

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

Friday, October 12, 2018

1:00 PM

1225 Barefoot Boulevard, Building D/E



BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting
Friday, October 12, 2018 at 1 P.M.
Building D&E

AGENDA

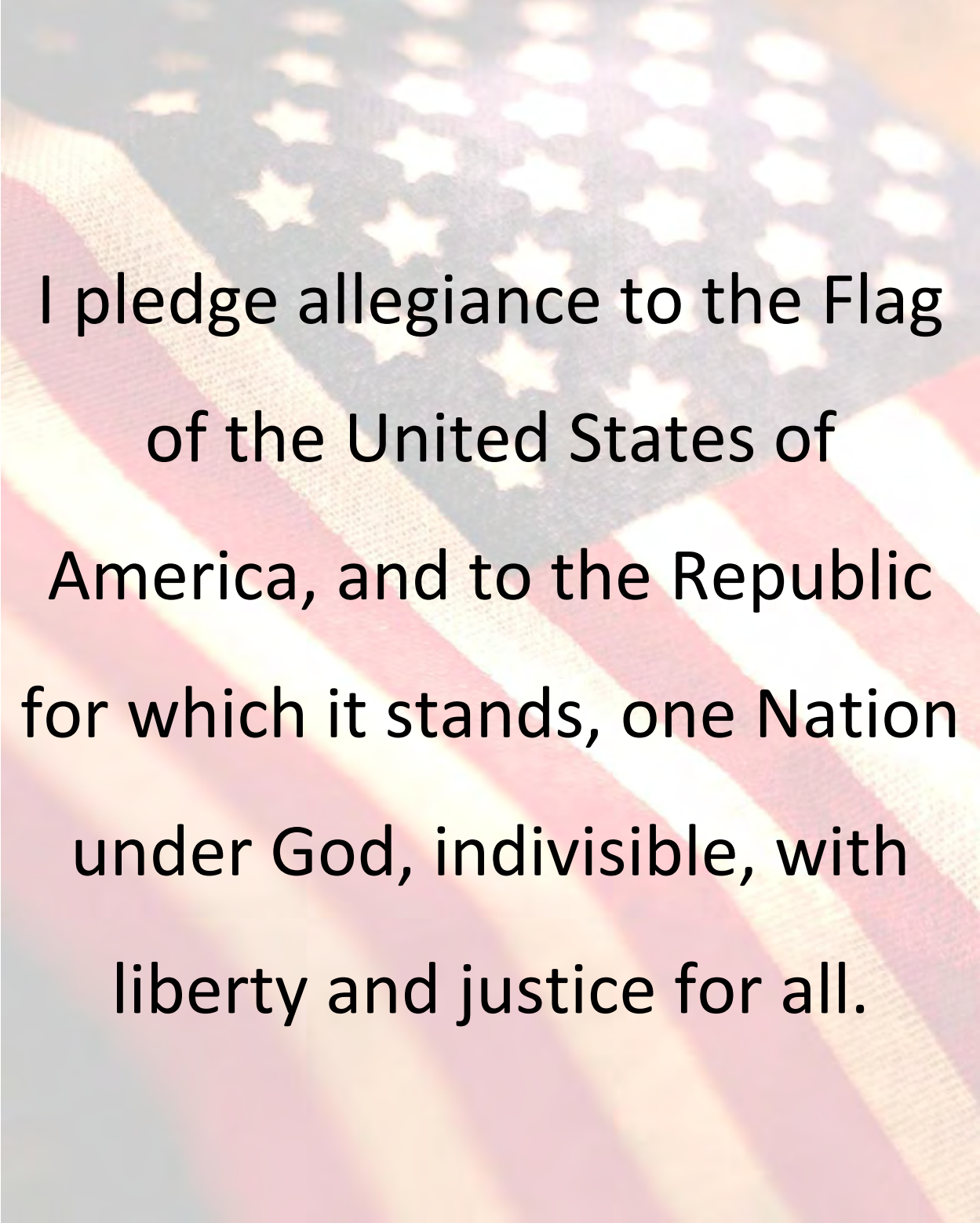
Please silence all electronic devices

1. Thought for the Day
2. Pledge of Allegiance to the Flag
3. Roll Call
4. Presentations and Proclamations
5. Approval of Minutes
6. Treasurer's Report
7. Audience Participation
8. Unfinished Business
9. New Business
 - A. Trustee Cavaliere Presentation: "Why pay as you go will not work"
 - B. Discussion of AIRBNB Short-Term Rentals
 - C. Non-Tipped Minimum Wage for Tipped Employees who Attend Mandatory Meetings
 - D. Handicap Rails in Building A Women's Restroom Non-Handicap Stalls
 - E. Paws Meals on Wheels Request
 - F. Revised Policy Manual
 - G. Revised Employee Handbook
 - H. 2019 Independence Week Fireworks Display
 - I. New Administration Building Furniture Procurement
 - J. Barefoot Realty Lease Revocation
 - K. Pool #3 Heater Replacement
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
September 14, 2018
1 P.M. – Building D&E**

Meeting Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on September 14, 2018 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Diana called the meeting to order at 1:00 P.M.

Thought for the Day

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

Pledge of Allegiance to the Flag

Led by Mr. Cavaliere.

Roll Call

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

Presentations

None brought forward

Minutes

Mr. Klosky made a motion to approve the minutes for August 28, 2018 as written. Second by Mr. Cavaliere carried unanimously.

Treasurer's Report

Mr. Cavaliere read the Treasurer's Report for September 14, 2018.

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

Audience comment On Agenda Items

Mr. Rich Schwatlow discussed his views on the proposed new meeting building behind the shopping center. He gave suggestions for the Lounge as a new meeting space or sports bar and renovating Building A into a "New Lounge".

Mr. Ed Keely suggested the Board think about 30-year financing for the new Lounge reconstruction explaining that the millennials will be moving in within 15 years and will pay for it as they are known to enjoy congregating in public spaces.

Ms. Jeanne Osborne asked the Board to slow down and think of options other than long term financing for the projects.



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Ms. Lisa O' Rourke asked for permission to annually set up outside of Building A to sell PRISM tickets for Sebastian High School on election day. Mr. Cavaliere asked General Counsel to research the guidelines for allowing groups access to the patio outside of Building A. Mr. Diana and Mr. Cavaliere asked to place the item on the next agenda for discussion.

Ms. Carol Joseph clarified to the previous speaker that the Board decided in the last meeting not to go forward with the referendum. She continued that the funds some residents are suggesting we use to pay for the projects in lieu of financing is not as readily available as many people believe. She named the various infrastructure issues around the community that need addressing which are quite costly to repair.

Ms. Nancy Eisele stated that she believed there was a capital improvement fund for the projects available.

Unfinished Business

Financing of Projects

Mr. Cavaliere discussed the options for moving forward with the projects now that the referendum has been opposed. He stated that he understood residents who claim the projects should be prioritized however, choosing what projects should be prioritized will always be a point of contention among the residents since every group wants "their" project completed.

Mr. Rich Schwatlow expressed ideas gathered from some of the residents regarding financing the projects such as pay as you go and short-term loan (3-5 years). He asked that the Board consider the diverse ideas that are being discussed by the residents in the community.

Mr. Steve Norton provided his opinion on his understanding of the complexity involved for the Board of Trustees to make proper financial decisions, he encouraged the residents to trust the Trustees to make the right choices. Mr. Norton commented on the shared amenities stating that they benefit all residents not just those that one prefers.

Ms. Louise Crouse addressed Mr. Cavaliere's statement about an alternate financing plan not being provided to the Board as she did provide a plan to the Trustees in writing. She stated that she refrained from emailing the plan to Mr. Cavaliere as he commented that he was not interested in her plan. She maintained that some projects can be bundled together and paid for with a short-term loan that could be paid for in three years using the \$700,000.

Mr. Ed Keely shared his dissatisfaction and impatience on the apparent difficulty the Board is having trying to decide how to prioritize and fund the proposed projects on the list. He stated that the Board should know how to prioritize the list.

Mr. Cavaliere made a motion to proceed with the projects on the list. Second by Mr. Klosky. Motion carried unanimously.

Lifting the Moratorium

Mr. Cavaliere stated that the moratorium was put in place due to issues of meeting space limitations. He has since spoken to residents who claim they do not need a room to meet but are concerned because they are not permitted to place notice of their clubs in the Peek at the Week or the LED sign since they are not a recognized club. He was not against lifting the moratorium on clubs that do not need rooms to meet. Mr. Diana mentioned that the new Administration building will have an extra meeting space available for the residents.



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Mr. Roger Compton, President of the HOA, advised the Board to address the concerns that put the moratorium in place to begin with aside from the space issue, namely the forming of clubs to make a profit.

Mr. Coffey stated that, in his opinion, there is not a space problem as much as a problem of residents waiting until the last minute to schedule rooms. Mr. Diana stated that he has no problem lifting the moratorium as long as a mechanism is in place to prevent profit making ventures.

Mr. Cavaliere made a motion to lift the moratorium on clubs. Second by Mr. Klosky. Motion carried unanimously.

Mr. Cavaliere made a motion to approve the pending club requests by consent agenda. Second by Mr. Klosky. Motion carried unanimously.

Violations Committee Member Re-appointment

Staff reported that Ms. Arlene Maguire's term has expired. Ms. Maguire has volunteered to continue serving on the committee. Staff recommends re-appointing Ms. Maguire to the Violations Committee for another term of three years.

Mr. Klosky made a motion to approve re-appointing Ms. Arlene Maguire on the Violations Committee for a 3-year term. Second by Mr. Cavaliere. Motion carried unanimously.

Re-organization of Support staff (budget, full-time status, and benefits) from Golf-Pro Shop to Administration: District Clerk and Resident Relations: Customer Service

Mr. Coffey informed the Board of the proposed reorganization in the office of the District Clerk and Resident Relations. The FY19 Budget was designed with the reorganization in mind. He explained that Resident Relations will require additional hours for the customer service clerks in the new Administration Building and the District Clerk will lose the assistance of a part time position currently shared by two receptionists when we transition to the new building. He recommended the Board approve the proposed reorganization and instruct staff to place the required budget amendment on the next available agenda.

Mr. Klosky made a motion to approve the proposed reorganization and instruct staff to place the required budget amendment on the next available agenda. Second by Mr. Cavaliere. Motion carried unanimously.

Golf Bunker Sod Installation

Mr. Coffey reported on the status of the bunker projects on the golf course. He informed the Board that Mr. Ernie Cruz, Golf Manager, began work on the bunker repairs which were originally scheduled for FY 2021. Mr. Cruz has completed the project and will now require ABM to come in to remove and install new sod around the bunkers. Staff recommended the Board approve the contract to ABM for \$28,800 for golf bunker sod installation in the amount of \$28,800.00 and authorize staff to execute the required budget transfer from contingency via the Exception to Competition clause in the BBRD Policy Manual.

Mr. Cavaliere made a motion to award the contract for golf bunker sod installation in the amount of \$28,800.00 to ABM and authorize staff to execute the required budget transfer from contingency. Second by Mr. Klosky. Motion carried unanimously.

FY19 Liability and Workers Compensation Insurance Renewal

Mr. Coffey reported that the FY19 Liability and Workers Compensation renewal reflects an increase in coverage due to the results of the standard property assessment while showing savings in the worker's



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compensation premiums. He recommended approval of the FY19 liability and workers compensation insurance renewal premium to Florida Municipal Insurance Trust in the amount of \$188,587.00.

Mr. Klosky made a motion to award contract for the FY19 liability and workers compensation insurance to Florida Municipal Insurance Trust in the amount of \$188,587.00 and instruct staff to place a budget amendment to reallocate the surplus workers compensation budget from various departments into the Liability Insurance line-item within the Administration Department: District Clerk Sub-department line item at the next available BOT meeting. Second by Mr. Cavaliere. Motion carried unanimously.

Web-based Agenda System (FY19)

Due to the cumbersome process of preparing agenda packages via Adobe binders, Mr. Coffey informed the Board that staff solicited several quotes from a web-based agenda preparation vendor. The web-based system is custom designed to reflect the community's standard agenda format while simultaneously expediting and simplifying the process for everyone involved. Staff recommended awarding the contract to Civics Plus.

Mr. Cavaliere made a motion to award the contract for FY19 to CivicPlus for an annual subscription to a web-based agenda process and archival system. Second by Mr. Klosky. Motion carried unanimously.

New Administration Building Cabling for Telephone/Data System

Mr. Coffey presented the staff solicited proposals regarding the contract for telephone and cabling installation in the New Administration Building. Staff solicited four quotes and recommended award of contract to NCS for \$18,350.00.

Mr. Cavaliere made a motion to award contract for telephone/data cabling installation in the New Administration Building to NCS in the amount of \$18,350.00 and instruct staff to place a budget amendment on the next available agenda to increase the project budget correspondingly with use of Fund Balance. Second by Mr. Klosky. Motion carried unanimously.

Attorney's Report

General Counsel Repperger opined on the issue of the number of political signs permitted in Barefoot Bay resident yards. He stated that the regulation for political signs does not apply in Barefoot Bay and advised that the Board can take whatever action they deem appropriate regarding limiting the amount of signs allowed in resident yards.

Incidental Trustee Remarks

Mr. Klosky had no remarks.

Mr. Cavaliere had no remarks.

Mr. Diana wished the residents of North Carolina in the path of the impending hurricane safe refuge. He requested Mr. Coffey ensure that Food and Beverage correct any issues in that department

Adjournment

Mr. Cavaliere made a motion to adjourn. The next meeting will be on Tuesday, September 24, 2018 at 7PM in Building D/E. Meeting adjourned 2:20PM.

Joseph Klosky, Secretary

Dawn Myers, District Clerk



BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Regular Meeting
September 25, 2018
7 P.M. – Building D&E**

Meeting Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on September 25, 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. Wheaton.

Roll Call

Present: Mr. Lavier, Mr. Diana, Mr. Wheaton, Mr. Klosky and Mr. Cavaliere. Also present: Dawn Myers, Acting Community Manager, Cliff Repperger, General Counsel and Rich Armington, Resident Relations Manager and Acting District Clerk.

Presentations

None brought forward

Minutes

Minutes will be approved at the next meeting due to the short turnaround between the last meeting and tonight's meeting.

Treasurer's Report

Mr. Cavaliere read the Treasurer's Report for September 25, 2018.

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

Audience comment On Agenda Items

Mr. Rich Schwatlow commented on the benefits of a larger meeting building as opposed to another bar. He encouraged the Trustees to think about what is best for the Bay. Mr. Schwatlow congratulated the Board on their hard work trying to make the best decisions for the community.

Mr. Rick Berndsen defended his position on the preliminary budget he proposed to Mr. Cavaliere. He maintained that contrary to what Mr. Cavaliere stated, he does care about other projects besides the Lounge. He discussed his ideas about short term loans that could facilitate prioritized projects within 5 years.



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Mr. Rich Armington thanked the Board for voting to contribute a little more to employee benefits. He informed them that the employees were thrilled to know that their benefits had almost no increase this year.

Unfinished Business

Financing of Projects: Steps #1, #2 & #3

At the September 14th meeting, the Board passed a motion to “proceed” on the list of projects but did not address the decision on scope of work for the Lounge expansion, acquisition of a new RoM cost estimate for the Lounge project, and an acquisition of a refined RoM cost estimate for the New Building behind the Shopping Center.

Mr. Dick LaPage questioned the Board about how the projects will be financed now that the question will not be on the referendum and how much money does the District actually have on hand to fund the projects. Mr. Cavaliere discussed the amount of \$700,000 that the District has each year since the debt service fund is now paid off. He reiterated his position on borrowing money is because he would rather fund projects for the majority of the community rather than for just a few groups. Discussion ensued about financing projects compared to paying per project with the money held in reserve.

Ms. Jeanne Osborne spoke on a statement made by the Trustees about the Bay changing due to new residents moving in. She asked for clarification on where these new residents’ homes are since we have limited number of properties in the Bay. Mr. Cavaliere stated that there are not necessarily a significant number of new residents coming in but more residents that want to use the amenities. They discussed the purpose for the new building proposal behind the shopping center. Mr. Cavaliere explained that he sees the building for meeting space and banquet dining.

Mr. Rich Schwatlow expanded on the topic of new residents, stating that the snowbirds are here all year and new families moving in have more people living with them, ultimately more people are using the facilities.

Mr. Diana suggested tabling this topic until the next meeting since there is not enough information yet to make a decision. Mr. Wheaton stated that he is in favor of renovating the existing building and the rest of the Board wanted a scrape and rebuild estimate. Mr. Cavaliere stated that the Board is waiting on the results from a scrap and rebuild estimate and a renovation of the existing building estimate.

The Board discussed a preliminary design for the proposed building behind the shopping center.

Mr. Diana made a motion to move forward with a refined RoM for the new building (based on a food preparation area and a larger room that can be divided into four smaller rooms). Second by Mr. Cavaliere. Mr. Wheaton opposed. Motion passed 4-1.

Mr. Cavaliere made a motion to continue items 1 and 2 until the next meeting and find out the status on the RoM for the scrape and rebuild and the renovation of the Lounge. Second by Mr. Klosky. Mr. Wheaton opposed. Motion passed 4-1.

Mr. Wheaton stated that he is voting against this topic because he does not see a necessity for the proposed building when there are plans for a similar expansion in the Lounge.

New Business

Sebastian High Fundraiser Request



BAREFOOT BAY RECREATION DISTRICT

Ms. Lisa O' Rourke asked for permission to set up outside of Building A to sell PRISM tickets annually for Sebastian High School on election day.

Mr. Diana made a motion to allow Sebastian High School to sell PRISM tickets on election day in the Building A courtyard. Second by Mr. Wheaton. Motion carried unanimously.

Mr. Cavaliere made a motion to extend permission to Sebastian High School to annually sell PRISM tickets on election day in the Building A courtyard. Second by Mr. Diana. Motion carried unanimously.

New Administration Building Telephone System

The New Administration Building's construction contract with Reynolds Construction does not include installation of the data cabling, telephone systems or security systems. Staff solicited multiple bids for a telephone system installation.

\$13,992.17 SCS

\$13,699.88 Hunter Communications

\$11,440.85 Omni Telecommunications

\$7,468.06 RV Communications

Staff recommended the approval of the bid from Hunter Communications who previously installed the original telephone system in the Old Administration Building.

Mr. Cavaliere made a motion to award contract for telephone phone system installation in the New Administration Building to Hunter Communications in the amount of \$13,699.88 and instruct staff to place a budget amendment on the next available agenda to increase the project budget correspondingly with use of Fund Balance. Second by Mr. Diana. Motion carried unanimously.

Deck the Halls Request for Direct Payment of FY19 Funds

Mr. Coffey presented an e-mail request from Ms. Betsy Davis, President of the Deck the Halls Christmas Decoration Club, requesting a direct payment of \$7,500.00 for FY19 purchases of Christmas decorations. The Board adopted the FY19 Budget with a \$10,000 budget for Christmas decorations in the R&M/Capital Department. Due to the number and size of decorations planned for purchase by the Deck the Halls Club, staff recommended reserving the remaining \$2,500 for the anticipated need for additional storage.

Mr. Wheaton was not in favor of more sheds for storage due to the limited space for additional sheds behind Building A. Mr. Klosky stated that he will support the payment but asked for receipts for the purchases. Mr. Diana suggested building a metal shed for additional decorations in the future. Mr. Cavaliere agreed that a storage building is needed and a section of the Bay should be sought out and investigated to place the new storage building.

Mr. Cavaliere made a motion to authorize payout of the \$7,500.00 requested by Deck the Halls and reserve the remaining \$2,500.00 in contingency for future storage needs. Second by Mr. Diana. Motion carried unanimously.

Manager's Report

Finance

- Staff recently auctioned off four tractors on the online auction website www.govdeals.com for a total of \$6,955.00.



BAREFOOT BAY RECREATION DISTRICT

Resident Relations

- On Sept 18th the ARCC saw four old business cases, tabled one, gave consent to twelve ,7 “other” and 1 denied
- On Oct 2nd the ARCC gave eleven consent and eleven deemed “other”.
- The Violations Committee will meet on Sept 28th to review fifteen cases.
- In the month of September Resident Relations processed twenty-six new homeowners. Welcome!

Food & Beverage

- Our annual Halloween Party takes place in the Lounge on Saturday, October 27th from 6-10 p.m. Prizes for best costumes, Crystal Head Vodka raffle and great music by The Kore.

Golf

Projects

- Bunker Project awaiting sod
- Hole 16 Restroom Renovation in progress
- New hedge installed behind Hole # 13

ABM Internet is down

- 1 inch of rain in the past 48 hours
- Herbicide has been sprayed on Friday for Goose Grass and Sedge
- Lake banks were cut today 9/25/18
- Cart part edging is in progress
- Dead tree has been removed from Hole # 7
- Ammonium sulfate sprayed on front nine today 9/25 back nine tomorrow

Property Services

- Installed new drywall in the men’s room on the 16th tee project
- Removed pepper tree from the drainage canal near the four way stop
- Began to pressure wash and repaint the deck at Pool 1
- Addressed all current DOR grass violations
- Began repairs to the washout behind the tennis courts
- Papico Construction is on site beginning the installation of the new pickleball courts
- Installed new A/C unit in the old Dr’s office and made all necessary repairs for the new tenant
- Installed new LED security lighting at the shopping center alley (between 2002 and the florist)
- Expanded parking for the softball field

Attorney’s Report

General Counsel Repperger informed the Board that the County is doing the final adoption on the ordinance defining term limits in Barefoot Bay on Oct 9th at 5pm if anyone is interested in attending.



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Incidental Trustee Remarks

Mr. Diana discussed his ongoing plan to try and eliminate the AIRBNB short term and overnight rentals in Barefoot Bay. He stated that he is in talks with General Counsel Repperger about the Bay's legal rights and will follow up with new information at future meetings.

Mr. Wheaton had no remarks at this time.

Mr. Klosky had no remarks at this time.

Mr. Cavaliere discussed the vicious comments and online battles currently on Facebook during this election season. He cautioned residents about their comments on public social media as people outside of the Bay are seeing these online conflicts and getting the wrong impression about our community. He encouraged those people who use social media to do so with some level of respect and decorum so as not to bring disparaging, negative attention to the Bay.

Mr. Lavier apologized for missing the last BOT meeting as his family came down with an illness. He thanked Mr. Diana for filling in for him on the Board.

Adjournment

Mr. Cavaliere made a motion to adjourn.

The next meeting will be on Friday, October 12, 2018 at 1PM in Building D/E.

Meeting adjourned 8:04PM.

Joseph Klosky, Secretary

Dawn Myers, District Clerk

Treasurer's Report

Barefoot Bay Recreation District

Treasurer's Report

October 12, 2018

Cash Balances in General Fund as of 10/4/18

Petty Cash

Total Petty Cash: \$ 2,000.00

Operating Cash in Banks

MB&T Operating Account

1,495,435.93

Total Operating Accounts: 1,495,435.93

Interest Bearing Accounts

BOA Money Market Account

105,666.04

SBA Reserve Account

567,883.33

Total Interest Bearing Accounts 673,549.37

Total Cash Balances in General Fund:

\$ 2,170,985.30

Total Daily Deposits and Assessments Received for 9/19 - 10/4/2018:

Daily deposits:

\$ 148,236.22

Assessments received (from County only):

-

Total Deposits Received **\$ 148,236.22**

Expenditures over \$5,000 for 9/19 - 10/4/2018:

Check Number	Vendor	Description	Check Amount
51203	ABM Landscape & Turf Services	September Maint. - Golf, Softball & Lawn Bowling	38,691.16
51209	Board of County Commissioners	Case 17CE-02059- Inv 559446 & 518234 - 637 Hyacinth Cir.	5,150.00
51218	Florida Municipal Insurance	Installment #1, FY19 Liability Insurance	47,144.50
51224	Home Depot Credit Services	Material and Air Compressor	5,028.17
51230	Melbourne Roofing and Repairs	Roof Replacements - Chemical, Hole #16, and Hole #6 Buildings	5,563.00
51237	Special District Services, Inc	August & September	25,435.43
51242	US FoodService, Inc.	Food and Paper Supplies	5,153.36
51262	Florida Power & Light Co	Electricity - September	7,170.60
51266	Health First Health Plans	Employee Health Ins. - October	16,432.85
51272	Rossway Swan et. al.	Legal - Septmber	10,601.15
51275	Special District Services, Inc	FY19 Tax Roll Generation	5,000.00
	Paychex	Net Payroll for the period ending 9/30/18	52,560.37
	US Treasury	Payroll Tax for the period encing 9/30/18	15,061.22
	Paychex	Net Payroll for the period ending 9/16/18	55,377.57
	US Treasury	Payroll Tax for the period encing 9/16/19	15,824.72

Total Expenditures over \$5,000 **\$ 310,194.10**

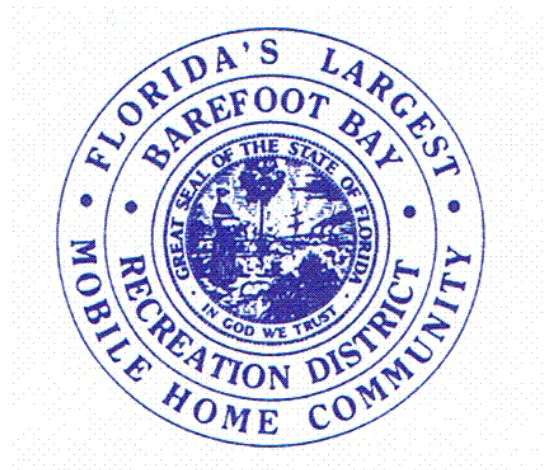
Audience Participation

Unfinished Business

New Business

Board of Trustees Meeting Agenda Memo

Date: October 12, 2018
Title: Trustee Cavaliere
Presentation: "Why pay as you will not work"
Section & Item: 9A
Department: R&M/Capital
Fiscal Impact: N/A
Contact: Frank Cavaliere, Trustee
Attachments: Presentation and detailed text
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Discussion only.

Background and Summary Information

Trustee Cavaliere requested this topic be placed on the agenda.



Pay As You Go Financing

WHY IT WON'T WORK

By Trustee Frank Cavaliere

Exploration

- ▶ After months of being told “we should prioritize our list of projects and pay as we go” and not receiving any kind of written plan to do this, I have taken it upon myself to gain some perspective on this plan.
- ▶ This presentation assumes that nothing significant comes up that will cause us to interrupt this plan and steer the money elsewhere. What are the chances of that happening?

Pay As You Go: A Timeline

- ▶ FY 2019 we will need the entire \$700,000.00 to pay for the new Administration building. So nothing new will begin before FY 2020.
- ▶ FY 2020 if we are fiscally responsible we will address the maintenance list before projects. We have 1.3 million dollars on that list. Add 500K for the irrigation system maintenance on the golf course and the list increases to 2 million dollars of maintenance projects. At 700K per year that will take 3 years.
- ▶ FY 2023 what project is next? In my opinion, it should be the new building behind the shopping center. Why? Benefits more people; relieves pressure on rentals of other buildings; it can be built anytime of the year.

**Presently we have budgeted 2.5 million dollars for this project. What will the new price be in 2023? This is unknown but given our history I would say probably close to 3.5 million including interest on short term debt. It will take 6 years to finish paying this off.*

By Trustee Frank Cavaliere

Pay As You Go: A Timeline (cont.)

- ▶ FY 2029 we are ready to address the Lounge. Ten years ago we budgeted 1.5 million dollars for this. No side projects were completed such as moving the pump house, addressing the pavers, or converting Pool 1 to salt water because they are intertwined with the Lounge. Current construction costs for this project is about 3 million dollars. Including interest this should take 6 years to pay off.
- ▶ FY 2035 how many of us are still alive to remember why we chose this pay as you go plan? Almost 20 years have passed. Projects still incomplete; restrooms at the beach; upgrades to Pro Shop; Building D&E and the 19th Hole.

**20 years ago 350K was budgeted to upgrade the kitchen in the 19th Hole how far has this building deteriorated? What are current costs to upgrade? The Pro Shop has probably fallen down. We patched things together until there was no choice except to address this complex. It does not meet today's codes so we will have to rebuild it. 20 years ago that was 3 million for a much bigger building but I'm willing to bet replacing the same size building plus Pro Shop is still 3 million dollars. Another 7 years to pay for this.*

By Trustee Frank Cavaliere

Pay As You Go: A Timeline (cont.)

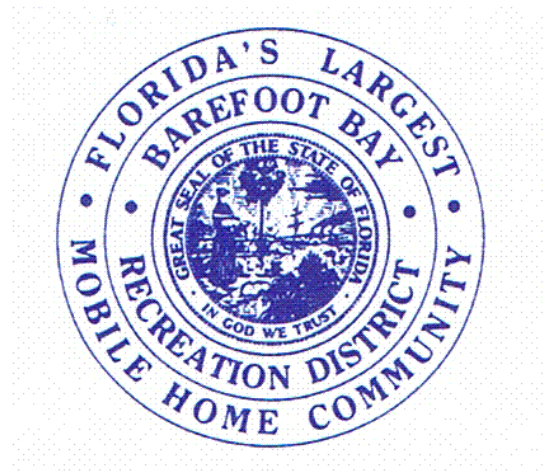
- ▶ FY 2043 not many of us left but we're still paying as we go. We're finally going to build the restrooms at the beach and do all the other upgrades we promised to do back in 2018. At today's cost, if we can install septic this close to the ocean, it will be over a million dollars. Without financing this will take 2 more years to pay for.
- ▶ FY 2046 we can address the beach and the ABM building. It has taken almost 30 years to complete our list but it's almost over.

Synopsis

- ▶ Pay as you go will not work and won't save any money. There is not a plan for unexpected expenses such as the sewer lines, the storm drains and things we can't foresee that are just waiting to break.
- ▶ When we have to invest a million or more in those "unexpected" expenses where is the money going to come from? How long will the project list be put off because there is not a plan for the future?
- ▶ By taking the time to consider this plan, I am more convinced than ever that a 30-Year Bond is the fairest way to address the needs of the Bay.
- ▶ The only alternative would be to institute special assessments. Most homeowners can absorb that in their budgets but what about the folks that can't?

Board of Trustees Meeting Agenda Memo

Date: October 12, 2018
Title: Discussion of AIRBNB Short-Term Rentals
Section & Item: 9B
Department: Resident Relations: Customer Service
Fiscal Impact: TBD
Contact: Steve Diana, Trustee
Attachments: N/A
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, Community Manager



Requested Action by BOT

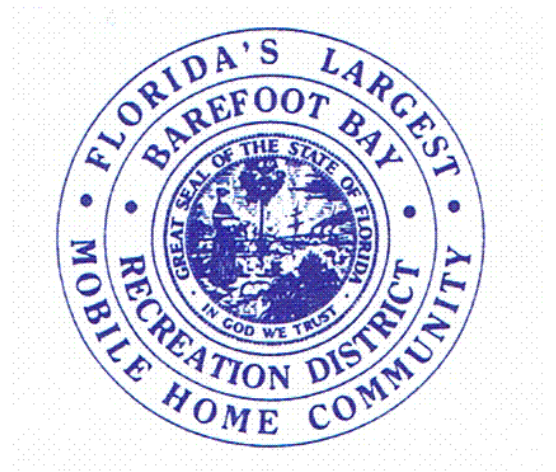
Discussion and direction to staff

Background and Summary Information

Trustee Diana requested this topic be placed on the agenda.

Board of Trustees Meeting Agenda Memo

Date: October 12, 2018
Title: Non-Tipped Minimum Wage for Tipped Employees who Attend Mandatory Meetings
Section & Item: 9C
Department: Food & Beverage
Fiscal Impact: TBD
Contact: Steve Diana, Trustee
Attachments: N/A
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Discussion and direction to staff

Background and Summary Information

Trustee Diana requested this topic be placed on the agenda.

The reader should note the following facts:

Per Florida State law, 2018 tipped minimum wage is \$5.23 (\$3.02 less than non-tipped minimum, wage) and non-tipped minimum wage is \$8.25. BBRD tipped employees enjoy the following benefits not normally provided in similar private sector hospitality industry jobs:

- Full-time Tipped Employees
 - 82.5% paid employee health insurance premiums
 - 75% paid employee dental insurance premiums
 - 100% group life and AD&D Insurance
 - Vacation and sick leave
 - Holiday pay
 - Administrative pay (32 hours maximum) per each emergency closure event
 - 3% maximum matching retirement 401(A) contributions
- Part-time Tipped Employees
 - Vacation leave
 - Holiday pay
 - Administrative pay (32 hours maximum) per each emergency closure event

Food and Beverage tipped employees are scheduled for the following number and type of mandatory meetings per year. Each one of the meetings is one hour in length.

- Three (3) DBPR Alcohol Trainings
- Four (4) bartender/server staff meetings
- Four (4) full staff meetings

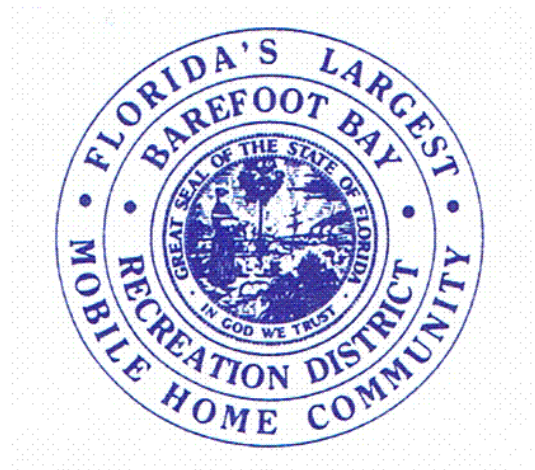
This year BBRD is conducting 2 service training meetings each at 1.5 hours in length. A total of 14 hours per year is designated for tipped employee mandatory meetings.

Staff are not required to attend if they have planned vacation time off. Staff who attend are working their regularly scheduled work week which includes earning tips. The meeting hours reported above does not include time in meetings designated for other organizational trainings/meetings.

Staff requests direction regarding this matter.

Board of Trustees Meeting Agenda Memo

Date: October 12, 2018
Title: Handicap Rails in Building A
Women's Restroom Non-Handicap Stalls
Section & Item: 9D
Department: Property Services: Buildings
Fiscal Impact: Approximately \$500
Contact: Steve Diana, Trustee
Attachments: N/A
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Discussion and direction to staff

Background and Summary Information

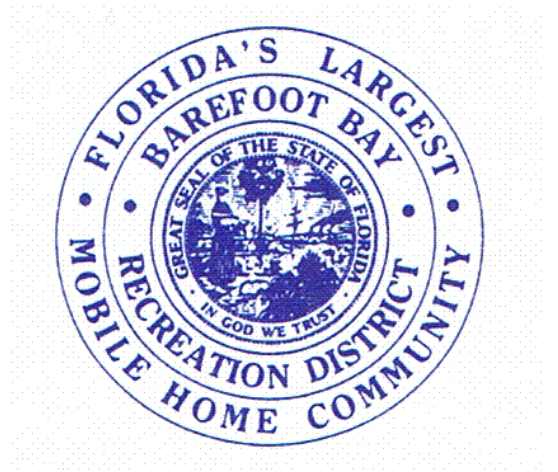
Trustee Diana requested this topic be placed on the agenda.

Specifically, he requests that staff install one handicap railing in each of the 10 non-handicap stalls.

Staff requests direction from the BOT regarding this matter.

Board of Trustees Meeting Agenda Memo

Date: October 12, 2018
Title: Paws Meals on Wheels Request
Section & Item: 9E
Department: Office of the District Clerk
Fiscal Impact: N/A
Contact: Dawn Myers, District Clerk; or John W. Coffey, Community Manager
Attachments: Request letter from For the Love of Paws Senior Pet Sanctuary, Inc.
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Review and direction to staff

Background and Summary Information

On October 1, 2018, the attached letter from Ted Pankiewicz, Director of Love of Paws, was received by BBRD. The organization is seeking permission to come to BBRD once a month to distribute free pet food to specific disadvantaged or vulnerable populations.

Staff requests direction from the BOT regarding this matter.



For The Love Of Paws Senior Pet Sanctuary Inc
PAWS MEALS ON WHEELS
12198 County Road 512, Fellsmere, Florida 32948
info@pawspetsanctuary.org
772-539-2417



Barefoot Bay HOA
935 Barefoot Bay Blvd
Sebastian, FL 32976

1 October 2018

For The Love Of Paws (DBA Paws Meals On Wheels) is a 501(c)3 Non Profit Charity recognized by the Internal Revenue Service as a Tax Deductible Charity (47-3051354) and license by the State of Florida Dept of Consumer Affairs (CH#41353).

Our Mission Statement is to Provide Peace of Mind to Senior Citizens who can no longer care for their pets, due to being placed into Hospice, Memory Care, Assisted Living or are Temporary undergoing medical issues which prevents them from caring for their pets. We additionally operate a Paws Meals on Wheels Program and currently supply 5000+ pounds of Pet Food monthly to People in need with pets.

We operate our Paws Meals on Wheels Pet Food Pantry out of a 2000 sq foot facility, located at 12198 County Road 512 in Fellsmere, Florida and service the tri county area.

We would like to offer our service, as a once a month Pet Food distribution to residents of Barefoot Bay who are in need of help in feeding their pets which in turn helps provide for themselves.

We propose for a one day a month, preferably a Weekend morning or a day of your choosing at a specific time to distribute pet food. We have enclosed our Pet Food Assistance application which provides for Senior Citizens on Social Security, The Disabled, Veterans, Those on SSI, Unemployed, Those on SNAP (Food Stamps) Those on subsidized housing, Medicare and Medicaid recipients.

Our Organization already has a number of volunteers residing within Barefoot Bay and would be able to start immediately upon your approval.

For The Love Of Paws was established in 2014 in Memory of Jessica Pankiewicz who at the age of 32 passed away unexpectedly from complications of an autoimmune disease called "Devic's). Our Efforts are in HER MEMORY!

We are members of the Sebastian River Chamber of Commerce, Partner Agency with the Treasure Coast Food Bank, Associate Member of the Indian River County Veterans Council and have been recognized by numerous social organizations and featured in numerous media publications.

BECAUSE EVERYONE IN THE FAMILY MATTERS

Respectfull,

Ted Pankiewicz
Director
Love of Paws

Linda Goldsmith
803 Oleander Cir
631 987 0032



For The Love Of Paws Senior Pet Sanctuary Inc
PAWS MEALS ON WHEELS
12198 County Road 512, Fellsmere, Florida 32948
info@pawspetsanctuary.org
772-539-2417



PET FOOD ASSISTANCE APPLICATION

For The Love Of Paws Senior Pet Sanctuary Inc is dedicated to providing Pet Food for those in need in the hope that you can continue to provide a home for your pet instead of surrendering them to a shelter or pound for lack of resources and to enable especially Senior Citizens to provide for themselves and Pet.

APPLICANT INFORMATION (Identification Required)

First Name: _____ Last Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Work/Cell Phone: (____) _____ Home Phone: (____) _____

Email: _____

By providing your email address, you are also giving us permission to add you to our organizations master email list. These lists are for our use only and are never sold or given away!

In Order to receive Pet Food Assistance you MUST PROVIDE PROOF OF:

() Senior Citizen Social Security () Disabled () Veteran () Medicare () Medicaid () Unemployed

() Food Stamps Snap () Government Housing Section 8 () Below USDA Poverty Level

If None of the Above: Why are you asking for assistance: _____

Number of Pets: Dogs () Cats () Other _____

- Are your Pets Spayed or Neutered () Yes () No
- If Not, will you have them Spayed/Neutered if we could financially help? Yes () No ()
- I further agree that I will not Breed or use my Pet(s) to Breed.

This agreement releases For The Love Of Paws Senior Pet Sanctuary Inc DBA Paws Pet Food Pantry hereinafter referred to as Paws Pet Food Pantry from all liability relating to injuries that may occur by me participating in or obtaining Pet Food from Paws Pet Food Pantry. By signing this agreement, I agree to hold Love Of Paws, Paws Meals on Wheels entirely free from any liability, including financial responsibility for injuries or loss incurred by me or my Pet(s). I further understand and agree that the Pet Food provided is not to be distributed to anyone else or their pets and is exclusively given to me for my pet(s).

By signing below I forfeit all right to bring a law suit against Paws Meals On Wheels, Paws Pet Food Pantry and For The Love Of Paws Senior Pet Sanctuary Inc., for any reason. In return, I will receive Pet Food for my Pet(s).

I, _____, (Initial) fully understand and agree to the above terms.

Signature of Applicant: _____ Date: _____

Printed Name of Applicant: _____

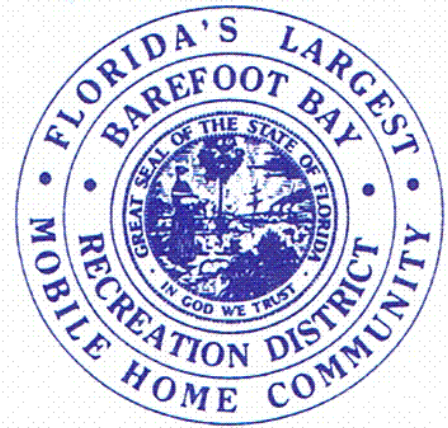
For The Love Of Paws Senior Pet Sanctuary Inc: Approved () Not Approved () By: _____

Comments: _____

Card issued: Date: _____

Board of Trustees Meeting Agenda Memo

Date: October 12, 2018
Title: Revised Policy Manual
Section & Item: 9F
Department: Office of District Clerk
Fiscal Impact: N/A
Contact: John W. Coffey, Community Manager or appropriate department manager
Attachments: Resolution and Policy Manual with strike-through and underline formatting
Reviewed by
General Counsel: Yes
Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Review of proposed changes and adopting of authorizing resolution.

Background and Summary Information

Following the bi-annual comprehensive review of the Policy Manual, the BOT reviewed the following staff recommendation at the September 13th workshop:

Part Two General Financial Policies

- 2.12 Bank Account, Investment Policy section: Clarification of current BBRD investment procedures
- 2:13 Procurement Policy, Use of (Pre-Paid) Credit Card Section: Elimination of reference of pre-paid credit card usage and addition of reference to credit card usage/limits (currently silent on use of credit accounts)
- 2.13 Procurement Policy, Change orders or amendments section: addition of clause authorizing the Community Manager to approve change orders that exceed 10% when waiting for the next BOT meeting would substantially delay a project.

Part Three General Rules Applicable to District Facilities

- General Rules section, #22: Removal of old page reference
- Identification Badges and Attire section: Change word “dress” to “attire” in title
- Identification Badges and Attire section, #2: changed language requiring “wearing badges” to “wearing upon request...”
- Identification Badges and Attire section, #2: Insert one-year limit to expired badge clause
- Identification Badges and Attire section: Added new #4 section prohibiting vulgar and/or offensive language and/or images on clothing in District facilities
- 3.1 Membership section, Golf Membership sub-section: simplified “family membership” definition and deleted “Child membership” reference
- 3.1 Membership section, Golf Membership sub-section, Changes of Golf Membership sub-sub-section: Added limitation on frequency of medical related membership refund and added prohibition from switching between membership types within a fiscal year
- 3.2 Rules for Specific District Facilities section, Use of Buildings or Amenities sub-section, #1: Added the term “amenities” and clarified official who can grant exceptions.
- 3.2 Rules for Specific District Facilities section, Swimming Pools sub-section: Added new #2, requiring residents, guests and visitors to follow the instructions of the Pool Host.

- 3.2 Rules for Specific District Facilities section, Swimming Pools sub-section: Revised old #24 (new #25) clarifying pool usage in the event of lightning or other threatening weather
- 3.2 Rules for Specific District Facilities section, Tennis Courts sub-section: Added reference to Pickle ball.
- 3.2 Rules for Specific District Facilities section, Golf sub-section: Revised #1 clarifying consequences of failure to follow course rules and/or the direction of staff.
- 3.2 Rules for Specific District Facilities section, Golf sub-section: Deletion of #21.
- 3.2 Rules for Specific District Facilities section, Temporary Parking sub-section: Elimination of reference to boat/trailers and trucks/RV's parking at Falcon Drive.
- 3.3 Fee Schedule section, Fees Applicable to Renters/Tenants sub-section: (Per Trustee Diana's request to address Airbnb leasees obtaining renter's badges) added sentence requiring renters or tenants with a lease of less than 30 days from obtaining a renter's badge and requiring a guest pass to be purchased for them.
- 3.3 Fee Schedule section, Badges sub-section: Added "upon request" clause to the requirement for residents and guests to display their badges.
- 3.3 Fee Schedule section, Badges sub-section: (Per Trustee Diana's request to address AIRBNB leasees obtaining renter's badges) Added new #1 stating valid badge holders must be present when purchasing guest passes or the fees are doubled.

After the workshop, General Counsel Repperger reviewed the language and did not identify any problems. The BOT may consider further tweaks to language concerning short-term rental (i.e. AIRBNB).

Staff recommends the BOT adopt the accompanying Resolution approving the revised Policy Manual Language.

RESOLUTION 2018-

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT 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

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

WHEREAS, the Barefoot Bay Recreation District Board of Trustees has discussed suggested comprehensive revisions to the above referenced document, as amended through December 08, 2017, Resolution 2017-19, at a public workshop on September 13, 2017; and

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

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

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

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

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

Section 3. Conflict with other Provisions.

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

Section 4. Effective Date.

This Resolution shall become effective on October 22, 2018.

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 Frank Cavaliere	_____
Trustee Joseph Klosky	_____

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted this 12th day of October 2018.

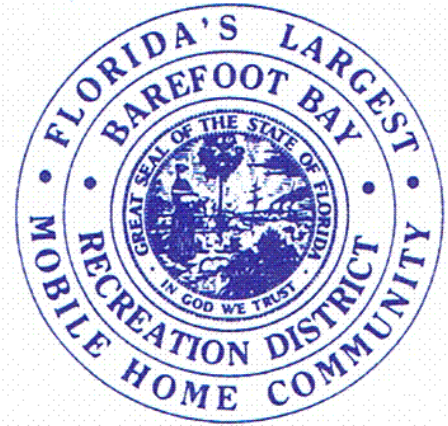
BAREFOOT BAY RECREATION DISTRICT

By: _____
BRIAN LAVIER
CHAIRMAN

Attest: _____
JOSEPH KLOSKY
SECRETARY

Board of Trustees Meeting Agenda Memo

Date: October 12, 2018
Title: Revised Employee Handbook
Section & Item: 9G
Department: Administration: Office of District Clerk
Fiscal Impact: N/A
Contact: John W. Coffey, Community Manager or appropriate department manager
Attachments: Employee Handbook with strike-through and underline formatting
Reviewed by
General Counsel: Yes
Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Review and adoption of proposed changes.

Background and Summary Information

Following staff's bi-annual comprehensive review of the Employee Handbook, the BOT reviewed the following recommended changes at the September 13, 2018 BOT workshop:

- Working and Compensation section, Recording hours worked sub-section: Addition of reference to "approval of bi-weekly payroll submittals"
- Working and Compensation section, Holidays sub-section: revised to add clarity. No substantial changes proposed.
- Working and Compensation section, Maintaining your personnel records sub-section: Changed "HR Department" to "Resident Relations Office"
- Working and Compensation section, Personnel Files sub-section: Codified current practice of notifying an employee when a record is viewed or copied from his/her employment file.
- Working and Compensation section, Recognition Policy Files sub-section: Codified recently BOT approved "Innovation, extraordinary service and/or innovation award program."
- Standards and Expectations for Workplace and Safety section, Emergency Operations Policy sub-section: correction of a mis-spelled word
- Standards and Expectations for Workplace and Safety section, Appearance and attire sub-section: Added clarifying language to appearance standards.
- Benefits Section, Vacation time sub-section: Rewording of section for clarity, adjusting start date of accrual and modification of accrual period (to ease administrative process). No substantive changes are proposed to the amount of time an employee can accrue.
- Benefits Section, Vacation time sub-section: Rewording of section for clarity, adjusting start date of accrual and modification of accrual period (to ease administrative process). No substantive changes are proposed to the amount of time an employee can accrue.
- Benefits Section, Vacation time sub-section: Clarification that Department Managers are responsible for determining if sick leave is properly used.
- Acknowledgement of Receipt of Employee Handbook section: Elimination of requirement that an employee must return his/her copy of the document upon separation (a practice that is not currently enforced).

After the workshop, General Counsel Repperger reviewed the language and did not identify any problems. Staff recommends the BOT adopt the revised Employee Handbook as attached.

Barefoot Bay Recreation District Employee Handbook

Version ~~65~~ approved—presented to the Board of Trustees on
~~09Sep16~~ 13Sep18



Original Approved December 11, 2009

Amended by Resolutions 2010-23 and 2012-02

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WELCOME TO BAREFOOT BAY RECREATION DISTRICT

Welcome to the Barefoot Bay Recreation District (the “District”). The purpose of this employee handbook (“Handbook”) is to familiarize employees with the various aspects of working for the District. We feel it will be a useful reference tool for all employees. We encourage you to use it to better understand the policies and procedures relating to your employment with the District. Our policies, practices and benefits are continuously reviewed and are updated from time to time. If you have any questions regarding the items discussed in this Handbook, please ask for clarification from Department Manager. For the purpose of this Handbook, the term “Human Resources” or “HR” refers to a Barefoot Bay employee assigned duties which include Human Resource Coordinator and who is supported by the BBRD HR consultant. This employee handbook supersedes any and all prior employee policies, procedures, and handbooks of the District. The District reserves the right to modify, supplement, rescind, or revise any part of this handbook from time to time as it deems necessary or appropriate in its sole discretion with or without notice to you. These provisions may not be amended or added to without the express written approval of the Barefoot Bay Recreation District Board of Trustees.

BAREFOOT BAY RECREATION DISTRICT’S PHILOSOPHY

OPEN-DOOR POLICY

We strive to provide an environment where two-way communication is encouraged, thereby fostering a warm, friendly and harmonious work environment.

Employees are encouraged to bring their work-related questions, problems, suggestions or complaints to their immediate supervisor, who will respond within 10 calendar days. If employees are dissatisfied by their supervisor’s response and further follow-up is needed, employees may address their concern with their supervisor’s superior and/or the Community Manager who will respond within 10 calendar days.

Periodically, employees may not feel comfortable discussing a sensitive matter with their supervisor. In such situations, Human Resources can provide confidential counseling and help the employee choose an appropriate manner to address their concern.

In order for the District to properly respond to your concerns, employees should bring their concerns to the attention of management or the HR Department. Employees may not always receive the response they are looking for, however their issue will be promptly addressed and an explanation given as to why a particular action was taken. This open door policy helps small problems stay small, where they are most easily resolved.

Steps to take if you have concerns:

- Bring the situation to the attention of your immediate supervisor, or a member of management and discuss it privately
- If you feel the situation has not been resolved, make an appointment to discuss the situation with your supervisor’s superior and/or the Community Manager
- If you have followed steps 1 and 2, and still feel that the situation has not been satisfactorily resolved, or in situations regarding a sensitive manner you may contact Human Resources who will assist in addressing your concerns.

Your position will not be jeopardized for bringing a legitimate problem or concern to management's attention. Working together to address common issues and concerns enables us to implement mutually-beneficial solutions to problems.

CODE OF ETHICAL CONDUCT

In order to avoid any appearance of a conflict of interest, employees are expected to abide by the following code of ethical conduct. Please consult your Department Manager or the Community Manager if you have any questions.

As public employees, we are bound by the "Code of Ethics for Public Officers and Employees" set forth in the Florida Statutes, Chapter 112, Part III. The efficient and faithful performance of our duties is very important, therefore any infraction of applicable laws regarding ethical and legal conduct will be cause for potential discipline, up to and including termination. Additionally, some acts which are breaches of the trust the public has placed in us are crimes and may be prosecuted under Florida law.

Employees of the District should not solicit anything of value from any person or organization with which the District has a current or potential relationship.

Employees may not accept items valued over \$15 received in course of business from suppliers or vendors. Such items may include gifts, food, drink and entertainment.

If you are faced with and are unsure how to handle a situation that you believe has the potential to violate this code of ethical conduct, notify your Department Manager or Community Manager.

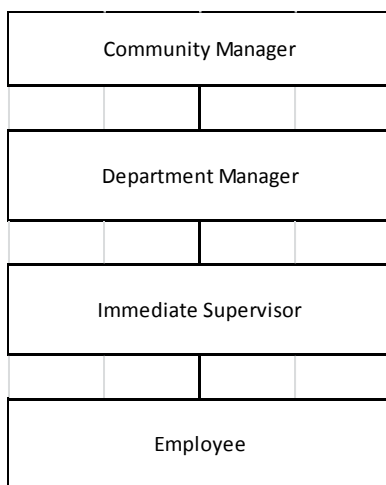
Violations of this code may lead to disciplinary action, up to and including termination.

LOYALTY OATH

Florida law requires all employees to take an Oath of Loyalty when they are hired. Any individual who refuses to take an Oath of Loyalty will not be hired. As a public employee, you will be required to take and sign an Oath of Loyalty to the Constitution of the United States and the State of Florida. The law requires the termination of a person who refuses to take an Oath of Loyalty.

CHAIN OF COMMAND

Every employee, upon receipt of this manual, is presumed to know the applicable chain-of-command that pertains to him or her. Employees are expected to follow the chain of command when dealing with matters that relate to your job responsibilities. Sensitive matters and concerns of a legal nature can be brought to the attention of the HR Department or another member of management.



PROHIBITION AGAINST NEPOTISM

It is the policy of the District to avoid hiring relatives into the workplace whenever possible. However, on occasion more than one relative may work for the District. A relative is defined as an individual who is related to the employee as grandfather, grandmother, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister. The following guidelines will govern these situations:

- Under no circumstances will an individual be appointed, employed, retained, promoted or transferred to any position where a relative has direct supervision, jurisdiction or control over that position. If two employees become related while working for the District, they are subject to this policy and must immediately notify HR.
- Related persons will not be involved in evaluation of each other's job performance or in making recommendations for salary adjustments, promotions, or other budget decisions.
- Related employees shall not be employed in the same department.

INTERNAL RECRUITMENT/TRANSFERS/PROMOTIONS

Original Approved December 11, 2009

Version 56 Amended-Proposed to the BOT on 09Sep16

Management may post vacant positions internally only when the department manager, Community Manager and H.R. Coordinator believe two or more current employees are qualified for the position. Employees with more than six months of service may apply for internally-posted positions.

Management may transfer employees between departments and facilities to meet specified work requirements and reassign work requirements as needed. When a transfer is required and there are two or more qualified employees, that are in the position to be transferred, the H.R. Coordinator will work with affected Department Managers to identify the most suitable employee.

The Community Manager may directly promote an employee to critical administrative/management positions, without advertising the position, when it is in the best interest of the District. To be considered, employees must have held their current position for at least six months and have a satisfactory performance record. The Community Manager retains the discretion to make exceptions to the policy.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

It is the policy of the District to provide equal employment opportunity to all employees and applicants for employment and not to discriminate on any basis prohibited by law, including race, color, sex, age, religion, national origin, disability, sexual orientation, marital status or status as a veteran in accordance with applicable state and federal laws. It is our intent and desire that equal employment opportunities will be provided in employment, recruitment, selection, compensation, benefits, promotion, demotion, layoff, termination and all other terms and conditions of employment. The Barefoot Bay Board of Trustees', Community Manager, and all managerial personnel are committed to this policy and its enforcement.

Employees are directed to bring any violation of this EEO policy to the immediate attention of any member of management and the HR Department who will promptly bring the matter to the attention of the Community Manager for investigation and resolution. Any employee who violates this policy or knowingly retaliates against an employee reporting or complaining of a violation of this policy shall be subject to immediate disciplinary action, up to and including discharge. Complaints brought under this policy will be promptly investigated and handled with due regard for the privacy and respect of all involved.

NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY

It is the policy of the District that you should be able to enjoy a work atmosphere free from all forms of discrimination, including sexual harassment. Each employee has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, harassment and retaliation.

The District prohibits and does not tolerate any such discrimination or harassment.

Definitions of Sexual Harassment

Sexual harassment constitutes discrimination and is illegal under federal, state, and local laws. For purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for

Original Approved December 11, 2009

Version ~~56 Amended-Proposed to the~~ BOT on ~~09Sep16~~

sexual favors and other verbal or physical conduct of a sexual nature when, for example (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through email); and other physical, verbal or visual conduct of a sexual nature. Sex-based harassment - that is, harassment not involving sexual activity or language e.g., male manager yells only at female employees and not males - may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

Other Forms of Harassment

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, national origin, age, disability, marital status, genetic predisposition or carrier status, sexual orientation or any other characteristic protected by law or that of his/her relatives, friends or associates, and that: (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance, or (3) otherwise adversely affects an individual's employment opportunities. Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or show hostility or aversion toward an individual or group (including through email).

Individuals and Conduct Covered

These policies apply to all applicants, and employees, and prohibit harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to the District, e.g., and outside vendor, consultant or residents.

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Retaliation is Prohibited

The District prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.

Reporting an Incident of Harassment, Discrimination or Retaliation

The District strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced

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conduct that they believe is contrary of the District's policy or who have concerns about such matters should file their complaints with their immediate supervisor or Human Resources before the conduct becomes severe or pervasive. Employees should feel free to file their complaints with any member of management and/or Human Resources.

Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action. Please note, federal, state and local discrimination laws establish specific time frames for initiating a legal proceeding pursuant to those laws.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, the District strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. The District will make every effort to stop alleged harassment before it becomes severe or pervasive, but needs the cooperation of employees in order to do so.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

It is important that each employee play a role in preventing or eliminating sexual or any other harassment by:

- Examining his/her own behavior in the workplace to be sure that he/she is not engaged in offensive conduct
- Making it clear that he/she does not approve of actions or conduct that may be offensive
- Supporting the District's policy against harassment
- Promptly informing the person or persons involved that they should stop engaging in the conduct which is offensive or objectionable to the employee
- Promptly bringing the matter to the attention of their immediate supervisor, a member of management or Human Resources

The Investigation

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly, thoroughly and impartially by management and Human Resources. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Responsive Action

Misconduct constituting harassment, discrimination or retaliation will be dealt with promptly and appropriately. Responsive action may include, for example, training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, reassignment, temporary suspension without pay or termination, as the District believes appropriate under the circumstances.

If an employee making a complaint does not agree with its resolution, the employee may appeal the decision to the Community Manager.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in work-related social activities or discussions in order to avoid allegations of harassment. The law and the policies of the District prohibit discrimination on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

AMERICANS WITH DISABILITIES ACT POLICY STATEMENT

The Americans with Disabilities Act ("ADA") and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and that, when needed, provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

A disability is:

- A physical or mental impairment that substantially limits one or more major life activities; or
- A record of such impairment (with respect to an individual); or
- An impairment which substantially limits a major life activity (with respect to any individual regarded as having the same); or
- Having a relationship or association with someone who has a known disability.

Reasonable Accommodation

It is the policy of BBRD to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission ("EEOC"). Consistent with this policy of nondiscrimination, the District will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the District aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the District.

BBRD will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so would result in an undue hardship to the District or impose a direct threat to the safety of the employee or others in the workplace and the threat cannot be eliminated by reasonable accommodation. The District encourages individuals with disabilities to come forward and request reasonable accommodation. Contact Human Resources with any questions or requests for accommodation.

Procedure for Requesting an Accommodation

On receipt of an accommodation request, a member of Human Resources will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation the District might make to help overcome those limitations.

The District will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, and the accommodation's impact on the operation of the District, including its impact on the ability of other employees to perform their duties and the District's ability to conduct business.

The District will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal the decision by submitting a written statement explaining the reasons for the request. If the request on appeal is denied, that decision is final.

The ADA does not require the District to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items, i.e., eyeglasses, hearing aids, wheelchairs etc.

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify Human Resources. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

WORKING AND COMPENSATION

EMPLOYMENT ON AN AT-WILL BASIS

All employees of the District, regardless of their classification or position, are employed on an at-will basis. This means that each employee's employment is terminable at the will of the employee or the District at any time, with or without cause and with or without notice. No representative or employee of the District has any authority to enter into any agreement with any employee or applicant for employment on other than an at-will basis. Furthermore, nothing contained in the policies, procedures, handbooks, manuals, job descriptions, application for employment, or any other document of the District shall in any way create an express or implied contract of employment or an employment relationship on other than an at-will basis.

ATTENDANCE AND REPORTING TO WORK

Each employee is important to the overall success of our operation. When you are not here, someone else must do your job. Consequently, you are expected to report to work on time as scheduled. Reporting to work on time means that you are ready to start work, not just arriving at work, at your scheduled starting time.

The District depends on its employees to be at work at the times and locations scheduled. Excessive absenteeism and/or tardiness will lead to disciplinary action, up to and including termination. The determination of excessive absenteeism will be made at the discretion of the Department Manager. After three days' absence, you will be required to provide documentation from your physician to support an injury- or illness-related absence, and to ensure that you may safely return to work.

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Absence from work for three consecutive days without properly notifying your immediate supervisor will be considered a voluntary resignation except for unavoidable circumstances.

If you expect to be absent from the job for an approved reason (e.g., paid time off or a FMLA leave of absence), you should notify your immediate supervisor of your upcoming absence as far in advance as possible. If you unexpectedly need to be absent from or late to work, you must notify your immediate supervisor prior to the start of your scheduled workday that you will be late or absent and provide the reason for that absence or tardiness. If your immediate supervisor is not available, you should contact the Department or Community Manager prior to the start of your scheduled workday. Leave your number so that your immediate supervisor can return your call. Depending on the circumstances of your absence, failure to properly contact us as soon as possible, may result in an unexcused absence for disciplinary purposes. Your attendance record is a part of your overall performance rating. Your attendance will be included during your review and may be considered for other disciplinary action up to and including termination.

Where possible, medical and dental appointments should be scheduled around your assigned work hours. If you are unable to schedule an appointment before or after your shift, you are required to talk to your immediate supervisor to make special arrangements.

WORKDAY HOURS AND SCHEDULING

Due to the nature of operating a recreation district, employees of the District are required to work a variety of hours during the week. Some departments will operate at different times than others. Your starting, lunch and quitting times are determined by your Department Manager. Employees are expected to observe the specific hours outlined in the work schedules prepared by their respective Department Managers. These schedules are posted and must be strictly adhered to in order to ensure the smooth operations of the District. Work schedules will be changed when management deems it necessary. Any deviation from your assigned schedule must be approved in advance by your Department Manager. Additionally, employees are not permitted to change schedules with a fellow employee without securing permission from each employee's Department Manager.

The regularly scheduled workweek for the District is: Monday at 12:01 a.m. and ends on Sunday at 12:00 midnight. Start and end times are scheduled by your Department Manager. Employees are required to be present for work during the workday established for them by their supervisors.

Work schedules may vary depending on such factors as weather, materials supply, building needs, etc. If you are unsure about expected starting times on any particular job assignment, ask your Department Manager for clarification.

In case of unplanned conditions, such as bad weather, that may force a schedule change at the last minute, you should contact your Department Manager or call the office directly.

RECORDING HOURS WORKED

All hourly employees shall follow supervisor's instructions to record correct time of your arrival and departure for your scheduled shift, [including the approval of bi-weekly payroll submittals](#). It is expressly forbidden to falsify your time or another employee's time at work. Immediate supervisors and department managers are responsible for verifying employee attendance.

PAY PERIOD AND PAYDAY

The District issues paychecks, on a Bi-weekly basis. Pay periods start Monday at 12:01 a.m. and ends on Sunday at 12:00 midnight. Employees are encouraged to have their paychecks directly deposited into their designated bank account. Paychecks are deposited no later than Thursday following the end of the pay period. If the employee does not choose direct deposit, the paychecks will be mailed by the payroll company directly to the employee's address of record.

WORKWEEK & OVERTIME/COMPENSATORY TIME

The District's workweek begins on Monday at 12:01 a.m. and ends on Sunday at 12:00 midnight. Occasionally it may be necessary for an employee to work beyond his or her normal workday hours. Under no circumstances shall an employee work overtime without the approval of their immediate supervisor or the Department Manager.

Non-exempt employees will receive overtime pay at a rate of one-and-one-half times their regular hourly rate for all hours worked in excess of 40 in a workweek. Non-exempt employees may elect to receive compensatory time (prior to working over 40 hours in a work week) at the rate of 1.5 hours for every 1.0 hours worked. Non-exempt employee's compensatory time must be used within the same fiscal year and cannot be accrued in excess of 80 hours. Compensatory time for non-exempt employees will be paid out 100% upon separation.

Exempt employees may elect to receive compensatory time. Compensatory time will be calculated as one hour comp time for one hour worked. Compensatory time must be used within the same fiscal year of earning the time and cannot exceed 80 hours. Compensatory time will not be paid out upon separation. The employee's immediate supervisor shall track comp time accruals and usage and will maintain written records of approvals of comp time earned and used. Only comp time approved in writing by the employee's supervisor will be accrued and then later used.

Decisions regarding overtime work will be made by the Department Manager or the Community Manager. Any employee asked to work overtime will be expected to rearrange his/her personal schedule to work the requested overtime.

HOLIDAYS

The District observes the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving

- Day after Thanksgiving
- Christmas Eve
- Christmas

~~Only full-time employees who have been employed a minimum of 30 days will be paid for these holidays as long as the employee was present for scheduled work on the workdays immediately before and after that holiday. If a paid holiday falls within an employee's prior approved vacation period, the holiday will not be counted as a vacation day.~~

~~If a holiday falls on a Saturday it is observed on Friday, or if it falls on a Sunday, it will be observed on the following Monday. If you normally work weekends you will observe the holiday on the day it occurs.~~

~~If you are a Regular Part-time or Temporary/Seasonal Employee and work on a holiday you will be paid your regular pay plus holiday pay for every hour worked.~~

~~All non-exempt employees who work on both the actual holiday and the observed holiday will be paid holiday pay for only one of the two days worked.~~

~~Only Regular Full-Time Employees who have been employed a minimum of 30 days are eligible to be paid for Holidays. Holiday Pay is paid on the hours normally worked by a Regular Full Time-Employee. If a holiday falls on a Saturday, it is observed on the preceding non-holiday week day. If a holiday falls on a Sunday, it is observed on the subsequent non-holiday week day. Regular Full-Time Employees must either be present for scheduled work or on approved vacation on both the work days immediately preceding and immediately following a holiday to receive Holiday Pay. If a paid holiday falls within an approved vacation, the holiday will not be counted as a vacation day unless the vacation is coincident with an employee's separation of employment.~~

~~Regular **Full-Time** non-exempt employees will be paid normally for all hours worked on a holiday or on an observed holiday in addition to being paid the holiday pay if eligible.~~

~~All Regular Part Time, Seasonal and Temporary Employees will be paid double time for every hour worked on a holiday. All Regular Part Time, Seasonal and Temporary Employees will be paid double time for every hour worked on an observed holiday unless they worked the **actual date of the** holiday.~~

EMPLOYMENT CLASSIFICATIONS

Upon being hired by the District, all new employees and employees who have been transferred or promoted to a new position must serve a six (6) month probationary period. It is especially important that you make your Department Manager aware of any questions or problems you may encounter during this period. Your performance will be carefully monitored during this period. At the end of the probationary period, your performance will be reviewed, by your Department Manager and if it has been satisfactory, you will become a Regular Full-Time or Regular Part-Time Employee. Satisfactory completion of the probationary period does not entitle you to employment for any specific term, but may entitle you to participation in many of the District's employee benefits programs.

For the sole purpose of determining the allowance of certain employee benefits, employees are classified as:

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1. Regular Full-Time Employees - An employee who has satisfactorily completed the probationary period and is scheduled to work a minimum of thirty (30) hours per week (minimum of 1,500 hours per year).
2. Regular Part-Time Employees - An employee who has satisfactorily completed the probationary period and is scheduled to work less than thirty (30) hours per week (maximum of 1,500 hours per year).
3. Temporary or Seasonal Employees - An employee whose services are scheduled to be of limited duration. Temporary or Seasonal employees are not eligible for participation in those employee benefits programs made available for the District Regular Full-Time and Regular Part-Time Employees. Service as a temporary does not count as service as a Regular Employee for benefit eligibility purposes.
4. Interim Employee – An employee who is hired or promoted as a replacement to temporarily supplement the workforce.

For payroll purposes, employees will be classified as one of the following:

1. Exempt Employees - Certain employees such as executive, administrative, professional and supervisory employees, whose positions meet specific tests established by the Fair Labor Standards Act, are paid on a salary basis for all hours worked each week. These employees are expected to work whatever hours are required to accomplish their duties, even if it exceeds their normal workweek. Exempt employees working outside their normal hours may receive compensatory time per their immediate supervisor.
2. Non-Exempt Employees - All employees who do not meet the Fair Labor Standards Act exemption test for exempt employee are identified as non-exempt employees. Non-exempt employees are hourly employees, who must be paid the state minimum wage and are eligible for payment of overtime pay.

MAINTAINING YOUR PERSONNEL RECORDS

It is your responsibility to provide current information regarding your address, telephone number, insurance beneficiaries, change in dependents, marital status, etc. Please notify the Resident Relations Office HR Department to note any changes in your address, phone number, emergency contact information, marital status, number of dependents, etc. Changes in exemptions for tax purposes will only be made upon the receipt of a completed W-4 form.

PERSONNEL FILES

Employee personnel files are the property of the District, and do not belong to the employee. However, upon request, the District will allow an employee to review their employee file under the supervision of management. If a public record is viewed or copied from an employee's personnel file, the Resident Relations Manager/H.R. Coordinator or designee shall notify said employee as soon as possible.

PERFORMANCE EVALUATIONS

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Employees will have their job performance reviewed at the mid-point and end of their -6 month probationary period and on an annual basis by their immediate supervisor and/or Department Manager.

RECOGNITION POLICYIES: SERVICE AWARDS

Barefoot Bay Recreation District recognizes the value of institutional knowledge and experience held by long-term employees. Additionally, retention of high-performing employees reduces the cost of employee turnover and enhances corporate competitiveness.

Two programs are used to reward longevity and innovation/extraordinary service/innovation.

1. Longevity Milestone Award Program

Eligibility full-time, and part-time active employees become eligible for a milestone recognition award of bonus days off in the year in which they complete five, 10, 15, 20, 25, 30, 35 and 40 years of service.

Years	Bonus days off	Years	Bonus days off
Five	One	Twenty Five	Five
Ten	Two	Thirty	Six
Fifteen	Three	Thirty Five	Seven
Twenty	Four	Forty	Eight

Employees reaching the following service milestones will be granted the following lifetime discount on lunch meals at the 19th Hole:

10 years	\$1
20 years	\$2
<u>30</u> 30 years	\$3

2. Innovation, Extraordinary Service and/or Innovation Award Program

PURPOSE:

The purpose of the Employee Recognition and Incentive Program is to reward employees for exceptional, extraordinary, or innovative performance that benefits or improves District services and programs. The Program is intended to promote and encourage teamwork, motivation, efficiency, and productivity in the performance of duties for the benefit of the District and the community.

SCOPE:

Applies to all full-time and part-time employees.

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DEFINITIONS:

Bonus: A one-time monetary award not to exceed five hundred dollars (\$500.00) provided to an employee in addition to the employee's regular compensation which may be made upon determination of merit for an Award by the District's Management Team. Award criteria must be met for a bonus to be awarded to any employee. Operational Excellence Award: To recognize employees who have demonstrated continuous exceptional performance and have made a significant positive contribution to their Department's operations, functions, or provision of services. Extraordinary Service Award: To recognize employees who have demonstrated performance that goes above and beyond the call of duty for a particular job classification, substantially exceed performance expectations, or perform valuable tasks or services beyond defined job classification duties during special, unusual, or emergency events. Innovation Award: To recognize employees who have made innovative suggestions, have implemented new or novel processes, or have engaged in creative or ingenious performance that has raised substantial revenue or saved substantial costs to the District.

PROCESS:

Any District employee (including Department Heads and the Community Manager) may nominate any other District employee for any specific Recognition and Incentive Program Award. The nominating employee must provide a written statement providing the facts and circumstances supporting the nominated employee's entitlement to the Award. The nomination shall be submitted to any Department Head or the Community Manager, but may be anonymous. Upon receipt of a written nomination, the District Management Team (consisting of all Department Heads and the Community Manager) shall jointly consider and determine whether an Award is merited. The Management Team shall have the sole discretion to determine whether the criteria for any Award have been met and/or the amount of any bonus, not to exceed five hundred dollars (\$500.00), which may be provided upon the granting of any Award. The Board of Trustees shall be publicly notified when any employee has been granted an Award pursuant to this policy.

STANDARDS AND EXPECTATIONS FOR ~~THE~~ WORKPLACE AND SAFETY

The District believes in maintaining safe and healthy working conditions for our employees. However, to achieve our goal of providing a safe workplace, each employee must be safety conscious. We have established the following policies and procedures that allow us to provide safe and healthy working conditions. We expect each employee to follow these policies and procedures, to act safely, and to report unsafe conditions to his or her Department Manager in a timely manner.

REPORTING UNSAFE CONDITIONS OR PRACTICES

Employees are expected to continually be on the lookout for unsafe working conditions or practices. If you observe an unsafe condition, you should warn others, if possible, and report that condition to

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your Department Manager immediately. If you have a question regarding the safety of your workplace and practices, ask your Department Manager for clarification.

If you observe a coworker using an unsafe practice, you are expected to mention this to the coworker and to your Department Manager. Likewise, if a coworker brings to your attention an unsafe practice you may be using, please thank the coworker and make any necessary adjustments to what you are doing. Safety at work is a team effort.

MAINTAINING A SAFE WORKSITE

We expect employees to establish and maintain a safe worksite. This includes but is not limited to the following applications:

- Building and maintaining walkways, handrails, and guardrails.
- Properly lifting and lowering heavy objects.
- Inspecting tools and equipment for defects before use.
- Keeping walkways clear of debris.
- Unsafe cell phone use
- In conditions affecting public safety, use of medications that may affect the safety and well-being of others.
- Inspecting, cleaning, and properly storing tools and equipment after use.
- Following established safety rules.

USING SAFETY EQUIPMENT

Where needed, the District provides its employees with appropriate safety equipment and devices. You are required to use the equipment provided in the manner designated as proper and safe by the manufacturer. Failure to properly use safety equipment may lead to disciplinary action, up to and including termination.

If you require safety equipment that has not been provided, contact your Department Manager before performing the job duty for which you need the safety equipment.

REPORTING AN INJURY

Employees are required to report any injury, accident, or safety hazard immediately to their immediate supervisor and/or Department Manager. Minor cuts or abrasions must be treated on the spot. More serious injuries or accidents will be treated accordingly. Serious injuries must be reported on the injury or accident report form available in the office.

The District provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits. In all cases in which an employee files a workers' compensation claim for a job related injury, drug testing is required pursuant to the BBRD Drug Free Workplace Policy.

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Employees who sustain work-related injuries/illnesses; or who see a co-worker sustain a work related injury or illness must by penalty of disciplinary action inform their immediate supervisor or Department Manager as soon as possible. . No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

DIRECTIONS FOR ANY WORKER ACCIDENT:

Step 1: If this requires emergency attention – CALL 911

Step 2: Have a manager complete a First Report of Injury Form and have the employee sign (if capable)

Step 3: If need be, go first to an Urgent Care Facility (see below) or the Emergency Room. Inform the location that you have a workers' comp injury and give them the claim number if you have it.

If you are unable to obtain a claim number in advance of treatment, please give the medical facility your Social Security number and contact HR or your Department Manager as soon as possible.

URGENT CARE

1. Sebastian Family Walk-In Clinic 13840 US Hwy 1, Sebastian (4.18 Miles)
2. Palm Bay Community Hospital 1425 Malabar Rd, NE, Palm Bay, FL (13 Miles)
3. Indian River Walk In Clinic 652 21st. St., Vero Beach (19.77 Miles)
4. Urgent Care West 2050 40th Ave. Ste. 6, Vero Beach (20.99 Miles)

HOSPITALS

1. Sebastian River Medical Center 13695 US Hwy 1, Sebastian, FL, 32958 (3.77 Miles)
2. Palm Bay Community Hospital 1425 Malabar Rd, NE, Palm Bay, FL (13 Miles)
3. Holmes Regional Medical Center, 1350 S Hickory, Melbourne, FL (16.89 miles)
4. Indian River Memorial Hospital 1000 36th St., Vero Beach, FL, (18.28 miles)
5. Wuesthoff Medical Center 250 N. Wickham Rd., Melbourne, FL. (21.87 miles)

Neither Barefoot Bay Recreation District nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off duty recreational, social, or athletic activity sponsored by Barefoot Bay Recreation District (Employees may not be eligible for workers' compensation benefits if following an accident or upon reasonable suspicion they refuse to submit to a drug test or if they test positive for illegal drugs within their system).

HAZARD COMMUNICATIONS

If you believe that you are dealing with a hazardous material and lack the appropriate information and/or safety equipment, contact your Department Manager immediately.

DISTRICT EQUIPMENT, SUPPLIES, AND VEHICLES

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All employees are expected to take care of all equipment and supplies provided to them. Equipment or vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the immediate supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or is in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Your immediate supervisor or Department Manager can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

Driving a vehicle owned by the District is a privilege. If you are granted the privilege of driving such a vehicle, you are solely responsible for ensuring that the vehicle assigned to you is operated in a safe and prudent manner and in compliance with all of the District's rules and regulations, and all state and federal laws, rules and regulations relating to motor vehicle operation. Your failure to abide by any such laws, rules and regulations may result in a variety of consequences, including, without limitation, the loss of this privilege, termination of your employment and possible legal consequences.

You are responsible for the vehicle's keys and license plate and any other property of the District related to the vehicle. If you are authorized to drive a vehicle owned by the District, you must adhere to these regulations:

- Absolutely No Smoking. Under no circumstances will there be any smoking in any vehicle at any time, including, but not limited to, tobacco products and electronic cigarettes.
- Authorized Barefoot Bay Recreation District personnel Only. In cases of emergency, the Community Manager may authorize an exception.
- In Case of Accident. All accidents and damages must be reported to your immediate Department Manager as soon as possible. Any employee involved in any accident with a District vehicle must complete both state and company insurance accident reports within 24 hours of the accident.
- Driver's License. All employees assigned to drive a vehicle owned by the District must have a valid and current Florida driver's license. Employees recently relocated to Florida must obtain a Florida license before they may drive a District vehicle.
- Driving while impaired. No employee may operate a vehicle owned by the District while impaired by alcohol, illegal drugs or medication.
- Personal Use. Vehicles owned by the District may not be used for personal purposes.
- Loss of Insurability. If you are deemed to be a high risk driver or are otherwise uninsurable, you will lose the right to use a vehicle owned by the District. You must notify your supervisor immediately if you are a high risk driver or are uninsurable.
- No Irresponsible or Reckless Driving. Anyone driving a vehicle owned by the District must obey all laws and regulations regarding the operation of a motor vehicle and shall exercise extreme caution when operating the vehicle.
- Payment of Fines and Tickets. Employees will be responsible for paying all traffic or parking fines received while operating a District owned vehicle.

The theft, improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

Employees are subject to mandatory drug testing as provided for in the BBRD Drug Free Workplace Policy immediately after any vehicular accident while at work and/or on duty that the employee has caused, contributed to, or been involved in. This provision shall apply regardless of whether employee is driving a District owned vehicle or a vehicle owned by any other party.

SMOKING AT THE WORKPLACE

The District's policy is to provide smoke-free environments for our employees, residents, and the general public. Smoking of any kind is prohibited inside our office, district buildings and district vehicles. Employees may smoke on scheduled breaks or during meal times, as long as they do so outside in designated smoking locations.

Employees are also responsible to inform anyone working on our grounds of this smoke-free policy, and report to their immediate supervisor any violation of this policy.

VIOLENCE AND WEAPONS

The District believes in maintaining a safe and healthy workplace, in part by promoting open, friendly, and supportive working relationships among all employees. Violence or threats of violence have no place in our business, and will not be tolerated. Violence is not an effective solution to any problem. Employees are strictly prohibited from the unlawful use of any weapons- including knives, pistols, rifles, stun guns, Mace, etc., in the worksite or office. Neither threats of violence nor fighting will be tolerated. Furthermore, if you have a situation that is creating stress or otherwise making you agitated, you are encouraged to discuss it with your immediate supervisor, Department Manager and/or Human Resources Department.

You are expected to immediately report to your Department Manager any violation of this policy. Any employee found threatening another employee, fighting, and/or unlawfully using weapons- in the worksite will be subject to disciplinary action, up to and including termination.

EMERGENCY OPERATION POLICY

During emergencies or the preparation for a potential emergency, employees of the Barefoot Bay Recreation District have responsibilities to the citizens of the district and to assist in the preparation for the potential emergency. Employees are also critical in the recovery from events. To ensure that BBRD's expectations are clear to all, and that the safety of people, employees and facilities are protected the following policies are adopted. Additionally, Department Managers, supervisors and essential personnel are expected to be familiar with the BBRD Emergency Management Plan. Non-essential employees are encouraged to familiarize themselves with the Emergency Management plan each year prior to hurricane season.

DEFINITION:

Emergency – Any natural or man-made event that requires the preparation for and potential evacuation of BBRD facilities and or residents, and is declared by the Chairman of the Board of County Commissioners.

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Administrative Leave - Paid at regular rate for the days during a Declared Emergency and not to exceed five days.

Return to Work Notice - Per the Emergency Management Plan, employees will be notified when to return to work based on their classification (essential, pre/post disaster essential personnel and non-essential personnel).

Emergency Phone Number - All employees will provide their immediate supervisor an updated regular and emergency contact numbers each year on or before May 31.

EMERGENCY OPERATION POLICIES

1. No time off or annual leave will be granted within 5 days of an anticipated emergency, during a declared state of emergency and during a Level II EOC state of preparedness or immediately following an emergency (as determined by the Community Manager). Exceptions will be reviewed and granted by the Community Manager on a case by case basis.. Given the above, employees are expected to prepare their home emergency plans and protect their property during non-work hours and in advance of the possible preparation of District facilities.
2. Those who are not scheduled to work may be called in to assist in the preparation of BBRD facilities. Those called in will be compensated in accordance with the BBRD's policies.
3. BBRD facilities and amenities will be closed in accordance with the Emergency Management plan prior to any anticipated disaster.
4. Per the Emergency Management Plan, non-essential personnel and pre/post disaster essential personnel will be released from work as required. Said employees will be put on administrative leave. Employees who work scheduled shifts in advance of, ~~ceasation~~cessation of normal BBRD operations, and report back to work after the emergency will be compensated for the time on administrative leave up to 32 hours.
5. Employees are required ~~-before~~ hurricane season each year to provide their immediate supervisor with an up-to-date contact number or numbers. This number will be the number at which the employee can be reached in the event of preparation for, evacuation of area and Return to Work Notice. Failure to Return to Work when notified at this contact number may result in the determination that the employee has abandoned the job. He or she may be disciplined up to and including ~~-termination~~.
6. During the preparation of facilities and recovery from disasters employees may be asked to perform jobs that are not in their usually daily work or job description. Failure to perform reasonable tasks at the direction of Management of BBRD may be cause for immediate suspension and/or termination.

All compensation policies for non-exempt employees shall be in effect during recovery operations. Non-exempt essential employees who shelter in place will be paid for every hour they are at BBRD, up to 24 hours per day. All other non-exempt employees will only be paid for hours worked at BBRD, excluding Administrative leave hours. Exempt employees working outside their normal hours during the declared emergency may receive compensatory time. Exempt employees working during a declared state of emergency shall record their hours worked (as instructed by the Finance Office) in case federal disaster recover funds cover their hours worked beyond 40 hours per week. In the event

reimbursable overtime is paid to exempt employees, BBRD compensatory time shall not be allow.

DRUG-FREE WORKPLACE

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

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

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

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

RESIDENT RELATIONS

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

APPEARANCE AND ~~DRESS~~ATTIRE

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

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

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

- For the business office, casual business-style dress is appropriate. Employees should be neatly groomed and clothes should be clean and in good repair. Leisure clothes such as jeans, shorts, cut-offs or halter tops are not acceptable attire for the business office, which includes the Administrative Office and Resident Relations. Management may designate days in which more casual attire is acceptable.
- For worksites, employees are expected to wear clothes appropriate for work to be done as outlined by the Department Manager or Community Manager. Employees should be sensitive to the location and context of their work and should be ready to adjust their dress if the circumstances so warrant. Employees at a jobsite should wear clothing that protects their safety and wear clothing in such a way as to be safe (e.g., shirts tucked in when working around machinery).

CONFLICTS OF INTEREST

Barefoot Bay Recreation District is a special unit of local government which means that Florida Statutes have established clear rules of conduct. You should avoid external business, financial, or employment interests that conflict with the District's community & business interests or with your ability to perform your job duties. This applies to your possible relationships with any other employer, consultant, contractor, resident, or supplier.

Violations of law may lead to disciplinary action, up to and including termination, and prosecution under the law.

SOLICITATION AND DISTRIBUTION

For the safety, convenience, and protection of all employees, the District has adopted the following rules concerning solicitation and the distribution of materials:

- The District prohibits solicitation and distribution of non-district materials on District property or at District sites at all times.

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- Commercial solicitation is prohibited while on District properties. The gathering of signatures for petitioning of elected officials is prohibited within buildings or upon District facilities. Bona fide non-profit 501(c) fundraising efforts shall be permitted.

PERSONAL CALLS, VISITS, AND BUSINESS

The District expects the full attention of its employees while they are working. Although employees may occasionally have to take care of personal matters during the workday, employees should try to conduct such personal business either before or after the workday or during breaks or meal periods.

Employees should also limit incoming personal calls, internet use, visits, or personal transactions on both District and personal devices (use of personal devices is allowed on breaks). The District's phones should be available to serve the District's community, and non-business use of the phones can hurt the District's operations. A pattern of excessive personal phone calls, personal visits, and/or private business dealings is not acceptable and may lead to disciplinary action.

INSPECTION OF PERSONAL AND DISTRICT PROPERTY

The District's employees use the property and equipment the District owns and provides, and may also use the District's materials, information, and other supplies. While employees may decorate their office workspaces with their personal possessions (such as pictures, plants, and the like), employees must remember that property supplied by the District remains the property of the District. The District reserves the right to search any District property (e.g., personal computers, desks, lockers, or other storage areas) at any time. Refusal to allow inspection may lead to disciplinary action, up to and including termination.

WORKPLACE MONITORING

Workplace monitoring may be conducted by Barefoot Bay Recreation District to ensure quality control, employee safety, security, and customer satisfaction.

Barefoot Bay Recreation District may conduct video surveillance of non-private workplace areas. Video monitoring is used to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage or prevent acts of harassment and workplace violence.

Because Barefoot Bay Recreation District is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

Notice is hereby given that video surveillance may occur on District property. In the event a video surveillance recording captures an employee or other building user violating District policies, rules or local, state, or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against the employee or other building user and may also be provided to law enforcement agencies.

No employee, unless authorized by the Community Manager or designee, shall tamper with, alter, turn off or otherwise adjust CCTV cameras or equipment. Employees who violate this prohibition will be disciplined including up to termination based on the severity and nature of the offense.

NETWORK AND ELECTRONIC RESOURCES POLICY

Network and Electronic Resources, such as computers, other hardware, software, e-mail, landline and cellular telephones, fax machines and internet access, are tools that the District provides its employees to assist them in their work. These Network and Electronic Resources and related access systems are proprietary District property and subject to review or access by the District at any time.

All employees who use the District's Network and Electronic Resources must follow the guidelines below:

1. Use Network and Electronic Resources for District business purposes only.
2. Messages and communications sent via the District's Network and Electronic Resources are subject to the Public Records Act, and may be used in legal proceedings. Thus, all records are open to public review. Please consider this before sending any confidential messages or material via the Network and Electronic Resources.
3. E-Mail is not a substitute for face-to-face communication. If you have a conflict with someone or need to discuss an important issue, it should be handled in person or over the telephone if a meeting is not possible.
4. Remember that all of the District's policies, including but not limited to policies on Equal Employment Opportunity, Harassment, Confidentiality, Personal Conduct and Rules of Conduct, apply to the use of the District's Network and Electronic Resources. Employees must not review or forward sexually explicit, profane or otherwise unprofessional or unlawful material through the District's Network and Electronic Resources
5. District's Network and Electronic Resources are the District's property and will be assigned to employees as needed. Upon assignment of original password, employees shall change the password to a unique password. Passwords shall not be shared with any co-workers, supervisors or other persons. Only the Community Manager, District Clerk or designee are authorized to download or install any software or program on any District computer or other hardware.
6. The District expressly prohibits the unauthorized use, installation, copying or distribution of copyrighted, trademarked or patented material.
7. Employees must not attempt to override or evade any program or measure installed by the District to protect the security or limit the use of its Network and Electronic Resources.
8. Employees shall not play non-work related video and/or music streaming during regular business hours from District computers or devices.

The District retains the right to review all communications conducted and data saved, reviewed or accessed via the District's Network and Electronic Resources, including District computers, e-mail and internet access. The District does not permit its employees to access or use any District password, e-mail or internet access other than their own. Inappropriate use of Network and Electronic Resources may result in discipline, up to and including discharge. Employees should be careful to safeguard their passwords, log off their terminals when not in use and not permit others to access District systems.

CONFIDENTIAL AND PROPRIETARY INFORMATION

In the course of employment, you may have access to confidential information or other information regarding the District or fellow employees. It is your responsibility to refrain from revealing or

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divulging any such information and that you use it only in the performance of your duties. Even information subject to public records laws shall be considered confidential until such time a request is made by the public to review such information. Violation of this policy shall be considered misconduct connected with employment as contemplated by Chapter 443 of the Florida Statutes, governing unemployment compensation, and shall subject the employee to immediate dismissal.

PERSONAL CONDUCT

As a condition of employment, employees must notify their Department Manager if they are arrested for a criminal charge. Such notification must be made within twenty four (24) hours of the arrest.

RULES OF CONDUCT AND PROGRESSIVE DISCIPLINARY PROCEDURE

There are reasonable rules of conduct which must be followed in any organization to help a group of people work together effectively. The District expects each employee to present himself or herself in a professional appearance and manner. If an employee is not considerate of others and does not observe reasonable work rules, disciplinary action will be taken.

Depending on the severity or frequency of the disciplinary problems, a verbal or written reprimand, suspension without pay, disciplinary probation, or discharge may be necessary. It is within the District's sole discretion to select the appropriate disciplinary action to be taken. Notwithstanding the availability of the various disciplinary options, the District reserves the right to discharge an employee at its discretion, with or without notice.

Although employment with Barefoot Bay Recreation District is based on mutual consent and both the employee and Barefoot Bay Recreation District have the right to terminate employment at will, with or without cause or advance notice, Barefoot Bay Recreation District may use progressive discipline at its discretion. These steps are guides only; it is not to be assumed that any one of them, or all of them in progression, will automatically be administered.

Barefoot Bay Recreation District recognizes that each disciplinary situation is unique. Therefore, management retains the right to treat each incident on an individual basis at its discretion. However, in considering the discipline to be utilized in a particular case, management may consider the severity of the event, the cost involved to Barefoot Bay Recreation District, the interval between violations of a similar nature by the same employee, other violations, the employee's overall work record, the employee's length of service, and other factors as may bear upon the efficient and harmonious operation of Barefoot Bay Recreation District. While Barefoot Bay Recreation District is in no way bound to follow any specific procedures, the following forms of discipline may be utilized:

- **ORAL WARNING** - For minor offenses, the employee should be given an oral warning and documenting with the date, and the incident in the District employee's personnel file.
- **WRITTEN WARNING** - If the Oral Warning does not produce the necessary improvements and when repeated; or, when more severe offenses occur, the employee should be given a written warning. The written warning must include what has occurred, what rule or policy has been violated, what is expected of the employee, the amount of time allowed for improvement and make specific reference to all previous warning(s) (if any) that pertain in any way, to this warning. The warning statement should also contain a statement as to what more drastic disciplinary action will be taken if the employee does not correct the situation

or commits further policy or rule infractions. All the facts of the case leading to the written warning should be discussed with the employee in private, with no interruptions. A copy of the written warning should be provided to the employee. The employee should acknowledge receipt of the written warning by signing the Written Warning document (memo). The employee should be encouraged to make any comments she/he feels is pertinent to the situation. If the employee refuses to sign the Written Warning, it is the responsibility of the Department Manager to so state on the form prior to forwarding it to be put in the District employee's personnel file.

Following a written warning the immediate supervisor under guidance of the Human Resources shall jointly develop a "Corrective Action Plan" with the employee to give clear expectation of how the employee can correct his/her work related deficiencies

- **SUSPENSION** - A period of time that an individual is not permitted to work or receives pay from Barefoot Bay Recreation District. Suspension is appropriate in lieu of termination, when management feels an investigation of the circumstances is warranted and immediate "defusing" of a situation becomes necessary or when conflict with another employee warrants both to be suspended until an investigation uncovers the individual culpability of the conflict. Suspensions are generally without pay and are issued for a period of one (1) to ten (10) working days depending upon the seriousness of the infraction. If there is a need to dock pay from an exempt employee because of a suspension, the pay will be docked in full day increments.

Following a suspension, the immediate supervisor under guidance of the Human Resources shall jointly develop a "Corrective Action Plan" with the employee to give clear expectation of how the employee can correct his/her work related deficiencies

- **DEMOTION** - Demotions occur when employees do not follow the methods and procedures established for the particular job function or when the employee does not sustain quality performance.
- **DISMISSAL** - Dismissals are the involuntary separation of an employee at Barefoot Bay Recreation District. Dismissals should be substantiated with documentation of previous disciplinary actions, except in those cases serious enough to warrant immediate dismissal.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and Barefoot Bay Recreation District. All discipline actions must be documented in the employee file.

The following is not a complete list of offenses for which an employee may be subject to discipline, but it is illustrative of those offenses that may result in immediate discipline, up to and including dismissal, for a single offense:

1. Excessive absenteeism or tardiness.
2. Dishonesty, including falsification of District-related documents, Employment Applications, or misrepresentation of any fact.
3. Fighting, disorderly conduct, horseplay, or any other behavior which is dangerous or disruptive.
4. During your working hours for the District, being in the possession of, consumption of, or being under the influence of alcoholic beverages or illegal drugs.
5. Illegal manufacture, distribution, dispensation, sale, possession, or use of illegal drugs or un-prescribed controlled substances.

6. Reporting for work with illegal drugs or un-prescribed controlled substances in your body.
7. Possession of weapons, firearms, ammunition, explosives, or fireworks, in accordant with current Local, State, and Federal laws.
8. Failure to promptly report a workplace injury or accident involving any of the District's employees, residents, equipment, or property.
9. Willful neglect of safety practices, rules, and policies.
10. Speeding or reckless driving in a District Vehicle.
11. Violation of a criminal or civil state or federal law or other conduct which may damage the reputation of District.
12. Use of profane language while on District business.
13. Stealing, misappropriating, or intentionally damaging property belonging to the District or its residents or employees.
14. Unauthorized use of the District's or its residents' name, logo, funds, equipment, vehicles, or property.
15. Insubordination, including failure to comply with any work assignments or instructions given by any District Department Manager or immediate supervisor with the authority to do so.
16. Violation of the District's Equal Employment Opportunity Policy or its Harassment Policy.
17. Interference with the work performance of other employees.
18. Failure to cooperate with an internal investigation, including, but not limited to, investigations of violations of these work rules.
19. Failure to maintain the confidentiality of information belonging to the District or its residents.
20. Failure to comply with the personnel policies and rules of the District.
21. Unauthorized tampering, altering, turning off or adjusting District electronic equipment, including but not limited to CCTV system.

RE-EMPLOYMENT

Former employees who are rehired and return to work within three months of their termination will not be required to go through another probationary period, unless the District deems it necessary. Former employees who are rehired and return to work more than three months after their termination will be rehired only as new employees and must complete a new probationary period. They will be considered new employees for any and all benefits. As a general rule, the District will not rehire former employees who:

- Were dismissed by the District
- Resigned without giving two weeks' notice
- Were dismissed for inability to perform job duties
- Had a poor attendance record
- Had a below-average evaluation
- Violated work rules or safety rules

Variances from the above referenced general rule shall be authorized by Human Resources and the Community Manager.

OUTSIDE EMPLOYMENT

The District discourages our employees from taking additional outside employment. Employees who wish to take on outside employment must first obtain permission from their Department Manager or the Community Manager. Work requirements for the District, including overtime, must take precedence over any outside employment.

If the District permits an employee to take outside employment, the employee must report to his or her Department Manager when the outside job has started. If, as a result of this outside employment, the employee is unable to work when requested by the District, including overtime, or is unable to maintain a high work performance level at the District, permission to work at the outside job may be rescinded, or the employee may be subject to termination.

Employees are not permitted to work for any vendor of the District outside of the regular working hours as described above, without the express approval of the District's Community Manager or his or her designated representative.

The District will not pay medical benefits for injuries or sickness resulting from employment by any employer other than the District.

BENEFITS

HEALTH INSURANCE

Barefoot Bay Recreation District's health insurance plan provides employees and their dependents access to medical and dental care insurance benefits. Employees in the following employment classifications are eligible to participate in the health insurance plan:

-Full-time employees and part-time employees who work 30+ hours per week. Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between Barefoot Bay Recreation District and the insurance carrier.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) policy for more information.

Details of the health insurance plan are described in the employee benefits package.

VOLUNTARY INSURANCE AND BENEFITS

In addition to health insurance programs, the District offers benefits and insurance that Regular full-time employees may elect at their cost. Currently, these benefits include additional life insurance, Accidental Death and Dismemberment (AD&D) insurance, retirement plan, tuition reimbursement, short-term disability insurance, long-term disability insurance, and dental insurance. These optional benefits are subject to change from time to time.

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TUITION REIMBURSEMENT

Approval for participation in this program must be granted in advance of the start of the classes, by the employee's immediate supervisor, Department Manager and HR, in order for the participant to be reimbursed. Application made after the start of classes may not be approved.

Employees in the following employment situations are eligible to participate in Tuition Reimbursement:

Regular full-time employees and under certain circumstances part time employees may take academic course work and receive reimbursement for tuition. Courses must be job related.

- A.
 - I. Courses must be taken at an accredited institution and are normally taken on the employee's own time.
 - II. Employees may seek reimbursement only for courses that are directly related to their current position.
 - III. The District will provide 100% tuition reimbursement only for classes that the employee successfully completed and passed. There is no reimbursement for classes that have not been completed or failed.
 - IV. Separation from employment with Barefoot Bay Recreation District terminates any eligibility for this program. The District must be reimbursed for any funds it has expended if separation occurs prior to the completion of the course(s).
- B. Course reimbursement will be made after completion of course with documentation of course passing.
- C. Each budget year funds will be allocated for this program and managed by Department managers. If the allocated funds are exhausted no further reimbursements will be made for the balance of the current budget year.
- D. If you terminate employment within three (3) years after completion of a course for which you have received tuition assistance, you must reimburse Barefoot Bay in an amount proportionate to the three (3) year period of employment not completed, rounded to the nearest month.

VACATION TIME

~~The Regular full-time employees are eligible for paid vacation. Regular part-time employees are eligible for paid vacation only for the weeks they work 20 hours or more. Temporary and seasonal employees are not eligible for paid vacation. The length of annual vacations is determined by the length of service.~~

~~Vacation time will begin to accrue on the 31st day of employment; however, employees may not use accrued vacation time until completing six (6) months of employment. Vacation time must be scheduled and approved in advance by your Department Manager. Every effort will be made to accommodate vacation requests. However, business needs will determine the ability to honor such requests. Regular Full-Time and Regular Part-Time Employees are eligible to earn vacation hours. Vacation time begins to accrue at the start of the first full pay period following an employee's hire date; however, employees may not use accrued vacation time until after completing six months of~~

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employment. Vacation Time must be scheduled and approved by your Department Manager. Department Managers may approve requests that are not submitted timely in extraordinary situations. Every effort will be made to accommodate vacation requests; however, business needs will determine the ability to honor such requests.

Temporary and seasonal employees are not eligible for paid vacation.

Regular Full and Part-Time Employees earn vacation based upon their length of service with BBRD according to the schedules below:

Regular Full-time Employees - Vacation Accrual Schedule

<u>Length of Service</u>	<u>Vacation Accrual</u>		
0 through 5th year —	8 hours per month		
6 years through 10th year —	10 hours per month		
11 years through 15th year —	12 hours per month		
16+ years —	14 hours per month		

<u>Length of Service - From Hire Date</u>	<u>Vacation Accrual</u>	<u>Old Annual Rate</u>	<u>New Annual Rate</u>
<u>0 - 5th year</u>	<u>3.70 hours per pay period.</u>	<u>96 Hours</u>	<u>96.2 Hours</u>
<u>6th year - 10th year</u>	<u>4.62 hours per pay period.</u>	<u>120 Hours</u>	<u>120.12 Hours</u>
<u>11th year - 15th year</u>	<u>5.54 hours per pay period.</u>	<u>144 Hours</u>	<u>144.04 Hours</u>
<u>16th year +</u>	<u>6.47 hours per pay period.</u>	<u>168 Hours</u>	<u>168.22 Hours</u>

Regular Part-Time Employee - Vacation Accrual Schedule

<u>Length of Service - From Hire Date</u>	<u>Vacation Accrual</u>	<u>Old Annual Rate</u>	<u>New Annual Rate</u>
<u>0 - 2nd year</u>	<u>1 hour per pay period.</u>	<u>24 Hours</u>	<u>26 Hours</u>
<u>3rd year +</u>	<u>2 hours per pay period.</u>	<u>48 Hours</u>	<u>52 Hours</u>

Maximum Accrued Time ~~for Regular Full-time Employee:~~

~~240 hours maximum on record~~

~~The maximum amount of Vacation time a Regular Full-time Employee may accrue is 240 hours. Once an employee's Vacation time reaches a maximum of 240 hours, no more hours will be credited to the employee's Vacation time until hours are used and hours on record falls below the 240-hour maximum.~~

Regular Part-time Employees - Accrual Schedule

<u>Length of Service</u>	<u>Vacation Accrual</u>
<u>0 through 2nd year</u> —	<u>2 hours per month</u>
<u>3+ years</u> —	<u>4 hours per month</u>

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Maximum Accrued Time for Regular Part-time employee:

The maximum amount of Vacation time a Regular Part-time employee (work at least 20 hours per week) may accrue is 90 hours. Once a Regular Part-time employee (work at least 20 hours per week) Vacation Time reaches a maximum of 90 hours, no more hours will be credited to the employee's Vacation Time until hours are used and hours on record falls below the 90-hour maximum.

New employees who begin work between the first and fifteenth days of the month will begin to accrue annual vacation as of the first of the month; those employed after the fifteenth day of the month will start accruing vacation on the first day of the next calendar month.

The maximum amount of Vacation Time a Regular Full-Time Employee may accrue is 240 hours. The maximum amount of Vacation Time a Regular Part-Time Employee may accrue is 90 hours. No hours will be credited to the employee's Vacation Time once an employee reaches her/his applicable maximum hours until hours are used and the balance falls below the applicable maximum.

Holiday, Sick Time and Bereavement Leave may occur while an employee is on an approved vacation and may not count as vacation time. When sickness occurs while on vacation, the period of illness may be charged as sick leave and not vacation time if a request supported by a medical certification is that made within two business days of the employee returning to work. If bereavement leave is approved within a period of vacation, the vacation may be extended, or the vacation leave may be reduced by the bereavement leave.

Exempt employees who have a minimum of one hundred twenty (120) hours of unused recorded vacation time may convert forty (40) hours of such unused vacation time to cash one time per fiscal year.

Upon termination, all employees of the District have the right to be paid for any unused vacation time accrued by the employee up the maximum allowable accrual.

Holidays that occur while an employee is on prior approved vacation will count as a holiday rather than as a vacation day. When sickness occurs within a vacation leave, the period of illness may be charged as sick leave and the charge against vacation leave reduced accordingly. Request for such action must be made within two (2) days after return from vacation and must be supported by a medical certification substantiating the illness or injury claimed.

If bereavement leave occurs within a vacation period, the vacation period may be extended to cover this period and such time charged to bereavement leave as authorized; otherwise, the vacation leave will be reduced accordingly. Upon the termination of employment, the employee shall receive payment for all accumulated vacation time up to the maximum accumulations listed above.

The following key points provide answers to the most frequently asked questions concerning Vacation Time:

- An employee in his or her initial 6-months employment is not eligible to use Vacation Time. However, an employee is accruing Vacation Time during this period that will be available upon completion of this 6-month period.
- Employees on short-term illness or Family Medical Leave Act (FMLA) leave will not accrue Vacation Time.
- Regular Full-time employees Vacation Time is accrued in hours, once a month, on the first pay period after the 15th. Regular Part-time employees Vacation Time is accrued in hours, once a month, on the first pay period of the following month.

- Upon termination from the District, employees who have completed their initial 6-month employment period will be paid in their last check for any accrued, but unused Vacation time.

SICK LEAVE

~~Sick leave is available for regular full time employees only and is intended for use on a necessity basis only. It is not intended as additional vacation or paid time off. Sick time will begin to accrue on the first day of employment and may be used after completion of six (6) months of employment.~~

Sick leave is only available for Regular Full-Time employees and is not intended as additional vacation or paid time off. Sick leave begins to accrue at the start of the first full pay period following an employee's hire date; however, employees may not use accrued sick leave until after completing six months of employment. Sick leave shall not accrue when an employee is on any type of leave, other than vacation

~~Sick leave will accrue at a rate of eight (8) hours per month during the first ten (10) years of employment. Sick leave will accrue at a rate of twelve (12) hours per month after completing ten (10) years of employment. The maximum amount of sick time an employee may accrue is 750 hours. Once an employee's Sick leave reaches a maximum of 750 hours, no more hours will be credited to the employee's Sick leave until hours are used and fall below the 750-hour maximum. Sick leave shall not accrue when an employee is on any type of leave, other than vacation.~~

Regular Full Time Employees earn Sick Leave based upon their length of service with BBRD according to the schedule below:

<u>Length of Service – From Hire Date</u>	<u>Sick Leave Accrual</u>	<u>Old Annual Rate</u>	<u>New Annual Rate</u>
<u>0 - 10th year</u>	<u>3.70 hours per pay period.</u>	<u>96 Hours</u>	<u>96.2 Hours</u>
<u>11th year +</u>	<u>5.56 hours per pay period.</u>	<u>144 Hours</u>	<u>144.56 Hours</u>

Sick leave may be used for personal illness, the death or critical illness of a member of your immediate family, to keep medical and dental appointments, and to supplement workers compensation or disability, in order to equal the employee's usual gross pay prior to the workers compensation triggering event. Holidays that occur while an employee is on Sick leave will count as a holiday rather than as a Sick leave.

If you will be absent from work due to an illness, notice must be given to your- immediate supervisor prior to or at your scheduled reporting time, each day you are absent from work due to illness. If you are to be absent and fail to comply with the rules and regulations covering sick leave, you may be subject to disciplinary action. If you are absent from work and you are unable to contact your Department Manager because of a serious emergency situation or an accident, you must contact your Department Manager as soon as you are able. ~~Management-Department Managers are~~ responsible for determining that sick leave is properly authorized and used in accordance with this policy. At the discretion of the ~~District Department Manager~~, you must furnish a written medical certification that substantiates the illness and/or injury and your need to be absent from work. Absences of three (3) or more consecutive days will require medical certifications that affirm your illness and/or injury and permits you to return to work.

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No payment shall be made for unused sick leave except at retirement, resignation or layoff. Such employees will receive pay for their accrued sick leave upon separation from employment. Payment will be at the following schedule:

~~0-5 year's service — 10%~~
~~6-10 year's service — 15%~~
~~11-15 year's service — 20%~~
~~16-20 year's service — 25%~~
~~21-25 year's service — 30%~~
~~25+ year's service — 40%~~

Holidays that occur while an employee is on Sick leave will count as a holiday rather than as a Sick leave.

Employees who retire, resign or who are laid off will receive pay for their accrued sick leave upon separation from employment. No payment shall be made for unused sick leave except at retirement, resignation or layoff.

Payment will be at the following schedule:

<u>Length of Service – From Hire Date</u>	<u>Sick Leave Payout</u>
<u>0 - 5th year =</u>	<u>10%</u>
<u>6th year - 10th year</u>	<u>15%</u>
<u>11th year - 15th year</u>	<u>20%</u>
<u>16th year - 20th year</u>	<u>25%</u>
<u>21st year - 25th year</u>	<u>30%</u>
<u>25th year +</u>	<u>40%</u>

ADDITIONAL BENEFITS

- Employees are entitled to a reduced price lunch at the lounge and 19th Hole during their working hours.
- All employees are permitted to play one game of golf a week for \$5 from November through April and two times a week from May through October at no charge for greens fees.
- All full time employees may join the ICMA Retirement Corporation Plan. The District will match employee deductions one for one up to a maximum of 3% of the employee's gross pay.

LEAVES OF ABSENCE

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FAMILY AND MEDICAL LEAVE (FMLA ELIGIBILITY)

Employees may qualify for an unpaid leave under the Family and Medical Leave Act (FMLA) for up to twelve weeks per year. FMLA can be taken as either a single block of time such as whole weeks, as part time such as single days, or in small blocks of time such as hours and in some cases less than an hour if medically necessary.

To be eligible for FMLA leave the employee must meet these criteria:

- Be employed with the District for at least 12 months
- Have worked at least 1250 hours over the previous 12 months
- Have not already exhausted any FMLA leave entitlement for the past 12 month period.

The following circumstances qualify for FMLA leave:

- Birth of an employee's child and to bond with such child within one year after birth.
- Placement of a child with an employee for adoption or foster care and to bond with such child within one year of placement.
- The employee is needed to care for a child, spouse, or parent who has a "serious health condition".
 - A child shall mean the covered employee's biological, adopted, or foster child, stepchild, legal ward, and child of a person standing *in loco parentis* who is under 18 years of age or is over 18 years of age and is incapable of self-care because of a physical or mental disability. *In loco parentis* is a person who provides day-to-day care or financial support for a child with no biological or legal relationship to the child.
 - A parent means a covered employee's biological, adoptive, step, foster or *in loco parentis* father or mother. This term does not include parents "in law".
 - A "spouse" means a husband or wife as defined under the law in the State of Florida.
- The employee is unable to perform the functions of his or her position because of his or her own "serious health condition".
- Any qualifying exigency arising out of the fact that an employee's spouse, son, daughter, or parent is a covered military member on covered active duty
- Military Caregiver Leave – 26 workweeks of job-protected leave during a single 12 month period to care for a covered service member with a serious injury or illness, if the eligible employee is a service member's spouse, son, daughter, parent or next of kin.

SERIOUS HEALTH CONDITION

An employee may take FMLA to care for a spouse, child, parent who has a serious health condition or when the employee is unable to work because of their own serious health condition.

Serious health conditions include:

- Conditions requiring an overnight stay in a hospital or other medical care facility;
- Conditions that incapacitate the employee or covered family member for more than three consecutive days and require ongoing medical treatment (either multiple appointments

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with a health care provider, or a single appointment and follow-care such as prescription medication);

- Chronic conditions that cause occasional periods when the employee or family member are incapacitated and require treatment by a health care provider at least twice a year; and
- Pregnancy (including prenatal medical appointments, incapacity due to morning sickness and medically required bed rest).

REQUESTING FMLA LEAVE

If the employee knows in advance of the need for FMLA Leave, (for example, pregnancy or planned surgery) the employee is required to give notice to the BBRD at least 30 days in advance.

If the employee learns of the need for FMLA leave less than 30 days in advance (for example, sudden illness), the employee must give BBRD notice as soon as possible (generally either the day the employee learns of the need or the next work day).

When the employee needs FMLA unexpectedly (for example, emergency medical care or an accident) and is unable to notify the District, the employee must inform the employer as soon as possible and follow the usual notice or call-in procedures when the employee is able.

A **Family and Medical Leave Request Form** must be fully completed and signed by the employee prior to the commencement date of the leave. The employee's notice must include sufficient information for the District to determine that the employee may have a FMLA qualifying reason and the anticipated timing and duration of the leave. It is imperative that the employee complete and return any forms as requested and within the required timeframe. Failure to meet those requirements may result in a delay or denial of FMLA leave. Also, failure to provide requested documentation of the reason for an absence from work may lead to termination of employment.

The employee's initial request will be acknowledged in writing within 5 business days by Human Resources, and the employee will receive the following information:

- An eligibility notice stating if the employee's leave is or is not covered under the Family Medical Leave Act. If the employee is not eligible, the HR Department will state the reason for ineligibility.
- A notice of your rights and responsibilities under FMLA including:
 - A definition of the 12 month period used to keep track of FMLA usage. The BBRD will measure the 12-month period as a "rolling 12-month period measured backward" from the date an employee uses any leave under the policy. Each time an employee takes leave, the BBRD will compute the amount of leave the employee has taken under this policy and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.
 - The right to use paid leave and whether the employee will be required to use their paid leave. BBRD requires that all available paid leave be used first and will provide the employee with their current available Paid Time Off (the amount could change based on the employee's action leave date).
 - Information on the continuation of health benefits.
 - The employee's right to return to his or her job at the end of the 12 week FMLA leave.
 - A request for medical certification as required.

MEDICAL CERTIFICATION

If Leave is due to illness, the employee must supply medical certificate indicating:

- Contact information for the health care provider
- The onset of the serious health condition
- How long it is expected to last
- Appropriate medical facts about the condition
- Whether the employee needs leave continuously or intermittently and specific information about how often, how much time and information about the medical necessity for taking intermittent leave.

Failure to return the medical certification within 15 calendar days after the request, could result in the leave not being covered under the FMLA, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

If any of the required information for certification is missing, the employee will be notified in writing. He or she must provide the missing information within 7 calendar days. If the District has concerns about the validity of the certification, it may request a second opinion at the District's cost. If the first and second opinion differs, it may request a third opinion at the District's cost. If the employee's need for leave continues for an extended period of time, or if it changes significantly, the District may require the employee to provide an updated re-certification at intervals in accordance with the FMLA.

The employee will be required to furnish a certificate stating that he or she is physically able to resume his or her responsibilities before he or she is permitted to return to work. Return to work may be delayed or denied if the appropriate documentation is not provided in a timely manner.

BENEFITS WHILE ON LEAVE

While on Leave the employee will not be eligible for paid holidays. The employee must use all PTO as a part of and at the beginning of the leave.

Group health insurance benefits will be continued on the same basis as if the employee had continued active employment. Any share of the group health plan premiums which had been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period. If premiums are raised or lowered, the employee must pay the new premium rates. Only group health insurance benefits and premium payments will be maintained during the requisite period.

Premiums for other benefits, such as additional supplemental life insurance, must be fully paid by the employee.

If a premium payments more than 30 days late, the District will provide written notice to the employee that the payment has not been received. Such notice will be mailed to the employee at least 15 days before coverage is to cease, advising that coverage will be dropped on a specified date at least 15 days after the date of the letter unless the payment has been received by that date.

Employees who fail to return from a leave and have maintained medical insurance coverage will be responsible for reimbursing the District for the Employer's portion of the premiums paid by the District while on such leave. However, the District will not send reimbursement for premiums if the

employee's failure to return to work is due to the continuation, recurrence, or the onset of a serious health condition or other circumstances beyond the employee's control.

RETURN TO WORK

During FMLA leave, the employee must provide HR with periodic reports regarding the employee's status and intent to return to work. If the employee does not contact Human Resources during that time, we will consider the employee to have voluntarily resigned from his or her position.

For a Leave in excess of one month, contact should be made no later than two weeks prior to the employee's intended return date. For a Leave less than one month in duration, contact should be made no later than five days prior the employee's intended return date. If the employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide HR with reasonable notice, i.e., within two business days of the employee's changed circumstances and new return to work date.

If the employee gives HR notice of the employee's intent not to return to work, the employee will be considered to have voluntarily resigned.

If the employee fails to return to work, the last day of leave will be considered the employee's date of resignation.

Before the employee returns to work from FMLA leave for the employee's own serious health condition, the employee may be required to submit a fitness for duty certification from the employee's health care provider, with respect to the condition for which the leave was taken, stating that the employee is able to resume work.

JOB RESTORATION

Upon return from authorized FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits and other terms and conditions of employment. In addition, an employee's use of FMLA cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA, nor be counted against the employee under a "no fault" attendance policy.

If the Leave was covered under the Family Medical Leave Act, and the employee is returning within the specified 12 week period, the employee will be notified by Human Resources whether to return to the position he or she held at the time the Leave began, or alternatively, what comparable position the employee has been assigned to. Only Human Resources is authorized to allow the employee to return to work. The employee will be required to provide proof from a physician that he or she is medically capable of returning.

The employee will not be guaranteed reemployment for FMLA in excess of 12 weeks.

If the Leave was not covered by the Family Medical Leave Act, the employee will be notified whether a position is available for him or her.

KEY EMPLOYEES

Under specific and limited circumstances, BBRD may deny job restoration to "key employees" whose restoration to employment after FMLA leave will cause substantial and grievous economic injury to

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its operations. A “key” employee must be among the highest paid 10 percent of all the employees – both salaried, non-salaried, eligible and ineligible who are employed by the employer within 75 miles of the worksite.

KEY EMPLOYEE NOTIFICATION

BBRD will:

- Notify the employee in writing of his/her status as a key employee at the time of the FMLA leave request
- For unforeseeable leave, BBRD will provide written notice at the start of the leave to inform the employee of the potential consequences regarding reinstatement.
- If the employee is already on leave, BBRD will offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice
- Once it is determined that job restoration will cause substantial economic injury, the key employee will be notified of the decision, the reasons for the determination and that he or she is still entitled to take the leave.
- After taking FMLA leave, a “key” employee is still entitled to request reinstatement and the BBRD will determine and again notify the employee as to whether reinstatement will cause severe economic injury.

DONATIONS OF SICK LEAVE

Employees with greater than eighty hours of accrued sick time, or who are separating from the District, may donate leave to an employee who has experienced an FMLA leave qualifying event from your accrued vacation or sick time on an hour to hour basis. Donations may be made under the following conditions in regard to receiving employee: he/she has not abused sick leave in the past; the illness is documented; all sick and annual leave is exhausted; and only the specific amount of leave time which is needed may be donated.

BEREAVEMENT LEAVE

The District will provide up to three days of paid bereavement leave for all District employees upon the death of an immediate family member. Part time employees will be paid for their regularly scheduled hours.

For purposes of this policy, “immediate family” is defined as the employee’s or the employee’s spouse’s parents, siblings, children, grandparents, grandchildren, the employee’s spouse, or any other relative who resides in the employee’s household. If an employee must travel out of state for this purpose, five (5) days of paid bereavement leave will be granted.

Employees should direct all requests for Bereavement Leave to their Department Manager or to the Community Manager.

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While on Bereavement Leave, an employee will be paid at straight time for the hours the employee was scheduled to work on the days missed.

JURY LEAVE

All employees of the District who are called for jury duty will be granted time off with pay to perform this civic duty for the hours that they are scheduled for work. Employees must notify their immediate supervisor as soon as they learn they have been summoned as a juror so that work arrangements can be made. In order to be paid for Jury Leave, an employee must provide his or her immediate supervisor with the jury summons and a note from the Clerk of the Court indicating the times the employee was in court for jury duty. The District will pay employees straight time for their regularly scheduled hours of work, for up to five days of jury service. An employee who is excused from jury duty prior to the end of a regularly scheduled workday must notify the Department Manager who will determine if the employee is to report for work for the remainder of that day.

MILITARY LEAVE

The District will grant Regular full-time employees called into temporary active military service an unpaid leave of absence and reemployment rights as per Uniformed Services Employment and Reemployment Rights Act (USERRA) provided that:

- The employee provides advance written or verbal notice of service within a reasonable amount of time.
- The cumulative service is 5 years or less
- The employee returns to work or applied for re-employment in a timely manner after the conclusion of service:
 - Less than 31 days = next work period beginning at least 8 hours after arriving home
 - 31-180 days = Within 14 days, or if not possible then next full day after it becomes possible
 - Over 180 days = no later than 90 days.
- The employee has not been separated from service with a disqualify discharge or under other than honorable conditions.

The employee has the right to elect to continue existing employer-based health plan coverage for the employee and dependents for up to 24 month while in the military and if the employee chooses not to continue coverage, generally has the right to be reinstated in the health plan upon re-employment without any waiting periods or exclusion.

Upon re-employment, the employee must be reinstated to the job and benefits that he or she would have attained if the employee had not been absent due to military service, or in some cases, a comparable job.

Employees may use accrued vacation time during a military leave of absence, but are not required to do so.

Unpaid military leave will be granted in accordance with U.S. Federal law.

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DOMESTIC VIOLENCE LEAVE POLICY

In accordance with Florida Statute 741.313, an employee may be granted up to three (3) working days of leave (unpaid or paid if the employee chooses to use Vacation Time) if the employee (or a family or household member of the employee) is the victim of domestic violence.

NOTE: "Family or household" means spouse, former spouse(s), persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family and persons who are parents of a child in common (regardless of whether they have been married). With the exceptions of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same dwelling unit.

Reasons this leave can be requested include:

1. To seek an injunction for protection against domestic violent or an injunction for protection in cases of repeat violence, dating violence, or sexual violence.
2. To obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence.
3. To obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter, program or a rape crisis center as a result of the act of domestic violence.
4. To make your home secure from the person responsible for the domestic violence or to seek new housing to escape this person.
5. To seek legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court related proceedings arising from the act of domestic violence.

Except in cases of imminent danger to the health or safety of you or your family or household member, and employee must provide appropriate advance notice of the need for leave, along with sufficient documentation of the act of domestic violence or sexual violence. This documentation may include copies of restraining orders, police reports, orders to appear in court, etc.

RETURNING/NOT RETURNING FROM A LEAVE OTHER THAN FMLA

When an employee is ready to return from a leave of absence without pay, the District will attempt to reinstate the employee to his or her former position or to one with similar responsibilities on a case by case basis.

An employee who returns to work following an unpaid leave will be considered as having continuous service. If an employee does not return from an unpaid leave of absence without pay, the termination date is the last day of the authorized leave period or the date the employee notifies his or her supervisor or manager that he or she is not returning, whichever is sooner. Such employees may be considered for reemployment.



ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I have received the current **Barefoot Bay Recreation District Employee Handbook -Amended by Barefoot Bay Recreation District Board of Trustees and Approved on September 9, 2016**. I have read and understand the material covered. I have had the opportunity to ask questions about the policies in this handbook, and I understand that any future questions that I may have about the handbook or its contents will be answered by the Community Manager or his or her designated representative upon request. I agree to and will comply with the policies, procedures, and other guidelines set forth in the handbook. I understand that the District reserves the right to change, modify, or abolish any or all of the policies, benefits, rules, and regulations contained or described in the handbook as it deems appropriate at any time, with or without notice. I acknowledge that neither the handbook nor its contents are an express or implied contract regarding my employment.

I further understand that all employees of the District, regardless of their classification or position, are employed on an at-will basis, and their employment is terminable at the will of the employee or the District at any time, with or without cause, and with or without notice. I have also been informed and understand that no officer, agent, representative, or employee of the District has any authority to enter into any agreement with any applicant for employment or employee for an employment arrangement or relationship other than on an at-will basis and nothing contained in the policies, procedures, handbooks, or any other documents of the District shall in any way create an express or implied contract of employment or an employment relationship other than one on an at-will basis.

This handbook is the District property and must be returned upon separation.

Signature

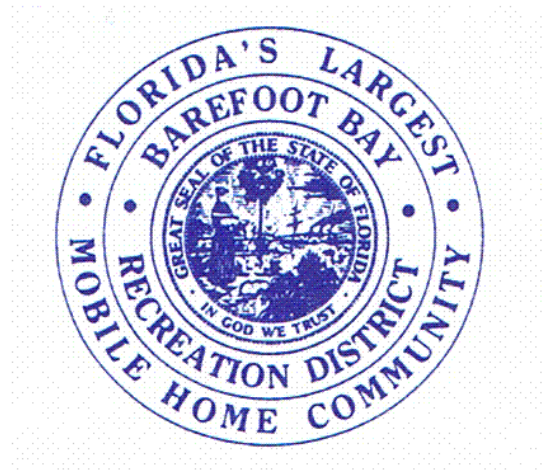
Date

Printed Name

Commented [JC1]: To be updated based on actual date of adoption by the BOT

Board of Trustees Meeting Agenda Memo

Date: October 12, 2018
Title: 2019 Independence Week
Fireworks Display
Section & Item: 9H
Department: Property Services: Recreation
Fiscal Impact: \$10,000 (FY19 Budget of \$10,300)
Contact: Kathy Mendes, Food & Beverage
Manager; Matt Goetz, Property Services
Manager
Attachments: Proposal from Zambelli Fireworks
Manufacturing Company
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Waiver of second bid requirement and approval of the attached proposal.

Background and Summary Information

The FY19 Budget contains \$10,300 in the Property Services Department: Recreation Sub-Department: Resident Activities line-item for the second annual fireworks display on the Sunday before Independence Day. Zambelli was the vendor who provided the 2018 display staff and residents were very happy with their product. Hence, staff solicited a new proposal from the company for the June 30, 2019 display.

Staff, recommends the BOT waive the second bid requirement and approve the proposal from Zambelli in the amount of \$10,000.00.

ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 12th Day of September, 2018, by and between:

Zambelli Fireworks Manufacturing Co. of New Castle, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

Barefoot Bay Recreation District (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below (hereinafter referred to as the "Postponement Date") if the Display is postponed as provided herein, which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

Display Date: June 30, 2019 Postponement Date: _____ (July 3 – 5 not available)

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of **\$10,000** (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due at noon three (3) days prior to the Display Date. Zambelli reserves the right to add to Client's invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third party shipping costs) to Zambelli after the date of this Contract. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless

otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.

5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:
 - (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
 - (b) Zambelli will secure all permits necessary for the Display as required, including but not limited to police, local, and state permits, and arrange for any security bonds or insurance as required by law. In addition Zambelli will notify and obtain permission from the FAA to display fireworks. Client will assist Client when appropriate in completing permit applications.
 - (c) **If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.**
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police and monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as

reasonably determined by Zambelli, the Display will be cancelled and there will be no refund of the Deposit or fifty percent (50%) of the Purchase Price, whichever is greater.

11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
 - (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (c) If Client cancels the Display from five (5) days prior the Display to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.
12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character or performance of the Display.
13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
15. This contract shall be deemed made in the State of Florida and shall be construed in accordance with the laws of the State of Florida, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the State of Florida and the Federal District Court for the Southern District of Florida to decide all disputes regarding this Contract.
16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.

18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorney's fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.
21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to
23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
24. _____

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR Client:

FOR: Zambelli Fireworks Manufacturing Co.

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

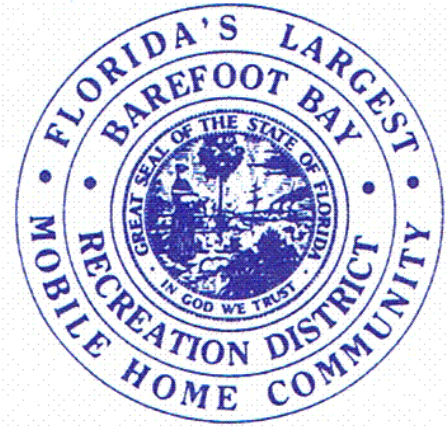
Please sign contract where indicated for Client and return all copies for final acceptance to:

Zambelli Fireworks Manufacturing Co.
1060 Holland Drive, Suite J
Boca Raton, FL 33487
561-395-0955 FAX 561-395-1799

Board of Trustees Meeting Agenda Memo

Date: October 12, 2018
Title: New Administration Building Furniture
Section & Item: 9I
Department: R&M/Capital
Fiscal Impact: \$18,482.00 plus shipping

Contact: Charles Henley, Finance Manager; John W. Coffey, Community Manager
Attachments: Lists of furniture per space and vendor
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Authorization to waive second quote requirement and for Community Manager to proceed with procurement of furniture for the New Administration Building.

Background and Summary Information

Due to new configuration of workspace in the New Administration Building and age/condition of some existing furniture, the procurement of supplemental furniture is warranted. Staff exhaustively searched for the most economical yet efficient use of space and have assembled the attached list of items from five vendors. The costs of purchases from four vendors falls within the procurement authority of the Community Manager. Due to the sensitive nature of the procurements, staff believes it is in the best interest of BBRD to seek BOT authorization to purchase said items in a transparent manner. The detailed floor plans of each space and the product information pages are available for inspection in the Old Administration Building (they are not attached due to the excessive amount of pages).

Although this portion of the project is not specifically budgeted in FY19, there is adequate fund balance within the General Fund for this project.

Staff recommends the BOT 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.

Furniture by Space

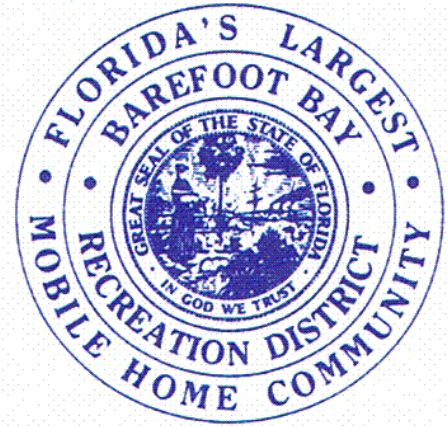
Description	Room	Units	Unit Cost	Total Cost	Vendor
Desk	110 - Community Manager	1	2,089.00	2,089.00	NationalBusiness Furniture.com
Cradenza*	110 - Community Manager	1	-	-	NationalBusiness Furniture.com
Hutch*	110 - Community Manager	1	-	-	NationalBusiness Furniture.com
Lateral File*	110 - Community Manager	1	-	-	NationalBusiness Furniture.com
Book Shelf	110 - Community Manager	1	269.00	269.00	NationalBusiness Furniture.com
Round Table	110 - Community Manager	1	160.00	160.00	NationalBusiness Furniture.com
Chair	110 - Community Manager	1	130.00	130.00	OfficeDepot.com
* Indicates included in cost of Desk					
Round Table	109 - District Clerk	1	160.00	160.00	NationalBusiness Furniture.com
Book Shelf	109 - District Clerk	1	269.00	269.00	NationalBusiness Furniture.com
Desk	109 - District Clerk	1	270.00	270.00	OfficeDepot.com
Desk	120 - Mgmt. Analyst (future)	1	849.00	849.00	NBF.com
Chair	121 - Mgmt. Analyst (future)	1	130.00	130.00	OfficeDepot.com
Desk	121 - District Clerk Admin. Asst.	1	849.00	849.00	NBF.com
Round Table	106 - Trustee	1	229.00	229.00	OfficeFurniture.com
Round Table	105 - Resident Relations Manager	1	229.00	229.00	OfficeFurniture.com
Lateral File	105 - Resident Relations Manager	1	1,089.00	1,089.00	OfficeFurniture.com
Lateral File	105 - Resident Relations Manager	1	395.00	395.00	OfficeFurniture.com
Work Station	104 - RR/DOR Work Room	4	1,269.00	5,076.00	OfficeFurniture.com
Round Table	104 - RR/DOR Work Room	1	229.00	229.00	OfficeFurniture.com
Chair	104 - RR/DOR Work Room	4	130.00	520.00	OfficeFurniture.com
Chairs	102 - Reception	2	170.00	340.00	OfficeDepot.com
Desk	114 - Accounting	1	678.00	678.00	BTOD.com
Chairs	114 - Accounting	4	130.00	520.00	OfficeDepot.com
Chairs	103 - Multipurpose	60	48.00	2,880.00	OfficeFurniture.com
Table	101 - Waiting	2	191.00	382.00	OfficeChairsUSA.com
Chairs	101 - Waiting	3	290.00	870.00	OfficeChairsUSA.com
				18,612.00	Total (excluding shipping)

Furniture by Vendor

Description	Room	Units	Unit Cost	Total Cost	Vendor
Desk	114 - Accounting	1	678.00	<u>678.00</u>	BTOD.com
				678.00	
Desk	110 - Community Manager	1	2,089.00	2,089.00	NBF.com
Cradenza*	110 - Community Manager	1	-	-	NBF.com
Hutch*	110 - Community Manager	1	-	-	NBF.com
Lateral File*	110 - Community Manager	1	-	-	NBF.com
Book Shelf	110 - Community Manager	1	269.00	269.00	NBF.com
Round Table	110 - Community Manager	1	160.00	160.00	NBF.com
Round Table	109 - District Clerk	1	160.00	160.00	NBF.com
Book Shelf	109 - District Clerk	1	269.00	269.00	NBF.com
Desk	120 - Mgmt. Analyst (future)	1	849.00	849.00	NBF.com
Desk	121 - District Clerk Admin. Asst.	1	849.00	<u>849.00</u>	NBF.com
* Indicates included in cost of Desk				4,645.00	
Table	101 - Waiting	2	191.00	382.00	OfficeChairsUSA.com
Chairs	101 - Waiting	3	290.00	<u>870.00</u>	OfficeChairsUSA.com
				1,252.00	
Chair	110 - Community Manager	1	130.00	130.00	OfficeDepot.com
Chair	121 - Mgmt. Analyst (future)	1	130.00	130.00	OfficeDepot.com
Desk	109 - District Clerk	1	270.00	270.00	OfficeDepot.com
Chairs	102 - Reception	2	170.00	340.00	OfficeDepot.com
Chairs	114 - Accounting	4	130.00	<u>520.00</u>	OfficeDepot.com
				1,390.00	
Round Table	106 - Trustee	1	229.00	229.00	OfficeFurniture.com
Round Table	105 - Resident Relations Manager	1	229.00	229.00	OfficeFurniture.com
Lateral File	105 - Resident Relations Manager	1	1,089.00	1,089.00	OfficeFurniture.com
Lateral File	105 - Resident Relations Manager	1	395.00	395.00	OfficeFurniture.com
Work Station	104 - RR/DOR Work Room	4	1,269.00	5,076.00	OfficeFurniture.com
Round Table	104 - RR/DOR Work Room	1	229.00	229.00	OfficeFurniture.com
Chair	104 - RR/DOR Work Room	4	130.00	520.00	OfficeFurniture.com
Chairs	103 - Multipurpose	60	48.00	<u>2,880.00</u>	OfficeFurniture.com
				10,647.00	
				18,612.00	Total (excluding shipping)

Board of Trustees Meeting Agenda Memo

Date: October 12, 2018
Title: Barefoot Bay Realty Lease Revocation
Section & Item: 9J
Department: Shopping Center
Fiscal Impact: \$14,625 (Annually) in rent, CAM and property taxes
Contact: Charles Henley, Finance Manager; 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

Revoke lease offer to Barefoot Bay Realty, Inc. and direct staff to re-list the unit for lease.

Background and Summary Information

On August 13th, BBRD received the attached letter of intent and application. Due to the BOT's instructions to staff last year not to entertain competing businesses in consideration of vacant unit leases, the Community Manager directed Charles Henley, Finance Manager (and manager of Shopping Center leases) to inform the applicant of staff's inability to present the proposal to the BOT. The Community Manager also copied the BOT on the e-mail for transparency purposes.

On August 21st, Trustee Wheaton requested that the application be placed on the agenda for consideration. At said meeting the following action was taken by the BOT:

Mr. Cavaliere made a motion to approve the lease. Mr. Lavier passed the gavel to Mr. Diana. Second by Mr. Lavier. Mr. Diana opposed. Motion carried 3-1.

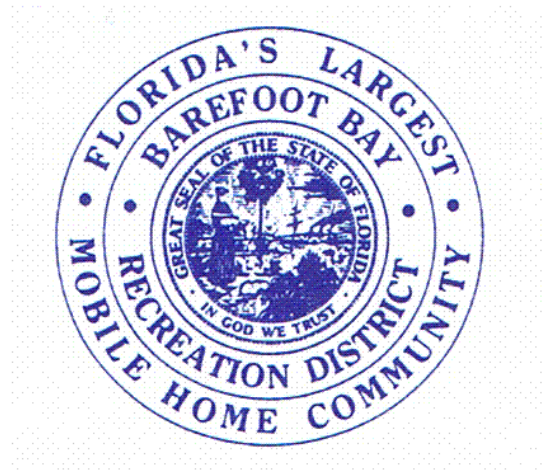
The following is a summary of steps taken to execute the lease:

- 8/28 BOT approved the proposed lease
- 8/29 Lease requested from BBRD General Counsel Repperger
- 8/31 Received notice that lease was good to go from BBRD General Counsel Repperger
- 8/31 Draft lease sent to BBRD's realtor agent Brian Fernandez
- 9/4 Called Geraldine Mize regarding lease
- 9/11 Follow up with BBRD's Realtor regarding lease agreement
- 9/11 Called Geraldine Mize regarding lease
- 9/27 Visited with Geraldine Mize regarding lease
- 9/28 Met with Geraldine Mize regarding lease
- 10/2 Called Geraldine Mize regarding lease and informed her that if lease was not signed by COB October 4, 2018, that staff would request the BOT revoke the agreement and allow staff to re-list the unit for lease)

Due to the apparent unwillingness of the lease to sign the lease, staff recommends the BOT revoke the lease agreement and instruct staff to re-list the unit for lease.

Board of Trustees Meeting Agenda Memo

Date: October 12, 2018
Title: Donation Request
Section & Item: 9K
Department: Office of District Clerk
Fiscal Impact: N/A
Contact: John W. Coffey, Community Manager
Attachments: Donation request and excerpt from Policy Manual
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Approval/denial of donation request by Holy Cannoli for the purchase of an outdoor refrigerated sandwich prep unit to be used by Food & Beverage.

Background and Summary Information

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

If approved, staff will cost out the unit and seek regulatory permission to use prior to accepting the donation and making the purchase.

Staff recommends the BOT accept the donation from the owners of Holy Cannoli.

***Holy Cannoli
311 Barefoot Boulevard
Micco, FL 32976***

*Dawn Meyers
District Clerk
Barefoot Bay Recreation District*

Dear Dawn,

My partner and I would like to make a donation to Barefoot Bay Recreation District Food and Beverage. As you are aware I have been concerned about the lack of refrigeration outdoors at the area behind Pool 1 and the Lounge. We would like to donate \$2,000.00 for the purchase of a refrigerated sandwich prep unit to be utilized in this area. Kathy has indicated she may have an opportunity to purchase a reconditioned used unit which will cost less than this donation. Please be advised that she is free to do what she thinks is best for her department with any money left after this purchase. The only stipulation we have is that she does purchase a refrigerated unit to be used in this area.

Thank you for considering this donation.

*Frank N. Cavaliere
John McCarthy
Owners Holy Cannoli Bakery*

Exhibit A
Barefoot Bay Recreation District Policy Manual
GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

5. Any function that leaves the facilities in an unclean manner shall be charged a \$100.00¹³² clean-up fee. If the fee is not paid, the entity will lose their privileges until the matter is settled.
6. Due to insurance requirements, the slicer, deep fryer¹³³ and use of grill in Building A are not available for use by non-staff persons. District personnel will provide said services when requested. A fee of \$15.00 per hour will be charged for this service for the slicer or deep fryer. A \$50.00 fee for grill service for two hours, additional hours \$15.00 per hour.¹³⁴
7. The gas grill is available for use at Pool 1 by residents and their guests on a first come, first served basis.¹³⁵
8. Residents must wipe the grill and cooking area clean when cooking is complete.
9. Residents assume all responsibility for food safety.
10. Due to the potential risks, residents using grills are required to sign a waiver and assume all responsibility for the cooking and safety of the prepared food.
11. Residents must provide their own cooking tools.
12. All commercial entity hosted for-profit, revenue-based, food service special events, excluding outside commercial entity catering and/or simple food delivery for resident or club-hosted meetings or special events, are prohibited from being held in any District owned facilities.¹³⁶
13. Any private commercial caterer and/or event planner providing food-related services for any resident or club-hosted meeting or special event, excluding simple food service delivery, shall be required to execute an indemnification and hold harmless agreement in favor of the District related to any food-related services provided.

3.5 Guidelines for Gift and or Memorials for the Barefoot Bay Recreation District¹³⁷

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

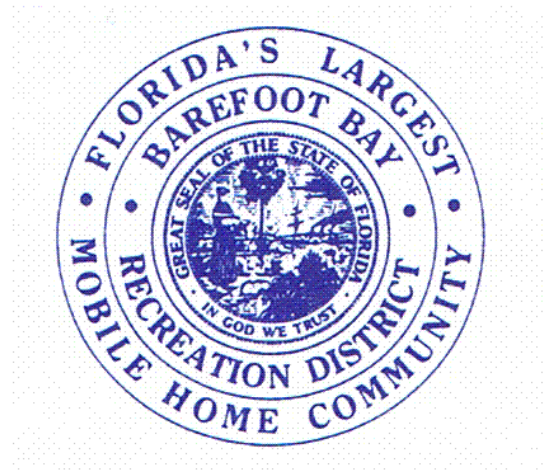
1. No gifts or memorials may be considered until the person has been deceased for more than 90 days.
2. Residents desiring to donate gifts and/or memorials shall work with staff to determine the costs of the memorial or item. The cost of the item will be presented to the donor. BBRD will purchase the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

Exhibit A
Barefoot Bay Recreation District Policy Manual
GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

6. The acceptance, placement, use and removal of gifts and memorials are at the sole discretion of the District.
7. Plaques for all memorials shall not be considered permanent, and will be removed at the sole discretion of the District when they deteriorate.

Board of Trustees Meeting Agenda Memo

Date: October 12, 2018
Title: Pool #3 Heater Replacement
Section & Item: 9L
Department: Property Services: Pools
Fiscal Impact: \$10,892.00 (FY19 Budget of \$12,000)
Contact: Matt Goetz, Property Services Manager;
or John W. Coffey, Community Manager
Attachments: Quote
Reviewed by
General Counsel: No
Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Review and award of contract by the Community Manager.

Background and Summary Information

The FY19 R&M/Capital Department Budget contains funding for the replacement and upgrade of the existing 400,000 BTU heater to a larger (1,000,000 BTU) gas heater for Pool #3. Pools #1 & #2 heaters were similarly upgraded in FY18. The vendor who replaced the heaters in Pools #1 & #2 has submitted a bid as attached.

Staff recommends the BOT award contract to The Gas Man in the amount of \$10,892 for a Pool #3 replacement heater while waiving the second quote requirement.



INVOICE C 1338

130 Mar Len Drive
Melbourne Beach, FL 32951
Email: ericthegasman@yahoo.com

<input type="checkbox"/> SERVICE <input type="checkbox"/> CONNECT <input type="checkbox"/> INSTALL <input checked="" type="checkbox"/> ESTIMATE		WORK # HOME # CELL/PAGER #	DATE OF INVOICE DATE SERVICED 9-14-18
CUSTOMER NAME/ADDRESS DAVEPORT BAY 1344 GARDENIA DR. BB 32974		MAKE POOL #3 MODEL SERIAL	
ITEMS TO BE SERVICED		PROBLEM REPORTED	
QUAN	PARTS OR MATERIAL USED	AMOUNT	
-	KAYPAK COMMERCIAL 926		
-	IDENTICAL TO POOL #2		
	\$10,892.00		
	INSTALLED		
WORK PERFORMED: # 30 DAY LEAD TIME			
A \$25 late fee is added to all invoices not paid within 30 days of service.		MATERIALS	
		LABOR	
		SUBTOTAL	
		TAX	
		TOTAL DUE	
CUSTOMER UNDERSTANDS AND AGREES THAT WORK HAS BEEN PERFORMED IN A SATISFACTORY MANNER AND IN SAFE OPERATING CONDITION. CUSTOMER HAS ALSO BEEN ADVISED THAT THEIR GAS SUPPLIER IS TO BE CONTACTED IMMEDIATELY FOR GAS ODORS DETECTED, POSSIBLE GAS LEAKS, CORRECTIONS OR CHANGES TO GAS SYSTEM, AND PERIODIC MAINTENANCE TO GAS SYSTEM.			
CUST. SIGN.		DATE 9-14 PERFORMED BY: Eric	

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: October 12, 2018

Subject: 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.

Interesting Facts:

- 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.

Golf-Pro Shop

- **Projects**
 - Bunker project sod replacement, and repair began Oct 8th
 - 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)
- 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 west 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

General Information

- **BOT NRP Sub-Committee Meeting** – The BOT sub-committee will meet on Wednesday, October 10th in Building D at 2pm.

Attorney's Report

Incidental Remarks from Trustees

Adjournment