

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

Friday, November 9, 2018

1:00 PM

1225 Barefoot Boulevard, Building D/E



BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting
Friday, November 9, 2018 at 1 P.M.
Building D&E

AGENDA

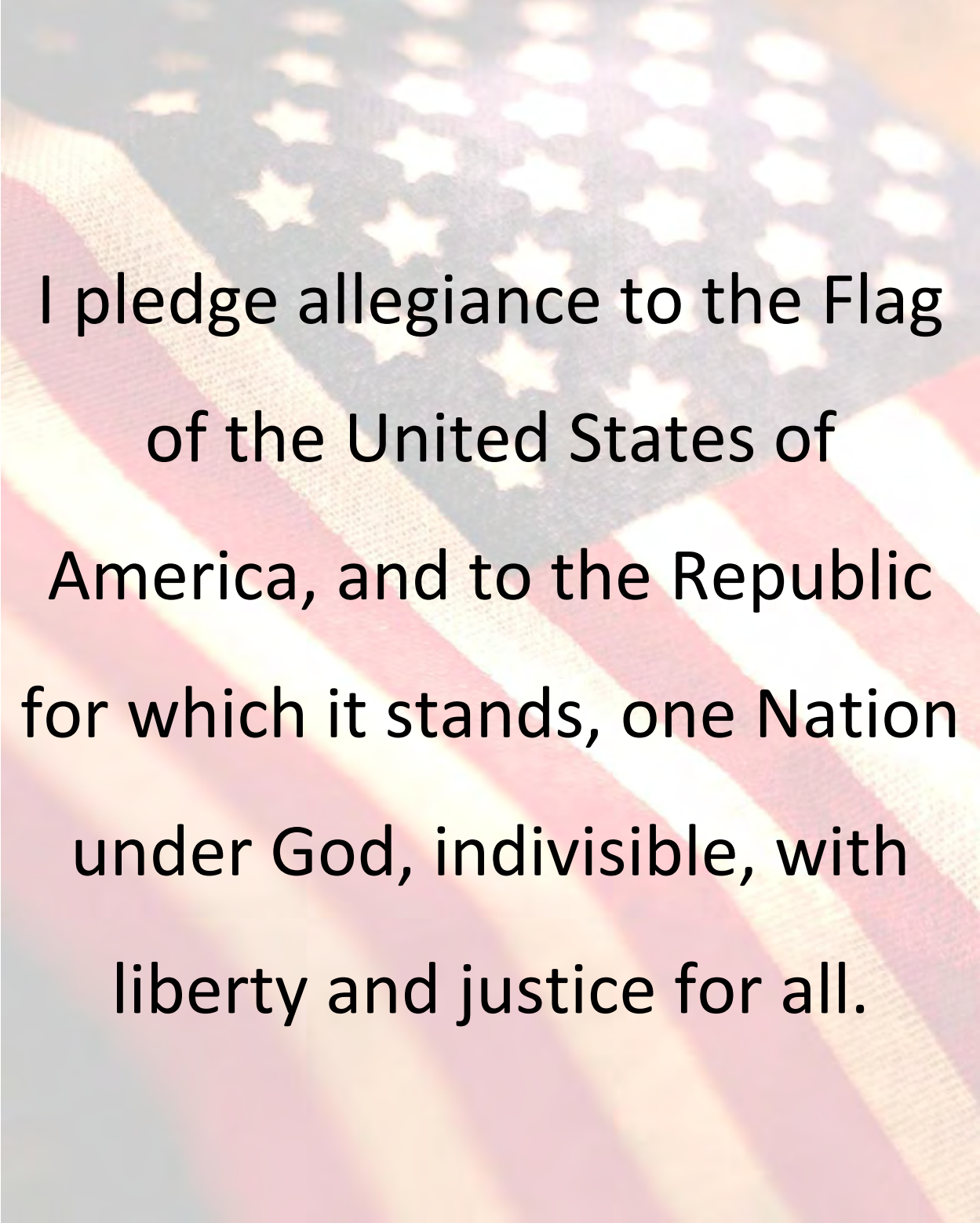
Please silence all electronic devices

1. Thought for the Day
2. Pledge of Allegiance to the Flag
3. Roll Call
4. Presentations and Proclamations
 - A. Employee Milestone
5. Approval of Minutes
6. Treasurer's Report
7. Audience Participation
8. Unfinished Business
9. New Business
 - A. Budget Amendments
 - i. FY18 Miscellaneous
 - ii. FY18 to FY19 Projects Roll-Foward
 - B. Neighborhood Revitalization Program Purchase Confirmation: 969 Laurel Circle
 - C. Lakeside of Lounge New Year's Eve Entrance Fee Proposal
 - D. Facilities Assessment and Capital Forecasting Program Set Up Proposal
 - E. Christmas Parade Support Request
10. Manager's Report
11. Attorney's Report
12. Incidental Trustee Remarks
13. Adjournment

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

Thought of the Day





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. Lavier

1st Vice Chair - Mr. Diana

2nd Vice Chair – Mr. Wheaton

Secretary - Mr. Klosky

Treasurer - Mr. Cavaliere

Also Present

General Counsel- Cliff Repperger, Jr., Esq.

Community Manager - John W. Coffey

District Clerk - Dawn Myers

Presentations

Approval of Minutes



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting October 12, 2018 1 P.M. – Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on October 12, 2018 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Lavier called the meeting to order at 1:00 P.M.

Thought for the Day

Mr. Lavier 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

Led by Mr. Diana.

Roll Call

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

Presentations

Mr. Lavier read a resolution on behalf of the Board of Trustees recognizing the importance of breastfeeding in accordance with Florida laws and statutes. Ms. Myers was on hand to accept the resolution on behalf of the Florida Department of Health Brevard County.

Mr. Cavaliere made a motion to accept the resolution. Second by Mr. Diana. Motion carried unanimously.

Mr. Lavier read and presented a proclamation on behalf of the Board of Trustees to Mr. Coffey for reaching a 5-year milestone as Barefoot Bay's Community Manager. Mr. Lavier thanked Mr. Coffey for his outstanding service to the community and for his role in the completion of major projects and significant improvements in Barefoot Bay under his leadership. The Board congratulated Mr. Coffey on being the longest running Community Manager in Barefoot Bay's history.

Mr. Diana made a motion to accept the proclamation. Second by Mr. Klosky. Motion carried unanimously.

Minutes

Mr. Klosky made a motion to accept the minutes from September 25th and September 14th. Second by Mr. Cavaliere. Motion carried unanimously.

Treasurer's Report

Mr. Cavaliere read the Treasurer's Report for October 12, 2018.

Mr. Klosky made a motion to approve the Treasurer's Report as written. Second by Mr. Cavaliere. Motion carried unanimously.



BAREFOOT BAY RECREATION DISTRICT

Audience comment On Agenda Items

Mr. Rich Schwatlow suggested that interested residents may want to form a Barefoot Bay marching band. He emphasized the upcoming Christmas season coming up would be a great time to have a marching band to add to the annual Christmas Parade.

Ms. Deb Dalton requested assistance with the Kid's Christmas Golf Tournament fundraiser coming up in November. She asked the Board to please waive the green fees on that day and help with the food costs. All proceeds will go towards helping the children in Barefoot Bay.

Mr. Cavaliere stated that he will allow Food & Beverage to charge the food at cost.

Mr. Cavaliere made a motion to donate the entire cost of the food and waive the green fees for the day of the tournament. Second by Mr. Klosky. Motion carried unanimously.

New Business

Trustee Cavaliere Presentation: "Why Pay As You Go Will Not Work."

Mr. Rich Schwatlow shared his opinion on Pay As You Go financing stating that he is in favor of this method. He did not feel comfortable commenting on a topic before hearing what the Board had to say about it.

Ms. Luann Henderson stated her opinion on why the topic of the Loan or 30-year Bond is still being discussed even though some residents have voiced their opposition to it.

Mr. Tom Guinther commented on the agenda item stating that he was opposed to it as it looks like campaigning and requested that it be removed from the agenda. He stated that he will develop his own 5-year plan and have it available for the residents online.

Mr. Jack Reddy proposed his alternate plan for financing via Pay As You Go by using a short-term loan and the \$700,000 we already have in the General Fund.

Mr. Ed Keeley presented his own ideas on financing the 21 projects in four phases with the Pay As You Go Financing method.

Mr. Dick Lepage gave his opinion on reserve accounts as an option to save money for projects without putting a strain on the residents.

Mr. Rick Berndsen voiced his dissatisfaction with the outcome of a meeting he had with Mr. Cavaliere in an attempt to explain his ideas for a plan to finance the 21 projects with the Pay As You Go method and a short-term loan. He presented his plan to the Board.

Ms. Carol Joseph shared her appreciation for all the residents who cared enough to take the time to research alternate options for financing the projects. She encouraged them to keep open minds when hearing the trustees out as they too have spent a lot of time holding workshops and listening to professionals and the community, in an effort to make sound financial decisions. She reminded the residents that the Board only has the best interest for the Bay in mind.

Mr. Cavaliere presented his plan on Why Pay As You Go will not work to the residents via a PowerPoint presentation. Mr. Cavaliere stated that Pay As You Go will only drag out the projects over time. In his vision the final projects will be nearing completion in fiscal year 2046. He stated that he was unclear why some people would prefer to foot the entire bill for new facilities now rather than let future generations pay long term as they are the ones that will be using them for years to come. He stated that until he is presented with an alternate sensible plan he will maintain his position on the 30-Year Bond.



BAREFOOT BAY RECREATION DISTRICT

Discussion of AIRBNB Short-Term Rentals

Mr. Jack Reddy encouraged the Board to come up with a plan that will restrict the few people that are taking part in the short-term rentals. He cautioned the Board of allowing Barefoot Bay to get turned into a “trailer park” environment.

Ms. Patty Becker gave an alternate experience of the positive side of AIRBNB renting. She stated that she lists her refurbished home on the site for a few days or months at a time, but she informed the Board that AIRBNB vets the home for the owner and for the renter. The renters can leave comments about the quality of her home and her response rate on the website just as she can leave feedback about the quality of the renter. She decided upon this type of rental after experiencing a nuisance renter in a home of a friend that could not get legally get rid of the renter. She stated that she endured the renter’s disturbance due to alcohol abuse and continuous family fighting in the home right next door to her for two years.

Mr. Jeff Grunow thanked Mr. Diana for bringing the topic to the agenda. He stated that though AIRBNB is not always a negative experience he has researched the service and found that it does change the climate of the neighborhood in which it is located. He agreed with Mr. Reddy in believing that if we allow the rentals we would have to implore great due diligence.

Mr. Diana stated that he is not trying to interfere with homeowner’s rights but simply trying to make sure the Bay is not being taken advantage of and is compensated for the extra traffic at the facilities and amenities. Mr. Cavaliere requested the topic be brought to a workshop at the first of the year. Consensus of the Board to schedule a workshop to discuss short term rentals in the beginning of the year.

Non-Tipped Minimum Wage for Tipped Employees Who Attend Mandatory Meetings

Mr. Diana brought the topic to the agenda due to overhearing the Food and Beverage employees voice concern for the many various meetings they must come in for on their days off at their regular pay. He suggested paying the employees at the standard minimum wage rate when having to come in for training and staff meetings. The Board discussed the wages stating that the employees may have an hour meeting or training at their regular pay but during their regularly scheduled work days they sometimes exceed minimum wage on their shift which makes up for the imbalance. No action taken.

Handicap Rails in Building A Women’s Restroom Non-Handicap Stalls

Ms. Carol Joseph commended the Board on making the right decision by supporting the Brevard Health Department’s campaign to follow the Surgeon General’s lead in bringing the importance of women’s breastfeeding and its overwhelmingly positive impact on babies’ health to the Board. She mentioned that installing changing tables in the restrooms would also make a positive impact.

Mr. Diana stated that he put this item on the agenda because of his conversations with an elderly female who frequents Building A and speaks for many of her peers. She hoped her concern would be heard in front of the Board. Mr. Diana stated that he empathized with the need for rails in the bathrooms as his vision causes him to be unsteady at times as well. Mr. Coffey stated that the rails are \$50 per stall for materials and labor for the installation will be a separate amount. Mr. Wheaton stated that staff does not have enough hours in the day for their current workload. Mr. Cavaliere was not confident that this expense should be taken on because of one individual’s request. No action taken.



BAREFOOT BAY RECREATION DISTRICT

Paws Meals on Wheels Request

Mr. Ted Pankiewicz of the Paws Meals on Wheels Senior Pet Sanctuary presented his offer to service the residents of Barefoot Bay by supplying pet food to those individuals in need of assistance with feeding their pets. He explained that he would only need a place to park the trailer of food in a centralized location once a month to make it available to the residents. He can deliver to any disabled or elderly residents unable to pick up the food if necessary.

Mr. Klosky made a motion to allow Paws Meals on Wheels a spot in the Building A parking lot on the 2nd week of the month to park their trailer allowing residents access to the free pet food. Second by Mr. Wheaton. Motion carried unanimously.

Revised Policy Manual

Mr. Coffey presented the Workshopped amendments to the Policy Manual. He brought attention to the tentative changes allowing for additional guest pass fees for short term renters use of the amenities that can be removed or deferred based on the decisions made earlier in the meeting. Consensus to keep the language.

General Counsel Repperger read the resolution:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAY RECREATION DISTRICT;
PROVIDING FOR THE ADOPTION OF VARIOUS REVISIONS TO THE POLICY
MANUAL ADOPTED MAY 8, 2009, AS SUBSEQUENTLY AMENDED THROUGH DECEMBER 08,
2017; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Mr. Klosky made a motion to approve the resolution amending the Policy manual. Second by Mr. Diana. Motion carried unanimously.

Revised Employee Handbook

Mr. Coffey presented staff amendments in the Employee Manual to the Board for approval.

Mr. Cavaliere made a motion to approve the Employee Manual as presented. Second by Mr. Klosky. Motion carried unanimously.

2019 Independence Week Fireworks Display

Mr. Coffey requested the Board award the contract for the fireworks display next year to Sabella's and to waive the second bid requirement. He informed the Board that staff has scheduled the display to take place on June 30th which is the closest Sunday to the 4th of July. He explained that staff anticipates a successful Sunday Street Dance following the fireworks display as was the case last year.

Mr. Cavaliere made a motion to waive the 2nd bid requirement and award the contract to Zambelli's. Second by Mr. Wheaton. Motion carried unanimously.

New Administration Building Furniture

Mr. Coffey requested the Board waive the 2nd bid requirement for the new office furniture going into the New Administration Building and proceed with procurement of the furniture. He stated that the budget for the furniture was originally \$24,900. Finance Manager, Charles Henley, worked with staff to obtain the most cost-effective items bringing the total cost down to \$18,482.

Mr. Cavaliere made a motion to waive the second quote requirements and authorize the Community Manager to proceed with the five purchases at a cost of \$18,482.00 plus shipping. Second by Mr. Diana. Motion carried unanimously.

Barefoot Bay Realty Lease Revocation



BAREFOOT BAY RECREATION DISTRICT

On August 21st, Trustee Wheaton requested that the application for lease of the vacant office space in the shopping center be placed on the agenda for consideration. The Board subsequently approved the lease at that meeting. However, the individual has now had the lease for a month and has refused to sign it. Mr. Coffey recommends the Board revoke the lease and relist the space for rent immediately.

Mr. Cavaliere made a motion to revoke the lease agreement and instruct staff to re-list the unit for lease. Second by Mr. Klosky. Motion carried unanimously.

Donation Request

Mr. Frank N. Cavaliere and Mr. John McCarthy, owners of Holy Cannoli Bakery, submitted a request to fund the purchase of an outdoor refrigerated sandwich prep unit to be used by Food & Beverage.

Mr. Diana made a motion accept the donation. Second by Mr. Wheaton. Motion carried unanimously.

Pool #3 Heater Replacement

Mr. Coffey stated that the FY19 R&M/Capital Department Budget contains funding for the replacement and upgrade of the existing 400,000 BTU heater to a 1,000,000 BTU gas heater for Pool #3. He recommended the Board award the contract to The Gas Man and waive the 2nd quote requirement.

Mr. Cavaliere made a motion to award contract to The Gas Man in the amount of \$10,892 for a Pool #3 replacement heater while waiving the second quote requirement. Second by Mr. Wheaton. Motion carried unanimously.

Manager's Report

District Clerk

- **Copier Upgrades Update:** All new copiers were installed the first week of October.

Finance

- **Surplus Property Disposition Update** – Staff continues to thin the herd of surplus items. Year-to-date auction receipts total \$12,169.02.

Resident Relations

ARCC Updates

- Meeting on October 2nd had 23 permits on the agenda: 11 consent (not changing the footprint of the home) approved, 11 non-consent (i.e. anything requiring a survey) approved and 1 old case was denied.
- The next meeting will be on October 16th at 9 am in the BFBHOA office.

Violations Committee Updates

- Meeting on October 12th has 17 cases on the agenda.
- The next meeting will be on October 26th at 10 am in Bldg. D&E with 38 cases on the agenda.

Neighborhood Revitalization Program (NRP) Update

- The BOT Sub-Committee, san Trustee Klosky, met on October 10, 2018 and made two recommendations to the BOT which will be on the October 23, 2018 agenda.
- The next meeting of the NRP will be April 17, 2019 at 2pm in Building D.

Interesting Facts:



BAREFOOT BAY RECREATION DISTRICT

- Within the past 60 days: 14 new hires, 7 separations (all resigned), average employee head count 108
- In September 28 (36 people) new homeowners received their social membership badges and new homeowner packets
- September Community Watch Statistics: 14 calls for suspicious activity to BCSO, 54 Illegally parked boats or other vehicles reported to DOR/ARCC Inspectors and 14 non-operating street lights reported to FPL (10 repaired so far).

Food & Beverage

- **BBRD's Annual Halloween Party Update** – As in the past, the Spooktacular event takes place in the Lounge on Saturday, October 27th from 6-10pm. Prizes for best costumes, a Crystal Head vodka raffle and great music by The Kore. Food will be available.
- **2019 Barefoot By The Lake Festival Update** – Next year's event kicks off on Friday, February 15 with one of the most IN DEMAND tribute acts in the country- a Beach Boys/Eagles concert by Woody and Longboards from Riverside, California. Starting November 1st Barefoot Bay residents can purchase tickets in the BFBHOA office for \$10 field tickets (guaranteed seating) and in the Lounge \$15 "Lakeside of the Lounge" (guaranteed) seats. There will also be open free seating available. Flyers with all the details are posted.
- **Pasta Night Update** – This week's event grossed \$1,700.90 in sales, \$756.80 increase over the same week last year. Of interest, 54% of the 85 meals sold were the two weekly specials, accounting 64% of food sales receipts.
- **Sun Sail Update** – On Tuesday, October 16th, installation of the Sun Sail will commence with completion scheduled for the following day.

Golf-Pro Shop

- **Projects**
 - Bunker project sod replacement, and repair will begin Oct 15th
 - Hole 16 Restrooms Renovation continues with completion expected by mid-October
 - Picnic Area: 4 picnic tables with umbrellas are in place. Concrete base and screenings will be installed by Property Services
- **FY19 Membership Update** – Staff began accepting membership payments on October 1st in the Pro Shop. To reduce costs, statements will not be mailed. Once again members will have 3 ways to pay:
 - Entire amount
 - 3 Payments (Oct 1st, Nov 1st and Dec 1st) (processing fees apply)
 - 12 monthly payments (processing fees apply)
- Tournaments (Please call pro shop 664-3174 for details)
 - Christmas for Kids
 - November 3rd 8:30 Shotgun
 - \$30.00 per player
 - Sign up begins Oct 15
 - Member/Member
 - November 17th 8:30 Shotgun
 - 18-Holers \$35.00 per person, 9-Holers \$28.00 per person
 - Sign up begins November 1st
- Thanksgiving Day Hours
 - Pro Shop Closes at 2pm



BAREFOOT BAY RECREATION DISTRICT

- Last Cart out at 10am
- Course Overseed Schedule (may be adjusted due to weather)
 - November 13 (Back nine and putting green will be closed)
 - November 14 (Front nine and driving range will be closed)

Ernie says, “only 74 more shopping days till Christmas.” Get your BBRD logoed gifts at the Pro Shop.



Property Services

- Repaired the stormwater pipe and filled in the hole to the southwest of the pickleball courts
- Continued to repaint and make repairs to the deck on Pool # 1
- Continued work on the men’s room on the 16th Hole
- Addressed all current DOR grass violations
- Continued to monitor the installation of the new pickleball courts
- Secured the needed materials for the Over 60 Softball Association new season
- **Pickleball Court Project Update** – The project is substantially completed. Installation of the nets (to be provided by the vendor) still to be accomplished. Staff will be scheduling an official Pickleball Court opening ceremony with the Trustees in the near future.
- **Retaining Wall Study Update** – An engineer from TLC conducted the 2nd walk though and visual analysis of Pool #1 retaining walls this week and will provide staff the locations for bore pits to further explore the stability of the walls.
- **Lounge Expansion Conceptual Design Exercise Update** – Staff has met twice with the architect working on the conceptual designs of the Lounge expansion project. A 2nd BOT workshop to review the 3 floorplans and 2 renders will be scheduled for mid-to-late November.

General Information

- **BOT NRP Sub-Committee Meeting** – The BOT sub-committee met on Wednesday, October 10th in Building D at 2pm.
- **Tattler Article** – Permission is requested from the BOT to submit the November FY20 Budget Kickoff Townhall meeting article to the Tattler. Consensus by the Board.
- **Project Tracker Update** – The project tracker (including signatory tracker) will now be provided to the BOT at the first meeting of each month as opposed to the previous practice of the 2nd meeting of the month.
- **Future BOT Meeting Dates Reminder** – There will only be one BOT meeting in November (9th) and December (7th).
- **New Administration Building Meeting Room Update** – Reservations for the meeting room within the New Administration Building will start being accepted through the Calendar Coordinator in the Resident Relations Office next Monday for dates starting on January 2, 2019.
- **Building C R&M/Capital Projects** – Staff requests permission to combine the following four FY19 projects into one project and develop an RFP for release in January 2019:
 - \$30,000 Roof Replacement; \$9,000 Doors Replacement; \$21,000 Windows Replacement;
 - \$22,000 Stucco Replacement

Mr. Coffey thanked the board and staff for acknowledging his 5-year milestone and stated that it has been a pleasure to come to work each day to serve the Board and the residents.



BAREFOOT BAY RECREATION DISTRICT

Attorney's Report

General Counsel Repperger stated that the new term limits for Trustees was accepted by the Board of Commissioners and will take affect after this coming election. He stated that he was surprised to see the minutes that came out of the last NRP meeting which called for the recommendation of hiring a real estate attorney handle the DOR and deed issues as he was not involved with the NRP meetings recently. He stated that he understands this may have come out of some poor communication on his part with staff. He stated that he has had conversation with DOR Manager Rich Armington and believes they have an understanding. Mr. Wheaton stated that he received General Counsel's plan of action but until he sees it there is nothing more to discuss. General Counsel Repperger stated that he will provide a plan of action to the Board and requested deferment of this recommendation for two months, so he has time to resolve the issues. General Counsel Repperger reported to the Board on former Trustee Chuck Mershon's status after the effects of Hurricane Michael. He did suffer some material damage, but he and his family are okay.

Trustee Incidental Remarks

Mr. Lavier apologized if he came off as too harsh regarding the 3-minute time limit on the audience participation segment of the meeting, but he must adhere to the rules.

Mr. Diana reminded the residents to acknowledge breast cancer awareness month.

Mr. Wheaton had no remarks at this time.

Mr. Klosky thanked Mr. Coffey for doing a great job in the community for the last 5 years and hoped he would see him for another 5 years.

Mr. Cavaliere wished everyone a great weekend.

Adjournment

Mr. Cavaliere made a motion to adjourn.

The next meeting will be on Tuesday, October 23, 2018 at 7PM in Building D/E.

Meeting adjourned 3:01PM.

Joseph Klosky, Secretary

Dawn Myers, District Clerk



BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Regular Meeting
October 23, 2018
7P.M. – Building D&E**

Meeting Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on October 23, 2018 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Lavier called the meeting to order at 7:00 P.M.

Thought for the Day

Mr. Lavier 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

Led by Mr. Diana.

Roll Call

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

Presentations

None brought forward.

Minutes

Approved at the following meeting due to short turnaround between BOT meetings.

Treasurer's Report

Mr. Cavaliere read the Treasurer's Report for October 23, 2018.

Mr. Klosky made a motion to approve the Treasurer's Report as written. Second by Mr. Diana. Motion carried unanimously.

Audience comment On Agenda Items

Mr. Rich Schwatlow requested the Board's thoughts on purchasing the land adjacent to the RV lot as a potential revenue generator and to better suit the needs of the growing community. Mr. Lavier reminded Mr. Schwatlow that the audience participation segment is not indented for a debate between residents and the Board but only as a platform for residents to voice their comments and concerns.

Mr. Rick Berndsen voiced his dissatisfaction with Mr. Cavaliere's response to his budget plan after his presentation to the Board at the last meeting.

Mr. Ed Keeley gave his opinion on the RV storage lot and the mini golf proposal. He stated that he did not feel the Trustees should take every suggestion from the residents as this will keep us in debt.



BAREFOOT BAY RECREATION DISTRICT

Ms. Margaret Moylin commented on the need for new darts in the Lounge. She also stated that she notices that the dogs are not on a leash in the Building A area.

New Business

Budget Amendments

FY18 Budget Amendment: Telephone/Data Cabling in New Administration Building

Staff recommended the BOT adopt the Resolution recognizing \$18,350 of Fund Balance to increase the FY18 portion of the New Administration Building Project Budget in the R&M/Capital Department.

Mr. Repperger read the Resolution:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2017-10; AMENDING THE BUDGET.

Mr. Klosky made a motion to approve the Resolution recognizing \$18,350 of Fund Balance to increase the FY18 portion of the New Administration Building Project Budget in the R&M/Capital Department.

Second by Mr. Cavaliere. Motion carried unanimously.

FY18 Budget Amendment: Telephone System for New Administration Building

Staff recommended the adopt the attached Resolution recognizing \$13,699.88 of Fund Balance to increase the FY18 portion of the New Administration Building Project Budget in the R&M/Capital Department.

Mr. Repperger read the Resolution:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2018-06; AMENDING THE BUDGET.

Mr. Klosky made a motion to approve the Resolution recognizing \$13,699.88 of Fund Balance to increase the FY18 portion of the New Administration Building Project Budget in the R&M/Capital Department.

Mr. Diana. Motion passed unanimously.

FY19 Budget Amendment: Transfer Surplus Workers Compensation Insurance

Budgets to Administration- District Clerk Liability Insurance

Staff recommended the BOT adopt the reallocation of the surplus workers compensation budget from various departments into the Liability Insurance line-item within the Administration Department: District Clerk Sub-department line item.

Mr. Repperger read the Resolution:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2018-06; AMENDING THE BUDGET.

Mr. Klosky made a motion to approve the Resolution reallocating the surplus workers compensation budget from various departments into the Liability Insurance line-item within the Administration Department: District Clerk Sub-department line item. Mr. Diana. Motion passed unanimously. Mr. Diana. Motion passed unanimously.



BAREFOOT BAY RECREATION DISTRICT

FY19 Budget Amendment: Re-organization of Support staff from Golf-Pro Shop to

Administration: District Clerk

Staff recommended the BOT adopt the Resolution reallocating budgeted expenditures for the Golf / Proshop Department to the Resident Relations and the Administration Departments and Resident Relations: Customer Service

Mr. Repperger read the Resolution:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2018-06; AMENDING THE BUDGET

Mr. Klosky made a motion to approve the Resolution reallocating budgeted expenditures for the Golf / Proshop Department to the Resident Relations and the Administration Departments. Second by Mr. Cavaliere. Motion passed unanimously.

Communication Letter

Staff received the Fiscal Year 2018 Audit Planning under the guidelines of GAGAS from our independent auditor, Moore Stephens Lovelace, P.A. and was directed to present the Audit Planning to the Board of Board. The Audit Planning outlines the Identification of Financial Statement Elements, Audit Objectives, Auditor Responsibilities, Management Responsibilities, General Audit Procedures, Internal Control Audit Procedures, Compliance Audit Procedures, Accounting and Reporting Issues, and Audit Schedule.

Board consensus to accept the Communications Letter.

Neighborhood Revitalization Program Sub-Committee Recommendations

Mr. Wheaton voiced concern on the slow response time by General Counsel Repperger pertaining to the turnaround time for the properties approved in the Neighborhood Revitalization Program (NRP) waiting to be purchased. He mentioned the loss of 635 Hyacinth due to the quiet title not being filed in time. He stated that if we are buying properties and losing them, we are going to still have to pay taxes. Mr. Wheaton maintained his recommendation that the Board should hire a real estate attorney. General Counsel Repperger explained the rationale in that case, he stated that an outline for an action plan to accomplish the cases he is currently working on was submitted to the Board as requested. Mr. Cavaliere stated that he is satisfied that General Counsel Repperger has a good understanding of what the Board is asking and has no problem extending the decision to hire a real estate attorney for two months. Mr. Klosky agreed that we should allow General Counsel the time to address his plan.

Board discussed acquiring a real estate agent to assist Mr. Rich Armington with the purchase of homes according to the NRP.

Mr. Klosky made a motion to allow a 3-month extension to General Counsel Repperger to apply his action plan in accordance to the NRP Committee. Second by Mr. Diana. Motion passed unanimously.

Mr. Cavaliere made a motion to seek proposals for a real estate agent to assist with the liquidation of the homes on the NRP list. Second by Mr. Diana. Motion carried unanimously.

Truck Replacement

The FY19 Approved Budget contains \$30,000.00 in the R&M/Capital Department for the replacement of a 2005 F-250 size truck. Staff solicited the following quotes for a truck with a “reading classic II service body”: \$32,757.00 Duval Ford Fleet Sales anticipated summer 2019 availability and \$37,059.22 Bartow Ford currently available on the dealer’s lot.



BAREFOOT BAY RECREATION DISTRICT

Staff recommended the BOT award a contract for the procurement of a 2019 Ford F-250 SuperCab with a “reading classic II service body” to Duval Ford Fleet Sales in the amount of \$32,757.00.

Mr. Diana made a motion to award a contract for the procurement of a 2019 Ford F-250 SuperCab with “reading classic II service body” to Duval Ford Fleet Sales in the amount of \$32,757.00 and instruct staff to execute a budget transfer from R&M/Capital Contingency to cover the overage. Second by Mr. Cavaliere.

Manager’s Report

Resident Relations

ARCC Update:

October 30th – 33 cases are on the agenda (18 consent and 15 non-consent)

Violations Committee Update:

October 26th – 22 cases

Neighborhood Revitalization Program Update:

NRP Chairman Wheaton authorized the purchase of 969 Laurel Circle today. Per the Rules of the BOT and Policy Manual, confirmation of said action will be placed on the November 9th agenda.

Food and Beverage

Sun Sail Update – The shade structure was installed lakeside of the Lounge last week.

The annual Halloween party is this Saturday at the Lounge from 6 until 10 p.m. Prizes for best costumes.

Barefoot by the Lake Update – On November 1st, tickets go on sale to reserve a seat at the Beach

Boys/Eagles tribute concert on February 15th. Flyers with all the details are posted.

Golf-Pro Shop

Projects Update

- Bunker project sod replacement complete (daytime watering will continue until sod is established)
- Hole 16 Restrooms Renovation complete
- Picnic Area: 4 picnic tables with umbrellas added, concrete base and screenings will be installed by Property Services
- Continuing drainage work along Hole #5
- Irrigation jockey pump Pipe fused
- Irrigation pump intake dredged

Membership Renewal Reminder – October 1st began accepting membership payments at pro shop. Statements will not be mailed. Once again you will have 3 ways to pay:

- Entire amount
- 3 Payments on Oct 1, Nov 1, Dec 1- Processing Fee Apply
- 12 monthly payments -Processing Fee Apply

Tournaments (Please call pro shop 664-3174 for details)

- Member/Member



BAREFOOT BAY RECREATION DISTRICT

- November 3rd 8:30am Shotgun
- 18-Holers \$35 per person 9-Holers \$28.00 per person
- Sign up begins November 1st
- Christmas for Kids
 - November 17th 8:30am Shotgun
 - \$35 per player
 - Sign up begins Oct 15

Thanksgiving Day Hours

- Pro Shop Closes at 2pm
- Last Cart out at 10am

Course Overseeding Reminder (May move few days due to weather)

- November 13th (Back nine and putting green will be closed)
- November 14th (Front nine and driving range will be closed)

Property Services

- Replaced 2 burned out lights on the Tennis courts
- Sodded area where pipe was repaired behind the pickle ball courts
- Trimmed oak trees around the Building A community center and park
- Removed 2 dead pine trees next to the bocce ball courts
- Installed a light over the service window at the Lounge
- Ordered replacement lights for the shuffle board courts
- Replaced ceiling tile and touched up paint in D&E
- Trimmed palm trees along the Blvd.
- Filled in post holes for the new sun sail back of the Lounge
- Addressed all current DOR grass violations
- Assisted District Clerk in trouble shooting Community Center Marquee Sign problems

General Information

November and December BOT meetings Reminder – Friday November 9th and Friday December 7th (1st Friday) are the only regularly scheduled meetings for the remainder of 2018.

Lounge Conceptual Design Follow-up Workshop – The second workshop where floorplans and renders will be reviewed is tentatively scheduled for Wednesday November 21st at 10am in Building D/E. Mr. Klosky stated that he could not make it to that meeting due to being out of town. Consensus to proceed with the workshop on November 21st.

Attorney's Report

No Report

Trustee Incidental Report

Mr. Cavaliere urged the residents to do their civic duty and go out to vote at both the local and national level on November 6th.



BAREFOOT BAY RECREATION DISTRICT

Mr. Klosky had no remarks.

Mr. Diana thanked the employee that worked last Sunday at the 19th Hole while he was there for breakfast then later on after 3pm was still working after her shift was over. He explained that the 19th Hole became unusually busy as she was supposed to leave so she opted to stay and help her fellow servers. Mr. Diana was glad to see the teamwork and comradery between the employees at the 19th Hole and thanked her for going above and beyond at her job.

Mr. Wheaton voiced extreme dissatisfaction with the behavior of the Trustees and the residents that have attacked him personally. Mr. Wheaton stated he expects better for the residents here. He stated that he is tired of Sunshine Law and Ethics violations and will go to the authorities if it continues.

Adjournment

Mr. Cavaliere made a motion to adjourn.

The next meeting will be on Friday, November 9, 2018 at 1PM in Building D/E.

Meeting adjourned 7:58PM.

Joseph Klosky, Secretary

Dawn Myers, District Clerk

Treasurer's Report

Barefoot Bay Recreation District

Treasurer's Report

November 9, 2018

Cash Balances in General Fund as of 11/2/18

Petty Cash

Total Petty Cash: \$ 2,000.00

Operating Cash in Banks

MB&T Operating Account

1,251,007.60

Total Operating Accounts: 1,251,007.60

Interest Bearing Accounts

BOA Money Market Account

-

SBA Reserve Account

674,750.11

Total Interest Bearing Accounts 674,750.11

Total Cash Balances in General Fund:

\$ 1,927,757.71

Total Daily Deposits and Assessments Received for 10/16 - 11/2/2018:

Daily deposits:

\$ 165,190.12

Assessments received (from County only):

-

Total Deposits Received \$ 165,190.12

Expenditures over \$5,000 for 10/16 - 11/2/2018:

Check Number	Vendor	Description	Check Amount
51400	Civic Plus	Board Docks	13,990.00
51410	Health First Health Plans	Employee Health Insurance - Nov and Renewal Balance	23,312.45
51411	Hunter Communications	Deposit on Telephone system - New Admin Building	6,849.94
51418	Rossway Swan et al	Legal - Oct.	6,240.39
51423	Special District Services, Inc	Management Fee - Oct.	12,940.63
51429	Bonnie J. Arsenault	Neighborhood Revitalization Program	10,000.00
51439	Florida Power & Light Co	Electric - Oct.	6,983.50
51440	The Gas Man	Pool 3 Heater Replacement	10,892.00
51448	Next Generation Air & Heat Inc.	Pro-shop AC / Shopping Center Air-Handler & Compressor	12,698.28
51462	US FoodService, Inc.	Food and Supplies	6,312.74
51468	Florida Municipal Insurance Trust	Liquor Liability Insurance	9,767.00
51476	ABM Landscape & Turf Services	Golf Course Maintenance - Oct.	38,691.16
51489	Creative Shade Solutions Inc	Final Payment - Sail Shades at Lounge	5,712.50
	US Treasury	Payroll Tax Liability - PPE 10/28/18	16,746.91
	Paychex	Net Payroll - PPE 10/28/18	58,054.96
	US Treasury	Payroll Tax Liability - PPE 10/14/18	15,420.86
	Paychex	Net Payroll - PPE 10/14/18	53,312.54

Total Expenditures over \$5,000 \$ 307,925.86

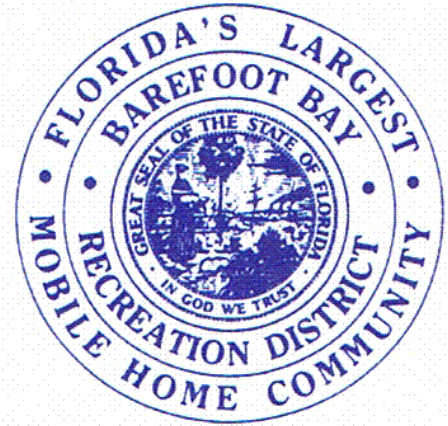
Audience Participation

Unfinished Business

New Business

Board of Trustees Meeting Agenda Memo

Date: Nov. 9, 2018
Title: **FY 2018 Year End Budget Amendment and Resolution**
Section & Item: 9A i
Department: Administration: Finance
Fiscal Impact: \$0.00
Contact: Charles Henley, Finance Manager
Attachments: NA
Reviewed by
General Counsel: Yes
Approved by: John Coffey, Community Manager



Requested Action by BOT

Review and Approve Budget Amendment and Resolution

Background and Summary Information

At the end of each fiscal year, state law permits staff up to 60 days to adjust the budget. Transfers within departments have been accomplished (as the BBRD Policy Manual permits the Finance Manager and Community Manager to execute said budget transfers without BOT formal approval). Transfers between departments (aka Budget Amendments) require BOT approval via resolutions. The below table represents the end of FY18 required Budget Amendments.

The reader should note the following:

- The long-term custom of BBRD (as driven by audit requirements) is to only adjust the departmental budget for expenditures/uses and not the budgets for revenues/sources.
- Available budget surpluses within the Administration Department (District Clerk and Finance) were previously aggregated into the contingency line shown below.
- Food & Beverage Department total revenues exceeded the budget by \$130,068.

Department	Line-Item	Increase	Decrease
Food and Beverage	F/T Salaries	9,240	-
Food and Beverage	P/T Wages	69,270	-
Food and Beverage	Overtime	3,900	-
Food and Beverage	Payroll Taxes	4,190	-
Food and Beverage	Music and Entertainment	31,650	-
Food and Beverage	Operating Supplies	4,340	-
Food and Beverage	Soft Drink & CO2	2,820	-
Food and Beverage	Paper Supplies	2,780	-
Administration (Finance)	Contingency	-	125,410
Resident Relations	Professional Fees	-	2,780
Total:		128,190	128,190

Staff recommends the BOT approve the accompanying Resolution for the FY18 Year-End Budget Amendment.

RESOLUTION 2018-

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
BAREFOOT BAY RECREATION DISTRICT AMENDING
RESOLUTION 2017-10; AMENDING THE BUDGET.**

WHEREAS, the Barefoot Bay Recreation District Board of Trustees adopted Resolution 2017-10, an operating Budget for the Fiscal Year beginning October 1, 2017 and ending September 30, 2018; and

WHEREAS, the Board of Trustees is desirous of amending the previously adopted Budget; and

WHEREAS, the Board of Trustees has ascertained that the following amendments are necessary to provide for the operation of the District for the Fiscal Year 2017-18:

An Amendment to transfer \$125,410 of Budgeted Expenditures from the Administration Department to the Food and Beverage Department.

An Amendment to transfer \$2,780 of Budgeted Expenditures from the Resident Relations Department to the Food and Beverage Department.

WHEREAS, the Board of Trustees has considered these amendments in a public meeting.

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

Section 1. The operating Budget for the Fiscal Year beginning October 1, 2017 and ending September 30, 2018 shall be amended as follows:

Transfer \$ 9,240 of Administration: Contingency to Food and Beverage: F/T Salaries.

Transfer \$ 69,270 of Administration: Contingency to Food and Beverage: P/T Wages.

Transfer \$ 3,900 of Administration: Contingency to Food and Beverage: Overtime.

Transfer \$ 4,190 of Administration: Contingency to Food and Beverage: Payroll Taxes.

Transfer \$ 31,650 of Administration: Contingency to Food and Beverage: Music and Entertainment.

Transfer \$ 4,340 of Administration: Contingency to Food and Beverage: Operating Supplies.

Transfer \$ 2,820 of Administration: Contingency to Food and Beverage: Soft Drink & CO2.

Transfer \$ 2,780 of Resident Relations: Professional Fees to Food and Beverage: Paper Supplies.

Section 2. The Community Manager and the Finance Manager are directed to adjust FY 2017/18 Adopted Budget.

Section 3. This Resolution shall become effective immediately upon adoption.

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

Chairman, Brian Lavier
Trustee, Steve Diana
Trustee, David Wheaton
Trustee, Joseph Klosky
Trustee, Frank Cavaliere

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 9th day of November 2018.

BAREFOOT BAY RECREATION DISTRICT

By: _____
Brian Lavier,
CHAIRMAN

Joseph Klosky,
SECRETARY

Board of Trustees Meeting Agenda Memo

Date: November 09, 2018

Title: **FY19 Roll Forward Budget Amendment and Resolution**

Section & Item: 9A ii

Department: Administration: Finance Manager

Fiscal Impact: \$1,001,316.00 (previously budgeted)

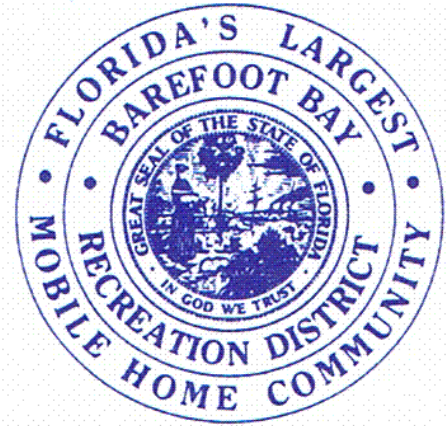
Contact: Charles Henley, Finance Manager or John W. Coffey, Community Manager

Attachments: Resolution

Reviewed by

General Counsel: Yes

Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Review and Approve Budget Amendment and Resolution.

Background and Summary Information

Staff has prepared a list of unfinished projects from FY18 to roll forward into the FY19 Budget as listed below:

Reason for Roll Forward	R&M / Capital Projects	FY18 Actual	FY18 Revised Budget	Balance Remaining	Roll Forward
Mid-FY18 year project	Lounge Expansion Concept Design	3,375	8,380	5,005	5,005
On-going Project	Neighborhood Revitalization Program	28,959	110,669	81,710	81,710
On-going Project	Replace Damaged Concrete	-	66,715	66,715	66,715
Project completed in early FY19	Sails (Sun Shades) South of Lounge	5,713	11,425	5,713	5,713
Project completed in early FY19	Addition of 4 Pickle Ball Courts	17,830	27,160	9,330	9,330
Project completed in early FY19	Restore Golf Course Bunkers Ph. 3	8,720	37,520	28,800	28,800
Project to be completed in early FY19	New Administration Building (NAB)	637,553	969,946	332,393	332,394
Deferred to FY19 to fund NAB	Replace Concrete & Pavers Lounge (West Side)	-	55,000	55,000	55,000
Deferred to FY19 to fund NAB	Relocate Heater Equipment into New Pit Bldg at Pool 1	-	44,000	44,000	44,000
Deferred to FY19 to fund NAB	Upgrade Elec. Infrast. in Bldg. A FY17	-	146,474	146,474	146,475
Deferred to FY19 to fund NAB	Upgrade Golf Cart Parking Area (Lounge) to Crushed Concrete	-	11,000	11,000	11,000
Deferred to FY19 to fund NAB	Additional Parking Lights @ Shopping Center	-	18,000	18,000	18,000
Deferred to FY19 to fund NAB	Expand Paver Area West of Lounge by 20 Ft	-	31,000	31,000	31,000
Deferred to FY19 to fund NAB	Replace Pit Bldg at Pool 1 and Add Salt Water	-	60,000	60,000	60,000
Deferred to FY19 to fund NAB	Replace Roof on Lounge	-	32,000	32,000	32,000
Deferred to FY19 (summer)	Comm.Ctr. Proj:Convert West Shuffle Board to Miniature Golf	-	22,500	22,500	22,500
FY17 Project (still cannot obtain bids)	Replace Pit at Pool 2	-	40,000	40,000	40,000
		N/A	N/A	N/A	989,642
	Golf / Pro-shop				
Project completed in early FY19	R&M Grounds - Grant Projects	41,367	63,900	22,533	10,600
	Property Services: Buildings				
On-going 6-year Phased Project	R&M Equipment - Multi-year Table & Chairs	11,411	12,680	1,269	1,074
					1,001,316

Staff recommends the BOT approve the accompanying resolution for the roll forward of FY18 unfinished projects to the FY19 Budget.

RESOLUTION 2018-

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
BAREFOOT BAY RECREATION DISTRICT AMENDING
RESOLUTION 2018-06; AMENDING THE BUDGET.**

WHEREAS, the Barefoot Bay Recreation District Board of Trustees adopted Resolution 2018-06, an operating Budget for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019; and

WHEREAS, the Board of Trustees is desirous of amending the previously adopted Budget; and

WHEREAS, the Board of Trustees is desirous of amending the previously adopted Budget; and

WHEREAS, the Board of Trustees has ascertained that the following amendments are necessary to provide for the operation of the District for the Fiscal Year 2018-19:

An Amendment in the amount of \$5,005 to be added to Lounge Expansion Concept Design line item in Capital Department Budget.

An Amendment in the amount of \$ 81,710 to be added to Neighborhood Revitalization Program line item in Capital Department Budget.

An Amendment in the amount of \$ 66,715 to be added to Replace Damaged Concrete line item in Capital Department Budget.

An Amendment in the amount of \$ 55,000 to be added to Replace Concrete & Pavers Lounge (West Side) line item in Capital Department Budget.

An Amendment in the amount of \$ 44,000 to be added to Relocate Heater Equipment into New Pit Bldg. at Pool 1 line item in Capital Department Budget.

An Amendment in the amount of \$ 332,394 to be added to New Administration Building line item in Capital Department Budget.

An Amendment in the amount of \$ 146,475 to be added to Upgrade Elec. Infrast. in Bldg. A FY17 line item in Capital Department Budget.

An Amendment in the amount of \$ 40,000 to be added to Replace Pit at Pool 2 line item in Capital Department Budget.

An Amendment in the amount of \$ 11,000 to be added to Upgrade Golf Cart Parking Area (Lounge) to Crushed Concrete line item in Capital Department Budget.

An Amendment in the amount of \$ 18,000 to be added to Additional Parking Lights @ Shopping Center line item in Capital Department Budget.

An Amendment in the amount of \$ 31,000 to be added to Expand Paver Area West of Lounge by 20 Ft line item in Capital Department Budget.

An Amendment in the amount of \$ 60,000 to be added to Replace Pit Bldg at Pool 1 and Add Salt Water System line item in Capital Department Budget.

An Amendment in the amount of \$ 32,000 to be added to Replace Roof on Lounge line item in Capital Department Budget.

An Amendment in the amount of \$ 5,713 to be added to Sails (Sun Shades) South of Lounge line item in Capital Department Budget.

An Amendment in the amount of \$ 9,330 to be added to Addi 4 Pickle Ball Courts line item in Capital Department Budget.

An Amendment in the amount of \$ 28,800 to be added to Restore Golf Course Bunkers Ph. 3 line item in Capital Department Budget.

An Amendment in the amount of \$ 22,500 to be added to Comm.Ctr. Proj:Convert West Shuffle Board to Miniature Golf line item in Capital Department Budget.

An Amendment in the amount of \$ 10,600 to be added to R&M Grounds line item in Golf / Pro-shop Department Budget.

An Amendment in the amount of \$ 1,074 to be added to R&M Equipment line item in Property Services Department Buildings Budget.

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

Section 1. The amendment shall be made to the operating Budget for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019.

Section 2. The Community Manager and the Finance Manager are directed to adjust FY 2018/19 Adopted Budget.

Section 3. This resolution shall become effective immediately upon adoption.

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

Chairman, Brian Lavier
Trustee, Steve Diana
Trustee, David Wheaton
Trustee, Joseph Klosky
Trustee, Frank Cavaliere

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 9th day of November 2018.

BAREFOOT BAY RECREATION DISTRICT

By: _____
Brian Lavier,
CHAIRMAN

Joseph Klosky,
SECRETARY

Board of Trustees Meeting Agenda Memo

Date: November 09, 2018

Title: Neighborhood Revitalization Program (NRP) Purchase Confirmation

Section & Item: 9B

Department: R&M/Capital

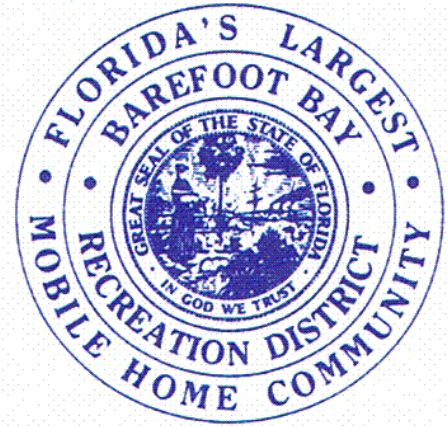
Fiscal Impact: Estimated \$20,092 (\$10,000 purchase, \$5,592 back taxes, and estimated \$4,500 for removal of structure)

Contact: Rich Armington, Resident Relations Manager/H.R. Coordinator; John W. Coffey, Community Manager

Attachments: Purchase authorization (signed by NRP Chairman Wheaton) and Contract

Reviewed by General Counsel: Yes

Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Confirmation of 969 Laurel Circle purchase per the Policy Manual's "purchase or Sale of Properties by BBRD Using Neighborhood Revitalization Program (NRP) Funding" (page 11).

Background and Summary Information

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

On October 23, 2018, NRP Chairman Wheaton authorized the purchase of 969 Laurel Circle for \$10,000.00. After closing, staff will obtain an asbestos study of the home and then demolition. Once a clean title is secured, the property will be listed for sale (of which the proceeds will go back into the NRP project line-item for future use to improve the community via the removal of derelict homes and the sale of the vacant property).

Staff recommends the BOT confirms the purchase of 969 Laurel Circle via the Neighborhood Revitalization Program.



NRP BAREFOOT BAY RECREATION DISTRICT

Address: 969 Laurel Circle

Sale price: \$10,000

Past Due taxes: \$5592.00

Barefoot Bay Lien \$4546.00

Estimated cost to remove: \$4,500.00




David Wheaton-NRP Chairman

Physical Address
931 Barefoot Boulevard # 1
Barefoot Bay, FL 32976-9233

(772)664-4839-Phone
(772)664-7552-Fax
www.bbrd.org

Billing Address
625 Barefoot Boulevard
Barefoot Bay, FL 32976-7305

1. **Sale and Purchase:** Bonnie J. Arsenault ("Seller")
and Barefoot Bay Recreation District ("Buyer")

(the "parties") agree to sell and buy on the terms and conditions specified below the property described as:

Street Address: 969 Laurel Circle

City: Barefoot Bay Zip Code: 32976 County: Brevard

Legal Description: Lot 35, Block 114, BAREFOOT BAY MOBILE HOME SUBDIVISION, UNIT TWO, PART TWELVE, according to the plat thereof as recorded in Plat Book 22, Pages 79 and 80, Public Records of Brevard County, Florida.

Tax ID No.: 30-38-10-JU-114-35 together with all existing improvements and attached items, including fixtures; built-in furnishings; major appliances (including but not limited to range(s), refrigerator(s), dishwasher(s), washer(s), and dryer(s)); _____ (#) ceiling fans (all ceiling fans if left blank); light fixtures; attached wall-to-wall carpeting; and rods, draperies, and other window treatments as of date of **Buyer's** initial offer. The only other items included in the purchase are:

Together with a 1974 KIMB Doublewide Mobile Home ID #'s 3K44LB35634A and 3K44LB35634B.

The following attached items are excluded from the purchase: _____

The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value, and is being left for **Seller's** convenience.

2. **Purchase Price:** \$ 10,000.00 payable by **Buyer** in U.S. currency as follows:

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: _____

Escrow Agent's Address: _____

Escrow Agent's Phone: _____

(a) \$ _____ "Initial Deposit" (\$0 if left blank) (**Check if applicable**)

☐ accompanies offer

☐ to be delivered to Escrow Agent within _____ days (3 days if left blank) after Effective Date

(b) \$ _____ Additional deposit to be delivered to Escrow Agent by _____ or within _____ days (10 days if left blank) after Effective Date

(c) _____ Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) \$ _____ Other: _____

(e) \$ _____ Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations)
All funds paid at Closing must be paid by wire transfer or other Collected funds.

3. **Financing: (Check as applicable)**

(a) ☒ **Buyer** will pay cash or obtain financing for the purchase of the Property. This Contract is not contingent on financing or appraised value unless otherwise stated herein.

(b) ☐ **Buyer** will apply for new ☐ conventional ☐ FHA ☐ VA ☐ other (specify) _____ financing specified in Paragraph 2(c) at the prevailing interest rate and loan costs based on **Buyer's** creditworthiness (the "Financing") within _____ days (5 days if left blank) after Effective Date and provide **Seller** with either a written Financing commitment or approval letter ("Commitment") or written notice that **Buyer** is unable to obtain a Commitment within _____ days (the earlier of 30 days after Effective Date or 10 days before Closing Date if left blank) after Effective Date ("Commitment Period"). **Buyer** will keep **Seller** and Broker fully informed about loan application status, progress, and Commitment issues and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. If, after using diligence and good faith, **Buyer** is unable to obtain a Commitment and provides **Seller** with written notice before expiration of the Commitment Period that **Buyer** is unable to obtain a Commitment, either party may thereafter cancel this

Bonnie J. Gentile (Formerly Arsenault)

Buyer (BKL) and Seller _____ acknowledge receipt of a copy of this page, which is Page 1 of 9.

CRSP-15 Rev 6/17

© 2017 Florida Realtors®

Licensed to Alta Star Software and ID: D34838558.GSDS.127292

Software and added formatting © 2018 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

Contract; and **Buyer's** deposit(s) will be refunded. **Buyer's** failure to timely provide **Seller** with written notice that **Buyer** is unable to obtain a Commitment will result in forfeiture of **Buyer's** deposit(s) if **Buyer** fails to close. Once **Buyer** provides the Commitment to **Seller**, the financing contingency is waived and **Seller** will be entitled to retain the deposit(s) if the transaction does not close by the Closing Date unless (i) the Property appraises below the purchase price and either the parties cannot agree on a new purchase price or **Buyer** elects not to proceed, or (ii) the property related conditions of the Commitment have not been met (except when such conditions are waived by other provisions of this Contract), or (iii) the loan is not funded due to financial failure of **Buyer's** lender, or (iv) another provision of this Contract provides for cancellation.

4. **Closing Date; Occupancy:** Unless the Closing Date is specifically extended by **Seller** and **Buyer** or by any other provision in this Contract, the Closing Date will prevail over all other time periods including, but not limited to, financing and inspection periods. Closing of this Contract (the "Closing") will occur on October 31, 2018 ("Closing Date") at the time established by the Closing Agent, by which time **Seller** will (i) have removed all personal items and trash from the Property and swept the Property clean and (ii) deliver the deed, occupancy, and possession, along with all keys, garage door openers, and access codes to **Buyer**. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone Closing for up to 5 days after the insurance suspension is lifted. If Paragraph 3(b) is selected and closing funds from **Buyer's** lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements (CFPB Requirements), then Closing Date will be extended for such period necessary to satisfy CFPB Requirements, provided such period does not exceed 10 days. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller**-provided title evidence, surveys, association documents, and other items, failing which **Buyer** authorizes Closing Agent to reimburse **Seller** \$ _____ (\$100 if left blank) from the deposit(s) for the cost of the documents.

5. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, Closing Agent will disburse at Closing the net sale proceeds to **Seller** and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**

Taxes and surtaxes on the deed

Recording fees for documents needed to cure title

Repairs and Permits: **Seller** will pay up to \$ _____ or _____% (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit"); and up to \$ _____ or _____% (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("WDO Repair Limit"); and up to \$ _____ or _____% (1.5% if left blank) of the purchase price for costs associated with closing out open permits and obtaining required permits for unpermitted existing improvements ("Permit Limit").

Other: _____

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Lender's title policy

Inspections

Survey

Flood insurance, homeowner's insurance, hazard insurance

Other: _____

(c) **Title Evidence and Insurance:** If **Seller** has an owner's title policy covering the Property, **Seller** will provide a copy to **Buyer** and title agent within 5 days after Effective Date. The charges for title evidence and any lender's policy will be calculated and allocated in accordance with Florida law but may be reported differently on certain federally-mandated closing disclosures and other closing documents.

Check (1) or (2)

(1) ☒ The title evidence will be a Paragraph 10(a)(1) owner's title insurance commitment. ☐ **Seller** will select the title agent and Closing Agent and will pay for the owner's title policy; title search, including tax and lien search; and all other fees charged by title agent and Closing Agent or ☒ **Buyer** will select the title agent and Closing Agent and pay for the owner's title policy; title search, including tax and lien search; and all other fees charged by title agent and Closing Agent or ☐ **Buyer** will select the title agent and Closing Agent,

Buyer  (_____) and Seller  (_____) acknowledge receipt of a copy of this page, which is Page 2 of 9.

CRSP-15 Rev 6/17

© 2017 Florida Realtors®

Licensed to Alta Star Software and ID: D34838558.GSDS.127292

Software and added formatting © 2018 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

- (2) and **Seller** will pay for the owner's title policy; title search, including tax and lien search; and all other fees charged by title agent and Closing Agent.
- (3) ☐ **Seller** will provide an abstract as specified in Paragraph 10(a)(2) as title evidence. ☐ **Seller** ☐ **Buyer** will pay for the owner's title policy and select the title agent and Closing Agent. **Seller** will pay fees for title searches, including tax and lien searches, before Closing, and **Buyer** will pay fees for title searches, including tax and lien searches, after Closing (if any) and all other fees charged by title agent and Closing Agent.
- (d) **Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing: real estate taxes (including special benefit tax assessments imposed by a community development district ("CDD")), interest, bonds, assessments, association fees, insurance, rents, and other current expenses and revenues of the Property. If taxes and assessments for the current year cannot be determined, taxes will be prorated on the basis of taxes for the preceding year as of the day before Closing and will be computed and readjusted, at either party's request, when the current taxes are determined with adjustment for exemptions and improvements. If there are completed improvements on the Property by January 1 of the year of the Closing, which improvements were not in existence on January 1 of the prior year, taxes will be prorated based on the prior year's millage and at an equitable assessment to be agreed upon by the parties before Closing, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. If the County Property Appraiser is unable or unwilling to perform an informal assessment before Closing, **Seller** and **Buyer** will split the cost of a private appraiser to perform an assessment before Closing. Nothing in this Paragraph will act to extend the Closing Date. This provision will survive Closing.
- (e) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before Closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before Closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments ☐ **Seller** ☒ **Buyer** (**Buyer** if left blank) will pay installments due after Closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of Closing. Public body does not include a Homeowners' Association or Condominium Association. Paragraph 5(e) does not apply to a special benefit tax lien imposed by a CDD pursuant to Chapter 190, Florida Statutes, which lien will be prorated pursuant to Paragraph 5(d).
- (f) **Tax Withholding:** **Seller** and **Buyer** will comply with the Foreign Investment in Real Property Tax Act, which may require **Seller** to provide additional cash at Closing if **Seller** is a "foreign person" as defined by federal law.
- (g) **Home Warranty:** ☐ **Seller** ☐ **Buyer** ☒ N/A will pay for a home warranty plan issued by _____ at a cost not to exceed \$ _____.
A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.
6. **Inspection Periods:** **Buyer** will complete all inspections referenced in Paragraphs 7(b), 8(a)(2), 8(b), and 8(c) by _____ (the earlier of 10 days after Effective Date or 10 days before Closing Date if left blank) ("Inspection Period").
7. **Real Property Disclosures:** **Seller** represents that **Seller** does not know of any facts that materially affect the value of the Property, including but not limited to violations of governmental laws, rules, and regulations, other than those that **Buyer** can readily observe or that are known by or have been disclosed to **Buyer**.
- (a) **Energy Efficiency:** **Buyer** acknowledges receipt of the energy-efficiency information brochure required by Section 553.996, Florida Statutes.
- (b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Radon levels that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. **Buyer** may, within the Inspection Period, have an appropriately licensed person test the Property for radon. If the radon level exceeds acceptable EPA standards, **Seller** may choose to reduce the radon level to an acceptable EPA level, failing which either party may cancel this Contract.
- (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built below the minimum flood elevation, **Buyer** may cancel this

Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 3 of 9.

CRSP-15 Rev 6/17

Licensed to Alta Star Software and ID: D34838558.GSDS.127292

Software and added formatting © 2018 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

© 2017 Florida Realtors®

Contract by delivering written notice to **Seller** within 20 days after Effective Date, failing which **Buyer** accepts the existing elevation of the buildings and zone designation of the Property.

(d) **Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

(f) **Mold:** Mold is part of the natural environment that, when accumulated in sufficient quantities, may present health risks to susceptible persons. For more information, contact the county indoor air quality specialist or other appropriate professional.

(g) **Coastal Construction Control Line:** If any part of the Property lies seaward of the coastal construction control line ("CCCL") as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

8. **Maintenance, Inspections, and Repair:** **Seller** will keep the Property in the same condition from Effective Date until Closing, except for normal wear and tear ("Maintenance Requirement") and repairs required by this Contract. **Seller** will provide access and utilities for **Buyer's** inspections and appraisals. **Buyer** will repair all damages to the Property resulting from the inspections, return the Property to its pre-inspection condition, and provide **Seller** with paid receipts for all work done on the Property upon its completion. If **Seller** is unable to complete required repairs or treatments or meet the Maintenance Requirement before Closing, **Seller** will give **Buyer** a credit at Closing for the cost of the repairs and maintenance **Seller** was obligated to perform. At Closing, **Seller** will assign all assignable repair and treatment contracts to **Buyer** and provide **Buyer** with paid receipts for all work done on the Property pursuant to the terms of this Contract.

(a) **Warranty, Inspections, and Repair:**

(1) **Warranty:** **Seller** warrants that non-leased major appliances; heating, cooling, mechanical, electrical, security, sprinkler, septic, and plumbing systems; seawall; dock; and pool equipment, if any, are and will be maintained in working condition until Closing; that the structures (including roofs, doors, and windows) and pool, if any, are structurally sound and watertight; and that torn or missing screens, missing roof tiles, and fogged windows will be repaired or replaced. Limited remaining life of any warranted item will not be considered a defect that must be repaired or replaced by **Seller**. **Seller** does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted from a defect in a warranted item. **Seller** is not obligated to bring any item into compliance with existing building code regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the working condition of the item, including pitted marcite; tears, worn spots, and discoloration of floor coverings/wallpapers/window treatments; caulking in bathroom; nail holes, scratches, dents, scrapes, and chips in ceilings/walls/flooring/tile/fixtures/mirrors; cracked roof tiles; curling or worn shingles; and minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

(2) **Professional Inspection:** **Buyer** may, at **Buyer's** expense, have warranted items inspected by a person who specializes in and holds a license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected ("professional inspector"). **Buyer** must, within 5 days after the end of Inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the portion of the inspector's written report dealing with such items to **Seller**. If **Buyer** fails to timely deliver written notice, **Buyer** waives **Seller's** warranty and accepts the items listed in Subparagraph (a) above in their "as is" conditions, except that **Seller** must meet the Maintenance Requirement.

(3) **Repair:** **Seller** will obtain repair estimates and is obligated only to make repairs necessary to bring warranted items into the condition warranted, up to the Repair Limit. **Seller** may, within 5 days after receipt of **Buyer's** notice of items that are not in the condition warranted, have a second inspection made by a

Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 4 of 9.

CRSP-15 Rev 6/17

Licensed to Alta Star Software and ID: D34838558.GSDS.127292

© 2017 Florida Realtors®

Software and added formatting © 2018 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

(4) professional inspector and will report repair estimates to **Buyer**. If the first and second inspection reports differ and the parties cannot resolve the differences, **Seller** and **Buyer** together will choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to repair warranted items equals or is less than the Repair Limit, **Seller** will have the repairs made in a workmanlike manner by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may cancel this Contract unless either party pays the excess or **Buyer** designates which repairs to make at a total cost to **Seller** not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

(b) **Wood-Destroying Organisms:** "Wood-destroying organism" means arthropod or plant life, including termites, powder-post beetles, old house borers, and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences. **Buyer** may, at **Buyer's** expense, have the Property inspected by a Florida-licensed pest control business to determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the inspector finds evidence of infestation or damage, **Buyer** will deliver a copy of the inspector's written report to **Seller** within 5 days after the date of the inspection. If **Seller** previously treated the Property for the type of wood-destroying organisms found, **Seller** does not have to treat the Property again if (i) there is no visible live infestation and (ii) **Seller** transfers to **Buyer** at Closing a current full treatment warranty for the type of wood-destroying organisms found. **Seller** will have 5 days after receipt of the inspector's report to have reported damage estimated by a licensed building or general contractor and corrective treatment, if required, estimated by a licensed pest control business. **Seller** will have treatments and repairs made by an appropriately licensed person at **Seller's** expense up to the WDO Repair Limit. If the cost to treat and repair the Property exceeds the WDO Repair Limit, either party may pay the excess, failing which either party may cancel this Contract by written notice to the other. If **Buyer** fails to timely deliver the inspector's written report, **Buyer** accepts the Property "as is" with regard to wood-destroying organism infestation and damage, subject to the Maintenance Requirement.

(c) **Permits:** **Buyer** may, at **Buyer's** expense, inspect and examine records and documents to determine whether any open or expired building permits or unpermitted improvements to the Property exist. **Buyer** will, before the end of the Inspection Period, deliver written notice to **Seller** of the existence of such; and **Seller** will remedy the reported items up to the Permit Limit and have final inspections completed no later than 5 days before Closing. If final inspections cannot be performed due to delays by the governmental entity, Closing will be extended for up to 10 days to complete such final inspections, failing which either party may cancel this Contract; and **Buyer's** deposit(s) will be refunded. At Closing, **Seller** will provide **Buyer** with written documentation that all reported items have been remedied. If the cost to remedy reported items exceeds the Permit Limit, either party may cancel this Contract unless either party pays the excess or **Buyer** accepts the Property in its "as is" condition and **Seller** credits **Buyer** at Closing the amount of the Permit Limit.

(d) **Walk-Through Inspection; Reinspection:** On the day before Closing or at any other time agreeable to the parties, **Buyer**, and/or **Buyer's** representative, may walk through the Property solely to verify that **Seller** has made repairs required by this Contract, has met the Maintenance Requirement, and has met contractual obligations. If **Buyer**, and/or **Buyer's** representative, fails to conduct this inspection, **Seller's** repair obligations and Maintenance Requirement will be deemed fulfilled.

9. **Risk of Loss:** If any portion of the Property is damaged by fire or other casualty before Closing and can be restored by Closing or within 45 days after Closing Date to substantially the same condition as it was on Effective Date, **Seller** will, at **Seller's** expense, restore the Property and deliver written notice to **Buyer** that **Seller** has completed the restoration; and the parties will close the transaction on the later of Closing Date or 10 days after **Buyer** receives **Seller's** notice. **Seller** will not be obligated to replace trees. If restoration cannot be timely completed, **Buyer** may cancel this Contract, and **Buyer's** deposit(s) will be refunded; or **Buyer** may accept the Property "as is" and **Seller** will credit the deductible and assign the insurance proceeds, if any, to **Buyer** at Closing in such amounts as are attributable to the Property and not yet expended in restoring the Property to the same condition as it was on Effective Date.

10. **Title:** **Seller** will convey marketable title to the Property by statutory warranty deed or trustee, personal representative, or guardian deed as appropriate to **Seller's** status.

(a) **Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in **Seller** in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent residential use of the Property: covenants, easements, and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas, and mineral rights of record if there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge before or at Closing. The party paying for the owner's title policy will, at least _____ days (if Paragraph 3(a) is selected then 5 days or if Paragraph 3(b) is selected then 10 days, if left blank) ("Title Evidence Deadline") before

Buyer (BVL) () and Seller () () acknowledge receipt of a copy of this page, which is Page 5 of 9.

CRSP-15 Rev 6/17

Licensed to Alta Star Software and ID: D34838558.GSDS.127292

Software and added formatting © 2018 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

© 2017 Florida Realtors®

Closing, deliver to **Buyer** one of the following types of title evidence (see Paragraph 5(c)), which must be generally accepted in the county where the Property is located. **Seller** will use option (2) in Miami-Dade County.

(1) **A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.

(2) **An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However, if such an abstract is not available to **Seller**, then a **prior owner's title policy** acceptable to the proposed insurer as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format acceptable to Closing Agent from the policy effective date and certified to **Buyer** or Closing Agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to **Seller** then (1) above will be the title evidence.

(b) **Title Examination:** **Buyer** will examine the title evidence and deliver written notice to **Seller**, within 5 days after receipt of title evidence but no later than Closing Date, of any defects that make the title unmarketable. **Seller** will have 30 days after receiving **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the Closing will occur on Closing Date or within 10 days after **Buyer** receives **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days after receiving **Seller's** notice, either cancel this Contract, extend Curative Period for a specified period not to exceed 120 days, or accept title with existing defects and close the transaction.

(c) **Survey:** On or before Title Evidence Deadline, **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller** within 5 days after receiving survey but no later than Closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. If **Buyer** timely delivers such notice, any reported encroachment or violation will be treated in the same manner as a title defect, and **Seller's** and **Buyer's** obligations will be determined in accordance with Subparagraph (b) above.

11. Effective Date; Time; Force Majeure:


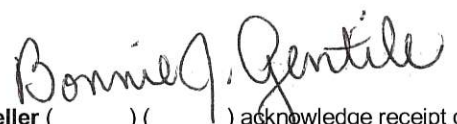
(a) **Effective Date:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and delivers the final offer or counter offer. **Time is of the essence for all provisions of this Contract.**

(b) **Time:** All time periods will be computed in business days (a "business day" is every calendar day except Saturday, Sunday, and national legal holidays). If any deadline falls on a Saturday, Sunday, or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

(c) **Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an "act of God" or "force majeure." An act of God or force majeure is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, acts of terrorism, and any other such causes and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, if such act of God or force majeure event continues beyond 30 days, either party may cancel this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be refunded.

12. **Notices:** All notices will be in writing and will be delivered to the parties and Broker by mail, personal delivery, or electronic media. Except for the notices required by Paragraph 3 of this Contract, **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transaction broker) representing a party will be as effective as if delivered to or received by that party.**

13. **Complete Agreement:** This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. Signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or

Buyer  () and Seller  () acknowledge receipt of a copy of this page, which is Page 6 of 9.

CRSP-15 Rev 6/17

Licensed to Alta Star Software and ID: D34838558.GSDS.127292

Software and added formatting © 2018 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

© 2017 Florida Realtors®

unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public records.

14. Assignability; Persons Bound: **Buyer** may not assign this Contract without **Seller's** written consent. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns (if permitted) of **Seller**, **Buyer**, and **Broker**.

15. Default:

(a) **Seller Default:** If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort, **Seller** fails, refuses, or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit(s) without waiving the right to seek damages or to seek specific performance as per Paragraph 16. **Seller** will also be liable to **Broker** for the full amount of the brokerage fee.

(b) **Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph 16; and **Broker** will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally between **Brokers**) up to the full amount of the brokerage fee.

16. Dispute Resolution: This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) **Disputes concerning entitlement to deposits made and agreed to be made:** **Seller** and **Buyer** will have 30 days after the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court, or the Florida Real Estate Commission ("FREC"). A broker's obligation under Chapter 475, Florida Statutes, and the FREC rules to timely notify the FREC of an escrow dispute and timely resolve the escrow dispute through mediation, arbitration, interpleader, or an escrow disbursement order applies only to brokers and does not apply to title companies, attorneys, or other escrow holders.

(b) **All other disputes:** **Seller**, **Buyer**, and **Broker** will have 30 days after the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties, including **Broker**, will resolve the dispute through neutral binding arbitration in the county where the Property is located. However, no arbitration arising out of or relating to this transaction or this Contract or its breach will include **Broker**, unless **Broker** consents in writing to become a party to the proceeding. A demand for arbitration is prohibited if a civil action requesting the same relief would be barred by Florida statute of limitations. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure, and the arbitrator will resolve all discovery-related disputes. For purposes of this Paragraph, **Broker** will be treated as a party to this Contract. This clause will survive Closing.

(c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs, and expenses, including attorneys' fees, and will equally split the arbitrators' fees and administrative fees of arbitration.

17. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" mean any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Agent will be arbitrated, so long as Agent consents to arbitrate.

18. Professional Advice; Broker Liability: **Broker** advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the coastal construction control line, etc.)

Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 7 of 9.

CRSP-15 Rev 6/17

Licensed to Alta Star Software and ID: D34838558.GSDS.127292

Software and added formatting © 2018 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

© 2017 Florida Realtors®

and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and governmental agencies for verification of the Property condition, square footage, and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including but not limited to photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** and/or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive Closing.

19. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to Closing Agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, Closing Agent will disburse brokerage fees as indicated below. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Seller's Sales Associate / License No.

Buyer's Sales Associate / License No.

Seller's Sales Associate Email Address

Buyer's Sales Associate Email Address

Seller's Sales Associate Phone Number

Buyer's Sales Associate Phone Number

Listing Firm/Brokerage Fee: (\$ or % of purchase price)

Buyer's Firm/Brokerage Fee: (\$ or % of purchase price)

Listing Firm/Brokerage Address

Buyer's Firm/Brokerage Address

20. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (Check if applicable and attach the addenda):

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> A. Additional Clauses | <input type="checkbox"/> N. Insurance | <input type="checkbox"/> W. Rentals |
| <input type="checkbox"/> B. Appraisal | <input type="checkbox"/> O. Interest-Bearing Escrow Account | <input type="checkbox"/> X. Rezoning |
| <input type="checkbox"/> C. As Is with Right to Inspect | <input type="checkbox"/> P. Lease Option; Lease Purchase | <input type="checkbox"/> Y. Sale/Lease of Buyer's Property |
| <input type="checkbox"/> D. Assignment | <input type="checkbox"/> Q. Licensee - Personal Interest in Property | <input type="checkbox"/> Z. Seller Financing |
| <input type="checkbox"/> E. Back-up Contract; Kick-out Clause | <input type="checkbox"/> R. Mold Inspection | <input type="checkbox"/> AA. Short Sale Approval |
| <input type="checkbox"/> F. Condominium Association | <input type="checkbox"/> S. Mortgage Assumption | <input type="checkbox"/> BB. VA Financing |
| <input type="checkbox"/> G. Defective Drywall | <input type="checkbox"/> T. New Mortgage Rates | <input type="checkbox"/> CC. 1031 Exchange |
| <input type="checkbox"/> H. FHA Financing | <input type="checkbox"/> U. Pre-1978 Housing Lead-Based Paint Warning Statement | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> I. FIRPTA | <input type="checkbox"/> V. Property Disclosure | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> J. Homeowners' Association | | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> K. Housing for Older Persons | | |
| <input type="checkbox"/> L. Inspections | | |
| <input type="checkbox"/> M. Insulation Disclosure (New Homes Only) | | |

Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 8 of 9.

CRSP-15 Rev 6/17

Licensed to Alta Star Software and ID: D34838558.GSDS.127292

Software and added formatting © 2018 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

© 2017 Florida Realtors®

420* 21. Additional Terms: _____
421 Buyer to pay all outstanding ad valorem taxes and non ad valorem taxes due at closing.
422 _____
423 _____
424 _____
425 _____
426 _____
427 _____
428 _____
429 _____
430 _____
431 _____

432 22. Offer and Acceptance: Buyer offers to purchase the Property on the above terms and conditions. Unless this
433* Contract is signed by Seller and a copy delivered to Buyer no later than _____ ☐ a.m. ☐ p.m. on
434* _____, this offer will be revoked and Buyer's deposit(s) refunded subject to Collection of funds.
435* ☐ Buyer received a written real property disclosure statement from Seller before making this offer.

436 23. Counter Offer; Rejection:
437* ☐ Seller counters Buyer's offer. (To accept the counter offer, Buyer must sign or initial the counter offered terms
438 and deliver a copy of the acceptance to Seller.) Unless otherwise stated, the time for acceptance of any counter
439 offer will be 2 days after the date the counter offer is delivered.
440* ☐ Seller rejects Buyer's offer.

441 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before
442 signing.

443* Buyer: Bin K. Fauri Date: 10/23/18
444* Print name: _____

445* Buyer: _____ Date: _____
446* Print name: _____

447 Buyer's address for purpose of notice:

448* Address: _____

449* Phone: _____ Fax: _____ Email: _____

450* Seller: Bonnie G. (Arseneault) Gentile Date: 10-16-18
451* Print name: _____

452* Seller: _____ Date: _____

453* Print name: _____

454 Seller's address for purpose of notice:

455* Address: _____

456* Phone: _____ Fax: _____ Email: _____

457* Effective Date: _____ (The date on which the last party signed or initialed and delivered
458 the final offer or counter offer.)

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Buyer (BKF) (_____) and Seller (Bonnie G. Gentile) (_____) acknowledge receipt of a copy of this page, which is Page 9 of 9.
CRSP-15 Rev 6/17

© 2017 Florida Realtors®

Licensed to Alta Star Software and ID: D34838558.GSDS.127292

Software and added formatting © 2018 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

ALTA

Board of Trustees Meeting Agenda Memo

Date: November 09, 2018

Title: **Lakeside of Lounge New Year's Eve Entrance Fee Proposal**

Section & Item: 9C

Department: Food & Beverage

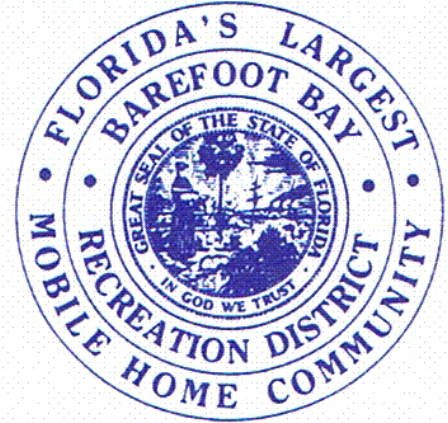
Fiscal Impact: Up to \$2,000.00

Contact: Kathy Mendes, Food & Beverage Manager; John W. Coffey, Community Manager

Attachments: N/A

Reviewed by General Counsel: N/A

Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Discussion and approval of proposal

Background and Summary Information

For over ten years, BBRD has sold guaranteed seats at the Lounge for the New Year's Eve party. This year said tickets will cost \$10.00. Due to the Lounge's limited capacity, staff is planning on having the band Lakeside of Lounge (in the case of inclement weather the band will move inside the Lounge). Due to the high cost of entertainment for New Year's Eve, staff proposes charging \$5.00 per person for entrance to Lakeside of the Lounge (person's with guaranteed in-door seating tickets would be exempt from this fee) to offset the cost of the band and additional crowd control personnel.

Lakeside of the Lounge tickets would be limited to 400 and patrons would be required to wear a one-time use wrist band. Said fee would be paid at the entrance to Pool #1 from 7:30pm till midnight. Patrons inside the Pool#1 gated area before 7:30pm would not have to purchase a ticket to remain, although if they leave the Pool #1 gated area they would be required to purchase a ticket to return. Although the in-door guaranteed seating tickets are available for pre-purchase, Lakeside of the Lounge tickets would not be sold in advance as they will be "non-refundable."

Staff recommends the BOT authorize staff to limit access to Lakeside of the Lounge and Pool #1 to ticket holders on New Year's Eve starting at 7:30pm.

Board of Trustees Meeting Agenda Memo

Date: November 09, 2018

Title: **Facilities Assessment and Capital Forecasting Program Set Up Proposal**

Section & Item: 9D

Department: R&M/Capital

Fiscal Impact: \$37,688.75

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

Attachments: Proposal, Partner Profile and Sample Report

Reviewed by General Counsel: N/A

Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Discussion and approval of proposal

Background and Summary Information

As readers of the past four years Comprehensive Budget documents know, Property Services staff have attempted to develop an in-house preventative maintenance program with little success. Due to continued Property Services' heavy workloads, limited administrative/management staffing and multiple significant weather-related disruptions, last year the Community Manager instructed staff to abandon the development of an in-house system and seek a web-based preventative maintenance program. Due to the small size of BBRD's operations as compared to other public agencies (i.e. no utilities, roads, bridges, etc.) the vast majority of services are not applicable to BBRD's needs.

DudeSolutions, Inc. is the current web-based provider of a work order system used by Property Services to track work requests from other departments and to schedule internal minor preventative maintenance tasks. The Community Manager, at his continuing education conference this year, discovered they also provide a facilities assessment service coupled with the loading of data into their capital forecasting web-based service (currently not used by BBRD) that meets the needs of BBRD and also enhances staff's long-term budgeting abilities. Over the past several weeks, staff has worked with DudeSolutions personnel to develop a custom proposal for BBRD which includes the following tasks:

- Facilities Condition Assessment (estimated 3-5 days on-site project for a 2-person team)
 - Evaluation of facilities
 - Cost estimates and anticipated replacement date
- Development of a Narrative Report
 - Narrative description of conditions
 - 20-year replacement schedule
 - Picture of key assets
 - Description of any structural/safety deficiencies
- Importation of data into the DSI Software
 - Set up Capital Forecast web-based module
 - Importation of data
 - On-line training on use of module

Although funding for this activity is not specifically budgeted in FY19, sufficient available budget is available from the following sources to fund this project:

- \$10,000 R&M/Capital: Bunker Restoration, Phase 4
- \$27,689 R&M/Capital Contingency (current budget of \$75,000)

This project would also end the piecemeal analysis BBRD has done over the past several years (i.e. Building A electrical system, Building A HVAC system, etc.) and provide the BOT a comprehensive list of needs which can be plugged into future budgets.

Staff recommends the BOT approve the Facilities Assessment and Capital Forecasting System proposal by DudeSolutions in the amount of \$37,688.75, waive the second bid requirement and authorize staff to execute the required budget amendments.



Software for Smarter Operations

PREPARED FOR

Barefoot Bay Recreation District

John Coffey
Community Manager
625 Barefoot Blvd
West Melbourne, FL 32976-7305

PREPARED BY

Dude Solutions, Inc.

PUBLISHED ON

October 15, 2018





Pricing is based on 231,590 Sq Ft.

Solutions - Subscription

Capital Forecast

Subscription Term: Annual

Subtotal: \$980.00

Implementation & Services

Facility Condition Assessment for 231,590 sq. ft. *

PM Schedule Creation

Capital Forecast - Quick Start

Subtotal: \$36,708.75

Total Initial Investment

\$37,688.75 USD

Pricing for the First Renewal Term is \$980.00

* We estimate this project to take 3-5 days with a 2 person team. This estimate is based upon the building portfolio information provided and the associated square footage of 231,590. The number of days is based upon accessibility into the buildings and an escorts availability.



Quick Start

Online support and training is standard with each subscription and includes:

QuickStart is our product implementation service to accelerate time to value. A Dude Client Advisor provides the guidance you need to ensure a smooth transition and boost user adoption. This service includes goal setting, timeline planning, and online training sessions.

Legendary Support Team

Your subscription entitles you to world class support from the Legendary Support Team. From 8 am – 6 pm EST, we're standing by ready to assist with any feature/functionality questions. We promise a live person will answer your call within 3 rings and quickly direct you to a knowledge Advisor. We're committed to responding to all emails sent to support@dudesolutions.com (<mailto:support@dudesolutions.com>), within one hour. If you prefer to keep a support dialogue open at your work station, our Advisors are also available via Chat. The Legendary Support Team is dedicated to your success. Our mission is to effectively communicate, efficiently resolve problems, and delight clients with every interaction.

Client Success Team

You have partnered with Dude Solutions because you believe we will deliver overwhelming value to you and your organization. Our Client Success team is dedicated to ensuring you meet the outcomes you and your organization expect by implementing our solutions. You will have the opportunity to work with a member of our Client Success team on an ongoing basis. Your Client Success Representative will be strategic in their efforts to drive results, keeping your success as their primary goal.

Facility Condition Assessment with Narrative Report

Includes Data Gathering and Import of Data into DSI Software

Purpose:

The purpose of the facility condition assessment is to assess the facilities based on the following scope, provide narratives that summarize assessment observations and comments, and to import the data into the client's Dude Solutions capital forecasting & maintenance solutions.

All condition assessments will include a bound deliverable containing:

- Narrative report with description of systems and corresponding conditions.
- Digital photos of key components and deficiencies as an Appendix in the narrative.
- 20 year Capital Reserve table with systems and component replacement costs and dates.
- Import of systems level detail into client's capital forecasting solution.
- Import major equipment level detail into client's Dude Solutions maintenance solution.



Field data collection and condition assessment

Condition Assessment and Asset Inventory–

The field data collection and condition assessment is meant to capture information of all major building systems to the individual component level, including all components considered capital repair items (as opposed to maintenance level items). This includes site paving, HVAC, roofing, electrical, plumbing, vertical transportation systems, building envelope, and structural systems.

A Certified Dude Solutions Partner (DSI Partner) will collect, document, and analyze the facilities assessment data to achieve the following:

- At the start of each building or facility assessment we will interview client's staff to understand what improvements have been made in the last three years, what improvements are planned in the next three years and known problems.
- Inventory all major building equipment including quantity, size, asset tag number, manufacturer, model, and serial number.
- Identify deficient conditions in terms of deferred maintenance and building condition.
- Provide a reasonable cost analysis for the above-mentioned efforts.
- For single building projects, provide a report for the property that details the assessment data.
- For multi-building projects, data will be collected from every building in the portfolio. Reports will be prepared as follows:
 - Major buildings (generally defined as 25,000 square feet or greater and approximately 10% of the project portfolio), a separate report chapter will be prepared.
 - Smaller buildings will be grouped into reports by building type, geography or other logical grouping (for example maintenance structures, parks assets, fire stations...)
- Provide individual cost tables and digital photographs to document the deficient conditions at each property.

Based on observations and information obtained from available on-site personnel, the DSI partner will visually inspect all facilities and properties. Specifically, the assessment will focus on the following details:

Facility Condition Assessment		STANDARD Scope-of-Work	
Type	System Level or Individual	Location Info	Make, Model, Serial #
HVAC			



Heating System			
Unit Heaters	Individual	Yes	Yes
Ventilation System			
Exhaust hoods	Individual	Yes	Yes
Fans	Individual	Yes	Yes
Make Up Air Units	Individual	Yes	Yes
Air Conditioning System			
Building Automation System	Individual	Yes	Yes
Package AC Units (rooftop and ground)	Individual	Yes	Yes
Air Handling Units (rooftop and ground)	Individual	Yes	Yes
Split Systems	Individual	Yes	Yes
Fan Coil Units <i>(From client drawings where available)</i>	System Level	Yes	No
Unit Ventilators <i>(From client drawings where available)</i>	System Level	Yes	No
Thermostatic Controls	NOT INCLUDED IN SERVICE		
Electrical			
Main Distribution Panels	Individual	Yes	Yes
Switchgear	Individual	Yes	Yes



Motor Control Centers	Individual	Yes	Yes
Transformers	Individual	Yes	Yes
Emergency Lights	System Level	No	No
Plumbing			
Main Backflow Preventer	Individual	Yes	Yes
Sump Pumps	Individual	Yes	Yes
Domestic Hot Water heaters (>80 gal)	Individual	Yes	Yes
Food Service			
Freezer (Walk In, Reach In)	Individual	Yes	Yes
Refrigerator (Walk In, Reach In)	Individual	Yes	Yes
Oven, Stoves	Individual	Yes	Yes
Broilers, Grills, Fryers	Individual	Yes	Yes
Dishwashers	Individual	Yes	Yes
Grease Traps	Individual	Yes	Yes
Life Safety/Security			
Fire Alarm System	Individual	Yes	Yes
Sprinkler System	Individual	Yes	No



Fire Panel	Individual	Yes	Yes
Fire Suppression System	Individual	Yes	Yes
Fire Extinguishers	System Level	No	No
Lighted Exit Signs	System Level	No	No
Eyewash / Safety Showers	System Level	No	No
AEDs	System Level	No	No
ADA Baseline Evaluation Survey	System Level	Yes	No
Building Envelope Component level capture (Interior and Exterior)			
Electrical	System Level	Yes	No
Exterior-doors	System Level	Yes	No
Exterior-walls (framing)	System Level	Yes	No
Exterior-Walls (Finish)	System Level	Yes	No
Exterior-Windows	System Level	Yes	No
Foundation	System Level	Yes	No
HVAC (other than equipment captured)	System Level	Yes	No
Interior Finish-Ceiling	System Level	Yes	No
Interior Finish-Floor	System Level	Yes	No



Interior Finish-Walls	System Level	Yes	No
Plumbing (other than equipment captured)	System Level	Yes	No
Roofing	System Level	Yes	No

Evaluation–

At the conclusion of the assessment(s), Certified DSI partner will prepare reports as described above that include:

- A general description of the property and improvements and comment generally on observed conditions.
- Comments for components that are exhibiting deferred maintenance issues and provide estimates for "immediate" and "capital repair" costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last three years, or currently under contract. Certified DSI partner shall also inquire about available maintenance records and procedures and will interview current available on-site maintenance staff.
- A schedule for recommended replacement or repairs (schedule of priorities).
- Address critical repairs separately from repairs anticipated over the term of the analysis.
- A FCI index number for each building.
- A twenty year capital plan with an Executive Summary with graphic presentation of results to provide a quick, "user-friendly" summary of the property's observed condition and estimated costs assigned by category.

Cost Estimating–

Each single building report will include an estimated cost for each system or component repair or replacement anticipated during the evaluation term. The capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost, and total cost for the repair of each line item. A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings.

In addition to the detailed description of the deficiencies, we will provide cost estimates for the deficiencies noted. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects, if available.



DSI partners use the Unifomat system and the multiple industry references for cost estimating. Dude Solutions also maintains and updates our cost estimating system with information received from the field. Through our construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This allows us to project costs based on local conditions and to maintain a cost database that in most cases is more current than published models.

Building Systems Equipment Inventory – populate client's Dude Solutions account

An asset survey of major building systems will be conducted for the purpose of noting remaining useful life of major building equipment. A complete equipment inventory for each system will be recorded with information populated to client's account including:

- Building name
- System name (classification)
- Subsystem name (type)
- Component name (description)
- Unit of measure
- Quantity
- Asset tag number
- Manufacturer
- Model
- Serial Number
- Date put in service (if available)
- Condition
- Remaining useful life
- Replacement cost
- Notes

Milestone Definitions**Mobilization:**

Activity that occurs from project initiation with the service partner until the service partner arrives at job site.

On-Site Field Activity:

Field work that occurs while the service partner is at job site.

Data Management:

Data activity, including quality assurance and control, that occurs after field work is completed to produce the data file. The Data Gathering service shall include a data upload.

Report:

Report generation and delivery.

Milestone Billing Schedules

Your service will be invoiced at the following percentages as the associated milestone is completed:





Mobilization – 15%

On-Site Field Activity – 35%

Data Management – 35%

Report – 15%

PM Schedule Creation

Delivered through a Certified Dude Solutions Partner (DSI Partner)

Confirm the asset inventory collected:

- The asset inventory collected will be reviewed with your staff and then imported into client's DudeSolutions account.
- PM Schedule Gathering
- The DSI Partner will review PM Task Check-Off Lists with client.
- PM Schedules will be generated off the asset inventory collected by the DSI Partner
- Client will provide technicians or contractors that PM Schedules should be linked to and confirm the frequency and start date for PM Schedules.
- The DSI Partner will provide a list of PM Schedules to be generated to confirm the load balancing for client staffing.
- PM Schedule Creation
- DudeSolutions Staff will import the agreed upon PM Schedules into client's account.
- Maximum PM Schedules Created = 40 per building (focused on main buildings).
- PM Training
- DudeSolutions will provide any extra online training needed for client staff to run reports and to update PM Schedules based on future updates to the existing schedules being created.

Terms of Service:

- Proposal has been prepared for Barefoot Bay Recreation District
- Proposal expires in 60 days
- Initial Term: 12 months
- Payment: Terms are net 30 days
- Billing frequency other than annual is subject to additional processing fees
- Automatic invoicing of annual fee will occur at the end of each term unless request for non-renewal is received in writing 30 days prior to renewal date.
- Applicable sales taxes are in addition to the quoted price. If your organization is tax exempt, please email a copy of your Tax Exemption Certificate to accountsreceivable@dudesolutions.com (<mailto:accountsreceivable@dudesolutions.com>)
- Please address purchase order to: Dude Solutions, 11000 Regency Parkway, Suite 110, Cary, NC 27518
- Service dates are scheduled Monday-Friday
- Final invoicing for Facility Condition Assessment will occur when draft reports/data files are delivered. For Facility Condition Assessment projects larger than 154,000 square feet, invoicing will occur based on a milestone billing schedule as defined within this scope.



- If a service day is rescheduled or cancelled by Barefoot Bay Recreation District, then Barefoot Bay Recreation District is responsible for any cancellation fees incurred by rescheduling or cancelling travel and living fees.
- Onsite service days rescheduled less than 2 weeks before the scheduled delivery date will incur cancellation fees.
- Services will be scheduled upon written acceptance of the terms and conditions of this proposal.
- We must allow six weeks of lead time from the purchase date for booking service for travel and living purposes.
- Dude Solutions, Inc. maintains the necessary liability coverage for their products and services. Proof of insurance can be provided upon request.
- If within 60 days of order you are not completely satisfied, you can cancel your service for a full refund of subscription fees.
- The terms and conditions ("Terms") of this offer are based upon Dude Solutions, Inc.'s [Online Subscription Agreement \(http://dudesolutions.com/terms\)](http://dudesolutions.com/terms).
- Acceptance is expressly limited to these Terms. Any additional or different terms proposed by you (including, without limitation, any terms contained in any document incorporated by reference into the Purchase Order) are objected to and rejected and will be deemed a material alteration hereof, unless expressly assented to in writing by DSI.



We are committed to helping you build your knowledge, network and skills – and [University 2019 \(http://www.university2019.com/\)](http://www.university2019.com/) is the best training and professional development for operations management professionals. Join us for four days of intensive training where you can:

- Build a strategic vision for your department and ensure goals align with the mission and vision of your organization.
- Save your organization time and money by investing in the training you need to keep your operations excellent and highly efficient.
- Learn how your peers are successfully overcoming similar challenges so you can be a leader of positive change.
- Receive hands on training and 1on1 guidance from our Client Success experts.

To help make this a no-hassle experience, we have created the Dude Deal, which includes conference registration fees, **4 night's hotel accommodation guaranteed in one of the conference hotels (check-in Saturday, May 4, 2019 and check-out Wednesday, May 8, 2019)**. Your registration also includes:

- Industry specific professional development and leadership workshops
- Beginner and advanced solution training classes





- Peer-led best practices roundtables and panel discussions
- Hands-on solution training
- Sunday Opening General Session & Motivational Keynote Speaker
- Registered conference attendees also receive the following meals included:
 - **Sunday Welcome Reception & Dinner**
 - **Hot breakfast Monday, Tuesday and Wednesday**
 - **Networking lunch on Monday & Tuesday**
 - **Tuesday Client Appreciation Dinner**

The All-Inclusive rate for 4 nights of hotel accommodations and conference registration fee is \$1,695. This rate is available on a first come, first serve basis until we sell out or until December 31, 2018, whichever occurs first.

Dude University Policies

Payment, Cancellations & Substitutions

- Dude Deal Registrations must be paid in full at the time of booking with a credit card, to secure your hotel room.
- Dude Deal prices are for single occupancy rooms. Each additional occupant is \$20, per night, per person.
- Written cancellations received by university@dudesolutions.com (<mailto:university@dudesolutions.com>) before March 31, 2019 receive a full refund. No refunds are issued after this date.
- Conference attendee substitutions will be accepted through April 12, 2019.

Spouse/Guests

- The \$100 spouse/guest fee is valid for only the Sunday evening dinner.
- The fee does not entitle the spouse to attend the full conference, meals or other events outside of Sunday evening event mentioned above.
- If you have multiple employees of an organization, they must register for the full conference fee to attend the sessions, the learning lab and all networking events.
- Only 1 guest/spouse per person is permitted.
- Minors under the age of 21 are not permitted to attend Sunday night for liability reasons.





Software for Smarter Operations

Signature

Presented to:

Q-111885

October 15, 2018, 8:01:51 PM

Accepted by:

Printed Name

Signed Name

Title

Date





San Antonio, Texas

DUNS: 806134339 | **CAGE:** 4UPR7

Primary NAICS Code

562910

Secondary NAICS Codes

541310, 541330, 541350, 541511,
541430, 541513, 541611

SBA 8(a) Certified

Small Disadvantaged Business
(exp. 2019)

Texas HUB

Certified Historically Underutilized Business

SDVOSB

Service Disabled Veteran-Owned
Small Business

Contact

John Garcia

Managing Director

210.601.3190

john.garcia@alpha-fs.com

Kimberley Jones

Director of Business Development

210.464.4630

kimberley.jones@alpha-fs.com

Carl Tickel

Director of Logistics and Project Delivery

281.620.9685

carl.tickel@alpha-fs.com

Firm Profile

ALPHA Facilities Solutions is a worldwide provider of capital planning, facility condition assessment, maintenance management (to include equipment inventory and PM schedule creation), investment strategy, and space planning services to state/municipal, education, and healthcare clients. With extensive worldwide expertise, ALPHA has a successful track record for helping clients achieve their goals. As a direct result of ALPHA's work product, clients have realized over \$7 Billion in additional capital resources.

SERVICE OFFERINGS

- Facility Condition Assessment (FCA)
- BUILDER® Facility Condition Assessment
- Asbestos Inspections
- Asbestos Abatement Design & Oversight
- Budget Development
- Building Information Modeling (BIM)
- Computer-Aided Design (CAD)
- Customized Reporting Solutions
- Dashboard Development
- Deferred Maintenance Planning
- Equipment Inventory
- Facility Use Studies (FUS)
- Information Technology (IT) Support
- Infrastructure Assessments
- Key Performance Indicators (KPI)
- Lifecycle Management
- Operations & Maintenance Support
- Preventive Maintenance Planning
- Preventative Maintenance Scheduling
- Pavement Condition Assessments
- Playground Safety & Compliance
- Real Property Inventory (RPI)
- Tailored Capital Planning Software
- Water Resource & Asset Management

ALPHA has helped its clients secure more than \$7 Billion in funding for facility repairs, renovations and replacements.

In Partnership with Dude Solutions - Professional Services

Markets Served

Education

Municipal

Healthcare

Federal

Country Clubs

The ALPHA team stands ready to assist you:

- Identify the next set of critical needs project
- Reduce maintenance backlog
- Improve Key Performance Indicators
- Strategically investing in systematic program updates
- Garner the necessary support from stakeholders
- Track and communicate progress

Quality

We measure and deliver quality on three levels:

1. The quality of our service: the way we work with you and the rest of the project team.
2. The quality of our technical work: the accuracy and the completeness of our reports and studies.
3. The quality of the final project: the conformance to requirements and suitability to purpose in the completed project.

ALPHA Facilities Solutions and Dude Solutions -- Bringing together professional services and technology to the mutual benefit our clients.

- ✓ CapitalForecastDirect Implementation
- ✓ Standard Facility Condition Assessment
- ✓ Comprehensive Facility Condition Assessment
- ✓ Data Gathering (Equipment Inventory)
- ✓ Equipment Barcode Tagging

All Facility Condition Assessment work efforts are managed within CapitalForecastDirect. Cost models and priorities are customized. Reports are generated directly from CapitalForecastDirect.

Facility Condition Assessments are considered "turn key" CapitalForecastDirect Implementations - offering immediate planning capabilities.

Maximizing the Value of Your Assessment

Facility Condition Assessments will identify the financial requirements of your building portfolio renewal. The assessment will help us identify current and future deficient conditions and estimate financial requirements.

- Validate fiscal needs
- Assist in budget preparation
- Provide data for short-term planning (prioritize immediate maintenance issues)
- Provide data for long-term strategic planning
- Facilitate forecasting of scenarios for different investment strategies
- Highlight parity and equity issues
- Define problems – what's broken and what's missing

We use CapitalForecastDirect to help our clients save time and money by:

1. Populating CapitalForecastDirect
2. Recording broken items
3. Estimating cost of building system replacements
4. Prioritizing repair work
5. Measuring building conditions
6. Developing short- and long-term capital renewal budgets



Partnership Experience

- Abilene Christian University - Abilene, TX
- Abilene Independent School District - Abilene, TX
- City of Andover - Andover, MN
- City of Chilliwack - Chilliwack, British Columbia
- City of Deerfield Beach - Deerfield Beach, CA
- City of Port Townsend - Port Townsend, WA
- City of Sioux Falls - Sioux Falls, SD
- City of Sumner - Sumner, WA
- College of the Desert - Palm Desert, CA
- Eanes Independent School District - Eanes, TX
- Heathwood Hall Episcopal School - Columbia, South Carolina
- Hudson City School District - Hudson, NY
- John's Island Club, FL
- Kerrville Independent School District - Kerrville, TX
- Laguna Beach Unified School District - Laguna Beach, CA
- Lake Travis Independent School District - Austin, TX
- Marble Falls Independent School District - Marble Falls, TX
- Middlebury Union District # 3 - Middlebury, VT
- Milton Academy - Milton, MA
- North East School District, PA
- Okanogan County, WA
- Plainview Independent School District - Plainview, TX
- Pomona Unified School District - Pomona, CA
- Prince George's County Memorial Library System, MD
- Santa Margerita Catholic High School - Rancho Santa Margerita, CA
- Skagit County, WA
- South Orange Community College District- Mission Viejo, CA
- Southeast Delco Shool District, PA
- Southwestern Oregon Community College, OR
- Town of Danvers, MA
- Town of Norfolk, MA
- Town of Sudbury, MA
- Upper Moreland Township School District, PA
- Utah State University - Logan, UT
- Waterford Township School District, NJ
- Yolo County Office of Education, CA

Our clients are documenting successes!

- ✓ Increased funding for facility repairs, renovations, and replacements
- ✓ Justification for hiring additional facility personnel
- ✓ Increased support by decision makers

TESTIMONIALS

"It was great to see this executed to such a high standard of professionalism and coordination for the site visits and follow up was flawless."

*Ricky Jones, PM, Eng Tech
DPW Ft. Polk, LA*

"We are glad we picked ALPHA Facilities Solutions for our team. From conducting our facility assessment program to creating intuitive software solutions, ALPHA is helping us develop practical management tools to plan our program in support of our future educational vision."

*Russ Roberts, Chief of Logistics
Department of Defense Education Activity*

"The ALPHA team has been invaluable when it comes to processing, organizing and reporting facility data. When trying to manage thousands and thousands of data elements, the IT group has been invaluable and very customer service oriented providing programming services and customized reports with very short deadlines."

*Leigh Ann Sutton, E&CP Public Works
City of San Diego*

"ALPHA has repeatedly demonstrated they have solutions to any facility condition assessment, capital planning, preventive maintenance and equipment questions or challenges we encountered. ALPHA did a great job and we look forward to working with them as our program moves forward"

*Corey Ruff, Executive Director Facilities & Campus
Management
Abilene Christian University*

DIFFERENTIATORS

Expertise

Facility condition assessments and environmental consulting services are a core business at ALPHA. Our facility asset management and environmental professionals are highly trained and experienced subject matter experts in their respective fields. Every unique project brings its own set of challenges and opportunities, these experiences provide current, hands-on proficiency in all phases of a facility asset management program. Our team of experts understand the importance and complexities of delivering actionable data that equips our clients with the resources to maintain and fully realize the potential of their facilities.

The ALPHA team operates in a dynamic environment where data management is key and technological capabilities / limitations set the boundaries for what is possible. To be successful in this environment the team needs to be as dynamic as the environment. Our software engineers and IT support team create customized databases and software solutions to suit any IT architecture requirements, and integrate them with any 3rd party application. This ever-changing data takes life by way of our customized reporting solutions.

Client Delivery

At ALPHA, taking care of our clients is Priority 1—followed closely by taking care of the people taking care of our clients. Our client references and testimonials directly speak to our ability and commitment to build meaningful, long-term relationships. Our services are always tailored to address each client's specific needs. We help communicate the assessment results and provide interpretations so that projects can be identified and prioritized-- and financial needs can be easily conveyed to key stakeholders with credible, defensible data. Our adaptive, non-proprietary data management solutions are the key to what we call the Ultimate Deliverable - Turning liabilities into assets and leaving the client with the ability to effectively manage their real property portfolios.



FACILITY CONDITION ASSESSMENT

prepared for

Dude Solutions

11000 Regency Parkway, Suite 110

Cary, North Carolina 27518



FACILITY CONDITION ASSESSMENT OF SAMPLE REPORT: XXXX

4/15/2016

Location Name	EMG Renamed Item Number	ID	Cost Description	Quantity	Unit	Unit Cost	Subtotal	Deficiency Repair Estimate *
City Hall	1.3	426902	Engineer, Environmental, Sample for ACMs, Evaluate/Report	1	EA	\$3,162.50	\$3,163	\$3,542
City Hall	1.3	426907	Engineer, Environmental, Mold Remediation, Evaluate/Report	1	EA	\$3,162.50	\$3,163	\$3,542
City Hall	1.3	426901	Engineer, Structural, Superstructure, Evaluate/Report	1	EA	\$10,120.00	\$10,120	\$11,334
City Hall	3.1	429835	Exit Lighting Fixture, LED, Replace	1	EA	\$405.01	\$405	\$454
City Hall	6.4	430364	Exterior Wall, Stone Veneer, Repoint	200	SF	\$12.83	\$2,565	\$2,873
City Hall	6.4	430434	Exterior Wall, Brick Veneer, 3+ Stories, Repoint	1650	SF	\$11.04	\$18,220	\$20,406
City Hall	6.6	430198	Exterior Door, Steel Insulated, Replace	1	EA	\$1,577.53	\$1,578	\$1,767
City Hall	7.1	431226	Package Unit, 8 to 10 Ton, Replace	1	EA	\$18,554.44	\$18,554	\$20,781
City Hall	7.4	428269	Distribution Panel, 208 Y, 120 V, 200 Amp, Replace	1	EA	\$7,906.20	\$7,906	\$8,855
Immediate Repairs Total								\$65,673

Replacement Reserves Report

City Hall

4/15/2016

Location	EMG Renamed Item Number	ID	Cost Description	Lifespan (EUL)	EA	RUL	Quantity	Unit	Unit Cost	Subtotal	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Deficiency Repair Estimate
City Hall	1.3	426902	P1000 Engineer, Environmental, Sample for ACMs, Evaluate/Report	0	0	* 0	1	EA	\$3,162.50	\$3,163	\$3,163																				\$3,163
City Hall	1.3	426907	P1000 Engineer, Environmental, Mold Remediation, Evaluate/Report	0	0	* 0	1	EA	\$3,162.50	\$3,163	\$3,163																				\$3,163
City Hall	1.3	426903	P1000 Engineer, Environmental, Sample for Lead Paint, Evaluate/Report	0	0	* 0	1	EA	\$1,518.00	\$1,518		\$1,518																			\$1,518
City Hall	1.3	426901	P1000 Engineer, Structural, Superstructure, Evaluate/Report	0	0	* 0	1	EA	\$10,120.00	\$10,120	\$10,120																				\$10,120
City Hall	3.1	429835	D5092 Exit Lighting Fixture, LED, Replace	10	10	* 0	1	EA	\$405.01	\$405	\$405																				\$405
City Hall	3.1	430194	Z1060 ADA, Parking, Designated Stall with Pavement Markings & Signage (Van), Install	0	0	* 0	1	EA	\$1,391.50	\$1,392		\$1,392																			\$1,392
City Hall	3.1	430193	Z1080 ADA, Restroom, Lavatory Pipe Wraps, Install	0	0	* 0	2	EA	\$75.90	\$152		\$152																			\$152
City Hall	5.2	426909	G2012 Asphalt Pavement, Roadways, Seal & Stripe	5	3	* 2	1000	SF	\$0.38	\$380		\$380					\$380					\$380					\$380				\$1,518
City Hall	5.5	430196	D5022 Metal Halide Lighting Fixture, 400 W, Replace	20	10	* 10	3	EA	\$748.18	\$2,245											\$2,245										\$2,245
City Hall	6.1	430197	A2022 Foundation Wall, Waterproof Coating (Per SF of Face), Install	0	0	* 0	4800	SF	\$3.34	\$16,030		\$16,030																			\$16,030
City Hall	6.2	430195	B1012 Structural Flooring/Decking, Concrete, Repair	0	0	* 0	3850	SF	\$28.85	\$111,067		\$111,067																			\$111,067
City Hall	6.3	426900	B3011 Roof, Built-Up, Replace	20	10	* 10	5800	SF	\$12.96	\$75,176											\$75,176										\$75,176
City Hall	6.3	431209	B3011 Roof, Single-Ply EPDM Membrane, Replace	20	16	* 4	350	SF	\$10.52	\$3,682											\$3,682										\$3,682
City Hall	6.3	431225	B3011 Roof, Green w/ Hot-Applied Rubberized Asphalt, Replace	20	5	* 15	2700	SF	\$14.20	\$38,338									\$38,338												\$38,338
City Hall	6.3	426899	B3011 Roof, Built-Up, Replace	20	16	* 4	14600	SF	\$12.96	\$189,236											\$189,236										\$189,236
City Hall	6.4	430364	B2011 Exterior Wall, Stone Veneer, Repoint	25	25	* 0	200	SF	\$12.83	\$2,565	\$2,565																				\$2,565
City Hall	6.4	431154	B2011 Exterior Wall, Brick Veneer, 3+ Stories, Repair	0	0	* 0	2	SF	\$53.47	\$107		\$107																			\$107
City Hall	6.4	430201	B2011 Exterior Wall, Painted Surface, 3+ Stories, Prep & Paint	10	7	* 3	6000	SF	\$3.83	\$22,951				\$22,951										\$22,951							\$45,901
City Hall	6.4	430434	B2011 Exterior Wall, Brick Veneer, 3+ Stories, Repoint	25	24	* 1	1650	SF	\$11.04	\$18,220	\$18,220																				\$18,220
City Hall	6.4	430205	C3011 Interior Wall Finish, Clay Brick, Repoint	25	25	* 0	250	SF	\$12.41	\$3,102		\$3,102																			\$3,102
City Hall	6.6	430198	B2032 Exterior Door, Steel Insulated, Replace	25	25	* 0	1	EA	\$1,577.53	\$1,578	\$1,578																				\$1,578
City Hall	7.1	427337	D3021 Boiler, Gas, 2,501 to 4,200 MBH, Replace	25	17	* 8	1	EA	\$120,905.15	\$120,905								\$120,905													\$120,905
City Hall	7.1	430966	D3021 Boiler, Gas, 2,501 to 4,200 MBH, Replace	25	17	* 8	1	EA	\$120,905.15	\$120,905								\$120,905													\$120,905
City Hall	7.1	430581	D3022 Condensate Receiver Station, 15 GAL., Replace	25	17	* 8	1	EA	\$7,732.67	\$7,733								\$7,733													\$7,733
City Hall	7.1	430287	D3032 Condensing Unit/Heat Pump, Split System, 4 Ton, Replace	15	12	* 3	1	EA	\$4,619.82	\$4,620			\$4,620															\$4,620			\$9,240
City Hall	7.1	428402	D3032 Condenser, Air-Cooled, 10 Ton, Replace	15	12	* 3	1	EA	\$5,615.91	\$5,616			\$5,616															\$5,616			\$11,232
City Hall	7.1	429585	D3032 Condenser, Air-Cooled, 7.5 Ton, Replace	15	13	* 2	1	EA	\$5,436.90	\$5,437		\$5,437															\$5,437				\$10,874
City Hall	7.1	429741	D3032 Condenser, Air-Cooled, 7.5 Ton, Replace	15	13	* 2	1	EA	\$5,436.90	\$5,437		\$5,437															\$5,437				\$10,874
City Hall	7.1	430580	D3032 Condenser, Air-Cooled, 3 Ton, Replace	15	13	* 2	1	EA	\$2,755.13	\$2,755		\$2,755															\$2,755				\$5,510
City Hall	7.1	428672	D3032 Condenser, Air-Cooled, 7.5 Ton, Replace	15	13	* 2	1	EA	\$5,436.90	\$5,437		\$5,437															\$5,437				\$10,874
City Hall	7.1	429586	D3032 Condenser, Air-Cooled, 2 Ton, Replace	15	13	* 2	1	EA	\$2,587.75	\$2,588		\$2,588															\$2,588				\$5,176
City Hall	7.1	426945	D3032 Condenser, Air-Cooled, 7.5 Ton, Replace	15	12	* 3	1	EA	\$5,436.90	\$5,437						\$5,437															\$5,437
City Hall	7.1	430283	D3032 Condenser, Air-Cooled, 2 Ton, Replace	15	12	* 3	1	EA	\$2,587.75	\$2,588			\$2,588															\$2,588			\$5,176
City Hall	7.1	427179	D3032 Condenser, Air-Cooled, 5 Ton, Replace	15	12	* 3	1	EA	\$4,237.42	\$4,237				\$4,237															\$4,237		\$8,475
City Hall	7.1	430277	D3032 Condensing Unit/Heat Pump, Split System, 5 Ton, Replace	15	12	* 3	1	EA	\$6,439.81	\$6,440			\$6,440																\$6,440		\$12,880
City Hall	7.1	429746	D3032 Condensing Unit/Heat Pump, Split System, 6 to 7.5 Ton, Replace	15	15	* 0	1	EA	\$11,591.12	\$11,591		\$11,591															\$11,591				\$23,182
City Hall	7.1	431258	D3032 Condenser, Air-Cooled, 2 Ton, Replace	15	13	2	1	EA	\$2,587.75	\$2,588			\$2,588															\$2,588			\$5,176
City Hall	7.1	430284	D3032 Condenser, Air-Cooled, 2 Ton, Replace	15	12	* 3	1	EA	\$2,587.75	\$2,588			\$2,588															\$2,588			\$5,176
City Hall	7.1	428919	D3032 Condenser, Air-Cooled, 5 Ton, Replace	15	13	* 2	1	EA	\$4,237.42	\$4,237		\$4,237															\$4,237				\$8,475
City Hall	7.1	429128	D3032 Condenser, Air-Cooled, 15 Ton, Replace	15	12	* 3	1	EA	\$8,640.25	\$8,640			\$8,640															\$8,640			\$17,281
City Hall	7.1	429745	D3032 Condensing Unit/Heat Pump, Split System, 5 Ton, Replace	15	13	* 2	1	EA	\$6,439.81	\$6,440		\$6,440															\$6,440				\$12,880
City Hall	7.1	428620	D3041 Fan Coil Unit, 11 to 20 Ton, Replace	15	12	* 3	1	EA	\$15,990.47	\$15,990			\$15,990															\$15,990			\$31,981
City Hall	7.1	429738	D3041 Fan Coil Unit, 8 to 10 Ton, Replace	15	11	* 4	1	EA	\$9,147.66	\$9,148			\$9,148															\$9,148			\$18,295
City Hall	7.1	428412	D3041 Fan Coil Unit, 6 to 7.5 Ton, Replace	15	12	* 3	1	EA	\$6,623.59	\$6,624			\$6,624															\$6,624			\$13,247
City Hall	7.1	429308	D3041 Fan Coil Unit, 3.5 to 5 Ton, Replace	15	12	* 3	1	EA	\$4,099.53	\$4,100			\$4,100															\$4,100			\$8,199
City Hall	7.1	430285	D3041 Fan Coil Unit, 1 to 1.5 Ton, Replace	15	12	* 3	1	EA	\$1,878.84	\$1,879			\$1,879															\$1,879			\$3,758
City Hall	7.1	430579	D3041 Fan Coil Unit, 6 to 7.5 Ton, Replace	15	13	* 2	1	EA	\$6,623.59	\$6,624		\$6,624															\$6,624				\$13,247
City Hall	7.1	430281	D3041 Fan Coil Unit, 3.5 to 5 Ton, Replace	15	13	* 2	1	EA	\$4,099.53	\$4,100		\$4,100															\$4,100				\$8,199
City Hall	7.1	428920	D3041 Fan Coil Unit, 3.5 to 5 Ton, Replace	15	13	* 2	1	EA	\$4,099.53	\$4,100		\$4,100															\$4,100				\$8,199
City Hall	7.1	429726	D3041 Fan Coil Unit, 2 to 2.5 Ton, Replace	15	13	* 2	1	EA	\$2,756.89	\$2,757		\$2,757															\$2,757				\$5,514
City Hall	7.1	428742	D3041 Fan Coil Unit, 6 to 7.5 Ton, Replace	15	13	* 2	1	EA	\$6,623.59	\$6,624		\$6,624															\$6,624				\$13,247
City Hall	7.1	429732	D3041 Fan Coil Unit, 8 to 10 Ton, Replace	15	13	* 2	1	EA	\$9,147.66	\$9,148		\$9,148															\$9,148				\$18,295

[illegible]

TABLE OF CONTENTS

1. Executive Summary	1
1.1. Property Information and General Physical Condition	1
1.2. Facility Condition Index (FCI)	2
1.3. Special Issues and Follow-Up Recommendations	3
1.4. Opinions of Probable Cost	4
1.3.1. Methodology	4
1.3.2. Immediate Repairs	4
1.3.3. Replacement Reserves	4
2. Purpose and Scope	6
2.1. Purpose	6
2.2. Scope	7
2.3. Personnel Interviewed	8
2.4. Documentation Reviewed	8
2.5. Pre-Survey Questionnaire	8
2.6. Weather Conditions	8
3. Accessibility & Property Research	9
3.1. ADA Accessibility	9
3.2. Municipal Information, Flood Zone and Seismic Zone	9
4. Existing Building Assessment	10
4.1. Unit or Space Types	10
4.2. Inaccessible Areas or Key Spaces Not Observed	10
5. Site Improvements	11
5.1. Utilities	11
5.2. Parking, Paving, and Sidewalks	11
5.3. Drainage Systems and Erosion Control	12
5.4. Topography and Landscaping	13
5.5. General Site Improvements	14
6. Building Architectural and Structural Systems	16
6.1. Foundations	16
6.2. Superstructure	16
6.3. Roofing	17
6.4. Exterior Walls	18
6.5. Exterior and Interior Stairs	19
6.6. Exterior Windows and Doors	19
6.7. Patio, Terrace, and Balcony	20
7. Building Mechanical and Plumbing Systems	21
7.1. Building Heating, Ventilating, and Air Conditioning (HVAC)	21
7.2. Building Plumbing and Domestic Hot Water	23
7.3. Building Gas Distribution	24
7.4. Building Electrical	24
7.5. Building Elevators and Conveying Systems	25
7.6. Fire Protection and Security Systems	26
8. Interior Spaces	28
8.1. Interior Finishes	28
8.2. Commercial Kitchen & Laundry Equipment	29
9. Other Structures	30
10. Certification	31
11. Appendices	32

1. EXECUTIVE SUMMARY

1.1. PROPERTY INFORMATION AND GENERAL PHYSICAL CONDITION

The property information is summarized in the table below. More detailed descriptions may be found in the various sections of the report and in the Appendices.

PROPERTY INFORMATION	
Address:	xxxx
Year Constructed/Renovated:	Completed as a YMCA in 1908; converted to City Hall circa 1940
Current Occupants:	xxxx
Percent Utilization:	99
Management Point of Contact:	xxxx xxxx phone xxxx cell
Property Type:	Office Building
Site Area:	Approximately .54 acres
Building Area:	152,000 SF
Number of Buildings:	One
Number of Stories:	Six stories with mezzanine, basement and sub-basement Low-Rise Building: Two stories with mezzanine and basement
Parking Type and Number of Spaces:	4 spaces (additional parking available in adjoining parking garage)
Building Construction:	Conventional reinforced-concrete frame
Roof Construction:	Main Building - Flat with built-up membrane Low rise: Gambrel, membrane
Exterior Finishes:	Brick Veneer
Heating, Ventilation and Air Conditioning:	Central system with steam boilers, radiators, re-heat coils and unit heaters Cooling is provided by rooftop units and split-systems
Fire and Life/Safety:	Fire sprinklers, hydrants, smoke detectors, alarms, strobes, extinguishers, pull stations, alarm panel, and exit signs
Dates of Visit:	April 4 and April 5, 2016
On-Site Point of Contact (POC):	xxxx
Assessment and Report Prepared by:	John Marks, P.E.
Reviewed by:	

SYSTEMIC CONDITION SUMMARY			
Site	Fair	HVAC	Fair

FACILITY CONDITION ASSESSMENT

SAMPLE REPORT

XXXX

XXXX

PROJECT NO: 119503.16R000-XXX.XXX

SYSTEMIC CONDITION SUMMARY			
Structure	Good	Plumbing	Fair
Roof	Fair	Electrical	Fair
Vertical Envelope	Fair	Elevators	Fair
Interiors	Fair	Fire	Failed

The following bullet points highlight the most significant short term and modernization recommendations:

- Install additional "exit" lights, particularly in basement
- Investigate structural issues
- Investigate possible asbestos-containing materials
- Investigate suspected mold in basement
- ADA accessibility upgrades
- Replace limited number of condensers and fan coil units which are in poor condition

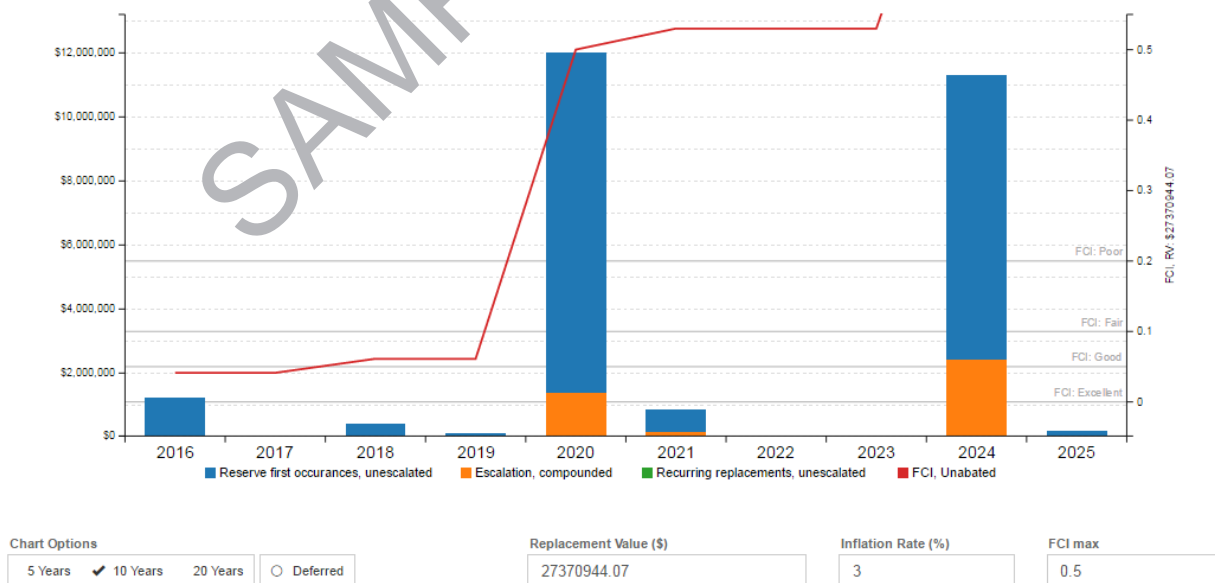
Generally, the property appears to have been constructed within industry standards in force at the time of construction. The property appeared to be in fair overall condition.

According to property management personnel, the property has had a limited capital improvement expenditure program over the past three years.

1.2. FACILITY CONDITION INDEX (FCI)

FCI Analysis: City Hall

Replacement Value: \$ 27,370,944; Inflation rate: 3.0%



One of the major goals of the FCA is to calculate the FCI, which gives an indication of a building's overall condition. Two FCI ratios are calculated and presented, the Current Year and Ten-Year. The Current Year FCI is the ratio of Immediate Repair Costs to the building's Current Replacement Value. Similarly, the Ten-Year FCI is the ratio of anticipated Capital Reserve Needs over the next ten years to the Current Replacement Value.

FCI CONDITION RATING	DEFINITION	PERCENTAGE VALUE
Good	In new or well-maintained condition, with no visual evidence of wear, soiling or other deficiencies.	0% to 5%
Fair	Subjected to wear and soiling but is still in a serviceable and functioning condition.	> than 5% to 10%
Poor	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.	> than 10% to 60%
Very Poor	Has reached the end of its useful or serviceable life. Renewal is now necessary.	> than 60%

The graphs above and tables below represent summary-level findings for the FCA. The deficiencies identified in this assessment can be combined with potential new construction requirements to develop an overall strategy that can serve as the basis for a portfolio-wide capital improvement funding strategy. Key findings from the assessment include:

KEY FINDING		METRIC	
Current Year Facility Condition Index (FCI)	$FCI = (IR)/(CRV)$	0.17%	Good
10-Year Facility Condition Index (FCI)	$FCI = (RR)/(CRV)$	16.8%	Poor
Current Replacement Value (CRV)		152,000 SF * 180.07 / SF = \$27,370,944	
Year 1 (Current Year) - Immediate Repairs (IR)		\$47,118	
Years 2-10 – Replacement Reserves (RR)		\$4,563,290	
Total Capital Needs		\$4,610,408	

The major issues contributing to the Immediate Repair Costs and the Current Year FCI ratio are summarized below:

- Two existing power panel boards were observed to have serious deficiencies which are life safety issues. These panel boards should be repaired or replaced as soon as possible (Year 0). The panels located in Room 402 and Room 617 must be repaired or replaced as soon as possible.

180

Further detail on the specific costs that make up the Immediate Repair Costs can be found in the cost tables.

1.3. SPECIAL ISSUES AND FOLLOW-UP RECOMMENDATIONS

As part of the FCA, a limited assessment of accessible areas of the building(s) was performed to determine the presence of mold, conditions conducive to mold growth, and/or evidence of moisture. Property personnel were interviewed concerning any known or suspected mold, elevated relative humidity, water intrusion, or mildew-like odors. Sampling is not a part of this assessment.

Areas of suspect mold growth, moisture stains and water damage were observed in the basement which is located under the Ludlow Street sidewalk. The stains appear to be the result of water intrusion from the pavements located above. Exposure to mold or mold producing materials can be hazardous and should be avoided. The presence of mold does not necessarily constitute an exposure. This assessment does not constitute a comprehensive mold survey of the Project, and any conclusions are based solely on conditions readily observable in accessed areas.

Based on the apparent limited extent of mold (less than 30 square feet), the mold can be abated by the onsite maintenance staff as part of the property's routine maintenance program. Such persons should receive training in accordance with OSHA on proper clean up methods, personal protection, and potential health/safety hazards. The cost of this work is not included in the cost tables.

The following studies are recommended:

The first floor deck above the sub-basement appeared to be in poor condition. Large quantities of exposed reinforcing rod were observed. It appears that significant amounts of concrete have spalled and exposed the reinforcing steel. Moreover, some cracked column bases were observed. Moreover, some basement water intrusion was observed. A professional structural engineer must be retained to analyze the existing condition, provide recommendations and, if necessary, estimate the scope and cost of any required repairs. The cost of this study is included in the cost tables.

Suspected asbestos-containing materials were observed. Some older 9" x 9" floor tiles were observed, most notably in the print shop. These tiles may contain asbestos. In addition, some of the steam pipe insulation in the attic appears to contain asbestos. At least one section appeared to be damaged. A subject matter expert must be retained to analyze the existing condition, provide recommendations and, if necessary, estimate the scope and cost of any required repairs. The cost of this study is included in the cost tables.

Suspected lead based paint was observed. In particular, the decorative balcony railings appear to have been painted with lead-based paint and the decorative cornices may have been painted with lead-based paint as well. A subject matter expert must be retained to analyze the existing condition, provide recommendations and, if necessary, estimate the scope and cost of any required repairs. The cost of this study is included in the cost tables.

1.4. OPINIONS OF PROBABLE COST

Cost estimates are attached at the front of this report (following the cover page).

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means* and *Marshall & Swift*, [REDACTED] experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

Opinions of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, and whether competitive pricing is solicited, etc. ASTM E2018-08 recognizes that certain opinions of probable costs cannot be developed within the scope of this guide without further study. Opinions of probable cost for further study should be included in the PCR.

1.3.1. METHODOLOGY

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, [REDACTED] opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its effective age. Projections of Remaining Useful Life (RUL) are based on continued use of the Property similar to the reported past use. Significant changes in occupants and/or usage may affect the service life of some systems or components.

Where quantities could not be derived from an actual take-off, lump sum costs or allowances are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct and manage the corrections.

1.3.2. IMMEDIATE REPAIRS

Immediate repairs are opinions of probable costs that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) material building or fire code violations, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

1.3.3. REPLACEMENT RESERVES

Replacement Reserves are for recurring probable expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, [REDACTED] discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

[REDACTED] reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined in the Immediate Repair Cost Estimate.

SAMPLE REPORT

2. PURPOSE AND SCOPE

2.1. PURPOSE

██████ was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record at municipal offices, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

CONDITIONS:

The physical condition of building systems and related components are typically defined as being in one of five conditions: Excellent, Good, Fair, Poor, Failed or a combination thereof. For the purposes of this report, the following definitions are used:

Excellent	=	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	=	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	=	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	=	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	=	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.
Not Applicable	=	Assigning a condition does not apply or make logical sense, most commonly due to the item in question not being present.

FORMAT OF THE BODY OF THE REPORT:

Throughout sections 5 through 9 of this report, each report section will typically contain three subsections organized in the following sequence:

- A descriptive table (and/or narrative), which identifies the components assessed, their condition, and other key data points.
- A simple bulleted list of Anticipated Lifecycle Replacements, which lists components and assets typically in Excellent, Good, or Fair condition at the time of the assessment but that will require replacement or some other attention once aged past their estimated useful life. These listed components are typically included in the associated inventory database with costs identified and budgeted beyond the first several years.
- A bulleted cluster of Actions/Comments, which include more detailed narratives describing deficiencies, recommended repairs, and short term replacements. The assets and components associated with these bullets are/were typically problematic and in Poor or Failed condition at the time of the assessment, with corresponding costs included within the first few years.

PLAN TYPES:

Each line item in the cost database is assigned a Plan Type, which is the primary reason or rationale for the recommended replacement, repair, or other corrective action. This is the “why” part of the equation. A cost or line item may commonly have more than one applicable Plan Type; however, only one Plan Type will be assigned based on the “best” fit, typically the one with the greatest significance. The following Plan Types are listed in general weighted order of importance:

Safety	=	An observed or reported unsafe condition that if left unaddressed could result in an injury; a system or component that presents a potential liability risk.
Performance/Integrity	=	Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses a risk to overall system stability.
Accessibility	=	Does not meet ADA, UFAS, and/or other handicap accessibility requirements.
Environmental	=	Improvements to air or water quality, including removal of hazardous materials from the building or site.
Modernization/Adaptation	=	Conditions, systems, or spaces that need to be upgraded in appearance or function to meet current standards, facility usage, or client/occupant needs.
Lifecycle/Renewal	=	Any component or system in which future repair or replacement is anticipated beyond the next several years and/or is of minimal substantial early-term consequence.

2.2. SCOPE

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate Costs and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.
- Provide a general statement of the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Perform a limited assessment of accessible areas of the building(s) for the presence of mold, conditions conducive to mold growth, and/or evidence of moisture. [REDACTED] will also interview Project personnel regarding the presence of any known or suspected mold, elevated relative humidity, water intrusion, or mildew-like odors. Potentially affected areas will be photographed. Sampling will not be considered in routine assessments.
- List the current utility service providers.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior spaces/units, including vacant spaces/units, in order to gain a clear understanding of the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas, and the significant mechanical, electrical and elevator equipment rooms.
- Provide recommendations for additional studies, if required, with related budgetary information.
- Provide an Executive Summary at the beginning of this report.

2.3. PERSONNEL INTERVIEWED

The management were interviewed for specific information relating to the physical property, available maintenance procedures, historical performance of key building systems and components, available drawings and other documentation. The following personnel from the facility were interviewed in the process of conducting the FCA:

NAME AND TITLE	ORGANIZATION	PHONE NUMBER
xxxxx, Director	Facility Services	xxx.xxx.xxxx
xxxxx, Maintenance Supervisor	Facility Services	xxx.xxx.xxxx

The FCA was performed with the assistance of xxxx, the onsite Point of Contact (POC), who was cooperative and provided information that appeared to be accurate based upon subsequent site observations. The onsite contact is completely knowledgeable about the subject property and answered most questions posed during the interview process.

2.4. DOCUMENTATION REVIEWED

Prior to the FCA, relevant documentation was requested that could aid in the knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions. The review of submitted documents does not include comment on the accuracy of such documents or their preparation, methodology, or protocol. The Documentation Request Form is provided in Appendix E.

Although Appendix E provides a summary of the documents requested or obtained, the following list provides more specific details about some of the documents that were reviewed or obtained during the site visit.

- Fire Alarm Drawings, (Marked-up, September 15, 2010)
- Tremco, Inc. Roof Warranty (1989)

2.5. PRE-SURVEY QUESTIONNAIRE

A Pre-Survey Questionnaire was sent to the POC prior to the site visit. The questionnaire was not returned on the day of site visit.

2.6. WEATHER CONDITIONS

April 4, 2016: Overcast, with temperatures in the 40s (°F) and light winds.

April 5, 2016: Clear, with temperatures in the 40s (°F) and light winds.

3. ACCESSIBILITY & PROPERTY RESEARCH

3.1. ADA ACCESSIBILITY

Generally, Title III of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of “areas of public accommodations” and “commercial facilities” on the basis of disability. Regardless of its age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

Buildings completed and occupied after January 26, 1992 are required to comply fully with the ADAAG. Existing facilities constructed prior to this date are held to the lesser standard of compliance to the extent allowed by structural feasibility and the financial resources available. As an alternative, a reasonable accommodation pertaining to the deficiency must be made.

During the FCA, a limited visual observation for ADA accessibility compliance was conducted. The scope of the visual observation was limited to those areas set forth in [REDACTED] *Abbreviated Accessibility Checklist* provided in Appendix D of this report. It is understood by the Client that the limited observations described herein does not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of [REDACTED] undertaking. Only a representative sample of areas was observed and, other than as shown on the Abbreviated Accessibility Checklist, actual measurements were not taken to verify compliance.

At an office property, the areas considered as a public accommodation besides the site itself and parking, are the exterior accessible route, the interior accessible route up to the tenant lease lines and the interior common areas, including the common area restrooms.

The facility is generally compliant with Title III of the Americans with Disabilities Act. However, some additional improvements should be undertaken. Elements as defined by the ADAAG that are not accessible as stated within the priorities of Title III, are as follows:

Parking

- Adequate number of designated parking stalls and signage for vans are not provided. One additional space should be designated as a van-accessible space. This would make a total of three accessible spaces (two are now provided).

Restrooms

- Wrap drain pipes below lavatories with insulation; protect against contact with hot, sharp, or abrasive surfaces.

Entrances/Exits

- Install “Exit” fixture at point of egress to municipal garage. This is the only accessible entrance/exit at the building.

A full ADA Compliance Survey may reveal additional aspects of the property that are not in compliance.

Corrections of these conditions should be addressed from a liability standpoint, but are not necessarily code violations. The Americans with Disabilities Act Accessibility Guidelines concern civil rights issues as they pertain to the disabled and are not a construction code, although many local jurisdictions have adopted the Guidelines as such. The costs to address the achievable items noted above are included in the cost tables.

3.2. MUNICIPAL INFORMATION, FLOOD ZONE AND SEISMIC ZONE

According to the City building department records, there are no outstanding building code violations on file. The Building Department does not have an annual inspection program. They only inspect new construction, work that requires a building permit, and citizen complaints. Due to the reasons that these are mostly individual homes, each with their own Certificates of Occupancy; these documents were not request from the municipal department.

According to City Fire Department, there are no outstanding fire code violations on file. The Fire Department does not have an annual inspection program.

According to the Flood Insurance Rate Map, published by the Federal Emergency Management Agency (FEMA) and dated April 10, 2002, the property is located in Zone X, defined as an area outside the 500-year flood plain with less than 0.2% annual probability of flooding. Annual Probability of Flooding of Less than one percent.

4. EXISTING BUILDING ASSESSMENT

4.1. UNIT OR SPACE TYPES

All 152,000 square feet of the building are occupied by a single occupant. The spaces are a combination of offices, storage rooms, public rooms, stairways, lobbies, mechanical rooms, and other utility spaces. The following table identifies the observed space utilization at the subject property (the data are approximate):

Type	Floor Area (SF)
Offices and Office Corridors (occupied)	105,197
Stairwells	4,664
Lobbies & Public Corridors	9,701
Council Chamber	2,100
Elevators	560
Document Reproduction	5,000
Basement Offices, Records Storage, Training Room, etc.	10,218
Fitness Center	3,180
Mechanical Spaces	3,750
File Storage	1,440
Unfinished Storage (Mezzanine)	5,000
Vacant Offices (4th Floor)	1,190
TOTAL	152,000

4.2. INACCESSIBLE AREAS OR KEY SPACES NOT OBSERVED

Most of the interior spaces were observed in order to gain a clear understanding of the property's overall condition. Other areas accessed included the site within the property boundaries, exterior of the property and the roof. Areas of note that were either inaccessible or not observed for other reasons are listed in the table below:

KEY SPACES NOT OBSERVED		
ROOM #	AREA	ACCESS ISSUES
1001	1 st Floor Meeting Room	Meetings in session
0025	Basement Finance Records storage	Locked room and no key
0030	Basement Training Room	Locked room and no key
0040	Records Storage Vault	Sensitive documents storage

5. SITE IMPROVEMENTS

5.1. UTILITIES

The following table identifies the utility suppliers and the condition and adequacy of the services.

SITE UTILITIES		
UTILITY	SUPPLIER	CONDITION AND ADEQUACY
Sanitary sewer	Department of Public Works	Good
Storm sewer	Department of Public Works	Good
Domestic water	Department of Public Works	Good
Electric service	Power Company	Good
Natural gas service	Gas Company	Good

Actions/Comments:

- According to the POC, the utilities provided are adequate for the property. There are no unique, onsite utility systems such as septic systems, water or waste water treatment plants, or propane gas tanks.

5.2. PARKING, PAVING, AND SIDEWALKS

ITEM	DESCRIPTION
Main Ingress and Egress	Third Street, Ludlow Street
Access from	South, East
Additional Entrances	Municipal Parking Garage
Additional Access from	West

PAVING AND FLATWORK			
ITEM	MATERIAL	LAST WORK DONE	CONDITION
Entrance Driveway Apron	Concrete	Unknown	Fair
Parking Lot	Asphalt	Unknown	Fair
Drive Aisles	Asphalt	Unknown	Fair
Service Aisles	Asphalt	Unknown	Fair
Sidewalks	Concrete	Unknown	Fair
Curbs	Concrete	Unknown	Fair
Site Stairs	Metal	Unknown	Fair
Pedestrian Ramps	None	N/A	Missing

FACILITY CONDITION ASSESSMENT

SAMPLE REPORT

XXXX

XXXX

PROJECT NO: 119503.16R000-XXX.XXX

PARKING COUNT				
OPEN LOT	CARPORT	PRIVATE GARAGE	SUBTERRANEAN GARAGE	FREESTANDING PARKING STRUCTURE
4	0	Unknown	0	80 (Municipal Garage, adjacent to City Hall)
Total Number of ADA Compliant Spaces			2	
Number of ADA Compliant Spaces for Vans			0	
Total Parking Spaces			84	
Parking Ratio (Spaces/Apartments)			N/A	
Method of Obtaining Parking Count			Physical count (surface), research (Garage)	

EXTERIOR STAIRS			
LOCATION	MATERIAL	HANDRAILS	CONDITION
Third Street	Concrete stairs	Metal	Good
Ludlow Street	Concrete stairs	Metal	Good
Alley (Fire Escape)	Steel framed	Metal	Fair

Anticipated Lifecycle Replacements:

- Asphalt pavement sealcoat
- Concrete pavement

Actions/Comments:

- No significant actions are identified at the present time. On-going periodic maintenance is highly recommended. Future lifecycle replacements of the components listed above will be required.

5.3. DRAINAGE SYSTEMS AND EROSION CONTROL

DRAINAGE SYSTEM AND EROSION CONTROL		
SYSTEM	EXISTS AT SITE	CONDITION
Surface Flow	<input checked="" type="checkbox"/>	Good
Inlets	<input checked="" type="checkbox"/>	Fair
Swales	<input type="checkbox"/>	--
Detention pond	<input type="checkbox"/>	--
Lagoons	<input type="checkbox"/>	--
Ponds	<input type="checkbox"/>	--
Underground Piping	<input checked="" type="checkbox"/>	Fair

DRAINAGE SYSTEM AND EROSION CONTROL		
SYSTEM	EXISTS AT SITE	CONDITION
Pits	<input checked="" type="checkbox"/>	Fair
Municipal System	<input checked="" type="checkbox"/>	Fair
Dry Well	<input type="checkbox"/>	--

Anticipated Lifecycle Replacements:

- No components of significance

Actions/Comments:

- There is no evidence of storm water runoff from adjacent properties. The storm water system appears to provide adequate runoff capacity. There is no evidence of major ponding or erosion.

5.4. TOPOGRAPHY AND LANDSCAPING

ITEM	DESCRIPTION						
Site Topography	Flat						
Landscaping	Trees	Grass	Flower Beds	Planters	Drought Tolerant Plants	Decorative Stone	None
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Landscaping Condition	Missing						
Irrigation	Automatic Underground		Drip		Hand Watering		None
	<input type="checkbox"/>		<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>
Irrigation Condition	--						

RETAINING WALLS		
TYPE	LOCATION	CONDITION
None	N/A	--

Anticipated Lifecycle Replacements:

- No components of significance

Actions/Comments:

- The topography and adjacent uses do not appear to present conditions detrimental to the property. There are no significant areas of erosion.

5.5. GENERAL SITE IMPROVEMENTS

PROPERTY SIGNAGE	
Property Signage	Building mounted
Street Address Displayed?	Yes

SITE AND BUILDING LIGHTING					
Site Lighting	None	Pole Mounted	Bollard Lights	Ground Mounted	Parking Lot Pole Type
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	--				
Building Lighting	None	Wall Mounted		Recessed Soffit	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	
	Good				

SITE FENCING		
TYPE	LOCATION	CONDITION
Chain link with metal posts	Fire Escape	Fair

REFUSE DISPOSAL				
Refuse Disposal	Common area dumpsters			
Dumpster Locations	Mounting	Enclosure	Contracted?	Condition
Alley	Asphalt paving	None	No	Fair

OTHER SITE AMENITIES			
	DESCRIPTION	LOCATION	CONDITION
Fitness Center	Exercise equipment	Basement	Good
Tennis Courts	None	N/A	--
Basketball Court	None	N/A	--
Swimming Pool	None	N/A	--

Anticipated Lifecycle Replacements:

- Site fencing
- Site lighting

FACILITY CONDITION ASSESSMENT

SAMPLE REPORT

XXXX

XXXX

PROJECT NO: 119503.16R000-XXX.XXX

Actions/Comments:

- No significant actions are identified at the present time. On-going periodic maintenance is highly recommended. Future lifecycle replacements of the components listed above will be required.

SAMPLE REPORT

6. BUILDING ARCHITECTURAL AND STRUCTURAL SYSTEMS

6.1. FOUNDATIONS

BUILDING FOUNDATION		
ITEM	DESCRIPTION	CONDITION
Foundation	Piers	Fair
Basement and Crawl Space	Concrete slab and concrete walls	Fair

Anticipated Lifecycle Replacements:

- No components of significance

Actions/Comments:

- There are isolated areas of standing water and excessive moisture conditions on the walls and floors in the subterranean basement. In addition, some spalled concrete column bases were observed. As discussed in Section 1.3 (Special Issues and Follow-up), a Professional Engineer with specific expertise in structural design and construction in this geographical area must be retained to evaluate the structure and to provide remedial recommendations consistent with local regulatory and code requirements.

6.2. SUPERSTRUCTURE

BUILDING SUPERSTRUCTURE		
ITEM	DESCRIPTION	CONDITION
Framing / Load-Bearing Wall	Cast-in-place concrete	Fair
Ground Floor	Concrete slab	Poor
Upper Floor Framing	Concrete beams	Fair
Upper Floor Decking	Concrete, cast-in-place	Fair
Roof Framing (High Roof)	Concrete, cast-in-place	Fair
Roof Decking (High Roof)	Concrete, cast-in-place	Fair
Roof Framing (Low Roof)	Steel truss	Fair
Roof Decking (Low Roof)	Metal decking	Fair

Anticipated Lifecycle Replacements:

- First Floor deck repairs

Actions/Comments:

- The superstructure is exposed in some locations, which allows for limited observation. Walls and floors appear to be plumb, level, and stable. There are no significant signs of deflection or movement.
- There are significant areas of spalling concrete on the first floor deck. This was observed from the basement and sub-basement. Large areas of exposed reinforcing rods were observed. As mentioned in Section 1.3 (Special Issues and Follow-up), a Professional Engineer with specific expertise in structural design and construction in this geographical area must be retained to evaluate the structure and to provide remedial recommendations consistent with local regulatory and code requirements.

6.3. ROOFING

PRIMARY ROOF			
Type / Geometry	Flat	Finish	Rubber membrane with stone ballast
Maintenance	Outside Contractor	Roof Age	26
Flashing	Sheet metal	Warranties	10-year
Parapet Copings	Parapet with sheet metal coping	Roof Drains	Internal drains
Fascia	None	Insulation	None
Soffits	None	Skylights	Yes
Attics	Concrete roof decks	Ponding	No
Ventilation Source-1	Not provided	Leaks Observed	No
Ventilation Source-2	Not provided	Roof Condition	Fair

The primary roof is located at the top of the high-rise building and the intermediate courts.

SECONDARY ROOF			
Type / Geometry	Gambrel	Finish	Single-ply membrane
Maintenance	Outside Contractor	Roof Age	Unknown
Flashing	Sheet metal	Warranties	None
Parapet Copings	Parapet with sheet metal coping	Roof Drains	Scupper, leaders and downspouts
Fascia	None	Insulation	None
Soffits	None	Skylights	No
Attics	Truss Joists	Ponding	Yes
Ventilation Source-1	Turtle Vents	Leaks Observed	No
Ventilation Source-2	Not provided	Roof Condition	Fair

The secondary roof is located at the low-rise building.

Anticipated Lifecycle Replacements:

- Roof membranes
- Roof flashings (included as part of overall membrane replacement)
- Parapet wall copings (included as part of overall membrane replacement)

Actions/Comments:

- No information regarding the roof finishes of the low roof was obtained. According to the information obtained from the high roof warranty, the surface of the high roof was installed in 1989. This roof surface was covered by a 10-year warranty which expired in 1999. A copy of the warranty is included in the appendix.
- According to the POC, there are no active roof leaks. There is no evidence of active roof leaks.
- There is no evidence of significant roof deck or insulation deterioration. The roof substrate and insulation should be inspected during any future roof repair or replacement work.
- Roof drainage appears to be marginally adequate. The high roof has only two roof drains. The same is true for the low roof. The low roof had some standing water due to the fact that the drains were partially blocked with debris. Clearing and minor repair of drain system components should be performed regularly as part of the property management's routine maintenance and operations program.
- There is no evidence of significant water intrusion or excessive daylight in the attic. However, there was evidence of efflorescence in the brick walls.
- During severe wind storms, roofing aggregate (ballast) may become wind-borne and may harm nearby persons or may damage surrounding properties or building or site elements of the subject property. National, regional, and local building codes vary widely in the treatment of this issue and should be consulted during any future roofing repairs or replacements.

6.4. EXTERIOR WALLS

BUILDING EXTERIOR WALLS		
TYPE	LOCATION	CONDITION
Primary Finish	Brick veneer	Fair
Secondary Finish	Stucco	Fair
Accented with	Stone veneer	Fair
Soffits	Not Applicable	--

Building sealants (caulking) are located between dissimilar materials, at joints, and around window and door openings.

Anticipated Lifecycle Replacements:

- Exterior paint
- Stucco
- Brick veneer re-pointing
- Wood trim
- Masonry re-pointing

Actions/Comments:

- On-going periodic maintenance, including patching repair and re-caulking, is highly recommended. Future lifecycle replacements of the components listed above will be required.
- The brick veneer adjacent to the third floor fire escape door was observed to be damaged. The damage should be repaired as the fire escape is bolted to the building at this point.
- Damaged mortar joints must be cleaned and re-pointed.
- The brick masonry has isolated areas of efflorescence, particularly near the northeast corner of the attic (interior brickwork). The affected areas of brick masonry must be cleaned and an efflorescence-checking coating must also be applied to the brick masonry.
- The limestone trim has isolated deteriorated mortar joints (along the east elevation of the building). The damaged mortar must be replaced.

6.5. EXTERIOR AND INTERIOR STAIRS

BUILDING EXTERIOR AND INTERIOR STAIRS					
TYPE	DESCRIPTION	RISER	HANDRAIL	BALUSTERS	CONDITION
Building Exterior Stairs	Stone	Closed	Metal	Metal	Good
Building Exterior Stairs (fire escape)	Welded steel	Open	Metal	Metal	Fair
Building Interior Stairs (main)	Concrete stairs	Closed	Wood	Metal	Good
Building Interior Stairs (secondary)	Steel with vinyl treads/risers	Closed	Metal	None	Good

Anticipated Lifecycle Replacements:

- The fire escape will require periodic repainting.

Actions/Comments:

- One of the concrete footings of the fire escape exhibited spalled concrete and will require replacement or significant repairs.

6.6. EXTERIOR WINDOWS AND DOORS

BUILDING WINDOWS				
WINDOW FRAMING	GLAZING	LOCATION	WINDOW SCREEN	CONDITION
Steel framed, operable	Double glaze	Exterior Walls	<input type="checkbox"/>	Fair

BUILDING DOORS		
	Door Type	Condition
Main Entrance Doors	Fully glazed, metal framed	Fair
Secondary Entrance Doors	Metal, hollow	Poor
Service Doors	Metal, hollow	Fair
Service Doors (north penthouse)	Steel	Fair
Service Doors (south penthouse)	Wood	Poor
Overhead Doors	Steel	Good
Fire Escape Door	Wood	Fair

Anticipated Lifecycle Replacements:

- Exterior wood doors
- Window sealants

Actions/Comments:

- There are some missing or damaged sections of sealant. Minor sealant replacement or repair is considered to be routine maintenance.

6.7. PATIO, TERRACE, AND BALCONY

BUILDING PATIO, TERRACE AND BALCONY			
TYPE	DESCRIPTION	LOCATION	CONDITION
Ground Floor Patio	None	None	--
Upper Balcony Structure	Integral to main superstructure	Second Floor	Good
Balcony Deck	Concrete	Second Floor	Good
Balcony Deck Toppings	Ballasted membrane	Second Floor	Good
Balcony Guardrails	Stone	Second Floor	Good

Anticipated Lifecycle Replacements:

- Balcony membrane

Actions/Comments:

- No significant actions are identified at the present time. On-going periodic maintenance is highly recommended. Future lifecycle replacements of the components listed above will be required.

7. BUILDING MECHANICAL AND PLUMBING SYSTEMS

See the Mechanical Equipment List in the Appendices for the quantity, manufacturer's name, model number, capacity and year of manufacturer of the major mechanical equipment, if available.

7.1. BUILDING HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

INDIVIDUAL UNITS	
Primary Components	Split-system fan coils and condensing units
Cooling (if separate from above)	performed via components above
Quantity and Capacity Ranges	Approximately 21 units ranging from 1.5 tons to 10 tons
Total Heating or Cooling Capacity	170 tons (approximately)
Heating Fuel	Electric
Location of Equipment	Throughout interior spaces
Space Served by System	Entire building
Age Ranges	Vary from 1970s to 2009
Primary Component Condition	Fair

BUILDING CENTRAL HEATING SYSTEM	
Primary Heating System Type	Steam boilers
Quantity and Capacity of Major Components	Two boilers at 2,756 MBH each
Total Heating Capacity	5,512 MBH
Heating Fuel	Natural gas
Location of Major Equipment	Mechanical rooms
Space Served by System	Entire building
Age Ranges	Boilers appear to date from 1998. Most steam radiators are approximately the same age. A few radiators may be original.
Boiler Condition	Fair
Heat Exchanger Condition	Fair

DISTRIBUTION SYSTEM	
HVAC Steam Distribution System	Two-pipe
Heating Water Circulation Pump Size and Quantity	NA
Chilled Water Circulation Pump Size and Quantity	NA

FACILITY CONDITION ASSESSMENT

SAMPLE REPORT

XXXX

XXXX

PROJECT NO: 119503.16R000-XXX.XXX

DISTRIBUTION SYSTEM	
Condenser Water Circulation Pump Size and Quantity	Six pumps at 1/2 HP, each
Pump Condition	Fair
Air Distribution System	Constant
Quantity and Capacity of Air Handlers	Four air handlers ranging from 3,000 to 3,800 CFM each
Location of Air Handlers	Rooftop, exterior
Large Spaces the Larger Dedicated AHU's Serve	Third Floor, Sixth Floor
Age of Air Handlers	Vary from 1985 to 2010
Air Handler Condition	Fair
Terminal Units	None
Quantity and Capacity of Terminal Units	Quantity of steam radiators and unit heaters difficult to determine without construction drawings
Location of Terminal Units	Mechanical closets, above ceilings, attics, rooftop
Spaces Served by Terminal Units	Throughout facility
Terminal Unit Condition	Fair

SUPPLEMENTAL COMPONENTS	
Supplemental Component #1	Radiators & cabinet units
Location / Space Served by Radiators and Unit Heaters	Interior spaces
Radiators and Unit Heater Condition	Fair
Supplemental Component #2	PTAC units
Location / Space Served by PTAC units	Executive Offices
PTAC Condition	Fair

CONTROLS & VENTILATION	
HVAC Control System	BAS, direct digital controls (DDC)
HVAC Control System Condition	Good
Building Ventilation	Central AHU, with fresh air intake
Ventilation System Condition	Fair

FACILITY CONDITION ASSESSMENT

SAMPLE REPORT

XXXX

XXXX

PROJECT NO: 119503.16R000-XXX.XXX

Anticipated Lifecycle Replacements:

- Boilers
- Air handling units
- Fan coil units
- Package units
- Split system condensing units
- Suspended unit heaters
- PTAC's

Actions/Comments:

- The HVAC equipment varies in age. HVAC equipment is replaced on an "as needed" basis.
- The HVAC equipment appears to be functioning adequately overall. However, many or most of the HVAC components have passed their expected mid-lives and many components have exceeded their Expected Useful Lives (EUL) by a wide margin. Much of the HVAC equipment will require replacement within the near future. Costs for this work are included.
- The rooftop air handlers are reported to be functioning adequately but they will exceed their Expected Useful Lives (EUL) and will require replacement during the assessment period.
- The fan coil units and split system condensers are reported to be functioning adequately but they will exceed their Expected Useful Lives (EUL) and will require replacement during the assessment period.
- The water-cooled heat pumps are reported to be functioning adequately but they will exceed their Expected Useful Lives (EUL) and will require replacement during the assessment period.
- The PTAC units are reported to be functioning adequately but they will exceed their Expected Useful Lives (EUL) and will require replacement during the assessment period.
- The two steam boilers were manufactured in 1998; they have passed the midpoint of their Expected Useful Lives (EUL) and will require replacement during the assessment period.
- The two condensate pumping systems were manufactured in 1998; they have passed the midpoint of their Expected Useful Lives (EUL) and will require replacement during the assessment period.

7.2. BUILDING PLUMBING AND DOMESTIC HOT WATER

BUILDING PLUMBING SYSTEM		
TYPE	DESCRIPTION	CONDITION
Water Supply Piping	Copper	Fair
Waste/Sewer Piping	Cast iron	Fair
Vent Piping	Cast iron	Fair
Water Meter Location	Basement	

DOMESTIC WATER HEATERS OR BOILERS	
Components	Water Heater, Shell and Tube Heat Exchanger
Fuel	Natural gas
Quantity and Input Capacity	One unit at 75 MBH
Storage Capacity	75 gallons
Boiler or Water Heater Condition	Fair
Supplementary Storage Tanks?	No
Storage Tank Quantity and Volume	N/A

DOMESTIC WATER HEATERS OR BOILERS	
Quantity of Storage Tanks	N/A
Storage Tank Condition	NA
Domestic Hot Water Circulation Pumps (3 HP and over)	N/A
Adequacy of Hot Water	Adequate
Adequacy of Water Pressure	Adequate

PLUMBING FIXTURES	
Water Closets	Commercial
Toilet (Water Closet) Flush Rating	1.6 GPF
Common Area Faucet Nominal Flow Rate	2.2 GPM
Condition	Fair

Anticipated Lifecycle Replacements:

- Heat Exchanger
- Water heaters
- Toilets
- Urinals
- Lavatories

Actions/Comments:

- The plumbing systems appear to be well maintained and functioning adequately. The water pressure appears to be sufficient. No significant repair actions or short term replacement costs are required. Routine and periodic maintenance is recommended. Future lifecycle replacements of the components or systems listed above will be required.

7.3. BUILDING GAS DISTRIBUTION

Gas service is supplied from the gas main on the adjacent public street. The gas meter and regulator are located in the basement. The gas distribution piping within the building is malleable steel (black iron).

Anticipated Lifecycle Replacements:

- No components of significance

Actions/Comments:

- The pressure and quantity of gas appear to be adequate.
- The gas meter and regulator appear to be functioning adequately and will require routine maintenance.
- Only limited observation of the gas distribution piping can be made due to hidden conditions.

7.4. BUILDING ELECTRICAL

BUILDING ELECTRICAL SYSTEMS			
Electrical Lines	Underground	Transformer	Underground vault

FACILITY CONDITION ASSESSMENT

SAMPLE REPORT

XXXX

XXXX

PROJECT NO: 119503.16R000-XXX.XXX

BUILDING ELECTRICAL SYSTEMS			
Main Service Size	1,200 Amps	Volts	277/480 Volt, three-phase
Meter and Panel Location	Basement	Branch Wiring	Copper
Conduit	Metallic	Step-Down Transformers?	Yes
Security / Surveillance System?	Yes	Building Intercom System?	No
Lighting Fixtures	T-8		
Main Distribution Condition	Fair		
Secondary Panel and Transformer Condition	Fair		
Lighting Condition	Good		

BUILDING EMERGENCY SYSTEM			
Size	35 kW	Fuel	Natural gas
Generator / UPS Serves	Emergency lights, elevators, etc.	Tank Location	None
Testing Frequency	Bi-Weekly	Tank Type	None
Generator / UPS Condition	Fair		

Anticipated Lifecycle Replacements:

- Circuit breaker panels
- Main switchgear
- Switchboards
- Step-down transformers
- Emergency generator

Actions/Comments:

- The onsite electrical systems up to the meters are owned and maintained by the respective utility company.
- The electrical service and capacity appear to be adequate for the property's demands.
- Two power panels (Room 402 and 617) were observed to be in poor condition and should be repaired or replaced as soon as possible as they are hazardous to life and safety.
- Some of the electrical components within the building, including the switchboards and step-down transformers appear to be older units. A modernization project is recommended to upgrade the aging interior electrical infrastructure.

7.5. BUILDING ELEVATORS AND CONVEYING SYSTEMS

	ELEVATOR-1	ELEVATOR-2	ELEVATOR-3
Building Name	City Hall	City Hall	City Hall

FACILITY CONDITION ASSESSMENT

SAMPLE REPORT

XXXX

XXXX

PROJECT NO: 119503.16R000-XXX.XXX

	ELEVATOR-1	ELEVATOR-2	ELEVATOR-3
Elevator Category	Passenger	Passenger	Freight
Elevator Type	Traction	Traction	Traction
Elevator Capacity	2,000 Lbs	2,000 Lbs	2,000 Lbs
Elevator Manufacturer	Kone	Kone	Dover
Equipment Location	Penthouse or top of shaft	Penthouse or top of shaft	Penthouse or top of shaft
Elevator Safety Stop	Electronic	Electronic	Mechanical
Elevator Emergency Communication	Yes	Yes	No
Elevator Cab Floor	Wood	Wood	Wood
Elevator Cab Wall	plastic-laminated wood	plastic-laminated wood	Metal
Elevator Cabin Lighting	F42T8	F42T8	F42T8
Machinery Condition	Fair	Fair	Fair
Controls Condition	Fair	Fair	Fair
Cab Finish Condition	Good	Good	Fair
Other Conveyance	Escalators	Dumbwaiters	Wheelchair Lifts
Condition	--	--	Good

Anticipated Lifecycle Replacements:

- Elevator controls
- Overhead traction machinery
- Elevator cab finishes

Actions/Comments:

- The elevators are serviced by Kone on a routine basis. The elevator machinery and controls were upgraded in 1986.
- The elevators are inspected on an annual basis by the municipality, and a certificate of inspection is on file in the management office. Inspection stickers from 2015 were observed on the elevator power disconnect boxes.
- The emergency communication equipment in the elevator cabs appears to be functional. Equipment testing is not within the scope of the work.
- The cost to replace the finishes is relatively insignificant and the work can be performed as part of the property management's operations program.

7.6. FIRE PROTECTION AND SECURITY SYSTEMS

ITEM	DESCRIPTION
Type	Wet pipe

FACILITY CONDITION ASSESSMENT

SAMPLE REPORT

XXXX

XXXX

PROJECT NO: 119503.16R000-XXX.XXX

ITEM	DESCRIPTION					
Type	Wet pipe					
Fire Alarm System	Central Alarm Panel	<input checked="" type="checkbox"/>	Battery-Operated Smoke Detectors	<input type="checkbox"/>	Alarm Horns	<input checked="" type="checkbox"/>
	Annunciator Panels	<input checked="" type="checkbox"/>	Hard-Wired Smoke Detectors	<input checked="" type="checkbox"/>	Strobe Light Alarms	<input checked="" type="checkbox"/>
	Pull Stations	<input checked="" type="checkbox"/>	Emergency Battery-Pack Lighting	<input type="checkbox"/>	Illuminated EXIT Signs	<input checked="" type="checkbox"/>
Alarm System Condition	Good					
Sprinkler System	None	<input type="checkbox"/>	Standpipes	<input checked="" type="checkbox"/>	Backflow Preventer	<input checked="" type="checkbox"/>
	Hose Cabinets	<input type="checkbox"/>	Fire Pumps	<input type="checkbox"/>	Siamese Connections	<input checked="" type="checkbox"/>
Suppression Condition	Good					
Central Alarm Panel System	Location of Alarm Panel			Installation Date of Alarm Panel		
	Basement (Electricians Storage Room)			2009		
Fire Extinguishers	Last Service Date			Servicing Current?		
	April, 2015			Yes		
Hydrant Location	Approximately 100-150 feet due east of building (opposite side of Ludlow Street)					
Siamese Location	Exterior Wall-Ludlow Street					
Special Systems	Kitchen Suppression System		<input type="checkbox"/>	Computer Room Suppression System		<input type="checkbox"/>

Anticipated Lifecycle Replacements:

- Central alarm panel
- Alarm devices and system
- Sprinkler heads

Actions/Comments:

- The fire sprinklers appear to be maintaining integrity and functioning adequately. However, the last fire sprinkler certification inspection occurred in 2008. A qualified fire equipment contractor must be retained to perform tests and to re-certify the system. The cost to retain a contractor is included.
- The majority of the building is not protected by fire suppression; sprinkler heads are currently limited to the basement and first floor lobby. Due to its construction date, the facility is most likely "grandfathered" by code and the installation of fire sprinklers is not required until major renovations are performed. Regardless of when or if installation of facility-wide fire suppression is required by the governing municipality, [REDACTED] recommends a retrofit be performed. As part of the major recommended short term renovations, a facility-wide fire suppression retrofit is recommended. A budgetary cost is included.
- The fire extinguishers were inspected within the last year.
- In particular, the basement does not appear to have a sufficient number of exit signs. Moreover, additional exit signs should be installed in the upper floor corridors as well. A budgetary cost is included.

8. INTERIOR SPACES

8.1. INTERIOR FINISHES

The facility was constructed as a YMCA in 1906-1908 but it was converted to the City Hall sometime around 1940. Presently, the building provides accommodation for the City Council Chambers, City Manager's Office, Taxation Offices, Legal Offices, Central Services, and other city administrative offices. The basement accommodates the boilers and electrical plant as well as a print shop and fitness center.

The following table generally describes the locations and typical conditions of the interior finishes within the facility:

TYPICAL FLOOR FINISHES		
FLOOR FINISH	LOCATIONS	GENERAL CONDITION
Marble	Main Lobby	Good
Mosaic tile	Landing of Main Stairway	Fair
Ceramic tile	Entry Vestibule, lavatories	Fair
Vinyl tile	Corridors	Fair
Carpet	Private offices, corridors	Good
TYPICAL WALL FINISHES		
WALL FINISH	LOCATIONS	GENERAL CONDITION
Painted plaster	Interior of exterior walls, stairwells	Good
Painted drywall	Lobby, offices, restrooms	Good
Ceramic tile	Restrooms	Good
TYPICAL CEILING FINISHES		
CEILING FINISH	LOCATIONS	GENERAL CONDITION
Painted plaster	Stairwells, second floor lobby	Good
Suspended T-bar (Acoustic)	Main Lobby, corridors, offices, restrooms	Good
Exposed structure	Sub-basement	Poor
INTERIOR DOORS		
ITEM	TYPE	CONDITION
Interior Doors	Hollow core	Good

FACILITY CONDITION ASSESSMENT

SAMPLE REPORT

XXXX

XXXX

PROJECT NO: 119503.16R000-XXX.XXX

INTERIOR DOORS		
ITEM	TYPE	CONDITION
Door Framing	Metal	Good
Fire Doors	Yes	Good

Anticipated Lifecycle Replacements:

- Carpet
- Vinyl tile
- Sheet vinyl
- Interior paint
- Suspended acoustic ceiling tile
- Interior doors
- Kitchenette appliances

Actions/Comments:

- Most interior areas appear to have been renovated recently.
- No significant actions are identified at the present time. On-going periodic maintenance is highly recommended. Future lifecycle replacements of the components listed above will be required.

8.2. COMMERCIAL KITCHEN & LAUNDRY EQUIPMENT

Not applicable. The building does not have retail or commercial kitchen or laundry equipment.

9. OTHER STRUCTURES

Not applicable. There are no major accessory structures. The municipal parking garage is connected to the third floor of the City Hall by a pedestrian bridge. With the exception of the issue of the ADA parking spaces (Section 3.1), the garage is not covered by this report.

SAMPLE REPORT

10. CERTIFICATION

FacilityDude retained [REDACTED] to perform this Facility Condition Assessment in connection with the "Property". It is our understanding that the primary interest of FacilityDude is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.

The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager's walk-through observations during the site visit, and our experience with similar properties.

No testing, exploratory probing, dismantling or operating of equipment or in depth studies were performed unless specifically required under Section 2 of this report. This assessment did not include engineering calculations to determine the adequacy of the Property's original design or existing systems. Although walk-through observations were performed, not all areas were observed (See Section 4.2 for areas observed). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared on behalf of and exclusively for the use of FacilityDude for the purpose stated within Section 2 of this report. The report, or any excerpt thereof, shall not be used by any party other than FacilityDude or for any other purpose than that specifically stated in our agreement or within Section 2 of this report without the express written consent of [REDACTED]

Any reuse or distribution of this report without such consent shall be at FacilityDude and the recipient's sole risk, without liability to [REDACTED]

Prepared by: John Marks, P.E.
Project Manager

Reviewed by:

11. APPENDICES

APPENDIX A: PHOTOGRAPHIC RECORD

APPENDIX B: SITE PLAN

APPENDIX C: SUPPORTING DOCUMENTATION

APPENDIX D: [REDACTED] ACCESSIBILITY CHECKLIST

APPENDIX E: PRE-SURVEY QUESTIONNAIRE

SAMPLE REPORT

APPENDIX A: PHOTOGRAPHIC RECORD

SAMPLE REPORT

FACILITY CONDITION ASSESSMENT

SAMPLE REPORT

XXXX

XXXX

PROJECT NO: 119503.16R000-XXX.XXX



PHOTO #1: FRONT ELEVATION



PHOTO #2: LEFT ELEVATION



PHOTO #3: RIGHT ELEVATION



PHOTO #4: REAR ELEVATION



PHOTO #5: PANEL BOARD (LIFE SAFETY ISSUE)



PHOTO #6: PANEL BOARD (LIFE SAFETY ISSUE)

FACILITY CONDITION ASSESSMENT

SAMPLE REPORT

XXXX

XXXX

PROJECT NO: 119503.16R000-XXX.XXX



PHOTO #7: EVIDENCE OF MOLD IN BASEMENT



PHOTO #8: FIRST FLOOR SLAB (NOTE EXPOSED REINFORCING STEEL)



PHOTO #9: COLUMN BASE (NOTE CRACKED CONCRETE)

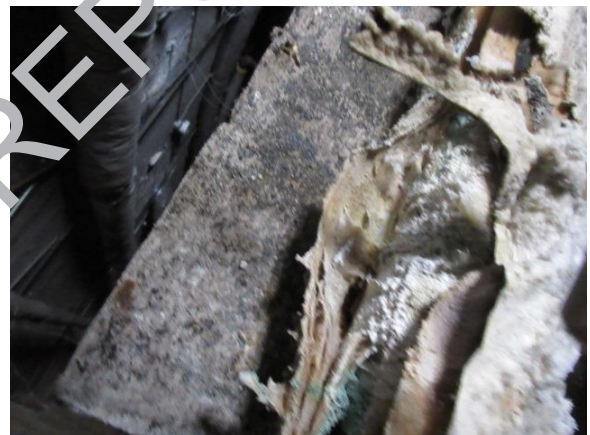


PHOTO #10: SUSPECTED ASBESTOS PIPE LAGGING

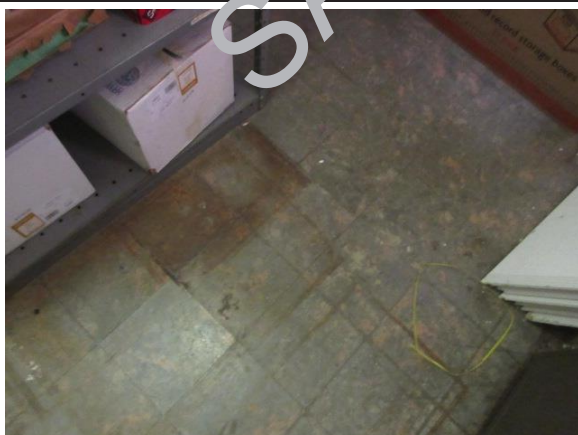


PHOTO #11: SUSPECTED VINYL-ASBESTOS FLOOR TILES



PHOTO #12: SUSPECTED LEAD PAINT

FACILITY CONDITION ASSESSMENT

SAMPLE REPORT

XXXX

XXXX

PROJECT NO: 119503.16R000-XXX.XXX

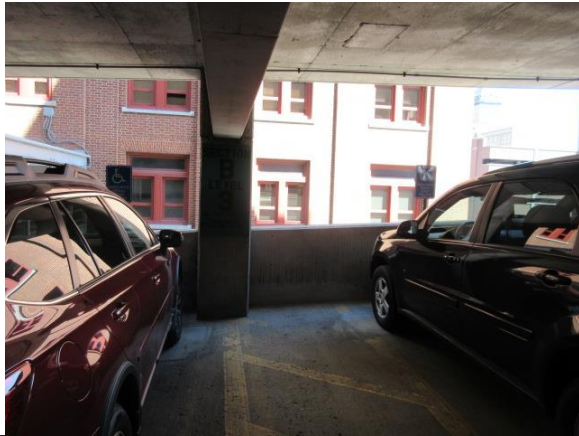


PHOTO #13: ACCESSIBLE PARKING SPACES IN MUNICIPAL GARAGE



PHOTO #14: ACCESSIBLE LAVATORY (PIPE SHOULD BE INSULATED)

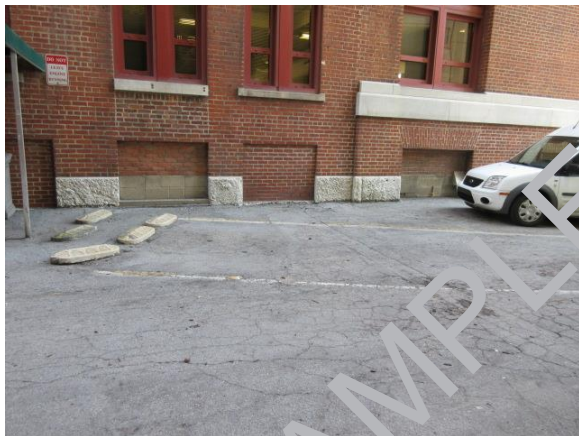


PHOTO #15: SURFACE PARKING AREA



PHOTO #16: PAVEMENT DRAIN

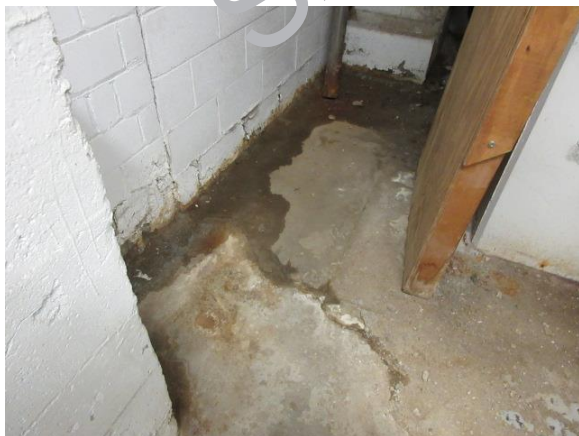


PHOTO #17: MOISTURE INTRUSION INTO BASEMENT



PHOTO #18: ATTIC

FACILITY CONDITION ASSESSMENT

SAMPLE REPORT

XXXX

XXXX

PROJECT NO: 119503.16R000-XXX.XXX



PHOTO #19: HIGH ROOF



PHOTO #20: GREEN ROOF



PHOTO #21: LOW ROOF



PHOTO #22: ROOF DRAIN

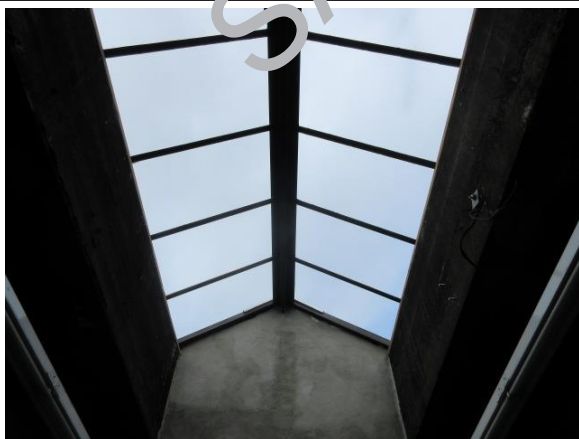


PHOTO #23: PENTHOUSE SKYLIGHT

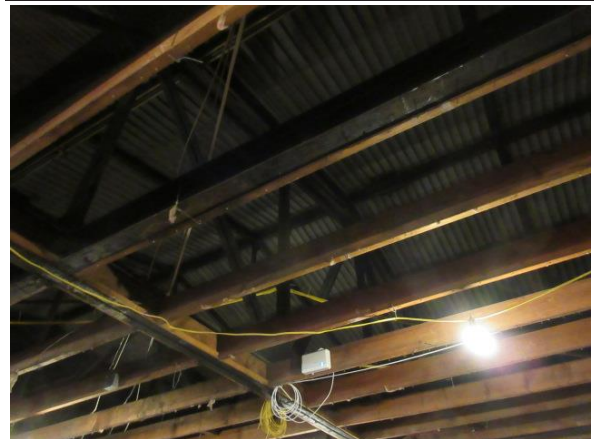


PHOTO #24: LOW ROOF TRUSS FRAMING

APPENDIX B:
SITE PLAN

FACILITY CONDITION ASSESSMENT

SAMPLE REPORT

XXXX

XXXX

PROJECT NO: 119503.16R000-XXX.XXX

Site Plan



Project Name:

Sample Report

Project Number:

119503.16R000-xxx.xxx

Source:

Google Earth

On-Site Date:

April 4-5, 2016

APPENDIX C: SUPPORTING DOCUMENTATION

APPENDIX D:

ACCESSIBILITY CHECKLIST

SAMPLE REPORT

FACILITY CONDITION ASSESSMENT

SAMPLE REPORT

XXXX

XXXX

PROJECT NO: 119503.16R000-XXX.XXX

Date Completed: April 5, 2016

Property Name: Sample Report

Project Number: 119503.16R000-xxx.xxx

	Property History	Yes	No	Unk	Comments
1	Has an ADA survey previously been completed for this property?			x	
2	Have any ADA improvements been made to the property?	x			Mechanical door operators, ADA parking, restrooms
3	Do a Transition Plan / Barrier Removal Plan exist for the property?			x	
4	Has building ownership or management received any ADA related complaints that have not been resolved?			x	
5	Is any litigation pending related to ADA issues?			x	
	Parking	Yes	No	NA	Comments
1	Are there sufficient accessible parking spaces with respect to the total number of reported spaces?		x		Two existing spaces; additional (van-accessible) space required
2	Are there sufficient van-accessible parking spaces available?		x		No van spaces in garage.
3	Are accessible spaces signed with the International Symbol of Accessibility (ISA)? Are there signs reading "Van Accessible" at van spaces?	x			
4	Is there at least one accessible route provided within the boundary of the site from public transportation stops, accessible parking spaces, passenger loading zones, if provided, and public streets and sidewalks?	x			
5	Do curbs on the accessible route have depressed, ramped curb cuts at drives, paths, and drop-offs?	x			
6	Does signage indicate the accessible building entrance from accessible parking, where more than one pedestrian route is present, and not all routes or not all building entrances are accessible?	x			
	Ramps	Yes	No	NA	Comments
1	Do all ramps along accessible path of travel appear to meet running slope requirements (1:12 or less) with maximum rise 30" for each ramp run?			x	

FACILITY CONDITION ASSESSMENT

SAMPLE REPORT

XXXX

XXXX

PROJECT NO: 119503.16R000-XXX.XXX

	Ramps (cont.)	Yes	No	NA	Comments
2	Do ramp runs that appear to rise more than 6" have railings on both sides?			x	
3	Does the width between railings appear at least 36 inches?			x	
4	Is there a level landing at the top and at the bottom of ramp runs and at ramp turns?			x	
	Entrances/Exits	Yes	No	NA	Comments
1	Are minimum 60% of the public entrances accessible?		x		One of three entrances is accessible. Remaining two require use of stairs.
2	Do all required accessible entrance doorways appear to be: (a) at least 32 inches wide; (b) at least 80 inches high; (c) with hardware between 34" and 48" high, and (d) not a revolving door?	x			
3	Is the door hardware easy to operate-lever/push type hardware, no twisting required, min. 36 inches to max. 48 inches above the floor?	x			Mechanical door openers provided.
	Paths of Travel / Accessible Routes	Yes	No	NA	Comments
1	Are all exterior and interior paths of travel/accessible routes free of obstruction and appear at least 36 inches wide? Do accessible routes coincide with the paths of travel for non-disabled (accessible routes cannot be in a totally different area than where everyone else walks)?	x			
2	Is there a path of travel that does not require the use of stairs?	x			
3	Is signage for restrooms, building means of egress exits, interior and exterior signs identifying permanent rooms/spaces compliant?		x		The building exit door has no "exit" fixture.
	Elevators	Yes	No	NA	Comments
1	Do the call buttons have visual and audible signals to indicate when a call is registered and answered when car arrives?	x			
2	Are there visual and audible signals inside cars indicating floor change?	x			

FACILITY CONDITION ASSESSMENT

SAMPLE REPORT

XXXX

XXXX

PROJECT NO: 119503.16R000-XXX.XXX

3	Are there standard raised and Braille marking on both jambs of each hoist way entrance and all cab call buttons?	x			
	Elevators (cont.)	Yes	No	NA	Comments
4	Do elevator doors have a reopening device that will stop and reopen a car door if an object or a person obstructs the door?	x			Electronic.
5	Do all elevator controls appear to be within reach ranges between 15 and 48 inches, including emergency communication controls?	x			
6	If a two-way emergency communication system is provided within the elevator cab, is it usable without voice communication?	x			
	Tables, Work Surfaces, and Service Counters	Yes	No	NA	Comments
1	Do at least 5% of dining tables and work surfaces have knee and toe clearance with surface heights appearing to be minimum 28" high and maximum 34" high?			x	
2	Do food service counters appear to be maximum 34" height?			x	
3	Do check-out aisles, sales and service counters appear to be maximum 38" high?			x	
	Assembly Areas (Auditorium, Theater, Classroom, Bleachers, Stadium)	Yes	No	NA	Comments
1	Are sufficient wheelchair spaces provided, with a companion seat for each wheelchair space?			x	
2	Where an audio system is present and integral to the use of the space, are assistive listening systems present or available?			x	
	Restrooms/ Bathing Rooms/Locker Rooms	Yes	No	NA	Comments
1	Are restrooms located on an accessible route?	x			
2	Are pull handles push/pull or lever type?	x			
3	If fire alarms are located in restrooms, are they both audible AND visual?			x	No fire alarms in restrooms.
4	Are toilet room access doors wheelchair-accessible (appear to be at least 32 inches wide)?	x			

FACILITY CONDITION ASSESSMENT

SAMPLE REPORT

XXXX

XXXX

PROJECT NO: 119503.16R000-XXX.XXX

5	Are public restrooms large enough to accommodate a wheelchair turnaround (appear to have 60" turning diameter)?		x		
	Restrooms/ Bathing Rooms/Locker Rooms (cont.)	Yes	No	NA	Comments
6	In unisex toilet rooms, are there safety alarms with pull cords?			x	NA if the building does not have pull cord alarm system. Typically only applies to healthcare properties.
7	Are toilet stall doors wheelchair accessible (appear to be at least 32" wide)?	x			
8	Are grab bars provided in toilet stalls?	x			
9	Are sinks provided with clearance for a wheelchair to roll under (appear to have clearance of 8" depth min. at 27" ht.)?	x			
10	Are sink handles operable with one hand without grasping, pinching, or twisting?	x			
11	Are exposed pipes under sink sufficiently insulated against contact?		x		NA if the pipes are not exposed.

	Guest Rooms/ Student Sleeping Rooms	Yes	No	NA	Comments
1	How many total accessible sleeping rooms does the property management report to have? Are there sufficient reported accessible sleeping rooms with respect to the total number of reported sleeping rooms? See attached hot sheet.			x	
2	How many accessible sleeping rooms have roll-in showers, per property management? Are there sufficient reported accessible rooms with roll-in showers with respect to the total number of reported accessible guestrooms? See attached hot sheet.			x	
3	How many assistive listening kits and/or rooms with communication features are available per property management? Are there sufficient reported assistive listening devices with respect to the total number of rooms? See attached hot sheet.			x	

FACILITY CONDITION ASSESSMENT

SAMPLE REPORT

XXXX

XXXX

PROJECT NO: 119503.16R000-XXX.XXX

4	Where kitchens/kitchenettes are provided, is a wheelchair turning space present in the kitchen/kitchenette and accessible counters (appear to be maximum 34" high adjacent a built in stove or microwave)?			x	
5	How many total accessible units of graduate/faculty apartments and townhouses leased on an annual basis does the property management report to have? Are there sufficient reported accessible units with accessible kitchens with respect to the total number of reported units? See attached hot sheet and use Tables 224.2 and 224.4.			x	
Pools/Wading Pools/Spas/Wave Action		Yes	No	NA	Comments
1	Are public access pools/spas/wading pools/wave action features provided? If the answer is no, please disregard this section.				
2	How many accessible access points are provided to each type of water activity? Is at least one fixed lift or sloped entry to each type provided (2 entries required for pools with 300 LF or more pool wall)?			x	
Play Area		Yes	No	NA	Comments
1	Has the play area been reviewed for accessibility? All public playgrounds are subject to ADA standards.			x	
Sports Facilities/ Exercise Equipment		Yes	No	NA	Comments
1	Is an accessible route provided to each sport area, exercise area? To each press box where total of boxes in an assembly area is greater than 500 SF?			x	
2	Is there an accessible route outside of marked play lines within each sport court, providing access to all sides of the court?			x	
3	Does there appear to be adequate clear floor space (30" minimum by 48" minimum) around a minimum of one of each type of exercise machine/ equipment?			x	

*Based on visual observation only. The slope was not confirmed through measurements.

SAMPLE REPORT

APPENDIX E: PRE-SURVEY QUESTIONNAIRE

THIS APPENDIX IS INTENTIONALLY LEFT BLANK

SAMPLE REPORT

FACILITY CONDITION ASSESSMENT

SAMPLE REPORT

XXXX

XXXX

PROJECT NO: 119503.16R000-XXX.XXX

On the day of the site visit, provide [REDACTED] Field Observer access to all of the available documents listed below. Provide copies if possible.

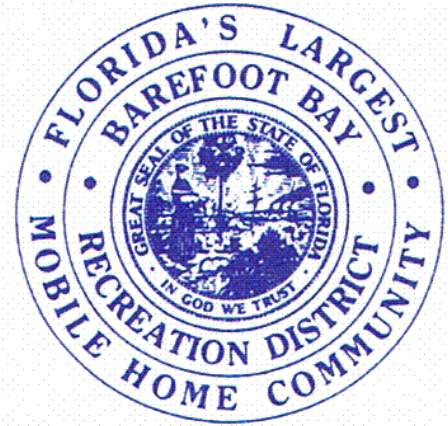
INFORMATION REQUIRED

1. All available construction documents (blueprints) for the original construction of the building or for any tenant improvement work or other recent construction work.
2. A site plan, preferably 8 1/2" X 11", which depicts the arrangement of buildings, roads, parking stalls, and other site features.
3. For commercial properties, provide a tenant list which identifies the names of each tenant, vacant tenant units, the floor area of each tenant space, and the gross and net leasable area of the building(s).
4. For apartment properties, provide a summary of the apartment unit types and apartment unit type quantities, including the floor area of each apartment unit as measured in square feet.
5. For hotel or nursing home properties, provide a summary of the room types and room type quantities.
6. Copies of Certificates of Occupancy, building permits, fire or health department inspection reports, elevator inspection certificates, roof or HVAC warranties, or any other similar, relevant documents.
7. The names of the local utility companies which serve the property, including the water, sewer, electric, gas, and phone companies.
8. The company name, phone number, and contact person of all outside vendors who serve the property, such as mechanical contractors, roof contractors, fire sprinkler or fire extinguisher testing contractors, and elevator contractors.
9. A summary of recent (over the last 5 years) capital improvement work which describes the scope of the work and the estimated cost of the improvements. Executed contracts or proposals for improvements. Historical costs for repairs, improvements, and replacements.
10. Records of system and material ages (roof, MEP, paving, finishes, furnishings).
11. Any brochures or marketing information.
12. Appraisal, either current or previously prepared.
13. Current occupancy percentage and typical turnover rate records (for commercial and apartment properties).
14. Previous reports pertaining to the physical condition of property.
15. ADA survey and status of improvements implemented.
16. Current / pending litigation related to property condition.

Your timely compliance with this request is greatly appreciated.

Board of Trustees Workshop Agenda Memo

Date: November 09, 2018
Title: Christmas Parade Support
Section & Item: 9E
Department: Property Services: Recreation
Fiscal Impact: \$500
Contact: Dawn Myers, District Clerk or John W. Coffey, Community Manager
Attachments: N/A
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Consideration of Trustee Klosky's request for support of the annual BBRD Christmas parade

Background and Summary Information

Trustee Klosky requested this agenda item for the BOT to consider spending up to \$500 for the cost of the annual BBRD Christmas parade and festivities.

As in prior years, Trustee Klosky is requesting the same amount of support from BBRD and the BFBHOA. Trustee Klosky believes, as in years past, he will be able to stay under his budget and not expend all the funds contributed by both organizations. Sufficient budget exists in the Property Services: Recreation department to fund this request.

Staff recommends the BOT authorize BBRD to expend up to \$500 on Christmas parade and festivities as requested by Trustee Klosky.

Manager's Report



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

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

Memo To: Board of Trustees

From: John W. Coffey, Community Manager

Date: November 09, 2018

Subject: Manager's Report

Resident Relations

ARCC Update:

- October 30th – 34 cases are on the agenda (17 consent and 17 non-consent) with all being approved except one non-consent.
- November 13th – There are currently 21 cases (13 consent and 8 non-consent) scheduled for the meeting.

Violations Committee Update:

- October 26th – 22 cases were on the agenda, with 11 being found in violation, 9 coming into compliance prior to the meeting and two being continued.
- November 09th – 17 cases are scheduled.

Food and Beverage

- **Barefoot by the Lake update** – Tickets are on sale for the Beach Boys/Eagles tribute band concert on the Barefoot Bay festival grounds on February 15, 2019. Field seat tickets may be purchased in the BFBHOA office for \$10. Tickets are SOLD OUT for seats behind the Lounge. There will be open free seating available, however, if you want a guaranteed seat, Barefoot Bay residents can purchase tickets now. Our friends from the North, West and South who are not here yet, can call the BFBHOA office to reserve their tickets.
- **New Year's Eve Update** – Tickets for New Year's Eve seats for the Lounge and 19th Hole parties go on sale Saturday, November 24 @ 10am at the Lounge and 11am at the 19th Hole.
- **F&B Special Event: The Beatle Guys** – The tribute band will play BBRD on January 26, 2019 from 7-10pm in Building A. Tickets go on sale outside Building A from 10-

noon on December 1st. Tickets may be purchased in the Food & Beverage office after that date.

As always, flyers with all the details are posted.

Golf-Pro Shop

Projects Update

- Bunker sod replacement project is completed (daytime watering will continue until sod is established)
- Continuing drainage work along Hole #5

Tournaments (Please call pro shop 664-3174 for details)

- Christmas for Kids
 - November 17th 8:30am Shotgun
 - \$35 per player
 - Sign up began Oct 15
- Night Golf
 - December 7th 5pm start
 - Sign up begins November 19th

Thanksgiving Day Hours

- Pro Shop Closes at 2pm
- Last Cart out at 10am

Course Overseeding Reminder (May move few days due to weather)

- November 13th (Back nine and putting green will be closed)
- November 14th (Front nine and driving range will be closed)

Property Services

- Removed remaining pepper tree overgrowth along the canal on Barefoot Cir.
- Re-attached the escaping Swan in the lake
- Repaired broken valve in the men's room at D&E
- Trimmed the Oak trees and bottle brush trees along the Barefoot Blvd.
- Completed painting on Pool 1 deck
- Vendor poured the concrete pad at the west end of the Gunther bypass trail and staff sodded in damaged adjacent areas
- Expanded Golf cart parking and sodded damaged areas at Pool 1
- Repaired gates at the west RV storage facility
- Installed new television in the 19th hole
- Repaired damaged divider in the men's room 19th hole
- Repaired hole in the men's room 19th hole

General Information

December BOT meetings Reminder –Friday December 7th (1st Friday) is the only regularly scheduled meeting for the remainder of 2018.

Lounge Conceptual Design Follow-up Workshop – The second workshop where floorplans and renders will be reviewed is scheduled for Wednesday November 21st at 10am in Building D/E.

Second Annual Budget Kickoff Townhall Meeting – The public is invited to attend the townhall meeting which kicks-off the development of the FY20 Budget at 7pm Tues., Nov. 27th in Bldg. D/E.

Building A/Pool #1 Retaining Wall Assessment Study Update – Staff received the locations for the excavation of the exploratory pits from the engineers this week. The task has been placed in the work queue and is expected to be completed by mid-December.

Attorney's Report

Incidental Remarks from Trustees

Adjournment