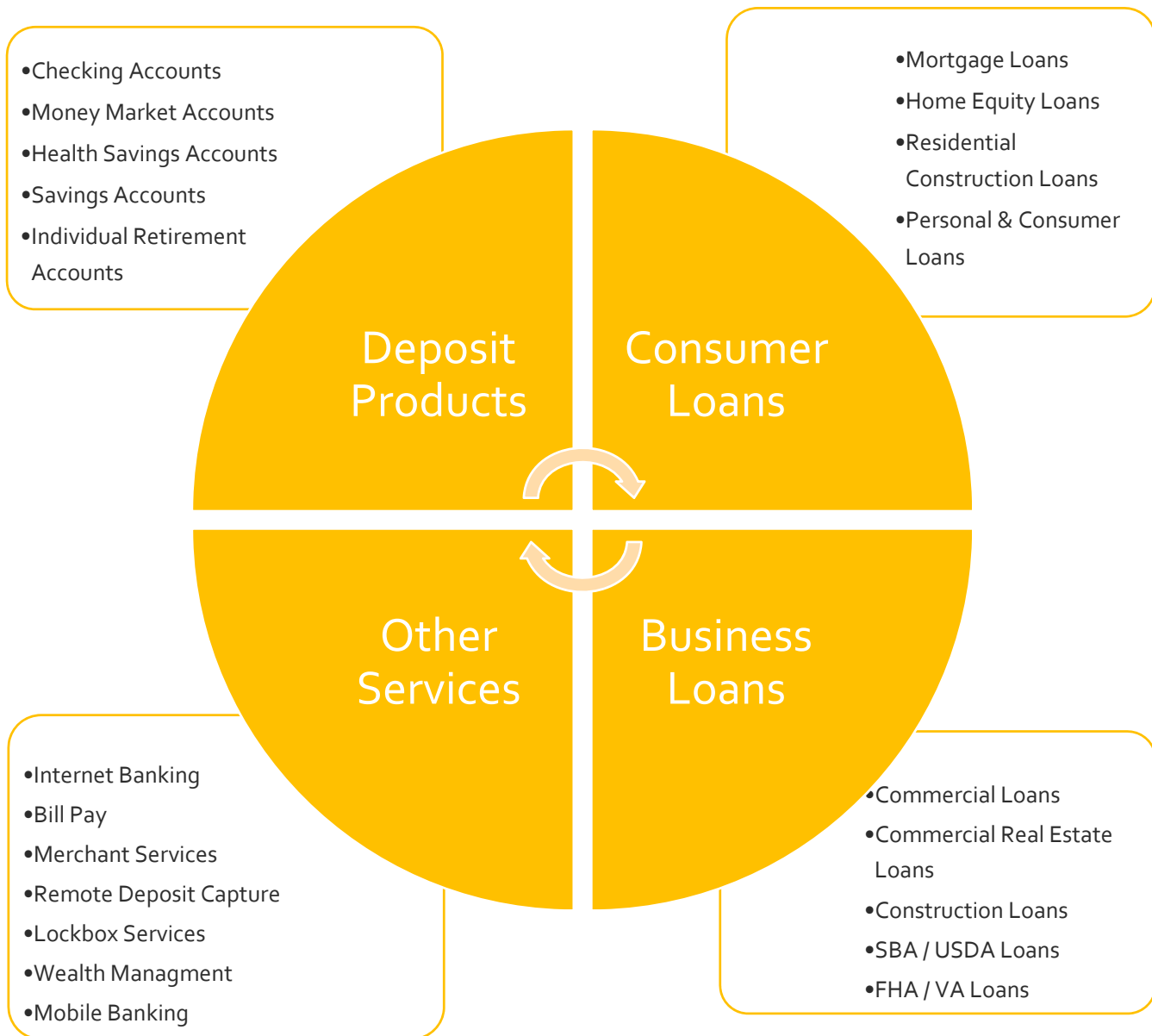
Georgia is the current president of the Oceanside Business Association. She is competing in Dancing with Vero's Stars 2017 to raise funds for the Indian River County Healthy Start Coalition. She is an active member of the Sebastian Business Networking International and the Sebastian and Vero Beach Chamber of Commerce. Georgia also volunteers at the United Way of Indian River County.

Pat Staunton is the Operations Manager at our Sebastian Branch. Pat joined Marine Bank in October 2016 with the Valley National Bank (VNB) branch acquisition. Pat began her banking career in 1975 in New Jersey. In 2001, Pat moved to Sebastian and joined Citrus Bank as a Teller Supervisor and Customer Service Representative. Pat was promoted to Operations Manager in 2008. Through a series of acquisitions, Citrus Bank eventually became Valley National Bank and is now the Sebastian Branch of Marine Bank.

Pat is involved with the Good Age Club, Sebastian Clambake, Angel Flight, Grant Seafood Festival and the Fellsmere Shrimpfest.

Bob Kenney is a Teller and Customer Service Representative at our Sebastian Branch. Bob joined Marine Bank in October 2016 with the Valley National Bank branch acquisition. He had been with VNB since 2006.

Products and Services Available at All Locations



Business Analysis Checking

This account is perfect for businesses with significant transaction volume and has been designed to handle your everyday needs. Marine Bank offers features that can improve your company's cash flow, like competitive earnings credits to offset potential service fees, online banking, and business debit cards that can help enhance your operating efficiency.

Business Money Market

Keeping a portion of your business funds in a higher yield account just makes good sense! With Marine Bank's higher-yielding Money Market account, your money is federally-insured and earning a higher dividend rate than a standard savings account. In fact, with our tiered-rate feature, the higher your balance, the higher your dividend rate. And with unlimited deposits and six free withdrawals, you'll have access to your funds anytime.

Online Cash Management for Businesses

Marine Bank & Trust Company's Cash Management service gives you the flexibility to manage your corporate cash flow securely via the Internet.

Features

- Customized access for each of your designated users
- One-time-password generating tokens enhance login security
- Real-time account balance and detailed transaction history
- Search up to 2 years of account history including check and deposit images
- Make online transfers between your Marine Bank accounts, both on-demand and recurring
- Initiate stop payments
- Initiate outgoing wires transfers
- Process your own electronic direct deposit or direct payments with ACH files
- Establish dual control
- Download transactions into popular accounting software including Quicken, QuickBooks, and Microsoft Excel.

Remote Deposit Capture

Using a scanner, you can deposit checks from your computer 7 days a week. Deposits confirmed through Merchant Capture by 7:00 PM EST will post to your account the same business day! We offer convenient scanner lease options to get you started quickly with little investment.

Positive Pay

Check fraud is a growing threat to your business. You can take measures to prevent someone from getting away with altering checks or submitting them multiple times. Marine Bank & Trust has the tools you need to protect your account from thieves.

Positive Pay is an online tool that helps you protect your account from check fraud. This simple solution compares checks issued with checks presented for payment. If the amount is different, the check number is not an issued item, the check has already been paid, or it is submitted outside of a 180-day window, you are alerted and can decide to pay or return those items. When all of the indicators match the information you provided in your Positive Pay data, the check clears the account normally. You are only alerted if there is a discrepancy.

Online Bill Payment

Pay bills through Marine Bank's online service. You can set up one-time payments, schedule future payments or create reoccurring payments from your accounts.

Online Wire Services

Securely transfer funds outside of Marine Bank using our online cash management system. Wires initiated up to 4:00 PM will be processed the same day.

ACH Services

Securely send or receive funds outside of Marine Bank using our online cash management system.

Other Services to Consider

- Merchant Services
- Payroll Processing
- Wealth Management
- Business Lending
- Lockbox
- Courier Services

Cutoff and Retention

Function	Cutoff Time	Retention	Notes
Online ACH	4:00 PM		The cut-off for originating both Debits and Credits is 4:00 PM two days prior to effective date.
ACH Reports	7:00 AM Next Day	Online for 24 Months; Available in Branch for 5 Years	
Account Transfer Online	10:30 PM Monday - Friday		
Account Transfer - In Branch	5:00 PM Monday - Friday		
Bill Payment Online	3:00 PM Monday - Friday	Online for 18 Months; Available in Branch for 5 Years	Electronic Payments received next day; All other check payments received in approximately 4 business days.
eStatements	2 Business Days after End of Month	Online for 18 Months; Available in Branch for 5 Years	
Deposits via Remote Deposit Capture	Next Day Availability: 7:00 PM Monday - Friday	Online Images of Deposit Slips & Deposited Items for 24 Months; Available in Branch for 7 Years	
Cash Deposits	Real Time		
Counter Deposits	Next Day Availability: 5:00 PM Monday - Friday	Online Images of Deposit Slips & Deposited Items for 24 Months; Available in Branch for 7 Years	
Night Depository	Next Day Availability: 7:00 AM Monday - Friday	Online Images of Deposit Slips & Deposited Items for 24 Months; Available in Branch for 7 Years	
Images	Available Next Day	Online Images of Front & Back for 24 Months; Available in Branch for 7 Years	
Positive Payment Exception Pay/Return Decision Making	11:00 AM		
Stop Payments Placed Online	10:30 PM Monday - Friday	Available Online Real Time; Available in Branch for 5 Years	Stop payment placed for 6 months.
Stop Payments Placed in Branch	5:00 PM Monday - Friday	Available Online Real Time; Available in Branch for 5 Years	Stop payment placed for 6 months.
Stop Payment and Paid Item Inquiry	Real Time	Available Online Real Time; Available in Branch for 5 Years	
Incoming Wires	Real Time	Available in Branch for 5 Years	
Online Outgoing Wires	4:00 PM Monday - Friday	Available Online for 24 months; Available in Branch for 5 Years	Domestic wires only
Branch Outgoing Wires	4:00 PM Monday - Friday	Available in Branch for 5 Years	Wires receive after 5:00 PM are subject to next-day processing.
Outgoing Wires by Phone	4:00 PM Monday - Friday	Available in Branch for 5 Years	Must have wire transfer agreement on file.

Marine Bank & Trust Company

Cost

IN THIS SECTION:

- Earnings Credit Calculation
- Exclusive Pricing for Barefoot Bay Recreation District
- Proposed Schedule of Fees
- Proposed Time Line



Earning Credit Calculation

The earnings credit will be updated semi-annually and can be used to offset fees charged to the account. The current earnings credit rate is equal to our 6-month CD rate, currently 0.20%. This rate is guaranteed through July 1st, 2017, and then will reset every 6 months thereafter.

The average required monthly balance in the account to offset fees is calculated as follows:

$$\text{Average Required Monthly Balance} = (\text{Monthly Expense}) / (\text{Annual Earnings Credit Rate}) * 365 / (\text{number of days in cycle})$$

To offset \$100.00 in fees in a month that has 31 days, an average balance of \$588,710 is required. Any credits earned in excess of monthly expenses are forfeited at the end of each month.

Exclusive Pricing for Barefoot Bay Recreation District

Pricing for our proposed services is listed below. If a monthly expense can be offset by earnings credits, it is indicated below.

Function	Monthly Expenses	Balance Needed to Waive Monthly Expense	Notes
Business Analysis Checking	\$25.00 per month	\$150,000	Earning credit on your balance may offset monthly expenses. Earnings credit is equal to our 6-month CD rate and resets semi-annually on January 1st and July 1st.
Business Money Market Account	\$12.50 per month	\$2,500	Maintain a \$2,500 daily balance to avoid monthly expense.
Bank Administration	\$15.00 per month	\$90,000	Can be offset by earnings credit.
Cash Management Online	\$35.00 per month	\$210,000	Can be offset by earnings credit.
Online ACH	n/a	n/a	Included with Cash Management Online
ACH Reports	n/a	n/a	Included with Cash Management Online
Account Transfer Online	n/a	n/a	Included with Cash Management Online
Stop Payment and Paid Item Inquiry	n/a	n/a	Included with Cash Management Online
Bill Payment Online	n/a	n/a	Included with Cash Management Online
eStatements	n/a	n/a	Included with Cash Management Online
Deposits via Remote Deposit Capture (RDC)	\$60.00 per month	n/a	
Remote Deposit Capture Scanner	\$65.00 per month	n/a	Leased equipment
Images	n/a	n/a	Included with Cash Management Online
Positive Pay	\$25.00 per month	\$150,000	Can be offset by earnings credit.

Our per item expenses are as follows:

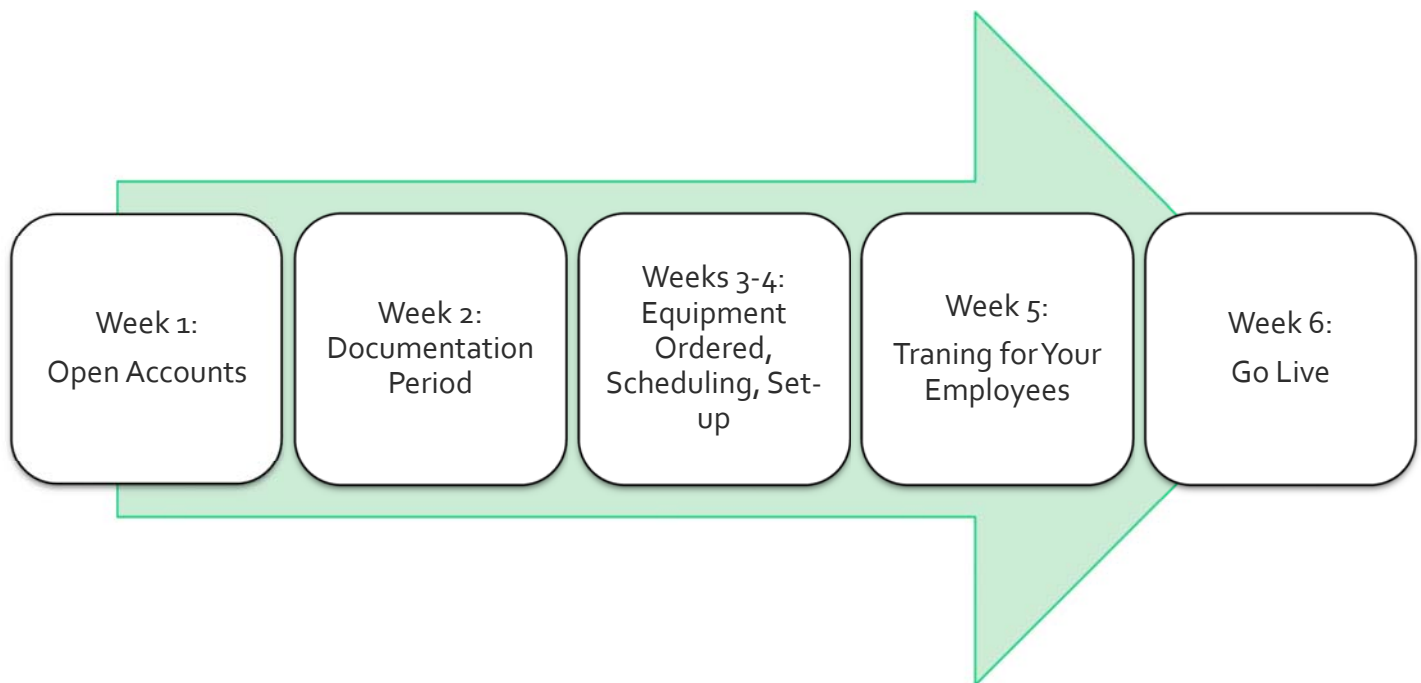
Function	Per Item Expenses	Balance Needed to Waive Per Item Expense	Notes
ACH Debits / Credits	\$0.15 Per Item	varies	Can be offset by earnings credit.
ATM Deposits	\$1.00 Per Deposit	varies	Can be offset by earnings credit.
Cash Deposited	n/a	varies	
Change Orders	n/a	varies	
Checks Deposited	\$0.15 Per Item	varies	Can be offset by earnings credit.
Counter Deposits	\$1.00 Per Deposit	varies	Can be offset by earnings credit.
Foreign Items Deposited	\$1.00 Per Deposit	varies	Can be offset by earnings credit.
Night Depository	\$1.00 Per Deposit	varies	Can be offset by earnings credit.

The cost associated with incoming or outgoing wires, account research, remote deposit capture and overdraft or non-sufficient funds are not able to be offset by earnings credits.

Proposed Time Line

The transition to Marine Bank will occur over a 6-week period. We will work with you every step of the way to assure a smooth and seamless conversion from your current banking provider to Marine Bank.

A tentative time-line is proposed below:



Proposed Schedule of Fees

	# of Units	Unit Price	Can be offset by earning credit
Bal Related Services Dep Insurance-Bank Assessment	2,291,664	15.00	X
Depository Services: Account Maintenance	1	25.00	X
Banking Center Deposit	31	31.00	X
Qbd/Night Drop Deposit	1	1.00	X
Debits Posted-Other	1	1.00	X
General Checks Paid Truncated	214	32.10	X
Returns-Chargeback	1	6.00	X
Cks Dep Un-encoded Items	277	41.55	X
Cks Deposited Foreign Items	1	1.00	X
Debits Posted-Electronic	20	3.00	X
Credits Posted-Electronic	137	20.55	X
Deposit Account Statements	1	0.00	X
Stop Payment	1	35.00	X
Commercial Deps-Cash Vault: Curr/Coin Dep/\$100-Qbd-Nd	25	25.00	X
Curr/Coin Dep/\$100-Bkg Ctr	534	0.00	X
General ACH Services : ACH Return Item	1	6.00	X
ACH Monthly Maintenance	1	0.00	X
ACH Input-Echannel	1	0.00	X
ACH Notif of Change (NOC)	2	0.00	X
ACH Standard Rpts-Electronic	2	0.00	X
ACH Consumer on us Debits	16	2.40	X
ACH Consumer off us Debits	86	12.90	X
ACH Credit Received Item	137	20.55	X
ACH Debit Received Item	22	3.30	X
Wire Transfer: CPO GP Monthly Maint Basic	1	30.00	
PH OR Stnd Order Temp Store	2	60.00	
Information Services: CPO Online Subscription	1	35.00	X
CPO Prem IR Maintenance	1	0.00	X
CPO Prem PDR Account	2	0.00	X
CPO Prem PDR Itm Stored	704	0.00	X
CPO Prem Research Item	1	50.00/hour	
CPO Per Image Access	2	0.00	X
Security Access	1	0.00	X
Image: Image Archive-90 Days	247	0.00	X
Image Maintenance CPO	1	0.00	X
Miscellaneous: Statement Copy	1	2.00/page	X

Marine Bank & Trust Company

Non-Collusion Affidavit of Prime Proposer

IN THIS SECTION:

- Affidavit of Prime Proposer

Section E



Notarized Affidavit of Prime Proposer

State of Florida

County of Indian River


I, Charles Gisler, EVP/CFO, being duly sworn, deposes and says that:

1. Affiant is Charles Gisler, EVP/CFO of Marine Bank & Trust Company, the Proposer that has submitted the attached proposal:
2. Affiant is fully informed respecting the preparation and contents of the attached proposal and all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affiant, has in any way concluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham proposal in connection with such contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Barefoot Bay Recreation District Board of Trustees, any of its agents, or any person interested in the contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representative, owners, employees or parties of interest, including affiant.



Charles Gisler
Executive Vice President/Chief Financial Officer

Sworn to and subscribed before me
this 28 day of February, 2017.



Erica Koch, Notary Public
My commission expires: July 2, 2018



Personally known

Marine Bank & Trust Company

Appendix

IN THIS SECTION:

- Commonly Asked Questions
- Georgia Irish's Resume
- Insurance Declaration Pages



Section F

Appendix A: Frequently Asked Questions

Q. Will my Marine Bank deposits be FDIC insured?

A. Yes. All Marine Bank deposits are insured by the FDIC. The standard insurance amount currently is \$250,000 per depositor. The FDIC provides separate coverage for deposits held in different account ownership categories. For details on the requirements, go to www.fdic.gov/deposit/deposits. You can calculate your insurance coverage using the FDIC's Electronic Deposit Insurance Estimator at www.myFDICinsurance.gov. For questions about FDIC coverage, call toll-free 1-877-ASK-FDIC or ask a banker at your local office.

Q. Who do I call if my Marine Bank debit card is lost or stolen?

A. If your debit card is lost or stolen, please call 1-866-546-8273. The reporting line is open 24/7.

Q. When will I receive my account statement?

A. Marine Bank statements are processed as of the last business day of the month. If you enroll in eStatements, you may access your statement 2 business days after month end via your online banking. Paper statements are mailed 5 business days after month end.

Q. Will I receive check images with my statements?

A. Yes. You will receive check images in your monthly statement from Marine Bank. Check images are also included in your eStatements.

Q. How long can I access my statements and images?

A. eStatements are available online for 18 months and at the branch for 5 years. Images will be available online for 24 months and at the branch for 7 years.

Q. Who do I call if I have questions about my account?

A. Georgia Irish will be your main contact point. If she is not available, other associates at the Sebastian Branch will be able to assist you with your accounts.

Q. What is Marine Bank's disaster recovery plan?

A. Marine Bank utilizes one of the top three national providers of bank processing services. The Bank's chosen provider hosts critical customer-facing systems such as internet banking and remote deposit capture in datacenters outside the state of Florida. Local events such as hurricanes or other disruptive conditions would impact customers only if their own internet access was interrupted.

In the event of a local disaster, Marine Bank would move bank operations to another of our banking centers. In a catastrophic situation where all banking centers are incapacitated, bank operations would be restored to a mobile unit provided by the Bank's nationally recognized disaster recovery partner. Bank management performs various disaster recovery tests throughout the year.

Appendix B: Georgia Irish's Resume

Georgia L. Irish
(772) 589-4494
Girish@MarineBankandTrust.Com

Summary:

Professional Banker with 33 years of banking experience specializing in providing an outstanding customer experience. Exceptional communication, organization and leadership skills. Dedicated to giving back to the community.

Professional Experience:

<u>Marine Bank & Trust Company</u>	<u>December 2004 to present</u>
--	---------------------------------

Vice President, Client Services & Business Development

- Ensures Engaging, Reliable, Inviting, Knowledgeable and Admirable customer experiences.
- Develop retail and commercial business through business development calls on current and prospective business and retail customers.
- Recommends Marine Bank products that can improve business efficiency and reduce costs.
- Discuss how Marine Bank's Wealth Management services can aid in retirement planning.
- Monitors and improve service and sales performance of the Sebastian team.
- Participates in community events to keep with the "Team Marine" philosophy and image.

<u>First National Bank of Pennsylvania</u>	<u>April 1984 - April 2004</u>
--	--------------------------------

Started my career at FNB of Pennsylvania as a teller. Shortly thereafter I was promoted to personal banker and then assistant branch manager. I moved to Sebastian in 2004.

Community Involvement:

- 2017 Dancing with Vero Stars – IRC Healthy Start Coalition
- Healthy Start Board Member – 13 years
- Environmental Learning Center Board Member
- Habitat for Humanity Board Member
- Vero Beach & Sebastian Chamber of Commerce monthly events and networking
- President of the Oceanside Business Association
- United Way volunteer

Many events, fundraisers through the year to promote and support the community and Marine Bank's philosophy of community service.



ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

TYPE V INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: (IDTCHUB-6B57809-4-16)

RENEWAL OF (IDTCHUB-6B57809-4-15)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA

NCCI CO CODE: 13439

1.

INSURED:

MARINE BANK & TRUST COMPANY
571 BEACHLAND BLVD
VERO BEACH FL 32963

PRODUCER:

PAYCHEX INS AGENCY INC
150 SAWGRASS DR
ROCHESTER NY 14620

Insured is A CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 06-01-16 to 06-01-17 12:01 A.M. at the insured's mailing address.

3. A. **WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

FL

B. **EMPLOYERS LIABILITY INSURANCE:** Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	\$	1 00000	Each Accident
Bodily Injury by Disease:	\$	500000	Policy Limit
Bodily Injury by Disease:	\$	100000	Each Employee

C. **OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here:

AL AR AZ CA CO CT DC DE GA HI IA ID IL IN KS KY LA MA MD ME MI MN
MO MS MT NC NE NH NJ NM NV NY OK OR PA RI SC SD TN TX UT VA VT WI
WV

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made ANNUALLY.

DATE OF ISSUE: 04-07-16 GC

OFFICE: PAYROLL 70A

PRODUCER: PAYCHEX INS AGENCY INC

**WORKERS COMPENSATION
 AND
 EMPLOYERS LIABILITY POLICY**

TYPE V INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: (IDTCHUB-6B57809-4-16)

CLASSIFICATION SCHEDULE:

CLASSIFICATIONS	CODE NO	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
-----------------	---------	--	---------------------------------------	--------------------------------

SEE EXTENSION OF INFORMATION PAGE - SCHEDULE(S)

SIC-CODE: 8721 NAICS: 541219

TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	\$	7066
PREMIUM DISCOUNT		NONE
0900-09 EXPENSE CONSTANT		200
TERRORISM		455
TOTAL ESTIMATED PREMIUM		7721
DEPOSIT AMOUNT DUE		7721

Minimum Premium: \$ 221

DATE OF ISSUE: 04-07-16 GC

OFFICE: PAYROLL 70A
 PRODUCER: PAYCHEX INS AGENCY INC SV996

COUNTERSIGNED-AGENT



NAMED INSURED AND ADDRESS		PRODUCER
Item 1.	Marine Bank & Trust Co 571 Beachland Blvd Vero Beach, FL 32963	USI Insurance Services LLC 2045 14th Ave. Vero Beach, FL 32961 Attn: Kristi L. Cook
Attn:		
CUSTOMER NUMBER		INSURER
393657		Continental Casualty Company 333 S. Wabash Ave. Chicago, IL 60604
POLICY NUMBER		
425400236		

Item 2. **Policy Period:** 6/18/2016 to 6/18/2019
12:01 a.m. local time at the address stated in Item 1.

Item 3. **Policy Premium:** \$88,581 (does not include Surcharges or Taxes, if applicable)

Lines of Business	Policy Year Premium	Policy Period Premium
Community Bank Liability	\$29,527	\$88,581
Total	\$29,527	\$88,581

Item 4. **Coverage Parts and Endorsements:**

Epac Extra - Directors & Officers Liability Coverage Part	GSL12039XX	03/2010
Epac Extra - Employment Practices Liability Coverage Part	GSL12040XX	03/2010
Epac Extra - Fiduciary Liability Coverage Part	GSL12041XX	03/2010
Epac Extra - Bankers Professional Liability Coverage Part	GSL12045XX	03/2010
Employment Practices Liability Coverage Part Additional Exclusion Endorsement	CNA68894XX	09/2012
Amend Definition Of Application	CNA72729XX	02/2013
Community Banks Financial Institutions Multi Year Endorsement	CNA73699XX	07/2013
Amend Application Section To Eliminate Ability To Rescind Endorsement	CNA81263XX	01/2015
Amend Prior Notice Exclusion Endorsement (Employment Practices Liability Coverage Part)	CNA81299XX	03/2015
Amend Application Section Endorsement	CNA81408XX	03/2015
Cap On Losses From Certified Acts Of Terrorism Endorsement	CNA81751XX	03/2015
Amend Definition Of Wrongful Act To Include Settlor Activity Endorsement (Fiduciary Liability Coverage Part)	CNA82645XX	06/2015
Community Banks Amend Illegal Profits/Deliberate Acts Exclusion Endorsement		
Directors & Officers Liability Coverage Part	CNA85310XX	03/2016
Additional Insured Endorsement	G139032A	03/2010
Epac Extra Community Bank Bridge Endorsement	GSL16942XX	03/2010
Community Bank Amendatory Endorsement	GSL22201XX	07/2013
Bankers Professional Liability Solutions - Lender Liability Coverage	GSL2425XX	03/2010
Community Banks Amend Subrogation And Recovery Endorsement (Final Adjudication)	GSL26100XX	01/2011
Community Banks Amend Definition Of Loss	GSL26104XX	01/2011
Community Banks Amend Notice Of Claim Endorsement	GSL26105XX	01/2011
Community Banks Amend Extended Reporting Period	GSL28299XX	02/2011
State Amendatory Inconsistent Endorsement	GSL34480XX	05/2011



Community Banks Amend Definition Of Loss	GSL37283XX	06/2011
Amendatory Endorsement Florida	GSL46199FL	10/2011
KSOP Exclusion Endorsement	GSL59339XX	02/2012
Community Banks IRA/KEOGH Services Coverage	GSL7168XXC	03/2010
Cancellation/Non-Renewal Endorsement Florida	GSL7541FL	09/2011
Notice Offer Of Terrorism Coverage Disclosure Of Premium Confirmation Of Acceptance	CNA81758XX	03/2015



Item 5. Notices of Claims to Insurer:

CNA – Claims Reporting
P.O. Box 8317
Chicago, IL 60680-8317
Fax: 866-773-7504
Email: SpecialtyNewLoss@cna.com

These Declarations, along with the completed and signed Application, the Policy, and any written endorsements attached shall constitute the contract between the Insureds and the Insurer.

Authorized Representative:

Date: 07/13/2016



Community Bank Liability Coverage Part Declarations

NOTICE

THE LIABILITY COVERAGE PARTS ARE WRITTEN ON A CLAIMS MADE BASIS, AND AS SUCH, TO ALL PROVISIONS, APPLIES ONLY TO ANY CLAIM FIRST MADE DURING THE POLICY PERIOD. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT THAT, THE EXTENDED REPORTING PERIOD APPLIES. DEFENSE COSTS REDUCE THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTION. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER

Named Insured: Marine Bank & Trust Co

Policy Number: 425400236

Policy Period: 6/18/2016 to 6/18/2019

Item 1. **Policy Year Limits of Liability and Retentions** (inclusive of **Defense Costs**). Regardless of the Option selected, as indicated by a checked box, please refer to the Coverage Schedule below for applicable **Coverage Parts**.

The Coverage Parts designated below are issued with the Limits of Liability and Retention Option selected below:

Policy Aggregate Limit of Liability \$7,000,000

Single Limit of Liability:

Bankers Professional Liability \$1,000,000

Network Security and Privacy Liability N/A

All other Limits scheduled

Refer to Column 2 below

Scheduled Retentions

Refer to Column 3 below

COVERAGE SCHEDULE

① Coverage Part	② Scheduled Limits of Liability	③ Scheduled Retentions Per Claim	**Prior and Pending Litigation / Retro Date	Multi- Coverage Discount Applied	Policy Year Premium	Policy Period Premium
Management Liability Coverages:						
Directors and Officers Liability	\$4,000,000	\$50,000	06/04/2005	\$3,252	\$20,602	\$61,806
Employment Practices Liability	\$1,000,000	\$50,000	06/04/2005	\$0	\$2,146	\$6,438
Fiduciary	\$1,000,000	\$5,000	06/04/2005	\$0	\$800	\$2,400
Bankers Professional Liability Coverages:						
Bankers Professional Liability	See Above	\$50,000	06/04/2005	\$0	\$641	\$1,923
Lenders Liability	See Above	\$50,000	06/04/2005	\$0	\$5,338	\$16,014
Total				\$3,252	\$29,527	\$88,581



Community Bank Liability Coverage Part Declarations

****Prior and Pending Litigation Dates** apply to all Management Liability Coverages (Directors and Officers Liability, Fiduciary Liability and Employment Practices Liability).

****Retroactive Dates** apply to all Bankers Professional Liability Coverages and Network Security and Privacy Liability Coverages

NOTE: The premium shown on this Declarations page does not include surcharge and tax

Authorized Representative

Date: 07/13/2016

02Mar17, Bldg. E, 11:00am

Banking RFP Evaluation Committee meeting minutes

Welcome

Pledge of Allegiance

Pledge was led by Steve Diana.

Attendees

Voting members present: Ed Geier, Kimi Cheng and Frank Cavaliere (excused)

Non-voting members: John W. Coffey, Steve Diana

Election of Chairman

Kimi Cheng nominated Ed Geier, 2nd by Ed Geier. Motion passed 2-0.

Opening of Bids

One bid was opened from Marine Bank and Trust Company (571 Beach Lane Blvd, Vero Beach, FL). Bids were distributed to the committee.

Mr. Diana asked if other banks are disqualified. Chairman Geier said yes, but BOT can put it out for another RFP.

Mr. Geier stated he does not think we need the second meeting and can forward the proposal to the BOT. Committee agreed by consensus.

Audience participation

Hurrol Brinker asked about the bank he liked (did not submit a proposal).

Adjournment

Motion to adjourn by Kimi Cheng, 2nd by Ed Geier. Motioned passed. 11:09am

Board of Trustees Meeting Agenda Memo

Date: March 28, 2017

Title: **Building A Kitchen Design Award of Contract**

Section & Item: 9E i

Department: R&M/Capital

Fiscal Impact: \$25,875

Contact: Dawn Myers, District Clerk, Kathy Mendes, Food & Beverage Manager; or John W. Coffey, Community Manager

Attachments: Proposal from TLC

Reviewed by
General Counsel: No

Approved by:



Requested Action by BOT

Approval of design proposal or other direction

Background and Summary Information

At the 31Jan17 Five-year Financial Model & Capital Improvement Plan, by consensus the BOT moved several kitchen renovation/expansion projects proposed for FY28-20 into FY17 and instructed staff to proceed with them immediately (using fund balance to pay for the projects). Staff walked through the areas with TLC representative and associated sub-contractors earlier this month. TLC's proposal for \$25,875 is attached which addresses the following components:

- kitchen remodel
- kitchen pass through door to hallway
- kitchen/prep area/storage footprint expansion
- kitchen assembly room entrance renovation
- kitchen exterior walk-in cooler/freezer

Staff recommends the BOT approve the TLC design proposal for \$25,875 for Building A kitchen design.



March 16, 2015

Mr. John W Coffey
Community Manager
Barefoot Bay Recreation District
625 Barefoot Blvd
Barefoot Bay, FL 32976
Delivered via email: jcoffey@bbrd.org

**Re: Barefoot Bay Recreation District Building A Kitchen Renovation/Addition
Professional Architectural/Engineering Services Proposal**

Dear Mr. Coffey:

TLC Engineering is pleased to submit the following proposal to provide design services for the project referenced above. We appreciate your consideration and look forward to working with you and your team on this project.

PROJECT SCOPE

We understand the project is to consist of the renovation and reconfiguration of the existing Building A kitchen to support catering events in the Building A event hall for approximately 300 people. The kitchen renovation will consist of the following:

- Ne exhaust hood and fire suppression system
- New ware washing area
- New addition for storage area (aprx. 400 sf)
- New equipment for cooking line
- New walk in cooler/freezer combination
- Add chef's line

TLC's proposal is based on information provided during our meeting on March 2, 2017.

BASIC SCOPE OF SERVICES

TLC shall provide professional engineering and design services for:

- a. Electrical Engineering
- b. Mechanical Engineering
- c. Plumbing Engineering
- d. Structural Engineering
- e. Architectural (sub-contracted to **Dave Nagrodsky Architects**)
- f. Kitchen Design (sub-contracted to **Indian River Concepts**)

TLC anticipates submittals at the following design stages:

- 100% Construction Documents

➤ Rough order Magnitude (RoM) Cost Estimate

All submittals are anticipated to be electronic. Document reproduction to be performed by **Barefoot Bay Recreation District** or considered a reimbursable expense.

One (1) site visit during design is included in TLC's proposed scope of work. The site visit is to evaluate the existing electrical and mechanical systems. No destructive testing or investigation is included in TLC's scope of work.

One (1) design review meeting is included in TLC's proposed scope of work.

Fire protection design shall consist of schematic plans and "performance-based" specifications.

LIMITATION OF TLC LIABILITY

In recognition of the unmanageable risks intrinsic in projects of this type, Client agrees that the total potential liability of TLC to Client and any third party claim directed through Client shall be limited to the compensation actually paid to TLC for services.

PROPOSED CONSTRUCTION PHASE SERVICES

Construction Phase Services are not included in this scope of work.

INFORMATION TO BE FURNISHED TO TLC

Specific information and material that impacts the design shall be provided to TLC as shown in Attachment A.

ADDITIONAL SERVICES

Additional services, when requested in writing by **Barefoot Bay Recreation District**, shall be performed for a fixed fee. Additional Services include those items shown in Attachment B. TLC shall submit the additional services proposal with fee for approval and authorization prior to proceeding with a design.

FEE

We propose to provide the above-described basic scope of services based on the following fee schedule:

• Architectural/Kitchen Design	\$	7,900.00
• MEP	\$	10,887.50
• Structural	\$	7,087.50
Total	\$	<u>25,875.00</u>

Reimbursable expenses will be assessed at 1.1 times direct cost. Reimbursable expenses include all out-of-county travel-related costs, (TLC's Cocoa office to be considered point-of-origin for all trips), airfare, mileage, meals, lodging, plotting and printing (except as required for in-house coordination), photography, courier services, shipping and express mail. Billing will be monthly, based upon percentage of services completed and reimbursable expenses. Payment is due within fifteen (15) days of receipt of payment from client.

If our proposal is acceptable, your signature below will confirm our authorization to proceed. Retain one copy and return one copy to TLC at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that approval has been received by your firm from the client.

We look forward to your favorable selection of TLC and the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments.

Sincerely,

TLC Engineering for Architecture



Gary C. Krueger, PE, CM, LEED AP BD+C
Principal / Division Director



Colin G. Doyle, PE
Associate / Structural Project Engineer

Barefoot bay Recreation District

By: _____

Print Name and Title

Date

Attachments

- Appendix A: Information to be Furnished to TLC
- Appendix B: Additional Services

ATTACHMENT A

INFORMATION TO BE FURNISHED TO TLC
Professional Engineering Services Proposal

1. Reliable existing construction design drawings (architectural, mechanical, plumbing, electrical, and structural). Extensive field verification of existing systems is not anticipated or included in the proposed scope of work.
2. Fire hydrant flow test data, performed at the hydrants required by the design (to be indicated by TLC).
3. Catalog cut sheets for Owner-furnished equipment and equipment requiring mechanical, plumbing or electrical connections. Cut sheets shall indicate all utility connection requirements, utility consumption and heat rejection, including information on any system with special clearance requirements.
4. Utility data and usage rates for the past two years for Building A.

ATTACHMENT B

ADDITIONAL SERVICES

Professional Engineering Services Proposal

1. Construction administration and services.
2. Material testing or installation quality inspection services including (but not limited to) concrete, reinforcing steel, welds, connections, torsion or tension verification of bolts, decking or masonry systems. Certification of construction or inspection services to appease special requirements of the local building department, are not included in TLC's scope of services.
3. Value Engineering meetings and subsequent engineering or design revisions to incorporate extensive accepted value engineering items, including changes to system design after construction documents have been completed.
4. Significant revisions to the program, design philosophy or Architectural plans after 100% Design Development approval, or to systems selected following schematic phase, and which result in redesign expenses.
5. Electrical Circuit Breaker Coordination Study.
6. Site lighting.
7. Design of emergency power or generator systems.
8. Interior design services (i.e. carpet, wall covering, and tile selections). Allowances will be provided on the drawings for bidding purposes.
9. Preparation of mechanical systems life cycle cost analysis.
10. Surveying, landscape design, and irrigation design services.
11. Document reproduction beyond those required for in-house coordination and submittals as outlined above.
12. Energy modeling and FLOCOM for new building.
13. Commissioning of building MEP systems.
14. Threshold Inspection Services.
15. Design of currently unidentified specialty electrical systems, including but not limited to: low voltage systems, specialty lighting, CCTV security, audio/visual, video conference system, commercial and retail tenant's point of sale, telephone/data/video, paging/PA system and security, alarm/access control systems. (Design of empty conduit systems is included).
16. Development of "as-built" or record drawings.
17. Detailed cost estimating services.
18. Design of unconventional foundation systems including vibrocompaction, vibroflotation piles, matt foundation, or design to accommodate potential sinkhole activity. Proposed design is based on conventional spread foundation systems.
19. Front end specifications and bid administration services.
20. Modification of the existing master stormwater system.

Board of Trustees Meeting Agenda Memo

Date: March 28, 2017

Title: **19th Hole Kitchen Design Award of Contract**

Section & Item: 9E ii

Department: R&M/Capital

Fiscal Impact: \$20,010

Contact: Dawn Myers, District Clerk, Kathy Mendes, Food & Beverage Manager; or John W. Coffey, Community Manager

Attachments: Proposal from TLC

Reviewed by
General Counsel: No

Approved by:



Requested Action by BOT

Approval of design proposal or other direction

Background and Summary Information

At the 31Jan17 Five-year Financial Model & Capital Improvement Plan, by consensus the BOT moved several kitchen renovation/expansion projects proposed for FY28-20 into FY17 and instructed staff to proceed with them immediately (using fund balance to pay for the projects). Staff walked through the areas with TLC representative and associated sub-contractors earlier this month. TLC's proposal for \$20,010 is attached which addresses the following components:

- new kitchen equipment
- interior renovations
- exterior walk-in cooler/freezer

Staff recommends the BOT approve the TLC design proposal for \$20,010 for 19th Hole kitchen design.



March 16, 2015

Mr. John W Coffey
Community Manager
Barefoot Bay Recreation District
625 Barefoot Blvd
Barefoot Bay, FL 32976
Delivered via email: jcoffey@bbrd.org

**Re: Barefoot Bay Recreation District 19th Hole Kitchen Renovation
Professional Architectural/Engineering Services Proposal**

Dear Mr. Coffey:

TLC Engineering is pleased to submit the following proposal to provide design services for the project referenced above. We appreciate your consideration and look forward to working with you and your team on this project.

PROJECT SCOPE

We understand the project is to consist of the renovation and reconfiguration of the existing kitchen at the 19th Hole restaurant in Barefoot Bay, Florida. The kitchen renovation will consist of the following:

- New waiters aisle New exhaust hood and fire suppression system
- New ware washing area
- New cooking equipment
- Renovation of the existing bar using new equipment
- New chefs line
- New exterior walk in cooler/freezer for beer and food storage

TLC's proposal is based on information provided during our meeting on March 2, 2017.

BASIC SCOPE OF SERVICES

TLC shall provide professional engineering and design services for:

- a. Electrical Engineering
- b. Mechanical Engineering
- c. Plumbing Engineering
- d. Structural Engineering
- e. Architectural (sub-contracted to **Dave Nagrodsky Architects**)
- f. Kitchen Design (sub-contracted to **Indian River Concepts**)

TLC anticipates submittals at the following design stages:

- 100% Construction Documents
- Rough order Magnitude (RoM) Cost Estimate

All submittals are anticipated to be electronic. Document reproduction to be performed by **Barefoot Bay Recreation District** or considered a reimbursable expense.

One (1) site visit during design is included in TLC's proposed scope of work. The site visit is to evaluate the existing electrical and mechanical systems. No destructive testing or investigation is included in TLC's scope of work.

One (1) design review meeting is included in TLC's proposed scope of work.

Fire protection design shall consist of schematic plans and "performance-based" specifications.

LIMITATION OF TLC LIABILITY

In recognition of the unmanageable risks intrinsic in projects of this type, Client agrees that the total potential liability of TLC to Client and any third party claim directed through Client shall be limited to the compensation actually paid to TLC for services.

PROPOSED CONSTRUCTION PHASE SERVICES

Construction Phase Services are not included in this scope of work.

INFORMATION TO BE FURNISHED TO TLC

Specific information and material that impacts the design shall be provided to TLC as shown in Attachment A.

ADDITIONAL SERVICES

Additional services, when requested in writing by **Barefoot Bay Recreation District**, shall be performed for a fixed fee. Additional Services include those items shown in Attachment B. TLC shall submit the additional services proposal with fee for approval and authorization prior to proceeding with a design.

FEE

We propose to provide the above-described basic scope of services based on the following fee schedule:

• Architectural/Kitchen Design	\$	7,900.00
• MEP	\$	9,005.00
• Structural	\$	3,105.00
Total	\$	<u>20,010.00</u>

Reimbursable expenses will be assessed at 1.1 times direct cost. Reimbursable expenses include all out-of-county travel-related costs, (TLC's Cocoa office to be considered point-of-origin for all trips), airfare, mileage, meals, lodging, plotting and printing (except as required for in-house coordination), photography, courier services, shipping and express mail. Billing will be monthly, based upon percentage of services completed and reimbursable expenses. Payment is due within fifteen (15) days

of receipt of payment from client.

If our proposal is acceptable, your signature below will confirm our authorization to proceed. Retain one copy and return one copy to TLC at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that approval has been received by your firm from the client.

We look forward to your favorable selection of TLC and the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments.

Sincerely,

TLC Engineering for Architecture



Gary C. Krueger, PE, CM, LEED AP BD+C
Principal / Division Director



Colin G. Doyle, PE
Associate / Structural Project Engineer

Barefoot bay Recreation District

By: _____

Print Name and Title

Date

Attachments

- Appendix A: Information to be Furnished to TLC
- Appendix B: Additional Services

ATTACHMENT A

INFORMATION TO BE FURNISHED TO TLC
Professional Engineering Services Proposal

1. Reliable existing construction design drawings (architectural, mechanical, plumbing, electrical, and structural). Extensive field verification of existing systems is not anticipated or included in the proposed scope of work.
2. Fire hydrant flow test data, performed at the hydrants required by the design (to be indicated by TLC).
3. Catalog cut sheets for Owner-furnished equipment and equipment requiring mechanical, plumbing or electrical connections. Cut sheets shall indicate all utility connection requirements, utility consumption and heat rejection, including information on any system with special clearance requirements.
4. Utility data and usage rates for the past two years for the 19th Hole.

ATTACHMENT B

ADDITIONAL SERVICES Professional Engineering Services Proposal

1. Construction administration and services.
2. Material testing or installation quality inspection services including (but not limited to) concrete, reinforcing steel, welds, connections, torsion or tension verification of bolts, decking or masonry systems. Certification of construction or inspection services to appease special requirements of the local building department, are not included in TLC's scope of services.
3. Value Engineering meetings and subsequent engineering or design revisions to incorporate extensive accepted value engineering items, including changes to system design after construction documents have been completed.
4. Significant revisions to the program, design philosophy or Architectural plans after 100% Design Development approval, or to systems selected following schematic phase, and which result in redesign expenses.
5. Electrical Circuit Breaker Coordination Study.
6. Site lighting.
7. Design of emergency power or generator systems.
8. Interior design services (i.e. carpet, wall covering, and tile selections). Allowances will be provided on the drawings for bidding purposes.
9. Preparation of mechanical systems life cycle cost analysis.
10. Surveying, landscape design, and irrigation design services.
11. Document reproduction beyond those required for in-house coordination and submittals as outlined above.
12. Energy modeling and FLOCOM for new building.
13. Commissioning of building MEP systems.
14. Threshold Inspection Services.
15. Design of currently unidentified specialty electrical systems, including but not limited to: low voltage systems, specialty lighting, CCTV security, audio/visual, video conference system, commercial and retail tenant's point of sale, telephone/data/video, paging/PA system and security, alarm/access control systems. (Design of empty conduit systems is included).
16. Development of "as-built" or record drawings.
17. Detailed cost estimating services.
18. Design of unconventional foundation systems including vibrocompaction, vibroflotation piles, matt foundation, or design to accommodate potential sinkhole activity. Proposed design is based on conventional spread foundation systems.
19. Front end specifications and bid administration services.
20. Modification of the existing master stormwater system.

Board of Trustees Meeting Agenda Memo

Date: Mar. 28, 2017

Title: **Beach Grant Project Phase 1 Award of Contract**

Section & Item: 9F

Department: R&M/Capital

Fiscal Impact: \$37,120

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

Attachments: Bids from Squires Constriction, LLC and
Team Waterbury, LLC

Reviewed by
General Counsel: N/A

Approved by:



Requested Action by BOT

Award of contract.

Background and Summary Information

In August 2016 BBRD was awarded a \$60,000 CPI 50% reimbursable grant for beach improvements. All projects within the grant funded program must be completed by 30Jun17.

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

Based on the townhall meeting results and feedback from FDEP officials, a revised scope of work was approved by the BOT and submitted to FDEP.

Subsequently, TLC engineering subcontractor B.S.E. has submitted to FDEP and Brevard County permit and site plan applications. Staff anticipates the site plan to be approved mid-April.

2nd Revised CPI Modification Requested Scope of Work	
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
Total	60,000

Two bids were received by staff for grubbing of exotics, construction of privacy berm along A1A, landscaping of berm, sodding of disturbed areas (not designated for future crushed concrete parking/walking areas) and associated irrigation system installation as follows:

- \$53,650.80 Squires Construction, LLC
- \$37,120 Team Waterbury LLC (includes options for taller sea grapes on berm, additional/upgrade irrigation)

Staff recommends the BOT award contract of \$37,120 to Team Waterbury LLC for Beach Grant Project, Phase I.

SQUIRES CONSTRUCTION .LLC

Date 3/5/2017

3202 Jackson Ave. NE
Palm Bay, Florida 32905

phone 321-557-7762
fax 877-353-6618

TO: Barefoot Bay

Attn: Matt

Proposal - Contract

Proposal For: Barefoot Bay Beach access

Remove exotics from property lines in which is 98.5 % of the trees	\$ 7,750.00
Install Silt fence per requirements and maintain	\$ 1,500.00
Haul all debris to Brevard County Landfill including dump fees	\$ 8,324.00
Supply, haul, install, grade and compact approx 51 loads of dirt This includes the birm and front of property item.	\$ 13,500.00
Survey to include: Property lines every 50ft to clarify clearing Layout of Birm. Restake as needed Asbuilts of final product	\$ 2,100.00
Irrigation to include 3 runs to include all three sides and birm Remove old line as tree roots have it encompassed	\$ 6,485.00
MOT or Traffic control when rolling trucks to include: Cones Flag man when needed Street cleaning daily	\$ 850.00

Thank you, Steve Squires

SQUIRES CONSTRUCTION .LLC

Sod - Bahai sod supply 7000 sf of sod \$ 4,200.00
Sod amount may change. We could adjust if needed and add

Assuming access will be needed by owners for Beach access we can
park them by A1A and we will keep a safe walkway for them.

Exclusions: Cost of permits
 Trees or transplanting of trees

Subtotal of this proposal	\$	44,709.00
Overhead	\$	4,470.90
Profit	\$	4,470.90
Total	\$	53,650.80

Total Cost of this PROPOSAL

\$ 53,650.80

Accepted By: _____

Barefoot Bay

Date

Thank you, Steve Squires



Thank you, Steve Squires



0.3

6360

Thank you, Steve Squires

Board of Trustees Meeting Agenda Memo

Date: March 28, 2017

Title: **Award of Contract for Pool #1 Walkway Roof Replacement**

Section & Item: 9G

Department: R&M/Capital

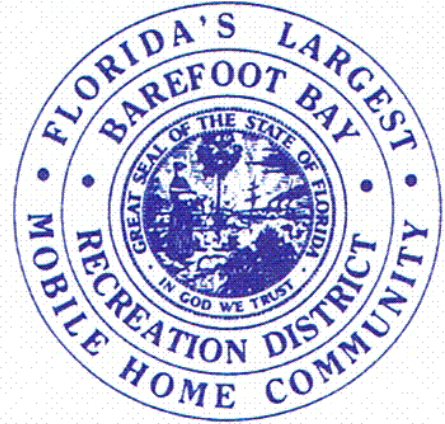
Fiscal Impact: Up to \$12,426 plus additional cost depending upon condition of sub-surface

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

Attachments: Quotes from Hough Roofing & Screens Rooms, Inc. and Leeward Roofing and email between Mr. Goetz and Hough Roofing & Screens Rooms, Inc.

Reviewed by
General Counsel: N/A

Approved by:



Requested Action by BOT

Award of Contract and Authorization Use of R&M/Capital Contingency

Background and Summary Information

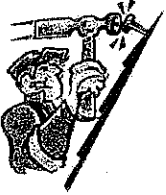
During the summer of 2016 the Pool #1 walkway roof began to develop leaks that were beyond the ability of staff or contractors to patch. Subsequently, staff solicited the following quotes to replace the roof.

\$10,395 Hough Roofing & Screens Rooms, Inc.
\$12,426 Leeward Roofing

Since this is not a budgeted project the use of contingency is required to fund this project. Currently, R&M/Capital Department contingency has an uncommitted balance of \$41,014.

Staff recommends the BOT award contract for roof replacement of the Pool#1 walkway to Hough Roofing & Screens Rooms, Inc. for \$10,395 and authorize staff to transfer the same amount from the contingency line-item to fund the project.

Proposal and Contract



Hough Roofing, Inc & Screens Rooms

All Aluminum Contractors
CCC05-7414 - RX11066878

2642 Palm Bay Rd

Palm Bay, FL 32905

P:321-837-1838 / F:321-984-0414

HoughRoofingInc@aol.com

772-664-2063

Name: MATT GOETZ Phone: _____ Date: 2-20-17

Address: 895 FALCON DR MICCO BFB

Site Address: 624 BAREFOOT BLVD

Description

Job will consist of the following work and material requested by owner or trustee & includes the cost of the following:
Materials, Labor, Tax, Insurance, Workers Comp, Warranties | Disposal.

30 year shingles, prorated after 10 years. \$ _____

40 year shingles, prorated after 15 years. \$ _____

50 year shingles, prorated after 50 years, with transferable warranty. \$ _____

All shingles are 130mph rated life time factory warranty.

5 V Crimp Metal \$ _____

Classic Rib \$ _____

Standing Seam \$ _____

Color: _____

REPLACE 2450
(11x182) FLAT
ROOF
NEW DRIP
AND 6" GUTTER

Replace existing _____ sq. roof with _____

Renail plywood to code. Install peel and stick underlayment. (SWB)

New vents, lead stacks & drip edge. Drip edge color to be: _____

New skylights to be insulated glass with aluminum curb impact rated.

Any plywood to be replaced will be charged at 50.00 per sheet.

Any deckboard to be replaced will be charged at _____ per LF.

Any fascia to be replaced will be charged at 6.00 per LF.

Permit and wind mitigation to be completed, as needed.

REMOVE and REPLACE
SOFFIT ?

TOTAL
10,395.00

Estimate Given By: Alan Hough

Any unforeseen damaged/rotten roof members are repaired on a time & material basis (costs of materials plus \$100.00 per man hour)

CONDITIONS: It is understood and agreed that Hough Roofing, Inc & All Aluminum Contractors, Inc. shall not be held liable for any loss, damage or delays occasioned by fire, strikes, lockouts or Acts of God. Prices quoted in this Contract are based upon CURRENT BUILDING CODE, current pricing, and general conditions which are standard for Specialty Contractors in the construction industry. This estimate is VALID FOR 30 days and shall become void thereafter at the sole discretion of the Contractor. CONTRACT TERMS: See reverse side. Signature required

Payment is expected upon job completion, a \$25.00 per day late fee after three days will be applied. Waiting for inspections is not permitted to complete payment.

PAYMENT TERMS: 10% () at signing, 10% () upon delivery of material and balance due upon completion ()

Signature : _____

Date : _____

Upon signing this Proposal it becomes a Contract, Owner specifically acknowledges and agrees to abide by the terms & conditions on the reverse side of this Contract and authorizes work to commence.

Leeward Roofing

Quotation

9577 Gator Drive, Unit #4
Sebastian, Florida 32958
Phone 772- 589-2400
CCC#1326409

DATE March 10, 2017
Quotation # 13028
Customer ID
Customer Name Barefoot Bay Rec

Quotation valid until: May 30, 2017
Prepared by: Robert Diedrich

Work to be performed at:

Barefoot Bay Walkway Canopy
625 Barefoot Blvd
Barefoot Bay, FL

Barefoot Bay Rec
C/O Matt Goetz
mattgoetz@bbrd.org

We will perform the labor necessary for the completion of the following:

Description
Reroof of Walkway Canopy: Approximately 100 ft - westward of the expansion joint
1. Tear off existing roofing to deck. Fasten Decking to current building code
2. Install Taper Insulation for drainage
3. Install 50 Mil Duro-Last PVC Membrane to manufacturer specs
4. Install new drip edge and termination
5. Dispose of all waste
* Includes permitting
Up to 4 sheets of plywood decking replacement included in quote: \$2.75/sq ft above 4 sheets

All material is guaranteed to be as specified, and the above work to be performed in accordance and completed in a substantial workmanlike manner for the sum of

Twelve thousand four hundred twenty six

Dollars \$12,426.00

With payments to be made as follows:

\$	6,213.00	50% Deposit to order custom sized Duro-Last membrane
\$	6,213.00	50% Due Upon Completion
\$	12,426.00	Total

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above this estimate. All agreements contingent upon weather, accidents or delays beyond our control.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Work is authorized to be completed as specified in agreement with the payment schedule above.

Signature _____ Date _____

John Coffey

From: Matt Goetz
Sent: Friday, March 17, 2017 3:34 PM
To: John Coffey
Subject: Hough roofing

Good afternoon

After reviewing the estimate given by Hough Roofing, INC there was no permit referenced and there was a clause stating "Waiting for inspections is not permitted to complete payment". After a phone call to their office i was informed that the permit IS included in their price and that this clause is something put in there for residential costumers as a way to protect them. I was assured this does not apply to us.

Thank you

--

Matthew J. Goetz
Barefoot Bay Recreation District
Property Service Manager

Board of Trustees Meeting Agenda Memo

Date: March 28, 2017

Title: **Award of Contract for 19th Hole A/C Replacement**

Section & Item: 9H

Department: Property Services: Buildings

Fiscal Impact: Up to \$12,426 plus additional cost depending upon condition of sub-surface

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

Attachments: Quotes from Florida Breeze and Palm Bay Air & Heat, Inc.

Reviewed by
General Counsel: N/A

Approved by:



Requested Action by BOT

Award of Contract.

Background and Summary Information

The A/C unit at the opposite end of the 19th Hole from the bar is in need of replacement. Staff solicited the following quotes to replace the unit.

\$6,970.00 Florida Breeze

\$6,095.00 Palm Bay Air & Heat, Inc.

Sufficient budget is available in the Property Services Building Sub-department, R&M Buildings line-item to cover the cost. This replacement does not conflict with the planned kitchen renovation/expansion project planned for late summer. Additionally, Florida Breeze has done multiple jobs for BBRD in the past year and has exhibited outstanding service and workmanship.

Staff recommends the BOT award contract for 19th Hole A/C replacement to Florida Breeze for \$6,970..



6928-B VICKIE CIRCLE, W. MELBOURNE 32904

WWW.FLORIDABREEZE.COM

(C) 321-266-2353, (W) 321-951-8767 (FAX) 321-951-8735

scottfrench1153@gmail.com

Proposal	Date	Due Date	SP
4704-107365	3/2/2017	4/1/2017	

Job Name:

BAREFOOT BAY RECREATION DISTRICT

625 BAREFOOT BLVD

19TH HOLE

BAREFOOT BAY, FL 32976

1225 BAREFOOT BLVD

772-664-2063

321-890-7019 MATT

We Hereby Submit Specifications And Estimates For:

Florida Breeze will provide and install a 5.0 ton Goodman 14.00 Seer heat pump with r410 refrigerant model (GSZ140601) with a Goodman multi speed air handler model (ASPT61D14) with 5kw aux.heat strip.

- Thermostat: Honeywell programmable thermostat, easy to use.
- Air handler installed in the ceiling with threaded rod and U channel, drain pan and pan float switch.
- Copper refrigerant lines: New heavy duty copper refrigerant lines, drain line and low voltage wire, includes refrigerant line cover.
- Condenser pad: new 4" concrete pad add 3" risers then secure with Hurricane rated anchors. Seal lines on the newer condenser and leave with the client.
- Electrical: Includes air handler breaker disconnect. - Electrical whips: Replace as needed. -replace breakers with proper, per manufacturers recommendation.
- New plenums and and tie into existing duct system. New smoke detector added (this added on \$750.00).
- Remove and dispose of old air handlers.

GOODMAN WARRANTY: (10) Ten years parts, (01) One year labor

Total: \$6,970.00 ARI: 7995680 (Balance due upon completion)

We propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: \$6,970.00

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date. All sales final after installation.

Authorized
Signature _____

Acceptance
Signature _____

Date _____

PALM BAY AIR & HEAT, INC.

1117 MALABAR ROAD NE
PALM BAY, FL 32907
(321) 728-7284
LIC # CAC1815443



023988

DATE
3/16/17
DATE ORDERED

NAME: Barefoot Day Recreation Dist
STREET: 1225 Barefoot Blvd
CITY: Barefoot Bay FL 32916
PHONE: 772-664-2043
FAX: 772-664-2043
SERIAL NUMBER

☐ WARRANTY
☐ CONTRACT
☐ SERVICE CONTRACT
☐ ADHOC
☐ RES
☐ COMM

5900.00

Install Goodman
5 ton Heat Pump 14 SEER
410A system, Hurricane Pad
new disconnect New Copper
Basic install Package
new pay HV wiring
new f stat

TECH 1: Jon [Signature]
TECH 2: [Signature]

TECHNICIAN SIGNATURE

DATE

TIME

CHARGE

TAX

TOTAL AMOUNT DUE

\$ 6095.00

DATE

TIME

CHARGE

TAX

TOTAL AMOUNT DUE

\$ 6095.00

CHECK LIST	QUANTITY	ITEM OR PART DESCRIPTION	PRICE	AMOUNT
COMPRESSOR				
CONDENSER COIL				
REFRIGERANT				
PAN AND MOTOR				
AIR FILTERS				
HEATING ASSY				
ELECTRICAL COMPTS				
TERMOSTAT				
TRAVEL TIME				
START				
END				
TOTAL				
CHARGE				

* PBAH removes & takes
all equip & copper
or 10 yr parts warranty
or 1 yr labor warranty

REPAIR PARTS LIST

WARRANTY

LABOR CHARGE

DISPOSAL

RECYCLE

RECLAIMED

RETURNED TO THIS SYSTEM

DISPOSAL

NON RECLAIMABLE

DISPOSAL

OWNER'S INITIALS

ACCEPTED

DECLINED

Board of Trustees Workshop Agenda Memo

Date: March 28, 2017

Title: **Adoption of Revised Rules for the BOT**

Section & Item: 9I

Department: Administration: District Clerk's Office

Fiscal Impact: N/A

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

Attachments: Proposed Revised Rules for the BOT and accompanying resolution

Reviewed by
General Counsel: Yes

Approved by:



Requested Action by BOT

Review revised Rules for the BOT and adopt attached resolution.

Background and Summary Information

The following proposed changes were agreed upon by a consensus of the BOT at the 16Mar17 BOT workshop. The specific language is presented in the attached draft Rules for the BOT using standard underline and strikethrough formatting.

- Article V Transaction of Business by the Board, Section 6 (removed word "liaison")
- Article V Transaction of Business by the Board, Section 8 (removed first nine words of first sentence)
- Article VI Duties and Responsibilities of Officers and Trustees, Section 1 (removed language about committees)
- Article IX Order of Business, Section 1 (removed "Committee/Liaison Report," deleted "Audience Comments on Agenda Items" and moved "Audience Participation" to the #7 place in the meeting order).
- Article X Amendments, Section 1 (added www.bbrd.org to places proposed amendments are posted and changed "the Secretary" with "staff").

Staff recommends the BOT approve the accompanying resolution adopting the revised Rules for the BOT.

- Added language to 3.0 General, General Rules #30 “The Board of Trustees hereby declares that all Recreation District Facilities, including, but not limited to, all District owned or managed buildings, pools, golf course areas, fields, courts, beach areas, piers, general recreation areas, and common areas of all kinds, are deemed to constitute “Parks” for enforcement of Sec. 74-101 through 74-105, Code of Ordinances of Brevard County, Florida and for enforcement of any applicable state statutes prohibiting sexual offenders and/or sexual predators from said locations.”
- Revised language under 3.2 Rules for Specific District Facilities: Beach (p. 3-13).
 - Reduced maximum camping stays from seven to three days.
 - Added prohibition of RV and Motorhome camping per results of Beach town hall meeting and BOT adoption of Beach site plan.
- Clarification and reordering of 3.4 Guidelines for Registering as a Club or Organization and Use of District Facilities, Use of District Facilities (p3-19) #5 regarding prioritization of use of facilities.
- Deletion of Use of District Facilities Where Fees Are Charged #1 (p. 3-21). This paragraph was inadvertently left in the Policy Manual when the BOT reversed the implementation of a facilities rental fee in 2016.

Staff recommends the BOT approve the accompanying resolution adopting the revised Policy Manual.

RULES FOR THE BOARD OF TRUSTEES BAREFOOT BAY RECREATION DISTRICT

ARTICLE I NAME AND ADDRESS OF ORGANIZATION

Section 1

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

Section 2

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

ARTICLE II PURPOSE OF THE RULES

Section 1

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

Section 2

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

ARTICLE III THE GOVERNING BODY

Section 1

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

Section 2

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

[Exhibit A](#)

Section 3

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

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

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

Section 4

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

ARTICLE IV
REGULAR AND SPECIAL MEETINGS

Section 1

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

Section 2

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

Section 3

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

[Exhibit A](#)

Section 4

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

Section 5

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

Section 6

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

1. No attendee shall be allowed the floor until recognized by the Chairperson.
2. No attendee may be allowed more than three (3) minutes on an Agenda Item or audience participation. Attendees may be allowed more than three minutes per Agenda item or audience participation per the discretion of the Chairman. The attendee must fill out a card informing the Chairperson on the Number of the Agenda Item they wish to speak about prior to the meeting.
3. No attendee shall be required to register his or her attendance. However, those desiring to be heard must state their name and place of residence.
4. No attendee may be allowed to enter into a debate with members of the Board.
5. All questions shall be directed to the Chairperson, answered by the Chairperson or the Chairperson may refer to other members of the Board.
6. Any attendee shall have the right to use a silent tape recorder, and to make an accurate record of what transpires. A reporter may use this means for the benefit of his readers or listeners.
7. Use of cameras will be allowed, so long as such use is not disruptive or the conduct of the meeting.

ARTICLE V
TRANSACTION OF BUSINESS BY THE BOARD

Section 1

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

Section 2

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

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Exhibit A

Section 7

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

Section 8

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

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

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

ARTICLE VI

DUTIES AND RESPONSIBILITIES OF OFFICERS AND TRUSTEES

Section 1

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

Trustees shall:

Exhibit A

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

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

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

Section 2

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

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

Section 3

Secretary.

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

Section 4

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

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

1. The Treasurer or designee shall review all payments and supporting documents for accuracy and sign the Recreation District checks for payment of invoices. In the absence of the Treasurer, the second signature required for all checks over \$5,000 may be any Trustee authorized with signing authority.
2. In the case of any emergency action, the Treasurer or designated person shall act with the Community Manager in the best financial interest of the Recreation District and bring the issue to the Board for approval at the next scheduled meeting.
3. The Treasurer shall initiate any actions approved by the Board for withdrawal and deposit of any funds from the SBA and Money Market accounts of the District.
4. The Treasurer shall prepare reports for the regular scheduled board meetings which accurately reflect the most recent balances of the accounts held by the District. The Treasurer shall prepare a monthly summary report after each close of business and review the bank statement monthly along with the list of deposits and disbursements reflected in that bank statement.

ARTICLE VII CONFLICT OF INTEREST

Section 1

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

ARTICLE VIII ADMINISTRATIVE DUTIES

Section 1

The Board of Trustees employs a Community Manager who is the chief appointed officer responsible for the daily operations and management of all BBRD personnel and functions. The Board of Trustees, as a group in public meetings, provides direction to the Community Manager

Exhibit A

regarding policy and operational activities. The Board of Trustees is responsible for the selection, evaluation and termination of the Community Manager and/or management company (in lieu of directly hiring a Community Manager). Individual Trustees may discuss any specific issue with the Community Manager in private, but shall not provide specific direction regarding District administrative operations of BBRD, including the operation of individual departments or and management of employees.

Section 2

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

Section 3 Organizational Chart

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

ARTICLE IX ORDER OF BUSINESS

Section 1

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

**ARTICLE X
AMENDMENTS**

Section 1

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

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

**ARTICLE XI
PRECEDENT OF LAW**

Section 1

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

Section 2

These Rules shall supersede any and all previous Rules adopted, including but not limited to, Part I of Resolution 2004-1, 2007-03, 2008-07, 2010-19, and 2014-01.

Section 3

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

DATED: _____

JOSEPH KLOSKY,
Chairperson

STEVE DIANA,

Secretary

RESOLUTION 2017-xx

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; PROVIDING FOR THE ADOPTION OF VARIOUS REVISIONS TO THE RULES OF THE BOARD OF TRUSTEES; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of Trustees has previously adopted Resolution 2016-21 revising the Rules for the Board of Trustees in relation to the duties and roles of trustees of Barefoot Bay; and

WHEREAS , the Barefoot Bay Recreation District Board of Trustees discussed suggested multiple revisions to Article V Transaction of the Business by the Board, Article VI Duties and Responsibilities of Officers and Trustees, Article IX Order of Business and Article X Amendments at a public meeting on March 16, 2017; and

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

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

Section 1: The Rules for the Board of Trustees for Barefoot Bay Recreation District is hereby amended in accordance with Exhibit “A” attached and specifically incorporated hereto this Resolution.

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

Section 3. Conflict with other Provisions.

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

Section 4. Effective Date.

The said Rules of the Board of Trustees appearing in Exhibit "A" of this Resolution shall take effect immediately upon adoption by the Board of Trustees. This Resolution shall become effective seven (7) days after adoption.

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

Chairman, Steve Diana	_____
Trustee Brian Lavier	_____
Trustee, Frank Cavaliere	_____
Trustee Ed Geier	_____
Trustee, Joseph Klosky	_____

The Chairman thereupon declared this resolution duly passed and adopted this 28th day of March, 2017.

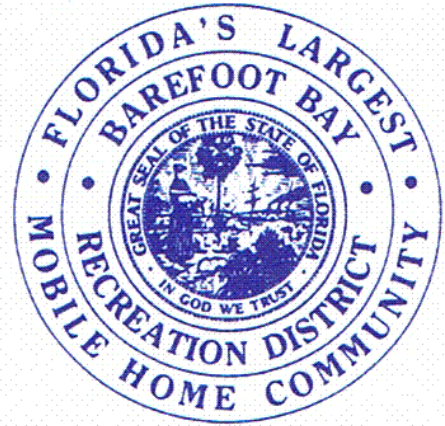
BAREFOOT BAY RECREATION DISTRICT

By: _____
STEVE DIANA, Chairman

Attest: _____
JOSEPH KLOSKY, Secretary

Board of Trustees Workshop Agenda Memo

Date: March 28, 2017
Title: **Adoption of Revised Policy Manual**
Section & Item: 9J
Department: Administration: District Clerk's Office
Fiscal Impact: N/A
Contact: Dawn Myers, District Clerk or John W. Coffey, Community Manager
Attachments: Revised Policy Manual and Accompanying Resolution
Reviewed by
General Counsel: Yes
Approved by:



Requested Action by BOT

Review revised Policy Manual and adopt attached resolution.

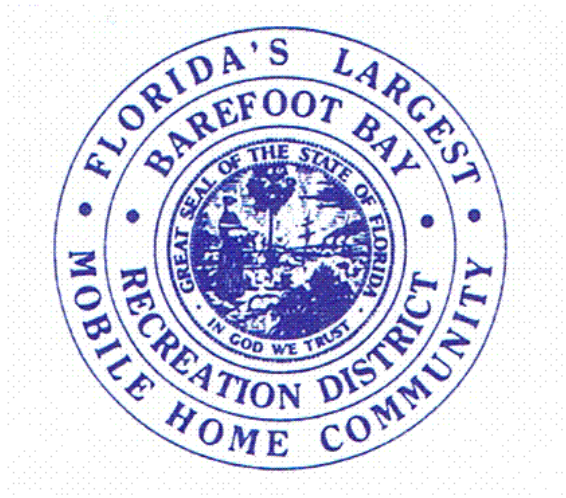
Background and Summary Information

The following proposed changes were agreed upon by a consensus of the BOT at the 16Mar17 BOT workshop. The specific language is presented in the attached draft Rules for the BOT using standard underline and strikethrough formatting.

- Deletion of item "F" under 1.1 Travel Policy (part 1-1) which currently provides for reimbursement per permit to committee members for ARCC inspections.
 - DOR Enforcement Officers are prepared to assume this function using the field based support system (Citizen Serve) to document the condition of the property at each inspection. Currently only the reimbursement form is provided by ARCC committee members to demonstrate permitted work was accomplished in accordance to the DOR (see appendices for current ARCC committee reimbursement form and sample pictures from Citizen Serve).
- Tweaks to language regarding 2.7 Fixed Assets (part 2-2) as requested by Finance Manager Cheng.
- Removal of reference to SBA Capital Improvement Account under 2.12 Bank Accounts, subsection Investment Policy (part 2-5).
 - Historically the use of this account was predicated on BBRD staff and Trustees using budget amendments and this separate account within the General Fund to track where budgeted monies for projects were located. The current practices of the Community Manager and Finance Manager (i.e. use of spreadsheets) makes the 5 budget amendments done through resolutions at a combined annual cost of \$374 redundant and not warranted.
- Added definition of BFBHOA under 3.0 General, Definitions (p. 3-1)
- Added language to 3.0 General, Identification Badges and Dress (p. 3-6) to permit the use of images of resident badges on cell/mobile phones in lieu of showing the physical badge under certain circumstances (as requested by Property Services).

Barefoot Bay Recreation District

Policy Manual



Includes Revisions Adopted by BOT on 10Jun16 and 09Sep16 and proposed changes from 07Feb17 BOT-HOA workshop in addition to suggestions from individual trustees.

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PURPOSE

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

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

The reasons for developing a Policy Manual include:

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

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

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

Part One. General Operating Policy

1.0 EMPLOYMENT AND TRAINING

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

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

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

1.1 TRAVEL POLICY

Barefoot Bay Recreation District does not recommend the use of personal vehicles for business purposes. Employees will not be reimbursed for mileage when they use their personal vehicle for Barefoot Bay Recreation District business. An exception is made when 1. an employee is required to attend a seminar, training or any overnight business travel, or 2. An employee is on an official assignment and a Barefoot Bay vehicle is not available³, subject to prior approval of district management. If necessary, during a declared emergency, district management may waive this policy. ⁴

Per diem and travel expenses of public officers, employees and authorized persons shall be reimbursed in accordance with Section 112.061, Florida Statutes. Training will be completed in state only. In the event there is a need for out of state training, the Board will approve the travel. ⁵These basic policies apply to all BBRD travel:

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

~~f. ARGC committee members are reimbursed for travel expenses at a rate of \$10.00 per house permit in lieu of mileage as provided above.~~

1.2 REPORTS REQUESTED BY THE BOARD OF TRUSTEES

The following reports shall be provided by the 15th of each month:

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

The following report shall be provided at each meeting:

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

1.3 JOB INSTRUCTION TRAINING MANUAL

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

Part Two. General Financial Policies

2.0 ACCOUNTS PAYABLE

All bills, packing slips, filled purchase orders and applicable paperwork must be turned into accounts payable on a daily basis, and all bills must be signed by the department manager or designee.⁷ Unsigned bills will be returned to the department and payment will be delayed.

Sales Tax

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

2.1 ACCOUNTS RECEIVABLE

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

2.2 ASSESSMENT FEE COLLECTION POLICY

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

When a resident goes 60 days past due, the District mails a demand letter that documents the delinquency and notifies the property owner of the District's intent to collect the debt. If there is no response to the demand letter, 10 days from the date of the letter, a lien is recorded on the property. The District sends a copy of the signed and notarized lien to the resident, both by certified mail and by regular mail and the District files the lien with the county. If there is still no response sixty (60) days after the date of recording or one year after the delinquent installment first became due (whichever is later), the overdue account will be sent to the District's attorney for collection.

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

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

2.3 CONVEYANCE OF PROPERTY

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

2.4 PAYROLL

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

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

2.5 RETIREMENT PLAN

A retirement plan is available for any full time employees who wish to participate. The District will match one for one up to 3% of employee's deduction of gross wages.⁸

2.6 INVENTORIES

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

A listing of all equipment for each department, with a purchase price greater than \$1,000 ⁹shall be maintained. Each item received is tagged with an all-weather tag.

2.7 FIXED ASSETS (tangible personal property)

A listing of all fixed assets with a value of \$2,000.00 or more will be maintained, updated, and completed for each year by September 30th. Each item received is tagged with an all-weather tag. ~~Both~~ As additions and deletions ~~to of the tangible asset list~~ require approval by Community Manager.

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

2.8 YEARLY BUDGET SCHEDULE AND LEVY OF ASSESSMENTS

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

Fiscal Year and Budget Process

"The fiscal year of the district shall commence on October 1 of each year and end on September 30 of the following year. The trustees shall, on or before April 1 of each year, prepare an annual financial statement of income and disbursements during the prior fiscal year. On or before July 1 of each year, the trustees shall prepare and adopt an itemized budget showing the amount of money necessary for the operation of the district for the next fiscal year and the special assessment to be assessed and collected upon improved residential parcels of the district for the next ensuing year. Each year such a financial

statement shall be published once during the month of April in a newspaper of general circulation within the county. A copy of the statement and a copy of the budget shall also be furnished to each owner of an improved residential parcel within 30 days after its preparation, and a copy of each shall be made available for public inspection at the principal office of the district at reasonable hours."

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

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

2.9 ESTABLISHING A NEW FUND

It is the policy of the Recreation District to establish a new fund based on the criteria identified by the State of Florida in the Uniform Accounting System Manual. The manual recommends that only a minimum number of funds consistent with the legal and operational requirements of the District should be established. Each new fund adds complexity and costs to the administration of the District's financial system. A fund is defined as an independent fiscal and accounting entity consisting of a self-balancing set of accounts segregated for the purpose of carrying on specific activities in accordance with defined regulations, restrictions and limitations. This policy should address the following areas when opening a new fund:

Charter Reference

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

Fund Identification and Interaction with Other Funds

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

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

2.10 Budget Amendments and Transfer ¹⁰

Budget Amendments

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

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

Budget Transfers

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

2.11 CHART OF ACCOUNTS – GENERAL LEDGER ACCOUNT STRUCTURE

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

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

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

Description	Purpose
General Fund	Legislative Expenses, includes G/L accounts for Special Reserve, Stormwater, Capital, and Shopping Center departments. Revenue received as federal, state, or local agency grant funds shall be maintained in a separate account within the General Fund.
Debt service fund	To record deposits and payments to long term debt

General Fixed Assets Fund	Used to record capital assets and accumulated depreciation
General Long Term Debt Fund	Current balances for Long Term Debt
Government Wide Fund	Reconciling/conversion entries to Government Wide Statements

2.12 BANK ACCOUNTS

The District maintains bank accounts necessary to provide for operations.

<u>Account</u>	<u>G/L Account #</u>
----------------	----------------------

General Fund	001-101000
--------------	------------

Purpose: receipts and expenditures for the General Fund.

Investment Policy

The District has an investment policy whereby the District can invest in various instruments and programs. The District currently participates in the State Board Association Pooled Investment Program (SBA) The interest earned on the SBA investments is recorded annually.¹¹ Funds moved out only by Board of Trustees resolution.

SBA Reserve Account¹²
(Purpose: to reserve money for emergency needs).

~~SBA Capital Improvement Account¹³~~
~~(Purpose: to reserve funds for capital expenditures).~~

SBA Debt Service Account¹⁴
(Purpose: to reserve funds for payment of long term debt).

2.13 PROCUREMENT POLICY

Ethical Standards and Their Application to Procurement

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

Payment of Sales Tax

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

Capital Budget Expenditures

The Board of Trustees and Community Manager must approve all Capital budget purchases. Capital budget purchases or outlays are for the acquisition of or addition to fixed assets. They generally add value to the land or building, have a useful life of more than one year, are of a non-consumable nature, and must exceed \$5,000.00¹⁵ in value.

Capital Budget expenditures are classified as:

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

General Purchasing Requirements

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

Department	Department Head or Designee
Administration	Community Manager or Designee

The Community Manager is authorized to approve budgeted expenditures of up to \$7,500.00 without Board authorization. All expenditures of \$7,500.00¹⁶ or more shall be authorized by the Board of Trustees and have two authorized signatures on ANY check.

Use of Purchase Orders-Competitive Pricing

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

1. For purchases of up to \$999.99¹⁷, a purchase order and competitive pricing is not required; however, obtaining quotations is recommended whenever practical.
2. For purchases of \$1,000.00 to \$19,999.99¹⁸ informal quotes are required from at least two sources. A "No Bid" does not constitute a quote. These quotations should be submitted in writing, and kept on file in the accounts payable office and the requesting department.

3. For purchases in the amount of \$20,000.00 to \$49,999.99¹⁹ written, signed bids are required from at least three sources. A "No Bid" does not constitute a bid. These bids should be kept on file in the accounts payable office and the requesting department.
4. For all purchases in the amount of \$50,000²⁰ or more, sealed bids are required and the Request for Proposal or Invitation to Bid Process must be followed (see Section 2.14).

If staff is unable to obtain more than one quote or bid after a reasonable time, the Community Manager may authorize the procurement based on the Department Manager's recommendation and use of Exception to Competition, #8 "Under other documented and justified circumstances approved by the Community Manager." When this exception to competition (a second quote cannot be found in a reasonable time)²¹ is used, the Community Manager shall notify the Board of Trustees at the next regularly scheduled Board meeting and notate the date, vendor and price on an "Exception to Competition log" as maintained by the District Clerk.²²

Blanket Purchase Orders

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

Exceptions to the use of Purchase Orders

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

- Utilities
- Travel and Training (reimbursements are handled through A/P)
- Insurance Premiums
- Debt Service Costs
- Certain refunds and reimbursements
- Inventory purchases for retail sale²³

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

Exceptions to Competition

The competitive procurement process may be waived:

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

Emergency Purchases

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

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

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

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

Purchases from State Contract²⁸

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

Emergency Payment

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

Purchase of Services From a Goods and Sole Source Provider

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

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

1. The stated vendor is the only producer of the product or service, and no commercial substitute is available.
2. The information or data is proprietary.
3. The maintenance or repair requires specialized equipment or expertise, which is available only from the original vendor, or vendor representative.
4. If the District currently has a continuing service contract with the vendor.³¹

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

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

Awards Quotes/Bids under \$50,000³²

Award recommendations exceeding \$7,500.00³³ will be submitted by the Community Manager for approval by the Board of Trustees, unless previously exempted or approved.

Suppliers shall be selected based on total cost, which considers delivery, freight costs, prices, quality, life cycles costs, warranty, services, terms and conditions. Awards to other than the low bidder, shall be

documented to show the rationale for rejection (i.e. does not meet specifications, delivery and past performance problems).

Tie Bids

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

Waiver of Irregularities

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

Signatures on Contracts

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

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

Change Orders or Amendments

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

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

1. All change orders resulting in a cumulative net decrease to the initial cost of the contract to Barefoot Bay Recreation District.
2. All change orders increasing the initial contract cost by under 10%, provided sufficient documentation is provided.
3. All change orders or amendments involving procedural or other matters that will not result in any change to the contract's cost.

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

Purchase of Computer, Related Equipment and Supplies

Purchase of any IT related product or service will be coordinated through the IT services contract manager for vendor analysis and approval.³⁴

Receiving and Approving Goods and Services

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

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

Services Performed on BBRD Property

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

1. Be properly licensed under existing Federal, State and local laws.
2. Provide a Certificate of Insurance to assure BBRD's insurance provider will not be responsible for any losses in any way arising out of or resulting from the contractor's operations, activities, or services provided to BBRD. Further, contractors must agree to hold harmless and indemnify BBRD for any claims whatsoever, which may arise as a result of the contractor's actions. The amounts and types of insurance required will be specifically detailed in the bidding, purchase, and/or contract documents for each specific project. However, the amounts and types of insurance required shall be no less than those as provided for herein unless otherwise waived or approved by the Board of Trustees:

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

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

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

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

Automobile Liability Insurance:

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

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

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

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

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

Hiring or Use of Employment Service Workers-Temporary Employees

The contract for services or use of an Employment Agency for temporary employees shall have the approval of the Community Manager up to a \$7,500.00 (or existing budgetary restraints). Any contract greater than \$7,500.00 will be brought to the Board of Trustees for approval.³⁵

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)³⁶

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.³⁷

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.³⁸

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.

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

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

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

NOTE: Weighted Score shall be rounded to nearest whole number price 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.³⁹

Vendor Complaints & Disputes (Protests)

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

1. *Posting of Bid/RFP Award Notices*

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

2. *Posting of Formal Sealed Proposals*

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

3. *Proceedings for Protest of Award*

Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Community Manager within five (5) business days of the posted award recommendation.

The formal written protest shall reference the bid/quote/proposal number and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought. The Community Manager shall schedule the protest to be heard before the Board of Trustees prior to the Board's consideration of the intended award. The intended award vendor shall be given notice and an opportunity to be heard during the protest hearing.

The Board of Trustees shall have the sole discretion to reverse any intended award on the basis of a protest; to require re-evaluation by the selection committee, or to take any other action as determined by the Board to be appropriate and responsive to the protest.

4. *Stay of Procurement During Protests*

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

PART THREE. GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

3.0 GENERAL

Definitions:

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

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

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

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

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

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

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

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

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

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

"Grandchild pass" shall mean a pass purchased by a social member to be used for their grandchildren (under 18 years of age) while they are visiting their grandparent.⁴⁰

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

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

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

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

"Members" shall refer to those who are granted membership Under Section 3.1 and in good standing.⁴¹

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

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

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

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

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

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

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

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

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

"Temporary Lounge/Business Pass" shall mean a pass obtained by a vendor or realtor that has a stated business purpose at the lounge.⁴² Temporary Lounge/Business Passes will not be issued up to two hours before or during any music event.^{43 44}
⁴⁵

Objective

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

Management

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

General Rules

1. The District's facilities are available to members and open to the public and guests paying the appropriate fees and meeting membership requirements.
2. Guests may use District upon payment of appropriate fees.
3. Fees paid to the District are to be used at the discretion of the "Board."

GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

4. The use of District facilities, including the golf course, may be limited or restricted by the board or by District management as necessary to allow all eligible persons to have reasonable use of District facilities without overcrowding.
5. District management reserves the right to refuse use of the District facilities to any person or group for violations of these rules.
6. Any member delinquent in payment of fees shall be denied use of facilities.
7. District management reserves the right to ask the member to have their guest present at the time of obtaining a guest pass(es).
8. Residency in the District does not confer upon any member the unlimited right to use the District facilities.
9. Fees, assessments, and service charges shall be set by the Board.
10. Office hours of the Community Center complex or other designated facility for the payment of membership fees will be as posted.
11. Property owners shall be responsible for any debt incurred by the Property owner, their family, guests, or tenants.
12. The Property owner is responsible for the conduct and appearance of his/her guest(s) while using the District facilities.
13. Appropriate dress is required in all facilities.
14. Smoking, use of any tobacco product and/or use of e-cigarettes (i.e. nicotine vapor devices) are not permitted in any District facilities and may only be permitted in designated outdoor areas.⁴⁶
15. All physical injuries sustained on Barefoot Bay Recreation District Property must be reported to BBRD Staff as soon as possible by the injured party or a representative.⁴⁷
16. Golf membership shall be renewed annually.
17. The Community Manager may suspend, cancel, or revoke any resident or property's social membership, family membership, golf membership, or guest pass based on a violation of these rules. The affected resident whose membership was suspended, canceled, or revoked may appeal the suspension, cancellation or revocation by requesting a hearing before a Special Magistrate. The Board of Trustees shall appoint a Special Magistrate to hear and decide cases involving such violations. If an appeal is requested, violation cases shall be processed as follows:⁴⁸
 - A. District Management shall provide the owner, resident, and/or guest with written notification of the alleged rules violation and penalty. The alleged violator would accept the penalty or request a hearing before the Special Magistrate. If a hearing is requested, a written notice of hearing shall be provided at least ten (10) days in advance of any hearing. After a hearing is requested suspension, cancellation or revocation may be stayed by the Community Manager until the Special Magistrate hearing.⁴⁹
 - B. BBRD staff shall present evidence of the alleged rules violation to the Special Magistrate at a quasi-judicial hearing held to determine whether such violation occurred, and if so, the appropriate penalty to be imposed. The hearing shall not be governed by the formal rules of evidence; however, due process shall be provided to the owner, resident, and/or guest. The owner, resident, and/or guest shall have the right to cross examine witnesses and to present relevant evidence which is responsive to the alleged rule violations.
 - C. The Special Magistrate shall determine whether BBRD staff has established, by a preponderance of the evidence that a rules violation has occurred. If a rules violation is found to have occurred, the Special Magistrate shall impose a penalty of suspension, cancellation, or revocation of the violator's social membership, family membership, golf membership, or guest pass. The violator shall be notified in writing of the Special Magistrate's ruling within ten (10) days of the hearing. In

GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

levying any penalty imposed pursuant to this Section, the Special Magistrate is not obligated to impose the penalty imposed⁵⁰ by District Management.

- D. The decision of the Special Magistrate shall constitute final quasi-judicial action of BBRD. Any aggrieved party may appeal the ruling of the Special Magistrate to a court of competent jurisdiction in Brevard County, Florida.
 - E. If a hearing is requested and the violator is found to have committed the violation as alleged, the violator shall be responsible for the District's cost in bringing the matter to hearing.⁵¹
18. Pets are not allowed in District Recreational facilities, except for service animals.
19. Special rules applicable to individual buildings will be conspicuously posted and observed by members and guests.
20. Beverage laws and license regulations forbid the bringing in alcoholic beverages of any type for consumption on or in District facilities. Therefore, alcoholic beverages of any type consumed on the premises must be obtained from District facilities.
21. The following behaviors may result in the suspension, cancellation or revocation of a person's social membership, family membership, golf membership and/or guest pass:
- A. Violation of District Policies or Rules applicable to District Facilities.
 - B. Violation of any local, state, or federal law while using District Facilities.
 - C. Fighting and verbal assault.
 - D. Discourteous, threatening, or rude behavior to BBRD employees, residents or patrons of District Facilities.
 - E. Loud and raucous behavior which decreases the enjoyment of other patrons of District Facilities.
 - F. Unintentional or deliberate misuse of the BBRD Facility or property which results in, or has the potential to result in, damage to the Facility or property, or in any way compromises the safety of any Barefoot Bay Recreation District Facility patron or BBRD staff member.
 - G. Misrepresentation of facts which may result in the District's Policies or fee structure improperly administered or collected.⁵²
22. A guest fee shall be charged in accordance with the fee schedule to any non-resident for use of District facilities. This fee shall not be charged to any non-resident using District facilities under the following circumstances:⁵³
- A. When the facility is rented by a non-resident who has paid the appropriate fee per page 3-19.
 - B. When the event is held by a registered club, organization or the District where the public is invited to attend
 - C. When a registered club, organization or the District is hosting an active recreational event at a District amenity.
 - D. When a non-resident is attending an active recreational event as a spectator at a District amenity
23. Children under age 12, must be accompanied by an adult when using District facilities. Groups of children who are using the facilities with guest passes must have one responsible adult for every five children.⁵⁴
24. Commercial solicitation is prohibited while on District properties. The gathering of signatures for petitioning of elected officials is prohibited within buildings or upon District facilities. Bonafide nonprofit or 501(c) fundraising efforts shall be permitted.
25. Any organization or individual desiring to plant trees, shrubbery, flowers, or other vegetation on District property must have prior approval of District management. A landscaping and maintenance plan shall be submitted for review and approval prior to any planting activity. Any vegetation planted on District property shall become the property of the District. No removal of vegetation is permitted without District approval.

GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

26. Decorations⁵⁵

- A. No items or decorations of any type, which may be viewed as offensive to any patrons, may be affixed, installed or added to any facility by individuals, residents, clubs, or organizations.
- B. No items or decorations may be applied or attached to any public area facility without the expressed permission of management. This permission must be in writing and cover the type, style, material, custodial and maintenance requirements as well as the contact person in charge of the decorations.
- C. The use of candles, confetti, birdseed, rice or other non-environmentally friendly products will not be used except as authorized by the Community Manager. Requests for said exceptions shall be made in writing, reviewed by the Property Services Manager and approved or denied by the Community Manager no less than 3 business days before an event.⁵⁶
- D. All items must be promptly removed from the area at the end of the event (party, meeting, show or other)
- E. Failure to adhere to this policy could result in revocation of use of the facilities for the persons involved.

27. If any property has been determined to be in violation of the Amended and Restated Deed of Restrictions for Barefoot Bay by the BBRD Violations Committee, then all social, family, and golf memberships affiliated with property determined to be in violation shall be automatically suspended upon rendition of a Findings of Fact, Conclusions of Law, and Order by the BBRD Violation Committee. No party, whether they be owner, renter, or guest affiliated with the property in violation may use any District Facility until an Order of Compliance is issued by the Violation Committee. This provision shall operate to suspend all referenced memberships regardless of whether the owner owns multiple properties or other properties not determined to be in violation. Should an owner appeal a finding of the Violation Committee to the BBRD Board of Trustees (or circuit court), the automatic suspension of privileges shall be tolled during the pendency of such appeal.⁵⁷

28. Where any vehicle located on any residential lot has been posted with three (3) administrative notices of violation of Article III, Section 3 (D) of the Amended and Restated Deed of Restrictions for Barefoot Bay related to prohibited parking on the lawn, grass, or landscaped area of said lot, within any thirty (30) day period, all social, family, and golf memberships affiliated with the lot shall be automatically suspended for thirty (30) days. For any subsequent posted violation of Article III, Section 3 (D) of the Amended and Restated Deed of Restrictions for Barefoot Bay occurring of the same lot, subsequent to the issuance of the initial thirty (30) day suspension, and within one (1) year from the date of the initial posted notice, all social, family, and golf memberships affiliated with the lot shall be automatically suspended for six (6) months. For any subsequent posted violations of Article III, Section 3 (D) of the Amended and Restated Deed of Restrictions for Barefoot Bay occurring on the same lot at any time subsequent to the issuance of any six (6) month suspension, all social, family, and golf memberships affiliated with the lot shall be automatically suspended for one (1) year for each subsequent posted violation. An owner may appeal any notice of suspension issued pursuant to the provisions of Paragraph 17 herein.⁵⁸

29. Non-employees (including but not limited to trustees, advisory committee members, residents and/or guests) shall not enter an employee work area (i.e. behind a bar, kitchen, work shop, private office, etc.) without being accompanied by the Community Manager, Department Manager or designee.⁵⁹

30. The Board of Trustees hereby declares that all Recreation District Facilities, including, but not limited to, all District owned or managed buildings, pools, golf course areas, fields, courts, beach areas, piers, general recreation areas, and common areas of all kinds, are deemed to constitute "Parks" for enforcement of Sec. 74 - 101 through 74 - 105, Code of Ordinances of Brevard County, Florida and for enforcement of any applicable state statutes prohibiting sexual offenders and/or sexual predators from said locations."

Identification Badges and Dress

1. Identification badges are issued to identify members, their dependents, guests and renters. The issuance of badges will be controlled by District management. Badges are required for all.
2. Unless waived by District Policy or Management, members and guests are required to wear, or have in their possession, an appropriate District identification badge when using District facilities. The identification badge must be produced upon request by Barefoot Bay staff. If not presented, resident/member/guest must leave the facilities.⁶⁰
 - a. If a resident with an expired social membership badge wishes to enter a facility when business offices are closed, the resident may purchase a daily guest pass to enter the facility when business offices are closed. Said residents must update their badges the next business day at which point they may apply for reimbursement of the guest pass paid.⁶¹
 - b. Pictures of badges on cell/mobile phones will be accepted under the following conditions:
 - i. Screen must be large enough for all detail of the badge to be seen at one time.
 - ii. Image must be a color picture of the full badge with resident's face visible.
 - i. Black and white images will not be accepted.
 - ii. Daily guest passes, weekly guest passes and short term renter badges will not be accepted on a cell phone.
 - iii. The image must contain all of the information on one side of the badge. If the resident has a badge with the account number on the back side, they must either bring their physical badge, or get their badge updated in the Resident Relations Office so that all the information is visible on one side of the badge.
 - c. The image of the badge must be clear. BBRD staff, including but not limited to pool hosts, must be able to read the account number, see the resident's picture, and (if the resident is purchasing a guest pass) the resident's name.
3. Shoes and shirts shall be required when using District facilities, except for the swimming pool areas.
4. Unidentified persons using District facilities should be reported to the District Management.
5. Property owner(s), guest(s) or rental tenant(s) shall not make, or have made duplicate keys to gain access to fishing pier, beach property or RV storage compounds, or allow unauthorized persons access to such keys. Keys shall be returned to the Community Center office when no longer needed. Violators will be subject to prosecution for trespassing and/or revocation of social membership privileges.
6. Any violators may be subject to prosecution for trespassing and/or revocation of membership privileges.

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3.1 MEMBERSHIP

Types of Membership

Social memberships:

1. Social membership entitles the member to the use of the District facilities. Social membership fees for property owners are a one-time fee except as further defined herein. Social membership fees for guests and renters/tenants are annual fees as defined herein. Golf privileges may be extended upon registration at the Pro shop and payment of current green fees.

GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

2. Social membership is available to:
 - a. Property owners, resident spouses or domestic partners, and unmarried children as an incident of such ownership.
 - b. Non-property owners renting in the subdivision as tenants or guests as an incident of residence.
 - c. Other guests upon payment of appropriate fees.
3. Social Membership fees shall be due and payable upon application for social membership in accordance with adopted fee schedules.

Family Social Membership:

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

*Golf Membership:*⁶²

- A. Golf membership entitles the member to the use of the golf course and attendant facilities in consideration of annual membership dues as provided in these rules. Application for membership by eligible persons is made to the Golf Operations Manager.
- B. Golf membership is available to:
 - a. Property owner(s) and unmarried children of property owner(s) under 18 years of age and residing at a property owner(s) home under the Family Social Membership or full-time students at any institution of higher education and not over 23 years of age.
 - b. Unmarried children over 18 years of age and other adults residing in a property owner(s) home must obtain a membership in their own name.
 - c. Renters/Tenants with a lease agreement and residing in the subdivision may be granted a golf membership upon application to the Golf Operations Manager.
 - d. Associate Golf Membership is:
 - i. Open to persons outside of Barefoot Bay.
 - ii. Annual Single & Family Golf Memberships available.

GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

- iii. Associate Golf Memberships entitles the member the use of the golf course and 19th Hole.
- iv. Annual Associate Golf Membership dues include a one-time Initiation Fee and appropriate User Fees.
- v. Application for membership by eligible persons is made to the Golf Operations Manager.

Priorities with respect to golf membership.

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

Changes of Golfing Membership

A member may terminate his or her golf membership, or Trail fees only for medical reasons, or death. Documentation from his or her doctor either limiting or prohibiting the member's ability to play shall be required. This request must be in writing to the Golf Operations Manager, and must be approved by the Community Manager prior to any return of any funds for unused fees. Both membership and trail fees will be returned on a pro-rata basis for the first six (6) months of the fiscal year. After March 31 of any fiscal year, there will be no return of any unused portion of fees.⁶³

Applications for Social and Family Social Membership:

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

Fees and Dues

1. **Social and Family Social Membership**
 - A. A membership fee shall be paid for Social and Family Social membership.
 - B. A property owner shall pay the fee only once for each home site of which they are owner of record. This fee is non-transferable between parties.
 - C. Non-property owner, such as tenants or guests shall pay the fee upon becoming a member.
 - D. The tenants or guests who concurrently pays the fee and enters into a home purchase contract may have his/hers unused monthly or initial annual⁶⁴ rental social membership ~~or guest fee~~ amount applied toward the property owner membership fee due at the time of closing provided that closing occurs within 12 months of initial membership.
2. **Golf Membership**
 - A. Fees for the golf membership are as specified in these rules and subject to change by the Board of Trustees.
 - B. Golf membership fees are for one fiscal (October 1 thru September 30) year; six-month memberships are available for the time period between October 1st thru March 31st of any fiscal year.
 - C. A member accepting a golf membership after October 1 shall pay a pro-rated share of the annual fee. Dues shall be on an annual basis only.
 - D. Membership dues or the first of three (3) installments are due on or before October 1st of each fiscal year. (Second and third payments are due November 1st and December 1st). If the installment method of payment is utilized, there will be a \$10.00⁶⁵ processing fee per payment for each additional payment.⁶⁶
 - E. Membership fees are categorized as "family" or "single" as follows:
 - a) Family - joint property owners owning a home as defined in definitions.

GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

- b) Single - one property owner with non-playing spouse, unmarried children over 18 years, or other adults in residence.
- c) Family and single memberships are also available to eligible renter/tenants.
- d) Annual Associate Family and Single Memberships are available.

No six month memberships available.
All other Associate Golf Membership policies apply.
Refer to 3.1 Membership, Section 3 Golf Membership Item 2-d

Property Damage

1. *Personal Property*

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

2. *District Property*

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

3.2 RULES FOR SPECIFIC DISTRICT FACILITIES

General

- 1. The rules in this section pertain to the buildings, Recreation facilities and common grounds available for use by members and registered Clubs or Social Clubs. More specific rules for each separate facility are posted in the building or areas designated and must be observed.
- 2. Only registered Clubs or Social Clubs and members may use District facilities in accordance with the rules herein. Use of facilities will be governed by BBRD management.⁶⁷ Use of District facilities by non-members shall be required to pay appropriate rental fees according to adopted fee schedules.
- 3. Keys or combinations to locks shall be provided to all sheds, rooms, cabinets, offices and storage facilities used by clubs or groups and which are owned or placed on BBRD property. These shall be clearly marked and provided to the BBRD District Clerk.⁶⁸
- 4. Any club, organization or individual desiring to construct or install any building, sun cover, bench or other type of structure on District property must have prior approval of District management. A complete plan including materials and design, along with maintenance, repair and insurance requirements must be included. All local, county, state and federal regulations pertaining to excavation and building must be met prior to construction or installation of any structure. Any structure constructed, placed or installed on District property becomes the property of the District. No removal of any such structure is permitted without District approval.⁶⁹

Use of Buildings or Amenities

1. Normal hours for use of buildings are posted. Exceptions may be granted by pre-arrangement with the District Management offices.
2. Persons or official BBRD organizations desiring to use Barefoot Bay facilities shall make such reservations in advance with the appropriate District office in charge of calendar coordination in writing. Persons or organizations may reserve Building A, Building D&E or other facilities for exclusive or non-exclusive use. Denial of requests for exclusive use of amenities shall be provided to the requestor within 3 business days in writing, citing reasons for denial. Persons or official BBRD organizations may appeal staff's denial of a request for exclusive use of an amenity to the Board of Trustees at the next regularly scheduled meeting. These facilities are for the principal use of residents, who have priority over any outside-sponsored activities.⁷⁰
3. Changes to reservations shall be made in writing to appropriate District office in charge of calendar coordination.⁷¹ When two parties or organizations are involved in a change, both parties to the change will sign the written request. Calendar dates unconditionally released will be reassigned on a first request basis. Calendar schedules of events will be published monthly and posted on the official website.
4. Individuals or organizations authorized for exclusive use of any facility ⁷²are responsible for the premises during their occupancy. Such sponsors will prevent damage or destruction and provide cleanup, including the kitchen and serving area, following the event.
5. Abuse of the facilities shall be reported to the District Management offices.
6. Persons or organizations responsible for damage or destruction to the building, furnishings or equipment shall be held pecuniary liable. Payment will be required for cleanup necessitated by the failure to leave the building, furnishings, or equipment in the same condition as when they were delivered for use of said person(s) or organization.
7. Use of portable items of equipment shall be arranged for in advance by contact with the District Management offices.
8. Desired setup plans shall be submitted to the District Management office at least two (2) weeks in advance of the scheduled usage date.
9. All setups must meet fire code requirements. No alterations to the setup are allowed by any person, club or organization.

Game/Meeting Rooms

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

GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

3. The pool room may be entered on request made to District management officials, or pool host on duty. No person under the age 18 shall be allowed in pool room unless supervised by parent, grandparent, legal guardian or responsible property owner.
4. Vandalism to the premises or inappropriate conduct by individuals should be immediately reported to the District Management offices or pool host.
5. Normal hours for use are maintained by the Calendar Coordinator in Resident Relations. ⁷³ Exceptions may be granted by pre-arrangement with District Management offices.

Swimming Pools

1. The District's "Rules for Swimming Pool Use", as posted at each pool, must be adhered to by members and guests in the pools, pool-side areas, and dressing/rest room facilities. The posted pool rule signs will be updated to reflect the amended policies as soon as possible.
2. District management reserves the right to refuse use of the swimming pool to any person or group for a violation of any of these rules.
3. Proper ID, as required by the District, must be presented in order to gain access to the pool areas.
4. The Pool Host has the authority to check bags or coolers for prohibited items before access is granted into the pool area.⁷⁴
5. There is no life guard on duty at any of the District's pools; swim at your own risk.
6. Normal hours for use are as posted.
7. Children under 12 years of age must be accompanied by a parent, guardian or family member over 18 years old ⁷⁵while in the swimming pool area.
8. Children under 6 years of age are not permitted in the pool without immediate and constant supervision of parent, guardian or family member over 18 years old.
9. Guests that have physical issues that decrease their personal safety (i.e. elderly, physically or mentally disabled, etc.) in the pool, are not permitted in the pool without immediate and constant supervision of a guardian or care taker.⁷⁶
10. It is a violation of Florida law to bring into pool areas or otherwise use glass bottles, containers, or other glass products.
11. The State of Florida law prohibits bringing in and consuming alcoholic beverages on premises unless purchased from the District.⁷⁷
12. Containers carrying alcohol ⁷⁸may not be brought into the pool area.⁷⁹
13. No food or drink is permitted in or near the swimming pool or within 4 feet of the swimming pool.
14. Members and guests are required to use the rest rooms located in the dressing room in pool area.
15. Lifesaving equipment shall be used only for the purpose intended.
16. Infants, and those individuals with incontinence issues, shall wear 'swim diapers' or other appropriate apparel which prevents the release of bodily waste while using swimming pools.⁸⁰
17. No swimmer with open sores that are likely to degrade water quality, infection, or contagious disease may use District swimming pools.⁸¹
18. Members and guests are required to shower before entering the swimming pool. Showers are for pool users only.
19. Diving, running, jumping, rough play, or profanity are not allowed in or around the pool.
20. No animals are allowed in the pool area, with the exception of service animals.
21. Appropriate cover-up and shoes must be worn when entering any of the facilities.

GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

22. Members and guests should exercise respectful and proper conduct around the pools and report all improper behavior to the District Management offices or pool host.
23. Swimsuits or authorized swim wear are the only authorized apparel for use in the pools. Colorfast shirts are permitted if in good condition. Anyone entering a pool with clothing that bleeds and requires the pool to be closed will be billed the cost to treat the pool.⁸²
24. In the event of thunder or other threatening weather, residents must leave the pool when instructed by the Pool Host and remain out of pool until instructed by the Pool Host that it is safe to re-enter the pool (for at least 30 minutes from the last thunder observed).⁸³

Shuffle Board-Bocce- Lawn bowling – Horseshoes and Basketball

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

Lounge

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

Tennis Courts⁸⁴

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

Softball Field Rules and Regulations

1. Softball Field is reserved through the Calendar Coordinator.
2. Visiting teams are permitted as guests of any properly constituted Barefoot Bay League. The Sponsors of the visiting teams shall be responsible for the actions of their guests.
3. Casual use of the field is permitted outside of any pre-reserved time.
4. Vandalism to the premises or inappropriate conduct by individuals should be immediately reported to the District Management offices. Persons or organizations responsible for damage or destruction shall be held peculiarly liable.
5. Any disputes concerning use of the facilities, may be appealed to the Community Manager, and his/her judgment shall be final.

Golf

1. The Golf Operation Manager or his/her designee is in charge of the golf course, Pro Shop and the facilities at the course.
2. All players shall register in the Pro shop before play.

GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

3. Play may be limited by Golf Operation Manager or his/her designee for specific reasons, i.e. tournaments, maintenance, weather, etc.
4. Property owners, members having golf membership and their guests shall have priority for available tee time.
5. Green fees are on a daily basis. Rain check policies are posted in the Pro shop.
6. Each player must have a set of clubs and putter including a golf bag.
7. All play must begin at either the 1st. or 10th tee as scheduled by the Pro Shop.
8. Power golf carts are not to be used for more than two (2) riders and two (2) golf bags.
9. Children under 16 years of age are not permitted to operate power golf carts.
10. Players must be properly attired. Shirts and shoes are mandatory.
11. Wading in lakes is prohibited.
12. Players shall play in foursomes, particularly on Saturday, Sunday and holidays. "Five some" must have permission from Golf Operations manager or his/her designated employee in his/her absence.
13. Power golf carts shall not be driven on high slopes of greens, sand traps or tees.
14. ADA validated individuals may park in designated areas (identified by blue stakes). These areas may be moved or closed due to inclement weather or any unsafe condition as defined by the Golf Operations Manager or his/her designee and/or the Golf Course Superintendent.⁸⁵
15. Faster players must be permitted to "play through."
16. Hawking for golf balls in lakes and canals is strictly forbidden.
17. All play will be on a reserved tee time basis.
18. No fishing permitted in lakes on the golf course.
19. The club will not allow private golf carts or replacements when the total number of private carts equals 170. The Board shall be responsible for establishing user fees for private carts and such fees are subject to change at any time at the discretion of the Board.
20. The Board reserves the right to terminate the use of private golf carts at any time.
21. All golf guests must be registered by the golf member, fees paid, receipts presented to starter, and if requested by the starter, member's current year's membership card must be presented.

Beach⁸⁶

1. The park and beach are for the use of residents and their guests. Guests must have an appropriate guest pass, secured in advance and displayed on their vehicle.
2. The gate should be locked except when entering and exiting the park.
3. While the park is open 24 hours per day, quiet is maintained from 10:00 PM to 6:00 AM.
4. Fires are permitted in the grills only.
5. Brevard County Ordinance does not permit dogs on the beach.
6. Any pets on any Barefoot Bay property must be on leashes and owners must clean up after pets.
7. Campers assume all risks for camping at the park.
8. The following rules apply to overnight camping:
 - a. Maximum camping stays are ~~seven~~ three days.
 - b. Camp sites will be assigned at Resident Relations
 - c. A permit must be obtained at Resident Relations office which must be displayed on vehicles.⁸⁷
 - d. Guests must be accompanied by the resident who obtains the guest pass.
 - e. Persons under the age of 18 must be accompanied by an adult when camping.
 - ~~e-f.~~ RV and motorhome camping is strictly prohibited.
9. Fireworks, loud noise, and outside music are not permitted.
10. A key is required to gain access to these facilities and is available from Resident Relations.
11. Members and guests using these facilities are required to observe posted rules.

GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

12. The cutting of bait shall be at authorized stations only. The cleaning of fish is prohibited in District facilities.

Fishing Pier

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

Canoe/Kayak Storage at Fishing Pier

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

RV Lots

1. Use of the RV Storage Lots is primarily for Barefoot Bay Residents. Non-residents may lease the facility during the months of May through September. RV owners utilizing the RV Storage lots must enter into a storage lease agreement.⁸⁸
2. Storage lease agreements shall be on a month-to-month basis.
3. No stand-alone structures or loose articles will be allowed in any space.
4. Owners shall be solely responsible for all loss or damage to owners stored property.
5. Owner shall keep all stored property properly licensed, registered, road-worthy, and/or operational for the property's intended use at all times.
6. Assignment or subletting of spaces is prohibited.
7. Owners must assure that all vehicles are chocked.
8. Only one (1) unit or trailer per space will be allowed.
9. No gate access card⁸⁹ shall be passed on to anyone else.
10. All gate access cards must be returned upon relinquishment of leased space.
11. Upon termination of the Lease, owner shall surrender the leased space to the District in the same condition as it was originally leased to the owner.
12. All lease payments are due on the first day of the current month and may be made up to twelve (12) months in advance. Payment of lease payments in advance shall not prevent Lessor from terminating the lease as provided herein. In the event of such default or upon termination by Lessor,

GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

Lessee shall only be entitled to the return of any advance payments made by Lessee, prorated accordingly.

13. Nonpayment of lease payments will result in disabling of access cards. A reactivation fee shall be charged as per the BBRD fee schedule.⁹⁰
14. Owner must give written notice of intent to terminate no later than 5 business⁹¹ days prior to the end of any month; otherwise owner shall be responsible for payment of full rent for the following month.⁹²
15. Failure to comply with the above rules and regulations will result in termination of this Lease Agreement. Any non-compliant Lessee will be held responsible for costs incurred for removal of stored property from storage facility. Costs of removal will be determined by staff. The monthly fee will continue to accrue until the issue of non-compliance is settled.
16. A replacement fee will be charged if the access card is not returned upon termination of lease or if the card is lost.⁹³

Temporary Parking

A temporary parking lot is available on Falcon Drive for the parking of Boat/Trailers and Truck/RV's.

A permit must be obtained from Resident Relations prior to parking. Appropriate fees apply based on the fee schedule.

No commercial vehicles over 10,000 pounds will be allowed to park in the Falcon Drive lot.

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

3.3 FEE SCHEDULE

Residents⁹⁴

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

Property owner (one-time fee) \$495.00 + tax for 2 people.

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

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

GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

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

Additional resident/property owner (over 2) must pay the resident fee.⁹⁵ \$125.00 + tax

Note: In the event more than 2 people are listed on a deed, additional (over 2) property owners must pay resident fee - \$125.00 + tax.⁹⁶

Administrative Fee
Any changes to 2nd on membership will require a change fee.⁹⁷ \$25.00 + tax

Dependents \$25.00 + tax
All dependents are required to register to use District facilities.

Fees Applicable to Renters/Tenants

Seasonal Renter \$20.00 per person per month & tax

Long term renter**
Per Adult⁹⁸ \$100.00 + tax

Per Dependent⁹⁹ \$25.00 + tax

Annual Renewal

Per Adult¹⁰⁰ \$25.00 + tax

Per Dependent \$10.00 + tax¹⁰¹

**A dated copy of the current lease agreement showing address of home and duration of the lease shall be provided on an annual basis or on renewal of rental badges.¹⁰²

Badges

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

All replacement picture badges \$5.00

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

Barefoot Bay Recreation District
Policy Manual
GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

Part 3 - 18

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

1. One Day Guest Pass
 - a. Regular (purchased at Resident Relations or any of the pools) \$3.00 per person¹⁰³
 - b. Street dance or other special events (purchased at Pool#1) \$5.00 per person
2. Two to Seven Day (week) Guest Pass¹⁰⁴
 - a) Purchased at Pools \$7.00 per person
 - b) Purchased at Resident Relations Office \$5.00 per person

The cost of a one-day guest pass (except when purchased at a special event at Pool #1) will be credited from the cost of a week guest pass when purchased on the first business day following the weekend purchase at a pool.¹⁰⁵
3. Grandchild Pass (with picture)
 - a. Quarterly \$10.00 per child
 - b. Annually \$25.00 per child
4. Non-Residents (Visitor) Pass \$15.00 per person per day
5. Temporary Lounge/Business Pass¹⁰⁶ \$0.00 (No Charge)¹⁰⁷

Property Owners, Residents, Renter

1. R.V. storage area Per current lease agreement¹⁰⁸
2. Reactivation of Access Cards \$10.00
3. Initial keys for beach and pier \$5.00¹⁰⁹
4. Replacement keys, beach and pier¹¹⁰ \$10.00¹¹¹ per key¹¹²
5. RV Storage late fee¹¹³ Per current lease agreement.
6. Resident for Profit Use of Building Non-Resident fees apply

Non-Resident

1. Rental of Buildings:¹¹⁴

Building "A" \$100.00 per hour (2 hour min.)
\$100.00 fee for use of kitchen (non-refundable)
Plus \$100.00 refundable deposit

Building "D or E" \$80.00 per hour (2 hour min.)
\$50.00 for use of kitchen (non-refundable)
Plus \$80.00 refundable deposits
Note: Fees are double if both sides are used.

Building "C" \$50.00 per hour (2 hour minimum)

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Pool #1 Pavilion \$100 per hour (2 hour minimum)

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

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

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

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

Automobiles overnight in Building "A" lot:

Residents	Free
Guests	
1-2 nights	\$ 5.00
3-7 nights	\$10.00
8 or more nights	\$25.00/week

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

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

Registration of Clubs/Organizations/Private Parties

- Any request to form a registered Club or Organization that intends to use District facilities must be reviewed by the Community Manager and approved by the Board of Trustees.
- An Application form and Building Registration form must be filed as part of the application which shall include the following information:
 - Name of Club or Organization
 - Names, addresses, phone numbers of at least four responsible year round District residents or elected officers or alternates. All officers of the club or organization must be District residents.¹¹⁵
 - Times, dates, and their choice of established layouts of tables and chairs needed for the club/organization.
 - Definition and purpose of the club or organization.¹¹⁶
 - Other pertinent information as may be required.

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3. Changes to Club Officers or designated responsible parties must be reported to BBRD management staff when changes occur to keep registration forms current.
4. Clubs or Organizations must renew their applications for use of District facilities on an annual basis. This must be done no later than the December 31st of each year. Names and address of officers (who must be District residents) shall be provided. Failure to maintain residents as officers will result in the club or organization being de-certified as a registered club or organization.¹¹⁷ This is necessary to reaffirm scheduling for each season/year. Applicants also need to report if they desire to have their names published in the HOA annual phone directory.
5. The designated parties will be the only recognized officials to make new arrangements and changes to the schedule or set up plans.
6. The time that has been scheduled for club meetings must be followed. Members are not allowed to come in early. Other functions or cleaning may be in progress prior to the clubs scheduled time.

Use of District Facilities

1. Any Club or Organization that uses District facilities must be comprised of a majority of Barefoot Bay residents unless permitted by policies adopted by the Board of Trustees. Only registered Clubs or Organizations may use District facilities on a non-fee basis. No fees, (other than temporary social membership fees, as applicable) shall be charged to an invitee of a registered Club or Organization to attend an activity or specific event sponsored by a Club, Organization or Resident Group (Resolution 2003-01).
2. Residents of the Barefoot Bay Recreation District may utilize District facilities but registered Clubs or Organizations shall have priority in scheduling.
3. Social events held by residents requesting use of District facilities shall be classified as "District Resident-Private Parties." Rental fees shall not apply; however, non-residents who attend these functions must register as guests and pay fees in accordance with the District's fee schedule.
4. Residents using District facilities for a "for profit" event are required to pay fees in accordance with the District's fee schedule.

5. Non-registered clubs and organizations or non-residents may use District facilities upon payment of appropriate fees in accordance with the District's fee schedule. Priority shall be in terms of scheduling:

A. BBRD official meetings, workshops and/or events

B. BFBHOA

C. District Resident-Private Parties

D. given to registered Clubs, Organizations

E. and District Resident-Private Parties

5. F. Non-residents in terms of scheduling.

Non-Discrimination Policy

1. The Barefoot Bay Recreation District does not discriminate against anyone in a protected class including, but not limited to race, creed, color, national origin, religion, gender, or sexual orientation. When in use of Barefoot Bay Recreation District facilities, anyone in a protected class including employees, residents and guests will not be discriminated against regardless of race, creed, color, national origin, religion, gender or sexual orientation.¹¹⁸

Use of Alcoholic Beverages

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GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

1. Bringing alcoholic beverages to District facilities is prohibited. Where permitted, all alcoholic beverage purchases must be provided by the Barefoot Bay Recreation District.
2. In accordance with Florida Law, Home owners, residents, or guests may NOT place alcoholic beverages that are not purchased through the golf course or 19th-hole on their property adjacent to the golf course for any amenity user to consume.¹¹⁹
3. For all functions desiring the use of bar service for the purpose of purchasing alcoholic beverages, the minimum service charge shall be \$100.00.¹²⁰ For non-club functions, this fee is payable in advance at the Resident Relations office.¹²¹ If the Bar takes in less than \$100.00, the function host will reimburse the bar total.¹²² Clubs who register a bar must also meet the \$100.00 minimum, but are not required to pay in advance.¹²³ Clubs who do not meet the \$100.00 minimum must make up the difference.¹²⁴
4. Clubs or organizations must fill out a Bar Form (if a bar is desired) to request a Bar for the function. A good estimate on the number of people that will attend is required. This helps the bartender to stock the bar properly.
5. A request for bar service must be made at least two weeks in advance. If not submitted two weeks prior to the event,¹²⁵ BBRD cannot guarantee that personnel will be available to cover the bar.

Scheduling and Set-Up

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

GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

11. Persons requesting the use of Building A or D& E which will result in large groups of mobile guests are required to follow the plan outlined by Property Services to safely utilize doorways and exits. Failure to follow the set plan will result in loss of usage of the facility for that event. It is the responsibility of the Barefoot Bay Recreation District to strictly adhere to all Fire and Safety regulations for events in and around the Recreation District facilities.

Use of District Facilities Where Fees Are Charged

~~1. The use of all buildings, pools and Pool #1 Pavilion by clubs, organization or residents require a rental fee except for regularly occurring events of clubs and organizations registered with the District before July 1, 2016. Said rental fees are listed in section 3.3 of this document.~~

- ~~2.1.~~ All private functions requiring a fee or individual admissions charge may be subject to additional payment fees to the District, unless waived by the Board of Trustees in consideration that the fees accrued go to benefit the registered club's stated purpose that being of a "non-profit" nature. Non-resident fees will apply.

Use of Facilities for Gambling and Games of Chance

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

Use of Kitchen Facilities/Bringing in Incidental Food

1. Any function that requires the use of kitchen facilities including the use of grills stoves, refrigerators, sinks shall pay a usage fee and clean-up deposit as may be determined by the Board of Trustees.
2. Clean up deposits and usage fees may be waived if food and beverages brought into the District facilities are of an incidental nature. However, a clean-up fee may be charged to any entity using District facilities if areas have to be cleaned by custodial staff.
3. Refrigerators and Freezers must be reserved with the Calendar Coordinator at least two weeks prior to their use.
4. If a private caterer requires the use of the stove, refrigerator and/or freezer, the Barefoot Bay club, organization representative, or Barefoot Bay resident must reserve them with the Calendar Coordinator at least two weeks in advance. There will be no catering charge for the Barefoot Bay club, organization, or resident unless the equipment is damaged. Damage to equipment will be assessed at the repair or replacement cost of the equipment to the Barefoot Bay club, organization, or resident.¹²⁶
5. Any function that leaves the facilities in an unclean manner shall be charged a \$100.00¹²⁷ clean-up fee. If the fee is not paid, the entity will lose their privileges until the matter is settled.
6. Due to insurance requirements, the slicer, deep fryer¹²⁸ and use of grill in Building A are not available for use by non-staff persons. District personnel will provide said services when requested. A fee of \$15.00 per hour will be charged for this service for the slicer or deep fryer. A \$50.00 fee for grill service for two hours, additional hours \$15.00 per hour.¹²⁹
7. The gas grill is available for use at Pool 1 by residents and their guests on a first come, first served basis.¹³⁰
8. Residents must wipe the grill and cooking area clean when cooking is complete.
9. Residents assume all responsibility for food safety.

GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

10. Due to the potential risks, residents using grills are required to sign a waiver and assume all responsibility for the cooking and safety of the prepared food.
11. Residents must provide their own cooking tools.

3.5 Guidelines for Gift and or Memorials for the Barefoot Bay Recreation District¹³¹

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

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

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Part 4. Public Records Request Policy

4.0 PURPOSE.¹³²

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

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

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

4.1 PUBLIC RECORDS REQUEST PROCEDURE.

A. Intake of Request.

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

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B. Notification and Response.

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

C. Public Record Inspections.

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

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

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

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4.3 COPIES AND FEES.

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

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

Homeowners and residents may obtain one free copy of the following documents per calendar year:¹³³

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

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

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

Paper copies:

First 10 pages per month, per citizen: No Charge

Additional:

8.5x11.5 or less - one-sided \$0.15

8.5x11.5 or less - two-sided \$0.20

8.5x14 or less - one-sided \$0.15

8.5x14 or less - two-sided \$0.20

11x17 \$0.25

Certified copies: \$1.00

CD/DVD/VHS/Audio Tapes:

Duplication:

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

Postage:

Large orders or those to be mailed out of BBRD should be weighed and calculated individually, using www.usps.gov for postage rates.

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

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Revision Record Page

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

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

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

Endnotes

¹ Amended 12/10/13 Resolution 2013-16

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- ² Added 2/13/2015, Resolution 2015-04
- ³ Amended 9/9/16, Resolution 2016-19
- ⁴ Amended 7/10/09, Resolution 2009-12
- ⁵ Amended 2/13/2015, Resolution 2015-04
- ⁶ Amended 9/9/16, Resolution 2016-19
- ⁷ Amended 9/9/16, Resolution 2016-19
- ⁸ Amended 9/9/16, Resolution 2016-19
- ⁹ Amended 9/9/16, Resolution 2016-19
- ¹⁰ Section added 2/13/2015, Resolution 2015-04
- ¹¹ Amended 9/9/16, Resolution 2016-19
- ¹² Amended 9/9/16, Resolution 2016-19
- ¹³ ~~Amended 9/9/16, Resolution 2016-19~~
- ¹⁴ Amended 9/9/16, Resolution 2016-19
- ¹⁵ Amended 2/13/2015, Resolution 2015-04
- ¹⁶ Amended 2/13/2015, Resolution 2015-04
- ¹⁷ Amended 2/13/2015, Resolution 2015-04
- ¹⁸ Amended 2/13/2015, Resolution 2015-04
- ¹⁹ Amended 2/13/2015, Resolution 2015-04
- ²⁰ Amended 2/13/2015, Resolution 2015-04
- ²¹ Amended 9/9/16, Resolution 2016-19
- ²² Amended 2/13/2015, Resolution 2015-04
- ²³ Amended 2/13/2015, Resolution 2015-04
- ²⁴ Amended 9/9/16, Resolution 2016-19
- ²⁵ Amended 2/13/2015, Resolution 2015-04
- ²⁶ Amended 2/13/2015, Resolution 2015-04
- ²⁷ Amended 2/28/12 Resolution 2012-05
- ²⁸ Amended 9/9/16, Resolution 2016-19
- ²⁹ Amended 2/13/2015, Resolution 2015-04
- ³⁰ Amended 06/23/09, Resolution 2009-08
- ³¹ Amended 9/9/16, Resolution 2016-19
- ³² Amended 2/13/2015, Resolution 2015-04
- ³³ Amended 2/13/2015, Resolution 2015-04
- ³⁴ Amended 2/13/2015, Resolution 2015-04
- ³⁵ Amended 2/13/2015, Resolution 2015-04
- ³⁶ Amended 2/13/2015, Resolution 2015-04 All references to purchases over \$30,000 changed to \$50,000 in this section.
- ³⁷ Amended August 13 2010, Resolution 2010-14
- ³⁸ Amended 12/10/13 Resolution 2013-16
- ³⁹ Added 2/13/2015, Resolution 2015-04
- ⁴⁰ Amended 9/9/16, Resolution 2016-19
- ⁴¹ Amended 9/9/16, Resolution 2016-19
- ⁴² Amended December 10, 2013, Resolution 2013-16
- ⁴³ Amended May 14, 2010, Resolution 2010-09
- ⁴⁴ Amended December 10, 2013, Resolution 2013-16
- ⁴⁵ Temporary Social membership reference deleted 2/13/2015, Resolution 2015-04
- ⁴⁶ Amended December 10, 2013, Resolution 2013-16
- ⁴⁷ Amended December 10, 2013, Resolution 2013-16
- ⁴⁸ Amended 2/13/2015, Resolution 2015-04
- ⁴⁹ Amended 2/13/2015, Resolution 2015-04

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⁵⁰ Amended 2/13/2015, Resolution 2015-04
⁵¹ Amended September 10, 2010, Resolution 2010-15
⁵² Amended September 10, 2010, Resolution 2010-16
⁵³ Amended 9/9/16, Resolution 2016-19
⁵⁴ Amended December 10, 2013, Resolution 2013-16
⁵⁵ Amended January 13, 2012 Resolution 2012-01
⁵⁶ Amended December 10, 2013, Resolution 2013-16
⁵⁷ Amended June 8, 2012 Resolution 2012-09
⁵⁸ Amended September 23, 2014 Resolution 2014-12
⁵⁹ Amended 9/9/16, Resolution 2016-19
⁶⁰ Amended October 25, 2011. Resolution 2011-16
⁶¹ Amended 9/9/16, Resolution 2016-19
⁶² Amended 7/8/11, Resolution 2011-12 .Changes to Golf Membership regarding “full time students” and changed to fiscal year.
⁶³ Res. 2001-12, 12/14/01
⁶⁴ Amended 9/9/16, Resolution 2016-19
⁶⁵ Amended 9/9/16, Resolution 2016-19
⁶⁶ Approved 12/14/04, Res. 2001-12
⁶⁷ Amended 2/13/2015, Resolution 2015-04
⁶⁸ Amended March 12, 2010, Resolution 2010-7
⁶⁹ Amended March 23, 2010, Resolution 2010-8
⁷⁰ Amended 2/13/2015, Resolution 2015-04
⁷¹ Amended 2/13/2015, Resolution 2015-04
⁷² Amended 2/13/2015, Resolution 2015-04
⁷³ Amended 9/9/16, Resolution 2016-19
⁷⁴ Amended December 10, 2013, Resolution 2013-16
⁷⁵ Amended 9/9/16, Resolution 2016-19
⁷⁶ Amended 9/9/16, Resolution 2016-19
⁷⁷ Amended December 10, 2013, Resolution 2013-16
⁷⁸ Amended 9/9/16, Resolution 2016-19
⁷⁹ Amended December 10, 2013, Resolution 2013-16
⁸⁰ Amended December 10, 2013, Resolution 2013-16
⁸¹ Amended December 10, 2013, Resolution 2013-16
⁸² Amended 9/9/16, Resolution 2016-19
⁸³ Amended 2/13/2015, Resolution 2015-04
⁸⁴ Amended 3/11/2011 Resolution 2011-04
⁸⁵ Amended 9/9/16, Resolution 2016-19
⁸⁶ Amended July 8, 2011 Resolution 2011-12
⁸⁷ Amended 9/9/16, Resolution 2016-19
⁸⁸ Amended July 10, 2009, Resolution 2009-14
⁸⁹ Amended 2/13/2015, Resolution 2015-04
⁹⁰ Amended 2/13/2015, Resolution 2015-04
⁹¹ Amended 9/9/16, Resolution 2016-19
⁹² Amended July 8, 2011, Resolution 2011-12
⁹³ Amended 2/13/2015, Resolution 2015-04
⁹⁴ Section amended 2/13/2015, Resolution 2015-04
⁹⁵ Amended December 10, 2013, Resolution 2013-16
⁹⁶ Amended December 10, 2013, Resolution 2013-16
⁹⁷ Amended December 10, 2013, Resolution 2013-16
⁹⁸ Amended December 10, 2013, Resolution 2013-16
⁹⁹ Amended December 10, 2013, Resolution 2013-16
¹⁰⁰ Amended December 10, 2013, Resolution 2013-16

Version approved February 13, 2015, with approved changes including Resolution 2015-4

Barefoot Bay Recreation District
Policy Manual
PUBLIC RECORDS REQUEST POLICY

- ¹⁰¹ Amended December 10, 2013, Resolution 2013-16
- ¹⁰² Amended December 10, 2013, Resolution 2013-16
- ¹⁰³ Amended 2/13/2015, Resolution 2015-04
- ¹⁰⁴ Amended December 10, 2013, Resolution 2013-16
- ¹⁰⁵ Amended 9/9/16, Resolution 2016-19
- ¹⁰⁶ Amended December 10, 2013, Resolution 2013-16
- ¹⁰⁷ Amended May 14, 2010, Resolution 2010-09
- ¹⁰⁸ Amended December 10, 2013, Resolution 2013-16
- ¹⁰⁹ Amended 9/9/16, Resolution 2016-19
- ¹¹⁰ Amended December 10, 2013, Resolution 2013-16
- ¹¹¹ Amended 9/9/16, Resolution 2016-19
- ¹¹² Amended 2/13/2015, Resolution 2015-04
- ¹¹³ Amended December 10, 2013, Resolution 2013-16
- ¹¹⁴ Amended 9/9/16, Resolution 2016-19
- ¹¹⁵ ~~Amended 9/9/16, Resolution 2016-19~~
- ¹¹⁶ ~~Amended 9/9/16, Resolution 2016-19~~
- ¹¹⁷ ~~Amended 9/9/16, Resolution 2016-19~~
- ¹¹⁸ Amended December 10, 2013, Resolution 2013-16
- ¹¹⁹ Amended 9/9/16, Resolution 2016-19
- ¹²⁰ Amended December 10, 2013, Resolution 2013-16
- ¹²¹ Amended December 10, 2013, Resolution 2013-16
- ¹²² Amended December 10, 2013, Resolution 2013-16
- ¹²³ Amended December 10, 2013, Resolution 2013-16
- ¹²⁴ Amended December 10, 2013, Resolution 2013-16
- ¹²⁵ Amended 2/13/2015, Resolution 2015-04
- ¹²⁶ Amended January 8, 2009, Resolution 2010-01
- ¹²⁷ Amended 9/9/16, Resolution 2016-19
- ¹²⁸ Amended 9/9/16, Resolution 2016-19
- ¹²⁹ Amended 2/13/2015, Resolution 2015-04
- ¹³⁰ Amended July 8, 2011, Resolution 2011-12
- ¹³¹ Amended February 12, 2010, Resolution 2010-5
- ¹³² Barefoot Bay Recreation District Public Records Request Policy was formally adopted with Resolution 2010-22 on October 26, 2010.
- ¹³³ Amended 9/9/16, Resolution 2016-19

RESOLUTION 2017-_____

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; PROVIDING FOR THE ADOPTION OF VARIOUS COMPREHENSIVE REVISIONS TO THE POLICY MANUAL ADOPTED MAY 8, 2009, AS SUBSEQUENTLY AMENDED THROUGH SEPTEMBER 9, 2016; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the Barefoot Bay Recreation District Board of Trustees has discussed suggested comprehensive revisions to the above referenced document, as amended through September 9, 2016, at a public workshop on March 16, 2017; and

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

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

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

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

Section 3. Conflict with other Provisions.

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

Section 4. Effective Date. This Resolution shall become effective immediately.

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

Chairman Steve Diana
Trustee Brian Lavier
Trustee, Ed Geier
Trustee Frank Cavaliere
Trustee, Joseph Klosky

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted this 28th day of March, 2017.

BAREFOOT BAY RECREATION DISTRICT

By: _____
STEVE DIANA
CHAIRMAN

ATTEST: By: _____
JOSEPH KLOSKY
SECRETARY

Board of Trustees Meeting Agenda Memo

Date: March 28, 2017

Title: Selection of Bldg. A Roof Replacement RFP Evaluation Committee

Section & Item: 9K

Department: R&M/Capital

Fiscal Impact: N/A

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

Attachments: Excerpt from Policy Manual

Reviewed by
General Counsel: No

Approved by:



Requested Action by BOT

Selection of Trustee voting member by BOT and announcement by the Community Manager of composition of RFP Committee.

Background and Summary Information

The replacement of Building A roof (shingles) with a metal roof is included in the FY17 Approved Budget. Due to the anticipated cost a request for proposals (RFP) process is required. Per BBRD Policy Manual requirements for RFPs, an evaluation committee must be established before the issuance of the RFP. 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).

Matt Goetz, Property Services Manager, will serve as the user department voting member.

Staff recommends the BOT appoint one trustee as the voting member and then the Community Manager will announce the composition of the committee and the release date of 3Apr17.

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)³⁶

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.³⁷

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.³⁸

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.³⁹

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: March 28, 2017

**Title: DISCUSSION REGARDING SDS
CONTRACT RENEWAL STATUS**

Section & Item: 9L

Department: Legal

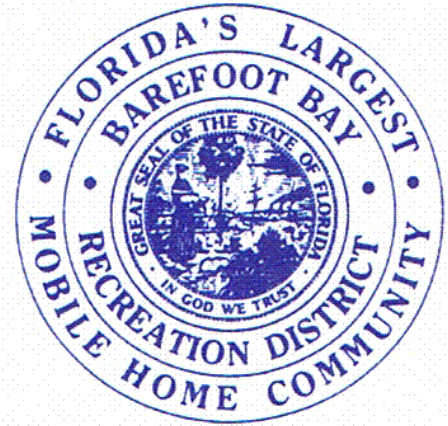
Fiscal Impact: TBD

Contact: Cliff Repperger, General Counsel
Jason Pierman, Special District Services

Attachments: Current Amendment and Renewal of
Agreement for Management Services
dated September 2, 2014

Reviewed by
General Counsel: N/A

Approved by:



Requested Action by BOT

Discussion regarding status of SDS Agreement Renewal.

Background and Summary Information

The current Agreement for Management Services between BBRD and SDS expires on September 30, 2017. On March 10, 2017, the Board of Trustees voted to move forward with a contract renewal negotiations with SDS. SDS is currently considering proposing a flat fee structure as opposed to the compensation tables reflected in Section VII of the current agreement. Special District Services staff is currently evaluating figures for such a proposal. At the time of preparation of this Agenda Memorandum, figures had not yet been finalized by SDS Staff. Proposed figures, a draft Agreement, and/or an additional status update will be provided to the Board members via an email agenda supplement prior to the Board meeting when they are available.

**AMENDMENT AND RENEWAL OF AGREEMENT FOR
MANAGEMENT SERVICES**

**THIS AMENDMENT AND RENEWAL OF AGREEMENT FOR
MANAGEMENT SERVICES** entered into this 2nd day
of September, 2014 between BAREFOOT BAY RECREATION
DISTRICT, an Independent Special District of the State of Florida (hereinafter referred to
as "BBRD"), 625 Barefoot Boulevard, Barefoot Bay, Florida 32976 and SPECIAL
DISTRICT SERVICES, INC. (hereinafter, "SDS"), 2501A Burns Road, Palm Beach
Gardens, FL 33410-5204.

RECITALS

WHEREAS, BBRD and SDS entered into an Agreement for Management
Services (hereinafter, "the Agreement") with an effective date of February 1, 2008; and

WHEREAS, pursuant to Section III, A, of the Agreement, the Agreement had an
initial term of two (2) years; and

WHEREAS, on or about October 9, 2009, BBRD formally exercised its option to
renew the Agreement for an additional two (2) year term from February 1, 2010 to
January 31, 2012; and

WHEREAS, on September 9, 2011, the BBRD Board of Trustees approved an
extension of the expiration of the additional two (2) year renewal term from January 31,
2012 to September 30, 2012 to coincide with BBRD's fiscal year; and

WHEREAS, on January 13, 2012, the Parties formally entered into a
Memorandum of Understanding approving the extension of the expiration of the
additional two (2) year renewal term from January 31, 2012 to September 30, 2012; and

WHEREAS, on September 28, 2012, the Parties formally agreed to and executed an Amendment and Renewal of Agreement for Management Services renewing the term of the Agreement from October 1, 2012 to September 30, 2014 and amending Section VII of the Agreement regarding compensation paid by BBRD to SDS during the renewal period; and

WHEREAS, the Parties wish to amend parts of Section III of the Agreement regarding term (providing for a three-year renewal term beginning October 1, 2014), parts of Section VII of the Agreement regarding compensation paid by BBRD to SDS during the three-year renewal period effective October 1, 2014, and parts of Section VIII in an effort to comply with Sec. 119.0701, F.S. regarding public records; and

WHEREAS, the Parties intend for all other terms of the Agreement to remain in full force and effect during the stated three-year renewal period effective from October 1, 2014 to September 30, 2017;

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

1. Consistent with Section III, A of the Agreement, the Agreement is renewed from October 1, 2014 to September 30, 2017.

2. Effective October 1, 2012, Section VII, Compensation, is amended, in part, to read as follows:

SECTION VII - COMPENSATION

FIGURE 1 YEAR 1
(October 1, 2012-September 30, 2013)

Management Services	Amount	Term
Community Manager - Full Time		

Salary Maximum	\$83,052.80 <u>\$80,000</u>	Annual
Fringe Maximum	\$30,000 <u>\$32,000</u>	Annual
Management Support	\$27,439.20 <u>\$28,900</u>	Annual
Reimbursement Maximum	\$6,000	Annual
Total Maximum Management Services	\$146,492 <u>\$146,900</u>	Annual

FIGURE 2 YEAR 2
(October 1, 2013~~5~~-September 30, 2014~~6~~)

Management Services	Amount	Term
Community Manager - Full Time		
Salary Maximum	\$85,544.38 <u>\$82,400</u>	Annual
Fringe Maximum	\$30,900 <u>\$32,800</u>	Annual
Management Support	\$28,262.38 <u>\$29,600</u>	Annual
Reimbursement Maximum	\$ 6,000	Annual
Total Maximum Management Services	\$150,706.76 <u>\$150,800</u>	Annual

FIGURE 3 YEAR 3
(October 1, 2016-September 30, 2017)

Management Services	Amount	Term
Community Manager - Full Time		
Salary Maximum	<u>\$84,872</u>	<u>Annual</u>
Fringe Maximum	<u>\$33,620</u>	<u>Annual</u>
Management Support	<u>\$30,400</u>	<u>Annual</u>
Reimbursement Maximum	<u>\$ 6,000</u>	<u>Annual</u>
Total Maximum Management Services	<u>\$154,892</u>	<u>Annual</u>

A. Total Maximum Management Services.

Year 1

In Year 1 of this Agreement, BBRD shall pay to SDS the annual amount of Total Maximum Management Services as reflected on FIGURE 1 (minus Reimbursable Maximum) in monthly maximum installment payments of ~~Eleven Thousand Seven Hundred Seven Dollars and 67/100 (\$11,707.67)~~ Eleven Thousand Seven Hundred Forty

One Dollars and 67/100 (\$11,741.67) for a total maximum annual payment of One Hundred and Forty Thousand Four Hundred Ninety Two Dollars and No/100 (\$140,492.00) One Hundred Forty Thousand Nine Hundred Dollars and No/100 (\$140,900.00). Reimbursable expenses may not exceed Six Thousand Dollars and No/100 (\$6,000.00) annually, as outlined in Section VII E, Miscellaneous Expenses. During any period where a community Manager is not provided by SDS, the Management Support Fee shall be increased to Five Thousand Dollars and No/100 (\$5,000.00) per month.

Year 2

In Year 2 of this Agreement, BBRD shall pay to SDS the annual amount of Total Maximum Management Services as reflected on FIGURE 2 (minus Reimbursable Maximum) in monthly maximum installment payments of Twelve Thousand Fifty Eight Dollars and 90/100 (\$12,058.90) Twelve Thousand Sixty Six Dollars and 67/100 (\$12,066.67) for a total maximum annual payment of One Hundred and Forty Four Thousand Four Hundred Seventy Dollars and 76/100 (\$144,706.76) One Hundred Forty Four Thousand Eight Hundred Dollars and No/100 (\$144,800.00). Reimbursable expenses may not exceed Six Thousand Dollars and No/100 (\$6,000.00) annually, as outlined in Section VII E, Miscellaneous Expenses. During any period where a community Manager is not provided by SDS, the Management Support Fee shall be increased to Five Thousand Dollars and No/100 (\$5,000.00) per month.

Year 3

In Year 3 of this Agreement, BBRD shall pay to SDS the annual amount of Total Maximum Management Services as reflected on FIGURE 3 (minus Reimbursable Maximum) in monthly maximum installment payments of Twelve Thousand Four Hundred Seven Dollars and 67/100 (\$12,407.67) for a total maximum annual payment of One Hundred Forty Eight Thousand Eight Hundred Ninety Two Dollars and No/100 (\$148,892.00). Reimbursable expenses may not exceed Six Thousand Dollars and No/100 (\$6,000.00) annually, as outlined in Section VII E, Miscellaneous Expenses. During any period where a community Manager is not provided by SDS, the Management Support Fee shall be increased to Five Thousand Dollars and No/100 (\$5,000.00) per month.

B. Management Services.

SDS shall compensate the Community Manager as provided in Figures 1, and 2, and 3 of Section VII and as described in Section VII A, Total Maximum Management Services. SDS shall be solely responsible for payment and management of the Community Manager's benefits, including health insurance, retirement plan, and paid time off. If SDS is able to hire an individual that is acceptable to BBRD at a lower salary, those savings will be passed on to BBRD.

C. Financial Support.

In addition to hiring the full-time Community Manager, SDS will provide administrative and financial support from its Palm Beach Gardens office. The cost for this management support effort is reflected in the fee for Total Maximum Management Services as provided on Figures 1, ~~and 2,~~ and 3 and described in Section VII, A, Total Maximum Management Services, above. This fee represents charges for financial advisory and budget support, data entry, official record keeping, and meeting preparation support, if necessary. It is understood by the parties that the District will provide the in-house staff necessary to conduct the day to day activities of the District. The role of SDS is to manage the affairs of the District through the Community Manager as provided for herein. It is further understood by the parties that SDS and the Community Manager are responsible to the Board and the in-house staff are responsible to SDS and the Community Manager.

D. Assessment Roll.

If BBRD utilizes the tax collector for collection of special assessments and SDS prepares the assessment roll at the option of BBRD, SDS charges and shall receive an additional Five Thousand Dollars and No/100 (\$5,000.00) for preparation and submission of the annual tax roll to the property appraiser and tax collector after approval by the Board, which shall be paid upon submission of the tax roll. This amount is not included in the amount reflected for Total Maximum Management Services in Figures 1, ~~and 2,~~ and 3 of Section VII above.

3. Effective October 1, 2014, Section VIII, Documents and Assets, is amended, in part, to read as follows:

All documents, maps, drawings, data and worksheets prepared by SDS for BBRD under this Agreement shall be deemed public records pursuant to Chapter 119, Florida Statutes and shall be maintained as public records by SDS. SDS agrees to provide access to such public records on the same terms and conditions that BBRD provides such public records and at a cost that does not exceed that provided for pursuant to Chapter 119, Florida Statutes or otherwise provided by law. SDS agrees to ensure that public records that are confidential and exempt from disclosure are not disclosed except as authorized by law. SDS agrees that upon termination of this Agreement, all proprietary interest of BBRD in its business assets, tangible or intangible, including records, files, lists and information which SDS deals with or develops during the course of this Agreement shall remain the sole and exclusive property of BBRD, and in no event shall SDS acquire any interest therein. SDS agrees that in the event of termination of this Agreement, SDS shall promptly return at no cost to BBRD all public records documents, forms, contracts, lists and completed work or work in progress relating to the affairs of BBRD and any personal property of BBRD in SDS's possession at the time of termination. Duplicate public

records that are exempt or confidential shall be destroyed by SDS at the time of termination. Public records maintained by SDS in an electronic format, shall be provided to BBRD in a format that is compatible with the information technology systems of BBRD at the time of termination. All title to supplies, records of any type whatsoever, equipment and furnishings shall remain the sole property of BBRD.

4. Except as amended herein, all other terms of the Agreement shall remain in full force and effect from October 1, 2014 to September 30, 2017.

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

Signed, sealed and delivered
in the presence of:

Witness:

John W. Coffey
Printed Name: John W. Coffey

Dawn E. Myers
Printed Name: Dawn E. Myers

**BAREFOOT BAY RECREATION
DISTRICT**

By: *Tom Guinther*
Printed Name: Tom Guinther
As its: Chairman, Board of Trustees

Date: 9/2/14



Signed, sealed and delivered
in the presence of:

Witness:

Patricia Las Casas
Printed Name: Patricia Las Casas

Jason Pieman
Printed Name: JASON PIEMAN

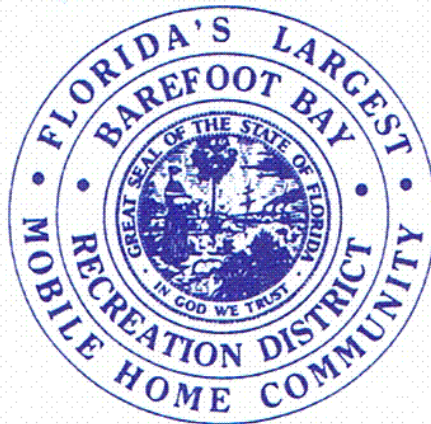
SPECIAL DISTRICT SERVICES, INC.,

By: *Paul Wodraska*
Printed Name: Paul Wodraska
Title: President

Date: 8/27/14

Board of Trustees Meeting Agenda Memo

Date: March 28, 2017
Title: **DOR LEGAL FEE WAIVER REQUEST
453 Egret Circle**
Section & Item: 9M
Department: Legal/Resident Relations: DOR
Enforcement
Fiscal Impact: \$3,098.50
Contact: Sue Cuddie, Resident Relations; Cliff
Repperger, General Counsel
Attachments: Affidavit of Compliance
Case No. 15-000310
Reviewed by
General Counsel: Y
Approved by:



Requested Action by BOT

Consideration of request by property owner for waiver of legal fees related to DOR Enforcement Case.

Background and Summary Information

This item relates to a DOR violation enforcement case at 453 Egret Circle. There have been multiple violations on the property for Exterior Maintenance and a Lamppost violation dating back to 2015. After numerous attempts by BBRD DOR Enforcement Staff and BBRD General Counsel's office to resolve the issues with the owner prior to filing legal action, a lawsuit was eventually filed (March 8, 2017) and served upon the owner. The violations were resolved and an Affidavit of Compliance for the only outstanding remaining case (15-000310) was issued by BBRD staff on March 15, 2017.

The owner has requested waiver of the amount of legal fees incurred by BBRD (\$2,602.50) and costs (\$496.00) and has asked for dismissal of the lawsuit. The owner has stated that she will present her case to the Board in person.

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 15-000310

#3774/ 15-000310

TAYLOR, MARIA ELENA, GOIN, ROSEMARIE A

453 EGRET CIR

BAREFOOT BAY, FL 32976

Respondent(s),

RE: 453 EGRET CIRCLE

AFFIDAVIT OF COMPLIANCE


STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared Thomas O'Donnell, Deed of Restrictions Enforcement Officer for the Barefoot Bay Recreation District who, after being duly sworn, deposes and says.

1. That on the 03/15/2017 the Board of Trustees held a public hearing and issued an Order in the above-styled matter.
2. Said Order provided for further legal action to be taken by the Recreation District's Attorney.
3. That a re-inspection was performed on the 15th day of March, 2017.
4. That a re-inspection revealed that the corrective action ordered by the Board of Trustees has been taken in that the violation has been corrected.
5. Pursuant to Article III, Section 12(C) of the DOR, Barefoot Bay is entitled to an award of attorney fees and cost incident to bring this action.
6. This Affidavit of Compliance does not release the Respondents from the obligations of any judgment rendered in Brevard County Circuit Court, including, but not limited to, those as to attorney's fees and costs and/or curative action costs incurred by Barefoot Bay Recreation District.

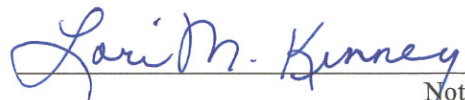
FURTHER AFFIANT SAYETH NAUGHT.

Dated March 16, 2017.

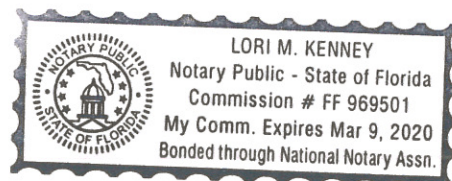


Thomas O'Donnell, DOR Inspector,

The forgoing instrument was sworn and subscribed before me on March 16, 2017, by Thomas O'Donnell, who is personally know to me and who did take an oath.



Notary Public
State of Florida at Large





Thomas O'Donnell
Mar 15, 2017

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: March 28, 2017

Subject: Manager's Report

District Clerk

1. Upcoming BOT Workshops:

- BOT Workshop (Golf Rates and Tee Times Procedures) 30Mar17, Bldg. D/E at 2:30pm
- BOT Workshop (Oversight of Clubs/Organizations and commercial rental of facilities): Wed., 12Apr17, Bldg. D/E, 2:30pm
- BOT Workshop (FY18 WDPB Review): Mon., 17Apr17, Bldg. D/E, 7pm
- BOT Workshop (FY18 WDPB Review): Tues., 18Apr17, Bldg. D/E, 2pm

Resident Relations

2. ARCC Update:

- 21Mar17 meeting – 27 permits were reviewed and approved. The committee also reviewed the attached guidelines. These changes will be incorporated into the Guidelines and presented as a Revision to the guidelines at the 25Apr17 BOT meeting.
- The next ARCC Committee meeting is on 4Apr17 in the new BFBHOA office.

3. Violations Committee Update:

- 24Mar17 – There are 10 properties on the agenda. As of 21Mar17 only six remain in violation.
- The next meeting is scheduled for Fri., 28Apr17 at 10am in D/E.

Food & Beverage

- Report will be provided at the meeting.

Golf-Pro Shop

4. April Tournament Updates:

- Martini League 9 –hole: April 8th @ 1:00 pm Shotgun
- HOA Fundraiser Golf and merchandise: April 29 @ 8:30 am shotgun

Call or stop by the Pro Shop for more information about any of the tournaments.

5. Special Projects

- Obtaining quotes for golf course projects
- Prepared BOT Workshop presentation
- Attending Training: Conducted by the PGA HOPE ORLANDO. This training is to deal with Military Veterans Learning skills and approaches in coaching Veterans with disabilities
- April 18th: Attending GHIN training for recertification of our handicap software program
- Submitted Grant Request for Junior Golf Camp

Property Services

6. **Routine Work Update:**

- Built and installed new sign at the softball field
- Installed new chair rail in Building C and repainted
- Continued stormwater maintenance work on the canals
- Rototilled the softball field and installed a larger diameter hose for watering the field
- Repaired the pitcher pump on the pier
- Edged Barefoot Blvd.
- Repaired broken shuffle board poles
- Repaired broken shuffle board scoreboards
- Painted no parking lane in front of putting green

7. **Special Projects Update:**

- Continued to solicit bids for Pool#2 pit replacement
- Finalized Bldg. A Roof Replacement RFP

Fencing

Fence definition: Chain link or vinyl picket barrier either completely enclosing or partially enclosing any area of space on any lot where such barrier does not meet the definition of a privacy landscaping screen or wall. The fence shall not surpass the front of the enclosed home structure.

Picket fence definition: A picket fence is a type of vinyl fence that has evenly spaced vertical boards made of vinyl material. Each picket is attached to horizontal rails. The space between each picket must be at least the width of the picket.

Fencing shall not be permitted along any lot line where drainage canals or swales exist. Where no drainage canals or swales exist along a lot line, fencing shall be limited to chain link or vinyl picket fencing not exceeding four (4) feet in height, which may be coated with colored vinyl.

Meter pedestals may not be enclosed and fences must be set back a minimum of one foot to allow emergency access to pedestal.

Article II, Section 5 of the DOR permits only chain link and vinyl picket fencing. ~~consistent with the approval of DOR ballot amendment question number 6 approved by the lot owners of Barefoot Bay on April 5, 2011.~~ Article II, Section 5 of the DOR does not permit privacy stockade fences (a fence of closely fitted vertical boards) regardless of material.

No covering may be installed on fences. Privacy slats may be installed in chain link fences, however, the slats must be uniformly installed and may not extend beyond the top of the fence.

Landscaping & Privacy Materials

Landscaping with appropriate plants, grass, shrubs and/or trees in compliance with regulations adopted by the ARCC. Landscaping in accordance with the Brevard County Landscape Ordinance.

A. **Privacy Landscaping materials** defines a barrier or opaque screen which is utilized on the side of carports, around decks, or runs along any lot line or parallel to any lot line. Such barrier or opaque screen may not exceed six (6) feet in height (see exemption below) and may be constructed of vinyl panels, painted wood, vinyl lattice, powder coated aluminum, steel or other ARCC approved materials. No cumulative total of feet for all barriers on any one property may exceed thirty two (32) feet. Said barrier or opaque screen shall comply with the provisions of Sec. 62-2109 Code of Ordinances of Brevard County, Florida.

Exception- vinyl barriers used for privacy along the carport may be up to eight feet in height, however, the length of the privacy panels in the carport will be included in the cumulative total of 32 foot. ARCC permits are required for privacy landscape material.

Prefabricated storage unit¹

Only one prefabricated (plastic) storage unit, placed adjacent to the home, ~~only in the carport or covered patio~~, no larger than twenty (20) square feet, will be considered a customary outdoor item for the purpose of Article 3 Section 2C of the DOR. The storage unit must be placed on a concrete slab and must be strapped or anchored.

¹ Promulgated Rule approved December 8, 2015 and presented to Board of Trustees January 8, 2016

Attorney's Report

Trustees Liaison Reports

Incidental Remarks from Trustees

Audience Participation

Adjournment