

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

Friday, October 13, 2017

1:00 PM

1225 Barefoot Boulevard, Building D/E



BAREFOOT BAY RECREATION DISTRICT

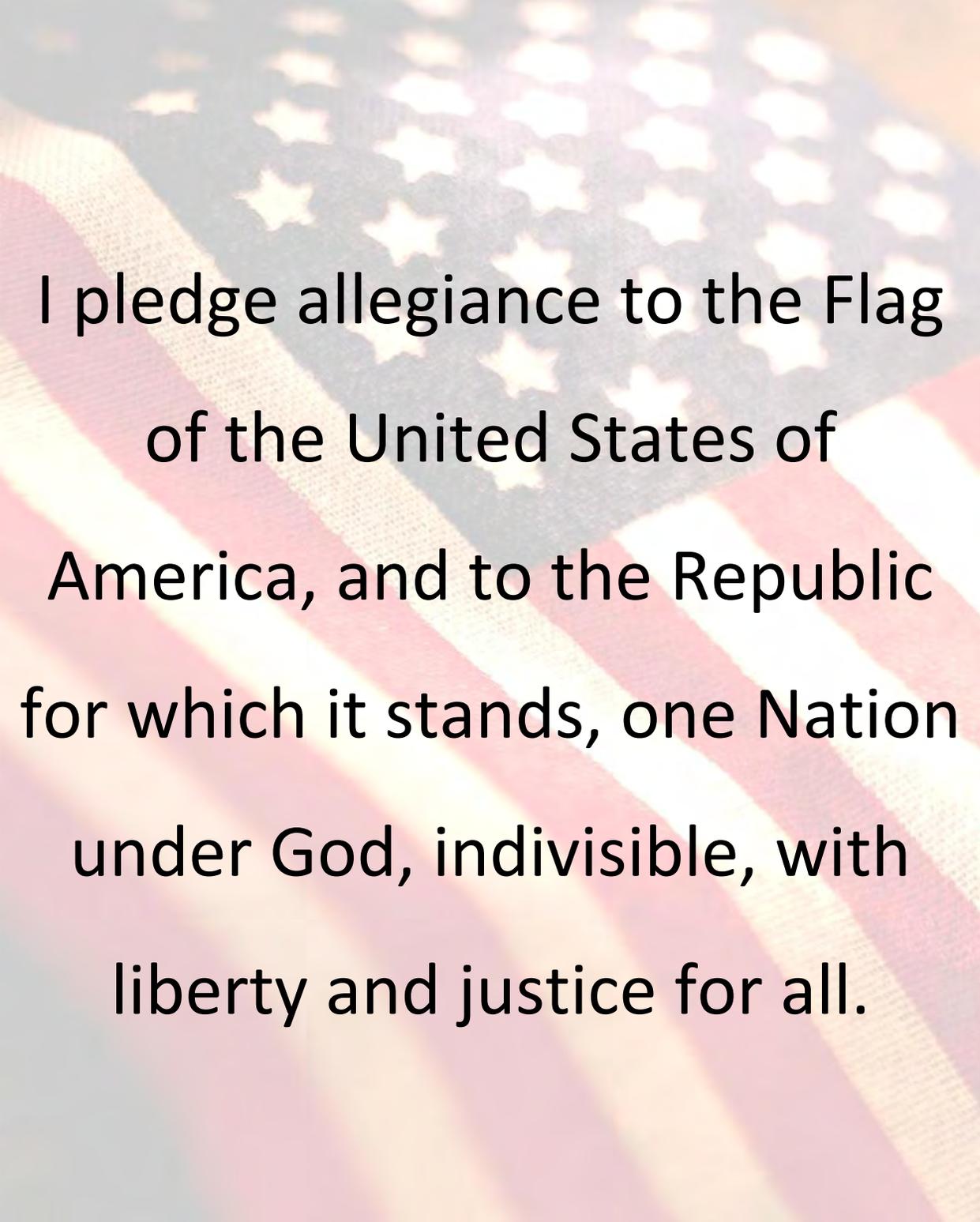
Barefoot Bay Recreation District Regular Meeting
Friday, October 13, 2017 at 1 P.M.
Building D&E

AGENDA

Please turn off all cell phones

1. Thought for the Day
2. Pledge of Allegiance to the Flag
3. Roll Call
4. Presentations and Proclamations
 - A. Columbus Day Proclamation
 - B. Joe's Club Presentation
5. Approval of Minutes
6. Treasurer's Report
7. Audience Participation
8. Unfinished Business
 - A. DOR Violation 17-001058 581 Tarpon Drive
9. New Business
 - A. DOR Violations
 - i. Violation 17-002427 932 Sequoia Street
 - ii. Violation 16-004577 903 Wren Circle
 - B. Replacement Building F Project Construction Plans Approval
 - C. Replacement Building F RFP Process
 - D. Replacement Building F RFP Committee Establishment
 - E. DOR Mail Ballot Election Amendment Certification and Approval
 - F. ARC Committee Appointments
 - G. Property Services Utility Cart & (3) Golf Carts Award of Contract
 - H. Building D/E Video System Upgrade and Replacement
 - I. Golf Course Winter Overseeding Award of Contract
 - J. Policy Manual Revisions
 - K. Rules of the BOT Revision
 - L. Audit Communications Letter
 - M. Employee Incentives Discussion
 - N. Golf Course Cart Barn Repairs
 - O. Softball Field Fence 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.



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

Roll Call

Trustees

Chairman - Mr. Diana

1st Vice Chair - Mr. Lavier

2nd Vice Chair – Ed Geier

Secretary - Mr. Klosky

Treasurer - Mr. Cavaliere

Also Present

General Counsel- Cliff Repperger, Jr., Esq.

Community Manager - John W. Coffey

District Clerk - Dawn Myers

Approval of Minutes



BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Regular Meeting
September 15, 2017
1 P.M. –Building D&E**

Meeting Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on September 15, 2017 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Diana called the meeting to order at 1:00 P.M.

Mr. Diana stated that he hoped the residents of Barefoot Bay fared well in the hurricane. He spoke to the essential emergency staff who sheltered in place during Hurricane Irma and whose efforts helped bring Barefoot Bay up and running again as quickly as possible after the storm. He commended all emergency staff for exceling in their roles and following the process within the BBRD Emergency Plan seamlessly.

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. Lavier.

Roll Call

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

Presentations

Mr. Diana presented proclamations to Richard Moran and Heather Copithorne for their part in developing and implementing youth activities and in particular, the summer swim event, enjoyed by BBRD children and parents for the past two summers.

Mr. Lavier made a motion to approve the youth swim proclamations for Richard Moran and Heather Copithorne. Second by Mr. Geier. Motion carried unanimously

Mr. Cavaliere applauded the emergency team that worked in Barefoot Bay pre, during and post Hurricane Irma and maintained that this sort of dedication must be publically acknowledged. He recognized Dawn Myers, District Clerk, for her work with Brevard County transportation and evacuations as well as the communications throughout the storm along with the emergency hotline operators, Sally Ann Biondollilo and Chuck Kelly. He voiced appreciation for Mr. Coffey, Matt Goetz, Property Services Manager, Pat Diamond, Crew Lead and Danny Gilbert, Building Maintenance Technician for their part in securing the Bay before the storm, sheltering in place during the storm and helping remove debris and restore the amenities directly after the storm.

Mr. Geier also shared his gratitude for the emergency team. He thanked them for helping remind him of how fortunate he is to live in a community where not only the residents, but staff as well, all work together



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for the safety and betterment of the community. He thanked Mr. Coffey for his great leadership role during the emergency and thanked Mr. Diana for doing his part in helping Ms. Myers answer phones for anxious homeowners both here and up north during the evacuation period.

Mr. Diana also thanked Mr. Geier for his help in answering the phones in the same time period during evacuations. He echoed the sentiments of his colleagues declaring that he too was proud of the entire emergency team's efforts and stated, "We are Barefoot Bay strong."

Minutes

Mr. Klosky made a motion to approve the minutes dated August 22, 2017. Second by Mr. Lavier. Motion carried unanimously.

Treasurer's Report

No Treasurer's Report available due to Hurricane Irma.

Mr. Klosky made a motion to table the Treasurer's report until the next meeting. Second by Mr. Lavier. Motion carried unanimously.

Audience comment on Agenda Items

Ms. Joy Liddy commended the District for their response to the aftermath of Hurricane Irma and for those employees that stayed throughout the storm as she and her staff also stayed in the community during the storm. She inquired about the debris left behind in the aftermath of the hurricane and when it will be picked up. Mr. Coffey explained that Brevard County Waste Management have contracted with outside vendors to retrieve the debris. That should begin shortly.

Unfinished Business

DOR Violation 17-001058 581 Tarpon Drive

Mr. Geier made a motion to table DOR Violation 17-001058 581 Tarpon Drive until the next meeting. Second by Mr. Lavier. Motion carried unanimously.

New Business

DOR Violation 17-002427 932 Sequoia Street

Mr. Cavaliere made a motion to table the DOR Violation 17-002427 932 Sequoia Street until the next meeting. Second by Mr. Geier. Motion carried unanimously.

Request for Waiver of Social Membership Fee: 412 Papaya Circle

Ms. Joy Liddy requested a waiver of the social membership fee that has been triggered due to the transfer of her husband's name, in the form of a Trust on their homeowner's deed after his passing to her name as right of survivor five years ago. Ms. Liddy stated that her name was on the original deed, however Trust rules dictated that her deceased husband's name must be removed thereby triggering a social membership fee per past social membership policy that a fee must be paid when ownership on the deed is transferred even in name only. The current policy has been amended so that the name only transfer does not trigger a new social member fee. General Counsel opined that it is within the Board's discretion to apply the new rules to this past situation or retro activate the old social membership policy. He stated that the statute of



BAREFOOT BAY RECREATION DISTRICT

limitations policy would prevent the District from collecting on other transfers from the past and this situation in particular will be outside of the statute of limitations in less than a year. He explained that should this action have been discovered at the time it would have most likely been exempt. Mr. Coffey stated that the Board could make a determination on future situations like this on a case by case basis but cautioned that if the waiver is applied today other similar issues may arise that would encourage others to ask for waivers as well in their situation as well. Lengthy discussion ensued.

Mr. Cavaliere made a motion to deny the waiver on the social membership fees from 1997, 2002 and 2012. Second by Mr. Lavier.

Mr. Cavaliere amended his motion to include the language "years 1997 and 2002 waiver cannot be denied due to statute of limitations the waiver being denied is only for year 2012". Second by Mr. Lavier.

Mr. Geier opposed. Motion carried 4-1

Mr. Cavaliere made a motion to begin collection process. Second by Lavier. Mr. Geier and Mr. Diana opposed. Motion carried 3-2.

Deck the Halls Request for Direct Payment of FY18 Funds

Due to the number and size of decorations planned for purchase by the Deck the Halls club, staff recommended using \$3,000 of the budgeted \$10,000 for Christmas decorations toward the purchase of an additional storage shed. The Deck the Halls club has also requested the release of the remaining \$7,000.00 in the first check run of FY18 to procure decorations in time for the 2017 Christmas season.

Mr. Geier made a motion to spend \$3,000 on the shed and the remaining \$7,000 in a check to the Deck the Halls Club. Second by Mr. Geier. Motion carried unanimously.

Liability & Workers' Compensation Insurance Award Approval

Staff presented two quotes for Liability and Worker's Comp Insurance, one from our current provider Public Risk Insurance Agency (PRIA) and the second from Florida Municipal Insurance Trust (FMIT). Mr. Coffey noted that the quote from FMIT is a \$52,000 saving from our current provider and includes wind damage to the pier which we currently do not have.

Mr. Matt Montgomery from PRIA, discussed the District's long term relationship without incident. He stated that he would like to try to maintain the good working relationship developed in the last 8 years and asked that the Board allow General Counsel the time to review the new policy to ensure the summaries are comparable as he had not had the time due to the disruption from the hurricane.

General Counsel Repperger cautioned the Board on making a decision at this time and requested time to review that the summaries from both agencies are apples to apples.

Mr. Cavaliere made a motion to accept the quote from FMIT for Liability and Worker's Comp insurance. Second by Mr. Lavier. Motion carried unanimously.

Employee Health Insurance Renewals

Participating employees have been insured for medical coverage under United Health Care (UHC) since October 1, 2015. Due to a majority of employees not financially able to accept the current family health plans with UHC, staff researched alternate health plans for a savings of \$12,144 from the FY18 Budget. Staff recommended the Board adopt three plans:



BAREFOOT BAY RECREATION DISTRICT

Health First's POS HFHP VC5 6105 plan at 80% BBRD costs

Health First's HFHP HDHMO 6600 w/Copay 6020 at 80% BBRD costs

Health First's HFHP HDHMO 2500/80 Copay 6003 at 80% BBRD costs

Mr. Lavier made a motion to accept staff's recommendation for health insurance through HFHP. Second by Mr. Geier. Motion carried unanimously.

Mr. Cavaliere made a motion to accept staff's recommendation for renewal of dental insurance with UHC. Second by Mr. Klosky. Motion carried unanimously.

Mr. Klosky made a motion to accept staff's recommendation for renewal of vision insurance through UHC. Second by Mr. Cavaliere. Motion carried unanimously.

Mr. Klosky made a motion to accept staff's recommendation for renewal with MET Life Voluntary Supplemental insurance. Second by Mr. Lavier. Motion carried unanimously.

Mr. Lavier made a motion to accept staff's recommendation for renewal with MET Life for Life & ADD insurance. Second by Mr. Cavaliere. Motion carried unanimously.

Certification of Amended and Restated DOR

General Counsel Repperger requested tabling this item until the next meeting.

Mr. Klosky made a motion to table this agenda item until the next meeting. Second by Mr. Lavier. Motion carried unanimously.

Discussion of Pool #2 Pit Replacement Project

Mr. Coffey requested direction from the Board regarding soliciting quotes for the budgeted Pool #2 Pit Replacement in an effort to avoid a winter season start date for this project.

Mr. Klosky made a motion to wait until the first of 2018 to re-start soliciting bids for a non-winter season commencement date. Second by Mr. Lavier. Motion carried unanimously.

FY19 Budget Preparation Calendar

Mr. Coffey presented the schedule of meetings for the upcoming FY19 budget workshops for approval by the Board.

Mr. Klosky made a motion to approve the FY19 Budget preparation calendar. Second by Mr. Geier. Motion carried unanimously.

Manager's Report

Food and Beverage

1. Re-openings

- The Lounge is back to normal hours of operations.
- The 19th Hole and Pasta Night will resume once the Golf Course re-opens.

2. Annual Summer Games and Chili Cook Off – The event is postponed to a date in the future to be determined. Instead there will be a street dance this Sunday (17Sep17) with *Three Ring Circus* providing the entertainment. The grill will open at noon.

Resident Relations

3. ARCC Updates:



BAREFOOT BAY RECREATION DISTRICT

The meeting scheduled for Tuesday 19Sep17 is canceled. The next ARCC meeting will be 03Oct17 at 9am in the BFBHOA office.

4. **Violations Committee Updates:**

The meeting scheduled for 08Sep17 was canceled due to Hurricane Irma. All cases scheduled for the 8th will be added to the agenda for 22Sep17 at 10am in D/E.

Golf-Pro Shop

5. **Re-opening**

- Staff anticipates re-opening the golf course to play on Tuesday, 26Sep17.

Special Projects

- ABM-BBRD Contract: Met with General Counsel Repperger and anticipate proposed amended agreement to be on the 13Oct17 BOT agenda for consideration.
- Golf course drainage ABM (Supplies arrived 28Aug17 and work started 29Aug17) Estimated project time 2 weeks from start date.
- #13 Tee Box completed. Increased size by 25% and should be open 7Sep17.
- Restoration of second bunker on hole #10 began 29Aug17
- Resume deadline for Associate Golf Professional was 01Sep17 with interviews beginning the week of 11Sep17. Two members will assist in the hiring process: John Armstrong and Joanne Plasse.
- Final Junior Grant paperwork was submitted to state on 30Aug17.

6. **Miscellaneous**

- Only 101 shopping days left before Christmas. The Pro Shop will re-open when the course re-opens. Ernie says *“Get your early Christmas shopping done at the Pro Shop.”*



Property Services

7. **Routine work**

- Repaired loose pavers around pool #1
- Removed a palm tree in the soccer/football field
- Addressed all DOR grass violations

8. **Special Projects**

- Hurricane Cleanup
 - Staff continues to clean up hurricane debris.
 - Staff is soliciting quotes for repairs to damages from Irma
- New Veterans’ Service Office Update – Scheduled carpet replacement (date TBD). Final build-out to follow.
- Bocce Ball Courts Update – Staff began site preparation for the replacement of the four courts. Two courts will be replaced at a time thereby allowing residents the use of two courts at all times. This project will be deferred until Hurricane cleanup is completed.
- Replacement Dump Truck – The truck funded for procurement in FY17 arrived today. Staff will dispose of the old vehicle in the near future per an on-line auction.



BAREFOOT BAY RECREATION DISTRICT

General

- **Replacement Building F Project Update**

Staff met with the TLC architect this week to discuss RFP requirements and anticipates having a proposal for the RFP process, establishment of the RFP committee and approval of the Building Plans on the 13Oct17 BOT agenda for consideration.

- **Impact of Irma at the Beach**

Irma obviously did not learn it is better to give than receive...as the storm took about 5 feet of beach in front of the walkover. Additionally, it appears the beach is now significantly narrower than before the storm.



- **26Sep17 BOT Meeting**

Due to the short turn around (agenda submittal deadline is next Tuesday), staff recommends canceling the meeting. The next meeting would be Friday 13Oct17.

Mr. Klosky made a motion cancel the 2nd meeting in September. Second by Mr. Cavaliere. Motion carried unanimously.

Mr. Coffey introduced the new Finance Manager, Mr. Charles Henley.

Attorney's Report

General Counsel Repperger did not have a report. He discussed the topic of abatement of the normal DOR process due to the damages caused by Hurricane Irma. Mr. Coffey stated that there will be a 3-month grace period of violations due to the storm. Courtesy letters will still be sent out to the residents.

Incidental Trustee Remarks

Mr. Cavaliere suggested the District procure a generator for emergencies in the future. He stated that the District should supply some materials such as ice, to help the residents immediately after the storm. He gave his appreciation for the greatly improved communication by staff and the HOA this year.

Mr. Klosky gave praise to the employees for their work in the storm and also the HOA for their part in helping the residents.

Mr. Ed Geier reminded the residents to be cautious with any vendors offering aid after the storm use your best judgment and get all credentials before making any payments.

Mr. Lavier also commended staff for everything they have done for the community.

Mr. Diana reiterated that the Emergency Plan worked seamlessly. He recommended adding action items to help the residents after the storm for the future. He asked that the HOA provide a list of the names of veterans that traditionally use the van to go back and forth to the VA clinic to ensure they are well.

Mr. Roger Compton stated that the needs are not as great as suggested. If there is a need for items we should get names as the HOA was at Building A with ice and water to give away and no one showed up.

Adjournment

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

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

Meeting adjourned 3:13 PM.



BAREFOOT BAY RECREATION DISTRICT

Joseph Klosky, Secretary

Dawn Myers, District Clerk

Treasurer's Report

Barefoot Bay Recreation District
Treasurer's Report
August 31, 2017

Cash Balances in General Fund

Petty Cash **Total Petty Cash:** \$ 1,200.00

Operating Cash in Banks

BOA Operating Account 390,682.95
 MB&T Operating Account 1,147,716.73
Total Operating Accounts: 1,538,399.68

Interest Bearing Accounts

BOA Money Market Account 105,637.05
 SBA Reserve Account* 556,576.31
Total Interest Bearing Accounts 662,213.36

Total Cash Balances in General Fund: **\$ 2,201,813.04**

Total Daily Deposits and Assessments Rec'd (from County Only) for August 2017:

Daily deposits: \$ 162,729.21
 Assessments received (from County only): -
Total Deposits Received **\$ 162,729.21**

Expenditures over \$5,000 for August 2017

Check Number	Vendor	Description	Check Amount
	Employees	Employee Salaries & Wages: 8/10/17	63,990.91
	Employees	Employee Salaries & Wages: 8/24/17	64,056.55
	Federal & State Payroll Taxes	Employer Tax Liabilities: 8/10/17	5,002.67
48175	Golf Specialties	Concrete Screenings for Beach Project 7/17/17	7,754.72
48201	ABM Landscape & Turf Services	Golf course, softball field & lawn bowling service Aug 2017	37,954.84
48220	Gray Robinson	Legal fees July 2017	8,423.23
48226	Jobear Contracting Inc	Third draw for stormwater project (Tamarind & Cherokee)	56,344.50
48242	UnitedHealthcare Insurance Company	Medical, dental & vision insurance Sep 2017	16,782.19
48246	Atlantic Roofing II	Deposit per contract for Bldg A roof replacment (CAPITAL)	12,703.75
48277	Special District Services, Inc	Management fee August 2017	11,656.02
48308	Jobear Contracting Inc	Fourth draw for stormwater project (Tamarind & Cherokee)	11,542.50
48339	TLC Engineering for Architecture Inc	Expenses for Bldg F replacement thru 8/11/17 (CAPITAL)	15,040.00

Total Expenditures over \$5,000 for August 2017 \$ 311,251.88

* Participant Return for SBA in August 2017 was 1.32%

Audience Participation Agenda items only

Unfinished Business

Board of Trustees Meeting Agenda Memo

Date: October 6, 2017
**Title: DOR Violation 17-001058
581 TARPON DRIVE**
Section & Item: 8A
Department: Resident Relations: DOR Enforcement
Fiscal Impact: N//A
Contact: Susan Cuddie, Resident Relations
Manager
Attachments: Order and Notice and Pictures
Reviewed by
General Counsel: N/A
Approved by:



Requested Action by BOT:

To consider the Violations Committee's finding and recommendation to bring an action for legal, equitable or other appropriate action with failure to comply.

If the Board of Trustees brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien.

Background and Summary Explanation:

- The Violations Committee met on 05/12/2017 and found 581 TARPON DRIVE in violation of ARTICLE III, SECT. 5 Nuisance. The respondent has been given until May 19, 2017 to bring the property into compliance.
- Staff has signed Affidavit of Notices, First Class and Certified mailing of Order of Finding and Recommended Order and Notice of Hearing and Affidavit of Non-Compliance.
- Pursuant to the Violations Committee Order, the property was inspected and found to be still in violation.
- The owner has reported his intention to comply, however, as of October 6, 2017, he has failed to do so.
- This case was tabled by the Board until the meeting of Friday, September 9, 2017. The Sept 9 meeting was cancelled due to hurricane, therefore it is being heard on October 13, 2017. The owner has been sent an amended notice.

Research:

- There are no delinquent taxes on the property.
- There are no liens on the property.

NOTICE

Case # 17-001058

Site Address: 581 TARPON DRIVE
Board Hearing October 13, 2017
1225 Barefoot Blvd Bulding D/E

Your case has been referred to the Board of Trustees for further action. **If the Recreation District brings legal action to enforce the provisions of the Barefoot Bay Recreation District Deed of Restrictions, the Recreation District shall be entitled to an award of attorney's fees and court costs.**

Barefoot Bay Recreation District Deed or Restrictions

Article III Section 12. (C) Penalties. In the event that the Recreation District determines that the Owner or Occupant of the Lot to whom such notice of violation has been given has not corrected the violation within the time set forth in the notice, the Recreation District may, in its discretion, consider the issue of such violation at a regular meeting of the Board of Trustees of the Recreation District. **If the Board of Trustees concurs that legal action is necessary to cause the alleged violation to be corrected, the Recreation District shall thereafter have the authority to bring an action for injunctive or other appropriate relief in a Court of-competent jurisdiction in Brevard County, Florida. If the Recreation District brings such legal action to enforce the provisions of this Instrument, the Recreation District shall be entitled to an award of attorney's fees and court costs incident to such action.**

Your case which is set to be heard by the Board of Trustees, may than be forwarded to the District's attorney for legal action at that meeting. The Recreation District shall be entitled to an award of attorney's fees and court costs incident to such action.

Call 772-664-4722 if you have any questions.

REFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 17-001058

#3365/ 17-001058

STURGIS, WILLIAM C,

581 TARPON DR

BAREFOOT BAY, FL 32976

Respondent(s),

"Amended"

BOARD OF TRUSTEES FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

THIS CAUSE having come on for the public hearing before the Board of Trustees on July 14, 2017 after due notice to the Respondent and the Board of Trustees having heard testimony under oath and receiving evidence, thereupon issues this Finding of Fact, Conclusion of Law, and Final Order as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

- A. The Respondent(s) STURGIS, WILLIAM C, et. al. is/are the owner(s) of that certain parcel of real property located at 581 TARPON DRIVE , Barefoot Bay, FL 32976 ("Property")
- B. Notice of Violation was provided to the Respondent(s) by certified U.S. Mail, Return Receipt Requested, and the Respondent(s) were not present for the hearing
- C. Based upon the testimony heard and the evidence presented, the Board of Trustees concluded that there is a violation of ARTICLE III, SECT. 5, ARTICLE III, SECT. 5, Nuisance of the Deed of Restriction of Barefoot Bay Recreation District in that the Respondents home has not been corrected.

ORDER

Based upon the foregoing Finding of Fact and Conclusions of Law, it is

ORDERED AND ADJUDGED THAT:

- A. The Respondent(s) is advised that the matter was Tabled until the next Hearing on September 8th, 2017
- B. The Respondent is further advised that he/she shall contact the DOR staff and schedule an inspection to confirm compliance. Upon compliance, an Affidavit of Compliance shall be issued and the Respondent shall be deemed in compliance with the violation(s) cited herein.
- C. The Respondent(s) are further advised that should a repeat violation occur, the Respondent(s) will not be given notice to cure and will be brought before the Violations Committee.

October 13, 2017

DONE AND ORDERED this 07/14/2017 at Barefoot Bay Recreation District Brevard County, Florida.

Board of Trustees of the Barefoot Bay
Recreation District Brevard County, Florida


Steve Diana, Chairperson

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 17-001058

#3365/17-001058

STURGIS, WILLIAM C,

581 TARPON DR

BAREFOOT BAY, FL 32976

Respondent(s),

VIOLATIONS COMMITTEE FINDINGS OF FACT AND RECOMMENDED ORDER
AND
NOTICE OF DISTRICT HEARING

THIS CAUSE having come on for the public hearing before the Violations Committee on 05/12/2017 after due notice to the Respondent and the Violation Committee having heard testimony under oath and receiving evidence, thereupon issues this Finding of Fact and Recommended Order as follows:

- A. The Respondent(s) STURGIS, WILLIAM C, et. al. is/are the owner(s) of that certain parcel of real property located at 581 TARPON DRIVE , Barefoot Bay, FL 32976 (the "Property")
- B. Based upon the testimony heard and the evidence presented, the Violation Committee concluded that there is a violation of ARTICLE III, SECT. 5, Nuisance, Palm fronds falling on neighbors house

ORDER

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

1. Respondent(s) shall by May 19, 2017 come into compliance with the violation cited herein by removing dead palm fronds.
2. Should the Respondent(s) fail to comply with this Recommended Order by May 19, 2017 the Respondent(s) is advised that the matter will be forwarded to the Board of Trustees with the Violation Committee's findings and recommendations along with a status report from DOR Enforcement Staff for the Board of Trustees to make a determination as to whether to proceed with legal action. Based on the nature of the violation found to exist in this matter, should the violation not be corrected within the time provided herein, the Violations Committee does recommend legal or equitable action, or other appropriate action, be taken by the Board of Trustees.
3. The Respondent is further advised that he/she shall contact the DOR staff and schedule an inspection to confirm the compliance with this Order has been achieved. Upon compliance, an Order of Compliance shall be issued by the Violations Committee and the Respondent shall be deemed in compliance with the violation(s) cited herein.
4. The Respondent(s) are further advised that should a repeat violation occur, the Respondent(s) will not be given notice to cure and will be brought before the Violations Committee.

DONE AND ORDERED this 05/12/2017 at Barefoot Bay Recreation District Brevard County, Florida.

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

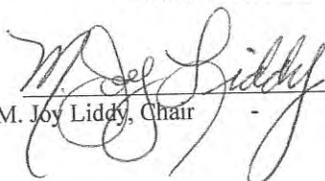

M. Joy Liddy, Chair - Al Grunow, Vice Chair



Photo:

Date Taken:08/18/2017
Address:581 TARPON DRIVE

Taken by:Richard Armington
Case Number:17-001058



Photo:

Date Taken:10/06/2017
Address:581 TARPON DRIVE

Taken by:Richard Armington
Case Number:17-001058

New Business

Board of Trustees Meeting Agenda Memo

Date: October 13, 2017
**Title: DOR Violation 17-002427
932 Sequoia Street**
Section & Item: 9A i
Department: Resident Relations: DOR Enforcement
Fiscal Impact: N//A
Contact: Susan Cuddie, Resident Relations
Manager
Attachments: Order and Notice and Pictures
Reviewed by
General Counsel: N/A
Approved by:



Requested Action by BOT:

To consider the Violations Committee's finding and recommendation to bring an action for legal, equitable or other appropriate action with failure to comply.

If the Board of Trustees brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien.

Background and Summary Explanation:

The Violations Committee met on 07/28/2017 and found 932 SEQUOIA STREET in violation of ARTICLE II, SECT. 3 (A)(15) ADIR (Lamp Post) The respondent has been given until August 11, 2017 to bring the property into compliance.

Staff has signed Affidavit of Notices, First Class and Certified mailing of Order of Finding and Recommended Order and Notice of Hearing and Affidavit of Non-Compliance.

Pursuant to the Violations Committee Order, the property was inspected and found to be still in violation.

Research:

There are delinquent taxes on the property for 2015 \$1667.76.

There are no liens on the property.

Some Certified notices and correspondence have returned, 1st class mail has not.

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 17-002427

#0848/ 17-002427

BOYSTAK, MARGARET,
932 SEQUOIA STREET
BAREFOOT BAY, FL 32976

Respondent(s),

RE: 932 SEQUOIA STREET

AFFIDAVIT OF NON-COMPLIANCE

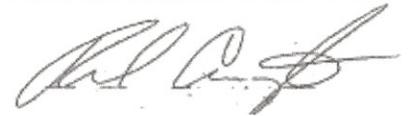
STATE OF FLORIDA
COUNTY OF BREVARD

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

1. That on the 07/28/2017 the Violations Committee held a public hearing and issues its Order in the above-styled matter.
2. That, the pursuant to said Order, Respondent was to have taken certain corrective action to bring the property into compliance.
3. Said Order further provided for a recommendation of a Review before the Board of Trustees of the Barefoot Bay Recreation District for further action if the required corrective action has not been taken as ordered.
4. That pursuant to said Order, a re-inspection was performed.
5. That the re-inspection revealed that the corrective action ordered by the Violations Committee has **not** been taken.

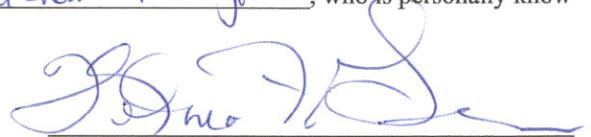
FURTHER AFFIANT SAYETH NAUGHT.

Dated August 11, 2017.



Richard Armington, DOR Inspector,

The forgoing instrument was acknowledged before me on August 11, 2017, by Richard Armington, who is personally know to me and who did take an oath.



Notary Public
State of Florida at Large



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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs
#0848
BOYSTAK, MARGARET,
932 SEQUOIA STREET
BAREFOOT BAY, FL 32976

Case no. 17-002427

Respondent(s),

**RE: 932 SEQUOIA STREET
Barefoot Bay, FL 32976**

AFFIDAVIT OF NOTICES

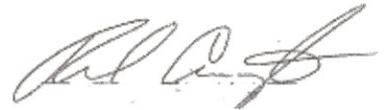
STATE OF FLORIDA
COUNTY OF BREVARD

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

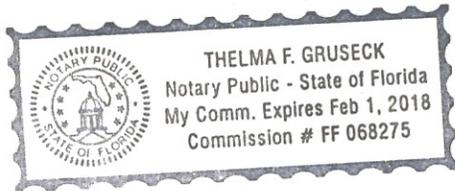
1. That on or about the 28 day of July 2017, a Findings of Fact and Recommended Order and Notice of District Hearing/Final Order was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the 28 day of July 2017, a Findings of Fact and Recommended Order and Notice of District Hearing/Final Order was mailed via **Certified mail**, return receipt requested, to the respondent's address of record with Brevard County Property Appraiser, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 2017, a Findings of Fact and Recommended Order and Notice of District Hearing/Final Order was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 2017, a Findings of Fact and Recommended Order and Notice of District Hearing/Final Order was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this 28 day of July 2017.



The Foregoing instrument was acknowledged before me on 28 day of July 2017 by Richard Armington, DOR Inspector personally known to me and did take an oath.



Notary Public
State of Florida at Large

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 17-002427

#0848/17-002427

BOYSTAK, MARGARET,
932 SEQUOIA STREET
BAREFOOT BAY, FL 32976

Respondent(s),

VIOLATIONS COMMITTEE FINDINGS OF FACT AND RECOMMENDED ORDER
AND
NOTICE OF DISTRICT HEARING

THIS CAUSE having come on for the public hearing before the Violations Committee on 07/28/2017 after due notice to the Respondent and the Violation Committee having heard testimony under oath and receiving evidence, thereupon issues this Finding of Fact and Recommended Order as follows:

- A. The Respondent(s) BOYSTAK, MARGARET, et. al. is/are the owner(s) of that certain parcel of real property located at 932 SEQUOIA STREET , Barefoot Bay, FL 32976 (the "Property")
- B. Based upon the testimony heard and the evidence presented, the Violation Committee concluded that there is a violation of ARTICLE II, SECT. 3 (A)(15), ADIR (Lamp Post), Lamppost must be operational from dusk to dawn

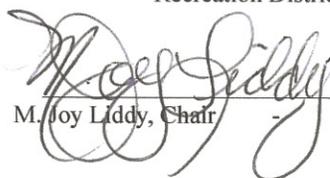
ORDER

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

1. Respondent(s) shall by August 11, 2017 come into compliance with the violation cited herein by making lamppost operational from dusk to dawn..
2. Should the Respondent(s) fail to comply with this Recommended Order by August 11, 2017 the Respondent(s) is advised that the matter will be forwarded to the Board of Trustees with the Violation Committee's findings and recommendations along with a status report from DOR Enforcement Staff for the Board of Trustees to make a determination as to whether to proceed with legal action. Based on the nature of the violation found to exist in this matter, should the violation not be corrected within the time provided herein, the Violations Committee does recommend legal or equitable action, or other appropriate action, be taken by the Board of Trustees.
3. The Respondent is further advised that he/she shall contact the DOR staff and schedule an inspection to confirm the compliance with this Order has been achieved. Upon compliance, an Order of Compliance shall be issued by the Violations Committee and the Respondent shall be deemed in compliance with the violation(s) cited herein.
4. The Respondent(s) are further advised that should a repeat violation occur, the Respondent(s) will not be given notice to cure and will be brought before the Violations Committee.

DONE AND ORDERED this 07/28/2017 at Barefoot Bay Recreation District Brevard County, Florida.

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



M. Joy Liddy, Chair

Al Grunow, Vice Chair

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

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

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

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **1:00 P.M.** on **September 8, 2017** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

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

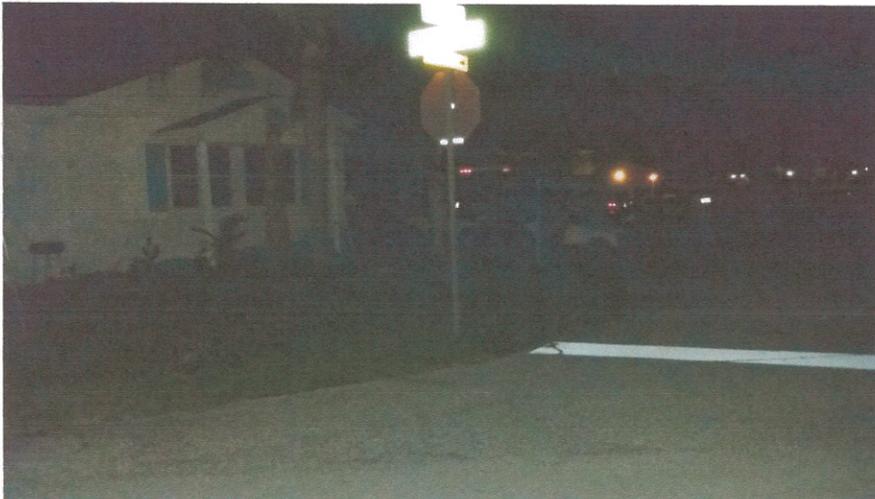
The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees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

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

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

July 27, 2017

Deed of Restrictions STAFF



3.17-002427 - ADIR (LAMPPOST) 14 days comply by 8/11/17

Richard Armington

Jul 14, 2017

Board of Trustees Meeting Agenda Memo

Date: October 13, 2017

**Title: DOR Violation 16-004577
903 Wren Circle**

Section & Item: 9A ii

Department: Resident Relations: DOR Enforcement

Fiscal Impact: N//A

Contact: Susan Cuddie, Resident Relations Manager,

Attachments: Order and Notice and Pictures

Reviewed by
General Counsel: N/A

Approved by:



Requested Action by BOT:

To consider the Violations Committee's finding and recommendation to bring an action for legal, equitable or other appropriate action with failure to comply.

If the Board of Trustees brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien.

Background and Summary Explanation:

The Violations Committee met on 8/28/2017/2017 and found 903 Wren Circle in violation of ARTICLE III, SECT. 3 (A) (B) (C) (D) (E), Vehicle Violations(Boats/Trailer/RV/Comm. Vehicles, Etc.), boat in driveway (behind lattice). The respondent has been given until August 28, 2017 to bring the property into compliance.

Staff has signed Affidavit of Notices, First Class and Certified mailing of Order of Finding and Recommended Order and Notice of Hearing and Affidavit of Non-Compliance.

Pursuant to the Violations Committee Order, the property was inspected and found to be still in violation.

Research:

There are no delinquent taxes on the property. Taxes were paid by John V Turner on 11/09/2016. We have found no liens on the property. Mail has been returned. The home is occupied, and notices have been posted on the home.

A case has been heard by the BOT for the illegal lattice. It will be sent to the attorney with the case for the boat.

BAREFOOT BAY VIOLATIONS COMMITTEE
BREVARD COUNTY, FLORIDA

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 16-004577

#0810/ 16-004577

TURNER, JOHN V,
903 WREN CIR
BAREFOOT BAY, FL 32976

Respondent(s),

RE: 903 WREN CIRCLE

AFFIDAVIT OF NON-COMPLIANCE

STATE OF FLORIDA
COUNTY OF BREVARD

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

1. That on the 08/25/2017 the Violations Committee held a public hearing and issues its Order in the above-styled matter.
2. That, the pursuant to said Order, Respondent was to have taken certain corrective action to bring the property into compliance.
3. Said Order further provided for a recommendation of a Review before the Board of Trustees of the Barefoot Bay Recreation District for further action if the required corrective action has not been taken as ordered.
4. That pursuant to said Order, a re-inspection was performed.
5. That the re-inspection revealed that the corrective action ordered by the Violations Committee has **not** been taken.

FURTHER AFFIANT SAYETH NAUGHT.

Dated August 30, 2017.

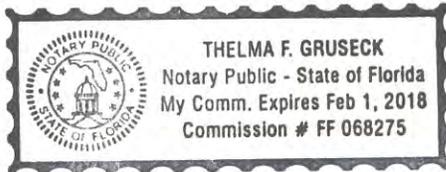
Stephane Fecteau

Stephane Fecteau, DOR Inspector,

The forgoing instrument was acknowledged before me on August 30, 2017, by *Stephane Fecteau*, who is personally know to me and who did take an oath.

[Signature]

Notary Public
State of Florida at Large



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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 16-004577

#0810/16-004577

TURNER, JOHN V,

903 WREN CIR

BAREFOOT BAY, FL 32976

Respondent(s),

VIOLATIONS COMMITTEE FINDINGS OF FACT AND RECOMMENDED ORDER
AND
NOTICE OF DISTRICT HEARING

THIS CAUSE having come on for the public hearing before the Violations Committee on 08/25/2017 after due notice to the Respondent and the Violation Committee having heard testimony under oath and receiving evidence, thereupon issues this Finding of Fact and Recommended Order as follows:

- A. The Respondent(s) TURNER, JOHN V, et. al. is/are the owner(s) of that certain parcel of real property located at 903 WREN CIRCLE , Barefoot Bay, FL 32976 (the "Property")
- B. Based upon the testimony heard and the evidence presented, the Violation Committee concluded that there is a violation of ARTICLE III, SECT. 3 (A) (B) (C) (D) (E), Vehicle Violations(Boats/Trailer/RV/Comm. Vehicles, Etc.), boat in driveway (behind lattice)

ORDER

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

1. Respondent(s) shall by August 28, 2017 come into compliance with the violation cited herein by boat in driveway (behind lattice).
2. Should the Respondent(s) fail to comply with this Recommended Order by August 28, 2017 the Respondent(s) is advised that the matter will be forwarded to the Board of Trustees with the Violation Committee's findings and recommendations along with a status report from DOR Enforcement Staff for the Board of Trustees to make a determination as to whether to proceed with legal action. Based on the nature of the violation found to exist in this matter, should the violation not be corrected within the time provided herein, the Violations Committee does recommend legal or equitable action, or other appropriate action, be taken by the Board of Trustees.
3. The Respondent is further advised that he/she shall contact the DOR staff and schedule an inspection to confirm the compliance with this Order has been achieved. Upon compliance, an Order of Compliance shall be issued by the Violations Committee and the Respondent shall be deemed in compliance with the violation(s) cited herein.
4. The Respondent(s) are further advised that should a repeat violation occur, the Respondent(s) will not be given notice to cure and will be brought before the Violations Committee.

DONE AND ORDERED this 08/25/2017 at Barefoot Bay Recreation District Brevard County, Florida.

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


M. Joy Liddy, Chair

Al Grunow, Vice Chair

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

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

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

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **1:00 P.M. on October 13, 2017 at 1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

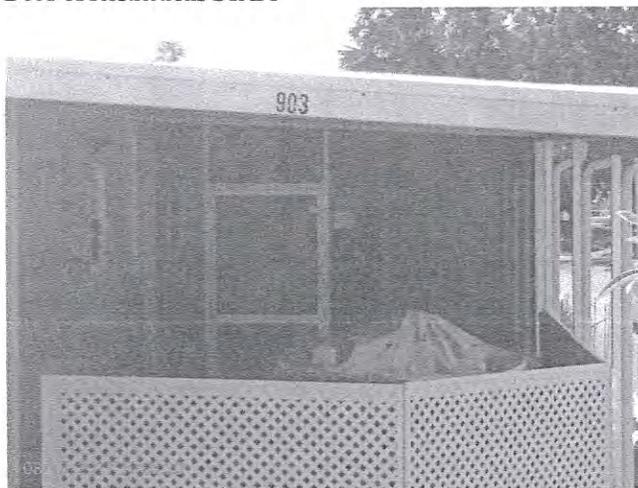
The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

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

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

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

August 24, 2017
Deed of Restrictions STAFF



31. 17-000972 VEHICLE VIOLATION - 3 days Comply by 8/28/17.

Stephane Fecteau

Aug 13, 2017



Photo: 31. 17-000972 VEHICLE VIOLATION - 3 days Comply by 8/28/17.

Date Taken: 08/13/2017
Address: 903 WREN CIRCLE

Taken by: Stephane Fecteau
Case Number: 16-004577

Board of Trustees Workshop Agenda Memo

Date: October 13, 2017

Title: Approval of Replacement Building F Construction Plans

Section & Item: 9B

Department: R&M/Capital

Fiscal Impact: TBD

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

Attachments: N/A

Reviewed by
General Counsel: N/A

Approved by:



Requested Action by BOT

Review and approve 100% design and construction plans for the Replacement Building F project

Background and Summary Information

On 13Nov15 the BOT approved a proposal from TLC for architectural/engineering services related to the design, site plan and partial engineering inspections (during construction). The work was halted due to the Guinther lawsuit in 2016 and TLC subsequently closed out the project due to the lengthy delay. On27Jun17, the BOT authorized the resumption of design work for the project.

Staff received the draft 100% plans in August and after a thorough review provided TLC with a few minor corrections. Completed 100% plans were received in mid-September. The plans have been available for review by Trustees since 21Sep17. Staff recommends the BOT approve the Replacement Building F design plans for transparency purposes.

Board of Trustees Workshop Agenda Memo

Date: October 13, 2017

Title: RFP Process for Replacement Building F Project

Section & Item: 9C

Department: R&M/Capital

Fiscal Impact: N/A, already funded as part of TLC design contract

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

Attachments: Excerpt from Policy Manual and Notice to Bidders (RFP) Letter

Reviewed by
General Counsel: N/A

Approved by:



Requested Action by BOT

Review and approve process for Mr. Nagrodsky, AIA, (architect of record on the project) to conduct the RFP process for the Replacement Building F project.

Background and Summary Information

The Policy Manual requires a request for proposal (RFP) process be used for any project anticipated to cost over \$50,000.

Staff recommends allowing Mr. Nagrodsky to run the RFP process including waiver of some elements of our Policy Manual regarding the process, specifically:

1. Use the traditional RFP document in lieu of a simplified notice letter (see attached for letter drafted by architect)
2. Criteria listed on page 11 of Policy Manual (Architect believes we will get better bids if process is simplified) (insurance requirements and appeal process would remain intact)
3. Option of oral interviews by the RFP committee in lieu of allowing the architect to thoroughly review proposals between the first and second RFP committee and allowing RFP committee members the opportunity to ask questions of the architect during the second and final RFP Evaluation committee meeting (staff believes oral interviews of the top ranked firms would require a third RFP Committee meeting and would result in marginal at best information being provided as at least 4 of the 5 RFP committee members do not have substantial experience in building commercial buildings).

Weighted criteria used by the evaluation committee to select a vendor shall be as follows:

- 50% Opinion of architect regarding thoroughness of proposal and reputation of contractor's work in prior projects.
- 25% Quality and comparativeness of prior projects
- 25% Total cost

Staff recommends the BOT approve the above deviations from the RFP Process as required by the BBRD Policy Manual.

2.14 FORMAL SEALED BIDS (FOR PURCHASES OF \$50,000 OR MORE)³⁸

Competitive Procurements Process For Formal Bids

Formal bids are written documents issued by the Department Heads, and approved by the Community Manager, inviting potential contractors to submit sealed, written pricing for specific goods or services in conformance with specifications, terms, conditions and other requirements described in the bid invitation documents. Formal bids shall be utilized to document procurements of goods and contractual services with an aggregate cost of \$50,000 or more.

Request for Proposals or Request for Qualifications (RFP's, RFQ's) are written documents issued by the Department Heads and approved by the Community Manager, inviting potential vendors to submit sealed proposals for specific professional services or goods in conformance with the scope of services, terms, conditions and other requirements described the RFP documents. RFP's are utilized for procurements of professional services or goods with an aggregate cost of \$50,000 or more. At the time of publication of the RFP/RFQ a copy shall be furnished to each member of the Board of Trustees.

RFQ's/RFP's for engineers/consultants will follow Sec. 287.055 F. S.

Request for Proposals/Qualifications. RFQ's/RFP's shall be publicly advertised as provided by law or otherwise.

Specific Procedures for Formal Sealed Bids/Quotes

Bids/Quotes shall be opened in public at the date, time and place stated in the public notices. No bids shall be accepted after the time and date or at any location other than that designated for bid opening. Bids received late will be returned unopened. All quotes/bids received and accepted will be made available for public inspection ten (10) days after opening or upon recommendation of award, whichever occurs first as per Sec. 119.07 (3) (m), F.S.

A tabulation of all formal sealed bids/quotes received with the recommended award(s) will be available for public inspection in the main offices of the District during regular business hours no later than (3) business days after a public opening. Vendors filing protest of award must do so as per the section titled, "Vendor Complaints and Disputes."

Award of Bids

For formal sealed bids/quotes, the user department shall submit a recommendation of award to the Community Manager prior to final award. On all procurements, to determine the lowest responsive and qualified quoter/bidder, the following will be considered:

1. The ability, capacity, equipment, and skill of the quoter/bidder to perform the contract.
2. Whether the quoter/bidder can perform the contract within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience and efficiency of the quoter/bidder
4. The quality of performance on previous contracts.
5. The previous and existing compliance by the quoter/bidder with laws and ordinances relating to the contract.
6. The sufficiency of the financial resources to perform the contract to provide the service
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
8. The ability of the quoter/bidder to provide future maintenance and service.
9. The number and scope of conditions attached to the quote/bid.

Barefoot Bay Recreation District Policy Manual
GENERAL FINANCIAL POLICIES

Waiver of Irregularities

The Board of Trustees shall have the authority to waive irregularities in any and all formal sealed quote/bids.

Evaluation Committee

An evaluation Committee, identified by the Community Manager prior to issuance of the RFP or RFQ, shall review all responses to the RFP or RFQ. The Board shall be advised of the membership of the committee at the time of the issuance of the RFP or RFQ.³⁹

Members of the Evaluation Committee shall consist of at least one (1) user department representative, one (1) Board member, and one (1) third-party non-employee resident chosen at the discretion of the Community Manager. The Community Manager and Board Chairman shall serve on the committee as non-voting members.⁴⁰

The Committee should consist of an odd number of people to avoid a tie when selecting the awarded vendor. Selection committee meetings are subject to Sunshine Law; and therefore, public notice of the intended meeting of the committee must be posted in advance to allow for the provision of any special accommodation needs of any attendees. Committee members should not conduct, with another voting committee member, any discussion related to the proposals received except during public meetings. A memorandum explaining the evaluation process and committee member responsibilities will be provided to each committee member prior to any meeting.

The user department, in conjunction with the Community Manager shall select evaluation criteria (to include price whenever possible). Such criteria must be stated in the RFP. The user department may also assign a weight to each criterion by its relative importance, with the total weights equal to 100. If used, these weights will be assigned prior to issuance of the solicitation but may or may not be published in the solicitation. If unpublished, the weights will be revealed at the opening of the RFP unless otherwise directed within the RFP. If weights are not assigned, the RFP shall set for the relative importance of the factors in addition to price that will be considered in award. The intent of which is to provide a complete understanding on the part of all competitors of the basis upon which award will be made.

The user department/Community Manager shall issue and receive the RFP proposals. Committee members shall review the received proposals and independently score each proposal for each criterion. Price will be objectively scored, as shown, when applicable.

The lowest priced proposal receives the maximum weighted score for the price criteria. The other proposals should receive a percentage of the weighted score based on the percentage differential between the lowest proposal and the other proposals. All weighted scores are then multiplied by the maximum score available (i.e. 45%) to determine the total percentage awarded.

<u>VENDOR PRICE</u>	<u>% AWARDED</u>	<u>X</u>	<u>WEIGHT</u>	<u>WEIGHTED SCORE</u>
A \$20,000	(100 %)	X	45%	= 45
B \$25,000	(80%)	X	45%	= 36
C \$28,000	(71%)	X	45%	= 31

*Vendor B's percentage is $\$20,000/\$25,000 = 80\%$

** Vendor C's percentage is $\$20,000/\$28,000 = 71\%$

Barefoot Bay Recreation District Policy Manual
GENERAL FINANCIAL POLICIES

NOTE: Weighted Score shall be rounded to nearest whole number price evaluation and calculation may be revised to conform to the needs for each individual RFP selection committee. Each committee member shall then rank each vendor's score. A scoring sheet (Exhibit A) shall be completed by each voting committee member. The rankings are then added for each vendor and the vendor with the lowest sum of collective rankings is recommended for award. A ranking sheet (Exhibit B) compiling the ranking of each proposal shall be completed by the Community Manager and posted with the scoring sheets.

If oral presentations are requested and the vendors short-listed, the original rankings are eliminated and the process begins again. At a minimum, three (3) vendors should be short-listed. A summary of total scores and rankings will be prepared for the vendors after all members of the evaluation committee have reviewed and evaluated the written and, if required, oral presentations. A copy of all evaluation forms and notes completed by each evaluator must be maintained by the Community Manager for review and audit records. The Community Manager will prepare an agenda item for Board approval of the recommended award.

If fewer than three sealed and qualified proposals are received by the Evaluation Committee, by a majority vote the Evaluation Committee may request the Community Manager to seek non-sealed bids for comparative analysis or forward their recommendation for award of contract or (in the case of a RFQ) their recommended ranking order for staff to negotiate a contract to the Board of Trustees for their consideration.⁴¹

Vendor Complaints & Disputes (Protests)

Barefoot Bay Recreation District encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

1. *Posting of Bid/RFP Award Notices*

No later than three (3) business days after a bid opening the Community or his/her designee shall post the intended award recommendation. If after posting the tabulation, the highest ranked vendor is found non-responsive to the specifications, the next highest vendor shall be the intended award recommendation. The time for filing a protest will begin on the date of the notice of posting of intended award.

2. *Posting of Formal Sealed Proposals*

No later than three (3) business days after the selection committee recommendations are finalized the Community Manager or his/her designee shall post the selection committee's rankings and recommended award for proposals.

Barefoot Bay Recreation District Policy Manual
GENERAL FINANCIAL POLICIES

3. *Proceedings for Protest of Award*

Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Community Manager within five (5) business days of the posted award recommendation.

The formal written protest shall reference the bid/quote/proposal number and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought. The Community Manager shall schedule the protest to be heard before the Board of Trustees prior to the Board's consideration of the intended award. The intended award vendor shall be given notice and an opportunity to be heard during the protest hearing.

The Board of Trustees shall have the sole discretion to reverse any intended award on the basis of a protest; to require re-evaluation by the selection committee, or to take any other action as determined by the Board to be appropriate and responsive to the protest.

4. *Stay of Procurement During Protests*

Failure to observe any or all of the above procedures shall constitute a waiver of the right to protest a contract award. In the event of a timely protest under the procedure, the District shall not proceed further with solicitation or with the award until a protest is resolved.

Notice to Bidders

Memo To: All General Contractors

Date: October 14, 2017

Re: New Building for Barefoot Bay Administration Building, Barefoot Bay Florida

Dear Contractors,

All bids for this project are due no later than November 14, 2017 @ 4:30 P.M. Any bids received after this date and time will not be accepted. The contractor shall have copies made at ACE Blueprinting 2237 S. Babcock St. Melbourne, phone number: 321.725.1244 and will be available for reproduction. All contractors are responsible to pay for their own prints. If the contractor has any questions regarding the documents he/she is to notify the architect and engineers in writing. The contractors are to contact the civil engineers BSE Engineering for any civil questions 321.725.3674 and TLC Engineering for any mechanical, electrical, plumbing and structural questions 321.636.0272. If no questions are received, it will be understood that the design intent and scope of work for this project is clear. **No substitutions are permitted.** Please include all items not part of your bids. The Contractor is to include a construction time frame in consecutive days with his/her proposal. The contractor is allowed to provide VE items as part of their bid proposal as a separate line item.

The Contractors are to become clear on and fully understand the by-laws set out in the "Barefoot Bay Policy Manual" specifically the Insurance requirements and Appeals Process (see pages 9-10 & 13-14 of <http://bbrd.org/wp-content/uploads/Policy-Manual-revised-25Apr17.pdf>).

All Contractors are to submit samples of similar projects in scale and size including photos and letters of recommendation as part of this bid process. Not less than 2 projects but no more than 5 are required.

All Bids are to be mailed and/or dropped off in sealed envelopes/packages clearly marked "Building F Proposal" to Barefoot Bay Recreation District c/o Ms. Dawn Myers, District Clerk, 625 Barefoot Bay Blvd, Barefoot Bay, FL 32976 no later than November 14, 2017 @ 4:30 P.M.

It is the contractors responsibility to check the Barefoot Bay Website (bbrd.org) for clarifications, questions answered by other contractors during the bidding process

The following additional items are required:

1. The Client and Architect request a list of sub-contractors the General Contractor intends on using for this project for client approval.
2. The Contractor is to provide a cost breakdown by division of all major trades as part of their proposal ie. concrete, masonry, trusses, etc. by standard CSI format.
3. The contractor is to include permit fees and builders risk insurance.
4. If any Contractor has questions regarding this notice to bidders, please feel free to contact this office in writing or e mail .No phone calls will be taken regarding the construction questions.

Respectfully

Dave Nagrodsky, AIA

Dave Nagrodsky, AIA
DNA Architects , LLC

Board of Trustees Workshop Agenda Memo

Date: October 13, 2017

Title: Replacement Building F RFP Committee

Section & Item: 9D

Department: Office of the District Clerk

Fiscal Impact: TBD

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

Attachments: N/A

Reviewed by
General Counsel: N/A

Approved by:



Requested Action by BOT

Select a Trustee voting member for the Replacement Building F RFP Evaluation Committee

Background and Summary Information

Staff received the draft 100% construction plans for the Replacement Building F project in August and after a thorough review provided TLC with a few minor corrections. Completed 100% plans were received in mid-September. The plans have been available for review by Trustees since 21Sep17.

BBRD Policy Manual requires the Request for Proposal (RFP) process be used for procurements over \$50,000 in anticipated value. Composition of an RFP Evaluation committee is governed by the following specific language:

Members of the Evaluation Committee shall consist of at least one (1) user department representative, one (1) Board member, and one (1) third-party non-employee resident chosen at the discretion of the Community Manager. The Community Manager and Board Chairman shall serve on the committee as non-voting members (Policy Manual, page 12).

Upon selection of the Trustee voting member, the following will be announced:

1. Building F RFP Evaluation Committee membership
 - Trustee ?????, voting member
 - Matt Goetz, user department voting member
 - Mr./Ms. ?????, resident non-employee voting member
 - Chairman Diana, non-voting member
 - Community Manager Coffey, non-voting member
2. RFP advertisement begins tomorrow (14Oct17) and closes on 14Nov17
3. RFP Evaluation Committee meeting #1 (opening of proposals) will be Wed., 15Nov17, Bldg. D, 2:30pm
4. RFP Evaluation Committee meeting #2 (review and ranking of proposals) will be Thurs., 30Nov17, Bldg. D, 2:30pm
5. Anticipated award of contract by the BOT is Fri., 08Dec17, Bldg. D/E, 1pm

All meetings are open to the public.

Board of Trustees Meeting Agenda Memo

Date: October 13, 2017

Title: **Certification of DOR Amendment Ballot Results and Certification and Approval of Amended and Restated Deed of Restrictions**

Section & Item: 9E

Department: BBRD General Counsel/Administration

Fiscal Impact: Recording Costs

Contact: General Counsel Cliff Repperger
(321) 727-8100

Attachments: Draft Amended and Restated Deed of Restrictions for Barefoot Bay; Draft Certificate of Approval; and Election Result Report Email from Supervisor of Elections Lori Scott

Reviewed by
General Counsel: Yes

Approved by:



Requested Action by BOT

Certify mail-out ballot result, approve draft Amended and Restated Deed of Restrictions for Barefoot Bay, and authorize execution of Certification of Amended and Restated Deed of Restrictions for Barefoot Bay.

Background and Summary Information

On August 1, 2017, the Supervisor of Elections conducted the tabulation of the Mail Ballot Election regarding the proposed Amendments to the Amended and Restated Deed of Restrictions for Barefoot Bay. The specific results are provided on the attached email from Supervisor of Elections Lori Scott.

Each of the 17 proposed initiatives received a majority vote in favor of approval. Article V, Section 4, the Board of Trustees must accept the election results, approve of the amendments (reflected on the attached draft), and approve of the execution of the draft Certificate of Approval.

If approved, a clean copy of the Amended and Restated Deed of Restrictions for Barefoot Bay will be recorded in the Public Records of Brevard County, Florida.

THIS AGREEMENT PREPARED BY
AND RETURN TO:

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

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

The undersigned, Steve Diana, as Chairman, and Joseph Klosky, as Secretary, respectively of the Barefoot Bay Recreation District Board of Trustees, hereby certify that the Amended and Restated Deed of Restrictions for Barefoot Bay dated the 13th of October, 2017, which is attached hereto, and has been duly approved as provided in Section 4 of Article V of the Amended and Restated Deed of Restrictions for Barefoot Bay which is recorded at Official Record Book 7455, Page 1089, of the Public Records of Brevard County, Florida (the "Prior Restrictions"). The written evidence of approval is maintained as a public record at the offices of Barefoot Bay Recreation District, 625 Barefoot Boulevard, Barefoot Bay, Florida 32976. By virtue of said approval, the attached Amended and Restated Deed of Restrictions for Barefoot Bay shall supersede and replace the prior Amended and Restated Deed of Restrictions and all other prior recorded versions of the same except to the extent provided in Article VI of the attached Amended and Restated Deed of Restrictions.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned Chairman and Secretary of the Barefoot Bay Recreation District Board of Trustees have set their hands and seal this 13th day of October, 2017.

BAREFOOT BAY RECREATION DISTRICT

By: _____
STEVE DIANA, Chairman

Attest: _____
JOSEPH KLOSKY, Secretary

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 13th day of October, 2017, by STEVE DIANA and JOSEPH KLOSKY, respectively the Chairman and Secretary of the Barefoot Bay Recreation District Board of Trustees, a special district existing under Section 418.30 et. seq., Florida Statutes. They are personally known by me or have produced _____ as identification and did take an oath.

Stamp/Seal

Signature of Notary Public

My Commission Expires:_____

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

THIS DECLARATION, is made as of the 13th day of October, 2017, by and on behalf of the owners of real property located in the Barefoot Bay development in Brevard County, Florida.

WITNESSETH

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

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

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

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

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

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

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

WHEREAS the developers of Barefoot Bay have previously recorded a Deed of Restrictions and various subsequent amendments thereto which are cumulated and most recently restated in an Amended and Restated Deed of Restrictions applicable to the above listed subdivisions which is recorded at Official Records Book 6917, Page 1 and which Deed of Restrictions are known to have been previously recorded at Official Records Book 1248, Page 559; Official Records Book 2247, Page 1359; Official Records Book 2391, Page 2461; Official Records Book 2678, Page 2606; Official Records Book 4076, Page 2374; Official Records Book 5890, Page 7390; Official Records Book 6385, Page 270; and Official Records Book 7455, Page 1089 of the Public Records of Brevard County, Florida (collectively the “Prior Restrictions”); and

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

WHEREAS, this Amended and Restated Deed of Restrictions has been approved in writing as a revised, amended and restated amendment of the Prior Restrictions by a majority of owners' votes cast on proposed amendments as tallied on August 1, 2017; and

WHEREAS, the purpose of the Amended and Restated Deed of Restrictions of the Barefoot Bay Recreation District (BBRD) is twofold: 1. To ensure proper use and appropriate development and/or improvements of each residential Lot of Barefoot Bay and the community as a whole; and 2. To ensure that any such use, development or improvement is aesthetically compatible with other homes, protecting the value and desirability of all property in Barefoot Bay;

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

ARTICLE I DEFINITIONS

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

Section 2. “Association” shall mean and refer to Barefoot Bay Homeowners Association, a Florida Corporation and its successors and assigns.

Section 3. “Board of Trustees” shall mean and refer to the governing body of the Recreation District as defined in Brevard County Ordinance No. 84-05 and Section 418.302, Florida Statutes.

Section 4. “Guidelines for Use by the Architectural Review and Control Committee” (ARCC Guidelines) shall mean and refer to the document used by ARCC in reviewing and approving applications for construction of homes and structures or alterations to the exterior of homes and structures in Barefoot Bay. Said Guidelines shall be amended and updated to ensure compatibility with this Amended and Restated Deed of Restrictions.

Section 5. “Recreation District” shall mean and refer to the Barefoot Bay Recreation District created under Brevard County Ordinance No. 84-05 and Section 418.30 et.seq., Florida Statutes.

Section 6. “Owner” and “Lot Owner” shall mean and refer to the record owner, whether one or more person or entities, of a fee simple title to any lot which is a part of Barefoot Bay.

Section 7. “*Lot*” shall mean any lot of record appearing on any of the recorded plats of Barefoot Bay enumerated in the recitals of this instrument. If any manufactured or modular home has been placed on two adjacent platted lots in a manner such that the home is located across the platted boundary between such platted lots, the two platted lots shall be treated as a single Lot for purposes of this instrument.

ARTICLE II ARCHITECTURAL REVIEW & CONTROL

Section 1. Architectural Review & Control Committee.

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

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

(B) ~~Three additional~~ Five voting members of the ARCC shall be appointed as follows: ~~One (1) two (2)~~ by the Board of Trustees and ~~Two (2) three (3)~~ by the Association, all of whom shall be Lot owners.

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

(C) ~~(D)~~ Two (2) alternates shall be appointed, each to a three (3) year term as follows: One (1) by the Board of Trustees and one (1) by the Association, who shall both be Lot owners. Alternates shall only be permitted to vote when needed to establish a quorum as provided in the ARCC rules and procedures. If needed, the Chairman of the ARCC shall designate which alternate shall vote on any item.

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

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

(F) Quorum and Conduct of Business

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

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

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

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

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

Section 2. Requirements for approvals by ARCC.

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

1. The said building or other structure complies in all respects with the Provisions of this instrument; and

2. The said building or other structure is in conformity and harmony with such written rules as may from time to time be adopted by the ARCC.

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

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

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

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

Section 3. Architectural Design and Installation Requirements.

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

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

1. A patio roof, including posts and fascia, fabricated of aluminum or other approved material.

2. A garage or a carport roof, including posts and fascia, fabricated of aluminum or other approved material.

3. A utility room, fabricated of aluminum or other approved materials. A utility room is a building designed to house common household tools and equipment, and for general storage. The base of the building is a concrete slab. It may be used for housing a washer, dryer, and automatic hot water heater. A utility building must be structurally attached by full roof to the modular coach (mobile home) or carport at eave level. A utility room shall conform to all specific dimensions as approved and recorded by the ARCC.

4. A patio slab made of poured concrete, brick pavers, or other approved material.
5. A covered concrete carport slab having a minimum unobstructed area (except for steps) of eleven (11) feet by eighteen (18) feet.
6. A concrete driveway extending from the carport slab to the curb of the adjacent street which driveway shall include a widened or flared area as it approaches the street. All driveways and parking areas shall be of poured and reinforced concrete material.
7. Skirting material sufficient to completely enclose the entire base of the home. The skirting may be stucco skirting, stone skirting, outdoor Hardi Board skirting, or other approved material.
8. Central water, sewer and electricity connected to the home.
9. Landscaping with appropriate plants, grass, shrubs and/or trees in compliance with regulations adopted by the ARCC.
10. No dock, wharf, landing, boathouse or other structure shall extend from any Lot over or on any lake, canal, waterway or drainage easement.
11. Each home shall be complete, set up on piers, shall be leveled, and shall have a running gear and tongue of the manufactured or modular home removed as appropriate to the style of home being installed.
12. Each manufactured or modular home shall be tied down in accordance with all applicable building codes and with such installation inspection as required by law.
13. No manufactured or modular home installed on any Lot shall be more than four (4) years old.
14. A final survey showing the location of the home shall be submitted to the ARCC.
15. A Lamp Post approved by the ARCC shall be installed in front of all Residences and maintained in operational condition. Said Lamp post shall be illuminated from dusk to dawn ~~during any time that the residence is occupied~~ in accordance with ARCC Guidelines.
16. The address number of all Residences shall be affixed to the front of the carport or garage in such a manner as to be clearly visible and legible from the public or private way on which the home fronts. The numerals of the address number shall not be less than three (3) inches in height and one-half (1/2) inches in width.

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

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

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

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

(F) All manufactured or modular homes place on any lot in Barefoot Bay shall have complete sanitary facilities including lavatory, wash basin, tub or shower and kitchen sink. All homes shall be connected to public sewer and a public water supply in conformity with all requirements of applicable government agencies.

Section 4. Setbacks.

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

1. Corner Lots

Rear Setback - 7 1/2 feet

Side Setback from Adjacent lot - 7 1/2 feet

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

2. Interior Lots

Rear Setback - 7 1/2 feet

Side Setback - 7 1/2 feet

Front Setback - 10 feet

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

Section 5. Fencing.

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

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

Section 6. Antennas and Satellite Dishes.

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

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

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

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

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

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

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

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

3. Antennas shall be installed solely on property owned by the Lot Owner submitting the notice described in paragraph (C) of this section, and no part of any antenna

installation shall encroach upon common area of the Recreation District or on the property of any other Owner within Barefoot Bay.

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

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

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

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

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

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

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

Section 7. Enforcement of Architectural Control Requirements.

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

(A) The ARCC is to assist in the enforcement of the provisions of Article II of this Instrument. The ARCC shall advise and consult with a designated representative of the Recreation District with respect to apparent or alleged violations of the terms or conditions of Article II of this Instrument and as to the appropriate means to correct or remedy such violations.

This subsection shall not be deemed to limit the right of the Recreation District to determine for itself whether such a violation exists and the appropriate remedy for any such violation.

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

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

ARTICLE III RESTRICTIONS ON USE OF LOTS

Section 1. Residential Use.

No structure other than a single story, single-family residential dwelling shall be erected, altered, placed or permitted to remain on any lot. Each lot is hereby restricted to residential use by the Owner or Owners thereof and their immediate families, guests, lessees and invitees. No commercial or business activity shall be permitted upon any lot unless the occupant thereof holds a home occupation license issued by Brevard County for such activity; provided, however, that all lot owners shall comply with the requirements of Section 8 of the article.

Section 2. Condition of Property.

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

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

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

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

Section 3. Parking of Vehicles.

(A) No commercial vehicle, abandoned and/or inoperable vehicle, recreational vehicle, jet ski, boat, boat trailer, utility trailer, camper, motor home, camping trailer, truck camper, pickup truck with camper top or any vehicle in excess of 25 feet in overall length as measured from the foremost projection thereof to the rearmost projection thereof, shall be parked on any lot, driveway, carport or common area within Barefoot Bay, except for (1) commercial vehicles parked temporarily at a lot for the purpose of providing repair or other services to the occupant thereof, and (2) those vehicles described in subsection C of this section.

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

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

1. Notwithstanding any of the foregoing subparagraphs of this section, a recreation vehicle, boat, personal water craft, utility trailer, or boat mounted on a trailer may be parked in

the driveway on a lot for purposes of cleaning, loading, unloading, and preventative maintenance between the hours of 7 a.m. and 10 p.m. only. An owner may request that a vehicle be allowed to remain on a lot beyond the timeframe provided herein if extenuating circumstances exist submitting a request to Recreation District Resident Relations in advance of said occurrence. No vehicle shall remain on a lot beyond the timeframe provide herein without obtaining approval from Recreation District Resident Relations in advance.

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

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

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

Section 4. Pets.

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

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

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

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

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

Section 5. Nuisance.

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

Section 6. Signs.

(A) Not more than one sign having a maximum area of 6 square feet may be used to advertise a Lot "for sale" or "for rent," to advertise a contractor working on the property, or to express political views or support. Any such sign shall be made of wood, plastic, or metal and shall be maintained in good repair, free of faded or peeling paint or other material. Such signs shall be removed within two (2) weeks after the event.

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

(C) Signs displayed in front of or attached to the home having a maximum area of one (1) square foot indicating Brevard County Security Inspection and/or signs provided by the vendor of a home security system shall be allowed. Such signs shall not fall within the limitation set forth in Article III, Section 6 (A).

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

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

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

Section 7. Vehicle Repairs.

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

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

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

Section 9. Clotheslines.

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

Section 10. Condition of Skirting Material on Home.

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

Section 11. Maintenance of Exterior of Homes.

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

Section 12. Motorized Boats.

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

Section 13. Temporary Portable or Free-standing Structures.

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

Section 134. Enforcement of Deed of Restrictions.

(A) Violations Committee to assist in the enforcement of the provisions of this Instrument. The Violations Committee shall advise and consult with a designated representative of the Recreation District with respect to apparent or alleged violations of the terms or conditions of this Instrument. The Violations Committee shall bring apparent or alleged violations to the attention of the Recreation District and shall consult with the Recreation District's designated representative as to the appropriate means to correct or remedy such violations. The Violations Committee is authorized to impose administrative fines on behalf of the Board of Trustees to

enforce compliance with this Instrument to the extent that such administrative fines are authorized by the Florida Legislature. This subsection shall not be deemed to limit the right of the Recreation District to determine for itself whether such a violation exists and the appropriate remedy for any such violation.

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

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

ARTICLE IV FACILITIES OF RECREATION DISTRICT

Section 1. Ownership.

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

Section 2. Rules and Regulations.

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

Section 3. Social Membership Fee.

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

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

The Lot Owner's obligation for the Social Membership Fee accrues upon the genuine sale of a Lot in Barefoot Bay to such Owner, and the Recreation District shall have a lien upon such Lot for the Social Membership Fee until payment of the fee is made. If the Social Membership Fee remains unpaid more than thirty (30) days next after an owner takes title to a Lot in Barefoot Bay, the Recreation District's lien shall be subject to foreclosure in a court of competent jurisdiction in Brevard County, Florida. In any such legal action, the Recreation District shall be entitled to the award of all court costs and reasonable Attorney's Fee.

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

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

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

All Lot Owners of record within Barefoot Bay shall pay to the Recreation District the District's Recreation District Assessment levied in accordance with Section 418.30, et seq., Florida Statutes and the Recreation District's Maintenance Fee, charged in accordance with the

Prior Restrictions and the Recreation District's Assignment recorded at Official Records Book 3633, Page 0938, of the Public Records of Brevard County, Florida. Such fee and/or assessment fee may be levied as a monthly or annual charge for the acquisition, maintenance and operation of the Recreation District's facilities. No Lot Owner shall be excused from payment of such fees or charges by reason of non-use of the Recreation District's facilities or any portion thereof.

Section 5. Use of Golf Course.

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

ARTICLE V GENERAL PROVISIONS

Section 1. Easements.

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

Section 2. Severability.

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

Section 3. Duration of Covenants.

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

Section 4. Amendments.

Amendments to this instrument may be initiated by a Lot Owner, the Recreation District, or the Association. Any amendment shall become effective only upon approval by a majority of votes cast on any individual proposed amendment, provided however that the amendment

affecting any of the rights or responsibilities of either the Association or the Recreation District shall have the concurring vote of the Executive Board of the Association, and/or the concurring vote of the Board of Trustees of the Recreation District, as applicable. In voting with respect to any proposed amendment of this instrument, the Owners of each Lot shall be entitled to one vote, and multiple Owners of any given Lot shall designate which of the Owners shall be entitled to vote on any such proposal.

Section 5. Availability of Documents.

All documents referenced in the Amended and Restated Deed of Restrictions are available online at the official website of the Barefoot Bay Recreation District or at District Administrative offices upon payment of a reasonable copying fee consistent with the Recreation Districts's Public Record Request Policy.

Section 6. Correction of Spelling/Grammatical Errors.

The correction of spelling/grammatical errors in the Amended and Restated Deed of Restrictions may be made without requiring a vote of Lot owners.

**ARTICLE VI
PRIOR DEED OF RESTRICTIONS SUPERSEDED**

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

**ARTICLE VII
CERTIFICATE OF APPROVAL**

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

IN WITNESS WHEREOF, the undersigned officers of the Barefoot Bay Recreation District Board of Trustees have hereunto set their hands and seal this 13th day of October, 2017.

BAREFOOT BAY RECREATION DISTRICT

By: _____
STEVE DIANA, Chairman

Attest:

By: _____
JOSEPH KLOSKY, Secretary

Clifford R. Repperger, Jr., Esq.

From: Lori Scott <lscott@votebrevard.com>
Sent: Tuesday, August 01, 2017 5:37 PM
To: Clifford R. Repperger, Jr., Esq.; Dawn Myers (dawnmyers@bbrd.org)
Cc: Karen Graham; Tim Bobanic; Melissa Tarrant
Subject: BBRD Mail Ballot Outreach Election Results

Cliff & Dawn,

Below are the results from the mail ballot outreach election held for the Barefoot Bay Recreation District and concluded today.

2,613 ballots were returned
Of those, 1,033 were returned "undeliverable"
1,564 ballots were accepted and tabulated
12 ballots were rejected for no signature
4 ballots were deemed invalid and not counted

Question 1: Statement of Purpose

Yes (for approval): 1,286
No (for rejection): 258

Question 2: Definitions

Yes (for approval): 1,213
No (for rejection): 327

Questions 3: Reorganization of the ARCC, Voting Members, Term Limits, and Conduct of Business

Yes (for approval): 1,304
No (for rejection): 230

Question 4: ARCC Guidelines

Yes (for approval): 1,120
No (for rejection): 392

Question 5: Lamp Post Illumination Requirement

Yes (for approval): 1,195
No (for rejection): 341

Question 6: Fencing

Yes (for approval): 1,297
No (for rejection): 260

Question 7: Enforcement of Architectural Control Requirements

Yes (for approval): 1,151
No (for rejection): 372

Question 8: Lawn and Landscape

Yes (for approval): 1,292
No (for rejection): 259

Question 9: Curative Action

Yes (for approval): 1,113

No (for rejection): 414

Question 10: Recreation Vehicle, Boats, Trailers, Parking

Yes (for approval): 1,095

No (for rejection): 460

Question 11: Commercial Vehicle Parking

Yes (for approval): 1,107

No (for rejection): 444

Question 12: Allowance of Contractor Signs and Removal Date of All Signs

Yes (for approval): 1,357

No (for rejection): 195

Question 13: Authorization of Permanent Signs Indicating Security Inspections or Security System

Yes (for approval): 1,337

No (for rejection): 212

Question 14: Temporary Portable or Free-standing Structures

Yes (for approval): 1,190

No (for rejection): 353

Question 15: DOR Statement of Violation and Notice of Hearing

Yes (for approval): 1,300

No (for rejection): 234

Question 16: Availability of Documents

Yes (for approval): 1,374

No (for rejection): 157

Question 17: Correction of Spelling/Grammatical Errors

Yes (for approval): 1,298

No (for rejection): 250

Lori

Lori Scott

Brevard County Supervisor of Elections

[2725 Judge Fran Jamieson Way](#)

[Melbourne, FL 32940](#)

[321-633-2124](#)

[321-633-2130](#) (Fax)

www.votebrevard.com

Under Florida law, F. S. 668.6076, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Board of Trustees Workshop Agenda Memo

Date: October 13, 2017
Title: ARCC Appointment
Section & Item: 9F
Department: Office of District Clerk
Fiscal Impact: N/A
Contact: Dawn Myers, District Clerk or John W. Coffey, Community Manager
Attachments: Letters of interest
Reviewed by
General Counsel: N/A
Approved by:



Requested Action by BOT

Appointment of a Trustee as ARCC Liaison, two residents as ARCC voting members and one resident as an alternate member per the revised DOR.

Background and Summary Information

Based on the Amended and Restated DOR, all positions on the DOR are to be re-appointed. The BOT shall appoint:

- One trustee as a liaison
- Two voting members (one for two year term and one for three year term)
- One alternate for a three year term

The BFBHOA shall appoint:

- Two voting members (one for two year term and one for three year term)
- One alternate for a three year term

Two letters of interest were received by staff for the BOT appointed positions:

- Melba Lochmandy, 222 Kiwi Drive
- Brian Belanger, 1203 Croton Drive

Staff will forward to the Trustees and post on bbrd.org any additional resumes/letter of interest received prior to the meeting.

John Coffey

From: Dawn Myers
Sent: Friday, October 06, 2017 2:26 PM
To: John W. Coffey
Subject: FW: ARC Committee

Please see below

From: Dawn Myers [mailto:dawnmyers@bbrd.org]
Sent: Friday, September 1, 2017 2:35 PM
To: John W. Coffey
Subject: FW: ARC Committee

From: Ross [mailto:sunpalms2@aol.com]
Sent: Thursday, August 31, 2017 5:59 PM
To: dawnmyers@bbrd.org
Subject: ARC Committee

Being on the ARC committee was truly educational. The committee gives you a complete understanding as to what goes on in Barefoot Bay. It is true our property is being listed for sale. However since it has not sold as of yet I would like to continue serving on the committee. Please accept this letter for consideration for this position.

Brian
Belanger

John Coffey

From: Dawn Myers
Sent: Friday, October 06, 2017 2:17 PM
To: John W. Coffey
Subject: FW: ARCC

Please see below

From: Dawn Myers [mailto:dawnmyers@bbrd.org]
Sent: Friday, September 1, 2017 2:34 PM
To: John W. Coffey
Subject: FW: ARCC

From: Melba Lochmandy [mailto:h20color@cfl.rr.com]
Sent: Friday, August 25, 2017 11:24 AM
To: dawnmyers@bbrd.org
Subject: ARCC

I would like to submit my application and interest in becoming a member of the Architectural Review & Control Committee.

I am a full time homeowner in Barefoot Bay, and have lived here for 16 years. Barefoot Bay is a beautiful and wonderful community, I share an interest with other community homeowners to preserve and continue the current appearance we now experience.

As the publisher of "the Barefoot Tattler", we have a vested interest in this community's future plans.

I can make myself available to answer any questions regarding my interest in this committee appointment. I can be reached at 772-913-2902

Respectfully submitted,

Melba Lochmandy
222 Kiwi Dr.
Barefoot Bay

Sent from my iPad

Board of Trustees Workshop Agenda Memo

Date: October 13, 2017
Title: Utility and Golf Cart Replacements
Section & Item: 9G
Department: R&M/Capital
Fiscal Impact: \$36,998.46 (FY18 Budget of \$42,600)
Contact: Matt Goetz, Property Services Manager
or John W. Coffey, Community Manager
Attachments: Bids from WescoTurf and John Deere
Reviewed by
General Counsel: N/A
Approved by:



Requested Action by BOT

Award of contract for replacement of four carts used by the Property Services Department.

Background and Summary Information

The FY18 R&M/Capital Budget contains \$42,600 for the replacement of one heavy duty utility cart and three golf carts used by Property Service Department personnel. Due to the lower than anticipated cost of purchasing said vehicles from vendors with state contracts, staff recommends purchasing two heavy duty utility vehicles and two golf carts. A breakdown of the budget versus recommended purchases is listed below:

	Budget	Quote
2008 H.D. Cart	15,000.00	9,513.92
H.D. Cart	-	9,513.92
2000 Golf Cart	9,200.00	8,985.31
2012 Golf Cart	9,200.00	8,985.31
2003 Golf Cart	9,200.00	-
Total	42,600.00	36,998.46
Saving from Budget		5,601.54

Of note, the Toro state contract price is 21% below MSRP and the John Deere contract price is 11% below suggested sales price.

Staff recommends the BOT award contract for two Toro Workman GTX (heavy duty utility) carts from WescoTurf via state contracting in the amount \$19,027.84.

Staff also recommends the BOT award contract for two John Deere TX model golf carts from Deere & Company (Everglades Equipment Group) via state contracting in the amount of \$17,970.62.



2101 Cantu Court, Sarasota FL 34232

300 Technology Park, Lake Mary FL 32746

7037-37 Commonwealth Avenue, Jacksonville, FL 32220

September 26, 2017

Matt Goetz, Property Services Assistant
Barefoot Bay Rec District
895 Falcon Dr
Barefoot Bay, FL 32976

Dear Matt Goetz,

Thank you for your interest in Wesco Turf. Per your request, I am pleased to submit the enclosed quotation. This quotation meets or exceeds ANSI Safety Specifications. Toro Commercial Equipment carries a two-year or 1500 hour warranty.

Pricing is valid for (30) days from the date of quotation. Time of delivery may vary; please check when placing order.

State Contract Number: 21100000-15-1

Please fax your purchase order to Wesco Turf at 941.487.6889.

Should you have any further questions regarding this proposal, please do not hesitate to contact me or our office. My direct phone number and email are listed below for your convenience. Once again, thank you for your consideration of Wesco Turf.

Best regards,

Bill Wallace

Commercial Golf / Sports Fields & Grounds Territory Manager - Lake Mary
(321) 403-1074, bill.wallace@wescoturf.com



September 26, 2017

Quote #: Q-00009635

Matt Goetz, Property Services Assistant
Barefoot Bay Rec District
895 Falcon Dr
Barefoot Bay, FL 32976

Bill To: 307512
BAREFOOT BAY REC DISTRICT
625 BAREFOOT BLVD
BAREFOOT BAY, FL 32976

Ship To: 305292
BAREFOOT BAY REC DISTRICT
GENERAL MAINTENANCE
895 FALCON DRIVE
BAREFOOT BAY, FL 32976

State Contract Number: 21100000-1S-1

All pricing is valid for thirty (30) days

Total Units	Qty	Model No	Description	MSRP Each	Discount %	Price Each	Net Price	Extended Price
2	1	07042	Toro Workman GTX (Gas) 2017	9,649.00	21.00	7,622.71	9,513.92	\$19,027.84
	1	07140	Canopy, 2-Seat	669.00	21.00	528.51		
	1	07151	Folding Windshield For Canopy	300.00	21.00	237.00		
	1	132-8579	Brake & Signal Light Kit	740.86		740.86		
	2	131-6690	Small Seat Cover	44.79		44.79		
	1	133-7145	Heavy Duty Spring Kit	55.89		55.89		
	1	07145	Brush Guard	303.00	21.00	239.37		

Terms:	Net 30 Days
Equipment Total	\$ 19,027.84
State Sales Tax (6.00% + 1.00% County Surtax)	\$ 0.00
Total	\$ 19,027.84

Please indicate your acceptance of this quote as an order by signing below and returning via e-signature or via fax to Wesco Turf at 941.487.6889. Please include your preference for height of cut and requested delivery dates where applicable.

Check this box if you want to receive a hard copy of the Parts Manual.

PDF version is also available online at <https://www.wescoturf.com/content/51-toro-manuals>

Signed: _____

Name: _____

Date: _____

The above quote meets or exceeds ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty.

The preceding pricing is good for 30 days, not including Sales Tax, after which time new pricing would have to be submitted. Time of delivery may vary; please check when placing order. All payments are subject to state and local taxes.



Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Bill Wallace

Commercial Golf / Sports Fields & Grounds Territory Manager - Lake Mary
(321) 403-1074, bill.wallace@wescoturf.com



JOHN DEERE



Selling Equipment

Quote Id: 16119123 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Everglades Equipment Group
6150 Orange Avenue
Fort Pierce, FL 34947
772-461-5568
fortpierce@evergladesfarmequipment.com

JOHN DEERE TX (Model Year 18)

Contract: FL Ag & Lawn Equip 21100000-15-1 (PG F2)

Price Effective Date: September 25, 2017

Suggested List *

\$ 10,135.58

Selling Price *

\$ 8,985.31

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
571CM	TX (Model Year 18)	1	\$ 8,279.00	12.00	\$ 993.48	\$ 7,285.52	\$ 7,285.52
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	12.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build to Order	1	\$ 0.00	12.00	\$ 0.00	\$ 0.00	\$ 0.00
1016	AT (All Terrain) Tires	1	\$ 0.00	12.00	\$ 0.00	\$ 0.00	\$ 0.00
2017	Adjustable Seat	1	\$ 90.00	12.00	\$ 10.80	\$ 79.20	\$ 79.20
3001	Deluxe Cargo Box with Paint and Reflectors	1	\$ 0.00	12.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Less Power Lift	1	\$ 0.00	12.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	1	\$ 0.00	12.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	12.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 90.00		\$ 10.80	\$ 79.20	\$ 79.20
Dealer Attachments/Non-Contract/Open Market							
CANOPY	CANOPY	1	\$ 425.00	0.00	\$ 0.00	\$ 425.00	\$ 425.00
WINDSHI	WINDSHIELD ELD	1	\$ 125.00	0.00	\$ 0.00	\$ 125.00	\$ 125.00
BM23734	Cargo Box Power Lift	1	\$ 821.76	12.00	\$ 98.61	\$ 723.15	\$ 723.15
BM26161	Tailgate w/ brake and tail lights for toolboxes	1	\$ 356.31	12.00	\$ 42.76	\$ 313.55	\$ 313.55
BM23989	Drawbar, 1.25 in. (38mm)	1	\$ 38.51	12.00	\$ 4.62	\$ 33.89	\$ 33.89
Dealer Attachments Total			\$ 1,766.58		\$ 145.99	\$ 1,620.59	\$ 1,620.59
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price							\$ 8,985.31
Total Selling Price			\$ 10,135.58		\$ 1,150.27	\$ 8,985.31	\$ 8,985.31



JOHN DEERE



Selling Equipment

Quote Id: 16119123 Customer Name:

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Everglades Equipment Group
6150 Orange Avenue
Fort Pierce, FL 34947
772-461-5568
fortpierce@evergladesfarmequipment.com



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Everglades Equipment Group
6150 Orange Avenue
Fort Pierce, FL 34947
772-461-5568
fortpierce@evergladesfarmequipment.com

Quote Summary

Prepared For:
Barefoot Bay
FL

Delivering Dealer:
Everglades Equipment Group
Mitch Burney
6150 Orange Avenue
Fort Pierce, FL 34947
Phone: 772-461-5568
mburney@evergladesfarmequipment.com

Quote ID: 16119123
Created On: 25 September 2017
Last Modified On: 25 September 2017
Expiration Date: 26 October 2017

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE TX (Model Year 18)	\$ 10,135.58	\$ 8,985.31 X	1 =	\$ 8,985.31
Contract: FL Ag & Lawn Equip 21100000-15-1 (PG F2)				
Price Effective Date: September 25, 2017				
Equipment Total				\$ 8,985.31

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 8,985.31
Trade In	
SubTotal	\$ 8,985.31
Est. Service Agreement Tax	\$ 0.00
Total	\$ 8,985.31
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 8,985.31

Salesperson : X _____

Accepted By : X _____

Board of Trustees Workshop Agenda Memo

Date: October 13, 2017

Title: D/E Video System Upgrade and Replacement

Section & Item: 9H

Department: R&M/Capital

Fiscal Impact: \$17,115.00

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

Attachments: Quote from Encore Broadcast Solutions

Reviewed by
General Counsel: N/A

Approved by:



Requested Action by BOT

Review and award of contract for upgrade and replacement of D/E Video system

Background and Summary Information

Currently BBRD staff digitally record BBRD meetings and budget workshops and transmit the data to Space Coast Government TV (SCGTV) to be broadcast on the local government cable access channel. Additionally, said recordings are uploaded the BBRD's Youtube channel for viewing. Due to the older technology currently used, there has been multiple times in the past that the sound quality broadcast by the cable channel was not of sufficient quality to be understood. Additionally, the cable channel will be converting to high definition broadcasts in the future which will require entities submitting videos for broadcast to have a higher quality level than currently required.

Staff research other entities regarding who they have used for video recording needs and Encore Broadcasting Solutions was recommended. In the recent past they have been contracted by the following local governments:

- City of Titusville
- R.L. Stevenson Elementary Public School (Merrit Island)
- Brevard County

Based upon a site review of Building D/E and our current system, a quote was received from Encore Broadcasting Solutions for new equipment and installation in the amount of \$17,115.00. Due to the vendor's prior experience with government agencies and their understanding of the new technical specifications of SCGTV, staff recommends waiving the Policy Manual's second quote requirement for this procurement.

Although this is not a budgeted item within the FY18 Budget, \$50,000.00 is available in R&M/Capital contingency for such unplanned expenses.

Staff recommends the BOT waive the second quote requirement, award contract for upgrade and replacement of D/E video recording system to Encore Broadcasting Solutions in the amount of \$17,115.00 and instruct staff to transfer said monies from the FY18 R&M/Capital Contingency line-item to a new project line-item in said department.



1110 Douglas Avenue, Suite 1001
 Altamonte Springs, FL 32714
 P: (407) 327-9006 F: (407) 327-2202
 www.encorebroadcast.com

QUOTE 199

DATE: 7/3/2017

COMPANY: Barefoot Bay Recreational District
 625 Barefoot Blvd.
ADDRESS: Barefoot Bay, Florida 32976
ATTENTION: Matthew J. Goetz
PHONE: (772) 494-9985
EMAIL: mattgoetz@bbrd.org

SALES PERSON: David Quinn
DELIVERY: Net 30 Days
VALID UNTIL 9/6/2017
TERMS: Net 30 Days

Qty	Item	Description	Cost	Total
1	Sony- MCX 500	Live HD Production Switching with Streaming Output	2,390.00	2,390.00
2	Sony-HXRNX5R	NXcam handheld memory camcorder	3,500.00	7,000.00
1	LG- 32LV340C	32" HD Display with HDMI input and stand	330.00	330.00
1	Datavideo- CG-300 Kit	CG-300 SD/HD with normal features includes Decklink 4K Extreme Card	1,815.00	1,815.00
1	Middle Atlantic-MDV-DSK	MDV system desk with 2x4sp overbridge	510.00	510.00
1	MISC INSTALL	MISC ITEMS NEEDED TO COMPLETE A INSTALL	570.00	570.00
1	Installs-Out	Installation and Engineering	4,500.00	4,500.00
		Florida State Sales Tax 6%	6.00%	0.00

TERMS: **Total \$17,115.00**

* Quoted price does not include applicable Sales Tax or shipping and handling unless indicated above.
 * Shipping is FOB Origin - Pre Paid and added to invoice unless indicated above.

I have read and accept, by my signature, the terms of this ProForma Invoice which govern the sale of products of services to me or, if a corporation, by me as a duly authorized representative of said corporation. When sent by facsimile or email, I agree that my signature shall be conclusive evidence of the Buyer's acceptance of these terms.

ACCEPTED AND AGREED BY:

PRINT NAME: _____

DATE: _____

SIGNATURE: _____

TITLE: _____

Board of Trustees Workshop Agenda Memo

Date: October 13, 2017

Title: Winter Overseeding Award of Contract

Section & Item: 9I

Department: Golf-Pro Shop and Property Services:
Recreation

Fiscal Impact: \$11,064.30

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

Attachments: Over seeding proposal from ABM

Reviewed by

General Counsel: N/A

Approved by:



Requested Action by BOT

Waiver of second quote requirement and award of contract for lawn bowling and golf course fairway winter over seeding.

Background and Summary Information

The contract with ABM for maintenance of the golf course softball field and lawn bowling field covers winter over seeding for the golf course greens and softball outfield. The FY18 Budget contains funding for the over seeding of the golf course fairways and lawn bowling field. ABM submitted a proposal for said additional coverage for \$11,064.30. Sufficient budget exists in R&M Grounds line items in Golf-Pro Shop and Property Services: Recreation Departments for this expense. Both golfers and lawn bowlers were very pleased with the quality of play last year as a result of the over seeding.

The Policy Manual requires a second quote/bid for all expenses over \$1,000 unless the procurement applies to one of the exceptions to completion. Under agenda item 9J, staff is recommending adding a 9th exception which would apply to situations like this where an existing vendor who is responsible for long-term maintenance of an amenity is requested to submit a proposal affecting said long-term maintenance. Until that additional exception is added, the BOT will need to waive the second quote requirement for this award of contract.

Staff recommends the BOT waive the second quote requirement and award contract for winter over seeding of golf course fairways and lawn bowling field to ABM in the amount of \$11,064.30.

Board of Trustees Workshop Agenda Memo

Date: October 13, 2017
Title: Policy Manual Revision
Section & Item: 9J
Department: Office of the District Clerk
Fiscal Impact: N/A
Contact: Dawn Myers, District Clerk or John W. Coffey, Community Manager
Attachments: Revised Policy Manual and Resolution #2017-14
Reviewed by: Yes
General Counsel:
Approved by:



Requested Action by BOT

Review proposed changes to the Policy Manual and adoption of accompanying resolution.

Background and Summary Information

Multiple changes are proposed for the Policy Manual.

1. Neighborhood Revitalization Program language (page 11)

Beginning in FY16, the BOT has budgeted annually monies for the acquisition of distressed properties, the removal of the homes and the sale of the property in an effort to stabilize and revitalize neighborhoods in decline. On 25Jul17, the Neighborhood Revitalization Program BOT Sub-Committee was established by the BOT. On 05Sep17, NRP met and recommended to the BOT that the following language be added to the Policy Manual.

Purchase or Sale of Properties by BBRD Using Neighborhood Revitalization Program (NRP) Funding

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

The purchase of the property shall be ratified by the Board of Trustees at the next scheduled regular meeting of the Board of Trustees.

The Chairman of the NRP BOT Sub-Committee shall be authorized to sign any proposed contracts for sale of BBRD owned properties acquired through the NRP (as recommended by the Community Manager or designee). Once a property is under contract for sale, the transaction shall be placed on the next regularly scheduled BOT meeting agenda for confirmation.

Any proceeds from sale of properties acquired through the NRP shall be added back into the NRP expenditure account via a budget amendment at the next available meeting after receipt of proceeds for said sale.

2. Use of Employment Agencies and/or Temporary Employees (page 11)

Previously, the BOT voiced a desire to amend the Policy Manual language by eliminating the BOT approval of use of said employment agencies or temporary employees unless a budget amendment is required. Currently, use of an employment agency resulting in expenditures greater than \$7,500.00 requires BOT pre approval.

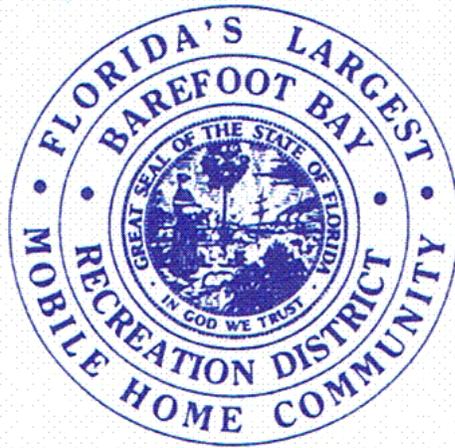
3. Definition of an amenity (page 16)
On 23May17, the BOT approved the definition of "Amenity" as "something, such as a swimming pool or shopping center that is intended to make life more pleasant or comfortable for the people in a community."
4. Removal of 6 month golf membership and cleanup of associate language (pages 23-24)
Per BOT action to eliminate semi-annual memberships and expanded methods for payment of golf memberships, language in this section is deleted and revised to reference rules promulgated by staff.
5. Increase in one-time social membership fee (page 30)
Per BOT action within the FY18 Approved Budget, the one-time social membership fee is raised to \$750.00 plus tax.
6. Increase in seasonal social membership fee (page 31)
Per BOT action within the FY18 Approved Budget, the seasonal social membership fee is raised to \$25.00 plus tax.
7. Increase in annual adult renter's social membership renewal (page 31)
Per BOT action within the FY18 Approved Budget, the annual adult renter's social membership renewal fee is raised to \$50.00 plus tax.
8. Addition to exception to competition (page 8)
Addition of language *"Capital or R&M projects proposed by a vendor responsible for long-term maintenance when recommended by responsible department manager and approved by the Community Manager."*

The addition of this 9th exception to competition would codify the current practice of not requiring a second quote or bid for work on the golf course when the first quote or bid is from ABM. In the past, staff has tried to obtain second or third quotes only to be typically told by other vendors that they were not interested due to the competitive disadvantage they had compared to the on-site maintenance company. On rare occasions second quotes were received they rarely were competitive.
9. Deletion of redundant language under Section 2.6 "Inventories" (page 2)
The deletion of the following sentence will eliminate confusion regarding similar language under the Section 2.7 "Fixed Assets":
A listing of all equipment for each department, with a purchase price greater than \$1,000 shall be maintained. Each item received is tagged with an all-weather tag.
10. The addition of a sub-section entitled "Use of Pre-paid credit card" under Section 2.13 Procurement Policy, immediately following the "Blanket Purchase Orders." Said proposed language as follows will decrease staff time involved in one-time purchases from vendors who we do not have credit accounts with and will decrease the use of petty cash.
Department Managers may be authorized by the Community Manager to use pre-paid credit card with a maximum limit of \$1,000.00 for minor purchases where credit accounts or payment by check is not acceptable or efficient. The Finance Manager or designee shall monitor the usage of departmental pre-paid credit card. Departments shall be limited to one-prepaid credit card. Said cards shall be secured stored by the Department Managers when not in use.:

Staff recommends the BOT approved Resolution # 2017-14 adopting the revised Policy Manual as attached.

Barefoot Bay Recreation District

Policy Manual



[Proposed Revisions of 13Oct17](#)

~~[Includes Revisions Adopted by BOT on 25Apr17](#)~~

Exhibit A
Barefoot Bay Recreation District
Policy Manual
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Exhibit A
Barefoot Bay Recreation District
Policy Manual
PURPOSE

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PURPOSE

The Barefoot Bay Recreation District Policy Manual has been developed to provide the Board of Trustees and employees of the District with assistance in effectively performing their responsibilities by stating the policies of the District and the Financial Department and the ways and means of accomplishing its goals.

This Policy Manual was established based on the criteria identified by applicable state law and statutes, administrative code and Uniform Accounting System_Manual and recommendations from the District's financial auditors.

The reasons for developing a Policy Manual include:

1. Written policies promote teamwork.
2. Written policies promote clarity, consistency and continuity of performance.
3. Written policies provide useful information for training programs and a means of comparing competent practice to the written approved descriptions of policies.
4. The written manual is a central source of adding, changing or deleting policy.
5. Written policies promote proper delegation of authority.
6. Using a policy manual supports effective time management for supervisors to provide for planning and departmental development functions.
7. Policy manuals save supervisory time spent in answering repetitive questions.
8. Policy manuals serve as a source document for inspection by approval agencies.

The Board of Trustees will modify and adopt changes to the Policy Manual as needed to best serve the operation and intent of the Recreation District and will conduct a full review as needed to address any recommended changes to the entire document.¹ Revised Policy Manuals will replace the outdated policy manuals (if changes are made) in all Departments as soon as possible after adoption. The Department Managers will be responsible for replacing the Policy Manuals and the necessary review and training required by the updates. The Policy Manual will be updated and printed through the Administration Department of the Barefoot Bay Recreation District.

To the extent that these policies reference any specific statute, ordinance, law or rule, the Board specifically intends that these policies shall comport with and/or incorporate any amendments to such statute, ordinance, law, or rule subsequent www.myflorida.com is the website for easy access to Florida Statutes. As the statute(s) change(s), this policy manual will be modified accordingly.

Exhibit A
Barefoot Bay Recreation District
Policy Manual
General Operating Policy

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Part One. General Operating Policy

1.0 EMPLOYMENT AND TRAINING

Barefoot Bay Recreation District recognizes the value of employees, and wishes to acquire talented personnel, providing the necessary training to allow employees to advance within the organization. Barefoot Bay Recreation District will hire the most suitable candidate for any open position, and employees to learn about the organization and to work as a valued team member.

Standard hiring practice is to perform open recruitment for job openings. To encourage employee personal and professional development growth, the hiring manager may elect to use internal recruitment only when the hiring manager and his or her supervisor believes there is more than one qualified employee to fill the position. Under special circumstances (key critical positions), the Community Manager may authorize promotion or appointment of a qualified candidate to a position without using the recruitment process. Upon such circumstances a written statement will be placed in the employees file explaining why the normal process was not used.

Within budgetary restraints, the District recognizes the importance of professional continuing education to maintain and grow skills sets of professional positions. Training will be completed in state only. In the event there is a need for out of state training, the Board will approve out of state travel. ²

1.1 TRAVEL POLICY

Barefoot Bay Recreation District does not recommend the use of personal vehicles for business purposes. Employees will not be reimbursed for mileage when they use their personal vehicle for Barefoot Bay Recreation District business. An exception is made when 1. an employee is required to attend a seminar, training or any overnight business travel, or 2. An employee is on an official assignment and a Barefoot Bay vehicle is not available³, subject to prior approval of district management. If necessary, during a declared emergency, district management may waive this policy. ⁴

Per diem and travel expenses of public officers, employees and authorized persons shall be reimbursed in accordance with Section 112.061, Florida Statutes. Training will be completed in state only. In the event there is a need for out of state training, the Board will approve the travel. ⁵These basic policies apply to all BBRD travel:

- a. All travel, if pre-authorized by the Community Manager
- b. Receipts are required for reimbursed expenses
- c. Rates of per diem and subsistence allowance and mileage rate for use of personal vehicles is reimbursed in accordance with Sec.-112.061, F.S.
- d. Expense reports that approved by the Department Head and Community Manager are reimbursed in a timely manner.

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Barefoot Bay Recreation District
Policy Manual
General Operating Policy

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- e. Traveler must elect prior to travel use of per diem or reimbursement for meal expense (including up to 15% tip and sales tax).^{6 7}

1.2 REPORTS REQUESTED BY THE BOARD OF TRUSTEES

The following reports shall be provided by the 15th of each month:

1. A financial report showing the actual expenses and revenues for each month and year to date compared to the budget amount for the year for all departments and overall district.
2. Revenues and Expenditures of any federal, state, or local agency grant funds applicable to any budgeted project shall be accounted for as separate line items.

The following report shall be provided at each meeting:

1. A listing of all checks paid by the District from the previous meeting to the current report time. The list will include the amount of the check, vendor, and description.

1.3 JOB INSTRUCTION TRAINING MANUAL

Job Instruction Training Manual will be established and updated by management on an “as needed” basis. Input from the Department Managers and employees will be valuable in keeping these documents current and representative of actual procedures. Attention will be focused on best practices as recommended by management, audit recommendations, and legal professional recommendations. Department Managers will be responsible for instruction and training on the updated JIT and Procedure Manual.

Exhibit A

Barefoot Bay Recreation District Policy Manual
GENERAL FINANCIAL POLICIES

Part Two. General Financial Policies

2.0 ACCOUNTS PAYABLE

All bills, packing slips, filled purchase orders and applicable paperwork must be turned into accounts payable on a daily basis, and all bills must be signed by the department manager or designee.⁸ Unsigned bills will be returned to the department and payment will be delayed.

Sales Tax

Sales tax is collected on all taxable items and paid in accordance with Florida Statutes. This includes, but is not limited to, shopping center rentals, pro shop sales, food and beverage sales and resident user fees.

2.1 ACCOUNTS RECEIVABLE

All receipts are recorded when received and coded to the proper General Ledger accounts. Bank deposits from each location are compiled into one deposit and deposited with the bank of record each day. Customer accounts will be credited with payment receipts by the next business day following the receipt of the payment.

2.2 ASSESSMENT FEE COLLECTION POLICY

Customers delinquent 30 days or more are subject to a monthly \$10.00 delinquent fee until their account is current. Payments are due on the first day of each month. Accounts are delinquent after 30 days.

When a resident goes 60 days past due, the District mails a demand letter that documents the delinquency and notifies the property owner of the District's intent to collect the debt. If there is no response to the demand letter, 10 days from the date of the letter, a lien is recorded on the property. The District sends a copy of the signed and notarized lien to the resident, both by certified mail and by regular mail and the District files the lien with the county. If there is still no response sixty (60) days after the date of recording or one year after the delinquent installment first became due (whichever is later), the overdue account will be sent to the District's attorney for collection.

In cases where a property owner disputes the District's assertion that an assessment payment is delinquent, the District shall reimburse the property owner up to an amount of \$50.00 in bank fee charges incurred by the owner to obtain bank documentation which affirmatively demonstrates that payment of the delinquent assessment was made timely by the owner. Such reimbursement shall be made only after verification of valid payment by the District, and in no instance shall District funds be advanced to an owner for such purpose prior to verification of valid payment.

Effective October 1, 2009, the District shall collect its assessment via the uniform method for the levy, collection, and enforcement of non-ad valorem assessments pursuant to Sec. 197.3632, Florida Statutes. Delinquent accounts as of that date will be processed by the District in the manner provided for above.

Exhibit A

Barefoot Bay Recreation District Policy Manual
GENERAL FINANCIAL POLICIES

2.3 CONVEYANCE OF PROPERTY

The appropriate social membership fee plus sales tax is collected from each new owner each time the property changes hands, in accordance with the District's General Rules Applicable to District Facilities and the Deed of Restrictions.

2.4 PAYROLL

Payroll is processed on a biweekly schedule. The pay period runs Monday 12:01 AM to Sunday at 11:59 PM.

All employees must use the accepted method of time keeping for recording time in and out as well as sick, vacation, and personal time off.

2.5 RETIREMENT PLAN

A retirement plan is available for any full time employees who wish to participate. The District will match one for one up to 3% of employee's deduction of gross wages.⁹

2.6 INVENTORIES

Monthly a physical inventory is taken of food and beverage supplies, food stock, and pro shop merchandise and reconciled to the ledger.

~~A listing of all equipment for each department, with a purchase price greater than \$1,000¹⁰ shall be maintained. Each item received is tagged with an all-weather tag.~~

2.7 FIXED ASSETS (tangible personal property)

A listing of all fixed assets with a value of \$2,000.00 or more will be maintained, updated, and completed for each year by September 30th. Each item received is tagged with an all-weather tag. Additions and deletions of tangible asset require approval by Community Manager.¹¹

Surplus or otherwise obsolete tangible personal property owned by the District may be disposed of in any manner as provided in Chapter 274 Florida Statutes, or as otherwise provided by general law.

2.8 YEARLY BUDGET SCHEDULE AND LEVY OF ASSESSMENTS

The audit should be completed according to Florida Statutes. The yearly budget schedule is prepared in accordance with the requirements as provided in Article VI BREVARD COUNTY ORDINANCE NO. 84-05 (The Charter of the Barefoot Bay Recreation District) as excerpted below:

Fiscal Year and Budget Process

"The fiscal year of the district shall commence on October 1 of each year and end on September 30 of the following year. The trustees shall, on or before April 1 of each year, prepare an annual financial statement of income and disbursements during the prior fiscal year. On or before July 1 of each year, the trustees shall prepare and adopt an itemized budget showing the amount of money necessary for the operation of the district for the next fiscal year and the special assessment to be assessed and collected upon improved residential parcels of the district for the next ensuing year. Each year such a financial

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statement shall be published once during the month of April in a newspaper of general circulation within the county. A copy of the statement and a copy of the budget shall also be furnished to each owner of an improved residential parcel within 30 days after its preparation, and a copy of each shall be made available for public inspection at the principal office of the district at reasonable hours."

In order to meet the time frame mandated by the Charter, and the Florida Statutes, the Community Manager will begin to hold pre-budget meetings with each department of the district in order to have a draft of the proposed budget available for trustee perusal and public meetings. The Community Manager shall have a working draft available by April 1 of each year.

April 1	Prior fiscal year Financial Statement and working draft of next fiscal year's Budget to be presented to Trustees.
First Week of April	First working draft presented to the Trustees
Third Week of April	Workshop for the Trustees to give their recommendations to the Community Manager.
Fourth Week of April	Publish prior fiscal year Financial Statement in generally circulated newspaper within Brevard County.
Third week of May	Workshop to present proposed draft for mail out to community and hear comments from both Trustees and citizens.
Regular May Meeting	Adopt proposed draft for mail out to property owner of record and set Public Hearing date (must be 21 days after notice is published).
On or before Monday after May meeting	Publish notice of Public Hearing in newspaper of general circulation (must be 21 days prior to hearing). Mail proposed budget, proposed assessment rate, and prior year financial statements to all property owners of record.
June 20th to June 30th	Time frame for Public Hearing, for community input, on proposed budget, proposed assessment that was received in mail. Board will have to consider two resolutions. One to set the special assessment rate, and one to adopt the formal budget.
September 15	Deadline to certify the Non-Ad valorem Assessment Roll to Brevard County Tax Collector
September 30	Current fiscal year ends
October 1	New fiscal year starts

2.9 ESTABLISHING A NEW FUND

It is the policy of the Recreation District to establish a new fund based on the criteria identified by the State of Florida in the Uniform Accounting System Manual. The manual recommends that only a minimum number of funds consistent with the legal and operational requirements of the District should be established. Each new fund adds complexity and costs to the administration of the District's financial system. A fund is defined as an independent fiscal and accounting entity consisting of a self-balancing set of accounts segregated for the purpose of carrying on specific activities in accordance with defined regulations, restrictions and limitations. This policy should address the following areas when opening a new fund:

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Charter Reference

The terms of reference are required, giving authority to open a new fund and setting out its purpose, manner of operation and peculiarities, if any.

Fund Identification and Interaction with Other Funds

The named fund is allocated an identifying number for General Ledger data collection and reporting.

The General Ledger set-up should take cognizance of the relationship of the new fund to existing funds and the appropriate codes put in place to facilitate operation.

2.10 Budget Amendments and Transfer ¹²

Budget Amendments

Budget amendments that either increase or decrease the amount of a fund or department within the General Fund will be recommended by the Finance Manager, approved by the Community Manager and authorized by a affirming vote of the Board of Trustees with an accompanying resolution to the budget amendment.

The only exception to this policy will be the annual allocation of the employee incentive budget once all employees have received their annual evaluations. This Budget Transfer will be recommended by the Finance Manager and approved by the Community Manager. A copy of said budget amendment will be provided electronically to the Trustees on the date of execution.

Budget Transfers

Budget transfers that do not either increase or decrease the amount of a fund or department within the General Fund will be recommended by the Finance Manager and approved by the Community Manager.

2.11 CHART OF ACCOUNTS – GENERAL LEDGER ACCOUNT STRUCTURE

Each fund has its own chart of accounts for all transactions relating to:

- Balance Sheet
- Revenues
- Cost of Sales (if applicable)
- Expenditures /Expenses

The funds and purposes are listed below. The General Fund and the Debt Service Fund consist of revenue and expenses for various operations. The other funds listed below are maintained as record-keeping funds.

Description	Purpose
General Fund	Legislative Expenses, includes G/L accounts for Special Reserve, Stormwater, Capital, and Shopping Center departments. Revenue received as federal, state, or local agency grant funds shall be maintained in a separate account within the General Fund.
Debt service fund	To record deposits and payments to long term debt

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General Fixed Assets Fund	Used to record capital assets and accumulated depreciation
General Long Term Debt Fund	Current balances for Long Term Debt
Government Wide Fund	Reconciling/conversion entries to Government Wide Statements

2.12 BANK ACCOUNTS

The District maintains bank accounts necessary to provide for operations.

Account **G/L Account #**

General Fund 001-101000

Purpose: receipts and expenditures for the General Fund.

Investment Policy

The District has an investment policy whereby the District can invest in various instruments and programs. The District currently participates in the State Board Association Pooled Investment Program (SBA) The interest earned on the SBA investments is recorded annually.¹³ Funds moved out only by Board of Trustees resolution.

SBA Reserve Account¹⁴
(Purpose: to reserve money for emergency needs).

SBA Debt Service Account¹⁵
(Purpose: to reserve funds for payment of long term debt).¹⁶

2.13 PROCUREMENT POLICY

Ethical Standards and Their Application to Procurement

No officer or employee of the Barefoot Bay Recreation District shall have any financial interest in the profits of any contract, service, or other work performed for BBRD; nor shall an officer or employee personally profit directly or indirectly from any contract, purchase, sale, or service between BBRD or any person or company, nor personally or as an agent provide any surety bail or bond required by law or subject to approval by the Board of Trustees. No officer or employee shall accept any free or preferred service, benefits, or concessions directly or indirectly, from any person or company doing business with, or soliciting business from BBRD.

Payment of Sales Tax

In accordance with State law, Barefoot Bay Recreation District is exempt from paying sales tax on purchases. A copy of the District's sales tax exemption certificate shall be maintained and available at the administrative offices.

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Capital Budget Expenditures

The Board of Trustees and Community Manager must approve all Capital budget purchases. Capital budget purchases or outlays are for the acquisition of or addition to fixed assets. They generally add value to the land or building, have a useful life of more than one year, are of a non-consumable nature, and must exceed \$5,000.00¹⁷ in value.

Capital Budget expenditures are classified as:

1. Land: including land acquisition cost, easements, and/or rights of way.
2. Buildings
3. Improvements other than buildings: including, but not limited to, roads, bridges, curbs and gutters, docks, wharves, fences, landscaping, lighting systems, parking areas, storm drains, and athletic fields.
4. Machinery and equipment: includes motor vehicles, heavy equipment, office furniture and equipment
5. Construction in progress: used to account for undistributed work in progress on construction projects.

General Purchasing Requirements

Community Manager shall ensure that the funds are sufficient and authorized for all expenditures. Each department/area of operation purchases supplies and inventory items according to the department's budget plan for the fiscal year. This policy has been deemed the most cost-effective, efficient approach to purchasing. The purchase of office supplies shall be coordinated through the community manager's office. The department heads/managers shall be responsible for staying within their budget as adopted by the Board of Trustees.

Department	Department Head or Designee
Administration	Community Manager or Designee

The Community Manager is authorized to approve budgeted expenditures of up to \$7,500.00 without Board authorization. All expenditures of \$7,500.00¹⁸ or more shall be authorized by the Board of Trustees and have two authorized signatures on ANY check.

Use of Purchase Orders-Competitive Pricing

The primary method of purchasing a product is through a purchase order. A purchase order ensures that proper procedures and approvals have been obtained prior to placing the order for the product. Certain items do not require a purchase order and are listed under exceptions to the use of Purchase Orders.

1. For purchases of up to \$999.99¹⁹, a purchase order and competitive pricing is not required; however, obtaining quotations is recommended whenever practical.
2. For purchases of \$1,000.00 to \$19,999.99²⁰ informal quotes are required from at least two sources. A "No Bid" does not constitute a quote. These quotations should be submitted in writing, and kept on file in the accounts payable office and the requesting department.

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3. For purchases in the amount of \$20,000.00 to \$49,999.99²¹ written, signed bids are required from at least three sources. A "No Bid" does not constitute a bid. These bids should be kept on file in the accounts payable office and the requesting department.
4. For all purchases in the amount of \$50,000²² or more, sealed bids are required and the Request for Proposal or Invitation to Bid Process must be followed (see Section 2.14).

If staff is unable to obtain more than one quote or bid after a reasonable time, the Community Manager may authorize the procurement based on the Department Manager's recommendation and use of Exception to Competition, #8 "Under other documented and justified circumstances approved by the Community Manager." When this exception to competition (a second quote cannot be found in a reasonable time)²³ is used, the Community Manager shall notify the Board of Trustees at the next regularly scheduled Board meeting and notate the date, vendor and price on an "Exception to Competition log" as maintained by the District Clerk.²⁴

Blanket Purchase Orders

Blanket purchase orders may be used for small repetitive specified goods or services from the same vendor that requires numerous orders / shipments over specified periods of time. The use of blanket purchase orders to by-pass the competitive pricing or bid policies is not allowed.

Use of Pre-paid Credit Cards

Department Managers may be authorized by the Community Manager to use pre-paid credit card with a maximum limit of \$1,000.00 for minor purchases where credit accounts or payment by check is not acceptable or efficient. The Finance Manager or designee shall monitor the usage of departmental pre-paid credit card. Departments shall be limited to one-prepaid credit card. Said cards shall be secured stored by the Department Managers when not in use.

Exceptions to the use of Purchase Orders

Some recurring obligations, which are exempt from the competitive bidding process and the purchasing approval process, are as follows:

- Utilities
- Travel and Training (reimbursements are handled through A/P)
- Insurance Premiums
- Debt Service Costs
- Certain refunds and reimbursements
- Inventory purchases for retail sale ²⁵

Approval and payments for these items will be processed using the Monthly invoices as back up. These items require the approval of the Community Manager or Designee and require separate verification that funds are budgeted and available before the expenditure can be made. If funds are not available, a budget transfer shall be made upon approval of the Board of Trustees.

Exceptions to Competition

The competitive procurement process may be waived:

1. In defined emergencies, documented in accordance with the Emergency Purchases section of these policies.

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2. For sole source procurements documented and approved in accordance with the Sole Source Purchases section of these policies.
3. For seminars registrations and professional membership dues and fees.
4. For purchase of local utility services for BBRD owned or operated facilities.
5. Postage expense, when billed by a vendor at the currently prevailing postage rates established by the U.S. Postal Service.
6. Repair or services for proprietary equipment, software, hardware, etc.²⁶
- ~~6-7.~~ Capital or R&M projects proposed by a vendor responsible for long-term maintenance when recommended by responsible department manager and approved by the Community Manager.
- ~~7-8.~~ Repairs that require action within 72 hours.²⁷
- ~~8-9.~~ Under other documented and justified circumstances approved by the Community Manager.

Emergency Purchases

In cases of a declared emergency which require the immediate purchase of supplies or contractual services, the Community Manager may waive normal purchasing procedures.

In the event of the need to repair existing infrastructure that impacts the health welfare and safety of residents, the Community Manager may waive normal purchasing procedures. The Community Manager shall place the contract for repairs on the next regularly scheduled BOT meeting agenda for confirmation.²⁸

Purchases from Purchasing agreements of Special Districts, Municipalities, or Counties (Piggybacking)²⁹

District purchases based on purchasing agreements from other Special Districts, Municipalities, or Counties (Piggybacking) per Sec. 189.4221 F.S. will be allowed.

Purchases from State Contract³⁰

District purchases based on the use of state contracts will be allowed.

Emergency Payment

In a declared emergency either the Community Manager and one Trustee, or two Trustees, are required to sign checks over \$7,500³¹ to pay for needed purchases, supplies or contracted services.³²

Purchase of Services From a Goods and Sole Source Provider

Sole source is an award of contract to the only known source for the required goods or services. A sole source purchase cannot be justified on the basis of quality or price, as quality can be a subjective evaluation based on individual opinion, and price considerations must be evaluated by competitive bidding. If there is more than one product or service that will perform essentially the same functions under essentially the same conditions as the requested product or service, a sole source is deemed not to exist.

Some of the factors considered to qualify as a sole source are:

1. The stated vendor is the only producer of the product or service, and no commercial substitute is available.
2. The information or data is proprietary.
3. The maintenance or repair requires specialized equipment or expertise, which is available only from the original vendor, or vendor representative.
4. If the District currently has a continuing service contract with the vendor.³³

Sole source items must be justified and contain the following information:

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1. How was a determination made, that the goods or services being purchased, are only available from one source.
2. What contacts, (if any), were made in an attempt to identify alternate sources.
3. What is the rationale that the goods or services being purchased cannot be substituted with similar goods or services from other sources.

Awards Quotes/Bids under \$50,000³⁴

Award recommendations exceeding \$7,500.00³⁵ will be submitted by the Community Manager for approval by the Board of Trustees, unless previously exempted or approved.

Suppliers shall be selected based on total cost, which considers delivery, freight costs, prices, quality, life cycles costs, warranty, services, terms and conditions. Awards to other than the low bidder, shall be documented to show the rationale for rejection (i.e. does not meet specifications, delivery and past performance problems).

Tie Bids

Award of all tie quotes/bids shall be made by the District in accordance with Sec. 287.087, F.S., which allows a firm certified as a Drug-Free Workplace to have preference. In the event that both or neither firm is a Drug-Free Workplace, tie quote/bids may be awarded by lot.

Waiver of Irregularities

The Board of Trustees shall have the authority to waive irregularities in any proposal, and/or bid.

Signatures on Contracts

The Community Manager must execute all contracts for on-going and/or routine purchases of goods and services.

The Board of Trustees must approve and the Chair of the Board must execute contracts that exceed one year (1) in duration, including renewal term or that exceed \$7,500 in value.

Change Orders or Amendments

Change order means changes, due to unanticipated conditions or developments, made to a contract, which do not substantially alter the character of the work contracted for and which do not vary so substantially from the original specifications as to constitute a new undertaking. Such changes must be reasonably and conscientiously viewed as being in fulfillment of the original scope of the contract. Further, such changes when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result of the elimination of work not necessary to the satisfactory completion of the contract.

The Community Manager is hereby authorized to approve and initiate work on the following types of change orders determined in his or her judgment to be in the best interest of the public and which do not materially alter the scope of the work contemplated by the initial contract.

1. All change orders resulting in a cumulative net decrease to the initial cost of the contract to Barefoot Bay Recreation District.
2. All change orders increasing the initial contract cost by under 10%, provided sufficient documentation is provided.
3. All change orders or amendments involving procedural or other matters that will not result in any change to the contract's cost.

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The Board of Trustees must formally approve all other change orders before work may be authorized to begin.

Purchase of Computer, Related Equipment and Supplies

Purchase of any IT related product or service will be coordinated through the IT services contract manager for vendor analysis and approval.³⁶

Receiving and Approving Goods and Services

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

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

Services Performed on BBRD Property

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

1. Be properly licensed under existing Federal, State and local laws.
2. Provide a Certificate of Insurance to assure BBRD's insurance provider will not be responsible for any losses in any way arising out of or resulting from the contractor's operations, activities, or services provided to BBRD. Further, contractors must agree to hold harmless and indemnify BBRD for any claims whatsoever, which may arise as a result of the contractor's actions. The amounts and types of insurance required will be specifically detailed in the bidding, purchase, and/or contract documents for each specific project. However, the amounts and types of insurance required shall be no less than those as provided for herein unless otherwise waived or approved by the Board of Trustees:

Workers' Compensation Insurance: statutory benefits, as provided by statute;

Employer's Liability Insurance: \$1,000,000 per occurrence;

Comprehensive or Commercial General Liability Insurance (Including, but not limited to, the following Supplementary Coverages: (i) Contractual Liability to cover liability assumed under this Agreement; (ii) Product and Completed Operations Liability Insurance; (iii) Broad Form Property Damage Liability Insurance; and, (iv) Explosion, Collapse, and Underground Hazards (Deletion of the X,C,U Exclusions), if such exposure exists):

Bodily Injury: \$1,000,000 per occurrence
Property Damage: \$1,000,000 per occurrence;

Automobile Liability Insurance:
Bodily Injury: \$1,000,000 per occurrence
Property Damage: \$1,000,000 per occurrence
If a Combined Single Limit is provided, the total coverage shall not be less than \$2,000,000 per occurrence;

Professional Liability Insurance (For professional services as defined pursuant to Florida Law, environmental contractors, or as otherwise specifically required by BBRD): \$1,000,000 per occurrence

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The most recent Rating Classification Financial Size Category of the Insurer regarding any coverage's as required herein, as published in the latest edition of AM Best's Rating Guide (Property-Casualty), shall be a minimum of A.

3. Obtain all permits required for the nature of the work.
4. Have the completed job inspected by appropriate staff to affirm correctness of the job before submitting the invoice for payment

Hiring or Use of Employment Service Workers-Temporary Employees

The contract for services or use of an Employment Agency for temporary employees, that can be funded through an existing departmental available budget, shall have the approval of the Community Manager up to a \$7,500.00 (or existing budgetary restraints). Any contract greater than \$7,500.00 requiring a budget amendment to recognize additional monies for said use will be brought to the Board of Trustees for approval.³⁷

Purchase or Sale of Properties by BBRD Using Neighborhood Revitalization Program (NRP) Funding

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

The purchase of the property shall be ratified by the Board of Trustees at the next scheduled regular meeting of the Board of Trustees.

The Chairman of the NRP BOT Sub-Committee shall be authorized to sign any proposed contracts for sale of BBRD owned properties acquired through the NRP (as recommended by the Community Manager or designee). Once a property is under contract for sale, the transaction shall be placed on the next regularly scheduled BOT meeting agenda for confirmation.

Any proceeds from sale of properties acquired through the NRP shall be added back into the NRP expenditure account via a budget amendment at the next available meeting after receipt of proceeds for said sale.

Unacceptable Purchasing Practices

The following practices are prohibited:

1. Purchase of a product or service prior to obtaining an approved purchase order.
2. Splitting purchase orders into smaller amounts for the purpose of avoiding the need for quotations, or formal bidding.
3. Specifying a purchase as a sole source when other sources, or substitute products or services are available.
4. Miscoding purchases to accounts in order to avoid having to process a budget transfer.

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2.14 FORMAL SEALED BIDS (FOR PURCHASES OF \$50,000 OR MORE)³⁸

Competitive Procurements Process For Formal Bids

Formal bids are written documents issued by the Department Heads, and approved by the Community Manager, inviting potential contractors to submit sealed, written pricing for specific goods or services in conformance with specifications, terms, conditions and other requirements described in the bid invitation documents. Formal bids shall be utilized to document procurements of goods and contractual services with an aggregate cost of \$50,000 or more.

Request for Proposals or Request for Qualifications (RFP's, RFQ's) are written documents issued by the Department Heads and approved by the Community Manager, inviting potential vendors to submit sealed proposals for specific professional services or goods in conformance with the scope of services, terms, conditions and other requirements described the RFP documents. RFP's are utilized for procurements of professional services or goods with an aggregate cost of \$50,000 or more. At the time of publication of the RFP/RFQ a copy shall be furnished to each member of the Board of Trustees.

RFQ's/RFP's for engineers/consultants will follow Sec. 287.055 F. S.
Request for Proposals/Qualifications. RFQ's/RFP's shall be publicly advertised as provided by law or otherwise.

Specific Procedures for Formal Sealed Bids/Quotes

Bids/Quotes shall be opened in public at the date, time and place stated in the public notices. No bids shall be accepted after the time and date or at any location other than that designated for bid opening. Bids received late will be returned unopened. All quotes/bids received and accepted will be made available for public inspection ten (10) days after opening or upon recommendation of award, whichever occurs first as per Sec. 119.07 (3) (m), F.S.

A tabulation of all formal sealed bids/quotes received with the recommended award(s) will be available for public inspection in the main offices of the District during regular business hours no later than (3) business days after a public opening. Vendors filing protest of award must do so as per the section titled, "Vendor Complaints and Disputes."

Award of Bids

For formal sealed bids/quotes, the user department shall submit a recommendation of award to the Community Manager prior to final award. On all procurements, to determine the lowest responsive and qualified quoter/bidder, the following will be considered:

1. The ability, capacity, equipment, and skill of the quoter/bidder to perform the contract.
2. Whether the quoter/bidder can perform the contract within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience and efficiency of the quoter/bidder
4. The quality of performance on previous contracts.
5. The previous and existing compliance by the quoter/bidder with laws and ordinances relating to the contract.
6. The sufficiency of the financial resources to perform the contract to provide the service
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
8. The ability of the quoter/bidder to provide future maintenance and service.
9. The number and scope of conditions attached to the quote/bid.

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Waiver of Irregularities

The Board of Trustees shall have the authority to waive irregularities in any and all formal sealed quote/bids.

Evaluation Committee

An evaluation Committee, identified by the Community Manager prior to issuance of the RFP or RFQ, shall review all responses to the RFP or RFQ. The Board shall be advised of the membership of the committee at the time of the issuance of the RFP or RFQ.³⁹

Members of the Evaluation Committee shall consist of at least one (1) user department representative, one (1) Board member, and one (1) third-party non-employee resident chosen at the discretion of the Community Manager. The Community Manager and Board Chairman shall serve on the committee as non-voting members.⁴⁰

The Committee should consist of an odd number of people to avoid a tie when selecting the awarded vendor. Selection committee meetings are subject to Sunshine Law; and therefore, public notice of the intended meeting of the committee must be posted in advance to allow for the provision of any special accommodation needs of any attendees. Committee members should not conduct, with another voting committee member, any discussion related to the proposals received except during public meetings. A memorandum explaining the evaluation process and committee member responsibilities will be provided to each committee member prior to any meeting.

The user department, in conjunction with the Community Manager shall select evaluation criteria (to include price whenever possible). Such criteria must be stated in the RFP. The user department may also assign a weight to each criterion by its relative importance, with the total weights equal to 100. If used, these weights will be assigned prior to issuance of the solicitation but may or may not be published in the solicitation. If unpublished, the weights will be revealed at the opening of the RFP unless otherwise directed within the RFP. If weights are not assigned, the RFP shall set for the relative importance of the factors in addition to price that will be considered in award. The intent of which is to provide a complete understanding on the part of all competitors of the basis upon which award will be made.

The user department/Community Manager shall issue and receive the RFP proposals. Committee members shall review the received proposals and independently score each proposal for each criterion. Price will be objectively scored, as shown, when applicable.

The lowest priced proposal receives the maximum weighted score for the price criteria. The other proposals should receive a percentage of the weighted score based on the percentage differential between the lowest proposal and the other proposals. All weighted scores are then multiplied by the maximum score available (i.e. 45%) to determine the total percentage awarded.

<u>VENDOR PRICE</u>	<u>% AWARDED</u>	<u>X</u>	<u>WEIGHT</u>	<u>WEIGHTED SCORE</u>
A \$20,000	(100 %)	X	45%	= 45
B \$25,000	(80%)	X	45%	= 36
C \$28,000	(71%)	X	45%	= 31

*Vendor B's percentage is $\$20,000/\$25,000 = 80\%$

** Vendor C's percentage is $\$20,000/\$28,000 = 71\%$

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NOTE: Weighted Score shall be rounded to nearest whole number price evaluation and calculation may be revised to conform to the needs for each individual RFP selection committee. Each committee member shall then rank each vendor's score. A scoring sheet (Exhibit A) shall be completed by each voting committee member. The rankings are then added for each vendor and the vendor with the lowest sum of collective rankings is recommended for award. A ranking sheet (Exhibit B) compiling the ranking of each proposal shall be completed by the Community Manager and posted with the scoring sheets.

If oral presentations are requested and the vendors short-listed, the original rankings are eliminated and the process begins again. At a minimum, three (3) vendors should be short-listed. A summary of total scores and rankings will be prepared for the vendors after all members of the evaluation committee have reviewed and evaluated the written and, if required, oral presentations. A copy of all evaluation forms and notes completed by each evaluator must be maintained by the Community Manager for review and audit records. The Community Manager will prepare an agenda item for Board approval of the recommended award.

If fewer than three sealed and qualified proposals are received by the Evaluation Committee, by a majority vote the Evaluation Committee may request the Community Manager to seek non-sealed bids for comparative analysis or forward their recommendation for award of contract or (in the case of a RFQ) their recommended ranking order for staff to negotiate a contract to the Board of Trustees for their consideration.⁴¹

Vendor Complaints & Disputes (Protests)

Barefoot Bay Recreation District encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

1. *Posting of Bid/RFP Award Notices*

No later than three (3) business days after a bid opening the Community or his/her designee shall post the intended award recommendation. If after posting the tabulation, the highest ranked vendor is found non-responsive to the specifications, the next highest vendor shall be the intended award recommendation. The time for filing a protest will begin on the date of the notice of posting of intended award.

2. *Posting of Formal Sealed Proposals*

No later than three (3) business days after the selection committee recommendations are finalized the Community Manager or his/her designee shall post the selection committee's rankings and recommended award for proposals.

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3. *Proceedings for Protest of Award*

Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Community Manager within five (5) business days of the posted award recommendation.

The formal written protest shall reference the bid/quote/proposal number and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought. The Community Manager shall schedule the protest to be heard before the Board of Trustees prior to the Board's consideration of the intended award. The intended award vendor shall be given notice and an opportunity to be heard during the protest hearing.

The Board of Trustees shall have the sole discretion to reverse any intended award on the basis of a protest; to require re-evaluation by the selection committee, or to take any other action as determined by the Board to be appropriate and responsive to the protest.

4. *Stay of Procurement During Protests*

Failure to observe any or all of the above procedures shall constitute a waiver of the right to protest a contract award. In the event of a timely protest under the procedure, the District shall not proceed further with solicitation or with the award until a protest is resolved.

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PART THREE. GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

3.0 GENERAL

Definitions:

As used in these rules, the following terms shall have the following meanings:

"Amenity" shall mean something, such as a swimming pool or shopping center that is intended to make life more pleasant or comfortable for the people in a community.

"Associate Golf Membership" shall mean a golf membership that is available to non-residents of Barefoot Bay.

"Board" shall mean the Board of Trustee(s) of the Barefoot Bay Recreation District.

"BFBHOA" shall mean the Barefoot Bay Home Owners' Association.

"Cause" shall mean a violation of the rules or a violation of State, Local, or Federal law.

"Club or Social Club" shall mean a Club or Organization consisting of a majority of members who are residents of the Barefoot Bay Recreation District. Certified organizations intended to benefit Veterans or their families are not considered to be "clubs or social clubs."

"Delinquent" shall mean any fee or charge which is not paid by the defined date.

"Dependent" shall mean children who reside with the owner(s) and are: 1. Under 18 years of age and unmarried; or 2. Full time students at any institution of higher education and not over 23 years of age; or 3. Incapable of total self-support due to physical or mental handicap regardless of age.

"District" shall mean the Barefoot Bay Recreation District as defined in the Brevard County Ordinance No. 84-05.

"District Management" shall mean the management personnel or authorities designated by the Board to manage the District facilities.

"Grandchild pass" shall mean a pass purchased by a social member to be used for their grandchildren (under 18 years of age) while they are visiting their grandparent.⁴²

"Guest" shall mean those persons normally residing outside of the subdivision who have a guest pass, which was purchased by a Social Member, for the use of his/her guest to gain access to District Facilities.

"Guest pass" shall mean a pass granting a guest privileges to utilize District Facilities and shall include all privileges.

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"Invitee" shall mean any non-resident who is invited by a member of an authorized Club or Organization, to participate in an activity or a specific event. An invitee may include, but not necessarily be limited to, a speaker, facilitator, or instructor. An invitee has access only to the facility where the event is held."

"Long term renter" shall mean a renter of one year or more.

"Members" shall refer to those who are granted membership Under Section 3.1 and in good standing.⁴³

"Social Membership Fee" shall refer to a user fee that entitles the member to the use of the District facilities.

"Non-Resident(s)" shall mean a person not residing in Barefoot Bay and not accompanied by a member resident.

"Property owner" shall mean the owner(s) of any platted residential lot in the subdivision.

"Renter/Tenants" shall mean non-property owner(s) leasing a dwelling within the subdivision.

"Resident" shall mean person(s) living with a property owner but not on the deed.

"Resident spouse" shall mean the spouse or domestic partner of a property owner who is not on the recorded deed.

"Rules" shall mean these rules governing the use of District facilities.

"Seasonal renter" shall mean a renter for less than one year.

"Subdivision" shall mean that group of platted subdivisions recorded in the public records of Brevard County and known as Barefoot Bay.

"Temporary Lounge/Business Pass" shall mean a pass obtained by a vendor or realtor that has a stated business purpose at the lounge.⁴⁴ Temporary Lounge/Business Passes will not be issued up to two hours before or during any music event.^{45 46}

⁴⁷

Objective

1. The objective of the District shall be to provide recreational entertainment facilities for its members and guests including but not limited to; Golf, Tennis, Swimming, Shuffleboard, Lawn Bowling, Basketball, Bocce ball, Horseshoes, Softball, Handball, Community Center Complex, Golf Clubhouse, Common Grounds, Beach property and Fishing pier.

Management

1. The Board of Trustees (the Board) of the Barefoot Bay Recreation District (the District) shall be responsible for the operation and management of all its facilities. Their judgment shall be final in all questions involving interpretation of rules, regulations, fees and charges.

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General Rules

1. The District's facilities are available to members and open to the public and guests paying the appropriate fees and meeting membership requirements.
2. Guests may use District upon payment of appropriate fees.
3. Fees paid to the District are to be used at the discretion of the "Board."
4. The use of District facilities, including the golf course, may be limited or restricted by the Board or by District management as necessary to allow all eligible persons to have reasonable use of District facilities without overcrowding.
5. District management reserves the right to refuse use of the District facilities to any person or group for violations of these rules.
6. Any member delinquent in payment of fees shall be denied use of facilities.
7. District management reserves the right to ask the member to have their guest present at the time of obtaining a guest pass(es).
8. Residency in the District does not confer upon any member the unlimited right to use the District facilities.
9. Fees, assessments, and service charges shall be set by the Board.
10. Office hours of the Community Center complex or other designated facility for the payment of membership fees will be as posted.
11. Property owners shall be responsible for any debt incurred by the Property owner, their family, guests, or tenants.
12. The Property owner is responsible for the conduct and appearance of his/her guest(s) while using the District facilities.
13. Appropriate dress is required in all facilities.
14. Smoking, use of any tobacco product and/or use of e-cigarettes (i.e. nicotine vapor devices) are not permitted in any District facilities and may only be permitted in designated outdoor areas.⁴⁸
15. All physical injuries sustained on Barefoot Bay Recreation District Property must be reported to BBRD Staff as soon as possible by the injured party or a representative.⁴⁹
16. Golf membership shall be renewed annually.
17. The Community Manager may suspend, cancel, or revoke any resident or property's social membership, family membership, golf membership, or guest pass based on a violation of these rules. The affected resident whose membership was suspended, canceled, or revoked may appeal the suspension, cancellation or revocation by requesting a hearing before a Special Magistrate. The Board of Trustees shall appoint a Special Magistrate to hear and decide cases involving such violations. If an appeal is requested, violation cases shall be processed as follows:⁵⁰
 - A. District Management shall provide the owner, resident, and/or guest with written notification of the alleged rules violation and penalty. The alleged violator would accept the penalty or request a hearing before the Special Magistrate. If a hearing is requested, a written notice of hearing shall be provided at least ten (10) days in advance of any hearing. After a hearing is requested suspension, cancellation or revocation may be stayed by the Community Manager until the Special Magistrate hearing.⁵¹
 - B. BBRD staff shall present evidence of the alleged rules violation to the Special Magistrate at a quasi-judicial hearing held to determine whether such violation occurred, and if so, the appropriate penalty to be imposed. The hearing shall not be governed by the formal rules of evidence; however, due process shall be provided to the owner, resident, and/or guest. The owner, resident, and/or guest shall have the right to cross examine witnesses and to present relevant evidence which is responsive to the alleged rule violations.

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- C. The Special Magistrate shall determine whether BBRD staff has established, by a preponderance of the evidence that a rules violation has occurred. If a rules violation is found to have occurred, the Special Magistrate shall impose a penalty of suspension, cancellation, or revocation of the violator's social membership, family membership, golf membership, or guest pass. The violator shall be notified in writing of the Special Magistrate's ruling within ten (10) days of the hearing. In levying any penalty imposed pursuant to this Section, the Special Magistrate is not obligated to impose the penalty imposed⁵² by District Management.
- D. The decision of the Special Magistrate shall constitute final quasi-judicial action of BBRD. Any aggrieved party may appeal the ruling of the Special Magistrate to a court of competent jurisdiction in Brevard County, Florida.
- E. If a hearing is requested and the violator is found to have committed the violation as alleged, the violator shall be responsible for the Districts cost in bringing the matter to hearing. ⁵³
18. Pets are not allowed in District Recreational facilities, except for service animals.
19. Special rules applicable to individual buildings will be conspicuously posted and observed by members and guests.
20. Beverage laws and license regulations forbid the bringing in alcoholic beverages of any type for consumption on or in District facilities. Therefore, alcoholic beverages of any type consumed on the premises must be obtained from District facilities.
21. The following behaviors may result in the suspension, cancellation or revocation of a person's social membership, family membership, golf membership and/or guest pass:
- A. Violation of District Policies or Rules applicable to District Facilities.
 - B. Violation of any local, state, or federal law while using District Facilities.
 - C. Fighting and verbal assault.
 - D. Discourteous, threatening, or rude behavior to BBRD employees, residents or patrons of District Facilities.
 - E. Loud and raucous behavior which decreases the enjoyment of other patrons of District Facilities.
 - F. Unintentional or deliberate misuse of the BBRD Facility or property which results in, or has the potential to result in, damage to the Facility or property, or in any way compromises the safety of any Barefoot Bay Recreation District Facility patron or BBRD staff member.
 - G. Misrepresentation of facts which may result in the District's Policies or fee structure improperly administered or collected. ⁵⁴
22. A guest fee shall be charged in accordance with the fee schedule to any non-resident for use of District facilities. This fee shall not be charged to any non-resident using District facilities under the following circumstances:⁵⁵
- A. When the facility is rented by a non-resident who has paid the appropriate fee per page 3-19.
 - B. When the event is held by a registered club, organization or the District where the public is invited to attend
 - C. When a registered club, organization or the District is hosting an active recreational event at a District amenity.
 - D. When a non-resident is attending an active recreational event as a spectator at a District amenity
23. Children under age 12, must be accompanied by an adult when using District facilities. Groups of children who are using the facilities with guest passes must have one responsible adult for every five children.⁵⁶
24. Commercial solicitation is prohibited while on District properties. The gathering of signatures for petitioning of elected officials is prohibited within buildings or upon District facilities. Bonafide nonprofit or 501(c) fundraising efforts shall be permitted.

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25. Any organization or individual desiring to plant trees, shrubbery, flowers, or other vegetation on District property must have prior approval of District management. A landscaping and maintenance plan shall be submitted for review and approval prior to any planting activity. Any vegetation planted on District property shall become the property of the District. No removal of vegetation is permitted without District approval.
26. Decorations⁵⁷
- A. No items or decorations of any type, which may be viewed as offensive to any patrons, may be affixed, installed or added to any facility by individuals, residents, clubs, or organizations.
 - B. No items or decorations may be applied or attached to any public area facility without the expressed permission of management. This permission must be in writing and cover the type, style, material, custodial and maintenance requirements as well as the contact person in charge of the decorations.
 - C. The use of candles, confetti, birdseed, rice or other non-environmentally friendly products will not be used except as authorized by the Community Manager. Requests for said exceptions shall be made in writing, reviewed by the Property Services Manager and approved or denied by the Community Manager no less than 3 business days before an event.⁵⁸
 - D. All items must be promptly removed from the area at the end of the event (party, meeting, show or other)
 - E. Failure to adhere to this policy could result in revocation of use of the facilities for the persons involved.
27. If any property has been determined to be in violation of the Amended and Restated Deed of Restrictions for Barefoot Bay by the BBRD Violations Committee, then all social, family, and golf memberships affiliated with property determined to be in violation shall be automatically suspended upon rendition of a Findings of Fact, Conclusions of Law, and Order by the BBRD Violation Committee. No party, whether they be owner, renter, or guest affiliated with the property in violation may use any District Facility until an Order of Compliance is issued by the Violation Committee. This provision shall operate to suspend all referenced memberships regardless of whether the owner owns multiple properties or other properties not determined to be in violation. Should an owner appeal a finding of the Violation Committee to the BBRD Board of Trustees (or circuit court), the automatic suspension of privileges shall be tolled during the pendency of such appeal.⁵⁹
28. Where any vehicle located on any residential lot has been posted with three (3) administrative notices of violation of Article III, Section 3 (D) of the Amended and Restated Deed of Restrictions for Barefoot Bay related to prohibited parking on the lawn, grass, or landscaped area of said lot, within any thirty (30) day period, all social, family, and golf memberships affiliated with the lot shall be automatically suspended for thirty (30) days. For any subsequent posted violation of Article III, Section 3 (D) of the Amended and Restated Deed of Restrictions for Barefoot Bay occurring of the same lot, subsequent to the issuance of the initial thirty (30) day suspension, and within one (1) year from the date of the initial posted notice, all social, family, and golf memberships affiliated with the lot shall be automatically suspended for six (6) months. For any subsequent posted violations of Article III, Section 3 (D) of the Amended and Restated Deed of Restrictions for Barefoot Bay occurring on the same lot at any time subsequent to the issuance of any six (6) month suspension, all social, family, and golf memberships affiliated with the lot shall be automatically suspended for one (1) year for each subsequent posted violation. An owner may appeal any notice of suspension issued pursuant to the provisions of Paragraph 17 herein.⁶⁰
29. Non-employees (including but not limited to trustees, advisory committee members, residents and/or guests) shall not enter an employee work area (i.e. behind a bar, kitchen, work shop, private office, etc.) without being accompanied by the Community Manager, Department Manager or designee.⁶¹

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30. The Board of Trustees hereby declares that all Recreation District Facilities, including, but not limited to, all District owned or managed buildings, pools, golf course areas, fields, courts, beach areas, piers, general recreation areas, and common areas of all kinds, are deemed to constitute "Parks" for enforcement of Sec. 74 - 101 through 74 - 105, Code of Ordinances of Brevard County, Florida and for enforcement of any applicable state statutes prohibiting sexual offenders and/or sexual predators from said locations.⁶²

Identification Badges and Dress

1. Identification badges are issued to identify members, their dependents, guests and renters. The issuance of badges will be controlled by District management. Badges are required for all.
2. Unless waived by District Policy or Management, members and guests are required to wear, or have in their possession, an appropriate District identification badge when using District facilities. The identification badge must be produced upon request by Barefoot Bay staff. If not presented, resident/member/guest must leave the facilities.⁶³
 - a. If a resident with an expired social membership badge wishes to enter a facility when business offices are closed, the resident may purchase a daily guest pass to enter the facility when business offices are closed. Said residents must update their badges the next business day at which point they may apply for reimbursement of the guest pass paid.⁶⁴
 - b. Pictures of badges on cell/mobile phones will be accepted under the following conditions:⁶⁵
 - I. Screen must be large enough for all detail of the badge to be seen at one time.
 - II. Image must be a color picture of the full badge with resident's face visible.
 - i. Black and white images will not be accepted.
 - ii. Daily guest passes, weekly guest passes and short term renter badges will not be accepted on a cell phone.
 - III. The image must contain all of the information on one side of the badge. If the resident has a badge with the account number on the back side, they must either bring their physical badge, or get their badge updated in the Resident Relations Office so that all the information is visible on one side of the badge.
 - IV. The image of the badge must be clear. BBRD staff, including but not limited to pool hosts, must be able to read the account number, see the resident's picture, and (if the resident is purchasing a guest pass) the resident's name.
3. Shoes and shirts shall be required when using District facilities, except for the swimming pool areas.
4. Unidentified persons using District facilities should be reported to the District Management.
5. Property owner(s), guest(s) or rental tenant(s) shall not make, or have made duplicate keys to gain access to fishing pier, beach property or RV storage compounds, or allow unauthorized persons access to such keys. Keys shall be returned to the Community Center office when no longer needed. Violators will be subject to prosecution for trespassing and/or revocation of social membership privileges.
6. Any violators may be subject to prosecution for trespassing and/or revocation of membership privileges.

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3.1 MEMBERSHIP

Types of Membership

Social memberships:

1. Social membership entitles the member to the use of the District facilities. Social membership fees for property owners are a one-time fee except as further defined herein. Social membership fees for guests and renters/tenants are annual fees as defined herein. Golf privileges may be extended upon registration at the Pro shop and payment of current green fees.
2. Social membership is available to:
 - a. Property owners, resident spouses or domestic partners, and unmarried children as an incident of such ownership.
 - b. Non-property owners renting in the subdivision as tenants or guests as an incident of residence.
 - c. Other guests upon payment of appropriate fees.
3. Social Membership fees shall be due and payable upon application for social membership in accordance with adopted fee schedules.

Family Social Membership:

1. Privileges and fees under this type of membership are the same as social membership. Family Social membership shall include the adult property owner(s) and their children, when the children reside with the owner(s) and are:
 - a. Under 18 years of age and unmarried.
 - b. Full-time students at any institution of higher education and not over 23 years of age.
 - c. Incapable of total self-support due to physical or mental handicap regardless of age.
2. Other adults and children no longer qualified under paragraphs 1 a, b & c, of this section residing with the property owner(s) shall secure a social membership of the District in their own name and pay the appropriate membership fees.

*Golf Membership:*⁶⁶

- A. Golf membership entitles the member to the use of the golf course and attendant facilities in consideration of annual membership dues as provided in these rules. Application for membership by eligible persons is made to the Golf Operations Manager.
- B. Golf membership is available to:
 - a. Property owner(s) and unmarried children of property owner(s) under 18 years of age and residing at a property owner(s) home under the Family Social Membership or full-time students at any institution of higher education and not over 23 years of age.
 - b. Unmarried children over 18 years of age and other adults residing in a property owner(s) home must obtain a membership in their own name.

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- c. Renters/Tenants with a lease agreement and residing in the subdivision may be granted a golf membership upon application to the Golf Operations Manager.
- d. Associate Golf Membership is:
 - i. Open to persons outside of Barefoot Bay.
 - ii. Annual Single & Family Golf Memberships available.
 - iii. Associate Golf Memberships entitles the member the use of the golf course and 19th Hole.
 - iv. Annual Associate Golf Membership dues include a one-time Initiation Fee and appropriate User Fees.
 - v. Application for membership by eligible persons is made to the Golf Operations Manager.

Priorities with respect to golf membership.

Because the number of golf memberships is subject to a maximum limit as set forth in the golf course rules and regulation adopted by the District, priority in availability of memberships shall be in the order of the categories set forth in paragraphs 1 through 3, of these rules. No person(s) on a waiting list in any category shall be offered a golf membership so long as there is a person on the waiting list in the immediate prior category.

Changes of Golfing Membership

A member may terminate his or her golf membership, or Trail fees only for medical reasons, or death. Documentation from his or her doctor either limiting or prohibiting the member's ability to play shall be required. This request must be in writing to the Golf Operations Manager, and must be approved by the Community Manager prior to any return of any funds for unused fees. Both membership and trail fees will be returned on a pro-rata basis for the first six (6) months of the fiscal year. After March 31 of any fiscal year, there will be no return of any unused portion of fees.⁶⁷

Applications for Social and Family Social Membership:

1. Property owner(s) in the District and members of a property owner's immediate family need not make formal application, since membership is required at the time of recording of the title to such property.
2. The non-property owner adult family member in residence must apply in person at the Community Center office or other designated District facilities for membership when no longer qualified under "Family Social Membership".
3. Renter/Tenants and guests who intend to use District facilities shall register and arrange for membership in the District.

Fees and Dues

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1. **Social and Family Social Membership**

- A. A membership fee shall be paid for Social and Family Social membership.
- B. A property owner shall pay the fee only once for each home site of which they are owner of record. This fee is non-transferable between parties.
- C. Non-property owner, such as tenants or guests shall pay the fee upon becoming a member.
- D. The tenants or guests who concurrently pays the fee and enters into a home purchase contract may have his/hers unused monthly or initial annual⁶⁸ rental social membership ~~or guest fee~~ amount applied toward the property owner membership fee due at the time of closing provided that closing occurs within 12 months of initial membership.

2. **Golf Membership**

- A. Fees for the golf membership are as specified in these rules and subject to change by the Board of Trustees.
- B. Golf membership fees are for one fiscal year (October 1 thru September 30). ~~year; six-month memberships are available for the time period between October 1st thru March 31st of any fiscal year. and Said fees shall be paid per rules established by the Golf Operations Manager and approved by the Community Manager. Processing fees may be assessed for installment payments.~~
- C. A member accepting a golf membership after October 1 shall pay a pro-rated share of the annual fee. Dues shall be on an annual basis only.
- D. ~~Membership dues or the first of three (3) installments are due on or before October 1st of each fiscal year. (Second and third payments are due November 1st and December 1st). If the installment method of payment is utilized, there will be a \$10.00⁶⁹ processing fee per payment for each additional payment.⁷⁰~~
- E. Membership fees are categorized as "family" or "single" as follows:
 - a) Family - joint property owners owning a home as defined in definitions.
 - b) Single - one property owner with non-playing spouse, unmarried children over 18 years, or other adults in residence.
 - c) Family and single memberships are also available to eligible renter/tenants.
 - d) Annual Associate Family and Single Memberships are available.

~~No six month memberships available.~~

All other Associate Golf Membership policies apply.

Refer to 3.1 Membership, Section 3 Golf Membership Item 2-d

Property Damage

1. **Personal Property**

The District shall not be responsible or liable for damage, destruction, loss, or theft of personal property belonging to a member. This rule applies also to member's family or guest.

2. **District Property**

- A. Any District member, non-member, or guests responsible for intentional, accidental, or negligent damage or destruction of District property shall be charged for repair or replacement costs of the District property.
- B. Items removed from District property without permission will be charged to the responsible person.

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3.2 RULES FOR SPECIFIC DISTRICT FACILITIES

General

1. The rules in this section pertain to the buildings, Recreation facilities and common grounds available for use by members and registered Clubs or Social Clubs. More specific rules for each separate facility are posted in the building or areas designated and must be observed.
2. Only registered Clubs or Social Clubs and members may use District facilities in accordance with the rules herein. Use of facilities will be governed by BBRD management.⁷¹ Use of District facilities by non-members shall be required to pay appropriate rental fees according to adopted fee schedules.
3. Keys or combinations to locks shall be provided to all sheds, rooms, cabinets, offices and storage facilities used by clubs or groups and which are owned or placed on BBRD property. These shall be clearly marked and provided to the BBRD District Clerk.⁷²
4. Any club, organization or individual desiring to construct or install any building, sun cover, bench or other type of structure on District property must have prior approval of District management. A complete plan including materials and design, along with maintenance, repair and insurance requirements must be included. All local, county, state and federal regulations pertaining to excavation and building must be met prior to construction or installation of any structure. Any structure constructed, placed or installed on District property becomes the property of the District. No removal of any such structure is permitted without District approval.⁷³

Use of Buildings or Amenities

1. Normal hours for use of buildings are posted. Exceptions may be granted by pre-arrangement with the District Management offices.
2. Persons or official BBRD organizations desiring to use Barefoot Bay facilities shall make such reservations in advance with the appropriate District office in charge of calendar coordination in writing. Persons or organizations may reserve Building A, Building D&E or other facilities for exclusive or non-exclusive use. Denial of requests for exclusive use of amenities shall be provided to the requestor within 3 business days in writing, citing reasons for denial. Persons or official BBRD organizations may appeal staff's denial of a request for exclusive use of an amenity to the Board of Trustees at the next regularly scheduled meeting. These facilities are for the principal use of residents, who have priority over any outside-sponsored activities.⁷⁴
3. Changes to reservations shall be made in writing to appropriate District office in charge of calendar coordination.⁷⁵ When two parties or organizations are involved in a change, both parties to the change will sign the written request. Calendar dates unconditionally released will be reassigned on a first request basis. Calendar schedules of events will be published monthly and posted on the official website.

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4. Individuals or organizations authorized for exclusive use of any facility ⁷⁶are responsible for the premises during their occupancy. Such sponsors will prevent damage or destruction and provide cleanup, including the kitchen and serving area, following the event.
5. Abuse of the facilities shall be reported to the District Management offices.
6. Persons or organizations responsible for damage or destruction to the building, furnishings or equipment shall be held pecuniary liable. Payment will be required for cleanup necessitated by the failure to leave the building, furnishings, or equipment in the same condition as when they were delivered for use of said person(s) or organization.
7. Use of portable items of equipment shall be arranged for in advance by contact with the District Management offices.
8. Desired setup plans shall be submitted to the District Management office at least two (2) weeks in advance of the scheduled usage date.
9. All setups must meet fire code requirements. No alterations to the setup are allowed by any person, club or organization.

Game/Meeting Rooms

1. Use of the facilities shall be scheduled in advance by arrangements with the District Management offices.
2. Rules for use of the pool tables are posted in the entryway. These rules shall be observed by persons using tables.
3. The pool room may be entered on request made to District management officials, or pool host on duty. No person under the age 18 shall be allowed in pool room unless supervised by parent, grandparent, legal guardian or responsible property owner.
4. Vandalism to the premises or inappropriate conduct by individuals should be immediately reported to the District Management offices or pool host.
5. Normal hours for use are maintained by the Calendar Coordinator in Resident Relations. ⁷⁷ Exceptions may be granted by pre-arrangement with District Management offices.

Swimming Pools

1. The District's "Rules for Swimming Pool Use", as posted at each pool, must be adhered to by members and guests in the pools, pool-side areas, and dressing/rest room facilities. The posted pool rule signs will be updated to reflect the amended policies as soon as possible.
2. District management reserves the right to refuse use of the swimming pool to any person or group for a violation of any of these rules.
3. Proper ID, as required by the District, must be presented in order to gain access to the pool areas.

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4. The Pool Host has the authority to check bags or coolers for prohibited items before access is granted into the pool area.⁷⁸
5. There is no life guard on duty at any of the District's pools; swim at your own risk.
6. Normal hours for use are as posted.
7. Children under 12 years of age must be accompanied by a parent, guardian or family member over 18 years old ⁷⁹while in the swimming pool area.
8. Children under 6 years of age are not permitted in the pool without immediate and constant supervision of parent, guardian or family member over 18 years old.
9. Guests that have physical issues that decrease their personal safety (i.e. elderly, physically or mentally disabled, etc.) in the pool, are not permitted in the pool without immediate and constant supervision of a guardian or care taker.⁸⁰
10. It is a violation of Florida law to bring into pool areas or otherwise use glass bottles, containers, or other glass products.
11. The State of Florida law prohibits bringing in and consuming alcoholic beverages on premises unless purchased from the District.⁸¹
12. Containers carrying alcohol ⁸²may not be brought into the pool area.⁸³
13. No food or drink is permitted in or near the swimming pool or within 4 feet of the swimming pool.
14. Members and guests are required to use the rest rooms located in the dressing room in pool area.
15. Lifesaving equipment shall be used only for the purpose intended.
16. Infants, and those individuals with incontinence issues, shall wear 'swim diapers' or other appropriate apparel which prevents the release of bodily waste while using swimming pools.⁸⁴
17. No swimmer with open sores that are likely to degrade water quality, infection, or contagious disease may use District swimming pools.⁸⁵
18. Members and guests are required to shower before entering the swimming pool. Showers are for pool users only.
19. Diving, running, jumping, rough play, or profanity are not allowed in or around the pool.
20. No animals are allowed in the pool area, with the exception of service animals.
21. Appropriate cover-up and shoes must be worn when entering any of the facilities.
22. Members and guests should exercise respectful and proper conduct around the pools and report all improper behavior to the District Management offices or pool host.
23. Swimsuits or authorized swim wear are the only authorized apparel for use in the pools. Colorfast shirts are permitted if in good condition. Anyone entering a pool with clothing that bleeds and requires the pool to be closed will be billed the cost to treat the pool.⁸⁶
24. In the event of thunder or other threatening weather, residents must leave the pool when instructed by the Pool Host and remain out of pool until instructed by the Pool Host that it is safe to re-enter the pool (for at least 30 minutes from the last thunder observed). ⁸⁷

Shuffle Board-Bocce- Lawn bowling - Horseshoes and Basketball

1. Normal hours for play are as posted.
2. Equipment is available for issue from the pool host. Badges will be left with pool host for security of equipment.
3. Misuse of the courts or equipment should be reported to the District Management offices or pool host.

Lounge

Days and hours for the lounge will be open and rules to be observed will be posted in bar/lounge area.

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Tennis Courts⁸⁸

1. Tennis Courts are available to all residents wishing to use this recreational facility.
2. Tennis Courts are reserved through the Calendar Coordinator.
3. Gates to the courts are open from dawn to dusk. Operating hours are dawn to 10:00 PM. Access after dusk is available by obtaining a key to the gate and to the lights from the Pool Host at Pool 1. A District social membership card, guest pass or visitor's pass is necessary to obtain these keys.
4. Additional rules for the use of the facility may be posted by BBRD at the courts.

Softball Field Rules and Regulations

1. Softball Field is reserved through the Calendar Coordinator.
2. Visiting teams are permitted as guests of any properly constituted Barefoot Bay League. The Sponsors of the visiting teams shall be responsible for the actions of their guests.
3. Casual use of the field is permitted outside of any pre-reserved time.
4. Vandalism to the premises or inappropriate conduct by individuals should be immediately reported to the District Management offices. Persons or organizations responsible for damage or destruction shall be held peculiarly liable.
5. Any disputes concerning use of the facilities, may be appealed to the Community Manager, and his/her judgment shall be final.

Golf

1. The Golf Operation Manager or his/her designee is in charge of the golf course, Pro Shop and the facilities at the course.
2. All players shall register in the Pro shop before play.
3. Play may be limited by Golf Operation Manager or his/her designee for specific reasons, i.e. tournaments, maintenance, weather, etc.
4. Property owners, members having golf membership and their guests shall have priority for available tee time.
5. Green fees are on a daily basis. Rain check policies are posted in the Pro shop.
6. Each player must have a set of clubs and putter including a golf bag.
7. All play must begin at either the 1st. or 10th tee as scheduled by the Pro Shop.
8. Power golf carts are not to be used for more than two (2) riders and two (2) golf bags.
9. Children under 16 years of age are not permitted to operate power golf carts.
10. Players must be properly attired. Shirts and shoes are mandatory.
11. Wading in lakes is prohibited.
12. Players shall play in foursomes, particularly on Saturday, Sunday and holidays. "Five some" must have permission from Golf Operations manager or his/her designated employee in his/her absence.
13. Power golf carts shall not be driven on high slopes of greens, sand traps or tees.
14. ADA validated individuals may park in designated areas (identified by blue stakes). These areas may be moved or closed due to inclement weather or any unsafe condition as defined by the Golf Operations Manager or his/her designee and/or the Golf Course Superintendent.⁸⁹
15. Faster players must be permitted to "play through."
16. Hawking for golf balls in lakes and canals is strictly forbidden.
17. All play will be on a reserved tee time basis.
18. No fishing permitted in lakes on the golf course.

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19. The club will not allow private golf carts or replacements when the total number of private carts equals 170. The Board shall be responsible for establishing user fees for private carts and such fees are subject to change at any time at the discretion of the Board.
20. The Board reserves the right to terminate the use of private golf carts at any time.
21. All golf guests must be registered by the golf member, fees paid, receipts presented to starter, and if requested by the starter, member's current year's membership card must be presented.

Beach⁹⁰

1. The park and beach are for the use of residents and their guests. Guests must have an appropriate guest pass, secured in advance and displayed on their vehicle.
2. The gate should be locked except when entering and exiting the park.
3. While the park is open 24 hours per day, quiet is maintained from 10:00 PM to 6:00 AM.
4. Fires are permitted in the grills only.
5. Brevard County Ordinance does not permit dogs on the beach.
6. Any pets on any Barefoot Bay property must be on leashes and owners must clean up after pets.
7. Campers assume all risks for camping at the park.
8. The following rules apply to overnight camping:
 - a. Maximum camping stays are three days.
 - b. Camp sites will be assigned at Resident Relations
 - c. A permit must be obtained at Resident Relations office which must be displayed on vehicles.⁹¹
 - d. Guests must be accompanied by the resident who obtains the guest pass.
 - e. Persons under the age of 18 must be accompanied by an adult when camping.
 - f. RV and motorhome camping is strictly prohibited.
9. Fireworks, loud noise, and outside music are not permitted.
10. A key is required to gain access to these facilities and is available from Resident Relations.
11. Members and guests using these facilities are required to observe posted rules.
12. The cutting of bait shall be at authorized stations only. The cleaning of fish is prohibited in District facilities.

Fishing Pier

1. Use of these facilities is limited to members and guests.
2. A key is required to gain access to these facilities and is available from Resident Relations.
3. Members and guests using these facilities are required to observe posted rules.
4. The cutting of bait shall be at authorized stations only. The cleaning of fish is prohibited in District facilities.

Canoe/Kayak Storage at Fishing Pier

1. Canoe and Kayak owners utilizing the Canoe/Kayak storage must enter into a storage lease agreement.
2. Lessee's shall be solely responsible for all loss or damage to Lessee's stored property.
3. Due to limited availability, Barefoot Bay Property Owners with authorized social membership privileges may rent one canoe/kayak storage unit.
4. Assignment or subletting of spaces is prohibited.

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5. Only one (1) unit per space will be allowed.
6. Nonpayment of lease payments will result in abandonment of space, and removal of stored items.
7. All lease payments are due on the first day of the current quarter and may be made up to twelve (12) months in advance.
8. All canoes and kayaks must display a Barefoot Bay provided identification sticker.

RV Lots

1. Use of the RV Storage Lots is primarily for Barefoot Bay Residents. Non-residents may lease the facility during the months of May through September. RV owners utilizing the RV Storage lots must enter into a storage lease agreement.⁹²
2. Storage lease agreements shall be on a month-to-month basis.
3. No stand-alone structures or loose articles will be allowed in any space.
4. Owners shall be solely responsible for all loss or damage to owners stored property.
5. Owner shall keep all stored property properly licensed, registered, road-worthy, and/or operational for the property's intended use at all times.
6. Assignment or subletting of spaces is prohibited.
7. Owners must assure that all vehicles are chocked.
8. Only one (1) unit or trailer per space will be allowed.
9. No gate access card⁹³ shall be passed on to anyone else.
10. All gate access cards must be returned upon relinquishment of leased space.
11. Upon termination of the Lease, owner shall surrender the leased space to the District in the same condition as it was originally leased to the owner.
12. All lease payments are due on the first day of the current month and may be made up to twelve (12) months in advance. Payment of lease payments in advance shall not prevent Lessor from terminating the lease as provided herein. In the event of such default or upon termination by Lessor, Lessee shall only be entitled to the return of any advance payments made by Lessee, prorated accordingly.
13. Nonpayment of lease payments will result in disabling of access cards. A reactivation fee shall be charged as per the BBRD fee schedule.⁹⁴
14. Owner must give written notice of intent to terminate no later than 5 business⁹⁵ days prior to the end of any month; otherwise owner shall be responsible for payment of full rent for the following month.⁹⁶
15. Failure to comply with the above rules and regulations will result in termination of this Lease Agreement. Any non-compliant Lessee will be held responsible for costs incurred for removal of stored property from storage facility. Costs of removal will be determined by staff. The monthly fee will continue to accrue until the issue of non-compliance is settled.
16. A replacement fee will be charged if the access card is not returned upon termination of lease or if the card is lost.⁹⁷

Temporary Parking

A temporary parking lot is available on Falcon Drive for the parking of Boat/Trailers and Truck/RV's.

A permit must be obtained from Resident Relations prior to parking. Appropriate fees apply based on the fee schedule.

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No commercial vehicles over 10,000 pounds will be allowed to park in the Falcon Drive lot.

No Boat/Trailer or Truck/RV parking will be allowed in the Building "A" parking lot. Overnight parking of automobiles will be allowed in the Building "A" parking lot provided a permit is obtained from Resident Relations and appropriate fees will apply.

3.3 FEE SCHEDULE

Residents ⁹⁸

All residents and renters/tenants are required to register to use district facilities. The one-time fee for a social membership for all residents intending to occupy the residents unit shall be as follows:

Property owner (one-time fee) ~~\$495.00~~ \$750.00 + tax for 2 people.

Property owner + one adult living with the owner will be considered 2nd on membership and is included in fee for property owner. The following ownership transfers shall not require the payment of an additional Property owner Social Membership Fee (additional resident fees still apply):

1. Owner placing lot in trust ownership where beneficiaries are immediate family members, including subsequent deed transfers to or between named beneficiaries.
2. Addition or removal of immediate family members to/from deed with owner.
3. Transfers to immediate family members by way of probate or estate administration proceedings.
4. Life estate deeds where remaining interest has passed to immediate family members.
5. Transfer to immediate family members where genuine sale has not occurred.

For purposes of this section, immediate family members shall be defined as, spouses, fathers, mothers, children, grandfathers, grandmothers, grandchildren, and siblings. For purposes of this section, genuine sale shall be defined as one where the owner retains no interest and substantial consideration (i.e. fair market value of the property) has been paid for conveyance of deed.

Additional resident/property owner (over 2) must pay the resident fee.⁹⁹ \$125.00 + tax

Note: In the event more than 2 people are listed on a deed, additional (over 2) property owners must pay resident fee - \$125.00 + tax.¹⁰⁰

Administrative Fee
Any changes to 2nd on membership will require a change fee.¹⁰¹ \$25.00 + tax

Dependents \$25.00 + tax
All dependents are required to register to use District facilities.

Fees Applicable to Renters/Tenants

Seasonal Renter ~~\$20.00~~ \$25.00 per person per month & tax

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Long term renter** Per Adult ¹⁰²	\$100.00 + tax
Per Dependent ¹⁰³	\$25.00 + tax
Annual Renewal	
Per Adult ¹⁰⁴	\$25.00 <u>\$50.00</u> + tax
Per Dependent	\$10.00 + tax ¹⁰⁵

**A dated copy of the current lease agreement showing address of home and duration of the lease shall be provided on an annual basis or on renewal of rental badges. ¹⁰⁶

Badges

1. All registered property owners, residents, renters and dependents (except for children under 12) shall require a picture badge. The initial cost of the picture badge is included in the member fee. All property owners, residents, renters and dependents have to renew picture badges on an annual basis to use district facilities.

All replacement picture badges \$5.00

2. Residents and guests must display their badges and/or guest passes at any District meeting or workshop in the Lounge, 19th Hole or Pool #1 Pavillion.

Guest Passes/ (All active military and children under 5 exempt)

1. One Day Guest Pass
 - a. Regular (purchased at Resident Relations or any of the pools) \$3.00 per person ¹⁰⁷
 - b. Street dance or other special events (purchased at Pool#1) \$5.00 per person
2. Two to Seven Day (week) Guest Pass ¹⁰⁸
 - a) Purchased at Pools \$7.00 per person
 - b) Purchased at Resident Relations Office \$5.00 per personThe cost of a one-day guest pass (except when purchased at a special event at Pool #1) will be credited from the cost of a week guest pass when purchased on the first business day following the weekend purchase at a pool. ¹⁰⁹
3. Grandchild Pass (with picture)
 - a. Quarterly \$10.00 per child
 - b. Annually \$25.00 per child
4. Non-Residents (Visitor) Pass \$15.00 per person per day
5. Temporary Lounge/Business Pass ¹¹⁰ \$0.00 (No Charge) ¹¹¹

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Property Owners, Residents, Renter

- | | |
|--|---|
| 1. R.V. storage area | Per current lease agreement ¹¹² |
| 2. Reactivation of Access Cards | \$10.00 |
| 3. Initial keys for beach and pier | \$5.00 ¹¹³ |
| 4. Replacement keys, beach and pier ¹¹⁴ | \$10.00 ¹¹⁵ per key ¹¹⁶ |
| 5. RV Storage late fee ¹¹⁷ | Per current lease agreement. |
| 6. Resident for Profit Use of Building | Non-Resident fees apply |

Non-Resident

1. Rental of Buildings:¹¹⁸
- Building "A" \$100.00 per hour (2 hour min.)
\$100.00 fee for use of kitchen (non-refundable)
Plus \$100.00 refundable deposit
- Building "D or E" \$80.00 per hour (2 hour min.)
- \$50.00 for use of kitchen (non-refundable)
Plus \$80.00 refundable deposits
Note: Fees are double if both sides are used.
- Building "C" \$50.00 per hour (2 hour minimum)
Pool #1 Pavilion \$100 per hour (2 hour minimum)

Note: All deposits must be paid at the time of reservation. If renter does not cancel their reservation within 7 days of reservation, they will forfeit their rental fee.

"Not for profit" and governmental entities that perform free services to support District residents in health and well-being may be provided the use of buildings at no charge. The waiver of rental fee must be approved by the Community Manager or his/her designee.

Any "for profit" function held at any District facility must be approved by the Community Manager or his/her designee.

2. Parking fee for allowed vehicles
(other than automobiles) at Falcon Dr. Lot \$10.00 per day

Automobiles overnight in Building "A" lot:

Residents	Free
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Guests	
1-2 nights	\$ 5.00
3-7 nights	\$10.00
8 or more nights	\$25.00/week

3. Beach and Pier \$15.00 1 Day pass
\$25.00 refundable key deposit

3.4 Guidelines for Registering as a Club or Organization and Use of District Facilities

Registration of Clubs/Organizations/Private Parties

- Any request to form a registered Club or Organization that intends to use District facilities must be approved by the Community Manager.¹¹⁹
- An Application form and Building Registration form must be filed as part of the application which shall include the following information:
 - Name of Club or Organization
 - Names, addresses, phone numbers of at least four responsible year round District residents or elected officers or alternates. All officers of the club or organization must be District residents.¹²⁰
 - Times, dates, and their choice of established layouts of tables and chairs needed for the club/organization.
 - Any club or organization having fewer than 3 meetings and/or events per year shall be de-certified.¹²¹
 - Definition and purpose of the club or organization.¹²²
 - Other pertinent information as may be required.
- Changes to Club Officers or designated responsible parties must be reported to BBRD management staff when changes occur to keep registration forms current.
- Clubs or Organizations must renew their applications for use of District facilities on an annual basis. This must be done no later than the December 31st of each year. Names and address of officers (who must be District residents) shall be provided. Failure to maintain residents as officers will result in the club or organization being de-certified as a registered club or organization.¹²³ This is necessary to reaffirm scheduling for each season/year. Applicants also need to report if they desire to have their names published in the HOA annual phone directory.
- The designated parties will be the only recognized officials to make new arrangements and changes to the schedule or set up plans.
- The time that has been scheduled for club meetings must be followed. Members are not allowed to come in early. Other functions or cleaning may be in progress prior to the clubs scheduled time.

Use of District Facilities

- Any Club or Organization that uses District facilities must be comprised of a majority of Barefoot Bay residents unless permitted by policies adopted by the Board of Trustees. Only registered Clubs or Organizations may use District facilities on a non-fee basis. No fees, (other than temporary social

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- membership fees, as applicable) shall be charged to an invitee of a registered Club or Organization to attend an activity or specific event sponsored by a Club or , Organization .
2. Residents of the Barefoot Bay Recreation District may utilize District facilities but registered Clubs or Organizations shall have priority in scheduling.
 3. Social events held by residents requesting use of District facilities shall be classified as "District Resident-Private Parties." Rental fees shall not apply; however, non-residents who attend these functions must register as guests and pay fees in accordance with the District's fee schedule.
 4. Residents using District facilities for a "for profit" event are required to pay fees in accordance with the District's fee schedule.
 5. Non-registered clubs and organizations or non-residents may use District facilities upon payment of appropriate fees in accordance with the District's fee schedule. Priority shall be in terms of scheduling:
 - A. BBRD official meetings, workshops and/or events
 - B. BFBHOA
 - C. District Resident-Private Parties
 - D. Registered Clubs, Organizations
 - E. Non-residents.

Non-Discrimination Policy

1. The Barefoot Bay Recreation District does not discriminate against anyone in a protected class including, but not limited to race, creed, color, national origin, religion, gender, or sexual orientation. When in use of Barefoot Bay Recreation District facilities, anyone in a protected class including employees, residents and guests will not be discriminated against regardless of race, creed, color, national origin, religion, gender or sexual orientation.¹²⁴

Use of Alcoholic Beverages

1. Bringing alcoholic beverages to District facilities is prohibited. Where permitted, all alcoholic beverage purchases must be provided by the Barefoot Bay Recreation District.
2. In accordance with Florida Law, Home owners, residents, or guests may NOT place alcoholic beverages that are not purchased through the golf course or 19th-hole on their property adjacent to the golf course for any amenity user to consume.¹²⁵
3. For all functions desiring the use of bar service for the purpose of purchasing alcoholic beverages, the minimum service charge shall be \$100.00.¹²⁶ For non-club functions, this fee is payable in advance at the Resident Relations Office.¹²⁷ If the Bar takes in less than \$100.00, the function host will reimburse the bar total.¹²⁸ Clubs who register a bar must also meet the \$100.00 minimum, but are not required to pay in advance.¹²⁹ Clubs who do not meet the \$100.00 minimum must make up the difference.¹³⁰
4. Clubs or organizations must fill out a Bar Form (if a bar is desired) to request a Bar for the function. A good estimate on the number of people that will attend is required. This helps the bartender to stock the bar properly.
5. A request for bar service must be made at least two weeks in advance. If not submitted two weeks prior to the event,¹³¹ BBRD cannot guarantee that personnel will be available to cover the bar.

Scheduling and Set-Up

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1. It will be necessary to have dates of annual events scheduled prior to November 25th each year for the following year. There will be no confirmation of these dates until they have been reviewed and approved.
2. Reservations will be booked for eleven months only: If an entity desires the use of club facilities during December, this must be requested on a separate form. Regular scheduling of facilities shall be beginning in January.
3. Pick more than one date and check with the Calendar Coordinator's Office to determine the availability of time and building.
4. At the time of reservation, you will need to know the number of people that will be attending, and if you would like round or square tables. Options for table layout are limited to established table layouts.
5. Buildings will no longer be held for the Clubs or Organizations unless they come into the office and sign the necessary paperwork.
6. In order to cancel a meeting, an authorized representative must come in person to the Calendar Coordinator's office to cancel. They will be asked to sign a cancellation form.
7. The Barefoot Bay Recreation District reserves the right to assign, re-assign or re-schedule any function. The Community Manager shall be responsible for all final decisions regarding conflicts in scheduling.
8. Smaller clubs/organizations/events may be reassigned to a smaller facility to reduce utility and maintenance costs.
9. All functions requiring set-up must be submitted at least 2 weeks in advance. Failure to provide adequate notice by this deadline shall result in payment of set-up fees of \$25.00 & tax. Once set up plans are submitted and approved, any changes to the set up plans as submitted may be required to pay additional fees.
10. Persons requesting the use of Building A or D & E and requiring multiple large electrical usage appliances must follow the plan outlined by Property Services to safely utilize existing power supplies. Failure to follow the set plan will result in loss of usage of the facility for that event. It is the responsibility of the Barefoot Bay Recreation District to strictly adhere to all Fire and Safety regulations for events in and around the Recreation District facilities.
11. Persons requesting the use of Building A or D& E which will result in large groups of mobile guests are required to follow the plan outlined by Property Services to safely utilize doorways and exits. Failure to follow the set plan will result in loss of usage of the facility for that event. It is the responsibility of the Barefoot Bay Recreation District to strictly adhere to all Fire and Safety regulations for events in and around the Recreation District facilities.

Use of District Facilities Where Fees Are Charged

1. All private functions requiring a fee or individual admissions charge may be subject to additional payment fees to the District, unless waived by the Board of Trustees in consideration that the fees accrued go to benefit the registered club's stated purpose that being of a "non-profit" nature. Non-resident fees will apply.

Use of Facilities for Gambling and Games of Chance

Gambling/games of chance of any kind shall not be permitted unless authorized by state statute and as may be authorized by the Board of Trustees.

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Use of Kitchen Facilities/Bringing in Incidental Food

1. Any function that requires the use of kitchen facilities including the use of grills stoves, refrigerators, sinks shall pay a usage fee and clean-up deposit as may be determined by the Board of Trustees.
2. Clean up deposits and usage fees may be waived if food and beverages brought into the District facilities are of an incidental nature. However, a clean-up fee may be charged to any entity using District facilities if areas have to be cleaned by custodial staff.
3. Refrigerators and Freezers must be reserved with the Calendar Coordinator at least two weeks prior to their use.
4. If a private caterer requires the use of the stove, refrigerator and/or freezer, the Barefoot Bay club, organization representative, or Barefoot Bay resident must reserve them with the Calendar Coordinator at least two weeks in advance. There will be no catering charge for the Barefoot Bay club, organization, or resident unless the equipment is damaged. Damage to equipment will be assessed at the repair or replacement cost of the equipment to the Barefoot Bay club, organization, or resident.¹³²
5. Any function that leaves the facilities in an unclean manner shall be charged a \$100.00¹³³ 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 fryer¹³⁴ 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.¹³⁵
7. The gas grill is available for use at Pool 1 by residents and their guests on a first come, first served basis.¹³⁶
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.¹³⁷
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 District¹³⁸

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.

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2. Residents desiring to donate gifts and/or memorials shall work with staff to determine the costs of the memorial or item. The cost of the item will be presented to the donor. BBRD will purchase the item after the resident has paid for the item(s) and assume legal liability for the item.
3. No restrictions can be placed on the use or ownership of the gift or memorial. The BBRD is the sole owner of all gifts and will determine the use of the gift or memorial.
4. The gift or memorial must be deemed appropriate by the Community Manager and the Board of Trustees.
5. The Community Manager must determine all short and long-term costs of all gifts and memorials. These costs shall include the maintenance, repair, upkeep, insurance and/or any other hazards or liability. The placement of any memorial or gift shall not interfere with the maintenance of District facilities.
6. The acceptance, placement, use and removal of gifts and memorials are at the sole discretion of the District.
7. Plaques for all memorials shall not be considered permanent, and will be removed at the sole discretion of the District when they deteriorate.

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Part 4. Public Records Request Policy

4.0 PURPOSE.¹³⁹

Barefoot Bay Recreation District ("BBRD") is committed to the tenets set forth in Chapter 119, Florida Statutes, governing access to public records, also known as Florida's Public Records Act.

The purpose of this Policy is to provide guidelines and procedures for BBRD staff to assure compliance and uniformity with regard to handling of requests for inspection and copies of public records not exempted by state law.

To the extent that any term is not specifically defined herein, the definitions pursuant to Sec. 119.011, F.S. shall apply to any request for public records submitted to BBRD.

4.1 PUBLIC RECORDS REQUEST PROCEDURE.

A. Intake of Request.

1. Parties requesting to inspect and/or receive copies of public records maintained by BBRD ("Requesting Parties") shall be directed to submit their requests to the BBRD Clerk who shall serve as the BBRD Records Custodian.
2. Upon receipt of a public records request, the BBRD Clerk shall coordinate the response.
3. Each request shall be reviewed carefully by the BBRD Clerk to determine the estimated length of time required to gather the records. All requests shall be satisfied as expeditiously as possible considering the nature and volume of the request.
4. Public records will be made available within a "reasonable period of time" and "under reasonable conditions." Although there is no statutory definition of this time period, a "reasonable period of time" and "reasonable conditions" shall take into account the number of documents sought; the number of locations where the documents are stored; whether the records are maintained electronically or as hard copies; whether the documents must be examined for confidential information or redacted; and whether substantial research will be required to identify, obtain and copy the records requested.
5. The BBRD Clerk must review the documents to determine if exempt/confidential information or material is included in the documents requested. Exempt/confidential information as provided pursuant to the Florida Constitution or Chapter 119, F.S., must be redacted prior to review by, or distribution to, the requesting party.
6. Unless otherwise provided by law, BBRD is not required to create new records in response to a request for information, nor is BBRD required to reformat its records in a particular electronic format, if requested by the requesting party. BBRD will provide a copy of the record in the medium requested, if BBRD maintains the record in that medium. BBRD may also elect to provide a copy of a public record in the requested medium, if not routinely used in BBRD, and charge a reasonable fee in accordance with section 119.07(4), Florida Statutes and as provided herein.

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B. Notification and Response.

1. When a response to a records request has been completed, the requesting party shall be notified of the availability of the copied records, if any, and the location where the documents will be made available. Notification shall be made by telephone and/or email, if the email address of the requesting party is known. Any email notification sent by the BBRD Clerk shall be stored in an electronic file pertaining to the public records request. If a telephone notification is the only notification provided, the BBRD Clerk shall make an email record of the date and time of the telephonic notification and store the email in an electronic file set up for the public records request.
2. The BBRD Clerk shall collect the required fee as outlined in Paragraph 4.3 of this policy prior to providing requested copies of public records to a requesting party. Upon payment and delivery of such records, the BBRD clerk shall deliver a written receipt for the amount paid. The receipt shall provide a short description of the documents being provided and shall specify the number of hard copy pages, DVD's, CD's, VHS, or audio tapes delivered to the requesting person.
3. In instances where electronic records are requested/provided, a copy of the email with the responsive documents shall be maintained by the BBRD Clerk as evidence of compliance with the request. Any BBRD employee sending a responsive email with documents attached shall copy the BBRD Clerk with the responsive email.
4. The BBRD Clerk or is required to maintain an agency copy of a response to a public records request for a period of one year after the response has been received by the requesting party. General Records Schedule GS I-SL, Item 23, requires a minimum of one year retention for public information requests and responses. In this way, BBRD will have proof of compliance and the ability to re-inspect the response, if questioned.

C. Public Record Inspections.

1. Inspections of Public Records may take place at any time throughout the workday, generally Monday through Friday, 8:00 am to 4:30 pm, except holidays.
2. BBRD must have an employee present to monitor all scheduled records inspections.
3. The BBRD Clerk is responsible for providing safeguards to protect original public records during any scheduled inspection.

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PUBLIC RECORDS REQUEST POLICY

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4.2 REQUESTS FOR VOLUMINOUS RECORDS REQUIRING EXTENSIVE STAFF TIME/EXTENSIVE INFORMATION TECHNOLOGY RESOURCES.

1. For the purposes of this policy, a "voluminous" request, which requires "extensive" use of clerical or supervisory assistance/information technology resources by BBRD staff for response, is deemed to exist if BBRD staff will be required to expend more than thirty (30) minutes researching, reviewing, gathering, redacting, or copying the requested records.
2. If the nature or volume of public records requested to be inspected or copied pursuant to this policy is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by BBRD staff, BBRD may charge the actual cost incurred for duplication as provided in Paragraph 4.3 of this policy, as well as a special reasonable service charge based on the cost incurred for extensive use of information technology resources or the labor cost attributable to the clerical and supervisory assistance required to provide the response to the request.
3. In the case of requests for voluminous as described above, the BBRD Clerk should provide the requesting party with a written response providing the following information after coordinating a projected response time and cost with the applicable BBRD staff members who will assist in the preparing the response:
 - a. an estimate of the staff time required to respond to the request;
 - b. the projected cost that will be charged to comply with the request;
 - c. a request for a deposit in the amount of 50% of the projected cost, before BBRD staff will begin preparing the response;
 - d. an offer to allow the requesting party the alternative of inspecting any nonexempt or non-confidential records requested and identifying which specific records, if any, the requesting party would like to have copied.
4. A deposit in the amount of 50% of the estimated charge shall be required before undertaking a response to a request for voluminous public records. All charges shall be invoiced and collected by the BBRD Clerk based upon the number of copies made and the amount of time spent complying with the request in excess of thirty (30) minutes.
5. Charges for extensive staff time will be assessed at the hourly rate of the lowest paid staff person who is qualified to respond to or supervise (where required) a response to the request for public records.
6. Charges for extensive use of information technology resources shall be billed at the actual cost incurred by BBRD for the extensive use of such information technology resources in filling the request for public records.
7. In the event of non-retrieval of records copied as a result of a public records request, any advance deposit may be retained and the requesting party may also be billed for any difference between the deposit and actual costs incurred by BBRD to produce the records. BBRD may require any requesting party who fails to retrieve or pay the charges associated with a request for voluminous public records, as provided herein, to pay the full costs associated with filling any subsequent public records requests in advance of providing any response to such subsequent request.

Exhibit A

Barefoot Bay Recreation District Policy Manual
PUBLIC RECORDS REQUEST POLICY

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4.3 COPIES AND FEES.

Those seeking copies of public records will be charged only the actual costs of making copies. However, if the nature or volume of the request requires extensive use of information technology resources or clerical assistance by BBRD staff, BBRD may charge, in addition to actual cost of duplication, an additional special service charge in accordance with Section 119.07(4)(d), Florida Statutes, and Paragraph 4.2 above.

A receipt for the amount of payment must be provided to the person paying for the records.

Homeowners and residents may obtain one free copy of the following documents per calendar year:¹⁴⁰

- Charter
- Deed of Restrictions
- ARCC Guidelines
- Policy Manual
- Employee Handbook
- Homeowners' Copy of Proposed Budget
- Homeowners' Copy of Approved Budget

Those records maintained by BBRD in an electronic information system may transfer the electronic records from that system onto a CD or, in the case of videotaped documents, onto a DVD. Assuming that the electronic information within the system is easily retrievable, the charges for such transfer should be the actual costs of duplication. BBRD may charge for CD disks, if not provided by the requestor. Special charges may be added if the request is extensive enough to require clerical assistance and extensive use of technology resources as provided in Paragraph 4.2 above.

The uniform fee for copies to be charged by BBRD is as follows, unless otherwise provided by law:

Paper copies:

First 10 pages per month, per citizen: No Charge

Additional:

8.5x11.5 or less - one-sided \$0.15

8.5x11.5 or less - two-sided \$0.20

8.5x14 or less - one-sided \$0.15

8.5x14 or less - two-sided \$0.20

11x17 \$0.25

Certified copies: \$1.00

CD/DVD/VHS/Audio Tapes:

Duplication:

Duplication of CD's, DVD's, VHS, or audio tapes shall be the actual cost of the CD's, DVD's, VHS, or audio tape. Actual mailing costs shall be charged rather than a flat fee.

Mailing costs shall include protective cases and padded mailing envelope, plus postage.

Postage:

Exhibit A
Barefoot Bay Recreation District Policy Manual
PUBLIC RECORDS REQUEST POLICY

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Large orders or those to be mailed out of BBRD should be weighed and calculated individually, using www.usps.gov for postage rates.

Any unusually large volume of copying requiring the documents to be sent to a copy service for reproduction are to be billed to the requesting party based on the actual cost to BBRD.

Revision Record Page

The Board notes that prior versions of the General Rules Applicable to District Facilities were created/amended by numerous Resolutions. Footnote references which are still applicable have been left in the preceding text as found at the time of last amendment. However, due to the substantial format changes being implemented by Resolution 2009-05, the Article and Section references on the prior revision record page are no longer applicable. The Board also notes that some prior amendments were not reflected by footnotes. The Board further notes that the prior revision record page included an incorrect reference to Resolution 2001-01 where such reference should have been to Resolution 2003-01.

The following is a list of Resolutions known by the Board to have created and/or amended the General Rules Applicable to District Facilities and/or related to fee schedules:

Date	Resolution	Subject
01/30/98	98-01	Fee Schedule.
05/12/00	2000-01	Fee Schedule.
05/11/01 Schedule.	2001-02	Non-Resident Golf Badge Fee; Fee
09/17/01	2001-09	Revised General Rules.
12/14/01 Dues.	2001-12	Golf Membership and Membership
03/08/02	2002-02	R.V. Storage Area Fees.
03/08/02	2002-03	A&E Clean Up Deposit.
05/10/02	2002-06	Social/Family Membership Fees when moving within District.
03/14/03 deletions.	2003-01	\$2.00 non-resident guest pass; Softball Fee Schedule
07/11/03	2003-05	Suspension/cancellation of membership hearing procedure; swimming pool rules.

Exhibit A

Barefoot Bay Recreation District Policy Manual
PUBLIC RECORDS REQUEST POLICY

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Exhibit A

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PUBLIC RECORDS REQUEST POLICY

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Endnotes

- 1 Amended 12/10/13 Resolution 2013-16
- 2 Added 2/13/2015, Resolution 2015-04
- 3 Amended 9/9/16, Resolution 2016-19
- 4 Amended 7/10/09, Resolution 2009-12
- 5 Amended 2/13/2015, Resolution 2015-04
- 6 Amended 9/9/16, Resolution 2016-19
- 7 Amended 3/28/2017 to remove reimbursement of ARCC travel expenses, Resolution 2017-5
- 8 Amended 9/9/16, Resolution 2016-19
- 9 Amended 9/9/16, Resolution 2016-19
- ~~10 Amended 9/9/16, Resolution 2016-19~~
- 11 Amended 3/28/2017, Resolution 2017-05
- 12 Section added 2/13/2015, Resolution 2015-04
- 13 Amended 9/9/16, Resolution 2016-19
- 14 Amended 9/9/16, Resolution 2016-19
- 15 Amended 9/9/16, Resolution 2016-19
- 16 Amended 3/28/2017, Resolution 2017-05
- 17 Amended 2/13/2015, Resolution 2015-04
- 18 Amended 2/13/2015, Resolution 2015-04
- 19 Amended 2/13/2015, Resolution 2015-04
- 20 Amended 2/13/2015, Resolution 2015-04
- 21 Amended 2/13/2015, Resolution 2015-04
- 22 Amended 2/13/2015, Resolution 2015-04
- 23 Amended 9/9/16, Resolution 2016-19
- 24 Amended 2/13/2015, Resolution 2015-04
- 25 Amended 2/13/2015, Resolution 2015-04
- 26 Amended 9/9/16, Resolution 2016-19
- 27 Amended 2/13/2015, Resolution 2015-04
- 28 Amended 2/13/2015, Resolution 2015-04
- 29 Amended 2/28/12 Resolution 2012-05
- 30 Amended 9/9/16, Resolution 2016-19
- 31 Amended 2/13/2015, Resolution 2015-04
- 32 Amended 06/23/09, Resolution 2009-08
- 33 Amended 9/9/16, Resolution 2016-19
- 34 Amended 2/13/2015, Resolution 2015-04
- 35 Amended 2/13/2015, Resolution 2015-04
- 36 Amended 2/13/2015, Resolution 2015-04
- 37 Amended 2/13/2015, Resolution 2015-04
- 38 Amended 2/13/2015, Resolution 2015-04 All references to purchases over \$30,000 changed to \$50,000 in this section.
- 39 Amended August 13 2010, Resolution 2010-14
- 40 Amended 12/10/13 Resolution 2013-16
- 41 Added 2/13/2015, Resolution 2015-04
- 42 Amended 9/9/16, Resolution 2016-19
- 43 Amended 9/9/16, Resolution 2016-19
- 44 Amended December 10, 2013, Resolution 2013-16
- 45 Amended May 14, 2010, Resolution 2010-09
- 46 Amended December 10, 2013, Resolution 2013-16
- 47 Temporary Social membership reference deleted 2/13/2015, Resolution 2015-04
- 48 Amended December 10, 2013, Resolution 2013-16
- 49 Amended December 10, 2013, Resolution 2013-16
- 50 Amended 2/13/2015, Resolution 2015-04

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- 51 Amended 2/13/2015, Resolution 2015-04
 - 52 Amended 2/13/2015, Resolution 2015-04
 - 53 Amended September 10, 2010, Resolution 2010-15
 - 54 Amended September 10, 2010, Resolution 2010-16
 - 55 Amended 9/9/16, Resolution 2016-19
 - 56 Amended December 10, 2013, Resolution 2013-16
 - 57 Amended January 13, 2012 Resolution 2012-01
 - 58 Amended December 10, 2013, Resolution 2013-16
 - 59 Amended June 8, 2012 Resolution 2012-09
 - 60 Amended September 23,2014 Resolution 2014-12
 - 61 Amended 9/9/16, Resolution 2016-19
 - 62 Amended 3/28/2017, Resolution 2017-05
 - 63 Amended October 25, 2011. Resolution 2011-16
 - 64 Amended 9/9/16, Resolution 2016-19
 - ⁶⁵ Amended 3/28/2017, Resolution 2017-05
 - 66 Amended 7/8/11, Resolution 2011-12 .Changes to Golf Membership regarding “full time students” and changed to fiscal year.
 - 67 Res. 2001-12, 12/14/01
 - 68 Amended 9/9/16, Resolution 2016-19
 - ~~69 Amended 9/9/16, Resolution 2016-19~~
 - ~~70 Approved 12/14/04, Res. 2001-12~~
 - 71 Amended 2/13/2015, Resolution 2015-04
 - 72 Amended March 12, 2010, Resolution 2010-7
 - 73 Amended March 23, 2010, Resolution 2010-8
 - 74 Amended 2/13/2015, Resolution 2015-04
 - 75 Amended 2/13/2015, Resolution 2015-04
 - 76 Amended 2/13/2015, Resolution 2015-04
 - 77 Amended 9/9/16, Resolution 2016-19
 - 78 Amended December 10, 2013, Resolution 2013-16
 - 79 Amended 9/9/16, Resolution 2016-19
 - 80 Amended 9/9/16, Resolution 2016-19
 - 81 Amended December 10, 2013, Resolution 2013-16
 - 82 Amended 9/9/16, Resolution 2016-19
 - 83 Amended December 10, 2013, Resolution 2013-16
 - 84 Amended December 10, 2013, Resolution 2013-16
 - 85 Amended December 10, 2013, Resolution 2013-16
 - 86 Amended 9/9/16, Resolution 2016-19
 - 87 Amended 2/13/2015, Resolution 2015-04
 - 88 Amended 3/11/2011 Resolution 2011-04
 - 89 Amended 9/9/16, Resolution 2016-19
 - 90 Amended July 8, 2011 Resolution 2011-12
 - 91 Amended 9/9/16, Resolution 2016-19
 - 92 Amended July 10, 2009, Resolution 2009-14
 - 93 Amended 2/13/2015, Resolution 2015-04
 - 94 Amended 2/13/2015, Resolution 2015-04
 - 95 Amended 9/9/16, Resolution 2016-19
 - 96 Amended July 8, 2011, Resolution 2011-12
 - 97 Amended 2/13/2015, Resolution 2015-04
 - 98 Section amended 2/13/2015, Resolution 2015-04
 - 99 Amended December 10, 2013, Resolution 2013-16
 - 100 Amended December 10, 2013, Resolution 2013-16
 - 101 Amended December 10, 2013, Resolution 2013-16

Exhibit A

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102 Amended December 10, 2013, Resolution 2013-16
103 Amended December 10, 2013, Resolution 2013-16
104 Amended December 10, 2013, Resolution 2013-16
105 Amended December 10, 2013, Resolution 2013-16
106 Amended December 10, 2013, Resolution 2013-16
107 Amended 2/13/2015, Resolution 2015-04
108 Amended December 10, 2013, Resolution 2013-16
109 Amended 9/9/16, Resolution 2016-19
110 Amended December 10, 2013, Resolution 2013-16
111 Amended May 14, 2010, Resolution 2010-09
112 Amended December 10, 2013, Resolution 2013-16
113 Amended 9/9/16, Resolution 2016-19
114 Amended December 10, 2013, Resolution 2013-16
115 Amended 9/9/16, Resolution 2016-19
116 Amended 2/13/2015, Resolution 2015-04
117 Amended December 10, 2013, Resolution 2013-16
118 Amended 9/9/16, Resolution 2016-19
¹¹⁹ Amended April 25, 2017, Resolution 2017-07

¹²¹ Amended April 25, 2017, Resolution 2017-07

124 Amended December 10, 2013, Resolution 2013-16
125 Amended 9/9/16, Resolution 2016-19
126 Amended December 10, 2013, Resolution 2013-16
127 Amended December 10, 2013, Resolution 2013-16
128 Amended December 10, 2013, Resolution 2013-16
129 Amended December 10, 2013, Resolution 2013-16
130 Amended December 10, 2013, Resolution 2013-16
131 Amended 2/13/2015, Resolution 2015-04
132 Amended January 8, 2009, Resolution 2010-01
133 Amended 9/9/16, Resolution 2016-19
134 Amended 9/9/16, Resolution 2016-19
135 Amended 2/13/2015, Resolution 2015-04
136 Amended July 8, 2011, Resolution 2011-12
¹³⁷ Amended April 25, 2017, Resolution 2017-07
138 Amended February 12, 2010, Resolution 2010-5
139 Barefoot Bay Recreation District Public Records Request Policy was formally adopted with Resolution 2010-22 on October 26, 2010.
140 Amended 9/9/16, Resolution 2016-19

RESOLUTION 2017-14

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; PROVIDING FOR THE ADOPTION OF VARIOUS COMPREHENSIVE REVISIONS TO THE POLICY MANUAL ADOPTED MAY 8, 2009, AS SUBSEQUENTLY AMENDED THROUGH APRIL 25, 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 April 25, 2017, Resolution 2017-07, at a public workshop on September 05, 2017; and

WHEREAS, the Barefoot Bay Recreation District staff has incorporated various changes the Board of Trustees have previously adopted in various meetings; 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 immediately.

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

Chairman Steve Diana	_____
Trustee Brian Lavier	_____
Trustee, Ed Geier	_____
Trustee Frank Cavaliere	_____
Trustee, Joseph Klosky	_____

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted this 13th day of October, 2017.

BAREFOOT BAY RECREATION DISTRICT

By: _____
STEVE DIANA
CHAIRMAN

Attest: _____
JOSEPH KLOSKY
SECRETARY

Board of Trustees Workshop Agenda Memo

Date: October 13, 2017
Title: Rules of the BOT Revision
Section & Item: 9K
Department: Office of the District Clerk
Fiscal Impact: N/A
Contact: Dawn Myers, District Clerk or John W. Coffey, Community Manager
Attachments: Rules of the BOT, Resolution #2017-15
Reviewed by: Yes
General Counsel:
Approved by:



Requested Action by BOT

Review proposed changes to the Rules of the BOT and adoption of accompanying resolution.

Background and Summary Information

One change is proposed for the Rules of the BOT

1. Duties and Responsibilities of the Chairperson of the Neighborhood Revitalization Program BOT Subcommittee (page 7-8)

Under Article VI (Duties and Responsibilities of Officers and Trustees, a new Section 5 is proposed which reads:

The Trustee who is elected Chairperson of the Neighborhood Revitalization (NRP) Program BOT Subcommittee shall be authorized to approve (as recommended by the Community Manager or designee) the expenditures of NRP funds in excess of \$7,500 and not to exceed \$25,000 by staff toward the acquisition of a target property identified by the Sub-Committee in accordance with NRP rules as established by the BOT.

The purchase of the property shall be ratified by the Board of Trustees at the next scheduled regular meeting of the Board of Trustees.

The Chairman of the NRP BOT Sub-Committee shall be authorized to sign any proposed contracts for sale of BBRD owned properties acquired through the NRP (as recommended by the Community Manager or designee). Once a property is under contract for sale, the transaction shall be placed on the next regularly scheduled BOT meeting agenda for confirmation.

Staff recommends the BOT approve Resolution # 2017-15 adopting the revised Rules for the BOT as attached.

RULES FOR THE BOARD OF TRUSTEES BAREFOOT BAY RECREATION DISTRICT

ARTICLE I NAME AND ADDRESS OF ORGANIZATION

Section 1

The name of the organization is BAREFOOT BAY RECREATION DISTRICT, hereinafter referred to as THE DISTRICT.

Section 2

The mailing address of the District is 625 Barefoot Blvd, Barefoot Bay, Florida 32976-9233.

ARTICLE II PURPOSE OF THE RULES

Section 1

The purpose of these Rules is to implement the applicable Florida Statutes and in particular, Chapter 418.30-309, Laws of Florida, and Brevard County Ordinance 84-05, dated 23rd February, 1984, hereinafter referred to as the “Charter”; which said instruments of law and any amendments thereto are incorporated by reference.

Section 2

A further purpose is to inform the residents and property owners of Barefoot Bay as to the operation and management of the District.

ARTICLE III THE GOVERNING BODY

Section 1

The governing body of the District is the Board of Trustees, hereinafter referred to as the “Board.”

Section 2

The composition, qualifications for membership, election, term of office, method of replacement or removal and compensation, shall be as specified in Article V of the Charter, and other applicable state statutes.

Section 3

A. The term of office of each elected Trustee shall commence on the first Tuesday after the first Monday in January following his or her election. Trustees shall serve for two (2) years, or until their successors have qualified for office. The Board shall organize itself within fourteen (14) days next after the first Tuesday after the first Monday in January following each November election by electing from its number a Chairperson, two (2) Vice-Chairmen, a Secretary and a Treasurer.

B. Elected Trustees shall be sworn into office at a public ceremony at a convenient time, providing such ceremony shall stipulate the actual date of assumption of office as in subparagraph A above.

C. The officers of the Board shall serve for one (1) year, commencing on the organizational meeting held in January, after the general election, as defined in paragraph A above.

Section 4

An in-term replacement of a Trustee shall be made by remaining members of the Board as provided for by Section 4, Article V of the Charter and such selected member shall be seated at the next regular meeting.

ARTICLE IV
REGULAR AND SPECIAL MEETINGS

Section 1

The Board shall hold all regular meetings in Barefoot Bay, Florida on the second Friday and the fourth Tuesday of each month at a time and place designated by the Board.

Section 2

Special or emergency meetings may be called and conducted in accordance with Article V, Section 1 of these Rules.

Section 3

A majority of the entire membership of the Board shall constitute a quorum for the transaction of business.

Section 4

The Chairperson, or Vice-Chairperson in his/her absence, shall conduct all meetings according to these Rules and Regulations and such other rules as are, from time to time, adopted by the Board; but not inconsistent with the laws of Florida or the Charter.

Section 5

Workshop meetings may be conducted by the full Board or by a committee of the Board. Meetings will be chaired by a Trustee on a rotating basis. A committee shall be chaired by a Trustee and shall include other members of the public as deemed necessary. The committee may discuss, or prepare written recommendations for future consideration by the full Board. These meetings shall be conducted in accordance with the requirements of the Sunshine Law and shall be properly noticed for public attendance. No business transactions or decisions binding the full Board are permitted.

Section 6

The following guidelines pertain to the public's attendance at a public meeting and are subject to the Chairperson's discretion:

1. No attendee shall be allowed the floor until recognized by the Chairperson.
2. No attendee may be allowed more than three (3) minutes on an Agenda Item or audience participation. Attendees may be allowed more than three minutes per Agenda item or audience participation per the discretion of the Chairman. The attendee must fill out a card informing the Chairperson on the Number of the Agenda Item they wish to speak about prior to the meeting.
3. No attendee shall be required to register his or her attendance. However, those desiring to be heard must state their name and place of residence.
4. No attendee may be allowed to enter into a debate with members of the Board.
5. All questions shall be directed to the Chairperson, answered by the Chairperson or the Chairperson may refer to other members of the Board.
6. Any attendee shall have the right to use a silent tape recorder, and to make an accurate record of what transpires. A reporter may use this means for the benefit of his readers or listeners.
7. Use of cameras will be allowed, so long as such use is not disruptive or the conduct of the meeting.

ARTICLE V
TRANSACTION OF BUSINESS BY THE BOARD

Section 1

“The Board shall utilize the latest edition Robert’s Rules of Order as its official rules of procedure. To the extent that a conflict shall exist between these Rules for the Board of Trustees and Robert’s Rules of Order, these Rules for the Board of Trustees shall control.”

Section 2

All meetings of the Board for transaction of business shall be in harmony with the requirements of Chapter 189.417, F.S., in a building accessible to the public. Any meeting other than a regular meeting or any recessed and reconvened meeting of the Board must be advertised with the day, time, place and purpose of the meeting at least seven (7) days prior to such meeting, except in the case of emergency meetings. Meetings other than regularly scheduled or emergency meetings are deemed to be special meetings and may be called by the entire Board collectively, the Community Manager, and/or the Chairperson as necessary.

A meeting called to deal with bona fide emergency, will be held as necessary upon the call of the Chairperson or at least two (2) requests to convene such an emergency meeting submitted separately by any two (2) Trustees to the Community Manager action taken at any emergency meeting will be ratified at the next regular Board meeting. Reasonable notice of any such emergency meeting will be provided.

Section 3

No approval of the annual budget shall be granted at an emergency meeting.

Section 4

All meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, F.S.

Section 5

Minutes shall be taken, recorded and made available for public inspection at all reasonable time.

Section 6

Under any Incidental, Manager, or Attorney report, any member of the Board may request that any initial motion made by any other member be determined by the Board to be of significant public importance. If the initial motion is determined to be of significant public importance, the initial motion shall be required to be heard as a specific item on a subsequent agenda rather than acted on by motion under the report.

Section 7

If an item is continued it should be placed under unfinished business until it is completed unless the Board of Trustees sets a specific agenda for it to be discussed.

Section 8

The Board shall have the power to create any advisory or fact-finding committee or sub-committee of the Board as deemed appropriate and necessary by the Board collectively. Any Trustee may propose the formation of any such committee or Board sub-committee which may only be formed upon a majority vote of the full membership of the Board. At the time of formation/revision of any such committee or Board sub-committee, the Board shall define in writing the purpose and duration of the committee or Board sub-committee, the number of committee members, their length of terms (committee membership shall not to exceed 5 years and Board sub-committee membership shall be limited to one year or until the Board re-organizes itself under Article 3, Section 3 of this document), appoint the individual members of the committee or Board sub-committee, and assign a staff representative to support each committee. Trustees shall not serve as members of advisory committees. Only Trustees shall serve on Board sub-committees. Each committee or Board sub-committee shall only have the powers granted to it by the Board at the time of establishment. In the event of a change of membership of any committee, replacement members shall only be confirmed upon a majority vote of the membership of the Board. The Board shall have the power to review the membership, purpose, and duration of any committee or Board sub-committee, including the right to dissolve and disband any committee or Board sub-committee, at any time upon a majority vote of the membership of the Board.

The Board shall review all committees (excluding Violations committee) and adopt written purposes of each committee. Existing committee members (excluding Violations and ARCC committees) may be re-appointed for fixed terms with a staggered length of terms to ensure all committee members' terms do not expire at the same time. Under no circumstances shall a paid staff person be appointed as a voting member of a committee. Applicants for said committees shall submit a resume for consideration of appointment.

Written minutes of committee and Board sub-committee meetings must be kept, with a copy provided to the District Record Custodian for record keeping. Members of all advisory committees and Board sub-committee shall be advised of the Sunshine Laws applicable to the committee members. The BBRD Guidelines for Committee/Task Force form shall be prepared for each committee and shall be turned in to the District Record Custodian for record keeping.

ARTICLE VI
DUTIES AND RESPONSIBILITIES OF OFFICERS AND TRUSTEES

Section 1

The Board of Trustees have the general powers and duties as set forth in Article V of the District Charter.

Trustees shall:

- Attend all Board of Trustees meetings and workshops, unless otherwise excused by the Chairperson
- Evaluate the Community Manager and or management company at the prescribed times and provides an assessment of current performance and areas for improvement;
- Respond to resident complaints by referring them to the appropriate entity, Board of Trustees or Community Manager for prompt resolution; and

The Board of Trustees shall determine who has signing authority for all banking and savings accounts of the District. The Board shall determine who has “view only” or “account change” authority. All access to Recreation District accounts must be approved through a regular meeting and be recorded in the official minutes of the Board of Trustees. Changes which affect the status, location and value of any accounts held by Barefoot Bay Recreation District shall be approved by the Board of Trustees.

Safety Deposit Box procedure. Anyone trustee or staff member requesting access to the safety deposit box must notify the Community Manager for the key. Access to the safety deposit box is granted to the Community Manager or his/her designee and one trustee who must also be present at the time of access.

Section 2

Chairperson. The Chairperson or Vice-Chairperson shall preside at all meetings of the Board. The Chairperson shall appoint regular and special committees as necessary. He/she shall also be an ex-officio member of all committees appointed by him/her. In the absence of the Chairperson, the 1st or 2nd Vice-Chairperson shall act in his/her place. The Chairperson shall perform all the duties of Trustee.

The Chairperson shall sign all contracts and documents requiring the signature of the Board representative. He/She shall have signing, withdraw, deposit and information changing authority on all SBA accounts. The Chairperson may review agenda items with the community manager prior to the release of any final agenda for all regular and special meetings of the Board.

Section 3

Secretary.

1. Is responsible for directing and over-seeing that the Community Manager maintains all records of the business of the District and any other records required by Florida Statutes;
2. Is responsible for ensuring the Community Manager provides notice of all meetings and that minutes are taken by as required by Florida Statutes;
3. Reviews draft copies of minutes and oversees the necessary corrections before they are issued to the Board of Trustees or public;
4. Performs the regular duties of a Trustee; and
5. Takes roll call at the meetings and determine that a quorum is present.

Section 4

Treasurer. The Treasurer shall be responsible for ensuring that the Community Manager maintains accurate accountings of receipts and disbursements of monies to the operation of the District and shall direct the Community Manager to prepare all financial reports required by the Florida Statutes and any rules or regulations of any state of Florida or federal agency.

Notwithstanding the foregoing, a Trustee who does not have the authority to sign any checks for the District shall be appointed by the Board to review the monthly bank statements of the District for accuracy.

1. The Treasurer or designee shall review all payments and supporting documents for accuracy and sign the Recreation District checks for payment of invoices. In the absence of the Treasurer, the second signature required for all checks over \$5,000 may be any Trustee authorized with signing authority.
2. In the case of any emergency action, the Treasurer or designated person shall act with the Community Manager in the best financial interest of the Recreation District and bring the issue to the Board for approval at the next scheduled meeting.
3. The Treasurer shall initiate any actions approved by the Board for withdrawal and deposit of any funds from the SBA and Money Market accounts of the District.
4. The Treasurer shall prepare reports for the regular scheduled board meetings which accurately reflect the most recent balances of the accounts held by the District. The Treasurer shall prepare a monthly summary report after each close of business and review the bank statement monthly along with the list of deposits and disbursements reflected in that bank statement.

Section 5

The Trustee who is elected Chairperson of the Neighborhood Revitalization (NRP) Program BOT Sub-committee shall be authorized to approve (as recommended by the Community Manager or designee) the expenditures of NRP funds in excess of \$7,500 and

not to exceed \$25,000 by staff toward the acquisition of a target property identified by the Sub-Committee in accordance with NRP rules as established by the BOT.

The purchase of the property shall be ratified by the Board of Trustees at the next scheduled regular meeting of the Board of Trustees.

The Chairman of the NRP BOT Sub-Committee shall be authorized to sign any proposed contracts for sale of BBRD owned properties acquired through the NRP (as recommended by the Community Manager or designee). Once a property is under contract for sale, the transaction shall be placed on the next regularly scheduled BOT meeting agenda for confirmation.

ARTICLE VII CONFLICT OF INTEREST

Section 1

“A code of ethics for all state employees and non-judicial officers prohibiting conflict between public duty and private interest shall be prescribed by law.” (Article III, Sec. 18, Fla. Const.) This mandated Code of Ethics is found in Chapter 112 (Part III) of the Florida Statutes.

ARTICLE VIII ADMINISTRATIVE DUTIES

Section 1

The Board of Trustees employs a Community Manager who is the chief appointed officer responsible for the daily operations and management of all BBRD personnel and functions. The Board of Trustees, as a group in public meetings, provides direction to the Community Manager regarding policy and operational activities. The Board of Trustees is responsible for the selection, evaluation and termination of the Community Manager and/or management company (in lieu of directly hiring a Community Manager). Individual Trustees may discuss any specific issue with the Community Manager in private, but shall not provide specific direction regarding District administrative operations of BBRD, including the operation of individual departments or and management of employees.

Section 2

Trustees should work closely with volunteer groups or individuals including the District as well as with the Barefoot Bay Homeowners Association.

Section 3

Organizational Chart

An organizational chart of the District specifying the Trustee positions and operations structure of the staff will be maintained and modified as required.

ARTICLE IX
ORDER OF BUSINESS

Section 1

1. Thought for the Day
2. Pledge of Allegiance to the Flag
3. Roll Call
4. Presentations and Proclamations
5. Approval of Minutes
6. Treasurer's Report
7. Audience Participation
8. Unfinished Business
9. New Business
10. Community Manager's Report
11. Attorney's Report
12. Incidental Trustee Remarks
13. Adjournment

ARTICLE X
AMENDMENTS

Section 1

Amendments to these Rules and Regulations may be introduced by any Trustee in writing. A copy of the proposed amendment shall be posted by staff on the official bulletin board and on www.bbrd.org at least seven (7) days prior to the next regular meeting of the Board, after which the Trustees shall vote on the proposed amendment.

Any amendment to these Rules adopted in accordance with this article shall become effective no sooner than seven (7) days after the date of the adoption of a resolution setting forth any amendments.

ARTICLE XI
PRECEDENT OF LAW

Section 1

Any portion of the Rules in conflict with Florida Laws and the Charter shall be invalid.

Section 2

These Rules shall supersede any and all previous Rules adopted, including but not limited to, Part I of Resolution 2004-1, 2007-03, 2008-07, 2010-19, and 2014-01.

Section 3

These Rules are effective upon passage by the Board and adoption of resolution defining said amendments.

DATED: _____

STEVE DIANA,
Chairperson

JOSEPH KLOSKY,
Secretary

RESOLUTION 2017-15

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; PROVIDING FOR THE ADOPTION OF VARIOUS REVISIONS TO THE RULES OF THE BOARD OF TRUSTEES; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of Trustees has previously adopted Resolution 2017-12 revising the Rules for the Board of Trustees in relation to the duties and roles of trustees of Barefoot Bay; and

WHEREAS , the Barefoot Bay Recreation District Board of Trustees Neighborhood Revitalization Program Sub-Committee discussed suggested revisions applicable to Article VI Duties and Responsibilities of Officers and Trustees, at a public meeting on September 5, 2017; and

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

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

Section 1: The Rules for the Board of Trustees for Barefoot Bay Recreation District is hereby amended in accordance with Exhibit "A" attached and specifically incorporated hereto this Resolution.

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

Section 3. Conflict with other Provisions.

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

Section 4. Effective Date.

The Rules of the Board of Trustees appearing in Exhibit "A" of this Resolution shall take effect immediately upon adoption by the Board of Trustees. This Resolution shall become effective seven (7) days after adoption.

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

Chairman, Steve Diana	_____
Trustee Brian Lavier	_____
Trustee, Frank Cavaliere	_____
Trustee Ed Geier	_____
Trustee, Joseph Klosky	_____

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted this 13th day of October, 2017.

BAREFOOT BAY RECREATION DISTRICT

By: _____
STEVE DIANA
CHAIRMAN

Attest: _____
JOSEPH KLOSKY
SECRETARY

Board of Trustees Workshop Agenda Memo

Date: October 13, 2017

Title: FY17 Audit Planning Communications Letter

Section & Item: 9L

Department: Finance

Fiscal Impact: N/A

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

Attachments: FY17 Audit Planning Communication Letter from Moore Stephens Lovelace, P.A.

Reviewed by

General Counsel: N/A

Approved by:



Requested Action by BOT

Review and Acknowledge the Audit Planning Communications

Background and Summary Information

According to Generally Accepted Government Auditing Standards (GAGAS), our independent auditor, Moore Stephens Lovelace, P.A., is required to communicate certain information with the officials of Barefoot Bay Recreation District during the planning stage of the District's Fiscal Year Ending September 30, 2017 financial statement audit.

Staff has received Fiscal Year 2017 Audit Planning under the guidelines of GAGAS from our independent auditor, Moore Stephens Lovelace, P.A. We have been directed to present the Audit Planning to the Board of Trustees of Barefoot Bay Recreation District. The Audit Planning outlines the Identification of Financial Statement Elements, Audit Objectives, Auditor Responsibilities, Management Responsibilities, General Audit Procedures, Internal Control Audit Procedures, Compliance Audit Procedures, Accounting and Reporting Issues, and Audit Schedule.

Of note, the Auditors anticipate conducting the fieldwork during the week of December 18, 2017 and then present the Audit findings to the BOT at one of the February 2018 BOT meetings.

Staff recommends the BOT acknowledge receipt of the Audit Planning Communications.



October 5, 2017

Board of Trustees
Barefoot Bay Recreation District
Barefoot Bay, Florida

Our professional standards require that we inform you of certain matters related to our audit of Barefoot Bay Recreation District, Florida's (the District) financial statements for fiscal year ended September 30, 2017. This report is intended to convey those matters to you.

As you are aware, our audit is designed to express an opinion on the governmental activities and each major fund of the District. As of the date of this letter, we have started the initial planning phase of the audit. This allows us to provide you with some of our initial assessment of risk areas we consider significant to the risk of material misstatement of the District's financial statements. When our full assessment is completed, we intend to execute our audit plan using procedures to mitigate those risks.

While we were not engaged to and are not performing an audit of internal control over financial reporting, we will obtain an understanding of the District, its environment, and its internal controls sufficient to plan the audit and determine the nature, timing, and extent of our audit procedures.

We are dedicated to delivering the quality service you expect and deserve. Communication is an essential part of this service and the audit process. After reviewing our initial plan, if you have any questions, concerns, or would like us to consider other matters, please contact me at (800) 683-5401 (Work) or (407) 920-2158 (Cell). We truly appreciate the opportunity to serve the District.

Respectfully submitted,

A handwritten signature in blue ink that reads "Wm. Blend". The signature is written in a cursive style and is underlined with a blue line.

William Blend, CPA, CFE
Engagement Shareholder

aam

Barefoot Bay Recreation District, Florida
Audit Planning 2017
Required Communications Under *Government Auditing Standards*

Preface

Government Auditing Standards require that Moore Stephens Lovelace, P.A. (MSL/ Auditor), the Auditor for Barefoot Bay Recreation District, Florida (the District), communicate, during the planning stage of the District's fiscal year ended September 30, 2017 financial statement audit, certain information to officials of the District, or their designated representatives. We have been directed to communicate this information to the District's Board of Trustees, as the representative for the District. The information that follows fulfills this requirement.

Identification of Financial Statement Elements

We will audit the District's basic financial statements for the year ended September 30, 2017. The basic financial statements include:

- Statement of Net Position and Governmental Funds Balance Sheets
- Statement of Activities and Governmental Funds Revenues, Expenditures, and Changes in Fund Balances
- Notes to the Financial Statements

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI) to accompany the basic financial statements. As part of our engagement, we will apply certain limited procedures to the District's RSI, but it will not be audited. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. RSI accompanying the District's basic financial statements includes:

- Management's Discussion and Analysis (MD&A)
- Budgetary Comparison Schedule – General Fund
- Other Postemployment Benefits Schedules

Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles (GAAP). The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Barefoot Bay Recreation District, Florida
Audit Planning 2017
Required Communications Under *Government Auditing Standards* (Cont.)

Auditor Responsibilities

As the District's Auditor, we are responsible for:

- Expressing opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with GAAP and to report on the fairness of the additional information referred to under **Identification of Financial Statement Elements** when considered in relation to the basic financial statements taken as a whole.
- Reporting on internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Informing you in our reports on internal control and compliance that the reports are intended for the information and use of the District's Board of Trustees, management, and specific legislative or regulatory bodies, and are not intended to be, and should not be, used by anyone other than these specified parties.
- Informing you in advance of any reasons that would result in us issuing other than unmodified reports on the financial statements.
- Informing you that we may decline to express opinions or to issue a report as a result of this engagement if we are unable to complete the audit or are unable to form, or have not formed, those opinions.
- Conducting our audit in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; Chapter 10.800, *Rules of the Auditor General*; and other procedures we consider necessary to enable us to express such opinions and to render the required reports.
- Communicating to you the planned audit schedule. Page 11 of this report documents the timetable agreed upon with management for the September 30, 2017 audit.
- Communicating audit areas we consider significant to ensure that we plan our audit to properly address the risk of material misstatement to your financial statements. A listing of those areas can be found on page 7 of this report. Please review this list. If you have any questions, or believe the list is incomplete, please contact us to ensure that we have properly identified all significant risks.

Barefoot Bay Recreation District, Florida
Audit Planning 2017
Required Communications Under *Government Auditing Standards* (Cont.)

Auditor Responsibilities (Cont.)

- Communicating the concept of materiality. The concept of materiality recognizes that some matters, either individually or in the aggregate, are important for the fair presentation of your basic financial statements in conformity with GAAP, while other matters are not important. In performing the audit, based on our professional judgment, we assess matters that, either individually or in the aggregate, could be material to the financial statements. Our consideration of materiality is based on our professional judgment.
- Informing you that, at the completion of the audit, we will request certain representations from management at the conclusion of the audit.
- Informing you regarding some general audit procedures, as well as procedures related to internal controls and compliance. Discussion of those items follows.

Those Charged with Governance and Management Responsibilities

Those charged with governance and management, except where indicated, are jointly responsible for:

- ❖ The basic financial statements and all accompanying information, as well as all representations contained therein in conformity with GAAP.
- ❖ Making all management decisions, performing all management functions relating to the financial statements and related notes, and for accepting full responsibility for such decisions.
- ❖ Acknowledging in the management representation letter that it has reviewed and approved the financial statements and related notes prior to their issuance and has accepted responsibility for them.
- ❖ Management has designated Charles Henley, Finance Manager, as the responsible party for oversight of its audit.
- ❖ Establishing and maintaining internal controls, including monitoring ongoing activities, the selection and application of accounting principles, and the fair presentation in the basic financial statements in conformity with GAAP.
- ❖ Making all financial records and related information available to us and for the accuracy and completeness of that information. Adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the basic financial statements.

Barefoot Bay Recreation District, Florida
Audit Planning 2017
Required Communications Under *Government Auditing Standards* (Cont.)

Those Charged with Governance and Management Responsibilities (Cont.)

- ❖ The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. This responsibility includes informing us of any allegations of fraud, or suspected fraud, affecting the District received in communications from employees, former employees, grantors, regulators, or others.
- ❖ Identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants, and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.
- ❖ Establishing and maintaining a process for tracking the status of audit findings and recommendations.
- ❖ Identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section in this report. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. Management is also responsible for providing its views on our current findings, conclusions, and recommendations, as well as planned corrective actions.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District, or to acts by management or employees acting on behalf of the District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Barefoot Bay Recreation District, Florida
Audit Planning 2017
Required Communications Under *Government Auditing Standards* (Cont.)

Audit Procedures – General (Cont.)

Because an audit is designed to provide reasonable, but not absolute, assurance, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that comes to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from the District's attorneys as part of the engagement. At the conclusion of our audit, we will also require certain written representations from management about the financial statements and related matters.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements, and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards and *Government Auditing Standards*.

Barefoot Bay Recreation District, Florida
Audit Planning 2017
Required Communications Under *Government Auditing Standards* (Cont.)

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*. Compliance areas we currently anticipate to be tested include:

- ❖ Debt Agreements
- ❖ Florida Statutes
- ❖ Rules of the Auditor General
- ❖ District Ordinances
- ❖ District Policies and Procedures

Our procedures will consist of tests of transactions, review of documents, testing applicable reporting requirements, and other procedures we deem necessary to issue the appropriate reports, as described in the Audit Objectives section in this report.

Auditor General

The following are compliance areas identified by the Auditor General to test on an annual basis if they are applicable and are determined to have a direct and material effect on the financial statements:

- ❖ Determine whether or not corrective actions have been taken to address significant findings and recommendations made in the preceding and second preceding annual financial audit report.
- ❖ Address in the management letter any recommendations to improve financial management, accounting procedures, and internal controls.
- ❖ Address violations of provisions of contracts and grant agreements or abuse that has an effect on the financial statements that is less than material but worthy of management's attention.
- ❖ Apply financial condition assessment procedures in connection with our audit.

The following is a compliance area identified by the Auditor General where a separate opinion on compliance is reported:

- ❖ Review of the provisions of Section 218.415, Florida Statutes, regarding the investment of public funds.

Barefoot Bay Recreation District, Florida
Audit Planning 2017
Required Communications Under *Government Auditing Standards* (Cont.)

Independence Disclosure

MSL and Moore Stephens Tiller LLC have been defined as a network within an association under the *AICPA Rules of Professional Conduct*. Management has confirmed to us that it is not aware of any prohibited relationship that would impair our independence under the *AICPA Rules of Professional Conduct* between our Firm and Moore Stephens Tiller LLC and its employees. We are also not aware of any such relationships.

Recurring Significant Accounting and Reporting Issues

- ❖ Accounts Receivable
- ❖ Debt
- ❖ Capital Assets Accounting
- ❖ Information Technology (IT)

Current Year Audit Issues

- ❖ Adherence to budgetary constraints
- ❖ Implementation of new standards
- ❖ Consideration of fraud, waste, and abuse
- ❖ Information Technology security assessment
- ❖ New long-term debt issues

Accounting and Reporting Issues

New Government Accounting Standards Issued

- ❖ GASB 74 - *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*. This standard is effective for fiscal year end September 30, 2017. This standard replaces Statements No. 43 and 57 and the scope of this standard includes OPEB plans, both defined benefit and defined contribution plans, administered through trusts. This standard is not expected to have an effect on the District's financial statements because the District does not have an OPEB plan administered through a trust.

Barefoot Bay Recreation District, Florida
Audit Planning 2017
Required Communications Under *Government Auditing Standards* (Cont.)

Accounting and Reporting Issues (Cont.)

New Government Accounting Standards Issued (Cont.)

- ❖ *GASB 75 - Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.* This standard will become effective for fiscal year end September 30, 2018. This standard replaces the requirements of Statements No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, as amended, and No. 57, *OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans*. Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, establishes new accounting and financial reporting requirements for OPEB plans. This standard will affect accounting and financial reporting by state and local governments for OPEB by requiring the immediate recognition of the entire net OPEB liability and a more comprehensive measurement of OPEB expense. Management is aware of this standard and intends to properly evaluate the impact and ensure that any accounting and reporting impact is properly addressed in the year the standard is anticipated to be implemented, which is fiscal year end September 30, 2018.

- ❖ *GASB 77 - Tax Abatement Disclosures.* This standard will become effective for fiscal year end September 30, 2017. This standard sets forth requirements for financial statement disclosures on a governmental entity's tax abatement agreements. This standard is not expected to have a significant impact on the District's financial statements.

- ❖ *GASB 78 - Pensions Provided through Certain Multiple-Employer Defined Benefit Pension Plans.* This standard will become effective for fiscal year end September 30, 2017. This standard amends the scope and applicability of Statement 68 to exclude pensions provided to employees of state or local governmental employers through a cost-sharing multiple-employer defined benefit pension plan that (1) is not a state or local governmental pension plan, (2) is used to provide defined benefit pensions both to employees of state or local governmental employers and to employees of employers that are not state or local governmental employers, and (3) has no predominant state or local governmental employer (either individually or collectively with other state or local governmental employers that provide pensions through the pension plan). This standard will not impact the District's financial statements.

- ❖ *GASB 79 - Certain External Investment Pools and Pool Participants.* This standard will become effective for fiscal year end September 30, 2017. This standard addresses accounting and financial reporting for certain external investment pools and pool participants. Specifically, it establishes criteria for an external investment pool to qualify for making the election to measure all of its investments at amortized cost for financial reporting purposes. This standard is not expected to materially impact the District's financial statements.

Barefoot Bay Recreation District, Florida
Audit Planning 2017
Required Communications Under *Government Auditing Standards* (Cont.)

Accounting and Reporting Issues (Cont.)

New Government Accounting Standards Issued (Cont.)

- ❖ GASB 80 - *Blending Requirements for Certain Component Units*. This standard will become effective for fiscal year end September 30, 2017. This standard improves financial reporting by clarifying the financial statement presentation requirements for certain component units. This Statement amends the blending requirements established in paragraph 53 of Statement No. 14, *The Financial Reporting Entity*, as amended. This standard is not expected to impact the District's financial statements.
- ❖ GASB 81 - *Irrevocable Split-Interest Agreements*. This standard will become effective for fiscal year end September 30, 2018. This standard improves accounting and financial reporting for irrevocable split-interest agreements by providing recognition and measurement guidance for situations in which a government is a beneficiary of the agreement. This standard will not impact the District's financial statements.
- ❖ GASB 82 - *Pension Issues*. This standard will become effective for fiscal year end September 30, 2018. This standard addresses certain issues that have been raised with respect to Statements No. 67, *Financial Reporting for Pension Plans*, No. 68, *Accounting and Financial Reporting for Pensions*, and No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68*, and Amendments to Certain Provisions of GASB Statements 67 and 68. Specifically, this standard addresses issues regarding (1) the presentation of payroll-related measures in required supplementary information, (2) the selection of assumptions and the treatment of deviations from the guidance in an Actuarial Standard of Practice for financial reporting purposes, and (3) the classification of payments made by employers to satisfy employee (plan member) contribution requirements. This standard will not impact the District's financial statements.
- ❖ GASB 83 - *Certain Asset Retirement Obligations*. This standard will become effective for fiscal year end September 30, 2019. This standard addresses accounting and financial reporting for certain asset retirement obligations (AROs). An ARO is a legally enforceable liability associated with the retirement of a tangible capital asset. This standard also establishes criteria for determining the timing and pattern of recognition of a liability and corresponding deferred outflow of resources for AROs. This standard is not expected to impact the District's financial statements.
- ❖ GASB 84 - *Fiduciary Activities*. This standard will become effective for fiscal year end September 30, 2020. This standard establishes criteria for identifying fiduciary activities of state and local governments. The focus of the criteria generally is on (1) whether the government is controlling the assets of the fiduciary activity, and (2) the beneficiaries with whom a fiduciary relationship exists. An activity meeting the criteria should be reported in a fiduciary fund in the basic financial statements. This standard is not expected to impact the District's financial statements.

Barefoot Bay Recreation District, Florida
Audit Planning 2017
Required Communications Under *Government Auditing Standards* (Cont.)

Accounting and Reporting Issues (Cont.)

New Government Accounting Standards Issued (Cont.)

- ❖ *GASB 85 - Omnibus 2017.* This standard will become effective for fiscal year end September 30, 2018. This standard addresses practice issues that have been identified during implementation and application of certain GASB Statements. This standard addresses a variety of topics, including issues related to blending component units, goodwill, fair value measurement and application, and OPEB. This standard is not expected to materially impact the District's financial statements.

- ❖ *GASB 86 - Certain Debt Extinguishments.* This standard will become effective for fiscal year end September 30, 2018. This standard provides guidance for in-substance defeasance transactions in which cash and other monetary assets acquired with only existing resources are placed in an irrevocable trust for the sole purpose of extinguishing debt. This standard also requires that prepaid insurance related to extinguished debt be included in the net carrying amount of that debt for the purpose of calculating the difference between the reacquisition price and the net carrying amount of the debt. This standard is not expected to materially impact the District's financial statements.

- ❖ *GASB 87 - Leases.* This standard will become effective for fiscal year end September 30, 2021. This standard changes the accounting and financial reporting for leases by governments by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases. This standard establishes a single model for lease accounting based on the principle that leases are financings of the right to use an underlying asset. Under this standard, a lessee government is required to recognize a lease liability and an intangible right-to-use asset and a lessor government is required to recognize a lease receivable and a deferred inflow of resources. Management is aware of this standard and intends to properly evaluate the impact and ensure that any accounting and reporting impact is properly addressed in the year the standard is required to be implemented.

Barefoot Bay Recreation District, Florida
Audit Planning 2017
Required Communications Under *Government Auditing Standards (Cont.)*

New Auditing Standards Issued

- *Statement on Auditing Standards (“SAS”) SAS 130 – An Audit of Internal Control over Financial Reporting That is Integrated with an Audit of Financial Statements.*
- *Statement on Auditing Standards (“SAS”) SAS 131 – Amendment to Statement on Auditing Standards No. 122, Section 700, Forming an Opinion and Reporting on Financial Statements.*

We do not expect these standards to place any additional accounting or reporting burden on the District’s management or staff.

Audit Schedule

The schedule below has been approved by management:

Year-end fieldwork	December 2017
Review of Financial Statements	January 2018
Presentation to Board of District Commissioners	February 2018
Submission to state	March 31, 2018

Board of Trustees Workshop Agenda Memo

Date: October 13, 2017

Title: Employee Incentives Discussion

Section & Item: 9M

Department: Finance

Fiscal Impact: TBD

Contact: Frank Cavaliere, Trustee or John W. Coffey, Community Manager

Attachments: N/A

Reviewed by
General Counsel: N/A

Approved by:



Requested Action by BOT

Direction to staff.

Background and Summary Information

Trustee Cavaliere requested this topic be placed on the agenda for discussion.

Board of Trustees Meeting Agenda Memo

Date: October 13, 2017

Title: **Award of Bid of Cart Barn Roof Repair**

Section & Item: 9N

Department: Golf-Pro Shop

Fiscal Impact: \$11,440.00

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

Attachments: Quotes from Barefoot Services, Inc. and Endeavor Construction

Reviewed by
General Counsel: N/A

Approved by:



Requested Action by BOT

Award of bid for cart barn roof repair.

Background and Summary Information

The golf course cart barn roof was damaged during Hurricane Irma. The roof provides protection to carts, lighting, electrical components, and staff while cleaning carts under inclement weather. Staff solicited quotes from multiple vendors and received the following:

- Barefoot Services, Inc. quote: \$11,440.00
- Endeavor Construction quote: \$11,600.00

Of note, Barefoot Services, Inc. is the vendor currently contracted with BBRD for the construction of a pump house building at the Golf Course.

There is sufficient monies to cover the expense in the Golf-Pro Shop FY18 R&M budget. It is undetermined at this point whether BBRD's insurance or FEMA will reimburse BBRD for some or all of the expense.

Staff recommends the BOT award contract for golf cart barn repairs to Barefoot Services, Inc. in the amount of \$11,440.00.



Barefoot Services, Inc.

State Certified [redacted] • SCC131149832

P.O. Box 195, Grant, FL 32949

(772) 633-1772

Date 9-28-17

Customer Name Barefoot Bay Recreation District

Address 625 Barefoot Blvd.

City, State, Zip _____

Phone _____

Description	Price	
1. Replace storm damaged section of golf cart storage building per approved engineered specs		
2. Roof will be 3" composite panels with two 4' overhead fluorescent lights		
4. [redacted] will include 4 cart charging stations		
5. Warranty will be 15 years Material and 15 years workmanship		

PAYMENT DETAILS

• Deposit _____

• Balance Due Upon Completion _____

Sub-Total	
Sales Tax	
Total	11,440 ⁰⁰

Thank You

PROPOSAL



ENDEAVOR CONSTRUCTION INC.

4455 Micco Road, Micco, FL 32976
 Commercial & Residential Builders
 State Certified #CBC 1251585

Office: (772) 571-5113 Fax: (772) 571-5114
 Troy: (772) 473-7213 Steve: (772) 473-7212

PROPOSAL NO.	1957
SHEET NO.	
DATE	10-06-17

PROPOSAL SUBMITTED TO:

NAME	Barefoot Recreation District
ADDRESS	625 Bareford BLVD Barefoot Bay, FL 32976
PHONE NO.	

WORK TO BE PERFORMED AT:

ADDRESS	SAME
DATE OF PLANS	
ARCHITECT	

We hereby propose to furnish the materials and perform the labor necessary for the completion of _____

REPLACE STORM DAMAGED SECTION OF GOLF CART COVERED BUILDING

SPECS PER APPROVED ENGINEERING

STRUCTURAL POSTS & STRUCTURAL S.M.B.

3" STRUCTURAL ROOF INCLUDED

ELECTRIC 2 FLOOREENT

ALSO INCLUDED IS 4 CART CHARGING STATIONS

REMOVE CONSTRUCTION DEBRIS FROM

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of _____

Eleven Thousand Six Hundred

Dollars (\$ 11,600)

with payments to be made as follows.

Respectfully submitted

ENDEAVOR CONSTRUCTION

Per

Steve Douglas

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. 1 1/2% per month on unpaid balance. We agree to go to arbitration in the event of any and all disputes.

Note -- This proposal may be withdrawn

by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date _____

Signature _____

Board of Trustees Meeting Agenda Memo

Date: Oct 13, 2017
Title: Softball Field Fence Replacement
Section & Item: 90
Department: R&M/Capital
Fiscal Impact: Maximum of \$14,250.00
Contact: Matt Goetz, Property Services Manager
or John W. Coffey, Community Manager
Attachments: Quote from AAA Quality Fences, LLC



Reviewed by
General Counsel: N/A
Approved by:

Requested Action by BOT

Award of bid for softball field fence replacement.

Background and Summary Information

The softball field outfield fence was damaged during Hurricane Irma. Staff solicited quotes from 17 vendors and received one by the deadline for this agenda. Two other vendors have communicated to staff they are working on quotes to submit:

- AAA Quality Fence, LLC \$14,250.00

There is sufficient monies to cover the expense FY18 R&M/Capital Contingency line-item budget. It is undetermined at this point whether BBRD's insurance or FEMA will reimburse BBRD for some or all of the expense

Staff is hopeful one or more additional quotes will be received prior to the BOT meeting. The BOT has the following options (all options include instructing staff to transfer the necessary budget from R&M/Capital Department Contingency to a newly created project budget):

1. Award contract to the lowest responsible vendor, assuming additional quotes are received.
2. Award of contract to AAA Quality Fence's proposal if it is the only quote available on the 13th. This would require waiving the second quote requirement of the Policy Manual.
3. If additional quotes are not received by the 13th, continuing this agenda item to the next meeting.
4. If no additional quotes are received by the 13th, instruct staff to wait for a second quote and authorize the Community Manager to administratively award contract not exceed \$14,250.00.

Staff recommends the BOT exercise either option #1 or #2.

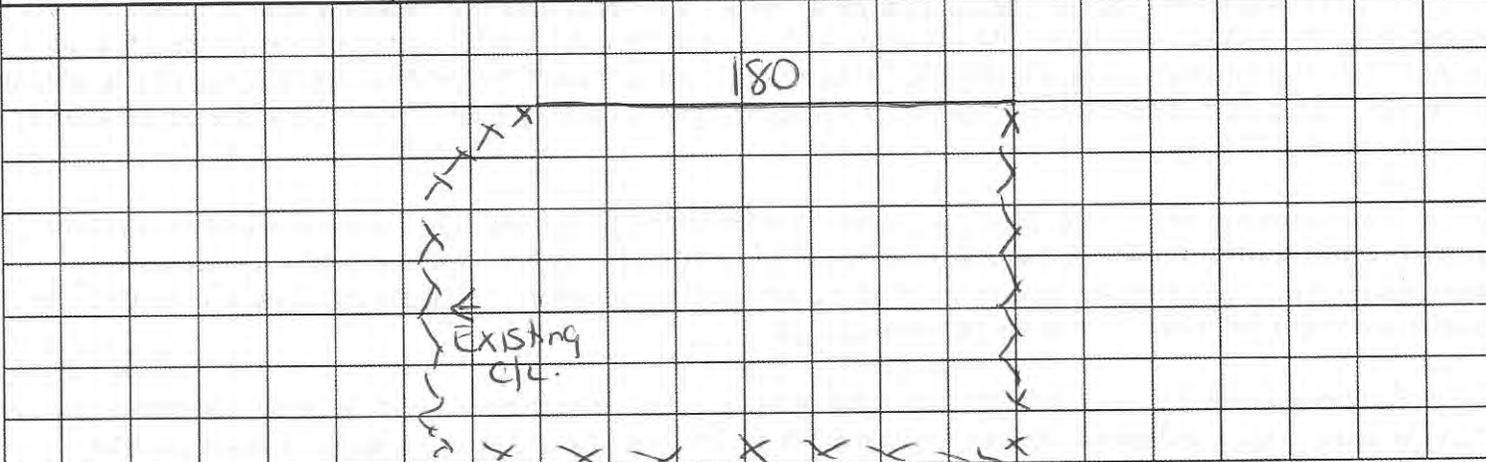


Quality Fence LLC

P.O. Box 3036
 COCOA, FL 32924
 NORTH: 321-926-8181
 CENTRAL: 321-458-9191
 SOUTH: 321-541-8181
 EMAIL:
 aaaqualityfence@gmail.com
 License # 09-FE-CT-00114
 "Quality is our Speciality"

CONTRACT-This offer guaranteed for 30 Days

Contact	Matt - Property Mngr.	Date	10/4/17
Phone# - Contact	772.664.3141	Sales Rep	Barbara
Phone# - Job Site		Email	
Buyer:	Barefoot Bay Recreation		
Address:			
City, State Zip:			
Job Site Address:	1127 Wren Circle, Micco, FL		
Billing Address:			



Special Instructions: Remove/Replace 180 LF of 24' high baseball galvanized chainlink fence and mesh. All post 4" x SPS40.

INSTALL - LEVEL <input checked="" type="radio"/> Straight Top <input type="radio"/> Countour <input type="radio"/> Stepped	Core Drill - # Holes Privacy Slats Color Type	Y N Y N <input checked="" type="radio"/> Y <input type="radio"/> N	Barb Wire? <input type="radio"/> Y <input checked="" type="radio"/> N Bottom Tension Wire? <input checked="" type="radio"/> Y <input type="radio"/> N	GATES	SNG	DBL	SLIDE	CANT
				Quantity				
				W x H				
WOOD(LF)	C/L(LF)	180	VINYL(LF)	ALUMINUM/ FIELD FENCE				
STYLE	HT	COLOR Galv.	HT 12'	STYLE	HT	LF	HT	
PICKETS		GAUGE Comm. baseball	COLOR	COLOR				
	CO.	CUST.	SIZE	GAUGE	SIZE	SPACING	SIZE	SPACING
REMOVE FENCE			LINE POSTS	4" SPS40	LINE POSTS		LINES	
CLEAR LINE			RAILS	15/8 Sch40	PICKETS		RAILS	
TRENCH			TERMINALS	4" SPS40	RAILS		PICKETS	
HAULAWAY			<input checked="" type="radio"/> K/K	K/T	T/K	T/T	CAPS:	GAUGE:

By execution of this document, Buyer acknowledges that he/she has read and understands the terms and conditions set forth on the reverse and front side hereof and within any attachments. Seller shall not be responsible for and Buyer should hold harmless AAA Quality Fence LLC from any and all damages or liabilities resulting from any cut or damaged lines including, but not limited to gas, water, sprinkler, electric, telephone, fiber optics, cable, etc. Buyer shall comply with all applicable statutes and codes relating to the location of utility lines.

Building Permit - Customer: _____ Company: _____	Buyers Signature: _____
Lump Sum Total: 14250.00	Buyers Name (Print): _____
Less Deposit: 7125.00	Sales Rep's Name: _____
Balance Due (Upon Completion): 7125.00	Sales Rep's Name (Print): Barbara Bonilla
Date: _____	Sales Rep's Cell#: 321.427.0062

****Leave fence signs intact for Warranty to be in effect**** The provisions on the reverse side of this contract are made part of this contract.

TERMS OF CONDITIONS OF CONTRACT

1. Customer represents that they hold legal title to the subject real property or are authorized to act as an agent for the true owner. Customer agrees to pay AAA Quality Fence LLC (the "Company") the balance of the purchase price immediately upon completion of installation of the fence. A finance charge in the amount of 1.5% of the purchase price will be added to any invoice fifteen (15) days past due. Every 30 days thereafter, and additional 1.5% will be added to the final invoice.
2. If full payment is not received, the Company may remove the said property and materials from the Customer's property with this written permission. The Company further retains the right to hold Customer liable for the full-unpaid balance. Should legal action become necessary, Customer shall be held liable for court costs, attorney fee, plus interest on the unpaid balance from the due date until payment is received by the Company at the highest rate of interest allowed by law in the State of Florida.
3. Customer agrees to locate property pins, stake terminals and property lines. The Company will assist customer, upon request, in determining where the fence is to be erected, but under no circumstances will the Company assume responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located, it is recommended that the customer have the property surveyed.
4. Customer agrees that two (2) feet on both sides of the proposed fence lines will be clear of any and all obstructions, including trees, bushes, and debris. In the event that the fence line is not cleared upon our arrival, Customer will be charged a trip fee of \$350.00 and the job will then be rescheduled for a later date.
5. The contract anticipates that once the work is started, the Company will have the ability to complete the entire scope of work without any interruptions. Further, any changes made by the Customer to the layout of the proposed fence must be made prior to the installation date. If changes are made after our arrival Customer will be charged a trip charge if such changes requires and additional trip to the property for completion of the fence.
6. Customer waives all responsibility of the Company and agrees to solely be responsible for damage to sprinkler systems or other buried private utilities or underground lines whose locations have not been properly marked and agrees to indemnify the Company from any liability which it might incur pursuant to the service involved in the performance of this Contract. The Company will call Sunshine Locating Service to locate your public underground utilities.
7. We warranty our workmanship on vinyl, chain link, and aluminum fences for a period of one (1) year. Wood fences carry a 30-day workmanship warranty. Most products are warranted as per the manufacturer. Customer acknowledges that wood fence material has a tendency to shrink, warp, crack, and chip and that these features of wood are normal and accepted occurrences and are not warranted.
8. All workmanship warranties will be void in the event of a tropical storm, hurricane, fire, or Act of God.
9. Any cancellation by Customer prior to commencement of work is subject to a charge of 25% of the contract price. Cancellation of orders which are for special order materials such as special order aluminum are subject to a charge of 50% of the contract price.
10. Installation dates are approximate due to various circumstances such as weather, workload, obtaining building permits, and utility locates. AAA Quality Fence LLC will strive to install fencing in a timely manner; however, customer may not cancel this contract due to rescheduling for circumstances beyond the Company's control.
11. The price included in this proposal is firm for 30 days unless the contract is executed.

Manager's Report



Barefoot Bay Recreation District

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

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

Memo To: Board of Trustees
From: John W. Coffey, Community Manager
Date: October 13, 2017
Subject: Manager's Report

Food and Beverage

- Summer games party canceled – Originally planned for 17Sep17, the event was cancelled due to hurricane Irma. A winter games party will be planned later in FY18.
- NFL Ticket at the 19th Hole – The 19th Hole has the NFL ticket and the games are on every Sunday with happy hour pitcher prices and a special bar menu all day.
- Annual Halloween party in the Lounge – Dress up for spooky fun on Friday, 27Oct17 from 7-10:30pm. Music is by Ladies of Soul. There is a costume contest with prizes for top three best costumes and a raffle of a skull bottle full of Crystal Head Vodka.

Resident Relations

- **ARCC Updates:**
 - 03Oct17 had 22 permits reviewed and 21 were approved. One was denied.
 - The next ARCC meeting will be 17Oct17 at 9am in the BFBHOA Office.
- **Violations Committee Updates:**
 - 22Sep17 had 12 cases, 4 came into compliance and 8 were found in violation.
 - The next meeting is scheduled for 13Oct17 at 10am in Bldg. D/E at 10am. 45 cases are on the agenda.

Golf-Pro Shop

- **Special Projects**
 - ABM awarded drainage work complete: works great...now if it would only stop raining.
 - Pump house: Vendor to start soon with work to take two weeks.
 - Bunker restoration: Targeted seven bunkers completed. Two more planned this season weather permitting.

- Associate Professional recruitment – Interviews completed; contacting references and will make final decision on selected candidate the week of 09Oct17.
- Cart Barn roof repair awaiting award of contract.
- Annual Over-seed of course to be completed on 06Nov17 (back nine and practice green) and 07Nov17 (front nine and range tee).

- **Miscellaneous**

- Only 73 shopping days left before Christmas. The Pro Shop will re-open when the course re-opens. Ernie says “*Get your early Christmas shopping done at the Pro Shop.*”



Property Services

- **Routine work**

- Repaired fence behind Tamarind circle
- Fixed large washout at “Guinther Bypass” (crushed concrete pathway between Egret Bridge and the Lounge)
- Replaced broken basketball hoop
- Addressed all DOR violations

- **Special Projects**

- New Veterans’ Service Office Update – Installed carpet in the new veterans office and continued office construction.
- Irma Debris – Cleaned up storm damage from common areas and completed disposal of debris in Building A drop area.
- A/C Replacement – Installed new A/C unit in the salon/barber shop.

General

- **Impact of recent storm at the Beach**

- To paraphrase an old idiom goes, “if you do not like the beach, just wait a few weeks.” What Irma took away, the recent tropic wave returned most plus a lot of seaweed. Fortunately, the seaweed is a natural part of the beach ecosystem in Florida and once it dries out and decays, nutrients are returned to the soil enhancing the vegetation on the dunes.
- Of note, the sand dumped back on the beach did tilt the end of the walkover slightly to the west, but no structural damage was detected. Staff will go to the beach before the BOT meeting to check on the status of the walkover and sand level.



Attorney's Report

Incidental Remarks from Trustees

Adjournment