

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

**Tuesday, May 23, 2017**

**7:00 PM**

1225 Barefoot Boulevard, Building D/E



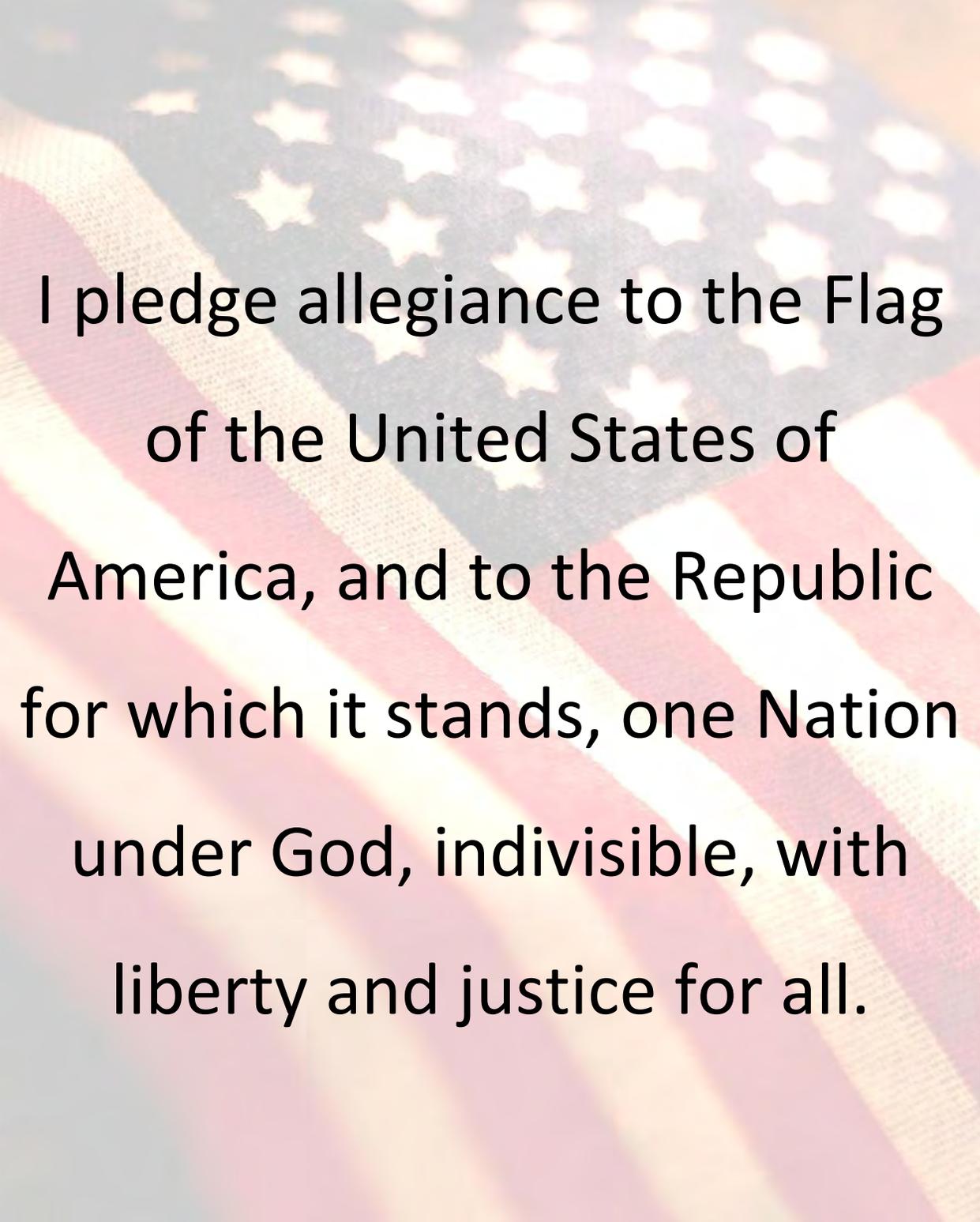
# BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting  
Tuesday, May 23, 2017 at 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
  - A. Memorial Day Proclamation
5. Approval of Minutes
6. Treasurer's Report
7. Audience Participation
8. Unfinished Business
9. New Business
  - A. FY18 Proposed Budget Mail Out
  - B. Census/Survey Findings Presentation
  - C. Adoption of Revised Emergency Management Plan
  - D. Discussion of Eliminating DOR Language about Combining Lots
  - E. Review of Drug Free Workplace Policy
  - F. Discussion of Creating a BBRD Self-insurance Program for Homeowners
10. Manager's Report
11. Attorney's Report
12. Incidental Trustee Remarks
13. Adjournment



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

# Roll Call

## **Trustees**

Chairman - Mr. Diana

1st Vice Chair - Mr. Lavier

2nd Vice Chair – 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  
May 12, 2017  
1 P.M. –Building D&E**

## **Meeting Called to Order**

The Barefoot Bay Recreation District held a Regular Meeting on May 12, 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.

## **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, Cliff Repperger, General Counsel, and Dawn Myers, District Clerk.

## **Presentations**

### Employee Milestones

The Board presented Dawn Myers and Kimi Cheng with a Certification of Appreciation for 5 years of service to Barefoot Bay.

### Certification of Recognition

Mr. Diana, on behalf of the Board of Trustees, presented Kimi Cheng with a Certification of Accomplishment for achieving the Certified Government Finance Officer designation. Mr. Diana commended Ms. Cheng for leading the Finance Department into clean audits for the past two years and thanked her for her service to the Bay.

*Mr. Klosky made a motion to approve the certificate. Second by Mr. Geier. Motion carried unanimously.*

## **Minutes**

*Mr. Cavaliere made a motion to approve the minutes dated April 25, 2017. Second by Mr. Lavier. Motion carried unanimously.*

## **Treasurer's Report**

Mr. Geier presented the Treasurer's Report for May 12, 2017 with one correction.

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



# BAREFOOT BAY RECREATION DISTRICT

## **Audience comment on Agenda Items**

None brought forward.

## **New Business**

### **Lease Proposal**

Ms. Sue Cuddie presented a 39-month proposed lease requested by Jennifer Bliss-Gray who desires to place a florist shop in the vacant space at the shopping center. Ms. Cuddie elaborated that the proposal states a rental rate of \$9 per sq. ft. the first year, \$10 per sq. ft. the second year and a 3% increase in the third year. Mr. Cavaliere expressed dissatisfaction at the proposed \$9 rate the first year as Barefoot Bay has been working to get all their tenants to a uniform \$10 a sq. ft. for some time now. Barefoot Bay Realtor, Mr. Brian Hernandez of Lightle, Beckner & Robinson, explained that the proposed tenant will pay for their own buildout to the space and agrees to increased CAM charges with whatever the current rate may be over the 39-month lease period and reiterated that the rate will go up to \$10 in the second year.

*Mr. Klosky made a motion to approve to the proposed lease at \$9 per square foot the first ear, \$10 per square foot the second year with a 3% increase in the third year and CAM charges increase with current rates. Second by Mr. Geier. Motion carried unanimously.*

### **Transfer of Shopping Center Lease**

Ms. Cuddie presented a proposal from long time tenant, Ms. Joann Morris to transfer her lease to Mr. Walter Schmidt for use as a beauty/barber shop. Mr. Cavaliere pointed out that the lease includes a request for inclusion of a non-compete clause. Mr. Geier voice his opposition to amending the current lease to include exclusivity language in the lease unless the lease amount is increased. Mr. Lavier agreed with Mr. Geier. Mr. Diana stated that he agreed with the thought process for not including the exclusivity clause. He encouraged discussion regarding this proposal. Ms. Cuddie stated that there is another potential proposal for a barber shop in one of the other vacant spaces in the shopping center. Ms. Morris stated that in the last 14 years she has seen the hardship in running her business during the summer months at a 50-60% client base loss in a shopping center with only seven available spaces. She maintained that another similar vendor would increase the potential for failure from both businesses. Mr. Cavaliere noted that the other vendor is not present to argue his side and recognizes the sensibility in including the non-compete clause.

*Mr. Cavaliere made a motion to accept the lease with addition of the exclusivity language in the lease. Second by Mr. Klosky. Mr. Geier opposed. Motion carried 4-1.*

### **DOR Violations**

DOR Violation 16-004202 836 Hawthorn Circle

ARTICLE III, SECT. 3 (A) (B) (C) (D) (E) Vehicle Violations Boats/Trailer/RV/Comm. Vehicles, Etc.

*Mr. Cavaliere made a motion to forward to the attorney's office for legal and equitable action. Second by Mr. Klosky. Motion carried unanimously.*

DOR Violation 16-004317 715 BAREFOOT BOULEVARD

ARTICLE III, SECT. 3 (A) (B) (C) (D) (E) Vehicle Violations Boats/Trailer/RV/Comm. Vehicles, Etc.



# BAREFOOT BAY RECREATION DISTRICT

*Mr. Lavier made a motion to forward to the attorney's office for legal and equitable action. Second by Mr. Cavaliere. Motion carried unanimously.*

DOR Violation 16-004576 903 WREN CIRCLE

ARTICLE II, SECT. 5 (A) (B) ADIR - Unapproved Fence

*Mr. Cavaliere made a motion to send to the attorney's office for legal and equitable action with the stipulation that any future legal fees will not be waived once filed in a court of law Second by Mr. Geier. Motion passed unanimously.*

## **Revised Rules for the BOT**

Ms. Jeanne Osborne asked the Board to reconsider reducing the meeting days from twice a month to once a month in the evening as many people cannot make it to the evening meeting. She stated that she is not opposed to one meeting a month but would suggest keeping the daytime meeting.

Ms. Louise Crouse voiced her position against reducing the meeting times to once a month. As an alternative, she offered several reasons against one meeting per month including revisiting the 7-day turnaround time if they are interested in assisting staff with timely agenda preparation. She also brought up concerns about the potential for not being able to notice workshops within the legal notice period. She stated that these meetings are crucial for the residents as it is their opportunity to come out and comment on a variety of topics on the agenda.

Ms. Nancy Eisele stated if the meeting remained at once a month at least keep it as a day meeting.

Board considered keeping the dates already scheduled for the meeting but discussed leaving the second meeting as optional perhaps as use for a workshop. Discussion ensued.

Board did not motion to accept the resolution. No action taken.

## **Confirmation of Remaining 2017 BOT Meeting dates**

No Action

## **Definition of "Amenity"**

Mr. Cavaliere requested the Board concur on one agreed upon definition as a means of clarification for consideration, particularly, for the Golf and Food and Beverage departments. He maintained that a collectively agreed upon definition will help determine whether the term amenity is considered a "break-even" service or worthy of a subsidy in Barefoot Bay. Board discussed several definitions presented in the agenda package and provided by General Counsel.

*Mr. Cavaliere made a motion to approve the Cambridge definition "Something, such as a swimming pool or shopping center that is intended to make life more pleasant or comfortable for the people in a community, golf course, hotel, or other place". Second by Mr. Geier. Mr. Klosky opposed. Motion carried 4-1.*

## **FY17 Transfer from SBA Debt Account to Operating Account and Resolution**

Staff recommended the Board transfer the remaining balance from the SBA Debt Account of \$914,150.58 to the BBRD Operating Account and close out the SBA account.

General Counsel read the resolution:



# BAREFOOT BAY RECREATION DISTRICT

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; AUTHORIZING THE TRANSFER OF REMAINING BALANCE FROM THE DISTRICT'S STATE BOARD OF ADMINISTRATION DEBT ACCOUNT TO THE DISTRICT'S OPERATING ACCOUNT; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

*Mr. Klosky made a motion to approve the resolution to transfer the balance of the SBA Debt Account to Operating Account and close out the SBA account. Second by Mr. Geier. Motion carried unanimously.*

## **General Fund Transfer from SBA CIP Account to Operating Account and Resolution**

Staff recommended the transfer of the remaining balance from SBA Capital Improvement Account of \$678,664.26 to the BBRD Operating Account and approve closing out the SBA Capital Improvement Account.

General Counsel read the resolution:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; AUTHORIZING THE TRANSFER OF REMAINING BALANCE FROM THE DISTRICT'S STATE BOARD OF ADMINISTRATION CAPITAL IMPROVEMENT ACCOUNT TO THE DISTRICT'S OPERATING ACCOUNT; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

*Mr. Lavier made a motion to approve the resolution to transfer of the remaining balance from SBA Capital Improvement Account to the BBRD Operating Account and approve closing out the SBA Capital Improvement Account. Second by Mr. Klosky. Motion carried unanimously.*

## **Violations Committee Member Appointment**

Board approved the reappointment of current Violations Committee member Mary Firlein.

*Mr. Klosky made a motion to approve reappointing Ms. Mary Firlein on the Violation's committee. Second by Mr. Lavier. Motion carried unanimously.*

## **Golf-Pro Shop Procedures**

The Board discussed Mr. Ernie Cruz's proposal containing the topics of defining membership, lottery system for players who do not get their requested tee times, limited group play, flexible green fee rates and nine-hole play as discussed at a prior workshop. Mr. Cruz also requested an assistant golf pro when he is not here in an effort to support continuity on the golf course.

*Mr. Cavaliere made a motion to accept Mr. Cruz's formal proposal and to add a include a full-time associate golf professional position to the FY18 proposed budget and to fund the position by increasing use of fund balance. Second by Mr. Geier. Motion carried unanimously.*

## **Stormwater Project Change Order #1**

M. Coffey presented a change order for a 16 inch riser in the amount of \$900.

*Mr. Klosky made a motion to confirm the Community Manager's approval of the change order amount of \$900. Second by Mr. Lavier. Motion carried unanimously.*



# BAREFOOT BAY RECREATION DISTRICT

## **Manager's Report**

### Finance

**Bank Switch Update** – Staff has established an Operating Account with Marine Trust & Bank and received its deposit slips, bank stamp and bank bags so deposit to new account will start on 08May17. The next step will be setting up online banking for staff and Trustees. Staff is currently working on signature forms on all SBA accounts to change bank account information. Also, staff is in the process of transferring the safety deposit box items to the new bank.

**Assessment Update** – As of 5May17, \$3,332,666.42 in gross receipts were received which represents 95% of the FY17 Budget.

### Resident Relations

#### **ARCC Update:**

- 2May17 ARCC Meeting: 26 permits were reviewed and approved
- The next ARCC meeting is on 16May17 in the new BFBHOA office.

#### **Violations Committee Update:**

- 28Apr17 Meeting: 33 cases were on the agenda 9 came into compliance prior to the meeting.
- The next meeting is scheduled for Fri., 12May17 at 10am in Bldg. D/E.

#### **Misc.**

- Brevard County Sheriff's office is giving warnings to vehicles that are parked on the street between the hours of 2-6am. Those who do not comply will be given parking tickets.
- DOR staff asks that residents remember to trim your trees/palms and pick up your yard prior to the arrival of storm season.

### Food & Beverage

**Mother's Day Brunch Update** – Tickets for Mother's Day brunch on 14May17 at Pool #1 are still available at the Lounge, the 19th Hole and Resident Relations.

**Father's Day Clam Bake Update** – Tickets go on sale Monday 22May17. Flyers with all the details are posted in our facilities and tickets may be purchased at the Lounge, the 19th Hole and Resident Relations.

The 19th Hole will be closed for air conditioning repairs and a new carpet installation from Tues., 30May17 through Thurs., 15Jun17.

### Golf-Pro Shop

#### **May Tournament Updates:**



# BAREFOOT BAY RECREATION DISTRICT

- HOA event was a big league success. Over \$3,800 was raised for the HOA and the Pro Shop sold over \$1,250 in merchandise.
- 3<sup>rd</sup> Annual Employee Tournament is 20May17 (8:30 Shotgun)

Call or stop by the Pro Shop for more information about any of the tournaments, tee times or merchandise specials.

## **Special Projects**

- Course aerified on 1&2May17
- Grant Projects
  - Wall on 8 started 2May17 (ground cover restoration still to be done)
  - Range upgrade will begin 15May17 (tee box and hitting cage)
- Grant Request for Junior Golf Camp was approved for \$3,425 and needs Chairman Diana's signature. Board consensus to have Mr. Diana sign the grant proposal.
- Researching experts for irrigation repairs evaluation
- Soliciting quotes for pump house installation

## Property Services

### **Routine Work Update:**

- Installed new smoking areas at pools 2 and 3 outside the gate

### **Special Projects Update:**

- Installed new retaining wall behind #8 green. Filled and graded area. Installed crushed concrete drive paths
- Stormwater projects began on 25May17. The Tamarind piping part of the project was completed on 8May17. The contractor is now working on the Cherokee Court piping portion of the project. Grading and restore portions will follow to complete the projects.
- Beach Project:
  - Grubbing, berm, irrigation and sodding contractor will begin mobilizing within the next 2-3 weeks. Snipe signs and other means of conveyance will be used to notify residents of the closure.
  - Pervious driving and parking areas will be completed in-house after the berm is completed. Beach will remain closed during this work.
  - Handicap parking spaces and CCTV system will then be installed. Beach will remain closed until concrete work is completed and then will re-open.
  - CPI \$60,000 50% grant scope of work modification request was denied by NOAA and the grant was subsequently terminated.
  - Staff will place an agenda memo on a future BOT meeting to discuss whether the BOT wishes to continue to pursue the \$200,000 50% match LWCF beach grant given resident's top priorities do not qualify for reimbursement.

## General



# BAREFOOT BAY RECREATION DISTRICT

**Building A Roof Replacement RFP Update** – No proposals were received by the deadline of 3May17. Staff requests direction whether the BOT wishes to re-advertise the RFP or solicit bids. Board consensus for staff to proceed with solicitation of bids.

**Selection of New Insurance Broker** – Staff has determined it is in the best interest of BBRD to obtain a new insurance broker (firm that solicits proposals from insurance companies and provides services to BBRD and employees throughout the year. BBRD does not pay for the services. The broker is compensated by commissions paid from the insurance companies the BOT elects to use.). Staff requests direction whether the BOT wishes to interview brokers or allow staff to select a new broker. Board consensus for staff to proceed with selection of brokers.

**Old Community Center \$400,000 50% match LWCF grant Reimbursement Update** – Staff submitted reimbursement paperwork for \$198,222 in early 2016 and have battled DEP over the last 1.5 years. Due to administrative rule changes, DEP now says our reimbursement is only going to be approximately \$150,000. Since appealing to our elected officials did not help (they did not even bother to acknowledge receipt of my letters), I have instructed the grant writer to put together the paperwork to receive the \$150,000. The closeout request paperwork will not be ready for my signature until next week so if you want me to proceed with a different course of action please advise. Board consensus for Community manager to proceed with the grant reimbursement request.

## District Clerk

**BBRD Community Art Program Update** – New exhibits are displayed in Building A which are available for purchase.

**3<sup>rd</sup> Annual Employee Picnic Update** – The Department Managers and Community Manager fed over 50 employees and guests as their way of saying thank you for staff's hard work during the busy winter season.

## **Attorneys Report**

General Counsel reported on the status of House Bill 0905 on Trustee Term Limits which passed on May 4, 2017. The Board will now need to call for a referendum to change the Charter for placement on the ballot in November. The deadline for submission to the Supervisor of Elections office is September 1, 2017. DOR Violation update on 823 Wren Circle and 628 Marlin Circle, both have come into compliance prior to taking any legal action.

## **Incidental Trustee Remarks**

Mr. Cavaliere reminded the residents that as property owners we pay for our amenities with our assessments fee, Barefoot Bay is a lifestyle. Even though the golf course may lose revenue at times it adds value to all our properties and that is what is important.

Mr. Diana clarified that when he uses the term 'our Bay' he is including our long term residents, seasonal, renters, etc. He reiterated that Barefoot Bay is a lifestyle and we are all part of the Barefoot Bay family.



# BAREFOOT BAY RECREATION DISTRICT

Mr. Geier and the rest of the Trustees wished all the mothers in Barefoot Bay a very Happy Mother's Day.

## **Adjournment**

The next meeting will be on May 23, 2017 at 7PM in Building D/E.

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

Meeting adjourned 3PM.

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Joe Klosky, Secretary

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Dawn Myers, District Clerk

# Treasurer's Report

# Barefoot Bay Recreation District

## Treasurer's Report

May 23, 2017

### Cash Balances in General Fund

as of 5/15/2017

#### *Bank of America:*

Operating Account	\$	892,055.87
Money Market Account	\$	105,629.07

**Total Cash Balances @BOA in General Fund: \$ 997,684.94**

#### *SBA:*

as of 5/15/2017

Capital Improvement Account	\$	678,664.26
Reserve Account	\$	554,284.01

**Total Cash Balances @SBA in General Fund: \$ 1,232,948.27**

**Total Cash Balances in General Fund: \$ 2,230,633.21**

### Cash Balance in Debt Fund

as of 5/15/2017

#### *SBA:*

Debt Account	\$	914,150.58
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**Total Cash Balance in Debt Fund: \$ 914,150.58**

\* Participant Return for SBA in April 2017 was 1.10%

**Total Cash Balances in All Funds: \$ 3,144,783.79**

### Total Daily Deposits and Assessments Rec'd (from County Only) from May 1 to May 14, 2017:

Daily deposits:	\$	69,235.52
Assessments received (from County only):	\$	71,906.59
	\$	141,142.11

### Expenditures over \$5,000 from May 1 to May 14, 2017:

<u>Vendor</u>	<u>Description</u>	<u>Check Amount</u>
Employees	Employees Salaries and Wages 5/4/17	\$ 67,735.66
Federal and State Payroll Taxes	Employer Tax Liabilities 5/4/17	\$ 5,579.52
Special District Services	Management Fee April 2017	\$ 11,748.21
ABM Landscape & Turf Services	Golf course, softball field, lawn bowling	\$ 37,954.84
Gray Robinson	Legal Fees April 2017	\$ 13,856.72
Preferred Government Insurance	Worker Comp installment payment	\$ 5,844.08
<b><u>Total of Expenditures over \$5,000</u></b>		<b><u>\$ 142,719.03</u></b>

Barefoot Bay Recreation District  
 Monthly Summary - BOT Monthly Summary Treasurer Report  
 From 10/1/2016 Through 4/30/2017

	10/1/2016 - 10/31/2016	11/1/2016 - 11/30/2016	12/1/2016 - 12/31/2016	1/1/2017 - 1/31/2017	2/1/2017 - 2/28/2017	3/1/2017 - 3/31/2017	4/1/2017 - 4/30/2017	Total
<b>Revenues</b>								
Daily Revenue/Deposits	380,966.21	182,991.18	223,961.43	267,170.00	219,863.85	265,916.20	194,382.57	1,735,251.44
Assessments	<u>200.00</u>	<u>973,421.36</u>	<u>1,511,155.27</u>	<u>152,048.69</u>	<u>192,236.64</u>	<u>143,298.82</u>	<u>291,146.37</u>	<u>3,263,507.15</u>
<b>Total Revenues</b>	<u>381,166.21</u>	<u>1,156,412.54</u>	<u>1,735,116.70</u>	<u>419,218.69</u>	<u>412,100.49</u>	<u>409,215.02</u>	<u>485,528.94</u>	<u>4,998,758.59</u>
<b>General Fund Expenditures</b>								
<b>Payroll</b>								
Salaries & Wages	73,534.43	125,874.95	205,161.83	146,714.79	138,425.74	135,708.57	135,473.99	960,894.30
Other Pay & Benefit	2,943.48	2,224.85	3,233.11	2,672.99	2,854.99	3,918.03	3,100.92	20,948.37
Payroll Taxes	5,913.20	9,925.82	16,117.56	14,505.27	13,036.23	12,067.96	9,825.01	81,391.05
Payroll Fees	<u>990.66</u>	<u>1,030.28</u>	<u>1,323.35</u>	<u>2,144.30</u>	<u>1,837.68</u>	<u>362.34</u>	<u>769.33</u>	<u>8,457.94</u>
<b>Total Payroll</b>	<u>83,381.77</u>	<u>139,055.90</u>	<u>225,835.85</u>	<u>166,037.35</u>	<u>156,154.64</u>	<u>152,056.90</u>	<u>149,169.25</u>	<u>1,071,691.66</u>
<b>Professional Expenses</b>								
SDS	13,916.00	11,650.57	17,273.07	11,800.26	11,698.96	11,650.28	11,748.21	89,737.35
Gray Robinson	14,514.82	13,307.39	8,780.84	13,950.82	11,265.00	16,252.32	13,856.72	91,927.91
Other Prof. Fees	<u>11,261.70</u>	<u>20,005.70</u>	<u>18,314.29</u>	<u>22,438.45</u>	<u>7,306.90</u>	<u>8,086.90</u>	<u>7,530.83</u>	<u>94,944.77</u>
<b>Total Professional Expenses</b>	<u>39,692.52</u>	<u>44,963.66</u>	<u>44,368.20</u>	<u>48,189.53</u>	<u>30,270.86</u>	<u>35,989.50</u>	<u>33,135.76</u>	<u>276,610.03</u>
<b>Insurance</b>								
Employees Health, Dental & Life	14,822.13	19,186.57	12,413.92	14,710.59	14,710.59	14,113.30	14,116.70	104,073.80
Liabilities Ins.	18,715.50	11,890.50	12,809.50	11,890.50	11,890.50	11,890.50	11,890.50	90,977.50
Worker Comp. Ins.	<u>17,732.25</u>	<u>5,844.08</u>	<u>5,844.08</u>	<u>7,332.08</u>	<u>5,844.08</u>	<u>5,844.08</u>	<u>5,844.08</u>	<u>54,284.73</u>
<b>Total Insurance</b>	<u>51,269.88</u>	<u>36,921.15</u>	<u>31,067.50</u>	<u>33,933.17</u>	<u>32,445.17</u>	<u>31,847.88</u>	<u>31,851.28</u>	<u>249,336.03</u>
<b>Utilities</b>								
Telephone, Internet & Cable	6,097.23	3,583.47	3,822.29	2,450.51	1,798.29	3,049.41	2,324.00	23,125.20
Electricity - FPL	6,869.79	6,723.99	6,851.53	7,206.76	6,707.13	7,822.60	7,103.99	49,285.79
Propane	919.45	2,225.80	2,756.42	3,199.64	2,140.05	2,951.13	1,611.79	15,804.28
Water & Sewer	3,248.64	3,902.97	3,357.29	3,713.81	3,433.57	3,843.95	0.00	21,500.23
Garbage & Recycling	1,846.75	3,580.23	2,079.62	2,086.42	1,882.06	2,173.39	2,011.34	15,659.81
Portable Toilets	<u>709.06</u>	<u>572.90</u>	<u>573.89</u>	<u>670.92</u>	<u>576.17</u>	<u>878.07</u>	<u>576.42</u>	<u>4,557.43</u>
<b>Total Utilities</b>	<u>19,690.92</u>	<u>20,589.36</u>	<u>19,441.04</u>	<u>19,328.06</u>	<u>16,537.27</u>	<u>20,718.55</u>	<u>13,627.54</u>	<u>129,932.74</u>
<b>Operations</b>								
Music and Entertainment	5,330.00	6,365.00	8,315.00	8,700.00	6,780.00	9,770.00	6,330.00	51,590.00
Cost of Sales	<u>33,681.84</u>	<u>27,010.42</u>	<u>50,370.43</u>	<u>55,621.16</u>	<u>44,093.40</u>	<u>72,744.42</u>	<u>50,140.37</u>	<u>333,662.04</u>
<b>Total Operations</b>	<u>61,258.57</u>	<u>58,117.91</u>	<u>80,779.98</u>	<u>86,406.56</u>	<u>69,868.90</u>	<u>106,284.43</u>	<u>72,685.67</u>	<u>535,402.02</u>
<b>Repairs and Maintenance</b>								
Golf Course - ABM	36,252.13	36,252.13	36,252.13	72,504.26	36,252.13	0.00	36,252.13	253,764.91
Canal/Lake	479.00	0.00	0.00	0.00	0.00	1,288.00	0.00	1,767.00
Other R&Ms	<u>25,714.26</u>	<u>24,692.42</u>	<u>14,202.11</u>	<u>28,456.68</u>	<u>26,759.82</u>	<u>13,628.80</u>	<u>11,716.90</u>	<u>145,170.99</u>
<b>Total Repairs and Maintenance</b>	<u>62,445.39</u>	<u>60,944.55</u>	<u>50,454.24</u>	<u>100,960.94</u>	<u>63,011.95</u>	<u>14,916.80</u>	<u>47,969.03</u>	<u>400,702.90</u>
<b>Stormwater Loan Expenditures</b>								
Loan Principal	2,624.44	2,619.96	2,633.59	2,629.73	2,633.94	2,664.08	2,643.65	18,449.39
Loan Interest	<u>274.20</u>	<u>278.68</u>	<u>265.05</u>	<u>268.91</u>	<u>264.70</u>	<u>234.56</u>	<u>254.99</u>	<u>1,841.09</u>
<b>Total Stormwater Loan Expenditures</b>	<u>2,898.64</u>	<u>2,898.64</u>	<u>2,898.64</u>	<u>2,898.64</u>	<u>2,898.64</u>	<u>2,898.64</u>	<u>2,898.64</u>	<u>20,290.48</u>
Property Taxes	0.00	15,711.48	14,919.34	1,005.36	0.00	0.00	0.00	31,636.18
Bank Fees	1,085.88	4,030.11	2,305.40	2,286.20	3,069.54	2,710.70	2,816.03	18,303.86
Capital Expenses	31,732.73	23,227.28	10,129.87	13,798.50	21,364.49	2,278.92	7,593.00	110,124.79
Other Misc. Expenditures	36,204.39	67,655.35	152,381.07	33,974.14	38,243.01	28,373.07	22,899.79	379,730.82
Transfer to Debt Service Fund	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>430,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>430,000.00</u>
<b>Total General Fund Expenditures</b>	<u>389,660.69</u>	<u>474,115.39</u>	<u>634,581.13</u>	<u>938,818.45</u>	<u>433,864.47</u>	<u>398,075.39</u>	<u>384,645.99</u>	<u>3,653,761.51</u>
<b>Debt Service Fund Expenditures</b>								
Debt Service Principal	0.00	0.00	58,768.86	695,892.89	0.00	0.00	0.00	754,661.75
Debt Service Interest	<u>0.00</u>	<u>0.00</u>	<u>1,296.11</u>	<u>43,265.16</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>44,561.27</u>
<b>Total Debt Service Fund Expenditures</b>	<u>0.00</u>	<u>0.00</u>	<u>60,064.97</u>	<u>739,158.05</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>799,223.02</u>

# Audience Participation Agenda items only

# Unfinished Business

# New Business

## Board of Trustees Meeting Agenda Memo

Date: May 23, 2017

**Title: FY18 Proposed Budget Mailout**

Section & Item: 9A

Department: Office of District Clerk

Fiscal Impact: Approximately \$2,000 plus postage

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

Attachments: Draft mailout and excerpt from Policy Manual

Reviewed by  
General Counsel: N/A

Approved by:



### Requested Action by BOT

Approve FY18 Proposed Budget Mailout and announce date/time of Public Hearings for adoption of FY18 Assessment Rate and Budget.

### Background and Summary Information

BBRD Policy Manual requires the BOT to adopt a proposed draft budget for mail out to homeowners at the 2<sup>nd</sup> regular meeting in May.

The FY18 Proposed Budget was developed based upon

- BOT review and modification of the FY18-22 Five-Year Financial Model and Capital Improvement Plan in January
- BOT review and modification of the FY18 Working Draft Proposed Budget during three workshops and BOT meeting

The FY18 Proposed Budget is balanced at \$6,223,707 with the following revenue augmentations:

- \$167,308 Use of fund balance
- \$87,822 Increase monthly assessment by \$1.50
- \$3,500 Increase monthly renters social membership fee by \$5
- \$1,500 Increase annual renter social membership renewal fee by \$25
- \$122,400 Increase one-time social membership fee by \$255
- \$14,240 Increase vehicle storage fees by 10%
- \$23,067 Increase golf membership fees by 10%
- \$7,385 Increase golf course private cart fee by 10%
- 2.5% Food & Beverage price increase

The FY18 Proposed Budget contains the following Decision Points and R&M/Capital projects:

- \$959 MS Office 365 for Senior Staff
- \$7,425 Summer Intern (Records Retention)
- \$2,690 Florida Association of Special Districts (FASD) Annual Conference (2 trustees)
- (\$4,000) Delete ARCC Volunteer inspectors' stipend
- \$41,141 Associate Golf Professional
- \$15,000 Additional Golf R&M Budget
- \$4,680 P. S. Radio System
- \$2,200 Lawn Bowling & Softball Field Annual Over Seeding and Nematode Treatment

- \$70,000 Upgrade Elec. Infrastructure in Bldg. A, Ph. 3
- \$150,000 Replace Bldg. F, Ph. 1
- \$18,000 Additional Parking Lights (Shopping Ctr.)
- \$31,000 Extend Pavers (west of Lounge)
- \$60,000 Replace Pool #1 Pit (Salt Water Sys.)
- \$32,000 Replace Lounge Roof
- \$10,000 Sun Shades (west side of Lounge)
- \$20,000 New Awning/Panels (west of Lounge)
- \$17,000 Replace 2002 Mid-Size Truck
- \$15,000 Replace Heavy Duty Utility Cart
- \$27,600 Replace 3 golf carts (Prop. Services)
- \$30,500 Replace Lawnmower
- \$75,000 4 Pickle Ball Courts
- \$30,000 Golf Bunker Restoration, Ph. 3
- \$90,000 Golf Lake Bank Restoration, Ph. 6
- \$22,500 Miniature Golf (grant funded)
- \$13,500 D/E Emergency Backup Generator
- \$75,000 Beach Projects, Ph. 3 (50% grant)

Staff recommends the BOT approve the Proposed Budget Mailout as attached and announce 7pm in Building D/E on 27Jun17 as the public hearings for the budget and assessment adoption.



**Barefoot Bay Recreation District  
Proposed Budget - General Fund  
Fiscal Year 18 (10/01/2017 – 9/30/2018)**

The FY18 Proposed Budget is based on an assessment rate of **\$738.00**  
**(\$61.50/month)** per year per lot.

	<b>FY 16 Actual</b>	<b>FY17 Original Budget</b>	<b>FY 17 Est. Year-end</b>	<b>FY 18 Base Budget</b>	<b>FY 18 Decision Points</b>	<b>FY 18 Proposed Budget</b>
<b>Revenues/Sources</b>						
Administration	3,592,467	3,539,085	3,556,489	3,538,975	87,822	3,626,797
Resident Relations	91,203	89,709	94,019	87,100	-	87,100
Food & Beverage	927,485	905,329	970,899	995,424	-	995,424
Golf-Pro Shop	629,506	826,306	616,338	617,761	30,452	648,213
Property Services	257,845	260,000	249,500	245,000	127,400	372,400
Vehicle Storage	127,676	147,590	145,790	147,162	14,240	161,402
Shopping Center	124,797	114,435	92,024	115,063	-	115,063
Stormwater	165,000	-	-	-	-	-
R&M/Capital Projects*	-	287,000	198,222	50,000	167,308	217,308
<b>Total Revenues/Sources</b>	<b>5,915,979</b>	<b>6,169,454</b>	<b>5,923,281</b>	<b>5,796,485</b>	<b>427,222</b>	<b>6,223,707</b>
<b>Expenditures/Uses</b>						
Administration	1,637,501	1,751,345	1,653,479	1,256,953	11,074	1,268,027
Resident Relations	311,964	350,718	350,653	421,857	(4,000)	417,857
Food & Beverage	988,576	968,578	993,332	1,023,085	-	1,023,085
Golf-Pro Shop	837,826	922,505	911,279	848,962	56,141	905,103
Property Services	1,306,326	1,351,890	1,339,386	1,388,869	6,880	1,395,749
Vehicle Storage	17,097	18,579	15,095	15,602	-	15,602
Shopping Center	31,027	40,469	32,127	32,100	-	32,100
Stormwater	111,862	70,870	196,934	54,084	-	54,084
R&M/Capital Projects*	313,395	694,500	1,005,810	50,000	1,062,100	1,112,100
<b>Total Expenditures/Uses</b>	<b>5,555,573</b>	<b>6,169,454</b>	<b>6,498,095</b>	<b>5,091,512</b>	<b>1,132,195</b>	<b>6,223,707</b>
					<b>surplus/deficit</b>	<b>-</b>

\* Indicates Grant Department was closed at end of FY16 and FY16 expenditures are combined into R&M/Capital Department for said fiscal year.

**FY18 contains the following revenue increases:**

- \$167,308 Use of fund balance
- \$87,822 Increase monthly assessment by \$1.50
- \$3,500 Increase monthly renters social membership fee by \$5
- \$1,500 Increase annual renter social membership renewal fee by \$25
- \$122,400 Increase one-time social membership fee by \$255
- \$14,240 Increase vehicle storage fees by 10%
- \$23,067 Increase golf membership fees by 10%
- \$7,385 Increase golf course private cart fee by 10%
- 2.5% Food & Beverage price increase

**The public hearing to set the Assessment will be held  
on June 27, 2017, Building D&E at 7:00pm**

<b>Revenues</b>		401 A Benefit	21,351
District Assessment Fee	3,600,702	Medical/Dental/Life Insurance	217,448
Recreation Fees	372,400	Payroll Fees	17,145
Guest Passes	68,200	Professional Fees	66,320
Golf Memberships	253,737	Legal Fees	148,505
Non Resident Golf Initiation Fees	650	Management Fees	157,500
Fleet Golf Cart Rentals	90,500	Management Fees/Tax Roll	5,000
Private Golf Cart Fees	81,239	Accounting & Auditing Fees	31,000
Handicap Fees	6,237	Software Renewal/Support Fees	22,389
Golf Club Storage	500	Operating Supplies	58,693
Practice Range	1,980	Cleaning Supplies	26,715
Greens Fees	133,800	Chlorine	28,113
Golf Rental Equipment	1,350	Chemicals	1,500
Merchandise Sales	76,000	Beverage Supplies	7,590
Beverage Sales	678,198	Paper Supplies	9,503
Food Sales	313,008	Small Tools & Hardware	7,185
Building Rentals	6,000	Fuel	21,006
DOR Enforcement Fees	9,300	Collection Fees	71,243
Grants and Loans	50,000	Collection Discounts	117,900
Interest Income	6,500	Property Taxes	34,119
Miscellaneous Income Golf	600	ICMA Retirement	1,000
Vending Machine Income	1,350	Employee Incentive	58,718
Sales Tax Discounts	360	Employee Recruitment	7,206
Delinquent Fee Collections	6,280	Lien & Recording Fees	2,760
Lien Fee Reimbursement	2,250	Travel & Training	22,645
Legal Fee Recovery	2,079	Telephone, Internet, Cable	36,038
Postage Revenue	266	Postage	8,845
Ins. Proceeds (reimbursements)	5,000	Utilities/Electrical	85,663
Proceeds from Sale of Fixed Assets	2,850	Utilities/Propane	20,060
Misc. Income General	9,838	Utilities/Water	33,877
Vehicle Storage Income	156,240	Utilities/Solid Waste-Garbage	26,409
Kayak Storage Income	3,922	Utilities/Portable Toilets	6,100
Leasing Income	89,698	HOA Utilities	3,840
Common Area Maint. Income	14,742	Equipment Leasing	50,056
Real Estate Taxes Income	10,623	Uniform Leasing	5,560
Use of Fund Balance	167,308	Insurance	151,000
<b>Total Revenues:</b>	<b>6,223,707</b>	Resident Activities	2,900
<b>Expenditures</b>		Workers Comp. Insurance	75,757
F/T Salaries	1,085,113	Access System Service Fee	3,238
P/T Wages	748,955	Licenses, permits & lien fees	1,800
Overtime	4,341	Printing	3,705
Special Pay	4,409	Advertising	6,659
Payroll Taxes	165,883	Employee Clothing Allowance	9,119

Bank Charges	31,200
Dues & Subscriptions	15,603
DOR Enforcement Expenses	2,300
Election Expenses	10,000
Golf Course Maintenance	448,077
R & M Misc	23,480
R & M Buildings	56,770
R & M Grounds	142,730
R & M Equipment	49,405
R & M Pools	9,000
Vehicle Maintenance	6,350
Canal/Lake Restoration	1,000
Contingency	79,012
Music & Entertainment	65,324
Food Costs of Sales	150,245
Beverage Costs of Sales	248,205
Soft Drinks & CO <sub>2</sub>	34,641
Merchandise Cost of Sales	51,000
Miscellaneous Expenditures	600
Debt Service Principal	31,603
Debt Service Interest	3,181
R&M Projects	275,000
Capital projects	787,100
<b>Total Expenditures:</b>	<b>6,223,707</b>

**Non-Capital Decision Point Summary:**

MS Office 365 for Senior Staff	959
Summer Intern (Records Retention)	7,425
Florida Association of Special Districts (FASD) Annual Conference (2 trustees)	2,690
Delete ARCC Volunteer inspectors' stipend	(4,000)
Associate Golf Professional	41,141
Additional Golf R&M Budget	15,000
P. S. Radio System	4,680
Lawn Bowling & Softball Field Annual Over Seeding and Nematode Treatment	2,200
<b>Total Expenditure Non-Capital D.P.s</b>	<b>70,095</b>

**Repair & Maint. Project Summary:**

Removal of Undesirable Homes	100,000
Replace Damaged Concrete	25,000
Replace Concrete & Pavers (Lounge)	55,000
Replace Sidewalks (D/E/19th Hole)	21,000
Relocate Heater (Pool #1)	44,000
Replace Golf Cart Paths, Ph. 3	20,000
Christmas Decorations, Ph. 1	10,000
<b>Sub-Total:</b>	<b>275,000</b>

**Capital Project Summary:**

Upgrade Elec. Infrast. in Bld. A, Ph. 3	70,000
Replace. Bldg. F, Ph. 1	150,000
Add. Parking Lights (Shopping Ctr.)	18,000
Extend Pavers (west of Lounge)	31,000
Replace Pool #1 Pit (Salt Water Sys.)	60,000
Replace Lounge Roof	32,000
Sun Shades (west side of Lounge)	10,000
New Awning/Panels (west of Lounge)	20,000
Replace 2002 Mid-Size Truck	17,000
Replace Heavy Duty Utility Cart	15,000
Replace 3 golf carts (Prop. Services)	27,600
Replace Lawnmower	30,500
4 Pickle Ball Courts	75,000
Golf Bunker Restoration, Ph. 3	30,000
Golf Lake Bank Restoration, Ph. 6	90,000
Miniature Golf (grant funded)	22,500
D/E Emergency Backup Generator	13,500
Beach Projects, Ph. 3 (50% grant)	75,000
<b>Sub-Total:</b>	<b>787,100</b>

**FY18 Personnel Summary (FTEs):**

Full-time	31.00
Part-time	37.04
<b>Total Positions:</b>	<b>68.04</b>





Mr. & Mrs. Happy Home Owner  
1313 Mocking Bird Lane  
Barefoot Bay, FL 32976

For a complete department by department line-item budget, please go to <http://bbrd.org/wp-content/uploads/FY18-Proposed-Budget-Line-Items-09May17.pdf> or stop by Building F for a paper copy.

Please direct any questions to:  
John W. Coffey, BBRD Community Manager  
772.664.3141  
jcoffey@bbrd.org

or  
Kimi Cheng, CGFO, Finance Manager  
772.664.3141  
kimicheng@bbrd.org

Barefoot Bay Recreation District Policy Manual  
GENERAL FINANCIAL POLICIES

**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.<sup>36</sup>

**Receiving and Approving Goods and Services**

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

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

**Services Performed on BBRD Property**

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

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

Barefoot Bay Recreation District Policy Manual  
GENERAL FINANCIAL POLICIES

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.<sup>37</sup>

#### **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.

## Board of Trustees Meeting Agenda Memo

Date: May 23, 2017  
**Title: Census/Survey Findings**  
Section & Item: 9B  
Department: Office of District Clerk  
Fiscal Impact: N/A  
Contact: Dawn Myers, District Clerk; John W. Coffey, Community Manager  
Attachments: N/A  
Reviewed by  
General Counsel: N/A  
Approved by:



### Requested Action by BOT

Review and direction to staff regarding findings of census/survey.

### Background and Summary Information

On 25Oct17, the BOT authorized three residents to develop and implement a census/survey of residents using badge renewal and other means of obtaining voluntary completion of said instruments by a member of each household.

Roger Compton of the BFBHOA will provide a presentation at the meeting regarding said findings.

Staff requests direction regarding the impact of the results of the census/survey.

## Board of Trustees Meeting Agenda Memo

Date: May 23, 2017  
Title: **Revised Emergency Management Plan Adoption**  
Section & Item: 9C  
Department: Office of District Clerk  
Fiscal Impact: N/A  
Contact: Dawn Myers, District Clerk; John W. Coffey, Community Manager  
Attachments: Draft Revised Emergency Management Plan  
Reviewed by  
General Counsel: N/A  
Approved by:



### Requested Action by BOT

Review and adoption of revised Emergency Management Plan.

### Background and Summary Information

On 29Jul14, the BOT adopted an Emergency Management Plan developed by staff. After Hurricane Matthew, staff conducted an after-action debrief and identified 16 areas of improvement that is incorporated into the revised draft.

Significant changes include

- closure of offices, buildings and amenities a day sooner than originally planned due to the large number of employees who evacuated from BBRD
- Improved pre and post community-wide communications for residents
- Enhanced storm preparation material procurement

Staff recommends the BOT adopt the Revised Emergency Management Plan as attached.



# Barefoot Bay Recreation District

## Emergency Management Plan

*“Planning for events no one wishes to experience”*

Updated draft (of document originally approved by the BBRD Board of Trustees on 29 July 2014)  
presented to the BOT on 23May17

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## PURPOSE

This manual is intended to provide staff with a procedural framework to operate in leading up to, during and after an unplanned event that has the potential to dramatically impact the normal operations of BBRD. Additionally, this document provides the Board of Trustees, residents and other concerned individuals with an understanding of staff's level of preparation and planned activities during an emergency. Although the range of possibilities is virtually unlimited of how nature or humans could disrupt the normal operations of BBRD, the most probable are covered within this document. Given BBRD's location, the primary focus of this document will address the impact of hurricanes and tropical storms, although other potential events will also be addressed.

Each department contributed to this planning document, specifically their responsibilities, but also to the overall scope and plan. Although BBRD operates with a management team approach, in the event of an emergency a top down decision making model will be used for critical decision making. The highest ranking employee on scene will assume operational decision making authority in the unlikely event of a sudden onset of an event. Said hierarchy (Community Manager and designees in order of authority) is established as follows:

1. Community Manager
2. Resident Relations Manager
3. District Clerk and/or Property Services Manager

Every attempt will be made to keep the individual Trustees and residents informed and up-to-date but the BBRD senior management will manage the situation until the event is over and a normalized operational tempo is resumed. BBRD emergency purchasing policy will govern procurements made immediately before during or after an event.

Additionally, this document will serve as the basis of determining when BBRD facilities are closed and re-opened in the event of emergencies. The overall safety of BBRD residents and staff will be the primary basis of determining when facilities are closed and re-opened given parameters set out within this document.

### 2017 REVISIONS

Although planning is essential to handling emergency situations, no one can foresee all circumstances an organization and/or community will face. Staff relied heavily upon this document during the preparation, event management and cleanup/restoration of Hurricane Matthew in 2016. As part of the debrief after the event several lessons learned items were identified and later incorporated into this document. A listing of the specific lessons learned are provided as Appendix A at the end of the document. Through the document specific sections were amended using the underline strike-through method so the BOT could see the additions prior to their adoption of the revised plan. Subsequent to the formal adoption, said underline strike through formatting will be removed for ease of readability.

## OVERALL DEPARTMENTAL RESPONSIBILITIES

The following section provides (staff, Trustees, residents and/or other concerned individual) an understanding of the specific responsibilities and actions each manager is responsible for immediately before during or after an event. However, in the event of an absence of any key individual, other BBRD managers and/or personnel may be authorized by the Community Manager or her/his designee to act accordingly until operations are normalized.

### Administration

#### 1. Community Manager

The Community Manager or his designee is responsible for coordination of all BBRD activities and to ensure department managers or their designees have adequate resources necessary to conduct their required functions covered under this document and other BBRD documents (Policy Manual, Employee Handbook, etc.). Pre-event responsibilities include:

- Hold mandatory all-hands employee meetings at start of June each year to brief new employees and remind existing employees of roles and responsibilities.
- Coordinate annual pre-hurricane cross-department team building event to be held in the summer
- Coordination of emergency management plan implementation with modifications to pre-established time lines as warranted by current and forecasted conditions
- Authorize the cancellation of previously approved vacation leave of BBRD personnel as required
- Monitor Brevard County Emergency Management communications, advisories and resident evacuations
- Establish closure dates and times for BBRD facilities
- Advise Trustees and other governmental agencies of the status and plans of BBRD per the Emergency Management plan protocol
- Work with the District Clerk in developing public information releases and resident communications
- Work with the Finance Manager to prepare emergency post-event procurement and vendor payment system if BBRD servers are non-operational

Post-event responsibilities include:

- Conduct immediate assessment of BBRD facilities regarding damage
- Authorize the re-call of “pre/post-disaster essential personnel” and the later re-call of “non-essential personnel” as conditions and work load requires
- Work with Finance Manager to ensure emergency procurement and vendor payments abides by BBRD Policy.
- Coordinate with other governmental agencies regarding the recovery and re-establishment of daily life for BBRD residents.

The Community Manager is designated as an “essential personnel” and will be required to work hours beyond normal business hours and to shelter in place with other BBRD essential personnel

during a major Hurricane to be able to provide immediate post event disaster assessment and recovery services in cooperation with Brevard County and FEMA.

## 2. District Clerk

The District Clerk, as BBRD Records Custodian, is responsible for the maintenance of official paper and electronic records. The District Clerk and/or designee will serve as BBRD's Public Information Official in all emergencies. Her/his designees shall be the Resident Relations Manager and then Food and Beverage Manager (in case of absences of both District Clerk and Resident Relations Manager).

Pre-event responsibilities include:

- In the likelihood of an approaching Hurricane, she/he will instruct all BBRD personnel in the backup of data on computer hard drives to serversthe cloud, the relocation of critical IT hardware and paper documents to non-modular buildings, coordination of the IT vendor regarding IT systems shut down prior to an event
- Primary point of contact for inter-governmental agency communications
- Assisting Brevard County personnel, with aid of Property Services personnel, with evacuation efforts of BBRD residents.
- Primary point of contact for Trustee communications.
- Coordinate Department Managers photographic inventorying of offices and work areas and preservation of electric data and pictures in a single location on BBRD shared drive.
- Verify staff emergency contact information.
- Use of Mail Chimp bulk e-mail service to send residents timely updates on storm preparation and anticipated BBRD facilities closing dates/times (this may cause some other regular tasks to be deferred until after the event is concluded). This includes sending a reminder of BBRD hot line numbers to call after the event for updates.
- Supervision of on-site employees answering Bldg. F and hot line numbers to answer questions of residents regarding preparations and facilities closures.

Post-event responsibilities include:

- Coordinate the re-establishment of IT systems as soon as possible.
- Coordinate with Property Services personnel the return on critical paper documents to their respective offices as soon as feasible.
- Serve as immediate liaison to FEMA until Finance Manager returns to BBRD and then serves as her/his backup during absences from the office.
- Primary point of contact for inter-governmental agency communications
- Primary point of contact for Trustee communications
- Use of Mail Chimp bulk e-mail service to send residents timely updates on storm cleanup/recovery, anticipated BBRD facilities re-opening dates/times and other agency information as warranted.
- Supervise the employees assigned to answering BBRD hot line cell phones (i.e. provide updates as needed and coordinate shifts if needed). In 2016, many residents called seeking advice if roads in BBRD were clear before traveling home from shelters/motels/other accommodations.

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The District Clerk is designated as an “essential personnel” and will be required to work hours beyond normal business hours and to shelter in place with other BBRD essential personnel during a major Hurricane to be able to provide immediate post-event public information services in cooperation with Brevard County and FEMA.

### 3. Finance Manager

The Finance Manager is responsible for ensuring BBRD’s revenues and expenditures are properly accounted for and processed. Pre-event responsibilities include the following:

- Annually review financial processes to reduce use of paper in favor of electronic approval systems.
- Annually review all aspects of post event alternate financial system requirements and update as necessary.
- Annually verify sufficient boxes are on-site in the event of an emergency.
- Coordination of money handling department managers regarding the final pre-event accounting of cash/checks and charge slips and the re-establishment of cash handling operations after an event.
- Perform a photographic inventorying of offices and work areas and preservation of electric data and pictures in a single location on BBRD shared drive as instructed by the District Clerk.
- Closing down Finance Office operations, securing critical hardware and working with the District Clerk to move critical paper files to a non-modular BBRD building.
- Verify post-event alternate financial system assets are in working order.
- Verify staff emergency contact information.

Post event responsibilities include:

- Re-activate normal operations and coordinate with money handling departments the resumption of services to residents.
- Activating internal Finance Office contingency plans in the in the event of an emergency that disrupts normal financial systems (e-mail, availability of accounting software use, etc.) that will ensure the establishment and operations of a temporary procurement system that is properly designed to provide sufficient documentations and safe guards to prevent loss of funds through theft or negligence.
- Assume liaison position with FEMA regarding financial aid and reimbursements related to damage to BBRD property as a result of the event.

The Finance Manager is designated as a “pre/post-disaster essential personnel” and will be required to work hours beyond normal business hours pre and post storm events to manage BBRD finances and procurements. She/he will not be required to shelter in place with essential BBRD personnel but will be required to arrive on-site as soon as reasonably expected after a disaster occurs.

The following personnel are designated “pre/post-disaster essential personnel:”

- One Accounting Employee

### Resident Relations

The Resident Relations Manager is responsible for interactions with residents, DOR enforcement, RV Storage lot management, Shopping Center lease management, human resources coordination and serves as the back-up to the District Clerk during her/his absences. In the absence of the District Clerk, the Resident Relations Manager, unless serving in the capacity of acting Community Manager (during the absence of the Community Manager), will fulfill all requirements of the District Clerk as outlined within this document. Pre-event responsibilities include:

- Securing internal Resident Relations Building assets
- Securing personnel and records
- Perform a photographic inventorying of offices and work areas and preservation of electric data and pictures in a single location on BBRD shared drive as instructed by the District Clerk.
- Assisting Administration managers as needed.
- Verify staff emergency contact information.

Post-event responsibilities include:

- Re-establishment of Resident Relations office staff to address residents’ questions/requests
- Assisting Administration managers as needed.
- Work with DOR staff to conduct initial damage assessment of homes

The Resident Relations Manager is designated as a “pre/post-disaster essential personnel” and will be required to work hours beyond normal business hours pre and post storm events to manage BBRD Resident Relations activities and assist Administration personnel as needed. She/he will not be required to shelter in place with essential BBRD personnel but will be required to arrive on-site as soon as reasonably expected after a disaster occurs.

The following personnel are designated “pre/post-disaster essential personnel:”

- Community Enforcement Officer
- Code Enforcement Admin. Assistant

### Property Services

The Property Services Manager is responsible for all buildings, grounds and amenities (except the Golf Course) of BBRD. He/she is responsible for daily operations, emergency management planning and execution of tasks that protect BBRD buildings and properties. Pre-event responsibilities include:

- [Procure shed to consolidate emergency preparedness material storage \(one-time event planned for later in FY16\)](#)
- [Procure emergency backup generator for D/E \(within FY18 Budget\)](#)
- [Stock up on minor hurricane needs \(flash lights, batteries, tarps, etc. at start of hurricane season\)](#)

- [Purchase pallet of water at beginning of hurricane season](#)
- [Procure MRE type meals for in case of failure or destruction of D/E](#)
- [Procure additional first aid supplies \(for immediate post event needs\)](#)
- Securing buildings and amenities
- Ensure all vehicles and storage containers are full of fuel.
- Perform a photographic inventorying of offices and work areas and preservation of electric data and pictures in a single location on BBRD shared drive as instructed by the District Clerk.
- Mitigating wind-borne projectiles originating from BBRD common areas/amenities
- Relocating IT and critical paper records to secure areas per the direction of the District Clerk
- Assisting Brevard County and Space Coast Area Transit in evacuation assistance of residents at staging area (Building A).
- Prep Building D & E for essential personnel shelter in place.
- Verify staff emergency contact information.

Post-event responsibilities include:

- Aiding Brevard County personnel in clearing BBRD roads of debris and. Although the clearing of BBRD roads of limbs, debris and sharp objects is a responsibility of Brevard County, Property Services personnel will be prepared to lead in this activity of Brevard County is not able to execute its responsibilities.
- Securing BBRD buildings and amenities as a result of event damage
- Re-opening buildings and amenities per the direction of the Community Manager

The Property Services Manager is designated as an “essential personnel” and will be required to work hours beyond normal business hours and to shelter in place with other BBRD essential personnel during a major Hurricane to be able to provide immediate post event disaster assessment and recovery services in cooperation with Brevard County and FEMA. Additionally, the following personnel within the Property Services Department are “designated essential personnel:”

- One Maintenance employee
- One Custodial employee

All other Property Services personnel are designated “pre/post-disaster essential personnel:”

#### Food & Beverage

The Food & Beverage Manager is responsible for the operations of the Lounge, 19<sup>th</sup> Hole and special events (Pasta Night, Fish Fry, street dances, etc.). Pre-event responsibilities include:

- Coordinate with Community Manager the closure of facilities when required.
- Secure Food & Beverage facilities assets
- Consolidate refrigerated and frozen food and beverages in Building A units. Generators will be connected to freezer and refrigerator by Property Services personnel in the event of power outages after the storm passes.

- Perform a photographic inventorying of offices and work areas and preservation of electric data and pictures in a single location on BBRD shared drive as instructed by the District Clerk.
- Coordination with Property Services personnel of the installation of storm shutters on Food & Beverage buildings.
- Notify vendors of possible closure dates.
- Verify staff emergency contact information.

Post-event responsibilities include:

- Assess level of damage to assets within the Lounge and 19<sup>th</sup> Hole.
- Re-call staff based on operational needs
- If needed, provide meals and refreshments to BBRD staff and volunteers immediately following an event to increase morale and speed recovery efforts.
- Notify vendors of date of resumption of operations.
- Re-open facilities when instructed to by the Community Manager

The Food & Beverage Manager is designated as a “pre/post-disaster essential personnel” and will be required to work hours beyond normal business hours pre and post storm events. She/he will not be required to shelter in place with essential BBRD personnel but will be required to arrive on-site when notified after a disaster occurs.

#### Golf/Pro Shop

The Golf Operations Manager is responsible for all golf buildings, grounds, assets in addition to managing the golf course maintenance contract. Pre-event responsibilities include:

- Coordinates the closure of the Pro Shop and Golf Course per the Community Manager’s direction.
- Secures all Golf carts and works with golf course maintenance contractor to remove any items from the golf course that may become projectiles during high winds.
- Perform a photographic inventorying of offices and work areas and preservation of electric data and pictures in a single location on BBRD shared drive as instructed by the District Clerk.
- Works with Pro Shop Manager to coordinate the transfer of Pro Shop IT assets to D&E Building and securing all merchandise/assets within the Pro Shop prior to Property Services personnel securing the building.
- Verify staff emergency contact information.

Post-event responsibilities include:

- Assess damage to Pro-Shop, cart barn and all other golf course buildings and report findings to the Community Manager
- Assess level of damage to Pro Shop inventory, equipment, golf carts, maintenance company’s equipment and provide the Community Manager a recommendation on when the Golf Course can re-open.

The Golf Operations Manager is designated as a “pre/post-disaster essential personnel” and will be required to work hours beyond normal business hours pre and post storm events to manage the Golf Course and Pro Shop operations. She/he will not be required to shelter in place with essential BBRD personnel but will be required to arrive on-site as soon as reasonable expected after a disaster occurs.

Additionally, the Pro Shop Manager designated as a “pre/post-disaster essential personnel” and will be required to work hours beyond normal business hours pre and post storm events to manage the Pro Shop operations. She/he will not be required to shelter in place with essential BBRD personnel but will be required to arrive on-site as soon as reasonable expected after a disaster occurs when notified by the Golf Operations Manager.

#### HURRICANES AND/OR TROPICAL STORMS

The most likely emergency that will confront residents and staff is a hurricane and/or tropical storm given the location of BBRD. The following plans are based on the anticipated severity of such weather events. It should be remembered that the 2004 hurricanes (Frances and Jeanne) that significantly impacted BBRD made landfall 50-55 miles to the south. A less severe storm making landfall closer to BBRD has the potential to cause more damage to our community than a stronger storm making landfall further away from BBRD.

#### Category 3 or above storm expected to make landfall within 50 miles of BBRD

5-6 days before anticipated landfall:

- Special Management Team meeting held to begin enactment of emergency management plan to identify any unforeseen circumstances needing to be addressed.
- Community Manager cancels all scheduled and current vacations (exceptions to be made based on individual circumstances)
- Property Services Manager notifies essential employees (besides Community Manager and District Clerk) of potential need to shelter in place
- Begin use of Mail Chimp bulk e-mail service to send residents timely updates on storm preparation and anticipated BBRD facilities closing dates/times (this may cause some other regular tasks to be deferred until after the event is concluded). This includes sending a reminder of BBRD hot line numbers to call after the event for updates.
- District Clerk works with other Managers to develop tentative coverage of phones in Bldg. F pre-event.
- District Clerk verifies availability of staff who can be assigned post-event “hot line” phones.
- Office staff ensures all critical electronic documents are backed up to shared drives on BBRD serverscloud
- Staff posts notices that offices may close in 3 days if the storm continues on projected trajectory
- Recovery items (extra chain saw blades, brooms, bulk water, etc.) if not already procured are purchased
- Emergency contact information (staff, Trustees, Brevard County agencies are confirmed)

- Property Services personnel begin removal all non-permanent structures from BBRD property that are not critical to residents' use of amenities (i.e. picnic tables, trash cans, etc.)
- Wind screens at tennis courts are removed (and stay removed till the end of hurricane season).

4 days before anticipated landfall:

- Pre-event phone coverage (extended hours to be determined as needed) at Bldg. F begins as coordinated by District Clerk.
- Staff begins removal of all remaining non-permanent structures from BBRD common areas and facilities that could pose damage in the event of high winds
- Staff posts notices that offices will close the next day if the storm continues on projected trajectory.
- All BBRD vehicles are fueled and prepped for disaster recovery
- All portable propane tanks are refilled.
- Staff begins to install storm shutters

23 days before anticipated landfall:

- BBRD closes all offices/facilities to normal business
- Staff begins to completes installation of storm shutters

21 day before anticipated landfall:

- Staff preps Bld D/E for essential staff to shelter in place during storm
- Computer systems (monitors, CPUs, printers, etc.) are moved from manufactured buildings to non-manufactured structures.
- District Clerk meets with employees to be assigned "Hot Line" phones to coordinate any last minute instructions and post-event protocols

1 day before anticipated landfall:

- Community Manager notifies essential staff when to report to Building D/E to shelter in place and other employees when to report back to work

No later than 12 hours before landfall:

- All buildings are secured and locked (with exception of D/E for shelter in place personnel)

Immediately after Storm passes (sustained winds go below 45 MPH)

- Property Services essential personnel cleans major roads of debris and sweeps debris (nails, screws, metal fragments). Property Services Manager contacts Brevard County if magnitude of damage requires assistance.
- Community Manager and District Clerk surveys BBRD structures for initial damage assessment.

Within 3 hours after storm passes

- District Clerk contacts Trustees with initial damage assessment.
- Community Manager ~~calls-notifies~~ [Department Managers regarding when](#) pre/post essential personnel ~~to advise them when~~ [are](#) to report to work.
- [District Clerk contacts Brevard County Emergency Management regarding FEMA assistance if needed.](#)
- [Resume use of Mail Chimp bulk e-mail service to send residents timely updates on storm cleanup/recovery, anticipated BBRD facilities re-opening dates/times and other agency information as warranted.](#)
- 

Within 6-~~12-24~~ hours after storm passes

- Community Manager meets with Department Managers to brief Management Team on damage assessment, roads/structure recovery efforts and to determine tentative schedule of re-opening BBRD facilities.
- Finance Office re-establishes operations and implements emergency procurement and vendor payment processes if damage prevents immediate resumption of normal functions (i.e. IT system not available and off-line or remote operations are required).
- Management Team reconvenes to schedule when buildings, facilities and amenities can be re-opened.
- District Clerk notifies Trustees and posts re-opening schedules throughout BBRD.

Category 2 or lesser storm expected to make landfall within 50 miles of BBRD

5-6 days before anticipated landfall:

- Special Management Team meeting held to begin enactment of emergency management plan to identify any unforeseen circumstances needing to be addressed.
- Community Manager cancels all scheduled and current vacations (exceptions to be made based on individual circumstances)
- Property Services Manager notifies essential employees (besides Community Manager and District Clerk) of potential need to shelter in place
- [Begin use of Mail Chimp bulk e-mail service to send residents timely updates on storm preparation and anticipated BBRD facilities closing dates/times \(this may cause some other regular tasks to be deferred until after the event is concluded\). This includes sending a reminder of BBRD hot line numbers to call after the event for updates.](#)
- [District Clerk works with other Managers to develop tentative coverage of phones in Bldg. F pre-event.](#)
- [District Clerk verifies availability of staff who can be assigned post-event "hot line" phones.](#)
- Office staff ensures all critical electronic documents are backed up to shared drives on BBRD [serverscloud](#)
- Staff posts notices that offices may close in 4 days if the storm continues on projected trajectory
- Recovery items (extra chain saw blades, brooms, bulk water, etc.) if not already procured are purchased

- Emergency contact information (staff, Trustees, Brevard County agencies are confirmed)
- [Property Services personnel begin removal all non-permanent structures from BBRD property that are not critical to residents' use of amenities \(i.e. picnic tables, trash cans, etc.\)](#)
- [Wind screens at tennis courts are removed \(and stay removed till the end of hurricane season\).](#)

[3-4](#) days before anticipated landfall:

- [Pre-event phone coverage \(extended hours to be determined as needed\) at Bldg. F begins as coordinated by District Clerk.](#)
- All BBRD vehicles are fueled and prepped for disaster recovery
- All portable propane tanks are refilled
- [Staff begins to install storm shutters](#)

[2-3](#) days before anticipated landfall:

- Staff posts notices that offices will close the next day if the storm continues on projected trajectory.
- Staff begins removal of all remaining non-permanent structures from BBRD common areas and facilities that could pose damage in the event of high winds
- Staff [begins to complete](#) installation of storm shutters
- Staff preps Bld D/E for essential staff to shelter in place during storm

[1-2](#) day before anticipated landfall:

- BBRD closes all offices/facilities to normal business
- [Computer systems \(monitors, CPUs, printers, etc.\) are moved from manufactured buildings to non-manufactured structures.](#)
- [District Clerk meets with employees to be assigned "Hot Line" phones to coordinate any last minute instructions and post-event protocols](#)

[1](#) day before anticipated landfall:

- Community Manager notifies essential staff when to report to Building D/E to shelter in place and other employees when to report back to work

No later than [12-24](#) hours before landfall:

- All buildings are secured and locked (with exception of D/E for shelter in place personnel)

Immediately after Storm passes (sustained winds go below 45 MPH)

- Property Services essential personnel cleans major roads of debris and sweeps debris (nails, screws, metal fragments). Property Services Manager contacts Brevard County if magnitude of damage requires assistance.
- Community Manager and District Clerk surveys BBRD structures for initial damage assessment.

Within 3 hours after storm passes

- District Clerk contacts Trustees with initial damage assessment.
- Community Manager ~~calls~~ notifies Department Managers regarding when pre/post essential personnel ~~to advise them when~~ are to report to work.
- District Clerk contacts Brevard County Emergency Management regarding FEMA assistance of needed.
- Resume use of Mail Chimp bulk e-mail service to send residents timely updates on storm cleanup/recovery, anticipated BBRD facilities re-opening dates/times and other agency information as warranted.
- 

Within 6-~~12~~-24 hours after storm passes

- Community Manager meets with Department Managers to brief Management Team on damage assessment, roads/structure recovery efforts and to determine tentative schedule of re-opening BBRD facilities.
- Finance Office re-establishes operations and implements emergency procurement and vendor payment processes if damage prevents immediate resumption of normal functions (i.e. IT system not available and off-line or remote operations are required).
- District Clerk notifies Trustees and posts re-opening schedules throughout BBRD.
- Management Team reconvenes to determine when buildings, facilities and amenities can be re-opened

Category 3 or above storm expected to make landfall within 100 miles of BBRD

5-6 days before anticipated landfall:

- Special Management Team meeting held to monitor approaching storm and plan for emergency management plan implementation if projected storm path unexpectedly moves to closer to BBRD.
- Community Manager notifies all BBRD personnel that scheduled and current vacations (exceptions to be made based on individual circumstances) may be canceled if the storm path moves closer to BBRD.
- Begin use of Mail Chimp bulk e-mail service to send residents timely updates on storm preparation and anticipated BBRD facilities closing dates/times (this may cause some other regular tasks to be deferred until after the event is concluded). This includes sending a reminder of BBRD hot line numbers to call after the event for updates.
- District Clerk works with other Managers to develop tentative coverage of phones in Bldg. F pre-event.
- District Clerk verifies availability of staff who can be assigned post-event “hot line” phones.
- Office staff ensures all critical electronic documents are backed up to shared drives on BBRD serverscloud
- Staff posts notices that offices may have limited hours in 4 days if the storm continues on projected trajectory and/or moves closer to BBRD
- Recovery items (extra chain saw blades, brooms, bulk water, etc.) if not already procured are purchased

- Emergency contact information (staff, Trustees, Brevard County agencies are confirmed)
- Wind screens at tennis courts are removed (and stay removed till the end of hurricane season).

3-4 days before anticipated landfall:

- BBRD begin enactment of emergency management plan to identify any unforeseen circumstances needing to be addressed.
- Property Services personnel begin removal of high hazard non-permanent structures from BBRD property that are not critical to residents' use of amenities (i.e. picnic tables, large objects, etc.).
- Pre-event phone coverage (extended hours to be determined as needed) at Bldg. F begins as coordinated by District Clerk.
- Staff posts notices that offices may have limited hours or be closed in two day if the storm continues on projected trajectory or moves closer.
- All BBRD vehicles are fueled and prepped for disaster recovery
- All portable propane tanks are refilled

2-3 days before anticipated landfall:

- Community Manager and Property Services Manager determine if storm shutters will be installed.
- Staff begins to install storm shutters (if decision is to install them).
- Management Team meets to determine if threat requires reduced hours of operations of buildings and amenities (closure required of sustained winds are expected over 45 MPH).
- Department Managers notify employees who will not be required to report to work until further notices (some non-essential personnel may continue to work if facilities and amenities stay open on a limited hours of operations).

1 day before anticipated landfall:

No later than 12 hours before landfall:

- Buildings and amenities go to reduced hours if required.
- Buildings and amenities are closed if required.
- Computer systems (monitors, CPUs, printers, etc.) are moved from manufactured buildings to non-manufactured structures.

Immediately after Storm passes BBRD

- Property Services essential personnel cleans major roads of debris and sweeps debris (nails, screws, metal fragments).
- Community Manager and District Clerk surveys BBRD structures for initial damage assessment.
- Resume use of Mail Chimp bulk e-mail service to send residents timely updates on storm cleanup/recovery, anticipated BBRD facilities re-opening dates/times and other agency information as warranted.

Within 3 hours after storm passes

- Community Manager meets with Department Managers to brief Management Team to determine schedule of re-opening BBRD facilities.
- District Clerk contacts Trustees with initial damage assessment.
- District Clerk notifies Trustees and posts re-opening schedules throughout BBRD.
- Non-essential personnel who were notified not to come to work are contacted by supervisors to notify them when to report back to work.
- District Clerk contacts Brevard County Emergency Management regarding FEMA assistance if needed.

Within 6-18 hours after storm passes

- Finance Office re-establishes operations and implements emergency procurement and vendor payment processes if damage prevents immediate resumption of normal functions (i.e. IT system not available and off-line or remote operations are required).

Hurricane or Tropical Storm expected to make landfall in the Florida peninsula [more than 100 miles from BBRD](#)

- Community Manager monitors projected trajectory of the storm and notifies Management Team if storm intensifies and/or path moves closer to BBRD requiring activation of Emergency Management plan based on anticipated strength of storm and proximity of landfall from BBRD.

### Tornadoes

- BBRD stresses that all employees, residents and guests should use their best judgment when severe weather is approaching and not necessarily place themselves in a dangerous situation. If a BBRD employee is unsure of continued operations in face of imminent severe weather, he/she should immediately contact his/her supervisor, department manager or the Community Manager for direction.
- All BBRD personnel, if instructed to seek shelter, will immediately move to a non-manufactured facility and seek a place away from windows or doors until the storm passes. If residents are present (either as customers or using amenities), staff will encourage everyone to follow them to the nearest non-manufactured building to shelter. Safest place in the Lounge is the restrooms while 19<sup>th</sup> Hole occupants should move to the back hallway or D & E Building.
- Restrooms in non-manufactured buildings will be the first place BBRD personnel and residents are encouraged to shelter due to the lack of windows.
- If time does not permit BBRD personnel and/or residents to evacuate a manufactured building, the occupants should move to hallways and/or under desks that are away from windows.

Pre-event:

- [Begin use of Mail Chimp bulk e-mail service to send residents timely updates on watches and warnings.](#)

- For tornado watches occurring during regular business hours, the District Clerk will monitor the weather and if warranted instruct all staff and residents within BBRD buildings and amenities to seek shelter if a funnel cloud is reported nearby or is sighted.
- For tornado watches occurring outside of regular business hours, the supervisor of each location will monitor the weather and if warranted instruct all staff and residents within their buildings and amenities to seek shelter if a funnel cloud is reported nearby or is sighted.
- For tornado warnings occurring during regular business hours, the District Clerk will monitor the weather and notify department managers to close all operations (buildings and amenities) until the warning expires. Staff and residents within manufactured buildings and/or within outdoor amenities should seek shelter in a non-manufactured building as soon as safely possible.
- For tornado warnings occurring outside of regular business hours, the supervisor of each location will notify department managers to close all operations (buildings and amenities) until the warning expires. Staff and residents within manufactured buildings and/or within outdoor amenities should seek shelter in a non-manufactured building as soon as safely possible. Additionally, each supervisor shall call their immediate supervisor or Community Manager to notify her/him of the situation and to ensure all locations within BBRD are aware of the situation.

Post-event:

- Immediately following the impact of a tornado, BBRD personnel report to the supervisor for accountability purposes.
- After accountability is performed, BBRD staff will survey all buildings and amenities to ensure no one is hurt and in need of medical attention.
- Use of Mail Chimp bulk e-mail service to send residents timely updates on storm cleanup/recovery, anticipated BBRD facilities re-opening dates/times and other agency information as warranted.
- If residencies are damaged, BBRD personnel will assist emergency medical personnel if requested.
- If residents are not able to return to their homes due to damage, Buildings A and D & E will be opened for use as a temporary shelter until Brevard County shelters are opened or other means of temporary housing is secured.

Robbery and/or hostage taking

Pre-event:

- All BBRD personnel are strongly encouraged to be aware of their personal safety and situation when they are arriving and/or departing work. Additionally, cash handling personnel are strongly encouraged to take all precautions as instructed by their supervisors to ensure their personal safety.
- Suspicious individuals should immediately be reported to a supervisor. If an employee or resident/guest reports feeling threatened or in danger, he/she should immediately call 911 and report the situation. When feasible the situation should also be reported to the person's immediate supervisor if not present.

During the event:

- All BBRD personnel should always comply with any demands placed upon them if a person is threatening physical violence in the commission of a crime.
- No BBRD employee should pursue or attempt to apprehend a suspect before, during or after a robbery, hostage situation or other crime.

Post-event:

- First aid should be administered to anyone who is injured or in poor health.
- If not already done, BBRD personnel should call 911 to report the incident and then immediately notify their supervisor.
- BBRD personnel, when reasonably feasible, should write down the details of the event to be able to later fully inform law enforcement personnel and complete BBRD incident reports.

Wildfire

Pre-event:

- The Community Manager and/or his designee will monitor local news broadcasts during times of extreme wildfire dangers (dry, windy & hot)
- In the event of approaching wildfire:
  - Property Services will move all BBRD vehicles to Building D & E parking lot
  - Critical paper documents will be moved from Building F into Building A.
  - All facility amenities will be closed for operations and employees given the opportunity to shelter in place in Building D & E if they deem it too dangerous to travel home.

Post-event:

- BBRD staff will survey all buildings and amenities to ensure no one is hurt and in need of medical attention.
- If residencies are damaged, BBRD personnel will assist emergency medical personnel if requested.
- If residents are not able to return to their homes due to damage, Buildings A and D & E will be opened for use as a temporary shelter until Brevard County shelters are opened or other means of temporary housing is secured.

Sinkhole

Post-event:

- The first BBRD personnel to witness the start of the sinkhole shall immediately call 911 and then inform his supervisor, department manager and/or the Community Manager.
- BBRD personnel may assist residents evacuating the immediate area of the sinkhole, although no BBRD will be required to place herself/himself in danger.
- Building A or Building D & E, if not in the immediate area of the sinkhole will be used as a temporary shelter until Brevard County Emergency Management personnel arrives on scene to assume control of the event.

## Tsunami

### Pre-event:

- In the extremely unlikely event of a Tsunami warning for Brevard County, BBRD staff will place a warning message on the LED sign in front of Building A and evacuate Buildings A, C, F, Lounge and Property Services on Falcon Drive westward until the danger period is passed.

### Post-event:

- BBRD staff will assess if anyone is injured and if needed call 911 and administer first aid.
- The Community Manager and/or Property Services personnel will assess any damage to BBRD buildings and amenities and secure any damaged buildings.

## Train Derailment

### Post-event:

- Begin use of Mail Chimp bulk e-mail service to send residents timely updates on cleanup/recovery, evacuations (if necessary), anticipated BBRD facilities re-opening dates/times (if necessary) and other agency information as warranted. This includes sending a reminder of BBRD hot line numbers to call for updates.
- If Falcon Drive facilities are required to be closed, shift Property Services field work temporarily to Golf Course Maintenance area and Property Services administrative staff to Building F until Falcon Drive facilities can be re-opened.
- Assist Brevard County EOC as requested.

## Appendix

### Hurricane Matthew Lessons Learned

1. June all hands staff meeting
2. Annual pre-hurricane cross-department team building event to be held in the summer
3. PIO to focus on Mail Chimp email blasts before event (may require some normal tasks to be postponed)
4. Phone system
  - a. Assign specific employees task of answering the phone before event and immediately after roads are cleared as many residents who evacuated will call wanting update on conditions before returning
  - b. Use of BBRD hot line phone numbers (two cell phones) to call after the event and have a recording with updated information
5. Stock up on minor hurricane needs (flash lights, batteries, tarps, etc. at start of hurricane season)
6. Purchase pallet of water at beginning of hurricane season
7. Procure shed to consolidate emergency preparedness material storage
8. Procure MRE type meals for in case of failure or destruction of D/E
9. Maintain supply of boxes sufficient to move items from Bldg. F
10. Procure additional first aid supplies (for immediate post event needs)
11. Move up preparation time frame as majority of employees needed for storm prep will leave BBRD before the event.
12. Remove wind/sun nets at Tennis/pickle ball courts earlier
13. Revise language for alternate financial system requirements based on known variables (i.e. day of the week, anticipated vendors, etc.)
14. Procure discrete secure bag for post event alternate financial system
15. Shift as many processes from paper to electronic (reduces papers needing to be moved)
16. Procure emergency backup generator for D/E



**B**uilding a

**B**etter

**R**ecreational

**D**estination

## Board of Trustees Meeting Agenda Memo

Date: May 23, 2017  
Title: **Discussion of Removing DOR Language About Combining Lots**  
Section & Item: 9D  
Department: Office of District Clerk  
Fiscal Impact: TBD  
Contact: Dawn Myers, District Clerk; John W. Coffey, Community Manager  
Attachments: Deed of Restrictions  
Reviewed by  
General Counsel: N/A  
Approved by:



### Requested Action by BOT

Discussion and direction to staff.

### Background and Summary Information

Trustee Diana asked that the topic of removing language from DOR about combining lots be placed on the agenda.

The DOR states:

*Article I Definitions, Section 4. "Lot" shall mean any lot of record appearing on any of the recorded plats of Barefoot Bay enumerated in the recitals of this instrument. If any manufactured or modular home has been placed on two adjacent platted lots in a manner such that the home is located across the platted boundary between such platted lots, the two platted lots shall be treated as a single Lot for purposes of this instrument.*

Currently, 117 lots are combined with other lots and are not charged an assessment. Specifically the breakout is as follows:

- 105 properties have 2 lots but only pay one assessment
- 6 properties have 3 lots but only pay one assessment

Staff requests direction from the BOT regarding this matter.

E

THIS AGREEMENT PREPARED BY  
AND RETURN TO:

Clifford R. Repperger, Jr., Esq  
GrayRobinson, P.A.  
1795 West NASA Boulevard  
P.O. Box 1870  
Melbourne, FL 32902

CFN 2015186206, OR BK 7455 PAGE 1089,  
Recorded 09/21/2015 at 02:56 PM, Scott Ellis, Clerk of Courts,  
Brevard County  
# Pgs:18

**CERTIFICATE OF APPROVAL OF AMENDED  
AND RESTATED DEED OF RESTRICTIONS  
FOR BAREFOOT BAY**

The undersigned, Joseph Klosky, as Chairman, and Thomas Guinther, as Secretary, respectively of the Barefoot Bay Recreation District Board of Trustees, hereby certify that the Amended and Restated Deed of Restrictions for Barefoot Bay dated the 14th of August, 2015, which is attached hereto, and has been duly approved as provided in Section 4 of Article V of the Amended and Restated Deed of Restrictions for Barefoot Bay which is recorded at Official Record Book 6917, Page 1, of the Public Records of Brevard County, Florida (the "Prior Restrictions"). The written evidence of approval is maintained as a public record at the offices of Barefoot Bay Recreation District, 625 Barefoot Boulevard, Barefoot Bay, Florida 32976. By virtue of said approval, the attached Amended and Restated Deed of Restrictions for Barefoot Bay shall supersede and replace the prior Amended and Restated Deed of Restrictions and all other prior recorded versions of the same except to the extent provided in Article VI of the attached Amended and Restated Deed of Restrictions.

The attached Amended and Restated Deed of Restrictions for Barefoot Bay is applicable to all lands within the following platted subdivisions collectively known as Barefoot Bay:

BAREFOOT BAY UNIT ONE, recorded in Plat Book 22, Page 100, of the Public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART TEN, recorded in Plat Book 22, Page 105; and Re-plat thereof recorded in Plat Book 26, Page 5 of the public records of Brevard County, Florida.

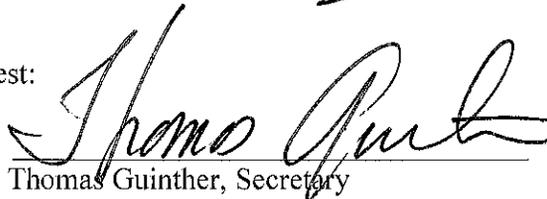
**ARTICLE VII  
CERTIFICATE OF APPROVAL**

The undersigned Chairman and Secretary of the Recreation District certify that this Amended and Restated Deed of Restrictions has been approved and adopted in accordance with Section 4 of Article V of these Restrictions.

IN WITNESS WHEREOF, the undersigned officers of the Barefoot Bay Recreation District Board of Trustees have hereunto set their hands and seal this 14<sup>th</sup> day of August, 2015.

BAREFOOT BAY RECREATION DISTRICT

By:   
Joseph Klosky, Chairman

Attest:  
By:   
Thomas Guinther, Secretary

**AMENDED AND RESTATED  
DEED OF RESTRICTIONS FOR BAREFOOT BAY**

THIS DECLARATION, is made as of the 14th day of August, 2015, by and on behalf of the owners of real property located in the Barefoot Bay development in Brevard County, Florida.

**WITNESSETH**

WHEREAS, Barefoot Bay is a residential development located in Brevard County, Florida, which consists of the following platted subdivisions, which are collectively known as "*Barefoot Bay*".

BAREFOOT BAY UNIT ONE, recorded in Plat Book 22, Page 100, of the Public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART TEN, recorded in Plat Book 22, Page 105; and Re-plat thereof recorded in Plat Book 26, Page 5 of the public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART ELEVEN, recorded in Plat Book 22, Page 116, of the public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART TWELVE, recorded in Plat Book 22, Page 79, of the public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART THIRTEEN, recorded in Plat Book 23, Page 29, of the public records of Brevard County, Florida.

BLOCKS 3 through 9 and North half of Block 10 of HAVEN GREEN, recorded in Plat Book 12, Page 107; and Re-plat thereof, recorded in Plat Book 24, Page 102, both of the public records of Brevard County, Florida; and

WHEREAS the developers of Barefoot Bay have previously recorded a Deed of Restrictions and various subsequent amendments thereto which are cumulated and most recently restated in an Amended and Restated Deed of Restrictions applicable to the above listed subdivisions which is recorded at Official Records Book 6917, Page 1 and which Deed of Restrictions are known to have been previously recorded at Official Records Book 1248, Page 559; Official Records Book 2247, Page 1359; Official Records Book 2391, Page 2461; Official Records Book 2678, Page 2606; and Official Records Book 4076, Page 2374; Official Records Book 5890, Page 7390; and Official Records Book 6385, Page 270 of the Public Records of Brevard County, Florida (collectively the "Prior Restrictions"); and

WHEREAS, the Prior Restrictions provide that the terms and conditions of the Prior Restrictions may be amended upon approval of a majority of the owners of residential lots in Barefoot Bay; and

WHEREAS, this Amended and Restated Deed of Restrictions has been approved in writing as a revised, amended and restated amendment of the Prior Restrictions by a majority of owners' votes cast on proposed amendments as tallied on July 15, 2015.

NOW, THEREFORE, the property owners in Barefoot Bay declare that all property within the subdivisions described herein above, shall be held, sold, and conveyed subject to the terms and conditions of this instrument, which are for the purpose of protecting the value and desirability of all property in Barefoot Bay, which shall run with the title to all lots within the said subdivisions and which shall be binding upon all parties having any right, title or interest in any lot within Barefoot Bay.

## **ARTICLE I DEFINITIONS**

**Section 1.** "*Association*" shall mean and refer to Barefoot Bay Homeowners Association, a Florida Corporation and its successors and assigns.

**Section 2.** "*Recreation District*" shall mean and refer to the Barefoot Bay Recreation District created under Brevard County Ordinance No. 84-05 and Section 418.30 et.seq., Florida Statutes.

**Section 3.** "*Owner*" and "*Lot Owner*" shall mean and refer to the record owner, whether one or more person or entities, of a fee simple title to any lot which is a part of Barefoot Bay.

**Section 4.** "*Lot*" shall mean any lot of record appearing on any of the recorded plats of Barefoot Bay enumerated in the recitals of this instrument. If any manufactured or modular home has been placed on two adjacent platted lots in a manner such that the home is located across the platted boundary between such platted lots, the two platted lots shall be treated as a single Lot for purposes of this instrument.

## **ARTICLE II ARCHITECTURAL REVIEW & CONTROL**

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

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

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

(B) Three additional members of the ARCC shall be appointed as follows: One (1) by the Board of Trustees and Two (2) by the Association, all of whom shall be Lot owners.

(C) The fifth member shall be a management employee of the Recreation District and shall serve as Secretary of the ARCC.

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

The term of the members of the ARCC shall be for an indefinite period. Each member shall serve at the pleasure of the authority which made his or her appointment, and each member shall serve on the ARCC until he or she is replaced, resigns or otherwise leaves office. The ARCC shall hold an organizational meeting each year as soon after January 1 as is practicable. The ARCC shall select a Vice-Chairman from among its membership at the organizational meeting. The ARCC shall also adopt such rules and procedures as it may deem to be appropriate; provided, however, that such rules may not be inconsistent with the provisions of this Article.

### **Section 2. Requirements for approvals by ARCC.**

No building or other structure shall be erected or placed on any Lot, nor shall the exterior of any such building or structure or the driveways or parking areas serving such building or structure be altered in any way unless and until two sets of the complete building plans, two sets of complete specifications and two copies of a plot plan have been submitted to the ARCC and approved by it in writing. An application for such approval shall demonstrate to the satisfaction of the ARCC that:

1. The said building or other structure complies in all respects with the Provisions of this instrument; and
2. The said building or other structure is in conformity and harmony with such written rules as may from time to time be adopted by the ARCC.

The ARCC's approval of the said plan specifications and plot plans shall be evidenced by the signature of its Chairman or Vice-Chairman on the plans, specifications and plot plans submitted by an applicant. One set of approved plan shall be returned to the applicant and the other shall be retained by the ARCC among its permanent records.

In the event the ARCC fails to approve or disapprove an application within thirty (30) days after the complete application has been submitted to the ARCC, the ARCC shall be deemed to have approved the application in all respects.

The ARCC shall have the authority to promulgate regulations relating to all construction and landscaping for lots within Barefoot Bay. Such regulations may, without formal amendment of this Deed of Restrictions, be created, amended, modified, altered or changed by a majority vote of the ARCC, provided, however, that notice of any such amendment, modification, alteration or change to the regulations shall be given in writing to the Recreation District as soon

as practicable after adoption thereof by the ARCC. A copy of any such amendment, modification, alteration or change to such a regulation shall be maintained in the offices of the Recreation District and shall be made available on request to any interested party upon payment of a reasonable copying fee.

In the event that a dispute arises in the interpretation by the ARCC of any requirement of this Article or of the regulations provided for herein above, such dispute shall be resolved by a majority vote of the Recreation District, whose decision shall be final and binding.

### **Section 3. Architectural Design and Installation Requirements.**

A manufactured or modular home installed on any lot in Barefoot Bay shall meet the following design and installation requirements and shall be continuously maintained in compliance with such requirements.

(A) All such homes shall be installed at the Lot Owners expense, and such installation shall have the following features and conform to the following requirements:

1. A patio roof, including posts and fascia, fabricated of aluminum or other approved material.
2. A garage or a carport roof, including posts and fascia, fabricated of aluminum or other approved material.
3. A utility room, fabricated of aluminum or other approved materials. A utility room is a building designed to house common household tools and equipment, and for general storage. The base of the building is a concrete slab. It may be used for housing a washer, dryer, and automatic hot water heater. A utility building must be structurally attached by full roof to the modular coach (mobile home) or carport at eave level. A utility room shall conform to all specific dimensions as approved and recorded by the ARCC.
4. A patio slab made of poured concrete, brick pavers, or other approved material.
5. A covered concrete carport slab having a minimum unobstructed area (except for steps) of eleven (11) feet by eighteen (18) feet.
6. A concrete driveway extending from the carport slab to the curb of the adjacent street which driveway shall include a widened or flared area as it approaches the street. All driveways and parking areas shall be of poured and reinforced concrete material.
7. Skirting material sufficient to completely enclose the entire base of the home. The skirting may be stucco skirting, stone skirting, outdoor Hardi Board skirting, or other approved material.
8. Central water, sewer and electricity connected to the home.

9. Landscaping with appropriate plants, grass, shrubs and/or trees in compliance with regulations adopted by the ARCC.

10. No dock, wharf, landing, boathouse or other structure shall extend from any Lot over or on any lake, canal, waterway or drainage easement.

11. Each home shall be complete, set up on piers, shall be leveled, and shall have a running gear and tongue of the manufactured or modular home removed as appropriate to the style of home being installed.

12. Each manufactured or modular home shall be tied down in accordance with all applicable building codes and with such installation inspection as required by law.

13. No manufactured or modular home installed on any Lot shall be more than four (4) years old.

14. A final survey showing the location of the home shall be submitted to the ARCC.

15. A Lamp Post approved by the ARCC shall be installed in front of all Residences and maintained in operational condition. Said Lamp post shall be illuminated from dusk to dawn during any time that the residence is occupied.

16. The address number of all Residences shall be affixed to the front of the carport or garage in such a manner as to be clearly visible and legible from the public or private way on which the home fronts. The numerals of the address number shall not be less than three (3) inches in height and one-half (1/2) inches in width.

(B) Manufactured or modular homes installed upon lots within Barefoot Bay shall be installed only by contractors who are duly licensed for such installations by appropriate governing authorities.

(C) All installation shall meet all the applicable construction codes of Brevard County and the State of Florida, and shall meet all requirements of the Article.

(D) No more than one manufactured or modular home shall be placed on each Lot within Barefoot Bay. Two or more sections of a manufactured or modular home may be joined to form a single dwelling unit.

(E) No manufactured or modular home installed on any Lot after July 1, 1999, shall be less than 20 feet in width and or less than 34 feet in length, including the hitch.

(F) All manufactured or modular homes place on any lot in Barefoot Bay shall have complete sanitary facilities including lavatory, wash basin, tub or shower and kitchen sink.

All homes shall be connected to public sewer and a public water supply in conformity with all requirements of applicable government agencies.

#### **Section 4. Setbacks.**

The placement and installation of manufactured or modular homes on any lot in Barefoot Bay shall require the following set backs from Lot lines:

1. Corner Lots

Rear Setback - 7 1/2 feet

Side Setback from Adjacent lot - 7 1/2 feet

Setback from remaining side lot line and front lot line - 10 feet and 15 feet with the property owner having the choice as to which of the two setbacks shall be 10 feet and which of the two shall be 15 feet.

2. Interior Lots

Rear Setback - 7 1/2 feet

Side Setback - 7 1/2 feet

Front Setback - 10 feet

3. Measurement of setbacks shall not include air conditioners, walkways, reception antennas and steps where no vertical supports are used.

#### **Section 5. Fencing.**

(A.) Fencing shall not be permitted along any lot line where drainage canals or swales exist.

(B.) Where no drainage canals or swales exist along a lot line, fencing shall be limited to chain link or vinyl fencing not exceeding four (4) feet in height.

#### **Section 6. Antennas and Satellite Dishes.**

(A) As used in this section, the following terms shall have the following meanings:

1. "***Reception Antenna***" shall mean any device used for receipt of audio or video programming services, including direct broadcast satellite services and radio and television broadcast services. A reception antenna which has transmission capability which is designed for the viewer to select or use video programming is a reception antenna within the meaning of this definition, provided that it meets the standards of the Federal Communications Commission ("FCC") for radio frequency emissions. The support structure, cabling, guy wires, conduits, wiring and other accessories necessary for proper installation maintenance and use of a reception antenna shall be considered part of the antenna.

2. "*Transmitting Antenna*" shall mean any device used for the sending or transmission of audio or video signals.

(B) Installation of transmitting antennas on the exterior of residences within Barefoot Bay shall be prohibited on and after August 31, 1997. Any transmitting antenna located on residential property in the Recreation District on August 31, 1997, shall be permitted to remain in place and utilized by its Owner until such antenna is destroyed, removed, or damaged in an extent of more than 75 % of its value. Upon such destruction, removal, or damage, such antenna shall not be replaced or repaired.

(C) No reception antenna shall be installed on the exterior of any structure within Barefoot Bay unless and until written notice of such installation is submitted to the ARCC. The said written notice shall demonstrate that the proposed installation complies with all rules and regulations of the FCC and with these rules and regulations. Any such notice submitted by a tenant shall be accompanied by the written joinder and consent of the Lot Owner.

(D) All reception antennas installed within Barefoot Bay Recreation District shall meet the following requirements:

1. Direct broadcast satellite reception antennas shall not exceed forty inches in diameter.

2. Antennas shall be located in a place shielded from direct view from the street; provided however, that nothing in this rule shall be deemed to require that the installation be in a location from which an acceptable quality signal may not be received.

3. Antennas shall be installed solely on property owned by the Lot Owner submitting the notice described in paragraph (C) of this section, and no part of any antenna installation shall encroach upon common area of the Recreation District or on the property of any other Owner within Barefoot Bay.

4. No part of any antenna shall be located within seven and one-half (7 1/2) feet of the side lot line or rear lot line of any Lot; provided, however, that nothing in this rule shall be deemed to require that the installation be in a location from which an acceptable quality signal may not be received.

5. No antennas shall be installed in a location which is higher than is absolutely necessary for reception of an acceptable quality signal.

6. Antennas shall be installed and secured in a manner which complies with all applicable local and state laws and regulations and manufacturer's instructions.

7. Each antenna shall be secured such that it does not jeopardize the safety of any structure or the safety of any person.

(E) The Owner of reception antenna shall not permit the antenna to fall into disrepair or to become a safety hazard and the Owner shall be responsible for all maintenance and repair of the antenna.

(F) Each Owner of a reception antenna shall be responsible for all costs associated with the antenna, including, but not limited to:

1. The cost to repair, replace, maintain, move and remove the antenna.
2. The damages to common property, other Lots and any other property damage by the installation, maintenance or use of the antenna.
3. The costs of injury to any persons who may be injured as a result of the installation or use of the antenna.

**Section 7. Enforcement of Architectural Control Requirements.**

(A) In the event that the ARCC determines that there is a violation of the provisions of this Article on any lot in Barefoot Bay, the ARCC shall give written notice to the Owner of such Lot specifying the nature of such violation and giving the Lot Owner a reasonable time of not less than 21 days to cure or correct such violation. Such written notice shall be either: delivered personally to one of the record owners of the Lot in question as shown on the Brevard County tax rolls, or mailed by certified U.S. Mail, return receipt requested, to the address of such Owner as shown on the Brevard County tax rolls.

(B) In the event that the ARCC determines that the Owner to whom such a notice of violation has been given has not corrected the violation within the time set forth in the notice, the ARCC may, in its discretion, elect to forward the issue of such violation to the Board of Trustees of the Recreation District for further action. If the Board of Trustees of the Recreation District concurs that legal action is necessary to cause the alleged violation to be corrected, the Recreation District shall thereafter have the authority to bring an action for injunctive and other appropriate relief in a court of competent jurisdiction in Brevard County, Florida. If the Recreation District brings such legal action to enforce the provisions of this Article, the Recreation District shall be entitled to an award of attorney's fees and court costs incident to such action.

**ARTICLE III  
RESTRICTIONS ON USE OF LOTS**

**Section 1. Residential Use.**

No structure other than a single story, single-family residential dwelling shall be erected, altered, placed or permitted to remain on any lot. Each lot is hereby restricted to residential use by the Owner or Owners thereof and their immediate families, guests, lessees and invitees. No commercial or business activity shall be permitted upon any lot unless the occupant thereof holds

a home occupation license issued by Brevard County for such activity; provided, however, that all lot owners shall comply with the requirements of Section 8 of the article.

### **Section 2. Condition of Property.**

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

(B) The exterior of a home on any lot shall be maintained free of mildew, mold and dirt which is visible when the house is viewed from the street or from any adjacent lot.

(C) The lawn, landscaped areas, driveways and carports on each lot shall be kept free of all items of personal property except for customary outdoor items such as exterior patio or porch furniture, golf carts, vehicles, and barbecue grills. The intent of this requirement is to prohibit the accumulation and/or storage of items such as indoor furniture, automotive parts, cartons, boxes, debris and similar property which causes an unsightly appearance or nuisance if left on or about the exterior of a home.

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

### **Section 3. Parking of Vehicles.**

(A) No commercial vehicle, abandoned and/or inoperable vehicle, recreational vehicle, jet ski, boat, boat trailer, utility trailer, camper, motor home, camping trailer, truck camper, pick-up truck with camper top or any vehicle in excess of 25 feet in overall length as measured from the foremost projection thereof to the rearmost projection thereof, shall be parked on any lot, driveway, carport or common area within Barefoot Bay, except for (1) commercial vehicles

parked temporarily at a lot for the purpose of providing repair or other services to the occupant thereof, and (2) those vehicles described in subsection C of this section.

(B) All vehicles described in subsection (A) of this section shall be parked in vehicle storage areas provided by the Recreation District or in such other areas outside Barefoot Bay as may be located by the owner.

(C) Notwithstanding any of the foregoing subparagraphs of this section, a recreation vehicle or a boat mounted upon a boat trailer may be parked in the driveway on a lot for a period not to exceed 48 continuous hours for purposes of cleaning, loading, unloading and preventive maintenance. The Recreation District shall be notified in advance if the owner of a recreation vehicle or boat desires to park such vehicle or boat in his driveway for such purposes.

(D) Motor vehicles parked at or on a Lot shall be parked only on the concrete driveway or concrete parking area serving on such Lot. No vehicle shall be parked on any lawn, grass or landscaped area of a Lot.

(E) Kayaks and canoes may be properly stored and secured at the rear of any residence.

#### **Section 4. Pets.**

(A) Property Owners and their lessees, tenants, guests and invitees shall be responsible for the control of any pets owned by them while such pets are within Barefoot Bay. All pets shall be on a leash (maximum of six feet in length) while being walked or exercised within Barefoot Bay outside the confines of the Owner's residence or completely enclosed fenced areas of a residential lot. The Owner of any pet shall be responsible for the immediate removal and proper disposal in accordance with any local, state or federal law of any bodily waste deposited by a pet on any property within Barefoot Bay.

(B) Animals, livestock, or poultry of any kind shall not be raised, bred, or kept on any lot, except that two (2) dogs or two (2) cats or one (1) dog or one (1) cat or other small domesticated household pets which are kept inside the home provided they are not boarded, stabled, kenneled, or bred for commercial purposes. Swine, fowl, and livestock (cows, horses, sheep, goats, etc.) shall not be kept on any lot in Barefoot Bay. No feral cat colony shall be maintained on any lot in Barefoot Bay.

(C) No dog houses, kennels or animal cages of any kind shall be allowed outside of any home on any Lot within Barefoot Bay.

(D) No Dangerous Dogs, as classified by the Brevard County Animal Services and Enforcement, pursuant to Sec. 14-49, Code of Ordinances of Brevard County, Florida, or as such section may be amended, shall be allowed to be maintained on any lot in Barefoot Bay.

(E) No person shall knowingly keep or harbor any animal which is known to attack or harm any person or pet while walking or riding on streets or lots within Barefoot Bay.

### **Section 5. Nuisance.**

No nuisance shall be allowed upon any Lot, nor shall the occupant of any Lot be permitted to conduct or engage in any activity which interferes with the peaceful possession and proper use of neighboring property by the Owners thereof. No person shall make unlawful use of any Lot within Barefoot Bay, and the occupants of all Lots shall comply with all valid laws, zoning ordinances and regulations of Brevard County and the State of Florida.

### **Section 6. Signs.**

(A) Not more than one sign having a maximum area of 6 square feet may be used to advertise a Lot "for sale" or "for rent" or to express political views or support. Any such sign shall be made of wood, plastic, or metal and shall be maintained in good repair, free of faded or peeling paint or other material.

(B) Not more than one sign advertising a "*Garage Sale*" or "*Yard Sale*" shall be located on any Lot. All such signs shall comply with the codes of Brevard County.

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

(D) All signs on commercial property within Barefoot Bay shall comply with all applicable ordinances and regulations of Brevard County.

(E) The Recreation District shall have the right to erect signs within Barefoot Bay for the purposes of identifying the Barefoot Bay development or providing directions to or identifying properties owned by the Recreation District.

### **Section 7. Vehicle Repairs.**

No major repair or overhaul of any motorized vehicle shall be performed on any Lot, roadway, driveway or common area within Barefoot Bay. Minor repairs requiring less than eight hours of work and washing or polishing of any vehicle is permitted at a residence.

### **Section 8. Commercial Work and Storage of Materials Outside of Dwelling Units.**

No commercial work or storage of work materials or work equipment shall be permitted on any Lot outside of a dwelling unit. Additionally, no work material or work equipment shall be stored in public view in, on or upon any vehicle parked on any Lot.

### **Section 9. Clotheslines.**

Clotheslines and any outdoor drying apparatus are permitted on lots within Barefoot Bay. Any such clothesline or drying apparatus must be placed to the rear of the residence and must be folded or removed overnight. Clotheslines may not be located within carports.

**Section 10. Condition of Skirting Material on Home.**

The skirting material on all manufactured or modular homes shall be maintained at all times so that such skirting remains in substantially the same condition as when it was newly installed. No gaps or openings will be permitted to exist. Vents are to be maintained in good condition.

**Section 11. Maintenance of Exterior of Homes.**

The exterior of each home, including, but not limited to, windows, screens, roofs, gutters, and siding shall be maintained in good condition at all times and/or in substantially the same condition as when each item was newly installed without gaps or openings. Only materials as approved by the ARCC shall be used.

**Section 12. Motorized Boats.**

Except for craft utilized for maintenance purposes by or on behalf of the Recreation District, no motorized boats shall be operated or otherwise used on any of the lakes, canals or other waterways within Barefoot Bay.

**Section 13. Enforcement of Deed of Restrictions.**

(A) Violations Committee to assist in the enforcement of the provisions of this Instrument. The Violations Committee shall advise and consult with a designated representative of the Recreation District with respect to apparent or alleged violations of the terms or conditions of this Instrument. The Violations Committee shall bring apparent or alleged violations to the attention of the Recreation District and shall consult with the Recreation District's designated representative as to the appropriate means to correct or remedy such violations. The Violations Committee is authorized to impose administrative fines on behalf of the Board of Trustees to enforce compliance with this Instrument to the extent that such administrative fines are authorized by the Florida Legislature. This subsection shall not be deemed to limit the right of the Recreation District to determine for itself whether such a violation exists and the appropriate remedy for any such violation.

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

(C) **Penalties.** In the event that the Recreation District determines that the Owner or Occupant of the Lot to whom such notice of violation has been given has not corrected the violation within the time set forth in the notice, the Recreation District may, in its discretion, consider the issue of such violation at a regular meeting of the Board of Trustees of the Recreation District. If the Board of Trustees concurs that legal action is necessary to cause the alleged violation to be corrected, the Recreation District shall thereafter have the authority to bring an action for injunctive or other appropriate relief in a Court of competent jurisdiction in Brevard County, Florida. If the Recreation District brings such legal action to enforce the provisions of this Instrument, the Recreation District shall be entitled to an award of attorney's fees and court costs incident to such action.

## **ARTICLE IV FACILITIES OF RECREATION DISTRICT**

### **Section 1. Ownership.**

The Recreation District by and for the benefit of the property owners of Barefoot Bay shall be the Owner of all common areas and recreational facilities within Barefoot Bay. The Recreation District shall have the right to operate and maintain such facilities for the benefit of the Owners as provided in Section 418.30, et seq., Florida Statutes and Brevard County Ordinance No. 84-5.

### **Section 2. Rules and Regulations.**

The Recreation District shall have the power to adopt the rules and regulations regarding the use of any facilities owned by it.

### **Section 3. Social Membership Fee.**

Each Lot Owner shall, upon the genuine sale of the property to a new owner, pay to the Recreation District a social membership fee. The membership fee at the time of recording of this Amended and Restated Deed of Restrictions is \$495.00 plus sales tax per Lot, but such fee may be increased from time to time as may be determined by the Board of Trustees of the Recreation District.

The Social Membership Fee shall be a one time charge, upon the genuine sale of the property to a new owner, which is non-refundable and non-transferable from a Lot Owner to any other party. Such fee shall entitle the Lot Owner to use of the common facilities of the Recreation District, except the Golf Course, subject to the Rules and Regulations adopted by the Recreation District for the use of its facilities. No Lot Owner shall be excused from payment of the Social Membership Fee by reason of (I) non-use of the facilities, (II) non-residency in Barefoot Bay, or (III) by virtue of ownership of more than one Lot.

The Lot Owner's obligation for the Social Membership Fee accrues upon the genuine sale of a Lot in Barefoot Bay to such Owner, and the Recreation District shall have a lien upon such Lot for the Social Membership Fee until payment of the fee is made. If the Social Membership

Fee remains unpaid more than thirty (30) days next after an owner takes title to a Lot in Barefoot Bay, the Recreation District's lien shall be subject to foreclosure in a court of competent jurisdiction in Brevard County, Florida. In any such legal action, the Recreation District shall be entitled to the award of all court costs and reasonable Attorney's Fee.

Notwithstanding the above, a paid Social Membership Fee may be refunded upon the following conditions:

1. A Lot Owner furnishes evidence that a Social Membership Fee was paid on a previously owned Lot that formerly served as the primary residence of the Lot Owner; and
2. The previously owned Lot has been sold by the Lot Owner no greater than eighteen (18) months prior to the application for a refund.
3. A Social Membership fee was charged and paid on a newly purchased Lot; and
4. A newly purchased Lot has been established as the primary residence of the Lot Owner; and
5. Application for a refund of the newly charged Social Membership Fee is made within eighteen (18) months of the purchase of the new lot.

#### **Section 4. Recreation District Assessment and/or Maintenance Fee.**

All Lot Owners of record within Barefoot Bay shall pay to the Recreation District the District's Recreation District Assessment levied in accordance with Section 418.30, et seq., Florida Statutes and the Recreation District's Maintenance Fee, charged in accordance with the Prior Restrictions and the Recreation District's Assignment recorded at Official Records Book 3633, Page 0938, of the Public Records of Brevard County, Florida. Such fee and/or assessment fee may be levied as a monthly or annual charge for the acquisition, maintenance and operation of the Recreation District's facilities. No Lot Owner shall be excused from payment of such fees or charges by reason of non-use of the Recreation District's facilities or any portion thereof.

#### **Section 5. Use of Golf Course.**

None of the charges described previously in this Article shall be construed to entitle any Lot Owner or any other person to use the Golf Course within Barefoot Bay without payment of such additional Green Fees or Golf Fees as may, from time to time, be established by the Recreation District.

### **ARTICLE V GENERAL PROVISIONS**

#### **Section 1. Easements.**

The easements and rights of way set forth on the recorded plats of Barefoot Bay for public utilities are reserved for the creation, construction and maintenance of utilities such as gas, water, telephone, telegraph, electricity, sewers, television cables, storm drains, and other functions which are necessary or expedient for public health and welfare. Along curved blocks, overhead utility lines are permitted beyond the front and rear easements to the extent necessary to service all Lots in such blocks. Overhead service wires are permitted across the corner of rear yards where side Lot lines do not join in the rear at a common corner.

### **Section 2. Severability.**

The provisions of this Amended and Restated Deed of Restrictions are severable, and the invalidation of any one provision by a court of competent jurisdiction shall not invalidate any other provision hereof. Any provision not affected by such judgment shall remain in full force and effect.

### **Section 3. Duration of Covenants.**

The covenants set forth in this Amended and Restated Deed of Restrictions shall run with the land and shall be binding on all parties or persons holding title to Lots in Barefoot Bay for a period of fifteen (15) years from the date of recording of this instrument. After such period, the provisions set forth in this instrument shall be extended automatically for successive periods of ten (10) years each.

### **Section 4. Amendments.**

Amendments to this instrument may be initiated by a Lot Owner, the Recreation District, or the Association. Any amendment shall become effective only upon approval by a majority of votes cast on any individual proposed amendment, provided however that the amendment affecting any of the rights or responsibilities of either the Association or the Recreation District shall have the concurring vote of the Executive Board of the Association, and/or the concurring vote of the Board of Trustees of the Recreation District, as applicable. In voting with respect to any proposed amendment of this instrument, the Owners of each Lot shall be entitled to one vote, and multiple Owners of any given Lot shall designate which of the Owners shall be entitled to vote on any such proposal.

## **ARTICLE VI PRIOR DEED OF RESTRICTIONS SUPERSEDED**

This Amended and Restated Deed of Restrictions supersedes and replaces the Prior Restrictions cited in the preamble of this instrument; provided, however, that nothing herein shall affect the rights of the Recreation District to collect assessments and/or maintenance fees under the prior Deed of Restrictions and the assignment of Right recorded at Official Records Book 3633, Page 0938, of the public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART ELEVEN, recorded in Plat Book 22, Page 116, of the public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART TWELVE, recorded in Plat Book 22, Page 79, of the public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART THIRTEEN, recorded in Plat Book 23, Page 29, of the public records of Brevard County, Florida; and

BLOCKS 3 through 9 and North half of Block 10 of HAVEN GREEN, recorded in Plat Book 12, page 107; and Re-plat thereof, recorded in Plat Book 24, Page 102, both of the public records of Brevard County, Florida.

IN WITNESS WHEREOF, the undersigned Chairman and Secretary of the Barefoot Bay Recreation District Board of Trustees have set their hands and seal this 14<sup>th</sup> day of August, 2015.

BAREFOOT BAY RECREATION DISTRICT

By: *Joseph Klosky*  
Joseph Klosky, Chairman

Attest: *Thomas Guinther*  
Thomas Guinther, Secretary

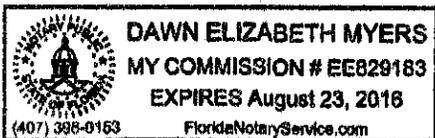
STATE OF FLORIDA     )  
COUNTY OF BREVARD    )

The foregoing instrument was acknowledged before me on the 15<sup>th</sup> day of August, 2015, by JOSEPH KLOSKY and THOMAS GUINTHER, respectively the Chairman and Secretary of the Barefoot Bay Recreation District Board of Trustees, a special district existing under Section 418.30 et. seq., Florida Statutes. They are personally known by me or have produced \_\_\_\_\_ as identification and did take an oath.

Stamp/Seal

*[Signature]*  
Signature of Notary Public

My Commission Expires: August 23, 2016



## Board of Trustees Meeting Agenda Memo

Date: May 23, 2017  
**Title: Review of Drug Free Workplace Policy**  
Section & Item: 9E  
Department: Office of District Clerk  
Fiscal Impact: TBD  
Contact: Dawn Myers, District Clerk; John W. Coffey, Community Manager  
Attachments: Excerpt of Employee Handbook and BBRD Drug Free Workplace Policy  
Reviewed by  
General Counsel: N/A  
Approved by:



### Requested Action by BOT

Discussion and direction to staff.

### Background and Summary Information

Trustee Cavaliere asked that a review of BBRD's drug free workplace be placed on the agenda.

Staff requests direction from the BOT regarding this matter.

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

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

## DRUG-FREE WORKPLACE

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The District does not tolerate the presence of illegal drugs or the illegal use of legal drugs in our workplace. The use, possession, distribution, or sale of controlled substances such as drugs or alcohol, or being under the influence of such controlled substances is strictly prohibited while on duty, while on the District's premises or worksites, or while operating the District's equipment or vehicles.<sup>1</sup> The use of illegal drugs as well as the illegal use of legal drugs is a threat to us all because it promotes problems with safety, customer service, productivity, and our ability to survive and prosper as an organization. Employees in safety-sensitive positions have an obligation to ensure that they are not impaired while engaged in their jobs and do not pose a direct threat to their safety and the safety of others. If you need to take a prescription medication that may affect your ability to safely perform your job duties, you are required to discuss possible accommodations

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

with your Department Manager. Violation of this policy will result in disciplinary action, up to and including termination.

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

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

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

## RESIDENT RELATIONS

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

## APPEARANCE AND DRESS

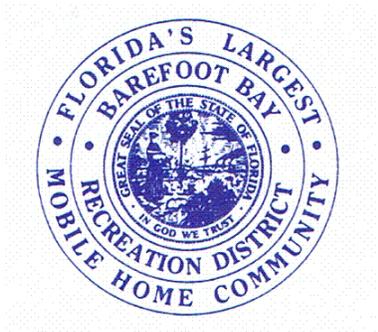
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Management may exercise good discretion to determine appropriateness in appearance. Employees who do not meet a professional standard, to be determined at management's sole discretion, may be sent home to change and non-exempt employees will not be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

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

- For the business office, casual business-style dress is appropriate. Employees should be neatly groomed and clothes should be clean and in good repair. Leisure clothes such as jeans, shorts, cut-offs or halter tops are not acceptable attire for the business office, which includes the Administrative Office and Resident Relations. Management may designate days in which more casual attire is acceptable.
- For worksites, employees are expected to wear clothes appropriate for work to be done as outlined by the Department Manager or Community Manager. Employees should be

# **Barefoot Bay Recreation District Drug-Free Workplace Policy**



**Version Adopted April 27, 2010**

Barefoot Bay Recreation District  
Drug Free Workplace Policy

**AN OPEN LETTER TO ALL EMPLOYEES**

We have recognized that drug and alcohol abuse is an on-the-job problem as well as a social problem. We believe that abuse of alcohol and the use of illegal drugs endangers the health and safety of the abusers and of others around them.

**Barefoot Bay Recreation District has** committed to creating and maintaining a Drug Free Workplace without jeopardizing the job security of valued but troubled employees, provided they are prepared to help us help them.

Notice is posted in a conspicuous location identifying BBRD as a Drug Free Workplace. Copies of the Drug Free Workplace policy are available for inspection at the personnel office.

Our Drug Free Workplace Policy now formally states that substance abuse will not be tolerated **ON** or **OFF** the job for employees of BBRD. This prohibition includes the possession, use or sale of illegal drugs, the abuse of alcohol and abuse of prescribed drugs. BBRD sponsored activities or other social events that we attend during which alcoholic beverages are served are not considered alcohol abuse just because alcohol was served. However, at no time is a representative of BBRD while on duty permitted to be under the influence of alcohol as defined by BBRD policy.

All employees are expected to sign a statement of understanding and agreement with BBRD's Drug Free Workplace Policy.

To ensure that Barefoot Bay Recreation District remains a Drug Free Workplace, a program of drug testing is in effect. Let it be clearly understood that it is a condition of employment for everyone that they avoid entirely the use, possession, sale or any association whatsoever with illegal drugs and/or the abuse of alcohol. Employees who are found on the job to be under the influence of illegal drugs or alcohol, as defined by this policy, or who violate this policy in other ways may be terminated. It is important that all of us work together to deal with substance abuse to make BBRD a safer and more rewarding place to work.

Sincerely,

**Barefoot Bay Recreation District**

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### DRUG FREE WORKPLACE PROGRAM

#### I. STATEMENT OF POLICY

## Barefoot Bay Recreation District Drug Free Workplace Policy

### **INTRODUCTION**

Today, thousands of Floridians struggle with substance abuse-related issues, both at home as well as in the workplace. **Barefoot Bay Recreation District** (BBRD) values its employees and customers and recognizes the adverse effects that substance abuse—including the use of illegal drugs, the abuse of alcohol, and misuse of prescription drugs and over-the-counter medications—can have on the work environment. Employees who use drugs and abuse alcohol are less productive, less reliable, and pose a direct threat to the safety and well being of others.

BBRD has adopted a drug-free workplace policy in accordance with Florida law to ensure the safest possible workplace, reduce accidents, and eliminate the costs associated with workplace substance abuse.

BBRD will require all employees and job applicants to participate in, consent to, and comply with the provisions of this policy as a condition of employment and continued employment. For those who fail to cooperate fully with the terms and conditions of this policy, BBRD will respond appropriately to address the situation promptly and directly. BBRD will not tolerate substance abuse in the least degree.

### **AUTHORITY**

Employees with questions or information pertinent to BBRD Drug-Free Workplace Program should review Article III, Section N of this policy for the name and contact information of persons with responsibility for administering BBRD's Drug-Free Workplace Program.

### **COVERAGE**

#### **Covered Employees**

BBRD's drug-free workplace policy covers all part-time and full-time employees.

#### **Applicants**

All job applicants also are covered by this policy inasmuch as BBRD has extended a conditional offer of employment.

### **NON-DISCRIMINATION**

In accordance with the Americans with Disabilities Act (ADA) and Florida law, BBRD does not discriminate against any qualified individuals with a disability who are *not* currently using illegal drugs and who have either successfully completed rehabilitation or who may be currently participating in a supervised rehabilitation program and are no longer using illegal drugs. Individuals who are currently using illegal drugs are not protected under the ADA. A current disability of any kind, however, does not entitle an employee and/or job applicant to violate any provisions of this policy.

Barefoot Bay Recreation District  
Drug Free Workplace Policy

## II. DEFINITIONS

**The following terms and their definitions are taken directly from statutory language of Section 440.102 of the Florida Workers' Compensation Code. Additional terms are defined later in this section of the policy.**

- (a) "Chain of custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, and storing specimens and reporting test results.
- (b) "Confirmation test," "confirmed test," or "confirmed drug test" means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
- (c) "Drug" means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph or in Article III, Section M of this policy. An employer may test an individual for any or all of such drugs.
- (d) "Drug rehabilitation program" means a service provider, established pursuant to s. 397.311(33), that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.
- (e) "Drug test" or "test" means any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.
- (f) "Employee" means any person who works for salary, wages, or other remuneration for an employer.
- (g) "Employee assistance program" means an established program capable of providing expert assessment of employee personal concerns; confidential and timely identification services with regard to employee drug abuse; referrals of employees for appropriate diagnosis, treatment, and assistance; and follow-up services for employees who participate in the program or require monitoring after returning to work. If, in addition to the above activities, an employee assistance program provides diagnostic and treatment services, these services shall in all cases be provided by service providers pursuant to s. 397.311(33).
- (h) "Employer" means a person or entity that employs a person and that is covered by the Workers' Compensation Law.
- (i) "Initial drug test" means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically

Barefoot Bay Recreation District  
Drug Free Workplace Policy

accepted method approved by the United States Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective form.

(j) "Job applicant" means a person who has applied for a position with an employer and has been offered employment conditioned upon successfully passing a drug test, and may have begun work pending the results of the drug test. For a public employer, "job applicant" means only a person who has applied for a special-risk or safety-sensitive position.

(k) "Medical review officer" or "MRO" means a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

(l) "Prescription or nonprescription medication" means a drug or medication obtained pursuant to a prescription as defined by s. 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

(m) "Public employer" means any agency within state, county, or municipal government that employs individuals for a salary, wages, or other remuneration.

(n) "Reasonable-suspicion drug testing" means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A report of drug use, provided by a reliable and credible source.
4. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
5. Information that an employee has caused, contributed to, or been involved in an accident while at work.
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

(o) "Safety-sensitive position" means, with respect to a public employer, a position in which a drug impairment constitutes an immediate and direct threat to public health or safety, such as a position that requires the employee to carry a firearm, perform life-threatening procedures, work with confidential information or documents pertaining to criminal investigations, or work with controlled substances; a

Barefoot Bay Recreation District  
Drug Free Workplace Policy

position subject to s. 110.1127; or a position in which a momentary lapse in attention could result in injury or death to another person.

(p) "Special-risk position" means, with respect to a public employer, a position that is required to be filled by a person who is certified under chapter 633 or chapter 943.

(q) "Specimen" means tissue, hair, or a product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

**ADDITIONAL TERMS (not included in the Florida statute)**

**AHCA** Agency for Health Care Administration (formerly HRS)

**Company** Barefoot Bay Recreation District

**Employee** Anyone employed by or contracted with BBRD who is covered by workers' compensation insurance obtained by BBRD.

**Employer** Barefoot Bay Recreation District

**Influence** To be physically, mentally or emotionally subject to the effects of any substance.

**Medications** Prescription and Non-prescription substances obtained and used legally to combat illness and injury or for other therapeutic reasons.

**Refusal** Refusal or refusing to cooperate with the terms and conditions of this policy includes, but is not limited to:

- a. Refusal to be tested,
- b. Failure to provide an adequate sample (urine, hair, oral fluid, blood, breath) without a valid medical excuse,
- c. Refusal to sign required paperwork (including, but not limited to, consent forms, acknowledgement forms, and chain of custody forms),
- d. Failure to show up at an assigned collection site to provide a urine, hair or oral fluid (urine, blood, breath or oral fluid in the case of an alcohol test) specimen,
- e. Failure to be reasonably available to be tested following an accident, and
- f. Switching, tampering with or adulterating any specimen or sample collected under BBRD's policy for the purpose of testing for drugs or alcohol, or attempting to do so.

**Under the influence**

Drugs—for purposes of this policy, an employee or job applicant who produces a verified positive drug test result will be deemed to be under the influence of drugs. Also, any employee who is observed to be acting in a way that raises reasonable suspicion of drug use may be deemed to be under the influence of drugs.

Alcohol—for purposes of this policy, an employee who produces a confirmed positive alcohol test result will be deemed to be under the influence of alcohol. Any alcohol test that equals or exceeds a .04 blood alcohol content (BAC) will be considered positive. Also, any employee who is observed to be acting in a way that raises reasonable

Barefoot Bay Recreation District  
Drug Free Workplace Policy

suspicion of alcohol use in violation of BBRD's policy may be deemed to be under the influence of alcohol.

**Use (ing)** As pertains to drugs, alcohol and medications; to drink, smoke, apply topically, inject, possess, solicit, distribute, dispense, manufacture or transfer. Exceptions to these rules regarding the definition of "use" will be allowed only with Management's written permission.

**Work (ing)** Performing any activity under any conditions during any period of time that an employee is covered by the Employer's Workers' Compensation insurance (i.e. driving on duty, on call or performing any tasks as a part of employment duties; lease and contract employees included).

Barefoot Bay Recreation District  
Drug Free Workplace Policy

**Barefoot Bay Recreation District**

**III. POLICY WORK RULES**

**A. DRUGS**

Employees shall not use or be under the influence of drugs illegally at anytime, whether working or not working.

For purposes of this policy, an employee or job applicant who produces a verified positive drug test result will be deemed to have violated Barefoot Bay Recreation District's policy. Also, any employee who is observed to be acting in a way that raises reasonable suspicion of drug use may be deemed to be under the influence of drugs.

**B. ALCOHOL**

Employees shall not use or be under the influence of alcohol while working.

For purposes of this policy, an employee who produces a confirmed positive alcohol test result will be deemed to be under the influence of alcohol and have violated Barefoot Bay Recreation District's policy. Any alcohol test that **equals or exceeds a 0.04 blood alcohol content (BAC)** will be considered positive. Also, any employee who is observed to be acting in a way that raises reasonable suspicion of alcohol use in violation of BBRD's policy may be deemed to be under the influence of alcohol.

**C. MEDICATIONS**

Employees shall not use or be under the influence of medications while working if the medications have the potential to alter or to adversely affect their judgment, motor skills, to induce sleepiness or to otherwise detract from their safe job performance. Exceptions can, of course, be made in work areas and activities of decreased safety sensitivity where the potential for accident and injury is minimal and where the effect of the medication on the employee is judged to be no factor by medical authority. It must also be acceptable to management for the employee to continue work. Exceptions to this rule (Section C) will be made at least one level of supervision above the concerned employee's immediate supervisor. Employees will report their use of medications to their supervisor before beginning work; those sensitive to the disclosure of their use of certain medications may call or visit the BBRD official (see NAME and telephone number in Article III, Section N) in charge of the Drug Free Workplace Program, in confidence to resolve their unique work situation.

**Other Prohibited Conduct**

- Testing positive for drugs or alcohol;
- Bringing illegal drugs, alcohol (unless otherwise authorized), controlled substances or drug paraphernalia to work and/or storing illegal drugs, alcohol, controlled substances or drug paraphernalia on Barefoot Bay Recreation District property.
- Possessing, using, manufacturing, distributing or attempting to distribute, selling or dispensing drugs or drug paraphernalia.

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- Possessing, using, manufacturing, distributing or attempting to distribute, selling or dispensing drugs or controlled substances off Barefoot Bay Recreation District property that may adversely affect BBRD, the worker's job performance, or place at risk the safety and health of the worker or others.
- Being convicted of or entering a guilty plea to a criminal drug- or alcohol-related offense. Employees are required to notify BBRD in writing within 5 days of a criminal substance abuse conviction or pleading guilty to a criminal drug or alcohol offense.
- Switching, tampering with or adulterating any specimen or sample collected under BBRD's policy for the purpose of testing for drugs or alcohol, or attempting to do so.
- Disclosing information related to a drug or alcohol test and/or treatment referrals, and test results, except as required by this policy or by law.
- Failing to consent to, cooperate with, participate in, and/or successfully complete all recommendations or conditions set forth in an authorized substance abuse treatment program, including return-to-work and post-rehabilitation drug and alcohol testing.
- Refusing to cooperate with the terms and conditions of this policy. Failure to cooperate includes, but is not limited to:
  - a. Refusing to take a BBRD-required drug test,
  - b. Failure to provide an adequate sample (urine, hair, oral fluid) without a valid medical excuse,
  - c. Refusal to sign required paperwork (including, but not limited to, consent forms, acknowledgement forms, and chain of custody forms),
  - d. Failure to show up at an assigned collection site to provide a urine, hair or oral fluid (urine, breath or oral fluid in the case of an alcohol test) specimen,
  - e. Failure to be reasonably available to be tested following an accident, and
  - f. Switching, tampering with or adulterating any specimen or sample collected under BBRD's policy for the purpose of testing for drugs or alcohol, or attempting to do so.

**D. DRUG FREE WORKPLACE PROGRAM MONITORING (DRUG & ALCOHOL TESTING)**

To measure the success of, and to aid in enforcing our Drug Free Workplace Program, BBRD will conduct drug and alcohol testing. BBRD reserves the right to test employees and job applicants for any or all of the substances described in Article III, Section M.

Testing for the presence of drugs and alcohol will be performed by an AHCA approved laboratory after obtaining a urine or hair specimen for drug tests and blood samples for alcohol tests. Individuals may be tested for alcohol under Reasonable Suspicion and Post Accident testing situations.

All positive specimens from the initial screening will then tested a second time using a different technique and chemical principal from the initial test to insure reliability and accuracy. All test results will be reported to the Medical Review Officer (MRO) for verification prior to being transmitted to the employee and/or employer. The MRO will provide technical assistance to the employer and to the employee or job applicant for the purpose of interpreting the test result to determine whether the result could have been caused by prescription or nonprescription medication taken by the employee or job applicant.

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**TYPES OF TESTING**

Barefoot Bay Recreation District will conduct the following types of drug tests:

1. **Job applicant drug testing**—Job applicants must submit to a drug test. BBRD may use a refusal to submit to a drug test or a positive confirmed drug test as a basis for refusing to hire a job applicant.
2. **Reasonable-suspicion drug testing**—BBRD will require an employee to submit to reasonable-suspicion drug testing. Reasonable suspicion will be based on the following:
  - a. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
  - b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
  - c. A report of drug use, provided by a reliable and credible source.
  - d. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
  - e. Information that an employee has caused, contributed to, or been involved in an accident while at work.
  - f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

A copy of documentation supporting a REASONABLE SUSPICION drug and alcohol test will be completed within seven (7) days after testing, will be provided to the employee upon request, and will be retained confidentially by BBRD for at least one (1) year. A form is provided at the end of this policy to utilize to provide this documentation.

*(See “Reasonable Suspicion Drug Testing” in the definitions section of this policy for more information.)*

3. **Routine fitness-for-duty drug testing**—BBRD will require an employee to submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination when it is part of BBRD’s established policy or when it is scheduled routinely for all members of an employment classification or group within BBRD.
4. **Follow-up drug testing**—If an employee enters an employee assistance program for drug-related problems, or a drug rehabilitation program, BBRD will require the employee to submit to a drug test as a follow up to participation in such a program. This follow up testing will be required on a quarterly, or semi-annual, or annual basis for a 2-year period. An exception to this will be made when an employee voluntarily enters the program. In such cases, BBRD maintains the option to not require follow-up testing.

If follow-up testing is required, it will be conducted at least once a year for a 2-year period after the individual completes the program. Advance notice of a follow-up testing date will not be given to the employee who is to be tested.

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**5. Employee files a workers' compensation claim for a job related injury – In all cases in which an employee files a workers' compensation claim for a job related injury, drug testing is required.**

**DRUG TESTING PROCEDURES**

The following drug testing procedures are taken directly from statutory language of Section 440.102 of the Florida Workers' Compensation Code. These procedures are required of BBRD in order to qualify for specific benefits provided for in Florida's workers' compensation code. Therefore, BBRD will adhere to these requirements as part of its drug-free workplace program.

- (a) A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.
- (b) Specimen collection must be documented, and the documentation procedures shall include:
  - 1. Labeling of specimen containers so as to reasonably preclude the likelihood of erroneous identification of test results.
  - 2. A form for the employee or job applicant to provide any information he or she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical information. The form must provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any positive confirmed test result.
- (c) Specimen collection, storage, and transportation to the testing site shall be performed in a manner that reasonably precludes contamination or adulteration of specimens.
- (d) Each initial drug test and confirmation test conducted under this section, not including the taking or collecting of a specimen to be tested, shall be conducted by a licensed or certified laboratory.
- (e) A specimen for a drug test may be taken or collected by any of the following persons:
  - 1. A physician, a physician assistant, a registered professional nurse, a licensed practical nurse, or a nurse practitioner or a certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment.
  - 2. A qualified person employed by a licensed or certified laboratory.
- (f) A person who collects or takes a specimen for a drug test shall collect an amount sufficient for two drug tests as determined by the Agency for Health Care Administration.
- (g) Every specimen that produces a positive, confirmed test result shall be preserved by the licensed or certified laboratory that conducted the confirmation test for a period of at least 210 days after the result of the test was mailed or otherwise delivered to the medical review officer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or job applicant shall notify the laboratory and the sample shall be

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retained by the laboratory until the case or administrative appeal is settled. During the 180-day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen retested, at the employee's or job applicant's expense, at another laboratory, licensed and approved by the Agency for Health Care Administration, chosen by the employee or job applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory that performed the test for the employer is responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.

(h) Within 5 working days after receipt of a positive confirmed test result from the medical review officer, an employer shall inform an employee or job applicant in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant. The employer shall provide to the employee or job applicant, upon request, a copy of the test results.

(i) Within 5 working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit information to the employer explaining or contesting the test result, and explaining why the result does not constitute a violation of the employer's policy.

(j) The employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the employer, a written explanation as to why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive result, shall be provided by the employer to the employee or job applicant; and all such documentation shall be kept confidential by the employer and shall be retained by the employer for at least 1 year.

(k) An employer may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has *not been verified* by a confirmation test and by a medical review officer.

(l) An employer that performs drug testing or specimen collection shall use chain-of-custody procedures established by the Agency for Health Care Administration to ensure proper recordkeeping, handling, labeling, and identification of all specimens tested.

(m) An employer shall pay the cost of all drug tests, initial and confirmation, which the employer requires of employees. An employee or job applicant shall pay the costs of any additional drug tests not required by the employer, including the testing of split specimens or retest of original specimens.

(n) An employer shall not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employ of the employer, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program. Unless otherwise provided by a collective bargaining agreement, an employer may select the employee assistance program or drug rehabilitation program if the employer pays the cost of the employee's participation in the program.

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(o) If drug testing is conducted based on reasonable suspicion, the employer shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept confidential by the employer and shall be retained by the employer for at least 1 year.

(p) All authorized remedial treatment, care, and attendance provided by a health care provider to an injured employee before medical and indemnity benefits are denied under this section must be paid for by the carrier or self-insurer. However, the carrier or self-insurer must have given reasonable notice to all affected health care providers that payment for treatment, care, and attendance provided to the employee after a future date certain will be denied. A health care provider, as defined in s. 440.13(1)(h), that refuses, without good cause, to continue treatment, care, and attendance before the provider receives notice of benefit denial commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

#### **CONSEQUENCES FOR VIOLATIONS OF THIS POLICY**

Employees who violate any of the conditions of BBRD's Drug-Free Workplace Program are subject to discipline, including discharge or suspension from employment without pay and loss of Workers' Compensation benefits, even for the first offense.

Each employee should understand that certain policy violations will result in immediate termination. Such violations of the policy include, but are not limited to:

- the use of alcohol on BBRD time, unless otherwise approved;
- the possession, sale or use of illegal drugs on BBRD premises or on BBRD time;
- any effort to substitute or adulterate a drug test sample or otherwise alter a drug test result; and
- refusal to take a BBRD-required drug test when required as per this policy

Applicants who refuse to take testing which is requested under this policy or who test Positive, Positive Dilute, Adulterated, or Substituted are subject to immediate discharge or withdrawal of the offer of employment.

Employees who test Positive, Positive Dilute, Adulterated, or Substituted with lab confirmation and MRO review are subject to discipline, including discharge or suspension from employment without pay and loss of Workers' Compensation benefits, even for the first offense.

BBRD may require any employee with a verified positive drug or alcohol test result to submit to an assessment for treatment, counseling or rehabilitation, and to sign a Rehabilitation Agreement, Last Chance Agreement or Return-to-Work Agreement.

In the event under this policy that an employee is required to seek a treatment or assistance plan, it will be at the employee's expense. The employee must provide documentation of the treatment or assistance plan, and will be required to have an unannounced drug and/or alcohol test at least twice a year for up to two years following the assistance program. A positive confirmed test during or after referral to a treatment or assistance plan will result in termination of employment.

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Any employee with a second positive confirmed test will face termination of employment.

Employees involved in post-accident or reasonable suspicion testing may be removed from their positions and receive a non-disciplinary suspension until BBRD receives the results of the test(s).

Employees arrested, indicted or convicted of violating Chapter 893 or any controlled substance laws who fail to notify BBRD within five (5) days of the event and if this substance abuse policy was also violated, will be subject to discipline up to and including termination, depending on the circumstances.

**DILUTE SPECIMEN**

If the MRO informs BBRD that a negative test was dilute, a retest will be required. The employee or job applicant will be given the minimum possible advance notice, not to exceed 24 hours, that he or she must go to the collection site. The result of the retest will be considered the final result, not the result from the first test.

If the employee or job applicant declines to take a retest required because of a dilute specimen, in the time allowed, the action will be considered a “refusal to be tested” and will be treated the same as confirmed and verified positive result.

**RETURN TO EMPLOYMENT**

Employees who leave BBRD for substance abuse-related reasons, including being terminated for a positive drug and/or alcohol test, may reapply for employment after one year. Exceptions may be made to allow employees to reapply sooner than one year if they can provide documentable proof that they have successfully completed a substance abuse treatment program approved by BBRD.

**F. CHALLENGES TO CONFIRMED POSITIVE TEST RESULTS**

A job applicant or employee will receive written notification of positive confirmed test results from BBRD within five (5) working days of BBRD's receipt of a report of a positive confirmed test result from the Medical Review Officer. This notification will also state the consequences of the positive confirmed test result. A job applicant or employee who receives written notification of (1) a positive confirmed test result and (2) the consequences to the employee of that result; will have the opportunity within five (5) working days to explain or contest the result. If the explanation or challenge of the positive test result is judged unsatisfactory by BBRD, the job applicant or employee will be provided with a written explanation as to why the explanation of the positive test result was unsatisfactory, along with a written report of the positive test results within fifteen (15) working days. If the test was for reasonable suspicion, the employee will receive in writing within seven (7) days after the test, if requested, a detail of the circumstances, which formed the basis of the determination that enough reasonable suspicion existed to warrant the testing.

During the 180-day period after written notification of a positive test result, the employee who provided the specimen should be permitted by the employer to have a portion of the specimen re-tested at the employee's expense. Such re-testing shall be done at another Florida AHCA licensed or SAMSHA approved laboratory, as appropriate, chosen by the employee or job applicant. All such documentation will be kept confidential and retained by BBRD for at least one (1) year. Should the job applicant or employee then choose to further pursue the challenge, the following options to the employee are available: (1) Any rights under applicable collective bargaining agreements may be exercised. (2) A claim for benefits may be filed with a Judge of Compensation pursuant to Chapter 440 F.S. in the case of work place injury. (3) If no injury has occurred, a challenge may be undertaken in a court of competent

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jurisdiction. It will then be the employee's responsibility to notify the laboratory to retain the sample until the case is settled.

When an employee undertakes a challenge to the result of a test, it shall be the employee's responsibility to notify the laboratory, and the sample shall be retained by the laboratory until the case is settled. The employee should retain any information he/she considers relevant to the drug test for review by the Medical Review Officer.

An employee or job applicant may undertake administrative challenge by filing a claim for benefits with a Judge of Compensation Claims pursuant to chapter 440, Florida Statutes, or, if no workplace injury has occurred, the person must challenge the test result in a court of competent jurisdiction.

#### **G. CONFIDENTIALITY OF DRUG TESTING INFORMATION**

All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of BBRD's drug-testing program are confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the Florida State Constitution, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with Florida law or in determining compensability under the Florida Workers' Compensation Law. Release of such information under any other circumstance shall be solely pursuant to a written consent form signed voluntarily by the person tested. Information on drug test results shall not be released or used in any criminal proceeding against the employee or job applicant.

Employers, laboratories, medical review officers, employee assistance programs, drug rehabilitation programs, and their agents may not release any information concerning drug test results obtained pursuant to Florida law without a written consent form signed voluntarily by the person tested, unless such release is compelled by an administrative law judge, a hearing officer, or a court of competent jurisdiction pursuant to an appeal taken under this section or is deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding.

Agents of BBRD and the laboratory conducting a drug test will, however, have access to drug test information when consulting with legal counsel in connection with actions brought against them when the information is relevant to its defense in a civil or administrative matter.

#### **H. CONFIDENTIAL REPORTING OF MEDICATION USE**

BBRD knows that eventually most people need to take medications to combat various illnesses. Employees must realize, however, that many medications will alter or affect a drug test. An employee could possibly test positive for a drug when taking medications prescribed by a doctor or bought over the counter at a pharmacy. Medications known to alter or affect a drug test are listed in Article III, Section M. The name of the testing laboratory is listed in Article III, Section N. Employees who want more technical information about medications may consult the testing laboratory. To avoid the potential problems created by a false test result, the MRO will contact the employee regarding all positive results to determine the use of medications. You may list the use of medications on the back of your copy of the chain of custody form after your specimen is collected and discuss use of medications only with the MRO. The only prescription drugs considered allowable if found in drug test are those used under the supervision of a doctor.

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**I. EMPLOYEE ASSISTANCE PROGRAM**

BBRD maintains an Employee Assistance Program (EAP) that consists of referring employees and their families who suffer from alcohol or drug use problems to local drug and alcohol rehabilitation centers. The telephone directory yellow pages, under "Drug Abuse and Addiction - Information and Treatment", list the names and locations of treatment centers. Also, the United Way, listed in the telephone directory white pages, offers many confidential services at no charge. Any costs of outside services are, however, the employee's responsibility. There may be options for additional EAP services under an employee's BBRD policy and/or health insurance coverage.

Any employee who has not previously tested positive for drug or alcohol use and has not yet entered a drug and/or alcohol abuse rehabilitation program, may seek assistance for drug and alcohol problems before they lead to disciplinary actions.

No employee will be discharged, disciplined or discriminated against solely upon the employee's voluntarily seeking treatment for a drug/alcohol related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug related problems, or entered an alcohol and drug rehabilitation program.

Through the EAP, BBRD will attempt to provide appropriate referral to drug and alcohol abuse rehabilitation programs.

If an employee wishes to pursue help through the EAP, please contact the person listed in Article III, Section N for appropriate referral. In addition, Article III, Section O lists national hotline numbers and other resources for drug and alcohol problems.

**J. AUTHORITY TO ESTABLISH A DRUG FREE WORKPLACE PROGRAM**

BBRD's Drug Free Workplace Program has been established in accordance with U.S. Federal and Florida's State Law; specifically F.S. Section 440.101 Drug Free Workplaces; F.S. 440.102, Drug Free Program requirements, F.S. 440-09, Drug Free Workplace Standards Chapter 59A-24 of the Florida Administrative Code, Drug Testing Rule of the Division of Workers' Compensation of the Department of Labor and Employment Security; F.S. Section 287.087, Procurement of Fla, D.O.T. Contractual Services; and F.S. Chapter 893 Drug Abuse Prevention and Control.

Provisions for employer protection regarding drug testing and Florida workers' compensation law are clearly specified in Florida Statute 440, Sections 101 and 102.

**K. FEDERAL AND STATE LAWS AND REGULATIONS**

Nothing in this statement of policy shall be presumed to override, amend or change any requirements of Florida and/or Federal law. In the event any of the provisions of this policy conflict with applicable laws and regulations, such laws and regulations will be deemed to control.

**L. AMENDMENT AND SEVERABILITY**

Barefoot Bay Recreation District may amend this policy in any and all respects at any time. If any provision of this policy or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of the terms of this policy and the application of any invalid or unenforceable provisions to other parties or circumstances will not be affected thereby, and to this end the provisions of this policy are severable.

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**M. SUBSTANCES WHICH COULD ALTER OR AFFECT THE OUTCOME OF A DRUG TEST**

(BRAND NAMES AND COMMON NAMES)

1. **AMPHETAMINES:** Abetrol, Biphetamine, Desoxyn, Dexedrine, Didrex
2. **CANNABINOIDS:** Marinol (Dronabinol, THC), Marijuana, Hash Pot
3. **COCAINE:** Cocaine HCl topical solution (Roxanne), Crack, Coke
4. **PHENCYCLIDINE:** Not legal by prescription; PCP, Angel Dust
5. **OPIATES:** Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Lortab, (Hydrocodone) Opium, Morphine , Heroin
6. **METHAQUALONE:** Not legal by prescription
7. **BARBITURATES:** Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Firoicet, Esgic, Butisol Mebaral, Butabarbital, Butabital
8. **METHADONE:** Dolphine, Methadose
9. **BENZODIAZEPINES:** Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Rohypnol and Centrax
10. **PROPOXYPHENE:** Darvocet, Darvon N, Dolene, Etc.
11. **ALCOHOL:** Liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol; Comtrex is 20% (40 proof); Contac Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof); Booze, Drink

*Other Drugs which may or may not be listed above:*

Meperidine (Demerol) Quinine Methamphetamine, Meth Hydromorphone (Dilaudid) Phenothiazines Phenmetrazine (Preludin) Pentazocine (Talwin) Amitriptyline/Nortriptyline (Elavil) Ecstasy, MDMA/MDA Fentanyl, Tramadol	Phenobarbital Imipramine/Desipramine Hydroxyzine (Vistaril) Doxepin (Sinequan/Adapin) Hydrocodone (Hycodan) Phentermine Meperidene Other Barbiturates (specific identity not differentiated, includes: Amobarb, Pentobarb, Secobarb, Butalbital, etc.)	Diazepam (Valium) Ativan and/or Dalmane Clonazepam (Klonopin) Meprobamate (Equanil) Glutethimide (Doriden) Ethchlorvynol (Placidyl) Fenfluramine Other Benzodiazepines (specific identity not differentiated, includes: Librium, Larazepam, etc)
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**Barefoot Bay Recreation District**

**N. DRUG FREE WORKPLACE POLICY - INFORMATION AND REVISION SHEET**

THIS INFORMATION AND/OR REVISION NUMBER (original) DATED **April 27, 2010**

**BBRD DFWP Program Administrator:** Susan Cuddie

**BBRD Location:** Barefoot Bay Recreation District  
625 Barefoot Boulevard  
Barefoot Bay, FL 32976  
772-664-3141

**Your Drug Testing Laboratory is:** Quest Diagnostics  
3175 Presidential Drive  
Atlanta, GA 30340  
800-877-7484

**Your Collection Site is:** Quest Diagnostics  
13256 US Hwy 1, Unit 4  
Sebastian, FL 32958  
772-388-1060

**Your MRO is:** Charles Moorefield, MD  
Medical Review Office  
2191 Julian Ave NE Suite 2  
Palm Bay, FL 32905  
321-728-7113

**For EAP (Employee Assistance Program) Referral see Article III, Section O or contact BBRD DFWP Administrator listed above.**

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**NATIONAL HOTLINE NUMBERS**

**Employee Assistance Program**

**The following organizations and resources provide free, confidential assistance to individuals who have, or know someone who has, a problem with alcohol or other drugs.**

**Substance Abuse Treatment Locator** [www.findtreatment.samhsa.gov](http://www.findtreatment.samhsa.gov)

**Phone: 1-800-662-4357 / 1-800-662-9832 (Español) / 1-800-228-0427 (TDD)**

This Substance Abuse and Mental Health Services Administration (SAMHSA) Web site and toll-free phone line help individuals locate drug and alcohol abuse treatment programs in their communities.

**Other National Hotlines & National Assistance Groups:**

Drug & Alcohol Abuse Hotline	1-800-252-6465
Drug Addiction Referral Hotline	1-800-758-5877
Alcoholics Anonymous	1-800-344-2666
Narcotics Anonymous	1-818-773-9999
AL-ANON Family Group Headquarters	1-800-356-9996
Child Help's - National Child Abuse Hot Line	1-800-422-4453
M.A.D.D.	1-800-438-6233
S.A.D.D.	1-508-481-3568
Families Anonymous	1-800-736-9805
Florida Alcohol and Drug Abuse Association	1-850-878-2196
National Runaway Switchboard	1-800-621-4000
National Institute on Drug Abuse (NIDA)	1-301-443-1124
National Suicide Prevention Lifeline	1-800-273-8255
National Council on Alcoholism & Drug Dependence Hopeline	1-800-622-2255
National Clearing House for Alcohol & Drug Information	1-800-729-6686

Employees may also speak with BBRD representative identified in Article III, Section N for additional Employee Assistance Program (EAP) Information.

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**Barefoot Bay Recreation District  
Drug Free Workplace Program**

Employee Name \_\_\_\_\_

ID Number \_\_\_\_\_

**DOCUMENTATION OF BASIS FOR REASONABLE SUSPICION TESTING**

Prepare within 7 days after all testing for reasonable suspicion, give to employee upon request, and keep confidential for at least one year.

Date of testing for reasonable suspicion \_\_\_\_\_.

Circumstances, which existed to warrant the testing done for reasonable suspicion, were as follows:

- \_\_\_\_\_ A report of drug use, provided by a reliable and credible source, which has been independently corroborated.
- \_\_\_\_\_ Evidence that an individual has tampered with a drug test during his employment with the current employer.
- \_\_\_\_\_ Information that an employee has caused, contributed to, or been involved in an accident while at work.
- \_\_\_\_\_ Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery or equipment.
- \_\_\_\_\_ Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol.
- \_\_\_\_\_ Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

Additional Comments:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer Signature

## Board of Trustees Meeting Agenda Memo

Date: May 23, 2017

**Title: Discussion of a BBRD Property Self-Insurance program for Homeowners**

Section & Item: 9F

Department: Office of District Clerk

Fiscal Impact: TBD

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

Attachments: N/A

Reviewed by  
General Counsel: N/A

Approved by:



### Requested Action by BOT

Discussion and direction to staff.

### Background and Summary Information

Trustee Diana asked that the topic of creating a BBRD property self-insurance program for homeowners be placed on the agenda.

Staff requests direction from the BOT regarding this matter.

# Manager's Report



## **Barefoot Bay Recreation District**

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

Phone 772-664-3141  
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**Memo To:** Board of Trustees  
**From:** John W. Coffey, Community Manager  
**Date:** May 23, 2017  
**Subject:** Manager's Report

Due to the short turnaround from the 12May17 BOT meeting, there is nothing to report at this time. A full report will be provided at the meeting.

# Attorney's Report

# Trustees Liaison Reports

# Incidental Remarks from Trustees

# Audience Participation

# Adjournment