

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

**Tuesday, October 25, 2016**

**7:00 PM**

1225 Barefoot Boulevard, Building D/E



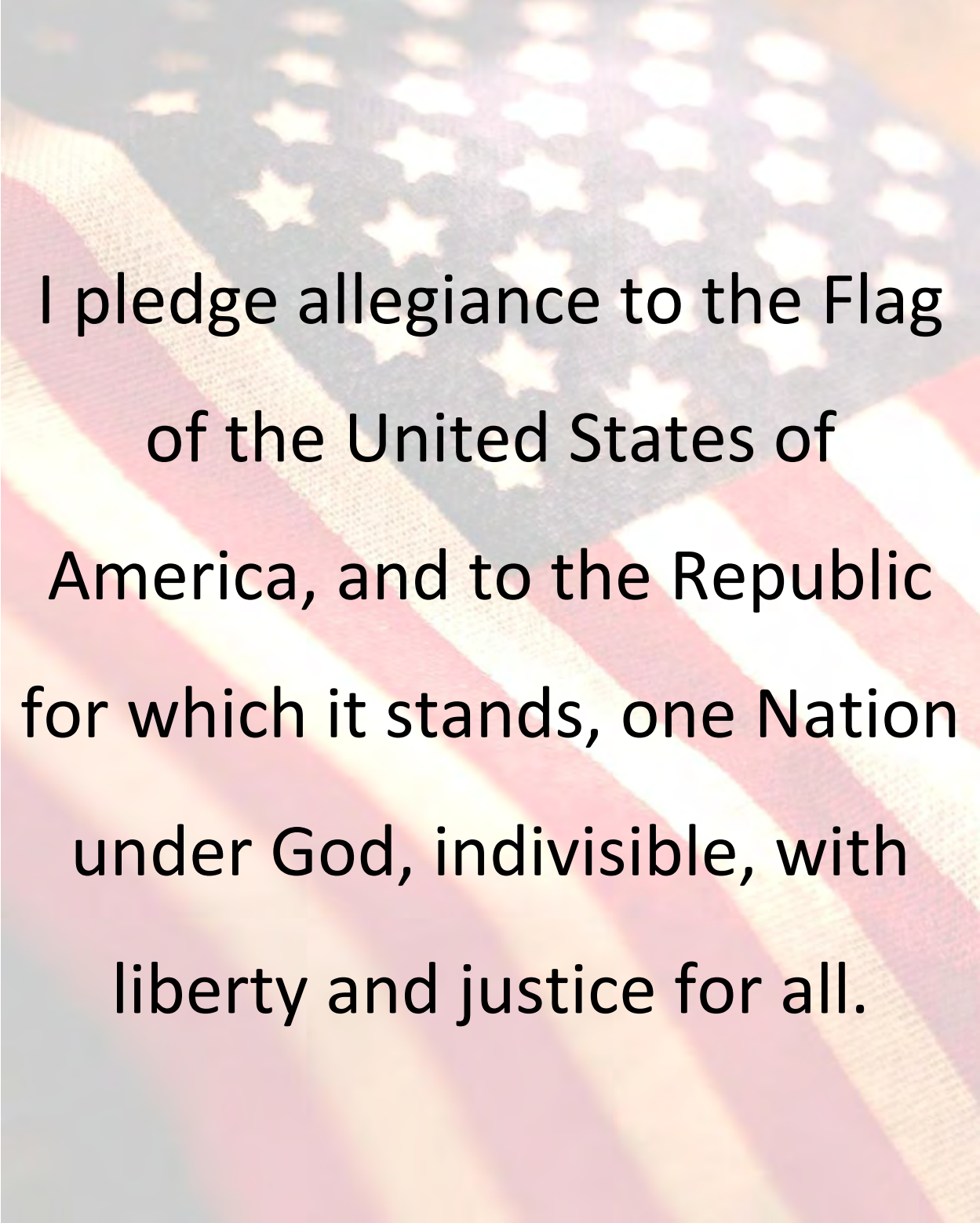
# BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting  
Tuesday, October 25, 2016 7 P.M.  
Building D&E

## AGENDA

Please turn off all cell phones

1. Thought for the Day
2. Pledge of Allegiance to the Flag
3. Roll Call
4. Presentations and Proclamations
5. Approval of Minutes
6. Treasurer's Report
7. Audience comment on Agenda Items
8. Unfinished Business
  - A. Census/Survey
9. New Business
  - A. Golf Course Fleet Cart RFP Award of Contract
  - B. FY16 Budget Amendment
  - C. BOT Rules Revision: Elimination of Trustee Departmental Liaison Function
10. Manager's Report
11. Attorney's Report
12. Committee/Liaison Reports
13. Incidental Trustee Remarks
14. Audience Participation
15. Adjournment



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

# Roll Call

## **Trustees**

Chairman - Mr. Klosky

1<sup>st</sup> Vice Chair - Ms. Wright

2<sup>nd</sup> Vice Chair - Mr. Lavier

Secretary - Mr. Diana

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 October 14, 2016 1 P.M. –Building D&E

### Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on October 14, 2016 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 1:00 P.M.

### Thought for the Day

Mr. Klosky asked for a moment of silence to honor our service personnel both past and present who have helped protect our country. He also asked that we remember our Barefoot Bay residents both past and present. Mr. Klosky commented on the 3-year anniversary for the Community Manager falling on this meeting date.

Mr. Klosky announced: "I would also like to call to your attention that we have a new record for the longest sitting Community Manager in Barefoot Bay. Please join me in congratulating John Coffey for a very successful and productive 3 years with us here in Barefoot Bay. John thank you for all you do for the residents of Barefoot Bay. Speaking on behalf of the Board I can tell you we are very grateful to have you as community manger and we hope you will stay with for many more years to come. Thanks for hanging in there!"

Mr. Klosky led the Pledge of Allegiance to the Flag.

### Roll Call

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

### Minutes

*Mr. Cavaliere made a motion to approve the minutes from September 27, 2016. Second by Mr. Lavier. Motion carried unanimously.*

### Treasurer's Report

Mr. Cavaliere presented the Treasurer's Report for October 20, 2016.

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

### Presentations

#### Best Golf Course Award

Mr. Lavier and Mr. Ernie Cruz presented Chairman Klosky and the Board with the Hometown News Reader's Choice Best Golf Course Award for the 2<sup>nd</sup> year in a row.



# BAREFOOT BAY RECREATION DISTRICT

## **Employee Milestones**

Mr. Klosky and Mr. Coffey recognized Food and Beverage employee, Sharon Petrillo for 15 years of dedication and commitment to Barefoot Bay.

## **Audience comment on Agenda Items**

None brought forward

## **Unfinished Business**

### **Advisory Committees**

In an effort to clarify the direction to advisory committees given at the last meeting, Mr. Cavaliere gave an example to the Board of how the trustees can give guidance to the committees. He stated that in the case of the Finance Committee, the Board can advise them to continue researching alternatives banking options for Barefoot Bay. Additionally, now that their Chairperson has stepped down, the Board can give direction that the remaining members choose a new chair from the remaining committee members at their next meeting and seek to fill the alternate seat. Ms. Wright stated that the current committee members are extremely qualified and experienced they are doing a great job on the committees. Mr. Lavier reiterated that the committees were formed as fact-finding boards. They should research topics based on the Board's direction, not find their own topics to research and submit to the Board.

*Mr. Cavaliere made a motion that liaisons will give a report regarding what their committees are working on. Additionally if a committee has a topic for the agenda, the committee liaison will obtain Board approval prior to placing the items on the agenda. Second by Mr. Lavier. Motion carried unanimously.*

Ms. Wright inquired if the committees' rules needs to change. Mr. Coffey clarified that the Rules for Trustees need not change unless the Board wants to add a definitive line regarding the liaisons bringing the information back to the Board. General Counsel stated that if desired, the line stating the Board has the authorization to approve all work projects and initiatives could be added. Mr. Cavaliere was not in favor of changing the BOT rules until we see if there are any issues that arise.

### **Resignation from Finance Advisory Committee**

On, September 8, 2016 Mr. William Sherwood submitted a resignation letter from his role as Chairman of the Finance Advisory Committee to the Finance Committee Liaison Frank Cavaliere.

*Mr. Cavalier made a motion to accept Mr. Sherwood's resignation from the Finance Committee. Second by Mr. Lavier. Motion carried unanimously.*

### **DOR and Charter Review Resignation and Appointment**

On, September 21, 2016 Ms. Carole Kennedy submitted her resignation from her 2-year term on the DOR and Charter Review Committee to the District Clerk's office.

*Mr. Lavier made a motion to accept Ms. Kennedy's resignation from the Finance Committee. Second by Ms. Wright. Motion carried unanimously.*

Ms. Wright made a motion to accept Ms. Wilma Weglein to the remaining time left of the 2 year term on the DOR and Charter Review Committee. Motion died for lack of second.



# BAREFOOT BAY RECREATION DISTRICT

Ms. Wright made a motion to accept Ms. Louise Crouse to the DOR and Charter Review Committee alternate position. Motion died for lack of second.

*Mr. Cavaliere made a motion to accept Ms. Louise Crouse to the DOR and Charter Review Committee. Second by Mr. Lavier. Mr. Klosky opposed. Motion carried 3-1*

## **Manager's Report**

Mr. Coffey thanked the Board for acknowledging his anniversary and stated that it has been a pleasure to serve the Board and the residents of Barefoot Bay.

The vendor selected for the Shuffleboard Resurfacing Project notified staff of their anticipated delay in commencing work till mid-November. Staff will install improved drainage once storm prep demobilization and/or recovery work is completed. Barefoot Bay's engineering firm will email the final draft of the stormwater contract for the final amendments on Wednesday. The last 50% reimbursement check of FY16 from BBRD insurance company safety program was received this week for repair of the stairs on the golf course in the amount of \$625.07 for a total of \$3072.12 in reimbursements for FY16. The approved site plan application was received yesterday. After the court case for Building F is decided we can move forward with putting out an RFP for contractors. Due to Hurricane Matthew this agenda was rushed and additional agenda items will be placed on the October 25<sup>th</sup> agenda. A revised quote for the safety netting on the golf course will be received within the next week. The BBRD beach walkover has a large last step now due to beach erosion from Hurricane Matthew. BBRD design engineer was contacted regarding the best way to address the damage as any construction in the vicinity of the dunes is highly regulated. Mr. Coffey stated that staff discussed the procedures currently in the emergency management plan that need to be updated. He will have the revised plan to the Board by January for approval. He thanked all staff who helped prepare for Hurricane Matthew.

## **Attorneys Report**

General Counsel congratulated Mr. Coffey on reaching his 3 year milestone today. He thanked John for making his job easier by providing information as needed and always being available. He stated that Barefoot Bay is lucky to have him as their Administrator.

Motion for summary Judgement has been filed the case will be heard on October 31st at 1:15PM in front of Judge Maxwell.

General Counsel discussed the conversation with Ms. Myers and Lt. Bert Gamin regarding common area designation. Per Lt. Gamin there is nothing more that Barefoot Bay has to do regarding enforcing regulations for sexual offenders. The Sheriff's office will enforce the law as it pertains to the County ordinance. He stated that he could still place clarification in the Policy Manual on the next agenda item if the Board does not object.

## **Trustee Liaison Report**

Mr. Klosky provided the ARCC and Violation report.



# BAREFOOT BAY RECREATION DISTRICT

The ARCC Committee met on October 4<sup>th</sup>.

- 27 applications were reviewed and approved.
- 6 of the applications were for new homes.

The next meeting of the ARCC Committee is on Tuesday, October 18th at 9 AM in the Lounge. The regularly scheduled Violations Committee meeting scheduled for this morning was cancelled. DOR staff has been patrolling the community to document hurricane damage and notify owners. The next scheduled Violations meeting will be Friday, October 28 at 10 AM in Building D&E.

Mr. Cavaliere shared the Finance Manager's appreciation for Mr. Ernie Cruz and Property Services for their help in relocating and storing the Finance documents before the hurricane. The next Finance Meeting will meet on Thursday, November 3, at 1:30-4:30PM. The committee will hear presentations from two banks, Oculina and Wells Fargo. The public is welcome to attend.

Mr. Lavier reported on the Golf Phase 1 bunker project is now complete and works great. Seven trees were removed due to damages from the hurricane. He shared his appreciation for the ABM crew who got the course ready for play within two days of Hurricane Matthew. Thanks to Ernie Cruz and staff for helping make Barefoot Bay Golf Course the Hometown News Reader's Choice Best Golf Course for the 2<sup>nd</sup> year in a row. Property Services reported they put up all the District hurricane shutters, took down screens on the tennis courts and pool, picked up all loose furniture and trash cans, prepared all generators, stocked all supplies and moved all the Administrative files from building F to secure storage. Additionally, they took down all the shutters, cleaned all debris from the roadways and parking lots, repaired all damaged lights and soffit, removed damaged shuffle board light towers and damaged well point at the golf maintenance facility, helped trim trees and refinished 2 benches in front of building A. He also thanked the emergency management team, John Coffey, Dawn Myers, Matt Goetz, Pat Diamond and Dany Gilbert for staying here in Building D/E through the storm so they could be here immediately after to assess the damages.

Ms. Wright stated that the DOR and Charter review committee should have the recommended changes to General Counsel by the end of next week. The committee has asked the HOA to hold an informational meeting for residents and are looking into scheduling a workshop to discuss the amendments. She reported for Food and Beverage. Capital equipment has been ordered including a replacement sandwich station and new under bar bottle cooler for the 19th Hole and a replacement 2 keg draught system for Building A. They are in the process of ordering replacement furniture and bar stools for the Lounge and 19th Hole. Quotes are also in the process to replace the awning in front of the Lounge poolside. Flooring has been purchased for the 19th Hole and we are scheduling installation. The 19th Hole will be closed for installation and residents will be alerted of the date in advance. The Recreation Committee will meet on Thursday, October 20th to discuss a proposed soccer field and playground on other side of Micco.



# BAREFOOT BAY RECREATION DISTRICT

Ms. Wilma Waglein gave a report on her recent HOA meeting. Speakers from the County were on hand to speak about the current state of the Indian River Lagoon. Trunk or Treat will be on October 31<sup>st</sup> in the Building A parking lot from 4-7PM. The HOA National Candidate Forum is this Sunday, October 16<sup>th</sup> from 2-5PM in Building A. the HOA is hosting A Back to Country Western Dance in Building A from 6-10PM on October 22<sup>nd</sup>. Bar opens at 6PM. Mary and Joe DJs a Chuckwagon buffet \$10 per ticket.

## **Incidental Trustee Remarks**

Mr. Klosky gave a speech in recognition and gratitude for all those who helped with the preparation and cleanup after the hurricane:

I would like to say thank you to all our staff who helped to prepare for Hurricane Matthew.

Property Services worked from Tuesday morning until the storm passed. On behalf of the Board and the homeowners of Barefoot Bay, I would like to extend my sincerest gratitude to Property Services Manager, Matt Goetz and Crew Lead, Pat Diamond and their crew of nine people for quickly securing all the buildings and businesses in plenty of time before the hurricane. Property Services also monitored and cleaned up after the Storm.

I would also like to thank John Coffey, Dawn Myers, Matt Goetz, Pat Diamond and Dany Gilbert for staying through the night in Building D&E in an effort to be ready to check the Bay for damages as soon as the storm was over. Emergency staff was quick to clear the roads before the County arrived immediately after the storm.

Thank you to Brian and Denise Lavier for their diligence the following day after the hurricane with the clean-up efforts, contacting residents by phone and checking on homes.

And our deepest gratitude to those employees and volunteers who assisted in the massive clean-up efforts the next day throughout the District properties. That community spirit is what makes our Bay so unique and valuable.

I would also like to let the residents know, that though I too evacuated as mandated by Brevard County Emergency Management, I was in constant communication with Mr. Coffey the night of the storm and the next day. I was in contact with residents I knew may not want to leave urging them to evacuate. I did not want anyone hurt. After the storm passed, I asked Denise Lavier to assist me by checking on homes and residents to ensure they were safe. I thank her for assisting me with that.

But overall I wanted to share my appreciation and God Bless and protect Barefoot Bay and the residents.

Mr. Lavier addressed communication received from Mr. Bob Kahl regarding the status of the entrance wall boat. He informed Mr. Kahl that Mr. Gary Gresko will be working on the boat and to please be patient with the work in progress.

Mr. Cavaliere commented on those who helped after the hurricane. He addressed his critics stating that a permit or license is not needed to cover holes on a roof with a tarp or tie down carports for those who are still up north and unable to asses and repair damages and he will always help his neighbors in need. He warned residents not to sign anything or give any money to vendors seeking work without a permit.



# BAREFOOT BAY RECREATION DISTRICT

Ms. Wright added that the HOA working with Resident Relations have come up with a “safe list” of vendors that can be trusted. She warned the residents and agreed that we have to be aware as there are unscrupulous people in the world.

Update\* Due to a personal incident, Mr. Diana was not able to attend the meeting but after the fact has asked to share Mr. Coffey’s report on those individual that helped out after the storm. He would like to acknowledge those individuals here.

## Quick Response Unit (overnight during storm)

John W. Coffey

Dawn Myers

Matt Goetz

Pat Diamond

Dany Gilbert

## Saturday All Hands Cleanup

John W. Coffey	Administration
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Julie MacKenzie	Finance
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Leon Housley	Finance
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Kathy Mendes	F&B
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Ann Marie Willis	F&B
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Chris Naylor	F&B
--------------	-----

Cindy Happy	F&B
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Claudia Lorosi	F&B
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Cristine Palmisano	F&B
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Denise Lavier	F&B
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Dianna Cross	F&B
--------------	-----

Ginny Evans	F&B
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Judy Dufault	F&B
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Lynette Tummolo	F&B
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Mark Roberts	F&B
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Megan Russel	F&B
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Nick Shorts	F&B
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Phil Wheeler	F&B
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RJ Sawicki	F&B
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Sharon Petrillo	F&B
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Rodger Schwatlow	Golf
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Debbie Ferguson	Golf
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Sandy Lobello	Golf
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Beth Gillette	Golf
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Cookie Shaw	Golf
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Clell Crawford	Golf
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# BAREFOOT BAY RECREATION DISTRICT

Bob Reynolds	Golf
Bob King	PS
Charles Johnson	PS
Charles Kelly	PS
Cindy Martin	PS
Dany Gilbert	PS
Dottie Cole	PS
George Grover	PS
Greg Cullerton	PS
Jan Hanify	PS
Leslie Kadlec	PS
Marty Sills	PS
Matt Goetz	PS
Mike Nowicki	PS
Nick Shorts	PS
Pat Diamond	PS
Rebecca Barnes	PS
Richard Kwolek	PS
Rick Rybinsky	PS
Steve Dufresne	PS
Steve Ledoux	PS
Angie Keeler	R&R
Sue Cuddie	R&R
Sally Ann Biondolillo	R&R
Rich Armington	R&R
Stephane Fecteau	R&R
Tom O'Donnell	R&R
Tim Hannify	Volunteer
Brian Lavier	Volunteer
Richard Healy	Volunteer
Betty Healy	Volunteer
Elizabeth Lawrence	Volunteer

## **Audience Participation**

None brought forward

## **Adjournment**

The next meeting will be on October 25, 2016 at 7PM in Building D/E.

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

Meeting adjourned 2:11PM.





# BAREFOOT BAY RECREATION DISTRICT

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Steve Diana, Secretary

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Dawn Myers, District Clerk

# Treasurer's Report

# Barefoot Bay Recreation District

## Treasurer's Report

October 25, 2016

### Cash Balances in General Fund

as of 10/17/2016

#### *Bank of America:*

Operating Account	\$	986,320.82
Money Market Account	\$	105,610.70
<b>Total Cash Balances @BOA in General Fund:</b>	<b>\$</b>	<b>1,091,931.52</b>

#### *SBA:*

as of 10/17/2016

Capital Improvement Account	\$	128,925.89
Reserve Account	\$	551,211.50
<b>Total Cash Balances @SBA in General Fund:</b>	<b>\$</b>	<b>680,137.39</b>

**Total Cash Balances in General Fund: \$ 1,772,068.91**

### Cash Balance in Debt Fund

as of 10/17/2016

#### *SBA:*

Debt Account	\$	480,305.82
<b>Total Cash Balance in Debt Fund:</b>	<b>\$</b>	<b>480,305.82</b>

\* Participant Return for SBA in September 2016 was 0.78%

**Total Cash Balances in All Funds: \$ 2,252,374.73**

### Total Cash receipts from October 1 to October 13, 2016:

Daily deposits:	\$	126,900.86
Assessments received:	\$	-
	<b>\$</b>	<b>126,900.86</b>

### Expenditures over \$5,000 from October 1 to October 13, 2016:

<u>Vendor</u>	<u>Description</u>	<u>Check Amount</u>
Employees	Employees Salaries and Wages	\$ 63,500.82
Federal and State Payroll Taxes	Employer Tax Liabilities	\$ 5,001.56
Preferred Government Insurance Trust	Work Comp 25% Down	\$ 17,732.25
Public Risk Insurance	Liquor Liability	\$ 6,825.00
Public Risk Insurance	General Liability	\$ 71,343.00
Wesco Turf	Upgrade golf course irrigation control unit	\$ 11,806.40
ABM Landscape & Turf Services	Restoration of bunkers phase 1	\$ 24,916.80
<b>Total of Expenditures over \$5,000</b>		<b>\$ 201,125.83</b>

# Audience Participation Agenda items only

# Unfinished Business

<b>Meeting Date</b>
Oct. 25, 2016



<b>Agenda</b>	
<b>Section</b>	<b>8</b>
<b>Item No</b>	<b>A</b>

Agenda Report  
*Barefoot Bay Recreation District Board of Trustees*

**Subject:** BBRD Census/Survey

**Dept/Office:** Administration: District Clerk

<b>Requested Action:</b> Direction to Staff
<p><b>Summary Explanation and Background:</b></p> <p>At the 20Sep16 BOT Workshop a general discussion was held about surveys and a possible census of BBRD residents. Trustee Cavaliere requested this topic be placed back on the agenda for discussion.</p> <p>Staff requests direction regarding this matter.</p>
<b>Exhibits Attached:</b> 20Sep16 BOT Workshop Minutes
<b>Contact:</b> Dawn Myers, District Clerk
<b>Fiscal Impact:</b> TBD
<b>Contract/Agreement Reviewed by Attorney:</b> No
<b>Community Manager's Approval:</b>



# BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Regular Meeting  
Tuesday, September 20, 2016  
10A.M. –Building D&E**

## **Called to Order**

The Barefoot Bay Recreation District held a Regular Meeting on September 20, 2016 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 1:00 P.M.

## **Pledge of Allegiance to the Flag**

## **Roll Call**

Present: Mr. Klosky, Ms. Wright, Mr. Lavier and Mr. Cavaliere. Mr. Diana was excused. Also present: John W. Coffey, Community Manager and Dawn Myers, District Clerk.

## **Baenziger Report**

The Board consensus was not to review the Baenziger Report today as the report reflects a specialized study on the operations and management of Barefoot Bay not a survey.

## **2015 BBRD/HOA Joint Survey Results**

The Board discussed the results from the joint survey in 2015. Mr. Coffey explained that he prepared the survey in collaboration with Mr. Harold Wortman, Vice President of the HOA. The surveys were placed strategically in several public locations throughout Barefoot Bay in an effort to reach a large portion of the community quickly. He explained that the results were necessary to make decisions concerning the 5 year plan and budget meetings which were quickly approaching.

Ms. Wright recommended the Board list data from the two surveys in an effort to prepare valid pertinent questions to the residents. She further explained that estimated costs should be added to each proposed upgrade so the resident is aware of the fiscal impact as well as the functional impact to the community. Mr. Cavaliere also suggested we provide more in depth information including proposed project costs in future surveys. Mr. Klosky and Mr. Cavaliere agreed that a census of the residents will provide needed direction and depth for future surveys. He stated that the idea about collecting data at badge renewal time brought forward by Ms. Mary Weller, will help create a better assessment of what the homeowners want and where to start. Mr. Lavier posed the question regarding the best way to get the information out to the residents. The Board came to a consensus that they should start with an outline of proposed upgrades in order to present the information effectively which would then be discussed at a town hall style meeting.

The Board discussed the items to include on the list:

- The Building D/E complex (includes the Pro Shop, 19<sup>th</sup> Hole, Building D/E)
  - 100% Demolition/Rebuild \$3MIL
  - Remodel \$2MIL
  - ProShop/19<sup>th</sup> Hole and Building D/E (separate buildings) \$2MIL
  - Remodel the Cart Building



# BAREFOOT BAY RECREATION DISTRICT

- Lounge
- Beach

Mr. Randy Loveland asked that the Board to consider maintaining urban and economic development and cautioned against a myopic focus (only buildings). He cautioned about sending out surveys as we are not certain who will be filling them out. He also suggested polling residents while they are renewing badges as this is a great opportunity to have face to face interaction and ask questions.

Ms. Jeanne Osborne commented on the Board taking more of an active role in making decisions by presenting their own ideas and implementing policy, rather than creating these continuous surveys for resident feedback.

Mr. Rich Schwatlow agreed with Ms. Osborne stating that the Board are the Bay's leaders and should know how to run the community. He stated that they should take a stand in terms of what they believe in and stick to it. He asked Mr. Coffey about permissible questions for the survey. Mr. Coffey cautioned against questions that could be filled out multiple times at one property address and reminded him that all documents we create are automatically public records.

Mr. Harold Wortman commented on the residents that are not able to attend the meetings. He suggested having an evening town hall meeting in addition to a daytime meeting to discuss the survey proposal since many residents work during the day. He also discussed increasing the budget for the removal of undesirable homes to \$100K approximately, as a way to protect the value of all our homes. He talked about possibly forming a real estate experienced committee which would work together to identify and remove the undesirable homes. Mr. Wortman asked Mr. Coffey if he was aware of the percentage of people who actually have badges. Mr. Cavaliere made a quick call to Ms. Cuddie and learned that approximately 90% of the residents have registered badges. He commented on his prior statement regarding increasing the budget for removal of undesirable homes. Mr. Wortman stated he wanted to clarify that he is not advocating raising assessment fees as a means to increase the budget as Mr. Cavaliere indicated earlier in the meeting. He stated that he is running as a fiscal conservative and encourages spending more efficiently and saving money when possible as an alternative to fee increases.

Mr. Klosky agreed and encouraged Mr. Cavaliere's prior comment on meeting with Ms. Weller to discuss developing the outline of questions for the town hall meeting. He also agreed with utilizing the badge renewal process to gather pertinent information. Ms. Wright stated that his suggestion was already discussed and would be addressed through the Ballot Committee. She shared her approval of utilizing Mr. Len Pellegino's CIP process to create depth to the survey questions. Mr. Cavaliere clarified that the Ballot Committee's purpose is to tabulate the results of the survey, however he would like to meet with Ms. Weller to expand on her ideas to create the survey questions. Ms. Wright stated that she hoped Mr. Loveland would be part of that collaboration. Mr. Lavier stressed the importance of developing the questions so we are ready for the town hall meeting by January of 2017.

Ms. Nancy Eisele provided an option for distribution of the survey. She stated that she was involved in a past survey in Barefoot Bay here the committee went door to door and was quite successful.





# BAREFOOT BAY RECREATION DISTRICT

Mr. Brian Belanger explained why he was in and out of the meeting as he was meeting with deputies concerning recent vandalism to the softball field. He stated that they are confident in who the young person is.

## **Audience Participation**

*Mr. Cavaliere made a motion to adjourn. Second by Mr. Diana.*

Meeting adjourned 11:15AM

# New Business

<b>Meeting Date</b>
Oct. 25, 2016



<b>Agenda</b>	
<b>Section</b>	<b>9</b>
<b>Item No</b>	<b>A</b>

Agenda Report  
*Barefoot Bay Recreation District Board of Trustees*

**Subject:** Fleet Golf Cart RFP Award of Contract

**Dept/Office:** Golf-Pro Shop

<b>Requested Action:</b> Award of Contract
<p><b>Summary Explanation and Background:</b></p> <p>Currently, BBRD leases 33 fleet golf carts from E-Z GO for use by members and customers of the Golf Course. Said lease expires on 31Dec16. Per BBRD Policy Manual requirements, staff issued an RFP for a new lease on 12Sep16 and received 3 proposals by the 11Oct16 deadline.</p> <p>The RFP evaluation committee opened the three bids and after a thorough review ranked them in the following order (with points listed in parentheses, maximum of 300):</p> <ul style="list-style-type: none"> <li>• Yamaha (275.00)</li> <li>• E-Z GO (207.00)</li> <li>• Club Car (185.75)</li> </ul> <p>BBRD requested each proposer submit two leasing options (3-years and 4-years). The top ranked Yamaha proposal contains the following leasing terms:</p> <p>\$28,116 per year for 3-years  \$24,153 per year for 4-years</p> <p>The FY17 Budget contains \$28,116 for annual fleet car leasing. Staff recommends the BOT <u>award contract of leasing of Golf Course fleet carts to Yamaha for a 4-year term at \$24,153 per month.</u></p> <p>Mr. Cruz will be at the BOT meeting to answer any questions regarding this matter.</p>
<b>Exhibits Attached:</b> RFP Submittals, RFP Evaluation Committee Meeting Minutes and Evaluation Committee Ranking Sheets
<b>Contact:</b> Ernie Cruz, Golf Operations Manager; Brian Lavier, Trustee and Golf-Pro Shop Liaison; and John W. Coffey, Community Manager
<b>Fiscal Impact:</b> \$24,153 (FY17 Budget of \$28,116)
<b>Contract/Agreement Reviewed by Attorney:</b> Yes
<b>Community Manager's Approval:</b>



# PROPOSAL

Expressly Prepared for:



Proudly Presented By:

Paul Meyer

District Sales Manager

(813) 777 - 8133

[pmeyer@ymmc.yamaha-motor.com](mailto:pmeyer@ymmc.yamaha-motor.com)



2016



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Tuesday, October 11, 2016

Dawn Myers  
Barefoot Bay Recreation District  
625 Barefoot Boulevard  
Barefoot Bay, FL 32976

Ms Myers,

On behalf of the entire team at Yamaha Golf-Car Company, I would like to express my sincerest gratitude for the opportunity to submit this proposal for a new fleet of Yamaha golf cars at Barefoot Bay Recreation District. Consistently ranked among the most beloved brands in the world, Yamaha prides itself on providing superior engineering and efficiency in its vehicles, and we believe we have a top-quality product and image that would align with that of your fine Club. We hope that Yamaha will be the easiest and best decision you ever make.

Since the launch of "The Drive" model golf car in late 2006, Yamaha has been on a steady climb to the top of the industry, gaining more than 15% market share over that span, due in large part to our:

- Industry-Leading Factory Direct Fleet Service
- Classy Body Styling & Premium Accessories
- Engineering that Emphasizes Player Comfort and Functionality
- Lowest-Maintenance Golf Car in the Industry

The combination of great products and great factory service is just one example of what sets Yamaha apart from the rest of the industry. Our goal is to look out for the best interests of your fleet and your Club, while maintaining your out-of-pocket maintenance costs and down time.

Most importantly, I want to emphasize how appreciative we are of this opportunity and how confident I am that you and your members' needs and expectations will be met and far exceeded. Yamaha is committed to earning your trust and your business, and to becoming your golf car solutions provider for years to come.

Sincerest regards,

Paul Meyer  
District Sales Manager,  
Yamaha Golf-Car Company  
(813) 777 - 8133  
pmeyer@ymmc.yamaha-motor.com



## The Yamaha Story

### OUR CARS

The best cars in the industry and the only company with four power options:

Drive<sup>2</sup> PowerTech AC Electric

Drive<sup>2</sup> DC Electric

Drive<sup>2</sup> Carbureted Gas

Industry-First Drive<sup>2</sup> QuieTech EFI

### OUR STATS

1,650 + Courses have switched to Yamaha in the past 6 years

# 1 Rated in Satisfaction, Customer Support, and Reliability \*

97% Brand Loyalty \*\*

94% Customer Retention Rate

### OUR AFFORDABLE GPS SOLUTION

Track and control your fleet.

Drive Profits. Reduce Costs.

Work Smarter.



\* Golf Car Attitudes and Perceptions Research Study Published by NGF, 2015.

\*\* Golf Car Fleet Study Published by Golf DataTech, LLC., 2015.

YGC funded the research studies conducted by NGF and Golf DataTech, LLC.



## Company Profile

Yamaha Golf-Car Company (YGC) is a for-profit subsidiary of Yamaha Motor Corporation, USA. We are an American company with nearly 100 American employees at our manufacturing facility in Newnan, GA.

For more information, please visit us on the web at:

[www.yamahagolfcar.com](http://www.yamahagolfcar.com)

### Our Team

President: Tom McDonald

Division Manager, Finance & Operations: Matt Hunt

Division Manager, Direct Sales: Kevin Norcross, PGA

Division Manager, Distributor Sales & Marketing: Tim O'Connor

Regional Sales Manager: Brooks West, PGA

District Sales Manager: Paul Meyer

Inside Sales Manager: Doug Reynolds

Factory Service Provider: Golfcarts Unlimited, Palm Shores, FL

### Headquarters & Manufacturing Plant

Yamaha Golf-Car Company

1000 GA Hwy. 34 East

Newnan, GA 30265

### Parent Corporation & In-House Leasing Division

Yamaha Motor Corporation, USA

655 Katella Avenue

Cypress, CA 90630







## Important Links

Yamaha Golf-Car Company Website:

<https://www.yamahagolfcar.com>

Yamaha Golf-Car Company Social Media Outlets:

Facebook: <https://www.facebook.com/YamahaGolfCarCompany>

Twitter: <https://twitter.com/yamahagolfcars>

YouTube [https://www.youtube.com/channel/UC3Znm5q\\_y-eavvxTM8uprQg](https://www.youtube.com/channel/UC3Znm5q_y-eavvxTM8uprQg)

Instagram: <https://instagram.com/yamahagolfcar>

Google + <https://plus.google.com/+Yamahagolfcarcompany>



Yamaha Pro-Am (RSM Classic):

<https://rsmclassic.com/hospitality-packages/pro-am-packages/>

Tellico Village Video Testimonial:

<https://vimeo.com/169796142>



## Our Partners

Affiliate Member:



Official Golf Car:



Silver Sponsor:



Member:



Title Sponsor, Pro-Am:



Section Sponsor:

Carolinas Section, PGA  
Dixie Section, PGA  
Georgia Section, PGA  
Gulf States Section, PGA  
Northern California Section, PGA  
North Florida Section, PGA  
North Texas Section, PGA  
Southern California Section, PGA  
South Florida Section, PGA  
South Texas Section, PGA  
New England Section, PGA  
Tennessee Section, PGA



## Proposed Equipment and Accessories

### 2017 Yamaha Drive<sup>2</sup> DC Electric (Fleet) Golf Car

#### Standard Vehicle Equipment

---

##### Description

Trojan T875 8-Volt Battery, Set of (6)

- Industry-leading battery configuration comes standard with OEM HydroLink single-point watering system

3.5 hp Hitachi Motor

Cradle-Smooth Rear Suspension

TruTrack II Fully-Independent, Automotive-Style Front Suspension

HybriCore Chassis

Removable Modular Body Panels

Energy-Absorbing (5) MPH Impact-Rated Bumpers

Rack-and-Pinion Steering and Drum Brakes

Enhanced Automotive-Style Dash

#### Installed Options

---

##### Description

ClimaGuard Top with Dual Rain Gutters

Dual Sand Buckets

Custom Club Logo on Front of Car

Black ClubPro Bag Protector

Clip On Information Holder

Polycarbonate Clear, Hinged Windshield

Number Decals (2 per car, #'s 1-33)

Silver Aluminum Wheel Covers

Battery Water Fill Gun

Color Choice: Glacier White or Sunstone Beige

**DRIVE<sup>2</sup>**



## Proposed Equipment and Accessories

Vehicles displayed below may be shown with installed options not promised by District Sales Manager



**DRIVE<sup>2</sup>**



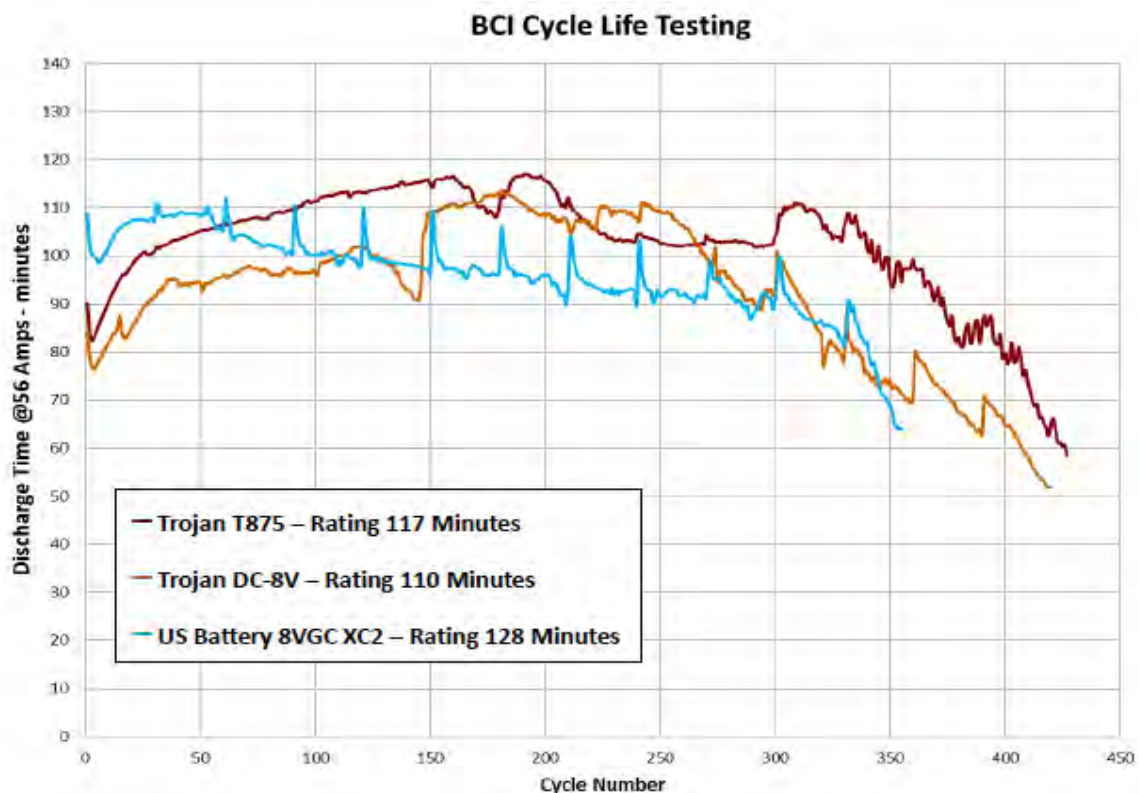
## Superior Battery Performance



Yamaha uses only the industry-best Trojan T-875 Deep Cycle 8-Volt batteries. When you are an industry leader, exaggerated competitor claims are common, but Trojan Battery Company believes that the proof is in the performance. Trojan is the only battery company that provides sustained capacity over the life of the battery and is the only company to meet their published capacity rating during independent testing. When choosing your electric fleet batteries, three important questions come to mind:

1. Will the battery perform?
2. Will the battery last?
3. Will the battery be reliable over time?

Yamaha is committed to providing you with the battery configuration that answers, “Yes” to all of these important questions. It’s simple, really - we took the best battery and put it in the best golf car.



Independent Competitive 8V Battery Laboratory Test Results  
August 2011

# **YAMATRACK**

## BACK OFFICE

- Manage your tee sheet in the clubhouse, in the cloud, or wherever you choose.
- Manage your entire operation, including the golf shop, cart barn, restaurant, and maintenance building from your favorite mobile device with our web-based system.
- **Integrated leasing with Yamaha's in-house financing**, enabling a seamless transaction.
- Built-in point of sale system allows you to manage your **customer's information and inventory easily**.

## CAR CONTROL

- Set geo-fence zones to control speed and car location on the golf course.
- Use the shutdown feature to prevent losses by day, and the lockdown feature for better security overnight.
- Monitor amp hours and car battery conditions automatically to improve fleet rotation and maximize battery life.
- Monitor pace of play to assist with scheduling rounds and optimize marshal activity.
- Use the car tracking feature to show car location history.

## PLAYER APP

If you have a Yamaha fleet, then we've already built your mobile app for you.

Activating the app for your course is easy and convenient, and the mobile-based software allows your players to navigate their round no matter where they are on the course or in the game. The YamaTrack Player App assures player support is just around the corner, so they can spend more energy on their game.

**Customize your golf course's** mobile player app with your unique club logo.

Accurate course diagrams and the GPS Precise Distance to Pin feature enables players to gauge their shots for more holes-in-one than ever before.

Food and beverage ordering from the course means a satisfying meal or refreshing beverage is never far away.



## AFFORDABILITY

Offered at the low price of \$28.00 per car per month





## Limited 4-Year Warranty for Drive<sup>2</sup> Golf Car

Yamaha Golf-Car Company hereby warrants that any new Yamaha DRIVE<sup>2</sup> Gas or DRIVE<sup>2</sup> Electric golf car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States will be free from defects in material and workmanship for FOUR years from date of purchase, subject to the stated limitations. DURING THE PERIOD OF WARRANTY, any authorized Yamaha golf car service technician, dealer, or distributor will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

Common Parts		Electric Car (DC or AC motor) Specific	
Frame	Limited Lifetime to Original Owner	Battery - Trojan ' T875 ' <u>with</u> HydroLink Watering System	4 Years or 25,000 amp-hours whichever comes first <small>*Detailed condition on the next page</small>
Transaxle	4 Years	Electric Motor	4 Years
Pedals	3 Years	Motor Controller / Charger	4 Years
Brakes (excluding shoes / pads)	4 Years	Charger Cord	4 Years
Electrical wires, switches, and relays	3 Years	Charger Receptacle	4 Years
Suspension / Steering components	4 Years	Throttle Position Sensor	2 Years
Seats	2 Years	<b>GAS Car (Quietech and Carb) specific</b>	
Sun Top	4 Years	Exhaust / Intake / Generator	4 Years
Bumpers / Body Parts	3 Years	Gas Engine	4 Years
Floor Mats	2 Years	Throttle Cables / Controls	3 Years
Scorecard Holders	2 Years	Battery	1 Years
Bag Carrier	3 Years	Clutch (excluding drive belt)	4 Years
<b>Common Accessories</b>			
Windshield	3 Years		
Sand Bottle / Sand Bottle / Cooler	3 Years		
Information Holder / Bag Cover	3 Years	All Remaining Parts	1 Years

**EXCLUSIONS** from this Warranty shall include any failures caused by:

- Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's Manual instructions.
- Accident or collision damage.
- Installation of parts or accessories that are not original equipment.
- Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- Modifications or alterations that affect the car's condition, operation, performance, or durability, or which makes the car serve a purpose other than use as a two-person, golf course vehicle.
- Damage due to improper transportation.
- Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

This Limited Warranty does not cover any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, brake shoes, tire wear, spark plugs, starter and clutch drive belts. Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty. Gasoline powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery, are also excluded from this warranty.

**THE CUSTOMER'S RESPONSIBILITY** under this warranty shall be to operate and maintain the golf car and charger as specified in the appropriate Owner's/Operator's Manual, and give notice to an authorized Yamaha golf car dealer of any and all apparent defects within ten (10) days after discovery, and make the vehicle or charger available at that time for inspection and repairs by the dealer's authorized representative.

**WARRANTY TRANSFER:** Any transfer of warranty must take place within the first three years of the original in-service date of the vehicle. The vehicle must be re-registered by an authorized Yamaha Golf-Car Dealer within 30 days of transfer. A fee may be charged for the transfer of the warranty.

Yamaha Golf-Car Company makes no other warranty of any kind, expressed or implied. All implied warranties of merchantability and fitness of merchantability and fitness for a particular purpose which exceed the obligations and time limits stated in this warranty are hereby disclaimed by Yamaha Golf-Car Company and excluded from this Warranty. Some states do not allow limitations on how long implied warranty lasts, so the above limitation may not only apply to you. Also excluded from this Warranty is any incidental or consequential damages including loss of use. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you. This Warranty give you specific legal rights, and you may also have other rights, which vary, from state to state.

*I have read and agree to the above conditions set forth in the Golf-Car Warranty\_\_\_\_\_ (Initial)*



## 4-Year Limited Warranty for Trojan Electric Golf Car and Utility Vehicle Batteries when Charged with a Yamaha 48-Volt Charger

Yamaha Golf-Car Company (herein referred to as "YGC") hereby warrants to the Original Retail Purchaser or Lessee of a YAMAHA The Drive golf car or PTV, Adventurer utility vehicle, or YAMAHA Concierge transportation or specialty car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States, that the **Trojan** batteries charged with a **YAMAHA** battery charger will be free from defects in materials and workmanship, and will provide "36-hole performance" as follows:

- 4-years or 23,500 amp-hours with T-875
- 4-years or 25,000 amp-hours with T-875 batteries & the addition of a factory-installed Trojan HydroLink Battery Watering System.

### WARRANTY LIMITATIONS

Yamaha Golf-Car Company's and Trojan Battery Company's limit of liability shall be to replace a defective battery. Replacement shall mean furnishing a new battery or used battery with sufficient life to complete the remainder of the warranty term, at no cost to the purchaser during the limited warranty period, except for labor or transportation expenses. The following conditions apply:

- Amp-hours will be determined either through the Genius controller or through other means necessary in the event of a controller failure or replacement.
- This warranty only applies to factory installed Trojan battery sets charged with a Yamaha battery charger.
- The customer must perform (or have a contracted Yamaha Dealer perform) all periodic maintenance and discharge testing as specified in the Yamaha Service Manual Maintenance Schedule. No labor or transportation expenses are included in this limited warranty. Maintenance records must be kept.
- YGC supplied or approved replacement batteries may be of a different brand or capacity, but are warranted to provide 36-hole performance for the remainder of the original warranty term.
- "36-hole performance" is defined as 60-minutes discharge time as tested and recorded using a Lester model #17770 discharge machine at an ambient temperature of between 60 and 100 degrees F (16 and 38 degrees C). Ambient temperatures between 60 and 80 degrees F (16 and 27 degrees C) must be corrected using the formula: Adjusted Discharge Time = (Discharge Minutes) / (1 - (((80 - TEMP) / 100) x 0.64)).
- The customer must notify the Dealer within 10 days that a vehicle has failed to make 36 holes per day. YGC reserves the right to test and recharge any battery in question.

**ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL BE VOID AND EXCLUDED SUBSEQUENT TO ONE YEAR FROM THE DATE OF PURCHASE. THE REPLACEMENT OF THE BATTERY IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. YAMAHA MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF YAMAHA HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT WHICH IN ANY WAY VARIES THE TERMS OF THIS WARRANTY.**

### LIMITED WARRANTY EXCLUSIONS:

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, YAMAHA does not warrant that its battery is suitable for use in any application other than in a golf car or utility vehicle. As in the use of any battery, a prudent owner will read and study the charger owner's manual, the vehicle owner's manual, the operator's instructions, and the battery warning labels; and will exercise due care in working on or around batteries.

### THE PROVISIONS OF THIS LIMITED WARRANTY SHALL NOT APPLY IF BATTERIES ARE SUBJECTED TO ANY OF THE FOLLOWING CONDITIONS:

- Abuse or neglect such as improper fluid levels, loose wiring, rusted or corroded hardware.
- Lack of proper maintenance as outlined in the electric vehicle Operator's Manual. For example, lack of regular battery watering or adding water to battery before charging.
- Damage caused by improper installation of the battery.
- Neglect, breakage, freezing, fire, explosion, wreckage, the addition of any chemical, or the operation of the battery in an uncharged condition (below half-charge – 1.200 specific gravity).
- Battery charged by systems other than the original equipment type battery charger.
- On fleet golf cars, the use of any non-YAMAHA supplied electrical devices that consume more than one amp-hour per round or two amp-hours per day of battery energy. Examples of these devices include, but are not limited to: heating or cooling systems; GPS (global position system) devices; information gathering devices; lights; radios or stereos; or yardage measuring devices.
- Less than one charger per car or inadequate facility electrical power to power all chargers. Examples include more than one charger on a single circuit, circuit rating of less than 15 amps, or not enough circuits for the number of cars.
- In fleet applications, less than one battery charger per vehicle. For example, using only 10 battery chargers to charge a 15 car fleet.
- The use of any system that does not allow the battery chargers to shut off automatically. For example, timer systems that are designed to switch battery charger AC power on and off during peak demand hours.
- Damage not resulting from a defect in materials or workmanship or which occurs due to abuse or neglect (including failure to provide reasonable and necessary maintenance), accident, alteration or acts of God is excluded from this limited warranty.

THIS BATTERY IS INTENDED TO BE USED BY PERSONS WITH TRAINING AND EXPERIENCE WITH BATTERIES AND ONLY IN YAMAHA ELECTRIC VEHICLES. ANY OTHER USE RENDERS THE LIMITED WARRANTIES EXPRESSED HEREIN AND ALL IMPLIED WARRANTIES NULL AND VOID AND SAME ARE HEREBY EXCLUDED.

ALSO EXCLUDED FROM THIS LIMITED WARRANTY ARE ANY AND ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR REVENUE, LOSS OF TIME, INCONVENIENCE OR ANY OTHER ECONOMIC LOSS.

Some states do not allow limitation on the duration of an implied warranty, exclusions or limitations of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary state to state.

*I have read and agree to the above conditions set forth in the Golf-Car Warranty \_\_\_\_\_ (Initial)*





## Service Details

Yamaha Golf-Car Company's factory-supported service is the clear leader in the industry. Factory-supported dealers' and technicians' vehicles are fully equipped with the parts and tools necessary to provide on-site repairs and get your golf car back out on the course in the event that it should become disabled. Our service providers are trained extensively on the mechanical aspects of Yamaha golf cars and are routinely re-trained throughout the course of their tenure. The timely response and attentive manner of our service providers are two key factors in the success and customer satisfaction that we have been able to achieve at Yamaha.

Cars will be delivered fully set-up and ready to go on the golf course, except for putting sand in the buckets. During the lease, service will be provided on an "as-needed" basis by calling the Service Agent below. Aaron Tisinger is the Service Technician that will be providing awesome service for your golf club.

The service provider for Barefoot Bay Recreation District is Golfcarts Unlimited, LLC. They have been a Dealer for Yamaha for many years and have received countless positive reviews from the customers they service. Their goal is to be your partner and look out for the best interests of your fleet and your Club, while minimizing your down time. For your convenience, their contact information is listed below.

### Dealer Service Provider

Golfcarts Unlimited, LLC

5560 South Highway 1

Palm Shores, FL 32940

321-610-7011





## References

### Local Yamaha Customers

- |                                    |   |
|------------------------------------|---|
| 1) Indian River Preserve Golf Club | Bill Shiles, General Manager - 321-385-2099   |
| 2) Turtle Creek Golf Club          | Justin Horton, General Manager - 321-632-2520 |
| 3) Savannahs Golf Club             | Scott Salari, General Manager - 321-455-1375  |
| 4) Spessard Holland Golf Course    | Ben Gulinello, General Manager - 321-952-4529 |
| 5) The Habitat Golf Course         | Ben Gulinello, General Manager - 321-952-6312 |

### Regional Yamaha Customers

- 1) Indigo Lakes Country Club, Daytona Beach, Florida  
75 Yamaha Electric Fleet Cars
- 2) Spruce Creek Country Club, Port Orange, Florida  
50 Yamaha Electric Fleet Cars
- 3) Reunion Resort, Orlando, Florida  
300 Yamaha Electric and Gasoline Fleet Cars
- 4) Mission Inn Resort, Howie-In-The-Hills, Florida  
144 Yamaha Electric Fleet Cars
- 5) The Village Golf Courses, The Villages, FL  
500 Yamaha Gasoline Fleet Cars and 4000+ Private Owner Cars

### National Yamaha Customers

- 1) Shinnecock Hills Golf Club, Southampton, New York  
#4 on *Golf Digest* "Top 100 Courses in the U.S.A."
- 2) Crystal Downs, Crystal Downs, Michigan  
#12 on *Golf Digest* "Top 100 Courses in the U.S.A."
- 3) Cog Hill, Lemont, Illinois  
#64 on *Golf Digest* "Top 100 Public Courses in the U.S.A."
- 4) PGA West, La Quinta, California  
Stadium Course - #4 on *Golf Digest* "100 Toughest Courses.." and #89 on *Golf Digest* "Top 100 Public Courses..."
- 5) Four Seasons Resort at Aviara, Carlsbad, California  
#44 on *Golf Digest* "Top 100 Golf Resorts"



## Lease Pricing Details

### GOLF CAR PRICING:

Unit	Qty.	Term	Car/Month	Lease/Month	Roll-Out
YDRE Electric	33	36 Months	\$71.00	\$2343.00	24 Months
YDRE Electric	33	48 Months	\$61.00	\$2013.00	36 Months

Delivery - December, 2016

First Payment - January, 2017



## Proposal Details and Acceptance

### ADDITIONAL BENEFITS:

- Early Roll Option:

Upon entering into the last year of the lease with Yamaha Commercial Customer Finance, if all terms and conditions of the lease have been satisfactorily met, Yamaha Golf-Car Company will grant customer the option of rolling into a new fleet of Yamaha golf cars. The new agreement must be with Yamaha Commercial Customer Finance and will be subject to their credit approval process. The new payment will be based upon current fleet condition, product pricing, and interest rates at that time.

The preceding quotation does not include any applicable taxes or insurance and is subject to the final approval of Yamaha Commercial Customer Finance and Yamaha Golf-Car Company; additional documentation to follow.

This quotation is valid for (45) days and is subject to change beyond that date. Furthermore, this proposal constitutes the entire understanding and agreement amongst the parties, whether oral or in writing. Neither party has made any further representations or promises to the other with respect to the subject matter of this agreement, except as set forth in this agreement. This agreement supersedes any previous agreements made between parties and is confidential in nature.

*If this proposal is acceptable under the above terms, please sign and date below:*

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

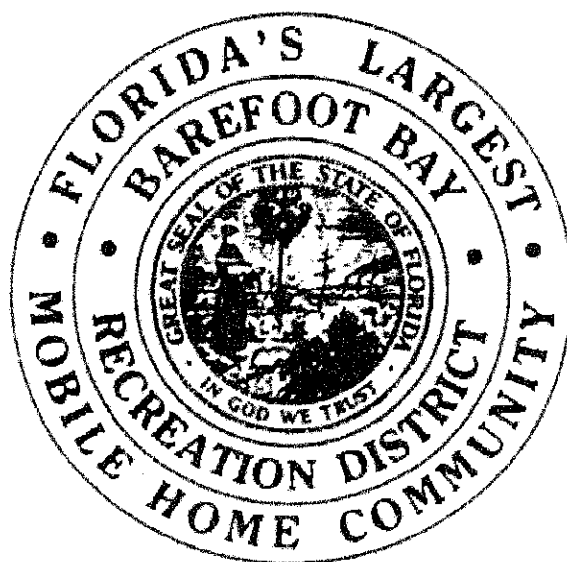
Barefoot Bay Recreation District

Accepted by:  Date: 10/11/2016

Yamaha District Sales Manager

Accepted by:  Date: 10/11/2016

Yamaha Regional Sales Manager



**REQUEST FOR PROPOSALS NO. 2016-02 (RFP)**  
**FOR**  
**GOLF COURSE GOLF CART LEASE**

**Issued by:**

**Barefoot Bay Recreation District**  
625 Barefoot Boulevard  
Barefoot Bay, FL 32976  
(772) 664-3141

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## **SECTION 1 – REQUEST FOR PROPOSALS NOTICE**

### **Barefoot Bay Recreation District Request for Proposals No. 2016-02 – Golf Course Golf Cart Lease**

#### **1.1. Public Notice**

Public Notice is hereby given that Barefoot Bay Recreation District (the District), Barefoot Bay Florida, is seeking proposals from authorized golf cart manufacturers or distributors to meet the District's need for golf carts with battery chargers for its 18 hole executive golf course located at 1225 Barefoot Blvd, Barefoot Bay Florida, 32976.

All Proposals shall be SEALED and clearly MARKED "RFP 2016-02 for Golf Course Fleet Cart Lease". All Proposals shall clearly indicate the legal name, address and telephone number of the Proposer (company, firm, partnership, or individual) on the outside of the envelope. All Proposals must be received by mail or hand delivered on or before October 11, 2016 no later than 4:00 p.m. local time.

The District's District Clerk Office must receive an original Proposal and seven complete copies by the date and time identified above. Late Proposals and facsimile submissions will not be considered. Proposals delayed by the U.S. mail shall not be considered or opened at the public opening. The address for delivery is:

Barefoot Bay Recreation District  
625 Barefoot Boulevard  
Barefoot Bay, Florida, 32976  
Attn: Dawn Myers, District Clerk

Please ensure that if a third party carrier is used (Federal Express, Airborne, UPS, USPS, etc.) that they are properly instructed to deliver the Proposal ONLY to the District Clerk Department. To be considered, a Proposal must be accepted in District Clerk Department prior to the RFP closing time.

The District reserves the right at any time to modify, waive or otherwise vary the terms and conditions of the bid including but not limited to deadlines for submission, submission requirements, informalities or irregularities in any Proposals, and the Scope of Work. The District further reserves the right to reject any or all Proposals, to cancel or withdraw this RFP at any time or take any other such actions that may be deemed in the best interest of the District.

#### **1.2. Interpretations and Inquiries**

All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the District or its agent in writing prior to the Proposal deadline.

Proposers may take on-site inspections of the District in connection with preparing Proposals. The time and extent of such inspections shall be set and coordinated by the Golf Operations Manager.

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, via email or fax, and received by the District no less than five (5) working days prior

to the Proposal deadline. Written inquiries shall be sent with the subject line "Golf Course Fleet Cart Lease, RFP No. 2016-02" to:

Ernie Cruz  
Golf Operations Manager  
Barefoot Bay Recreation District  
625 Barefoot Blvd  
Barefoot Bay, FL 32976  
Email: [ecruz@BBRD.ORG](mailto:ecruz@BBRD.ORG)  
Phone: (772) 663-0631  
Fax: (772) 663-0318

The District will not respond to oral inquiries.

No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements shall not be binding and should not be relied upon. Any changes to the RFP documents shall be made in the form of a written addendum to the RFP document and the District will furnish the revision by posting said addendum(s) on the District's website. Only those changes to the RFP document that are made in writing and furnished by the District may be relied upon.



## SECTION 2 – INTRODUCTION/INFORMATION

### 2.1. Purpose & Intent

The Barefoot Bay Recreation District (the District) invites authorized golf cart manufacturers or distributors to submit proposals for the award of the District's golf course fleet lease for the period of January 1, 2017 through December 31, 2021.

### 2.2. Scope

The successful proposer will provide golf carts with battery chargers as outlined in this RFP. The following list of conditions and requirements should be included in the Request for Proposals package. In addition, these conditions and requirements should also be part of the final agreement.

2.2.1 Proposer agrees to furnish the District Thirty-three (33) new two-passenger, four-wheel electric golf carts with battery chargers to be delivered to Barefoot Bay Recreation District Golf Course at 1225 Barefoot Blvd, Barefoot Bay, Florida 32976 no later than January 1, 2017.

2.2.2 The District will consider three options:

2.2.3.1 Thirty-Six Month option commencing on January 1, 2017 and ending December 31, 2020.

2.2.3.2 Forty-Eight month option commencing on January 1, 2017 and ending December 31, 2020.

2.2.3.3 Other time frame not to exceed 48 Months beginning January 1, 2017.

2.2.3 The vendor shall submit their proposal on a fixed rate per car basis for all options.

2.2.4 If vendor chooses to propose maintenance included in monthly rates, clearly indicate so, and specifically detail what the maintenance covers, and what it does not cover. If cost for service is separate, please attach separate rate sheet for service.

### **2.3 Desired Specifications for Electric Golf Carts (33 Each)**

Proposer: E-2-60 Division of Textron Comply/Do Not Comply/Exceeds

- **Motor:** 48 Volt DC High Efficiency series wound, Brazen armature, solid copper windings (or equal)
- **Batteries:** Six, 8-volt deep cycle storage (or equal)
- **Chargers:** Fully automatic, DC output at 48 volts, UL Listed, CSA Certified (or equal)
- **Brakes:** Dual rear wheel, self-adjusting brakes with Cast iron drums; Automatic park brake release with Self-Compensating System
- **Suspension:** Leaf Springs with Hydraulic Shock Absorbers
- **Steering:** Self-Adjusting rack and pinion
- **Speed:** 12 – 15 mph
- **Length:** 92.6 inches (Approximately)
- **Width:** 46 – 48 inches (Approximately)
- **Wheel Base:** 65.5 inches (Approximately)
- **Front Wheel Tread:** 33.5 inches (Approximately)
- **Rear Wheel Tread:** 38.0 inches (Approximately)
- **Load Capacity:** 800 lbs. including passengers, Accessories, and cargo
- **Tires:** 18 x 8.5 x 8 standard (4-ply rated)
- **Design:** Stability of cart shall remain constant during maximum turns. Such carts shall have an emergency braking system to prevent movement while unattended, and a reverse warning indicator.
- **Replacement Parts:** New Original Equipment (OEM) Replacement parts

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steering system is rack + pinion

Please specify Manufacturer being quoted: E-Z-GO Division of Textron

Please specify Model Number being quoted: TXT 48V

**NOTE: Attach this sheet and Product Specifications to RFP Document**

**2.4 Options & Accessories:** The Vendor agrees to furnish the following options for all carts:

	Comply/Do Not Comply/Exceeds
1. Tops, complete with frames and covers (canopy) for golf clubs	<input checked="" type="checkbox"/>
2. Removable Information Holder	<input checked="" type="checkbox"/>
3. Fold-down windshield	<input checked="" type="checkbox"/>
4. Number Decals (two per cart)	<input checked="" type="checkbox"/>
5. Club Logo (Front of Cart)	<input checked="" type="checkbox"/>
6. Club Protector Rain Awning	<input checked="" type="checkbox"/>
7. Sand Buckets (2)	<input checked="" type="checkbox"/>
8. Scuff Guards on rear of cart	<input checked="" type="checkbox"/>
9. Sweater basket	<input checked="" type="checkbox"/>
10. Single point battery fill system with hose supply	<input checked="" type="checkbox"/>
11. Drink Holders	<input checked="" type="checkbox"/>
12. Wheel Cover (4)	<input checked="" type="checkbox"/>
13. Installation of Battery Chargers	<input checked="" type="checkbox"/> we will assist club.
14. Color Options	<input checked="" type="checkbox"/> factory direct

**2.5 Name & Address of company/person that will be maintaining the carts:**

Company Name: E-Z-GO Division of Textron  
 Address: 1451 Marvin Griffin Road  
 City/State/Zip: Augusta, GA 30906  
 Company Representative: Wayne Palmer → service manager  
 Phone Number: 407.312.4440 Fax: \_\_\_\_\_ based in central Florida

**NOTE: Attach this sheet & Product Specifications to RFP Document**

**2.6 NOTE: A COPY OF THE VENDOR'S AGREEMENT OR CONTRACT, IF REQUIRED, MUST BE SUBMITTED WITH PROPOSAL, AND WILL BE CONSIDERED IN AWARD EVALUATION FOR SUITABILITY TO MEET THE DISTRICT'S REQUIREMENTS. BBRD RESERVES THE RIGHT TO AMEND SAID CONTRACTUAL AGREEMENT TO ENSURE LEGAL REQUIREMENTS AND THE NEEDS OF THE DISTRICT.**

**2.7** The vendor shall maintain the entire fleet of carts in good working condition at all times. All carts that are rendered out-of-condition as a result of poor mechanical condition or mechanical or structural failure not caused through normal use, shall be replaced by the Vendor if the "downtime" is longer than 24 hours and if the District requests the replacement. *customer is responsible for routine care + maintenance*

**2.8** Vendor agrees to furnish 24-hour service on carts, chargers and batteries, and shall supply all parts as needed at no cost to the District. *72 hours or sooner.*

**2.9** Vendor agrees to replace all batteries that will not hold a 36-hole charge. All replacement batteries shall be new batteries. *within warranty (attached)*

## ELECTRIC

## GAS

**DIMENSIONS**

Overall Length	93.0 in (236 cm)
Overall Width	47.0 in (119 cm)
Overall Height (w/o roof)	46.5 in (118 cm) (top of steering wheel)
Overall Height (w/ roof)	67.5 in (171 cm) (top of sun canopy)
Wheel Base	66.0 in (168 cm)
Front Wheel Track	34.0 in (86 cm)
Rear Wheel Track	38.5 in (97 cm)
Ground Clearance @ Differential	4.5 in (11 cm)

**POWER**

Power Source	48 Volt DC
Valve Train	N/A
Motor Type	Shunt Wound
Horsepower (kW)	3.0 hp (2.2 kW) Continuous
Electrical System	48 Volt
Batteries (qty/type)	Six, 8 Volt Deep Cycle
Key or Pedal Start	Pedal
Air Cleaner	N/A
Lubrication	N/A
Oil Filter	N/A
Cooling System	N/A
Fuel Capacity	N/A
Battery Charger	48 VDC PowerWise™ QE, 120 VAC, UL & CSA
Speed Controller	250 Amp Solid State Controller
Drivetrain	Motor Shaft Direct Drive
Transaxle	Differential with Helical Gears
Gear Selection	Seat Mounted Forward-Neutral-Reverse
Rear Axle Ratio	12.44:1
Battery Warranty	25,000 amp/hr (When equipped with single-point watering system)
Key Switch	Unique Group, Unique Individual
Programmable Golf Modes	Coastal, Mild Hill, Steep Hill
Altitude Settings	N/A

**PERFORMANCE**

Seating Capacity	2-Passenger
Dry Weight (w/o batteries)	557 lb (253 kg)
Curb Weight	935 lb (424 kg)
Vehicle Load Capacity	800 lb (363 kg)
Outside Clearance Circle	19 ft (5.8 m)
Speed (level ground)	10.2 - 14.8 mph (16.4 kph - 23.8 kph)
Towing Capacity	Three E-Z-GO Golf Cars with Approved Permanent Tow Bar

**STEERING & SUSPENSION**

Steering	Self-Compensating Rack and Pinion
Suspension	Leaf Springs with Hydraulic Shock Absorbers
Service Brake	Rear Wheel Mechanical Self-Adjusting Drum
Parking Brake	Self-Compensating, Single Point Engagement
Tires	18 x 8.50-8 (4-ply rated)

**BODY & CHASSIS**

Frame	Welded Steel with Powder-Coat Protection
Body & Finish	Injection Molded TPO
Standard Body Color	Ivory or Forest Green
Optional Body Colors	Almond, Barley Gold, Black, Burgundy, British Racing Green, Electric Blue, Flame Red, Inferno Red, Java Brown, Metallic Charcoal, Oasis Green, Patriot Blue, Platinum, Steel Blue, Sunburst Orange (custom colors also available)
Standard Seat Color	Oyster
Optional Seat Colors	Tan, Gray (custom colors also available)
Pinstripe Colors	Black, Burgundy, Dark Green, Gold, Pewter, Red, White

93.0 in (236 cm)
47.0 in (119 cm)
46.5 in (118 cm) (top of steering wheel)
67.5 in (171 cm) (top of sun canopy)
66.0 in (168 cm)
34.0 in (86 cm)
38.5 in (97 cm)
4.25 in (10.8 cm)
4-Cycle 24.5 cu in (401cc) Low-Emissions
Single Cylinder OHV
N/A
13.5 hp (10.1 kW) Exceeds SAE J1940 Std
Starter/Generator — Solid State Regulator
One, 12 Volt Maintenance Free
Pedal
Industrial-Rated Dry Filter
Pressurized Oil System
Spin-On
Air Cooled
5.3 Gallon (20 L)
N/A
N/A
Continuously Variable Transmission (CVT)
Differential with Helical Gears
Forward-Reverse
11.42:1 (Forward) 15.78:1 (Reverse)
N/A
Unique Group, Unique Individual
N/A
0-3,000 ft, 3,000-6,000 ft, 6,000-10,000 ft

2-Passenger
760 lb (344 kg)
760 lb (354 kg)
800 lb (363 kg)
19 ft (5.8 m)
13.0 mph ± 0.5 mph (21.0 kph ± 0.8 kph)
Three E-Z-GO Golf Cars with Approved Permanent Tow Bar

Self-Compensating Rack and Pinion
Leaf Springs with Hydraulic Shock Absorbers
Rear Wheel Mechanical Self-Adjusting Drum
Self-Compensating, Single Point Engagement
18 x 8.50-8 (4-ply rated)

Welded Steel with Powder-Coat Protection
Injection Molded TPO
Ivory or Forest Green
Almond, Barley Gold, Black, Burgundy, British Racing Green, Electric Blue, Flame Red, Inferno Red, Java Brown, Metallic Charcoal, Oasis Green, Patriot Blue, Platinum, Steel Blue, Sunburst Orange (custom colors also available)
Oyster
Tan, Gray (custom colors also available)
Black, Burgundy, Dark Green, Gold, Pewter, Red, White

## SECTION 3 – SUBMISSION REQUIREMENTS

**3.0 Submission Requirements:** Firms responding to this Request for Proposals (RFP) shall complete all areas requesting information in the RFP, and address the following in the order listed:

**NOTE:** Please submit six (6) original copies and one (1) electronic copy of RFP response submitted in sealed package.

- ✓ 3.1 Qualifications and Experience of the firm in providing golf carts and maintenance support to private and public golf courses.
- ✓ 3.2 Proposed Sample Rental Agreement and list of any exceptions taken to any conditions proposed by the District in this RFP (Exceptions to be listed on company letterhead).
- ✓ 3.3 Provide references in accordance with attached reference sheet.
- ✓ 3.4 Complete the pricing quotation form in this RFP. *proposal attached. No quotation form in RFP.*
- ✓ 3.5 Provide policy for cart returns/response to maintenance call times, parts replacement and hourly maintenance rate.
- ✓ 3.6 Provide maintenance history for proposed carts, hourly maintenance and industry rating performed by an independent body such as National Golf Foundation.
- ✓ 3.7 Provide specifications, year, make, and model of carts proposed.
- ✓ 3.8 Provide Cart Warranty Information (Standard & Extended Warranties)
- ✓ 3.9 Provide information as to the location of the service and maintenance operation and response times.
- 3.10 **REQUESTS FOR ADDITIONAL INFORMATION:** The proposer shall furnish such additional information as the District may reasonably require. The District reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.
- 3.11 **ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS:** The District reserves the right to request at any time before award that the proposer modify his proposal to more fully meet the needs of the District. The District also reserves the right to negotiate modifications to proposals it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedure.
- 3.12 **INCURRED EXPENSES:** The District is not responsible for any expenses that proposers may incur in preparing and submitting proposals called for this RFP.
- 3.13 **INTERVIEWS:** The District reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. A formal oral presentation may be required of each firm that is selected during the initial review process (at the sole option of the District). If required, presentations should be in support of the firm's proposal or to exhibit or otherwise demonstrate the information contained therein. The District will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)
- 3.14 **PROPOSALS BINDING:** All proposals submitted shall be binding for ninety (90) calendar days following the proposal opening.
- 3.15 **ALTERNATE PROPOSALS:** An alternate proposal is viewed by the District as a proposal describing an approach to accomplishing the requirements of the RFP, which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same proposer, which differs in degree from its basic or prime proposal. Alternate proposals may address the technical approach, or other provision or requirements set forth in the solicitation. The District will, during the initial evaluation process, consider all alternate proposals submitted.

- 3.16 **ADDENDA AND AMENDMENTS TO REQUEST FOR PROPOSAL:** If it is necessary to revise or amend any part of this RFP, the Purchasing Agent will post the addendum on DemandStar and/or on the District's website at [www.bbrd.org](http://www.bbrd.org). It is the proposer's responsibility, prior to submitting a proposal, to ascertain if any addenda have been issued, to obtain all such addenda, and to return any executed addenda with the proposal (or complete and sign addenda acknowledgement form). The failure of a Proposer to submit acknowledgement of any addenda that materially affects the proposal is considered a major irregularity and will be cause for rejection of the proposal.
- 3.17 **ECONOMY OF PREPERATION:** Proposals should be prepared simply and economically, providing straightforward, concise description of the proposer's ability to fulfill the requirements of the RFP, and should not exceed 30 pages in length.
- 3.18 **PROPIETARY INFORMATION:** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that RFPs and the responses thereto are public records and subject to public inspection. If a proposer believes that any information contained in a proposal is confidential or proprietary and exempt from public disclosure, the proposer shall **identify specifically in writing** any such information contained in their proposals and cite specifically the applicable exempting law.
- 3.19 **PROPERTY OF THE DISTRICT:** All proposals received from proposers in response to this RFP will become the property of the Barefoot Bay Recreation District and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the District.
- 3.20 **CONTRACT AWARD:** The Proposer's proposal must be complete to be considered for award.
1. The District reserves the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the District. The District reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the District. The District reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Proposal.
  2. Barefoot Bay Recreation District reserves the right to accept any submittal, or any part or parts thereof, or to reject any and all submittals.
  3. It is the District's intent to make an award within ninety (90) working days of the proposal due date.
  4. **EXECUTION OF AGREEMENT:** After award of contract, BBRD attorney will work with the successful proposer to execute the Contract for Services and simultaneously provide any required bonds, indemnities and insurance certificates, not previously submitted. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.
- 3.21 **RESPONSE TO SCOPE OF SERVICES:**
1. **Contact Restrictions for Proposers:** All questions or request for additional information regarding this proposal **MUST** be directed to the designated Purchasing Agent indicated below. Prospective Proposers shall not contact any member of the District Manager's Office or other District employees regarding this proposal prior to award recommendation by the Board of Trustees and posting of the final tabulation on the District's Website [www.bbrd.org](http://www.bbrd.org). Any such contact shall be cause for rejection of your proposal.
  2. **All proposers shall direct communications and inquiries to:**

John Coffey, Purchasing Agent  
625 Barefoot Blvd  
Barefoot Bay, FL 32976  
Phone: (772) 664-3141  
Fax: (772) 664-1928  
Email: [jcoffey@bbrd.org](mailto:jcoffey@bbrd.org)

### **3.22 Proposer 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 List of Proposers--No later than 24 hours days after the RFP opening by the Evaluation Committee, the Community Manager or his/her designee shall post a list of Proposers by name of company only.
2. Posting of RFP Evaluation Committee Recommendation--No later than three (3) business days after the final meeting of the Evaluation Committee, the Community Manager or his/her designee shall post the intended award recommendation.
3. Proceedings for Protest of Award--Any 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 Evaluation Committee's recommendation.

The formal written protest shall reference the RFP 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 ranking 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 authorization to negotiate until a protest is resolved.

### **3.23 Negotiations:**

1. The District may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.
2. The District reserves the right to enter into contract negotiations with the selected Proposer. If the District and the selected Proposer cannot negotiate a successful contract, the District may terminate said negotiations and begin negotiations with the next selected Proposer. This process will continue until a contract has been

executed or all Proposers have been rejected. No Proposer shall have any rights against the District arising from such negotiations.

**3.24 RFP Schedule:**

1. 12Sep16 RFP issued
2. 12Oct16 RFP Opened
3. 17Oct16 additional RFP committee meeting if needed
4. 25Oct16 BOT meeting; award of contract



## Section 4 - Evaluation Criteria and Award Process

### 4.0 Evaluation Process

All proposals will be subject to a review and evaluation process. It is the intent of BBRD that all Proposers responding to this RFP will be ranked in accordance with the criteria established in these documents. BBRD will consider all responsive and responsible submittals received in its evaluation and award process. Incomplete proposals may be disqualified by the evaluation committee.

Submittals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluation of the Proposals. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each submittal will be ranked based on the criteria herein addressed.

An adjective-based scoring system shall be applied to the non-price factors throughout the evaluation process for the evaluation of the written responses and the interviews (if requested). A score of 0 is the least favorable and a score of 10 is the most favorable in all sections.

The Proposer's response will be scored by Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsive to the requirement.
- 1-3 = Below Minimum Standards: Responsive to the requirement but below acceptable standards.
- 4-6 = Marginal: Minimal acceptable performance standards and responsive to the requirement.
- 7-8 = Satisfactory: Above minimum performance, Effective and Responsive to the requirement.
- 9-10 = Exceeds Expectations for effectiveness and responsiveness to the requirement.

NOTE: The Committee member's score times the "weighted value" assigned to the different sections listed under Criteria equals the total score for that section. (EXAMPLE: ranking score of 8 multiplied by weight of 3.0 equals 24 points).

Firms submitting the required criteria will have their Proposals evaluated by the Evaluation Committee and scored based on the following criteria.

#### 4.1 Criteria

Proposals shall be evaluated based on the quality of information provided. Proposers are required to bid on all components of the golf course fleet lease request. Proposals should be prepared in sufficient detail to permit the District to evaluate the Proposer's understanding of the Scope of Services. The Proposal submitted must be specific and complete. Proposals will be all-inclusive; they should be practical; prepared simply and economically; and provide a straightforward, concise delineation of how the Proposer will satisfactorily perform the services being sought. Further, the proposal should contain, as a minimum the following items: a) Background and experience in operating a golf course. b) Proposed term of lease. c) References and contact information. d) Identification of services to be offered. e) Details of organizational structure and staffing levels.

Any award to be made pursuant to this RFP will be based upon the proposal with appropriate consideration given to the summary of desired specifications, cart service plan, and cost requirements.

Proposers shall include the following information in their written Proposal document and should use the following format when compiling their responses. Sections should be labeled; pages should be sequentially numbered at the bottom of the page.

✓ **Summary of Desired Specifications: (3.5 X \_\_\_\_ ranking = maximum \_\_\_\_ points)**

- a) Provide a summary of the Proposer's recommended vehicle (model, year, etc.)
- b) Provide a summary of the proposer's compliance with the desired specifications.
- c) Provide a list of any additional specifications the Proposer believes to be relevant.

✓ **Adequacy of Cart Service Plan: (2.5 X \_\_\_\_ ranking = maximum \_\_\_\_ points)**

- a) Provide a description of Proposer's cart service plan at delivery, during lease, and upon lease completion.
- ✓ b) Provide details for cart service (e.g. where service of carts will be conducted, when cart will be serviced, who will repair the cart?)
- c) Provide details for cart service technicians (Proposer's technicians, sub-contracted service, etc.)
- d) If applicable, provide detailed information of sub-contracted service technicians.
- e) Any other information the Proposer believes is applicable

✓ **Cost Proposal: (4.0 X \_\_\_\_ ranking = maximum \_\_\_\_ points)**

- a) Based on the bid price
- b) Based on the service plan of carts if applicable

## **SECTION 5 – GENERAL INFORMATION/CONDITIONS**

### **5.0. General Information**

The Barefoot Bay Recreation District (the District) is a Special District in Brevard County, Florida created in 1984 by the Legislature of the State of Florida. The elected Board of Trustees (the Board) is enabled to acquire, construct, operate and maintain the District facilities, contract with third parties, issue bonds to finance operations, and to participate in other activities to promote the general health of the District.

The Board appoints a Community Manager who serves as a Chief Appointed Official to manage all aspects of the day to day operations of the District in accordance with the District Charter, the District Policies and Procedures, and all local, state, and federal laws, rules, and regulations. The Golf Operations Manager and all other department managers report directly to the Community Manager. A Golf Advisory Committee, as appointed by the Barefoot Bay Golf Course members, meets monthly to make play, improvement or policy recommendations to the Golf Operations Manager and the District Board. The Golf Advisory Committee does not exercise control or influence over the Golf Course Department regarding operations. Each of the officials is governed by State Statutes, Rules and Regulations.

### **5.1. Verbal Agreements**

No verbal agreement or conversation with any officer, committee member, or employee of the District, either before or after submittal of the Proposal, shall affect or modify any of the terms or obligations contained in the RFP. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the District or the Proposer.

### **5.2. Assignment; Non-transferability of Proposal**

Proposals shall not be assigned or transferred.

### **5.3. Legal Requirements**

Proposers are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of the Proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

### **5.4. Familiarity with Laws and Ordinances**

The submission of a Proposal on the services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, he or she shall report it to the District in writing.

**5.5. No Collusion**

More than one Proposal from an authorized manufacturer or distributor under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such Proposers are believed to be involved.

**5.6. Award of Contract**

Award shall be made to the responsible Proposer whose Proposal is determined to be the most advantageous to the District by the Board of Trustees, taking into consideration price and the evaluation factors set forth in the RFP. No other factors or criteria shall be used in the evaluation.

**5.7. Public Records**

Florida Law provides that the District records shall, at all times, be open for personal inspection by any person. Information and materials received by the District in connection with a RFP response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after Proposals opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his or her response is exempt from disclosure, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the District will treat all materials received as public records.

**5.8. Public Entities Crime**

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a Proposal on an Contract to provide any goods or services to the District and may not transact business with the District in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the Services set forth in this RFP.

**5.9. Non-Collusion Affidavit**

The Proposer shall include the Non-Collusion Affidavit as set forth in the form provided in this RFP and as described in this RFP. Proposer's failure to include the affidavit may result in disqualification.

## SECTION 6 – SPECIAL CONDITIONS

### 6.1. The District Insurance Requirements

The Certificate of insurance shall be made to the Barefoot Bay Recreation District, 625 Barefoot Blvd., Barefoot Bay, FL 32976 and should reference the operation.

Prior to renewal, non-renewal, cancellation, or <sup>material change</sup> ~~change or modification~~ of any insurance policy, at least 30 days advance written notice shall be given to the District.

Minimum coverage with limits and provisions are as follows:

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

Be properly licensed under existing Federal, State and local laws.

Provide a Certificate of Insurance to assure the District'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 the District. Further, Proposers must agree to hold harmless and indemnify the District for any claims whatsoever, which may arise as a result of the Proposer'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 District 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 the District) \$1,000,000 per occurrence~~ *does not apply*

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.

Obtain any and all permits required for the project.

Have any onsite completed tasks inspected by appropriate staff to affirm correctness of the job before submitting the monthly invoice for payment.

**6.2. Contracts, Billing and Payment**

The District expects to sign a contract with the successful Proposer for a one (1) term lease period with option to renew. If the fee for services under this RFP will vary from year to year, the Proposer shall submit a flat fee for each of the years covered by the RFP.

Payments will be made monthly on a per car fixed basis beginning thirty (30) days after the acceptance inspection of the fleet. Final payment shall be made upon completion of the terms set forth in the contract.

## NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

State of GeorgiaCounty of RichmondRusty McGhee, being duly sworn, deposes and says that:

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

Rusty McGhee  
Signature

DIRECTOR, COMPLIANCE & CONTROL  
Title

Sworn to and subscribed before me  
this 6th day of October 2016

Susan Patterson

Notary Public

My commission expires:

My commission expires  
June 16, 2020

Personally known ☒

Identification produced \_\_\_\_\_



PREPARED FOR:

Barefoot Bay Recreation District



A Textron Company



**CUSHMAN**  
LET'S WORK!





October 11, 2016

Ernie Cruz & Board of Trustees  
Barefoot Bay Recreation District  
625 Barefoot Boulevard  
Barefoot Bay, FL 32976

Dear Mr. Cruz & Board of Trustees,

E-Z-GO® is honored to prepare this exclusive proposal for Barefoot Bay Recreation District and its members. Since 1954, E-Z-GO has pioneered the golf car industry with its innovative, reliable and durable vehicles. E-Z-GO is committed to providing its customers with vehicle solutions that exceed expectations and perform to the demands of their facilities.

E-Z-GO and Cushman® vehicles are manufactured in our globally recognized, award-winning facility in Augusta, GA. Whether you choose the TXT® or RXV® golf car, you can expect proven reliability and the industry's latest innovations. Cushman utility and hospitality vehicles are available in electric, gas and diesel models, and are purpose-built to tackle all of your operation's maintenance and hospitality needs.

But the E-Z-GO advantage goes beyond our products. When you choose E-Z-GO, you gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors.

E-Z-GO is dedicated to advancing the game of golf and the industry that is the engine behind it. We are a Platinum Corporate Advantage partner of the Club Managers Association of America, a silver partner with the Golf Course Superintendent Association of America, and provide support to numerous regional and local association chapters and events throughout the world of golf.

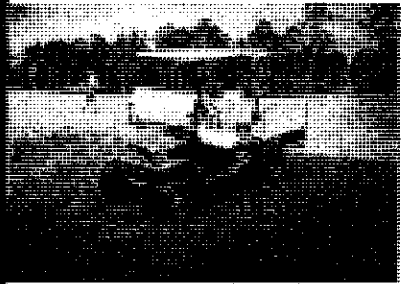
Our reputation for quality, performance and customer service has made us fortunate to enjoy the company of some of the most famous facilities in golf, from Pebble Beach Resorts, Bandon Dunes Golf Resort, and Pinehurst Resort.

As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at Barefoot Bay Recreation District.

With sincere appreciation,

Ashley Ellis  
Sales Representative  
(321) 243-4377  
aellis@textron.com





## OUR HISTORY

During the hot summer of 1954, in a cramped one-room machine shop in Augusta, two brothers founded E-Z-GO from a simple belief that they could build a better golf car, to better meet the needs of the customer.

From those humble beginnings, E-Z-GO has grown into a global leader in the golf industry and light transportation, building many thousands of vehicles each year from its global headquarters in Augusta, which has been recognized as one of the top 10 manufacturing facilities in North America by Industry Week magazine. E-Z-GO manufactures multiple, extensive lines of vehicles, including golf cars, utility vehicles, personnel carriers, refreshment vehicles and is able to customize any vehicle to your unique requirements.

E-Z-GO is a renowned leader in electric-vehicle technology, from our revolutionary RXV, with its exclusive AC Drive technology and automatically applied parking brake, to our newly redesigned TXT golf car, with innovative TruCourse™ Technology and a host of features designed to enhance the on-course experience for the golfer. Our Cushman line of utility vehicles offers a range of models with varying payloads and powertrains to handle any job on your course —upholding the tradition of a brand that has been recognized for more than a century for its rugged, reliable and versatile work machines.

E-Z-GO became part of Textron Inc. (NYSE: TXT) in 1960. This global, multi-industry company leverages its global network of aircraft, defense, industrial and finance businesses to provide customers with innovative solutions and services. Textron is known around the world for its powerful brands such as Bell Helicopter, Cessna Aircraft Company, Jacobsen, Kautex, Lycoming, E-Z-GO, Greenlee, and Textron Systems.

Today, E-Z-GO still has that single belief — that it exists to build vehicles and services that exceed the expectations of the customer. It is the drive to sustain and improve that position — to offer an unparalleled combination of world-class products, advanced technology, manufacturing expertise, and extraordinary service — that leads E-Z-GO to cover new ground.





## OUR CUSTOMERS - THE COMPANY WE KEEP

E-Z-GO understands the importance of making the right decision for your facility; its an investment that has to support the needs of your operation in the years to come. We will step up to the challenge and exceed your expectations. In fact, if you decide to partner with E-Z-GO you will be keeping company with such prestigious courses as:

CLUBCORP®



*Toll Golf*  
Golf & Country Club Division



PEBBLE BEACH  
GOLF LINKS®



BILLY  
CASPER  
GOLF



*Spyglass Hill*  
Golf Course  
PEBBLE BEACH®



# Pricing

October 11, 2016

## Barefoot Bay Recreation District

QTY	MODEL	YEAR	TERMS	PRICE	EXTENDED PRICE
33	TXT 48V	2017 model	36mo straight	\$81.45	\$2,687.85
33	TXT 48V	2017 model	48mo straight	\$67.55	\$2,229.15
33	TXT 48V	2017 model	48mo - see below	\$0.00	\$0.00

INCLUDED ACCESSORIES			
Color: Standard	Sun Canopy Top	Windshield	Bag Cover
Battery Fill System	Dual Sand Buckets	Message Holder	Premium Steering Wheel
Custom Logo	Number Decals	Parts Package	Wheel Covers

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

### TRADE INFORMATION

MANUFACTURER	QTY	MODEL	YEAR	TRADE AMOUNT
E-Z-GO	33	TXT	2013	N/A

### LEASE PROGRAM DETAILS

Payment schedule: **Monthly**  
Delivery: **December 2016**

Payment months: **All (January - December)**  
First pay: **January 2017**

### CURRENT LEASE CONDITIONS

Upon acceptance of this proposal, Barefoot Bay Recreation District's current lease schedule(s) 603-0900571-001 will be terminated after the December payment has been made provided the lease is current and in good standing.

### SPECIAL CONSIDERATIONS

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. Barefoot Bay Recreation District must enter into a new lease or purchase agreement with E-Z-GO and the existing lease must be current and in good standing.

Stepped Lease Plan: 12 months each of payments \$64.65/car/mo in 2017, \$66.65/car/mo in 2018,

\$68.65/car/mo in 2019, \$70.65/car/mo in 2020.

Factory direct, EZGO Textron warranty service included through TechForce.

**NOTE:** Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 45 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval.

Barefoot Bay Recreation District

E-Z-GO Division of Textron Inc.

Accepted by: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Limited Warranty Terms and Conditions - RXV and TXT Fleet Vehicles

The E-Z-GO Division of Textron Inc. ("Company") provides that any new Model Year 2016 E-Z-GO RXV Fleet and TXT Fleet gasoline or electric vehicle (the "Vehicles") and/or battery charger purchased from E-Z-GO, an E-Z-GO affiliate, or an authorized E-Z-GO dealer or distributor, or leased from a leasing company approved by E-Z-GO, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to E-Z-GO no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 years
MAJOR ELECTRONICS - Electric motor, solid state speed controller and battery charger	4 years
DEEP CYCLE BATTERY - TXT ELECTRIC MODELS:	
• Standard Battery	Earlier of 4 years or 23,500 amp hours*
• Standard Battery with optional water fill system	Earlier of 4 years or 25,000 amp hours*
DEEP CYCLE BATTERY - RXV ELECTRIC MODELS:	Earlier of 4 years or 25,000 amp hours*
PEDAL GROUP - Pedal assemblies, brake assemblies, brake cables and motor brake	4 years
SEATS - Seat bottom, seat back and hip restraints	4 years
CANOPY SYSTEM - Canopy and canopy struts	4 years
POWERTRAIN - Gasoline engine, gasoline axle, engine air intake and exhaust system	4 years
POWERTRAIN - Electric axle	3 years
BODY GROUP - Front and rear cowl, side panels and instrument panel	3 years
OTHER ELECTRICAL COMPONENTS - Solenoid, limit switches, starter generator, voltage regulator, F&R switch, charger cord and charger receptacle	3 years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO, and all components not specified elsewhere	2 years
* Added electrical components not part of original Vehicle drive system equipment that consume equal to or more than .4 amps shall reduce the amp hour battery warranty by fifteen percent (15%). Added electrical components not part of original Vehicle drive system equipment that consume less than .4 amps shall reduce the amp hour battery warranty by ten percent (10%). See reverse for other battery warranty limitations, conditions and exceptions.	

The Warranty Period for all parts and components of the Vehicle other than Deep Cycle Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Deep Cycle Batteries shall commence on the earliest of the date: (a) of Vehicle delivery to the Purchaser's location, (b) on which the Vehicle is placed in Purchaser-requested storage or (c) that is one (1) year from the date of sale or lease of the Vehicle by E-Z-GO to an authorized E-Z-GO dealer or distributor. Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval of the Customer Care / Warranty Department.

### EXCLUSIONS: Specifically EXCLUDED from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from inadequate maintenance, neglect, abuse, accident or collision;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs made by other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs by other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

### THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF E-Z-GO IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed per the Owner's Manual, including but not limited to rotation of fleet, proper tire inflation, lack of charging, inadequate battery watering, use of contaminated water, loose battery hold downs, corroded battery cables and loose battery terminals;
- lacks an adequate number of operating battery chargers, uses unapproved battery chargers or uses extension cords with battery chargers;
- is fueled with unleaded gasoline containing more than 10% ethanol, E85 ethanol fuel or other non-recommended fuels, contaminated gasoline or other non-recommended lubricants;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond E-Z-GO specifications;
- shows indications it has been altered or modified in any way from E-Z-GO specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has non-Company approved electrical accessories or electrical energy consuming devices installed on a gasoline powered Vehicle without installation of a heavy duty 12V battery; or
- is equipped with non-standard tires not approved by Company.

**USE OF NON-APPROVED E-Z-GO PARTS AND ACCESSORIES:** THIS LIMITED WARRANTY IS VOID WITH RESPECT TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY E-Z-GO, OR WHICH WERE NOT INSTALLED BY E-Z-GO, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

**REMEDY:** Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that E-Z-GO will, at its sole option, repair or replace any defective parts. If E-Z-GO elects to repair or replace a defective part, E-Z-GO may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of E-Z-GO. This exclusive remedy will not be deemed to have failed of its essential purpose so long as E-Z-GO has made reasonable efforts to repair or replace the defective parts.

**DISCLAIMER:** THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

**LIABILITY LIMITATIONS:** IN NO CASE SHALL E-Z-GO BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT E-Z-GO WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE VEHICLE FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

**WARNING:** ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. E-Z-GO DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

#### DEEP CYCLE BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- The amp hour Warranty Period for electric Vehicle batteries is as recorded by the Vehicle's controller.
- To be eligible for this limited battery warranty, the warranty must be activated within forty-five (45) days of delivery of the Vehicle at the following web site - <http://ezgo.smartmanual.biz>. Failure to do so will void the battery warranty. A Purchaser who is unable to log onto the web site should call or write the E-Z-GO Customer Care /Warranty Department using the contact information below or Purchaser's local dealer or distributor within forty-five (45) days of delivery of the Vehicle.
- Claims for battery warranty replacement require specific testing, as specified by the E-Z-GO Customer Care / Warranty Department. E-Z-GO, or an authorized E-Z-GO dealer or distributor, should be contacted to obtain a copy of the required tests, which must be performed and corrected for temperature, based upon BCI (Battery Council International) recommendations.
- **NON-FACTORY INSTALLED PARTS OR ACCESSORIES INSTALLED DIRECTLY TO LESS THAN THE COMPLETE VEHICLE BATTERY PACK WILL VOID THE WARRANTY FOR THE ENTIRE BATTERY PACK.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF AN E-Z-GO APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- Electric Vehicle storage facilities must provide the following:
  - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
  - battery chargers must each have an independent dedicated 15 amp circuit;
  - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
  - five (5) air exchanges per hour in the charging facility;
  - if the facility utilizes an electrical energy management system, the timer must be set to have available fourteen (14) hours of electricity; and
  - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above.

#### OTHER E-Z-GO RIGHTS:

- E-Z-GO may perform semi-annual vehicle inspections (directly or through assigned E-Z-GO representatives) through the term of any fleet lease.
- E-Z-GO may improve, modify or change the design of any E-Z-GO vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- E-Z-GO may audit and inspect the Purchaser's facility, maintenance records and its Vehicles by E-Z-GO representatives prior to approving a warranty claim and may contract with a third party to evaluate the Purchaser's storage facilities, fuel storage tanks and/or batteries.
- **THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.**

**AUTHORITY:** No E-Z-GO employee, dealer, distributor or representative, or any other person, has any authority to bind E-Z-GO beyond the terms of this Limited Warranty without the express written approval of the E-Z-GO Customer Care / Warranty Department.

**EMISSIONS CONTROL WARRANTY:** The Vehicle may also be subject to an emissions control warranty, as required by the U.S. Environmental Protection Agency and California Air Resources Board, which is provided separately with the Vehicle.



A Textron Company

**Ashley Ellis**

Sales Representative

**EZGO - Municipal References**

**Manatee Cove GC - Patrick Air Force Base**

(Switched from Club Car to TXT 48V Model, in Nov. 2010. New TXT 48V golf cars June 2015)

861 Marina Road, Patrick AFB, FL 32925

Steve Waggoner, General Manager 321-494-1942

Chester, Golf Cart Manager 321-338-0484

**Martin County Golf Course**

(Existing customer delivery of TXT 48V fleet in September 2014)

Kevin Abbate, Parks & Recreation Manager 772-221-1420

Jessica Ballash, Special Facilities Manager, 772-320-3206

2000 SE St. Lucie Blvd, Stuart FL 33494

**The Saints at Port St. Lucie**

(Switched from Club Car to E-Z-GO TXT 48V in 2014 and just renewed with another TXT 48V fleet that delivered in September 2016)

2601 SE Morningside Blvd, Port St Lucie, FL 34952

Curtis Wichurn, Golf Administrator 772-807-4454

Gina Jolly, Purchaser/Procurement, City of Port St. Lucie 772-344-4055

**Viera East Golf Club / Viera East Community Development District**

(switched from club car to E-Z-GO in 2012, and just renewed with E-Z-GO TXT 48V delivered in July 2016).

2300 Clubhouse Dr, Rockledge, FL 32955

Tim Melloh, General Manager (321) 639-6500

Lane Burney, Director of Golf (321) 639-6500

**Jacksonville Beach Municipal GC**

(Existing customer delivery of TXT48 fleet, Dec. 2012 and renewed in Dec. 2015)

605 Penman Rd. South, Jacksonville Beach, FL 32250

Mr. Sandy Suckling Ph# 904.247.6184

**City of Daytona Beach GC**

(Existing customer delivery of TXT48 fleet, Dec. 2012)

600 Wilder Blvd., Daytona Beach, FL 32114

Brian Jaquet Ph# 386.671.3500



A Textron Company

**Ashley Ellis**

Sales Representative

To the Barefoot Bay Recreation District in Reference to Proposal No. 2016-02 (RFP)

**SERVICE & MAINTENANCE DETAILS (10-11-16)**

- E-Z-GO operates a factory direct service model under the brand TechForce. E-Z-GO/Techforce factory direct technicians have training and experience directly from the E-Z-GO manufacturing facility in Augusta Georgia. E-Z-GO/TechForce directly employs experienced service technicians, rather than subcontracting dealer locations for service work. This allows our company to have more control over the quality of maintenance work being done.
- Mike Traber services Barefoot Bay and he has been with E-Z-GO for 26 years, and he has been in the golf cart servicing business for almost 37 years.
- Location – factory direct service techs perform service work on-site at our golf course accounts such as Barefoot Bay Golf Course. Mike Traber has an E-Z-GO/TechForce branded work truck stocked with E-Z-GO parts and tools for performing service work on TXT 48V carts.
- Service response times vary, and technicians respond as quickly as possible. We can see response times as soon as same-day if possible, or otherwise 24-72 hours.
- Hourly maintenance rate is \$0 for warranty work, and \$85/hour for customer pay items such as damaged carts and out-of-warranty service. Customers are responsible for properly charging carts, watering batteries, neutralizing battery acid with a baking soda solution, and periodic maintenance (checking for loose bolts, tire pressure, etc). We help educate and train customers on these routine care practices (including a free annual Florida-based preventative maintenance training class). Customer is permitted to subcontract routine care and maintenance to a local golf cart dealer of their choice.
- E-Z-GO/Techforce has recently introduced a convenient online service request form located on our website at <http://www.ezgo.com/Home/Golf/TechForce>. This new web-based service request system allows us to time-stamp all requests to ensure fast service response times. It also allows our customers to have visibility to their warranty service savings in dollars and cents.

1451 Marvin Griffin Road, Augusta, GA 30906. 800.241.5855

Direct: 321-243-4377, [aellis@textron.com](mailto:aellis@textron.com)

E-Z-GO Division of Textron Inc.



# OPERATION AND SERVICE INFORMATION

Read all of this manual to become thoroughly familiar with this vehicle. Pay particular attention to all Notes, Cautions and Warnings.

## PERIODIC SERVICE SCHEDULE

✓ - CHECK C&A - CHECK & ADJUST CL - CLEAN R - REPLACE

REMARKS	before each use DAILY	20 mds/20 hrs 100 miles/160 kms MONTHLY	60 mds/60 hrs 300 miles/500 kms QUARTERLY	125 mds/125 hrs 600miles/1000 kms SEMI-ANNUAL	250 mds/250 hrs 1200miles/2000 kms ANNUAL	5 YEARS	PAGE
Tires - pressure, condition of tires & rims	✓	✓	✓	✓	✓		9
Hardware - loose or missing	✓	✓	✓	✓	✓		
Reverse Warning Indicator	✓	✓	✓	✓	✓		
Overall Vehicle Condition	✓	✓	✓	✓	✓		
Batteries - state of charge, condition, loose terminals, corrosion, hold down & hardware	✓	CL	CL	CL	CL		17
Batteries* - check electrolyte level, fill if required		C&A	C&A	C&A	C&A		18
Brakes - smooth operation of pedal, stopping distance	✓	✓	✓	✓	✓		
Brakes - aggressive stop test, does brake hold on a hill		✓	✓	✓	✓		
Accelerator - smooth operation	✓	✓	✓	✓	✓		
Wiring - loose connections, broken or missing insulation		✓	✓	✓	✓		
Charger Receptacle - clean connections		CL	CL	CL	CL		
Steering Assembly - excessive play, loose or missing hardware		✓	✓	✓	✓		
Tie Rods - excessive play, bent rods, loose or missing hardware		✓	✓	✓	✓		
Rear Axle - oil leakage, noise, loose or missing hardware		✓	✓	✓	✓		14
Rear Axle - drain & replace fluid						R	14
Front Suspension - strut oil leakage, excessive play in hubs or kingpins, worn bushings, loose or missing hardware		✓	✓	✓	✓		
Front Wheel Alignment - unusual tire wear			C&A	C&A	C&A		
Rear Suspension - shock oil leakage, worn bushings, loose or missing hardware			✓	✓	✓		

Fig. 20 Periodic Service Schedule

\*Use only distilled or purified water that is free of contaminants to fill batteries.

"look and feel"

# Master Equipment Lease Agreement

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 866-336-8382

SAMPLE



## Customer Information:

Customer's Full Legal Name ("You" and "Your"):

Address:

City/State/Zip Code:

Telephone Number:

Federal Tax ID#:

County:

You acknowledge and agree that this agreement (as amended from time to time, this "Agreement") and each Schedule (defined below) represent the complete and exclusive agreement between You and Us regarding the subject matter herein and therein and supersedes any other oral or written agreements between You and Us regarding such matters. "Schedule" means a schedule, in such form as We may accept in our sole discretion, that may be entered into from time to time by You and Us for a lease transaction pursuant to this Agreement. This Agreement and each Schedule can be changed only by a written agreement between You and Us. Other agreements not stated herein or in a Schedule (including, without limitation, those contained in any purchase order or service agreement between You and the equipment supplier(s) (each a "Supplier")) are not part of a Lease (defined below). This Agreement is not a commitment by Us to enter into any Schedule not currently in effect, and nothing in this Agreement shall impose, or be construed to impose, any obligation upon Us to enter into any proposed Schedule, it being understood that whether We enter into any proposed Schedule shall be a decision solely within Our discretion. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents.

**1. LEASE OF EQUIPMENT.** Each Schedule executed by You represents Your agreement to lease from Us the personal property listed therein (together with all existing and future accessories, attachments and replacements, the "Equipment") upon the terms stated in such Schedule and this Agreement. Each Schedule and the terms of this Agreement which are incorporated by reference into such Schedule shall constitute a separate and independent contract between You and Us and shall be referred to as a "Lease". In the event of any conflict between the provisions of this Agreement and the provisions of any Schedule, the provisions of the Schedule shall control. Each Schedule is binding on You as of the date You sign it. You agree that after You sign this Agreement or a Schedule, We may insert or correct any information missing in this Agreement or a Schedule, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the Payment shown in a Schedule by up to 15% due to a change in the Equipment or its cost or a tax or payment adjustment.

**2. TERM; AUTOMATIC RENEWAL.** The term of each Lease will begin on the date that the related Schedule is accepted by Us or any later date that We designate (the "Commencement Date") and will continue for the number of months shown on such Schedule (the "Initial Term"). As used herein, "Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). **With respect to each Lease, unless You have a \$1.00 Purchase Option as indicated in the related Schedule, You shall notify Us in writing at least 30 days before the end of a Term (the "Notice Period") that you intend to purchase or return the Equipment at the end of such Term or: (a) the applicable Lease will automatically renew for an additional one-month period (a "Renewal Term") and (b) all terms of such Lease will continue to apply.** If You do notify Us in writing within the Notice Period for a given Lease that You intend to purchase or return the related Equipment at the end of the Term of such Lease, then You shall (i) purchase the Equipment by paying the purchase option amount (and all other amounts due hereunder) within 10 days after the end of the Term, or (ii) return the Equipment pursuant to Section 12. For any "Fair Market Value" Purchase Option, the fair market value shall be determined by Us in Our sole but commercially reasonable judgment. **Each Lease is non-cancelable for the full Term.**

**3. UNCONDITIONAL OBLIGATION.** With respect to each Lease, You agree that: (i) We are a separate and independent company from the Suppliers, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Agreement or any Schedule; (iii) You, not We, selected the Equipment and the Vendors based on Your own judgment; (iv) Your obligations under each Lease are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever; (v) If You are a party to any maintenance, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of any Lease (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from performing Your obligations to Us under any Lease; and (vi) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to fully perform under each Lease.

**4. PAYMENTS.** With respect to each Lease, You agree to pay Us an interim rent charge as reasonably calculated by Us for the period from the date the Equipment is delivered to You until the Commencement Date of such Lease. The payment for this interim period will be based on the Payment shown in the related Schedule prorated on a 30 day calendar month and will be added to Your first invoice. Each Payment Period for a given Lease, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment due under the related Schedule, and (ii) applicable taxes and other charges provided for in the Lease. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit that You pay under a Lease is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You after You have satisfied all of Your obligations under the applicable Lease. If We do not receive a payment in full within ten (10) days of its due date, You shall pay a fee equal to 5% of the amount that is late (or the maximum amount permitted by law if less). You shall pay Us a returned check or non-sufficient funds charge of \$20.00 for any returned or dishonored check or draft.

**5. INDEMNIFICATION.** You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of each Lease. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment.

**6. NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The parties hereto agree that each Lease is, or shall be treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If any Lease is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Suppliers in connection with or as part of the contract (if any) by which We acquire the Equipment, which warranty rights We assign to You for the applicable Term (provided You are not in default). You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Suppliers for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

**7. DELIVERY; LOCATION; OWNERSHIP; USE AND MAINTENANCE.** We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance. You will not remove the Equipment from the Equipment Location specified in a Schedule unless You first get Our permission. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding any software) during each Lease. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property, or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, shall comply with all manufacturer's instructions, specified maintenance programs and warranty requirements, and shall not make any permanent alterations to the Equipment. At Your own cost, You will keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted, and in compliance with any additional Equipment maintenance and return conditions set forth in the applicable Schedule or any addendum thereto ("Good Condition"). With respect to any Equipment that includes an hour meter/counter ("Meter"), You shall not tamper with, adjust or make the Meter inoperable. You shall keep each such Meter in

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2

Customer: (identified above)		Wells Fargo Financial Leasing, Inc. ("We," "Us," "Our" and "Lessor")	
By:	Date: ____ / ____ / ____	By:	Date: ____ / ____ / ____
Print name:	Title:	Print name:	Title:
		Agreement Number:	

restore it to Good Condition. In the event an item of Equipment is used in excess of the Included Engine Hours Per Year designated in the Schedule during the applicable Initial Term and any Renewal Term, You shall pay the applicable Excess Charge (per engine hour) set forth in such Schedule for each engine hour in excess of the Included Engine Hours Per Year ("Excess Engine Hours") for such item of Equipment. Upon return of the Equipment, We (or Our agent) will determine Excess Engine Hours based on the actual Meter readings and/or the number of engine hours the Equipment has been used during the Lease. Excess Charges for Excess Engine Hours shall be billed to You as additional rent following Your return of the Equipment.

**8. LOSS; DAMAGE; INSURANCE.** You shall, at all times during each Lease, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee" (with a lender's loss payable endorsement if required by Lessor or its Assignee), and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as an additional insured thereunder. With respect to each Lease, You have the choice of satisfying these insurance requirements for a given Lease by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date of such Lease. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If You do not provide Us with Insurance Proof within 30 days of the Commencement Date of a Lease, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge You a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

**9. ASSIGNMENT.** You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Agreement or any Lease, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent; provided, however, if the Equipment includes any power golf carts, You may rent such cart(s) on a daily or per-round basis to Your patrons at the Equipment Location listed on the applicable Schedule in which case You shall collect from such patrons all sales and use taxes due in connection with such rentals and remit such taxes to the appropriate taxing authorities, and You shall continue performing all Your obligations under the applicable Lease. We may, without notice to You, Transfer Our interests in the Equipment, this Agreement and/or any Lease, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations under this Agreement or any Lease. You agree not to assert against the Assignee any claim, defense or offset You may have against Us.

**10. TAXES AND OTHER FEES.** You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Agreement, each Lease and/or the Equipment (collectively "Governmental Charges"). Sales or use taxes due upfront will be payable over the Initial Term of each Lease, with a finance charge. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay Us a fee for Our administration of taxes related to the Equipment leased under each Lease. With respect to each Lease, You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a documentation/processing fee in the amount set forth in the related Schedule (or as otherwise agreed to). You also agree to pay Us a fee for additional services We may provide to You at Your request during a Lease. If You so request and We permit the early termination of a Lease, You acknowledge that there may be a cost or charge to You for such privilege. In connection with the expiration or earlier termination of a Lease, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts. You agree that the fees and other amounts payable under this Agreement and each Lease may include a profit to Us and/or the Suppliers.

**11. DEFAULT; REMEDIES.** With respect to each Lease, You will be in default if (1) You fail to pay any amount due under any Lease within 15 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant in this Agreement, any Lease or in any other agreement now existing or hereafter entered into with Us or any Assignee, (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee, and/or (4) You and/or any guarantors or sureties of Your obligations under any Lease (i) die, (ii) go out of business, (iii) commence dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (vi) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (ix) suffer an adverse change in Your or their financial condition. If You default under a Lease, We may do any or all of the following: (A) cancel such Lease, (B) require You to promptly return the Equipment pursuant to Section 12, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Payments and other amounts then due and past due under such Lease, (ii) all remaining Payments for the remainder of the Term of such Lease discounted at a rate of 3% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of such Lease (as shown in Our books and records), discounted at a rate of 3% per annum, (iv) interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid at the rate of 1.5% per month (or the maximum amount permitted by law if less), and (v) all other amounts that may thereafter become due under such Lease to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus interest at the rate in sub-clause (iv) on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

**12. RETURN OF EQUIPMENT.** If You are required to return the Equipment under any Lease, You shall, at Your expense, send the Equipment to any location(s) that We may designate and, if invoiced by Us, pay Us a handling fee of \$250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7). All terms of the applicable Lease, including Your obligation to make Payments and pay all other amounts due thereunder shall continue to apply until the Equipment is received by Us in accordance with the terms of this Agreement.

**13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY.** This Agreement and each Lease shall be deemed fully executed and performed in the state of Iowa and shall be governed and construed in accordance with the laws of the state of Iowa. If Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under this Agreement or any Lease, You hereby irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of Iowa or the state of Lessor's or its Assignee's principal place of business, or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** If any amount charged or collected under this Agreement or any Lease is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder or thereunder. Each provision of this Agreement and each Lease shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision of this Agreement or any Lease is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof or thereof.

**14. DOLLAR PURCHASE.** This Section only applies to Leases under which You have a \$1.00 Purchase Option, as indicated on the related Schedule. With respect to any such Lease, at the end of the Initial Term, You shall purchase the Equipment "AS IS, WHERE IS" for one dollar (\$1.00); provided, however, We shall not be required to transfer Our interest in the Equipment to You until You have paid to Us all amounts then owing under such Lease, if any. You agree that prior to entering into any Lease with a \$1.00 Purchase Option, You could have purchased the Equipment from the Suppliers for a specific cash amount, but instead You hereby choose and agree to pay a higher amount (the "Time Price") to Us in installments over the Initial Term. The Time Price equals the Payment amount shown in the related Schedule multiplied by the total number of Payments to be paid over the Initial Term, plus \$1.00. You agree that the Time Price represents only a higher purchase price and does not include an interest component or finance charge. However, if the Time Price should be determined or adjudicated to include an interest component or finance charge, then you agree that (i) each Payment shall be deemed to include an amount of pre-computed interest, (ii) the total pre-computed interest scheduled to be paid over the Initial Term is to be calculated by subtracting the amount We pay the Suppliers ("Our Investment") from the Time Price, (iii) the annual interest rate deemed applicable to such Lease is the rate that will amortize Our Investment down to \$1.00 by applying all periodic Payments as payments (and this rate calculation method assumes that each periodic Payment is received by Us on the due date), and (iv) none of the other fees or costs We may charge You pursuant to such Lease (including but not limited to UCC filing fees, late fees, documentation or processing fees) shall be considered interest or a finance charge.

**15. MISCELLANEOUS.** You shall furnish Us or an Assignee with current financial statements upon request by Us or an Assignee. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement or any Lease, and (b) provide Your credit application, information regarding Your account to credit reporting agencies, potential Assignees, Vendors and parties having an economic interest in this Agreement, a Lease and/or the Equipment. Each Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, with respect to a Schedule, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of this Agreement and each Schedule and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Agreement and any Lease. You waive notice of receipt of a copy of this Agreement and any Schedule with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.

# Non-Appropriation Addendum

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

Title of lease, rental or other agreement: \_\_\_\_\_ (the "Agreement")

Lessee/Renter/Customer: \_\_\_\_\_ ("Customer")

This Addendum (this "Addendum") is entered into by and between Customer and Wells Fargo Financial Leasing, Inc. ("Company"). This Addendum shall be effective as of the effective date of the Agreement.

**1. INCORPORATION AND EFFECT.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

**2. GOVERNMENTAL PROVISIONS.** Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder; (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.

**3. INDEMNIFICATION.** To the extent Customer is or may be obligated to indemnify, defend or hold Company harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 2 above.

**4. REMEDIES.** To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

**5. GOVERNING LAW.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located.

**6. MISCELLANEOUS.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Addendum and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Addendum.

<b>Customer (Identified above):</b>		<b>Wells Fargo Financial Leasing, Inc.</b>	
By: _____	Date: ____ / ____ / ____	By: _____	Date: ____ / ____ / ____
Print name: _____	Title: _____	Print name: _____	Title: _____
		<b>Agreement Number:</b>	
		<b>Master Agreement Number (if applicable):</b>	

**FORM OF OPINION OF CUSTOMER'S COUNSEL**  
**(PLEASE FURNISH THIS TEXT ON ATTORNEY'S LETTERHEAD)**

[Insert date of Agreement described below]

Wells Fargo Financial Leasing, Inc.  
800 Walnut Street, 4th Floor  
Des Moines, Iowa 50309

Ladies and Gentlemen:

As counsel for [INSERT NAME OF CUSTOMER] ("Customer"), I have examined that certain [INSERT NAME OF UNDERLYING AGREEMENT, INCLUDING ANY SCHEDULE IF THE TRANSACTION INVOLVES A MASTER AGREEMENT], and, if applicable, that certain Non-Appropriation Addendum thereto, each duly executed by Customer and dated [INSERT DATE OF AGREEMENT] (collectively, the "Agreement"), between Customer and Wells Fargo Financial Leasing, Inc. ("Company"), and the proceedings taken by the governing body of Customer to authorize on behalf of Customer the execution and delivery of the Agreement. Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. Customer has the requisite power and authority to execute and deliver the Agreement and to perform its obligations under the Agreement.
2. The Agreement has been duly authorized, executed and delivered by Customer and the Agreement constitutes a legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.
3. The authorization, approval, execution and delivery of the Agreement and all other proceedings of Customer's governing body relating to the transactions contemplated by the Agreement have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state laws and all actions, approvals, authorizations and consents necessary to authorize Customer's execution, delivery and performance of the Agreement have occurred or been obtained.
4. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery or performance by Customer of the Agreement or in any way to contest the validity of the Agreement, to contest or question the creation or existence of Customer or its governing body or the authority or ability of Customer to execute or deliver the Agreement or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin Customer from annually appropriating sufficient funds to make the payments contemplated by the Agreement.
5. The entering into and performance of the Agreement does not and will not violate any judgment, order, law or regulation applicable to Customer or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Customer or on the Equipment (as such term is defined in the Agreement) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Customer is a party or by which it or its assets may be bound.
6. The execution and delivery of the Agreement and the appropriation of monies to pay the payments coming due thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness or liabilities which may be incurred by Customer.
7. The Agreement is the complete and exclusive agreement between Customer and Company regarding Customer's financing of the equipment described therein. No other agreements, terms or conditions (including, without limitation, any terms or conditions set out in any solicitation, request for proposal, invitation to bid or contract award) are incorporated, by reference or otherwise, into the Agreement.
8. The Customer's name contained in the Agreement is the Customer's full, true and correct legal name.

This opinion may be relied upon by purchasers and assignees of Company's interests in the Agreement.

Respectfully submitted,  
[INSERT NAME OF LAW FIRM]

[INSERT NAME OF ATTORNEY]

## Schedule to Master Equipment Lease Agreement

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 866-336-8382

**Customer Information:**

**Customer's Full Legal Name ("You" and "Your"):**

Address:

City/State/Zip Code:

County:

**Billing Address (if different than Lessee Address shown above)**

**Equipment Information:**☐ See Attached Equipment Schedule

Equipment Location (if different than address shown above):

[illegible]

**Term And Payment Information:** Initial Term: \_\_\_\_\_ months Payment\*: \$\_\_\_\_\_ (\*plus applicable taxes)

Payment Period is "Monthly" unless otherwise noted here: \_\_\_\_\_ Security Deposit: \$ \_\_\_\_\_ Documentation/Processing Fee: \$ \_\_\_\_\_

Advance Payment: \$\_\_\_\_\_ applied to: ☐ 1st Payment ☐ Last Payment ☐ 1st and Last Payments

Purchase Option (shall be Fair Market Value unless another option is checked): ☐ Fair Market Value ☐ \$1.00 ☐ Other: \_\_\_\_\_

This is a Schedule that is being entered into subject to the master agreement referenced below (the "Master Agreement") between You and Us. All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. The Master Agreement together with this Schedule constitute a Lease (as defined in the Master Agreement) and represent the complete and exclusive agreement between You and Us regarding the leasing of the equipment listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment"). Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment.

**1. LEASE OF EQUIPMENT.** You hereby agree to lease from Us the Equipment described above upon the terms and conditions set forth in this Schedule and in the Master Agreement.

**2. PURCHASE OPTION.** The above Purchase Option may be exercised by You only at the end of the Initial Term of this Lease. If you are in default under this Lease at the time You desire to exercise the above Purchase Option, You must cure such default(s) to Our satisfaction before having the right to exercise such option.

3. **MISCELLANEOUS.** This Schedule may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of the Master Agreement and this Schedule and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Lease. You waive notice of receipt of a copy of this Schedule with Our original signature. You hereby represent to Us that this Lease is legally binding and enforceable against You in accordance with its terms. **This Lease is non-cancelable for the full Term.**

**Customer: (identified above)**

**Wells Fargo Financial Leasing, Inc.** ("We," "Us" and "Our")

By: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

**Schedule Number:****Master Agreement Number:**

# Delivery & Acceptance Certificate

Financial Services | 800 Walnut, 4th floor | Des Moines, Iowa 50309

Title of lease, rental or other agreement: \_\_\_\_\_ (the "Agreement")

Lessee/Renter/Customer: \_\_\_\_\_ ("Customer")

Lessor/Lender/Owner: \_\_\_\_\_ ("Company")

The Customer named above hereby unconditionally represents and certifies to Company, and agrees, that:

1. The equipment, other personal property and software, if any, described below (collectively, the "Goods") which have been leased or otherwise provided to Customer or otherwise constitutes collateral under the above-referenced Agreement, has been fully delivered and installed at Customer's place of business, has been inspected and tested by Customer and is operating in good working order to Customer's complete satisfaction, meets all of Customer's requirements and specifications, and is hereby Irrevocably accepted by Customer:

Quantity	Make or other description	Model name (if any)	Serial # (if any)

## Attach additional page if necessary

2. There are no side agreements between Customer and any third party relating to the subject matter of the Agreement, and no cancellation rights have been granted to Customer by Company or any third party. There is no "free demonstration" or "test" period for the Goods.

3. Customer has reviewed and understands all of the terms of the Agreement, and Customer agrees that the Agreement cannot be revoked or cancelled or terminated early for any reason.

Customer hereby directs Company to pay the vendor/supplier of the Goods. Customer agrees that (i) Company may insert the Agreement number (and Master Agreement Number, if applicable) and the date below if either is missing following the Customer's signature below, and (ii) a facsimile or other copy of this document containing your faxed, copied or electronically transmitted signature may be treated as an original for all purposes.

**Instruction to Customer: Do NOT sign this Certificate until ALL of the Goods have been delivered, installed, inspected and tested to your satisfaction.**

Customer (identified above): \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

Agreement Number: \_\_\_\_\_

Master Agreement Number (if applicable): \_\_\_\_\_

## Customer Insurance Certification

Lessee:  
Co-Lessee:

Application Number:  
Master Lease No.:  
Schedule No.:

Name of Insurance Agency:	Phone Number of Agency:
Mailing Address of Agency:	Fax Number of Agency:

We agree and understand that, under the terms of our Master Lease Agreement with you, we must at all times keep the Equipment under the Schedule referenced above insured against all risks, loss, damage or destruction for the full replacement cost with Wells Fargo Financial Leasing, Inc. named as sole loss payee. Additionally, we must maintain, throughout the term of the Schedule, public liability insurance in the amounts specified in the Master Lease and name Wells Fargo Financial Leasing, Inc. as an additional Insured. We must receive thirty (30) days prior notice before any termination, modification or cancellation for all types of Insurance. I authorize you to contact the agencies identified above and authorize the agents to release insurance certificates to Wells Fargo indicating the above.

\_\_\_\_\_  
*Lessee Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Co-Lessee Signature*

\_\_\_\_\_  
*Date*

**Send to Wells Fargo Financial Leasing, Inc. via mail to:** Wells Fargo Financial Leasing, Inc., Golf and Turf Division, MAC# F4031-050, 800 Walnut Street, Des Moines, IA 50309; **or via Fax to:** Wells Fargo Financial Leasing, Inc., attn: Golf and Turf Division Fax #866-336-8375.

### EQUIPMENT DESCRIPTION.

See Addendum A to Master Lease Schedule for the equipment description.

<i>Office Use Only</i>		
Contact Date:	Contact Name:	
Insurance Company(s):		
Policy No(s):	Expiration Date(s):	Insured Value:
Named Sole Loss Payee: <b>Wells Fargo Financial Leasing, Inc.</b>		Verified By:
<input type="checkbox"/> YES <input type="checkbox"/> WILL BE ADDED		
Additional Insured: <b>Wells Fargo Financial Leasing, Inc.</b>		Public Liability Insurance Limits:
<input type="checkbox"/> YES <input type="checkbox"/> WILL BE ADDED		



Club Car

## Barefoot Bay – RFP #2016-02

Barefoot Bay, Florida

October 10, 2016

Rick DeMott | [rick\\_demott@clubcar.com](mailto:rick_demott@clubcar.com)



PROPOSAL



IR Ingersoll Rand





Club Car, LLC  
4125 Washington Road  
Evans, Georgia 30809  
PO Box 204658  
Augusta Georgia 30917  
Tel (706) 863-3000  
Toll free (800) 227-0739  
www.ClubCar.com

Barefoot Bay Recreation District (the "District")  
Request for Proposal  
RFP #: 2016-02  
Exceptions Page  
Club Car, LLC (the "Proposer")

**Modify the following under Section 2 – Introduction/Information:**

Delete and replace 2.7, 2.8, 2.9 with the manufacturer's standard warranty provisions and requirements attached hereto and incorporated within.

**Modify the following under Section 6 - Special Conditions:**

**1. Modify 6.1 The District Insurance Requirements**

Provide a Certificate of Insurance to assure the District'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 the District. Further, Proposers must agree to hold harmless and indemnify the District for any claims whatsoever, which may arise as a result of the Proposer's **negligent** 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 District Board of Trustees.

**2. Modify 6.2 Contracts, Billing and Payment**

The District expects to sign a contract with the successful Proposer's **third party leasing source, DLL**, for a one (1) term lease period with option to renew. If the fee for services under this RFP will vary from year to year, the Proposer shall submit a flat fee for each of the years covered by the RFP.

**The lease will be arranged through a third party leasing source, DLL. The District's lease of golf cars and/or utility vehicles shall be subject to the terms and conditions of DLL's Lease Agreement, a copy of which is attached hereto and incorporated herein. This bid is contingent of the District's executing documents in form and substance acceptable to DLL. As such, whenever the terms and conditions of this bid conflict with those included in the attached Lease Agreement, the Lease Agreement shall control. Financing is subject to final credit approval prior to funding.**

**3. Add to Special Conditions: 6.3 LIMITATION OF LIABILITY**

THE REMEDIES OF THE DISTRICT SET FORTH HEREIN ARE EXCLUSIVE, AND THE TOTAL CUMULATIVE LIABILITY OF THE PROPOSER WITH RESPECT TO THIS CONTRACT SHALL NOT EXCEED THE PURCHASE VALUE OF THE CONTRACT.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY NOR THEIR SUPPLIERS SHALL IN ANY EVENT BE LIABLE TO THE OTHER, ANY SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE OF THIS CONTRACT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF, OR ANY DEFECT IN OR FAILURE OF OR MALFUNCTION OF THE EQUIPMENT HEREUNDER, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE.

**4. Add to Special Conditions: 6.4 Warranty**

The proposer warrants that new Equipment manufactured by it and delivered hereunder will be free of defects in material and workmanship for the periods of time specified in the applicable limited warranty statements of the proposer for such Equipment, each of which is incorporated herein by reference.

OTHER THAN THOSE WARRANTIES SET FORTH HEREIN, THE PROPOSER MAKES NO OTHER WARRANTIES, STATUTORY, AT LAW, EXPRESS OR IMPLIED, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

IN WITNESS WHEREOF, the parties have executed these Exceptions RFP#: 2016-02 to the Barefoot Bay Recreation District on this 10th day of OCTOBER, 2016.

**\*The individual executing this Exceptions Page on behalf of the Proposer affirms they are authorized to do so thereby binding the District to all terms and conditions herein contained.**

**CLUB CAR, LLC**

By: Rick DeMott  
Its: TENNIS MANAGER  
Date: 10/10/16

WITNESS:

Signature

Drumil Shah  
Print/Type Name

**BAREFOOT BAY RECREATION DISTRICT**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

WITNESS:

Signature

Print/Type



## NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

State of FLORIDACounty of LAKErick DEMOTT, being duly sworn, deposes and says that:

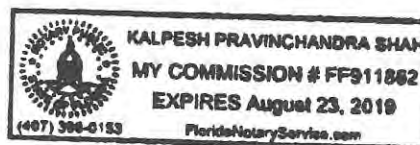
1. Affiant is TERRITORY MANAGER of CLUB CAR, LLC, the Proposer that has submitted the attached proposal;
2. Affiant is fully informed respecting the preparation and contents of the attached proposal and all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive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

Rick Demott  
Signature

TERRITORY MANAGER  
Title

Sworn to and subscribed before me  
this 10 day of OCT, 2016.

Kalpes  
Notary Public  
My commission expires: Aug/23/19



Personally known \_\_\_\_\_  
Identification produced FL/DL  
DS30-732-68-411-0

### 2.3 Desired Specifications for Electric Golf Carts (33 Each)

Proposer: CLUB CAR, LLC

Comply/Do Not Comply/Exceeds

- **Motor:** 48 Volt DC High Efficiency series wound, Brazen armature, solid copper windings (or equal)
- **Batteries:** Six, 8-volt deep cycle storage (or equal)
- **Chargers:** Fully automatic, DC output at 48 volts, UL Listed, CSA Certified (or equal)
- **Brakes:** Dual rear wheel, self-adjusting brakes with Cast iron drums; Automatic park brake release with Self-Compensating System
- **Suspension:** Leaf Springs with Hydraulic Shock Absorbers
- **Steering:** Self-Adjusting rack and pinion
- **Speed:** 12 – 15 mph
- **Length:** 92.6 inches (Approximately)
- **Width:** 46 – 48 inches (Approximately)
- **Wheel Base:** 65.5 inches (Approximately)
- **Front Wheel Tread:** 33.5 inches (Approximately)
- **Rear Wheel Tread:** 38.0 inches (Approximately)
- **Load Capacity:** 800 lbs. including passengers, Accessories, and cargo
- **Tires:** 18 x 8.5 x 8 standard (4-ply rated)
- **Design:** Stability of cart shall remain constant during maximum turns. Such carts shall have an emergency braking system to prevent movement while unattended, and a reverse warning indicator.
- **Replacement Parts:** New Original Equipment (OEM) Replacement parts

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

COMPLY

91.5"  
47.25"  
34.5"  
38.5"

Please specify Manufacturer being quoted: CLUB CAR, LLC

Please specify Model Number being quoted: PRECEDENT IZ ELECTRIC

NOTE: Attach this sheet and Product Specifications to RFP Document

**2.4 Options & Accessories:** The Vendor agrees to furnish the following options for all carts:

	Comply/Do Not Comply/Exceeds	
1. Tops, complete with frames and covers (canopy) for golf clubs	COMPLY	
2. Removable Information Holder	COMPLY	
3. Fold-down windshield	COMPLY	
4. Number Decals (two per cart)	COMPLY	
5. Club Logo (Front of Cart)	COMPLY	NAMEPLATE OR LOGO
6. Club Protector Rain Awning	COMPLY	
7. Sand Buckets (2)	COMPLY	
8. Scuff Guards on rear of cart	COMPLY	
9. Sweater basket	COMPLY	
10. Single point battery fill system with hose supply	COMPLY	
11. Drink Holders	COMPLY	
12. Wheel Cover (4)	COMPLY	
13. Installation of Battery Chargers	DO NOT COMPLY	- CLUB'S RESPONSIBILITY
14. Color Options	EXCEEDS	- 6 STANDARD COLORS

**2.5 Name & Address of company/person that will be maintaining the carts:**

Company Name: TOTAL GOLF CART  
 Address: 1140 SOUTH US HWY 1  
 City/State/Zip: VERO BEACH, FL 32962  
 Company Representative: DOUG JAMES  
 Phone Number: 772-778-0468 Fax: \_\_\_\_\_

**NOTE: Attach this sheet & Product Specifications to RFP Document**

**2.6 NOTE: A COPY OF THE VENDOR'S AGREEMENT OR CONTRACT, IF REQUIRED, MUST BE SUBMITTED WITH PROPOSAL, AND WILL BE CONSIDERED IN AWARD EVALUATION FOR SUITABILITY TO MEET THE DISTRICT'S REQUIREMENTS. BBRD RESERVES THE RIGHT TO AMEND SAID CONTRACTUAL AGREEMENT TO ENSURE LEGAL REQUIREMENTS AND THE NEEDS OF THE DISTRICT.**

**2.7** The vendor shall maintain the entire fleet of carts in good working condition at all times. All carts that are rendered out-of-condition as a result of poor mechanical condition or mechanical or structural failure not caused through normal use, shall be replaced by the Vendor if the "downtime" is longer than 24 48 HRS hours and if the District requests the replacement.

**2.8** Vendor agrees to furnish 24 48 HRS hour service on carts, chargers and batteries, and shall supply all parts as needed at no cost to the District. THAT FALL UNDER WARRANTY PER ATTACHED WARRANTY

**2.9** Vendor agrees to replace all batteries that will not hold a 36-hole charge. All replacement batteries shall be new batteries. NO UNDER TERMS OF ATTACHED WARRANTY



## PROPOSAL

### *Company Profile*

**Club Car combines a quality-driven philosophy, an innovative spirit, and a solutions-oriented approach to business. Club Car has established itself as a leading global manufacturer of vehicles that serve the golf, rough terrain, private owner, and commercial markets.**

#### **Founded in 1958 in Houston, Texas,**

Club Car, LLC moved to Augusta in 1962. Ingersoll Rand (NYSE: IR, [www.ingersollrand.com](http://www.ingersollrand.com)), a diversified multinational manufacturer of industrial and commercial equipment and components, acquired the company in 1995. Club Car employs more than 1,400 people worldwide and has a presence in more than 120 countries.

#### **In addition to golf cars,**

Club Car also manufactures a full line of turf maintenance and utility vehicles as well as hospitality and mobile merchandising vehicles to support the needs of golf course owners and operators. Off the course, Club Car has a growing presence in the rough terrain market, where its XRT vehicles are making jobs around the farm and lake easier and more enjoyable.

#### **More and more Club Car vehicles**

are showing up in communities where private owners are choosing the convenience and efficiency of a well-equipped golf car for short trips over the family automobile. One of the fastest growing segments of the Club Car business is its custom vehicles group, which combines imagination with decades of experience to meet the specific needs of a wide range of customers.

#### **Club Car is the world's largest manufacturer**

of small-wheel electric vehicles. Our worldwide distribution network of distributors, dealers, and factory branch locations also complements Club Car's direct sales operations and supports customers' needs wherever they might arise.

#### **Club Car introduced the Solutions Network™ in 2002**

to enhance its expertise and products in areas beyond vehicle sales. As an alliance of leading providers of complementary products and services, the Solutions Network is designed to help customers increase revenues and control costs.

#### **Club Car is part of Ingersoll Rand Company Limited (NYSE: IR).**

Ingersoll Rand is a diversified industrial company providing products, services, and integrated solutions to industries ranging from transportation and manufacturing to food retailing, construction, and agriculture. With a 100-year-old heritage of technological innovation, Ingersoll Rand helps companies worldwide to be more productive, efficient, and innovative. For more information, please visit [www.ingersollrand.com](http://www.ingersollrand.com).





## PROPOSAL



## Precedent i2 Excel

### FEATURES & BENEFITS

- Industry-leading (6) 8-volt battery, 48-volt power plant.
- Innovative Excel™ Drive System reduces maintenance and improves uptime with features like low-speed motor braking, hill descent assist, regenerative braking, and top speed control / speed range programming.
- The industry's tightest clearance circle provides superior maneuverability
- SportDrive™ steering and suspension provide an invigorating, sports car-like driving experience.
- PowerShield™ protective battery housing safeguards electrical power systems from chemicals, water, and ground debris.
- Monsoon Top™ has built-in drain spouts to automatically channel water straight to the ground.
- 360 degree bumper system protects the frame and overall vehicle.
- Molded-in body color with no clear coat or paint to worry about.
- IQDM diagnostic tool: keep your entire fleet operating at peak capacity and profitability.
- Sleek, functional dash allows golfers to easily see items and is easy to clean.

POWER SOURCE	
Batteries	(6) 8-volt batteries
Charger	ERIC High Efficiency
Horsepower	3.3 hp
STEERING / SUSPENSION	
Steering	Self-compensating double reduction helical rack and pinion
Front Suspension	Independent leaf spring with dual hydraulic shocks
Brakes	Self-adjusting rear mechanical drum
Park Brake	Foot-operated, multi-lock
BODY / CHASSIS	
Frame Chassis	Ladder-style aluminum box beam
Body / Body Color	Formion® / Molded in
Front / Rear Tires	18 x 8.50-8 / 18 x 8.50-8
Kickplate	Yes
Seating Capacity	2
DIMENSIONS	
Overall L x W x H	91.5 in x 47.25 in x 68.5 in (232 cm x 120 cm x 174 cm)
Wheelbase	65.5 in (166.4 cm)
Ground Clearance	4.5 in (11.4 cm)
Floor Height	12 in (30.5 cm)
Tread	34.5 in / 38.5 in (87.6 cm / 97.8 cm)
Dry Weight (Less Batteries)	495 lb (224.5 kg)
Speed Range	7 speed settings: 5 to 19 mph; 2 acceleration settings: Aggressive or traditional; 3 pedal-up braking settings: None, mild and aggressive; Speed adjustment in 0.1 mph increments
Vehicle Warranty	4-year: batteries (25,000 amp hours* or 1,000 rounds), canopy, electronics, pedal group, seats, suspension. 3-year: body panels, electric power train. 2-year: all remaining components. Limited lifetime: frame *Based on the proper use of the water deionizer filtering system

There are no warranties, express or implied, contained herein. See Limited Warranty found in the owner's manual or write to Club Car, LLC. The company reserves the right to make design changes without obligation to make these changes on units previously sold. These vehicles are designed and manufactured for off-road use only. They do not conform to Federal Motor Vehicle Safety Standards for automobiles or to FMVSS 500 for low-speed vehicles, and are not equipped for operation on public streets, roads or highways.





## PROPOSAL

# October 10, 2016 Quotation/Accessory Page

We are pleased to present the following quotation to Barefoot Bay for your consideration.

Proposal based on delivery date of approximately 12/15/2016, Freight Terms – F.O.B. Augusta

Qty.	Description
33	2017 Precedent I2 Excel Electric Golf Cars
	Including the following equipment:
	Canopy Top
	Information Holder
	Hinged Windshield
	(2) Number Decals
	Choice of Club Logo or Custom Nameplate
	Club Protector Rear Rain Cover
	Driver Side and Passenger Side Sand Bucket
	Molded-in Scuff Guards
	Sweater Basket
	(6) 8-volt PowerDrive Plus Batteries with Single Point Watering
	Drink/Cup Holders
	Wheel Covers
	Chargers: ERIC Solid State 9ft DC Cord / 6ft AC Cord
	Premium Tires
	Freight & Prepping

Please note the following:

1. Color options include all standard colors consisting of 6 choices
2. Barefoot Bay will be responsible for hanging/securing the new chargers that come with the new golf car fleet

**Grand Total** See Lease

**Customer Initial** \_\_\_\_\_



PROPOSAL

## 36 Month & 48 Month Operating Lease Options

Club Car agrees to offer the following Operating Lease rates to Barefoot Bay. The rates listed are based on credit approval, are offered through Club Car's primary funding source which is DLL and include the equipment as stated on the Quotation/Accessory Page.

### 36 Month Operating Lease

# Cars	Description	Per Car Monthly Payment	Total Monthly Payment	Total Annual Payment
33	2016 Precedent I2 Excel	\$83.48	\$2,754.84	\$33,058.08

### 48 Month Operating Lease

# Cars	Description	Per Car Monthly Payment	Total Monthly Payment	Total Annual Payment
33	2016 Precedent I2 Excel	\$70.72	\$2,333.76	\$28,005.12

The above quote is firm for 30 days and is based on today's interest rate. After 30 days should vehicle prices or interest rates fluctuate, this rate will be adjusted accordingly. Barefoot Bay may be required to submit credit information for credit approval. Any applicable state, local, and property tax not included.

Customer Initial \_\_\_\_\_



## PROPOSAL

# Terms and Conditions for Returning Vehicles or Trade-Ins

### Sole Responsibility

Barefoot Bay agrees to accept sole responsibility for any loss or damage to its returned cars beyond ordinary wear due to normal use. The returned cars must meet the following conditions:

- 1.) All cars must be free of all liens and encumbrances.
- 2.) All cars must be capable of running at least 9 holes of golf.
- 3.) All cars must be the same quantity and year model as originally evaluated.
- 4.) All cars must be clean, and free of trash, scorecards, pencils, tees, etc.
- 5.) All cars must have a working charger.
- 6.) All cars must have four serviceable tires that retain proper air pressure.
- 7.) All cars must steer properly in all directions.
- 8.) All batteries must be free of corrosion, and properly filled with water.

If any of the above conditions are not met by Barefoot Bay, Club Car reserves the right to withhold any and all Special Considerations stated in this agreement.

Furthermore, Barefoot Bay agrees to pay the following charges if the below conditions are found upon Club Car's inspection of the returned cars:

- |   |                       |
|---|-----------------------|
| 1.) Severely damaged or missing chargers              | \$ 200.00 per charger |
| 2.) Inoperable cars                                   | \$ 200.00 per car     |
| 3.) Minor damage (damage to bodies, bumpers or seats) | \$ 350.00 per car     |
| 4.) Major damage (frame damage, wrecked cars, etc.)   | \$ 700.00 per car     |

Customer:

Club Car: Rick DeMott

Signature:

Signature: *Rick DeMott*

Title:

Title: Territory Manager

Date:

Date: October 10, 2016





## PROPOSAL

# Special Considerations

**Club Car agrees to include the following:**

- (1) Niagra Flow-rite deionizer water filter (required for the 25,000 amp hour warranty)
- (1) IQDM display module for golf car diagnostics and fleet management

### Service and Warranty

Service and Warranty repairs will be handled through Club Car's authorized dealer Total Golf Cart located in Vero Beach, Florida. Warranty information attached.

Service calls shall be made within forty-eight (48) hours, and if not repairable a replacement / loaner will be supplied to Barefoot Bay within forty-eight (48) hours of service call if requested. Warranty related repairs will be completed within four (4) days of initial service call. In addition, one (1) loaner car will be provided for every one (1) fleet car that is not operational within four (4) days from the time reported due to a warranty related issue. Transportation needed for warranty repairs will be at the expense of the bidder while transportation needed for non-warranty repairs will be at the expense of Barefoot Bay. Repairs for non-warranty items to include wrecked cars, abuse, and vandalism will be completed as quickly as possible and will be determined by the extent of the damage to be repaired.

The Bidder warrants that new Equipment manufactured by it and delivered hereunder will be free of defects in material and workmanship for the periods of time specified in the applicable limited warranty statements of the Bidder for such Equipment, each of which is incorporated herein by reference.

OTHER THAN THOSE WARRANTIES SET FORTH HEREIN, THE BIDDER MAKES NO OTHER WARRANTIES, STATUTORY, AT LAW, EXPRESS OR IMPLIED, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

Customer Initial \_\_\_\_\_



PROPOSAL

## Acceptance of Proposal By Barefoot Bay

**33 Fleet Cars colors requested:**

Body Color: Cashmere\_\_\_\_\_ Beige\_\_\_\_\_ White\_\_\_\_\_ Green\_\_\_\_\_ Platinum\_\_\_\_\_ Sapphire Blue\_\_\_\_\_

Top Color: White\_\_\_\_\_ Beige\_\_\_\_\_ Black\_\_\_\_\_

Seat Color: White\_\_\_\_\_ Beige\_\_\_\_\_ Gray\_\_\_\_\_ Black\_\_\_\_\_

Rear Bag Cover: Beige\_\_\_\_\_ Black\_\_\_\_\_ Green\_\_\_\_\_

**Lease Term selected:** 36 Month\_\_\_\_\_ 48 Month\_\_\_\_\_

**Proposal Accepted by: Barefoot Bay**

**Customer:** \_\_\_\_\_

Club Car: Rick DeMott \_\_\_\_\_

**Signature:** \_\_\_\_\_

Signature: *Rick DeMott* \_\_\_\_\_

**Title:** \_\_\_\_\_

Title: Territory Manager \_\_\_\_\_

**Date:** \_\_\_\_\_

Date: October 10, 2016 \_\_\_\_\_





## **CLUB CAR® LIMITED WARRANTY FOR PRECEDENT VEHICLES**

**WARRANTY:** CLUB CAR, LLC ("CLUB CAR") hereby warrants to the Original Purchaser or Lessee, as those terms are defined herein, and subject to the provisions, limitations and exclusions in this limited warranty, that its new vehicle or new component purchased from CLUB CAR or an Authorized Dealer or Distributor shall be free from defects in material and workmanship under normal use and service for the periods stated below, subject to the provisions, limitations and exclusions in this limited warranty.

This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed below for the periods specified. Such repair labor shall be performed only by CLUB CAR, its Authorized Dealers or Distributors, or a service agency approved by CLUB CAR. For repairs made by qualified technicians other than CLUB CAR's factory technicians or an Authorized Dealer or Distributor, CLUB CAR will provide only the replacement parts or components.

IF THE WARRANTY REGISTRATION FORM IS NOT COMPLETED AND RETURNED TO CLUB CAR AT THE TIME OF THE ORIGINAL RETAIL SALE, PURCHASER MUST PROVIDE PROOF OF DATE OF PURCHASE WITH ANY WARRANTY CLAIM.

	I2L	I2	V4
<b>VEHICLE MAIN FRAME</b>	<b>LIMITED LIFETIME</b>		
<b>GASOLINE POWERTRAIN:</b> Engine, transaxle, torque converter (drive and driven).	5	5	5
<b>SUSPENSION:</b> Steering gearbox, steering column, shocks, and leaf springs.	4	4	4
<b>MAJOR ELECTRONICS:</b> Solid state speed controller and battery charger.	4	4	4
<b>DEEP CYCLE BATTERY:</b> 25,000 amp hours as recorded by the controller, or four years, whichever occurs first, for vehicles properly maintained using an authorized deionizer system. Otherwise, 20,000 amp hours or four years, whichever occurs first.	4	4	4
<b>PEDAL GROUP:</b> Pedal group mechanical assembly, brake cluster assemblies, and brake cables.	4	4	4
<b>SEATS:</b> Seat bottom, seat back, and armrests.	4	4	4
<b>CANOPY SYSTEM:</b> Canopy, rear canopy supports, drainage system and Structural Accessory Module (SAM).	4	4	4
<b>ELECTRIC POWERTRAIN:</b> Electric motor, transaxle and MCOR.	3	3	3
<b>GASOLINE SYSTEMS:</b> Air intake system, exhaust system, and starter generator.	3	3	3
<b>BODY GROUP:</b> Beauty panels, and front and rear underbody.	3	3	3
<b>ALL REMAINING COMPONENTS:</b> Solenoid, GCOR, limit switches, voltage regulator, F&R switch, and options and accessories supplied by CLUB CAR, including components not specified otherwise.	2	2	2

**EXCLUSIONS:** Excluded from any CLUB CAR warranty is damage to a vehicle or component resulting from a cause other than a defect including poor maintenance, neglect, abuse, accident and collision, maintenance adjustments, unreasonable or unintended strain or use, improper installation of accessories (such as connecting any accessories to less than the full pack of batteries), installation of parts or accessories that are not original equipment including non-approved GPS systems, non-approved alteration and acts of God. Also excluded from any CLUB CAR warranty are all fuses, filters, decals (except safety decals), lubricants, routine wear items such as the charger plug and receptacle, engine mounts, mats, pads, spark plugs, light bulbs, brake shoes, belts, brushes, bushings, drive buttons, cosmetic deterioration, and items that deteriorate, fade or fail due to exposure or ordinary wear and tear.



The provisions of this limited warranty shall not apply to failure due to the following conditions:

1. Batteries

- 1.1 Improper charging of a vehicle due to the use of a battery charger model not approved by Club Car for use with the vehicle.
  - 1.2 Use of water in batteries, including tap water that contains impurities. Distilled water or a properly maintained, Club Car approved battery water deionizer and filter system should be used to ensure water quality.
  - 1.3 Abuse such as overcharging, undercharging, improper fluid levels, loose wiring and fasteners, or rusted or corroded hardware.
  - 1.4 Use of energy management systems that do not allow a minimum of 12 hours of charge time to assure proper charging.
  - 1.5 Use of any accessories that do not draw power off the complete 48V pack.
  - 1.6 Neglect, breakage, freezing, fire, explosion, wreckage, melted terminal posts, the addition of any chemical, or the operation of the battery in an uncharged condition (below half charge 1.200 specific gravity); the installation of the batteries in reverse or recharging in reverse, breakage of containers, covers, or terminal post, or batteries used in applications for which they were not designed.
  - 1.7. A battery damaged by a defective charger or batteries in vehicles that do not receive proper charging.
  - 1.8. A vehicle not having an operational charger on a circuit that has the parameters specified in the vehicle owner's manual (the number of operational chargers must equal the number of operational vehicles), or use of an unapproved algorithm.
2. Lack of proper maintenance such as preventive maintenance checks, proper rotation of vehicles in a fleet application, maintaining proper tire pressure and alignment and tightening loose wire connections as outlined in the owner's manual.
3. Damages caused by improper installation of the component.
4. Failed semiconductor parts such diodes and fuses that are vulnerable to electrical overloads (including lightning) beyond the control of CLUB CAR.
5. Damaged charger AC and DC cord set with plug, which is a wear item and subject to user abuse.
6. Use of gasoline containing more than 10% ethanol. Transportation expenses for warranty services are also excluded from this warranty.

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, CLUB CAR does not warrant that its vehicle or components such as batteries, computer, controller or electrical device are suitable for use in any application other than in its products. As in the use of any vehicle, batteries, computer, controller or electrical device, a prudent owner will read and study the owner's manual, the operator instructions and the warning labels; and will exercise due care in working on or around vehicles, batteries or electrical devices.

Transportation expenses for warranty services are also excluded from this warranty.

**VOIDING OF WARRANTY:** THIS AND ANY OTHER WARRANTY SHALL BE VOID IF THE VEHICLE OR COMPONENT IS ABUSED OR USED IN AN UNINTENDED MANNER OR SHOWS INDICATIONS THAT IT HAS BEEN ALTERED IN ANY WAY, INCLUDING, BUT NOT LIMITED TO, MODIFICATION OF THE SPEED GOVERNOR, BRAKING SYSTEM, STEERING, TRANSAXLE, OR OTHER OPERATING SYSTEMS OF THE CAR TO CAUSE IT TO PERFORM OUTSIDE CLUB CAR SPECIFICATIONS. THE WARRANTY IS LIKEWISE VOID IF THE VEHICLE SHOWS INDICATIONS THAT REASONABLE OR NECESSARY MAINTENANCE AS OUTLINED IN THE OWNER'S MANUAL AND MAINTENANCE AND SERVICE MANUAL WAS NOT PERFORMED AT THE TIME AND IN THE MANNER SPECIFIED IN SUCH MANUALS.





## PROPOSAL

**SOLE REMEDY:** CLUB CAR's liability under this limited warranty or in any action whether based upon warranty, contract, negligence, strict product liability or otherwise, shall be the repair or replacement, at CLUB CAR's option, of the vehicle or component thereof that CLUB CAR deems to be defective. Replacement shall mean furnishing, during the applicable limited warranty period, a new vehicle or factory-reconditioned vehicle or component thereof that is identical or reasonably equivalent to the warranted product or component at no cost to the purchaser. Repair shall mean remedying a defect in the vehicle or component thereof at no cost to the purchaser during the applicable limited warranty period. CLUB CAR reserves the right to test and recharge any component returned for adjustment. If CLUB CAR elects to repair the vehicle or component, it may provide factory-reconditioned parts or components. All parts and components replaced under warranty shall become the property of CLUB CAR.

**DISCLAIMER:** THIS LIMITED WARRANTY IS EXCLUSIVE. CLUB CAR MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY CLUB CAR AND EXCLUDED FROM THIS WARRANTY. THE PURCHASER AND CLUB CAR EXPRESSLY AGREE THAT THE SOLE REMEDY OF THE REPLACEMENT OR REPAIR OF THE DEFECTIVE VEHICLE OR COMPONENT THEREOF IS THE SOLE REMEDY OF THE PURCHASER. CLUB CAR MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF CLUB CAR HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT, WHICH IN ANY WAY VARIES THE TERMS OF THIS WARRANTY.

In the event that another pre-printed warranty document, certificate or both offered by or through Club Car at the time of sale of this vehicle (each an "Additional Warranty Document") is deemed to conflict with the limitations or exclusions contained herein, the limitations and exclusions contained herein shall continue to apply to both this limited warranty statement and, to the maximum extent permitted by law, to each Additional Warranty Document.

**NO CONSEQUENTIAL DAMAGES:** IN NO EVENT SHALL CLUB CAR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS RELATED TO PROPERTY OTHER THAN THE VEHICLE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, OR ANY OTHER ECONOMIC LOSS.

Some states allow neither limitation on the duration of an implied warranty nor exclusions or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

**HOW TO MAKE A WARRANTY CLAIM:** To make a warranty claim under this limited warranty, you must present the vehicle or defective component with evidence of proof of purchase date and number of amp hours (if applicable) to an authorized CLUB CAR dealer.

For warranty-related communication, contact Warranty Services, Club Car, 4125 Washington Rd., Evans, GA 30809, USA, 706.863.3000.

**WARNING:** Any modification or change to the vehicle that affects the electrical system, stability or handling of the vehicle, or increases maximum vehicle speed beyond factory specifications, could result in severe personal injury or death.





## PROPOSAL

### Credit Application

To protect information privacy, return your completed application directly to Customer Finance or Customer Service.

Applicant's Legal Name		Phone	Fax
Billing Address		Shipping Address	
City	State	County	Zip
<b>Type of Ownership</b> <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Limited Liability Company Federal ID Number _____ Registration Number _____ Please attach a copy of resale/tax-exempt certificate if applicable.			
<b>Ownership / Business Information</b>			
Owner/Officer Name		Percentage Held	Title
Home Address		Soc. Security #	
Owner/Officer Name		Percentage Held	Title
Home Address		Soc. Security #	
Owner/Officer Name		Percentage Held	Title
Home Address		Soc. Security #	
Financial Officer/Controller	Phone Number		Estimated Club Car Credit Limit Requested \$
Accounts Payable Contact	Email Address		Estimated Floorplan Credit Limit Requested \$
Email Address for Invoice Delivery (Retail Accounts Only)			
Date Business Started		Parent Company	
Additional Location Address			



## PROPOSAL

### Trade References (three required)

Name	Contact/Telephone	Fax	
Address	City	State	Zip
Name	Contact/Telephone	Fax	
Address	City	State	Zip
Name	Contact/Telephone	Fax	
Address	City	State	Zip
Name	Contact/Telephone	Fax	
Address	City	State	Zip

### Bank Reference and Release

Name of Bank	Contact/Telephone	Fax	
Address	City	State	Zip
Checking Account No.	Loans <input type="checkbox"/> Yes <input type="checkbox"/> No	Loan Account Number	Line of Credit <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>By signing this Credit Application, we hereby authorize the above-named bank and trade creditors to release credit information concerning our company and account shown above to be used exclusively for the purpose of credit evaluation. All information given will be held confidential. Applicant(s) signature attests to the financial responsibility, ability, and willingness to pay invoices in accordance with terms of sale from date of Invoice. The above information is for credit and financial responsibility. We further authorize Club Car, LLC and any such bureau or agency to obtain additional credit reports on us from time to time in connection with the extension or continuation of such business credit. This shall also be a continuing authorization for all present and future disclosures of account information and credit experience on applicant made by Club Car or its business partners.</p> <p><b>BY SIGNING BELOW, THE PERSON(S) EXECUTING THIS DOCUMENT ACKNOWLEDGE THEY HAVE READ OUR TERMS AND CONDITIONS OF CREDIT (SCHEDULE A).</b></p>			
Signature (Owner/Officer)	Date	Signature (Owner/Officer)	Date
Printed Name	Title	Printed Name	Title
Club Car Sales Representative Name	Signature		Date





## PROPOSAL

### TERMS AND CONDITIONS OF CREDIT

#### 1. PAYMENT

- a. Any payment received from the buyer, whose signature appears on the credit application ("Buyer"), by Club Car, LLC ("Seller") may be applied by Seller against any obligation owing by Buyer to Seller, regardless of any statement appearing on or referring to such payment, without discharging Buyer's liability for any additional amounts owing by Buyer to Seller. The acceptance by Seller of such payment shall not constitute a waiver of Seller's right to pursue any remaining balance.
- b. On any invoice not paid when due, Buyer shall pay a late charge from the due date to the date of actual payment at the rate of 12% per annum (or such lower rate as may be the maximum permitted by law. In the event that Seller shall, inadvertently or otherwise, charge Buyer a higher rate than permitted by applicable law, Seller shall make such refund to Buyer as law requires, which refund shall constitute liquidated damages for such unlawful charges.). Should Buyer fail to make any payment required hereunder, Seller may, without notice, declare all obligations of Buyer to Seller ("Obligations") immediately due and payable, whether or not such late charges are included in any statement of account rendered by Seller to Buyer.
- c. Should any dispute arise with respect to any goods delivered by Seller to Buyer, Buyer shall nevertheless pay all invoices covering goods not in dispute, without setoff, defense or counter-claim.
- d. Buyer irrevocably agrees that it will not, without Seller's prior written consent in each instance, tender any payments for less than the full amount of the invoices to which said payment applies ("Partial Payments"). Any Partial Payments tendered by or for the account of Buyer shall not extinguish or otherwise affect any unpaid portion of the subject invoices, despite any notation on or accompanying said payment such as "in full payment", "in full satisfaction", or words of similar effect.
- e. In the event that either Buyer or Seller finds it necessary to retain counsel in connection with the negotiation, workout, extension, modification, enforcement, or collection of any contract between them, Buyer shall pay the attorney's fees and expenses of Seller.
- f. Buyer and agent (as defined below) represent that all checks issued to Seller will be honored by the drawee bank, and that no checks will be so issued unless Buyer then has funds on deposit in an amount sufficient to cover all checks issued by Buyer. Buyer, as will the Agent, acknowledges that this representation will be materially relied upon by Seller in extending credit to Buyer.
- g. Buyer agrees to reimburse Seller for all costs and expenses, including attorneys' fees, which Seller incurs in enforcing any judgment rendered in connection with this Agreement. This provision is severable from all other provisions hereof and shall survive, and not be deemed merged into, any such judgment.
- h. The credit extensions made by Seller shall be evidenced by one or more accounts or records maintained by the Seller in the ordinary course of business. The accounts or records maintained by the Seller shall be conclusive absent manifest error of the amount of the Obligations and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Buyer to pay any amount owing with respect to the Obligations.

#### 2. SALE OF BUSINESS

Buyer will not sell all or a substantial portion of its assets to another entity (the "Successor") without the prior written consent of the Seller. In the event that Buyer does not provide such notice to Seller and the business previously conducted by Buyer is or may be continued by the Successor, Buyer shall be liable for and shall pay on demand the amount of all accounts receivable due by Successor to Seller arising from the date of such sale of assets to the date Seller learns of such asset sale.

#### 3. BUYER'S RECEIPT OF GOODS WHILE INSOLVENT

In the event that Buyer receives any goods from Seller while Buyer is insolvent (as such terms is used in §2-702 of the Uniform Commercial Code), this writing and the invoices received from Seller relating to such goods shall constitute Seller's demand for reclamation of such goods.

#### 4. WITHDRAWAL OF CREDIT APPROVAL

Seller reserves the right before shipment of any goods ordered by Buyer from Seller, to require that all or a portion of the purchase price relating thereto be paid to Seller, in good funds, prior to shipment.

#### 5. MATERIAL ADVERSE CHANGE IN BUYER'S FINANCIAL CONDITION

Notwithstanding the stated due date of any obligations, all Obligations shall become immediately due and payable, without notice, in the event that Seller determines there to have been a material adverse change in the financial condition or business affairs of the Buyer so that in Seller's reasonable judgment Buyer's ability to pay the Obligations has become impaired.



## PROPOSAL

### 6. VERIFICATION OF CREDIT REFERENCES

Seller is authorized to contact any credit references provided by Buyer, and to disclose any information reasonably necessary to determine Buyer's credit worthiness. Seller is also authorized to obtain personal credit reports on any partner, principal, officer, or potential guarantor in determining Buyer's creditworthiness. Seller may also disclose any information concerning its relationship with Buyer which is requested by anyone identifying themselves as an existing or potential creditor of Buyer.

### 7. OBLIGATIONS OF BUYER

By signing the credit application the Buyer acknowledges that:

- a. Buyer has read and agrees to be bound by these terms and conditions, and they will govern and apply to all transactions between Buyer and Seller, unless specifically modified by a writing signed by Seller;
- b. All statements set forth herein are true and correct, and such statements will be materially relied upon by Seller in extending credit to the Buyer; and
- c. Buyer shall provide Seller with year-end financial statements annually or when requested by Seller to determine credit worthiness.

### 8. EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because of all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.

### 9. DISCLOSURE OF BUYER'S RIGHT TO A STATEMENT OF SPECIFIC REASONS FOR ACTION

If this application is not approved in full or if any other adverse action is taken with respect to Buyer's credit, Buyer has the right to request within 60 days of Seller's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request.



# BAREFOOT BAY RECREATION DISTRICT

**Golf Cart Lease RFP Evaluation Committee**  
**Wednesday, 12Oct16**  
**10AM Bldg. D**

Golf Operations Manager Ernie Cruz called the meeting to order at 10AM

## **Roll Call**

Committee Members Present: Ernie Cruz, Brian Lavier, John Armstrong, Joe Klosky (non-voting member) and John W. Coffey (non-voting member).

## **Selection of Chairman**

Ernie Cruz nominated John Armstrong as Chairman, seconded by Brian Lavier. Motion carried 3-0.

## **Opening of Proposals**

Chairman Armstrong opened and distributed copies of proposals from the following vendors:

- Club Car
- EZ Go
- Yamaha

Consensus of the committee to review the materials and meet next Monday (without oral interviews) to rank them.

Ernie Cruz reviewed the pros and cons of the demo units each vendor supplied the Golf Course over the summer.

Motion by Ernie Cruz to adjourn, seconded by Brian Lavier. Motion carried 3-0.

Next meeting will be on Monday, 17Oct16 10AM in Bldg. D.

Meeting adjourned at 10:22AM



# BAREFOOT BAY RECREATION DISTRICT

**Golf Cart Lease RFP Evaluation Committee**  
**Monday, 17Oct16**  
**10AM Bldg. D**

## **Welcome**

Chairman Armstrong welcomed everyone and asked that attendees to stand for the pledge of allegiance to our flag.

## **Roll Call**

Committee Members Present: Ernie Cruz, Brian Lavier, John Armstrong, Joe Klosky (non-voting member) and John W. Coffey (non-voting member).

## **General Discussion**

Each voting member spoke about the strengths and weaknesses of the proposals from their perspective. Specifically Ernie Cruz stated Yamaha had the best price and met the criteria and more. Brian Lavier stated Yamaha was the best bang for the buck. John Armstrong stated Yamaha submitted the best package.

## **Ranking of Proposals**

The voting members and one non-voting member (Mr. Klosky) submitted their ranking sheets for tabulation. The cumulative scores of the three voting members is:

- Club Car 185.75
- EZ Go 207.00
- Yamaha 275.00

Motion by Brian Lavier to recommend Yamaha as the new vendor based on final ranking, seconded by Ernie Cruz. Motion carried 3-0.

Motion by Ernie Cruz to dissolve the committee and to adjourn, seconded by Brian Lavier. Motion carried 3-0.

Meeting adjourned at 10:05AM



# Golf Cart Lease RFP Ranking Sheet

No.	COMPANY NAME	Summary of Specifications			Adequacy of Plan			Cost			Total Score
		Weight	Raw score	Weighted Score	Weight	Raw score	Weighted Score	Weight	Raw score	Weighted Score	
			0-10			0-10			0-10		
1	Yamaha	3.5	26.50	92.75	2.5	26.50	66.25	4.0	29.00	116.00	275.00
2	EZ Go	3.5	21.00	73.50	2.5	23.00	57.50	4.0	19.00	76.00	207.00
3	Club	3.5	21.50	75.25	2.5	21.00	52.50	4.0	14.50	58.00	185.75
4											
5											
6											
7											

Comments:

Cumulative rankings of the RFP Evaluation Committee

Submitted By:



17-Oct-16

Title:

Community Manager

Golf Cart Lease RFP Ranking Sheet

No.	COMPANY NAME	Summary of Specifications			Adequacy of Plan			Cost			Total Score
		Weight	Raw score	Weighted Score	Weight	Raw score	Weighted Score	Weight	Raw score	Weighted Score	
			0-10			0-10			0-10		
1	Chn Car	3.5	5.5	19.25	2.5	5	12.5	4.0	3.5	14.0	45.75
2		3.5			2.5			4.0			
3	E-Z GO	3.5	6.0	21.0	2.5	7	17.5	4.0	4.0	16.0	54.50
4		3.5			2.5			4.0			
5	YAMAHA	3.5	8.5	29.75	2.5	8.5	21.25	4.0	10	40.0	91.0
6		3.5			2.5			4.0			
7		3.5			2.5			4.0			

Comments:

In my opinion YAMAHA REPRESENTS THE BEST CHOICE FOR US AT THIS TIME

Submitted By:

Title:

John Arms Trone  
CHAIRMAN of RFP Comm.



# Golf Cart Lease RFP Ranking Sheet

No.	COMPANY NAME	Summary of Specifications			Adequacy of Plan			Cost			Total Score
		Weight	Raw score	Weighted Score	Weight	Raw score	Weighted Score	Weight	Raw score	Weighted Score	
			0-10			0-10			0-10		
1	CLUB CAR	3.5	9		2.5	9		4.0	5		
2	EZ GO	3.5	8		2.5	9		4.0	7		
3	YAMAHA	3.5	10		2.5	10		4.0	10		
4		3.5			2.5			4.0			
5		3.5			2.5			4.0			
6		3.5			2.5			4.0			
7		3.5			2.5			4.0			

Comments:

YAMAHA PROVIDES THE MOST BANG FOR THE BUCK.

Submitted By:

ERIN CRON

Title:

GOLF OPERATIONS MANAGER

# Golf Cart Lease RFP Ranking Sheet

No.	COMPANY NAME	Summary of Specifications			Adequacy of Plan			Cost			Total Score
		Weight	Raw score	Weighted Score	Weight	Raw score	Weighted Score	Weight	Raw score	Weighted Score	
			0-10			0-10			0-10		
1	CLUB CAR	3.5	7	24.5	2.5	7	17.5	4.0	6	24	66
2	E-Z GO	3.5	7	24.5	2.5	7	17.5	4.0	8	32	74
3	YAMAHA	3.5	8	28.	2.5	8	20	4.0	9	36	84
4		3.5			2.5			4.0			
5		3.5			2.5			4.0			
6		3.5			2.5			4.0			
7		3.5			2.5			4.0			

Comments:

I FEEL THAT FOR OUR OVER ALL BEST BANG FOR OUR BUCK,  
THAT YAMAHA WOULD BE THE RIGHT CHOICE FOR OUR COURSE.

Submitted By:

Title:

Brian K. Lawin  
GOLF COURSE LIASON

# Golf Cart Lease RFP Ranking Sheet

No.	COMPANY NAME	Summary of Specifications			Adequacy of Plan			Cost			Total Score
		Weight	Raw score	Weighted Score	Weight	Raw score	Weighted Score	Weight	Raw score	Weighted Score	
			0-10			0-10			0-10		
1	Club Car	3.5	8	28	2.5	7	17.5	4.0	8	32	77.5
2	E-Z-Go	3.5	8	28	2.5	6	15	4.0	7	28	81
3	yamaha	3.5	10	35	2.5	10	25	4.0	10	40	100
4		3.5			2.5			4.0			
5		3.5			2.5			4.0			
6		3.5			2.5			4.0			
7		3.5			2.5			4.0			

Comments:

Submitted By:

Title:

Joseph P. Lasky (non-voting member)  
Chairman, Board of Trustees

<b>Meeting Date</b>
October 25, 2016



<b>Agenda</b>	
<b>Section</b>	<b>9</b>
<b>Item No</b>	<b>B</b>

Agenda Report  
*Barefoot Bay Recreation District Board of Trustees*

**Subject:** FY16 Various Capital Projects Budget Amendment and Resolution

**Dept./Office:** Administration - Finance Office

**Requested Action:** Review and Approve Budget Amendment and Resolution

**Summary Explanation and Background:**

In FY16, Board has approved various projects that require Budget Amendments to FY16 Adopted Budget. The projects require funding are: CCTV Replacement and Expansion project, Replacement 19<sup>th</sup> Hole Oven project, Bldg. D Ceiling Mounted Projector and Screen project and Replacement of 19<sup>th</sup> Hole Floor Project. The details for these projects are as following:

**CCTV Replacement and Expansion Project:**

On 5/24/2016 BOT meeting, Board accept the quote from ATP Security for \$18,390 plus \$1,300 for first year maintenance of the CCTV system. On 6/10/2016 BOT meeting, Board accepted the change order for a Digital Watchdog 16 Channel NVR for \$2,135. Year-to-date expenditure for the project is \$19,232.81. The full amount of \$19,232.81 is required to be funded by Unassigned Fund Balance.

**Replacement of 19<sup>th</sup> Hole Oven Project:**

On 4/26/2016 BOT meeting, Board approved to replace the oven and fund the cost through the Building D/E bathroom project fund. Year-to-date expenditure for the project is \$4,667.97. The full amount of \$4,667.97 is required to be funded by Building D/E Bathroom (FY11) project.

**Bldg. D Ceiling Mounted Projector and Screen Project:**

On 4/26/2016 BOT meeting, Board approved the purchase of projector and screen from Hoover Electronics. Year-to-date expenditure for the project is \$5,968. The full amount of \$5,968 is required to be funded by Building D/E Bathroom (FY11) project, Signs, Entrance/Micco Road (FY10) project and Finance Contingency.

**Replacement of 19<sup>th</sup> Hole Floor Project:**

On 9/27/2016 BOT meeting, Board authorized proceeding with the project and to transfer the required budget from the balance of FY16 Lawnmower Replacement project. Year-to-date expenditure for the project is \$4,773.83. The full amount of \$4,773.83 is required to be funded by Replacement Lawnmower project.

Thus, the following budget amendments/transfers are required to be approved by BOT:

- 1) A budget amendment to allocate \$19,232.81 from Unassigned Fund Balance to CCTV Replacement and Expansion line item in Capital Department.
- 2) A budget amendment to allocate \$4,667.97 from Repairs and Maintenance Prior



<p>Year Funding line item in Buildings Sub-Department to 19<sup>th</sup> Hole Oven line item in Capital Department.</p> <p>3) A budget amendment to allocate \$433.45 from Repairs and Maintenance Prior Year Funding line item in Buildings Sub-Department, \$2,000 from Signs at Entrances/Micco Road line item in Capital Department and \$3,534.55 from Contingency line item in Finance Sub-Department to Bldg. D Ceiling Mounted Projector and Screen line item in Capital Department.</p> <p>4) A budget transfer to allocate \$4,773.83 from Replacement Lawnmower line item in Capital Department to Replacement of 19<sup>th</sup> Hole Floor line item in Capital Department.</p> <p>BBRD is permitted under state law (189.016(6)(c) FL. Statutes) to adjust the prior fiscal year budget (FY16) up to 60 calendar days after the end of said year.</p> <p>Staff recommends the BOT <u>approve the accompanying resolution authorizing the budget amendments/transfers to FY16 Adopted Budget.</u></p>
<p><b>Exhibits Attached:</b> Resolution; 4/26/16, 5/24/16, 6/10/16 &amp; 9/27/16 Agenda memos and minutes; Administration, Property Services and Capital Departments Report</p>
<p><b>Contact:</b> Kimi Cheng, Finance Manager; John W. Coffey, Community Manager</p>
<p><b>Fiscal Impact:</b> \$19,232.81 from Fund Balance</p>
<p><b>Contract/Agreement Reviewed by Attorney:</b> N/A</p>
<p><b>Community Manager's Approval:</b></p>

**RESOLUTION 2016 -**

**A RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE BAREFOOT BAY RECREATION  
DISTRICT AMENDING RESOLUTION 2015-12;  
AMENDING THE BUDGETS; PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, the Barefoot Bay Recreation District Board of Trustees adopted Resolution 2015-12, an operating Budget for the Fiscal Year beginning October 1, 2015 and ending September 30, 2016; and

**WHEREAS**, the Board of Trustees has ascertained that the following amendment is necessary to provide for the operation of the District for the fiscal year 2015/16:

An Amendment in the amount of \$19,232.81 to be allocated from Unassigned Fund Balance to CCTV Replacement and Expansion line item in Capital Department; and

An Amendment in the amount of \$4,667.97 to be allocated from Repairs and Maintenance Prior Year Funding line item in Buildings Sub-Department to 19th Hole Oven line item in Capital Department; and

An Amendment in the amount of \$433.45 to be allocated from Repairs and Maintenance Prior Year Funding line item in Buildings Sub-Department, \$2,000 to be allocated from Signs at Entrances/Micco Road line item in Capital Department and \$3,534.55 to be allocated from Contingency line item in Finance Sub-Department to Bldg. D Ceiling Mounted Projector and Screen line item in Capital Department; and

An Amendment in the amount of \$4,773.83 to be allocated from Replacement Lawnmower line item in Capital Department to Replacement of 19th Hole Floor line item in Capital Department; and

**WHEREAS**, on October 25, 2016 the Board of Trustees considered the above referenced budget amendments and transfers and directed that such budget amendment be approved by Resolution.

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

**THAT** the amendment and transfers shall be made to the operating Budget for the Fiscal Year beginning October 1, 2015 and ending September 30, 2016.

**THAT** the Community Manager and Finance Manager are directed to adjust the line items listed in FY16 Budget.

**THAT** this resolution shall become effective immediately upon adoption.

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

Chairman, Joseph Klosky  
Trustee, Lee Wright  
Trustee, Steve Diana  
Trustee, Brian Lavier  
Trustee, Frank Cavaliere

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 25<sup>th</sup> day of October, 2016.

**BAREFOOT BAY RECREATION DISTRICT**

By: \_\_\_\_\_  
JOSEPH KLOSKY,  
CHAIRMAN

\_\_\_\_\_  
STEVE DIANA,  
SECRETARY

<b>Meeting Date</b>
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May 24, 2016
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<b>Agenda</b>
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<b>Section</b>	<b>9</b>
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<b>Item No</b>	<b>B</b>
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**Agenda Report**

***Barefoot Bay Recreation District Board of Trustees***

**Subject:** CCTV Replacement and Expansion Project

**Dept/Office:** Administration: District Clerk

<b>Requested Action:</b> Award of Contract
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**Summary Explanation and Background:**

On January 6, 2016, ADS Security General Manager, Adam Gaffney, met with District Clerk, Dawn Myers, Facilities Planning Chair and Security Committee Vice Chair, Mr. E.J. Wright and Trustee, Ms. Lee Wright to discuss options for additional, digital, wide range security cameras for the community complex and Building D/E complex. IT bandwidth availability, fiber optics, type of equipment and location options were discussed. The first quote for new camera installation was submitted to staff the following day to include (4) 180 degree wide ranging cameras. Additionally, Vice Chair, Mr. E.J. Wright solicited additional quotes which resulted with two of the three vendors sought, dropping out of the bidding process. Three quotes were recommended so the search for additional vendors continued.

On January 28, 2016 the Board of Trustees endorsed the proposed 5Year Fiscal Model and Capital Improvement Plan (5YrFM&CIP) which contained \$25,000 for Phase I of the proposed camera install for FY16 and a subsequent \$25,000 for FY17 designated for Phase II of a community wide security camera project.

The proposal was reviewed in the Facilities, Finance and Security Committees for further discussion. Finance and Facilities Committees recommended forwarding final decision to lie with the Security committee. After another tour of the proposed locations with the second vendor, Mr. Wright followed the recommendations from ATP Security and revised the options to include additional locations with a reduction in the quantity of the costly 180 degree camera. The original vendor provided a revised quote to match.

On March 10, 2016 the Security Committee approved the CCTV proposal as a FY16 Budget Amendment and FY17 proposal for inclusion in the FY17 Proposed Working Draft Budget.

On April 4, 2016 the Board reached a consensus on the FY17 Proposed Budget including the CCTV proposal at the final BOT Budget Workshop. This project will require a budget amendment as it is not a FY16 Budgeted item.

Currently, staff is in possession of (2) quotes, as traditionally recommended, since a 3<sup>rd</sup> additional vendor solicited for quotes subsequently dropped out of the bidding process.



	ADS	ATP
Installation	\$19,983	\$18,930
Maintenance	\$1,992	\$1,300
SubTotal	\$21,975	\$20,230
*Fiber	\$6,327	\$6,327
Total	\$28,302	\$26,557
<p>*Not to exceed</p> <p>The above cost of fiber installation between Bldg A and Bldg F and also between the Lounge and the playground (as listed above) is the maximum cost for the part of the project. Staff is seeking a 2<sup>nd</sup> quote for the fiber installation.</p> <p>Although BBRD has an ongoing contractual relationship with ADS, <u>staff recommends the BOT award the contract to ATP for \$18,930</u> based on the reduced initial and annual cost. Staff will bring back as a budget amendment using fund balance to cover the cost.</p>		
<b>Exhibits Attached:</b> Quotes from ADS and ATP		
<b>Contact:</b> Dawn Myers, District Clerk or E.J. Wright, Facilities Planning Committee Chair and Security Committee Vice Chair		
<b>Fiscal Impact:</b> Not to exceed \$26,557 for the first 12 months		
<b>Contract/Agreement Reviewed by Attorney:</b> N/A		
<b>Community Manager's Approval:</b>		



# BAREFOOT BAY RECREATION DISTRICT

## Board of Trustees Regular Meeting

Tuesday, May 24, 2016

7 P.M. –Building D&E

The Barefoot Bay Recreation District held a Regular Meeting on May 24, 2016 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 7:00 P.M.

### Thought for the Day

Mr. Klosky 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.

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

### Roll Call

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

### Memorial Day Proclamation

Mr. Klosky presented the Memorial Day Proclamation to Mr. Ray Bourgault, American Legion Post Commander.

### Minutes

*Ms. Wright made a motion to approve the minutes from May 13, 2016. Second by Mr. Diana. Motion carried unanimously.*

### Treasurer's Report

Mr. Diana presented the Treasurer's Report for May 24, 2016.

*Ms. Wright made a motion to accept the Treasurer's Report. Second by Mr. Diana. Motion carried unanimously.*

### Audience Participation (Agenda items only)

None brought forward

### Old Business

None brought forward

### New Business

#### FY17 Proposed Budget Mailout

Per BBRD Policy Manual, section 2.8, the Board shall "adopt proposed draft for mail out to community and hear comments from both Trustees and citizens." Staff requested Board approval of FY17 Proposed Budget for mail out to property owners.

*Mr. Diana made a motion to accept the FY17 Budget mail out. Second by Ms. Wright. Motion carried unanimously.*

#### Camera Replacement and Expansion

On April 4, 2016 the Board reached a consensus on the FY17 Proposed Budget including the CCTV proposal at the final BOT Budget Workshop. This project will require a budget amendment as it is not a FY16 Budgeted item.



# BAREFOOT BAY RECREATION DISTRICT

★ Mr. Diana made a motion to accept the quote from ATP Security for \$18,930 plus \$1300 for first year maintenance of the CCTV system. Second by Ms. Wright. Motion carried unanimously.

## Manager's Report

Mr. Coffey announced the Brevard County Emergency Management Services will host the annual informational meeting regarding hurricane preparation and evaluation procedures on June 3, 2016 in Building A at 2:30pm. He stated that Resident Relations will have extended hours and open on one Saturday (in June) to allow residents who do not find it convenient to renew their badges during our normal operating hours. Specific special hours include:

Monday 23May16: Open till 5:30pm

Tuesday 24May16: Open till 5:30pm

Friday 27May16: Open till 7pm

Saturday 4Jun16: 10m-2pm

Mr. Coffey announced the closure of the 19th Hole from June 5th-June 8th for maintenance and other activities that cannot be accomplished during normal operating hours. Food & Beverage staff will have limited hours of operations in D/E to offer as much service as possible.

Merchandise Sales under Golf Operations Manager Ernie Cruz continues to outpace historic performances. Please see below for details.

	Apr 15 YTD Actual	Apr 16 YTD Actual
Merchandise Sales	38,438	62,131
Merchandise Cost of Sales	27,178	40,804
Net Rev/Exp.	11,260	21,327
merchandise cost of sales percentage	70.7%	65.7%

Mr. Coffey requested the Board schedule the BOT Workshop on June 10, 2016 at 11am for Todd Wodraska, SDS President, to present a briefing on "running effective public meetings." Staff anticipates the presentation to last no more than 60 minutes with a break for lunch between the workshop and the Board of Trustees meeting.

## Attorney's Report

General Counsel Repperger commented on the case on 1015 Thrush. Due to evidence that the owner's mail may have been tampered with resulting in not receiving the violations notices the case will be held until May 31<sup>st</sup> to allow time for the owner to remedy the issues. He will then follow up after next week. The previously discussed case on 730 Canary will be on the first agenda in June to give the owner an opportunity to appear before the Board. At this time the Board can decide if fees will be waived or to proceed with the case. General Counsel addressed a memorandum from the County stating an opinion on the possible abolishment of the District and also presented a perplexing position which essentially asserted that BBRD is not an independent Special District under F.S. 189. He stated that he will draft a response to the memorandum and will forward that response to the Trustees.

Mr. Diana requested an update on the insurance claim for the entrance wall. General Counsel has not heard back from Traveler's Insurance but will follow up with Board. Mr. Diana requested information on the sale of 710 Barefoot Blvd. Mr. Coffey stated that the buyer has other properties in Barefoot Bay



# BAREFOOT BAY RECREATION DISTRICT

and is not out of state. General Counsel added that the buyer is well aware of the liens against the property.

## **Trustee Liaison Report**

Mr. Klosky reported the ARCC met on May 3rd in the lounge at 9 AM. He stated 14 permits were issued and 1 application was tabled. The next ARCC meeting is May 17, 2016 at 9AM in the Lounge. The Violations Committee met on April 22, 2016. He stated 18 cases were found in violation. This morning at 10 AM, the committee met and 16 cases were presented to the committee. All were found in violation. The next Violations Committee meeting is on May 27, 2016 at 10 AM in Building D & E. Mr. Klosky read the Property Services report on behalf of Mr. Lavier who was excused. Stairs were installed at the 15<sup>th</sup> tee, the Garden Club shed replacement project is now complete and a new pump and handrail was installed at the pier. Please be aware badges expired in April and will need to be renewed in order to gain entry to the amenities.

Ms. Wright announced the closing of the 19<sup>th</sup> Hole for ceiling tile replacement and painting in the kitchen from June 6<sup>th</sup> – June 10<sup>th</sup>. Music Bingo will be held in the Lounge on Monday June 6<sup>th</sup> for one night only 5:30pm-8pm. There will be no Pasta Night on Wednesday and Vince Love will be in the Lounge from 5pm-8pm on Thursday June 9<sup>th</sup>. Breakfast will be available at 7am on Saturday June 11<sup>th</sup> in the 19<sup>th</sup> Hole. Tickets on sale for the Father's Day Street Dance and Clam Bake for \$12 at the Lounge Resident Relations and the 19<sup>th</sup> Hole. Guests must have a guest pass to get into the pool area.

Mr. Diana reported no issues with the District Clerk's office and thanked the Chairman of the Facilities Planning Committee and the members for their efforts. They are currently working on the official usage of the buildings as he requested at their last committee meeting.

## **Trustee's Incidental Remarks**

Ms. Wright commented on a topic from the last meeting regarding Trustees attending conferences. She read from F.S. 189.063 Education Programs for New Members of District Governing Bodies. Some of the courses recommended for the newly elected members include Code of Ethics, Public Records, Public Finance and Parliamentary Procedures all topics covered at the last conference she attended. She requested a budget for the trustees that want to attend these conferences.

She thanked Ms. Myers and Facilities Planning Committee for their diligence in getting the CCTV project brought up to the FY16 budget and brought to the Board for approval. She stated she was very pleased with the results of this project.

## **Audience Participation**

Ms. Carol Paskoroso voiced a concern about the rescheduled Aqua Zumba class. She did not believe this was fair as the Aqua Zumba's class is only one hour. She went on to explain that some of these residents cannot use any other recreational activities and stated that this is a very beneficial activity for the many resident. Ms. Merry Baker spoke on behalf of the Zumba's members request to hold classes on Tuesday, Wednesday and Thursday from 2pm-3pm. Ms. Karen Gallagher read a letter distributed to the members regarding the removal of one of their Aqua Zumba practice days.

Mr. Klosky stated that he does not see a problem with allowing the Zumba class to maintain the schedule for one hour on the three days for four months. Mr. Coffey stated that he wanted to maintain fairness for all involved when he removed one practice day for Aqua Zumba. Ms. Wright stated that she was in favor of the program but believed we should support Mr. Coffey's decision to remove one of the days. Mr. Diana stated that he was not opposed to the three days but asked if they would stick with one



# BAREFOOT BAY RECREATION DISTRICT

day on Saturday. He also was not in favor of deciding this topic this late in the meeting as it was not placed on the agenda.

Board consensus to allow the Zumba class to continue with the original schedule Tuesday, Wednesday and Thursday from 2-3pm and revisit the schedule after four months.

Ms. Loretta Dorn commented on the misinformation in the calendar and on the calendar online regarding the time for the Recreation Committee.

Ms. Mary Weller asked about cost to the District for Mr. Wodraska to speak to the District on running an effective public meeting. Mr. Coffey stated that there would be no cost with the exception of lunch and the gas to drive here from the SDS office in West Palm.

Mr. Ernest Loening stated that there is a dilapidated home with a roof that needs repair he would like to see this addressed. He commented on the lack of compensation for the entrance wall yet we would not still be waiting if the Board would have decided to build the wall back as he recommended.

Mr. Rich Schwatlow requested the resident not listen to rumors but read the minutes to the Recreation Committee for accurate information.

Ms. Carol Joseph announced that the little free library is here and encouraged the residents to take advantage of the free books available at the shopping center.

Mr. Bob Kahl stated that the HOA van will be traveling to the Bushnell Cemetery on Memorial Day for any interested parties. Please call him if interested 202-4139. He thanked the eteran's Coincil who will pay for the gas for the trip

Mr. Ray Bourgault, Chairman of the Veteran's Council thanked the trustees for the approval of a locker for the Veterans. Until now he has been sharing a locker with two other clubs that he has no knowledge of and has had items disappear over time. He asked for a permanent office for the veterans here in Barefoot Bay. Mr. Coffey stated the Board will have to make that decision. Mr. Bourgault asked Mr. Klosky to attend this Memorial Day's event and participate in the laying of the wreath ceremony. Mr. Klosky was honored to accept the request.

Mr. Diana requested the District Clerk organize a sheriff deputy presence at the next District meeting in an effort to discuss the COPS program and bring more attention to this program. He also asked that we place a topic regarding adoption of a Barefoot Bay Slogan on the next agenda.

## **Adjourn**

Next meeting on Friday, June 10, 2016 at 1PM in Building D/E.

*Ms. Wright made a motion to adjourn. Second by Mr. Diana.*

Meeting adjourned 3:20 p.m.

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Steve Diana, Secretary

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Dawn Myers, District Clerk

<b>Meeting Date</b>
June 10, 2016



<b>Agenda</b>	
<b>Section</b>	<b>8</b>
<b>Item No</b>	<b>B</b>

Agenda Report  
*Barefoot Bay Recreation District Board of Trustees*

**Subject: CCTV Replacement and Expansion Project - Change Order**

**Dept/Office: Administration/District Clerk**

**Requested Action: Approve Change Order**

**Summary Explanation and Background:**

The CCTV Phase I Project was awarded by the Board of Trustees at the May 24, 2016 meeting to American Total Protection (ATP) for a total of \$18,930 for installation.

In the subsequent tour of the areas designated for camera installation the ATP representative realized that a necessary piece of equipment, the NVR, was inadvertently left off the original quotes provided to BBRD for the Building D/E and ProShop complex.

The initial vendor misinterpreted the distance the current fiber optic cabling in the building D/E complex extended to and subsequently did not deem it necessary to submit a quote for an NVR at that location. The second vendor quote followed the same parameters as the first, as stated in BBRD procurement policy.

Upon discovery of this essential requirement, ATP informed the District Clerk that they will need to provide an additional quote for the NVR in the Building D/E location as follows:

- Digital Watchdog 16 Channel NVR (same manufacturer of the Blackjack Cube) with 8 TB of storage - \$2,135.00.

The additional amount will raise the total cost for installation from \$18,930 to \$21,065.

Staff recommends the approval of the change order for \$2,135.

**Exhibits Attached: May 24, 2016 Agenda Memo**

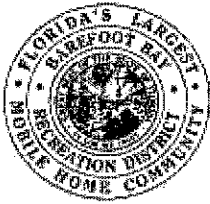
**Contact: Dawn Myers, District Clerk and/or E.J. Wright, Facilities Planning Committee Chair and Security Committee Vice Chair**

**Fiscal Impact: \$2,135.00**

**Contract/Agreement Reviewed by Attorney: N/A**

**Community Manager's Approval:**





# BAREFOOT BAY RECREATION DISTRICT

## Board of Trustees Regular Meeting

Friday, June 10, 2016

1 P.M. –Building D&E

The Barefoot Bay Recreation District held a Regular Meeting on June 10, 2016 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 1:00 P.M.

### Thought for the Day

Mr. Klosky 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.

Ms. Wright led the Pledge of Allegiance to the Flag.

### Roll Call

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

### Employee Milestones

Mr. Klosky recognized those employees that exemplified commitment and dedication to their position by presenting certificates, service pin and Barefoot Bay Bucks, which are negotiable for one regular workday off.

Virginia Evans – 10 years

Leslie Kadlec – 10 years

Ruth "Cookie" Simon-Shaw – 5 years

### Special Employee Milestone

The Board recognized Paul Ingardia for 21 years of service to Barefoot Bay Recreation District. Mr. Klosky thanked Mr. Ingardia for his exemplary dedication to the Barefoot Bay Community and presented him with a commemorative retirement plaque.

### Minutes

*Mr. Diana made a motion to approve the minutes from May 24, 2016. Second by Mr. Cavaliere. Motion carried unanimously.*

### Treasurer's Report

Mr. Diana presented the Treasurer's Report for June 10, 2016.

*Ms. Wright made a motion to accept the Treasurer's Report. Second by Mr. Diana. Motion carried unanimously.*



# BAREFOOT BAY RECREATION DISTRICT

## **Audience Participation (Agenda items only)**

Ms. Dawn Forrester thanked the Board for allowing her Aqua Zumba class to continue practicing on Tuesday, Wednesday and Thursday at Pool 3. She discussed the history of her Aqua Zumba course here in Barefoot Bay and the successive growth and popularity of the class since she started five years ago. Ms. Forrester informed the Board that she has donated a lot of time and money to this community. She strongly encouraged the continued support of the Board to help her keep her members healthy by maintaining the current schedule as approved at the previous meeting.

## **Old Business**

Mr. Cavaliere suggested that the Board reconsider using the cumbersome Robert's Rules of Order as a platform to run the Board of Trustee meetings. He was confident that the residents are satisfied with the meetings as long as the agenda items are addressed and completed. Mr. Diana stated that he recommended the use of Robert's Rules as a way to run the meetings more effectively. Ms. Wright was in agreement with Mr. Diana's statement as Robert's Rules have greatly improved the movement of the discussion in the meetings. Mr. Cavaliere stated that the meetings are not run any faster, as an example at a recent meeting, an hour and a half was spent discussing the BBRD logo in the trustee column of the Tattler. Mr. Klosky stated he would like to continue the use of the Rules in the Board meetings as well. Board discussed the benefits of using the Rules to encourage efficiency in the meetings.

Ms. Lizzann Taylor encouraged the Board to continue the use of Robert's Rules as the benefits far exceed the initial confusion. She has noticed a difference in how well the meetings are run recently compared to how they used to run a year ago.

Ms. Carol Joseph stated the Board should continue use of the Rules as the meetings have been more efficient and she has seen a marked improvement in the movement of the meetings in the last few months since they have been adopted.

*Mr. Diana made a motion to continue using Roberts's Rules of Order to run the Board of Trustee meetings. Second by Ms. Wright. Mr. Cavaliere opposed. Motion carried. 3-1*

## **CCTV Replacement and Expansion Project - Change Order**

Advanced Total Protection (ATP), the vendor selected by the Board to install the new CCTV system informed the District Clerk that they will need to provide an additional quote for the NVR in the Building D/E location. The explanation provided was due to a miscalculation in the distance that the existing fiber extended. In order to have remote access to the cameras at the Pro Shop/Building D/E area an additional NVR is needed. Staff recommended the Board accept the quote ATP has provided for a Digital Watchdog 16 Channel NVR with 8 TB of storage for an additional \$2,135.00. Mr. Cavaliere voiced his concern about advisory committee members overstepping their boundaries and spending too much time with staff during the development of these projects. Ms. Wright opposed Mr. Cavaliere's statement about the advisory committee members, as in her opinion, the majority of the members have much to offer in their advisory role. Most are perfectly suited for their seats on the committees due to education and experience.

*Mr. Cavaliere made a motion to accept the change order for a Digital Watchdog 16 Channel NVR for \$2,135.00. Second by Mr. Diana. Motion carried unanimously.*



# BAREFOOT BAY RECREATION DISTRICT

## **Aqua Zumba**

Mr. Cavaliere stated that he did not bring this item back to the agenda to change anything but to bring attention to the way the topic was handled at the previous meeting. He reiterated that the decision regarding the scheduling of this class should have remained at the staff level. It should never have been brought to the Board for deliberation.

Ms. Mary Walker opposed the three days that was allotted to the Aqua Zumba class on Tuesday, Wednesday and Thursday. She encouraged the Board to rescind the decision to allow the class to have three days as this takes time away from residents who would like to use the pool at this time.

## **New Business**

### **DOR Violations**

#### **Case # 16-000032, Case # 16-000033, Case # 16-001177 - 400 EAGLE DRIVE**

ARTICLE III, SECTION (1) Residential Use - Unauthorized Structure

ARTICLE II, SECTION (3) (A)(2) ADIR (Garage or carport roof)

ARTICLE II, SECTION (3) (A)(15)ADIR (Lamp Post)

*Mr. Cavaliere made a motion to forward Case # 16-000032, Case # 16-000033, Case # 16-001177 - 400 EAGLE DRIVE to the attorney's office for legal and equitable action. Second by Ms. Wright. Motion carried unanimously.*

#### **Case # 16-001117 - 580 MARLIN CIRCLE**

ARTICLE III, SECTION (10) Condition of Skirting

*Mr. Cavaliere made a motion to forward Case # 16-001117 - 580 MARLIN CIRCLE to the attorney's office for legal and equitable action. Second by Mr. Diana. Motion carried unanimously.*

### **Building A Electrical Panel Award of Contract**

The FY16 Budget contains \$30,000 in the Capital Department for Upgrade Electrical Infrastructure in Bldg A, Phase I. Tasks completed so far include: Needs assessment of the building, In-house minor repairs/replacement, Miscellaneous work.

Based on the assessment, staff solicited quotes for the replacement of a transformer that is obsolete for which reliable replacement parts cannot be procured. Advanced Electrical Systems, Inc. \$12,600 and Complete Electric, Inc. \$11,800

Staff recommended award of \$11,800, plus permitting costs to Complete Electric, Inc. for replacement of the Building A replacement transformer.

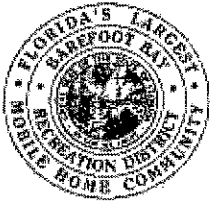
*Mr. Diana made a motion to award the contract to Complete Electric for \$11,800. Second by Mr. Cavaliere. Motion carried unanimously.*

### **Request for Dismissal of Lawsuit and Waiver of Fees and Costs**

#### **DOR Violation Enforcement Case Number: 16-000217 -748 Canary Drive**

At the Board's meeting held on March 11, 2016, the Board referred DOR Violation

Enforcement Case Number 16-000217 to Attorney Repperger for Legal or Equitable Action. After several attempts to notice the property owner failed to result in compliance, on April 22, 2016. A Complaint was filed in Brevard County Circuit Court. On May 7, 2016, the property came into compliance. On May 13, 2016 the Board discussed dismissal of the lawsuit and waiver of the fees and



# BAREFOOT BAY RECREATION DISTRICT

costs. The Board requested that a property owner representative appear before the Board to make the request. Staff has requested a property representative attend or submit a statement (to be provided if submitted).

*Mr. Diana made a motion to dismiss Case Number: 16-000217 -748 Canary Drive and waive fees. Second by Ms. Wright. Motion carried unanimously.*

## **Request for Dismissal of Lawsuit and Waiver of Fees and Costs**

### **DOR Violation Enforcement Case Number: 16-000052 - 466 Egret Circle**

At the Board's meeting held on March 11, 2016, the Board referred DOR Violation Enforcement Case Number 16-000052 to Attorney Repperger for Legal or Equitable Action. After attempts to notice the property owner failed to result in compliance, on May 2, 2016 a Complaint was filed in Brevard County Circuit Court. Pam Talamantez is the personal representative for the property. Ms. Talamantez is the daughter of the deceased owners. Ms. Talamantez advises that she did not receive notice of the violation until April 9, 2016. Ms. Talamantez advises that she was told by a property manager that the violation would be cured by April 13, 2016. The initial attempt to cure the violation was unsatisfactory to staff. Service of the lawsuit occurred on May 9, 2016. Ms. Talamantez filed the attached answer/response to the lawsuit on or about May 25, 2016. The property was found to be in compliance by staff on May 27, 2016. Ms. Talamantez now requests a dismissal of the lawsuit and waiver of fees and costs incurred. Dan Fast spoke on behalf of the property owner.

*Ms. Wright made a motion to dismiss Case Number: 16-000052 - 466 Egret Circle and waive fees. Second by Mr. Cavaliere. Motion carried unanimously.*

## **Revision to Policy Manual Guest Fees and Resolution**

On a workshop held on May 12, 2016, the Board approved the changes to guest fees in the BBRD Policy Manual as well as changes to some of the language. The fees are listed below.

*Residents and guests must display their badges and/or guest passes at any event or meeting in the Lounge, 19<sup>th</sup> Hole or Pool #1 Pavillion.*

*Guest Passes/Temporary Social Membership (All active military and children under 5 exempt)*

### **One Day Guest Pass**

- a. Regular (purchased at Resident Relations or any of the pools) \$3.00 per person. Street dance or other special events (purchased at Pool #1) \$5.00 per person

### **Two to Seven Day (week) Guest Pass**

- a) Purchased at Pools \$7.00 per person
- b) Purchased at Resident Relations Office \$5.00 per person

### **Grandchild Pass (with picture)**

- a. Quarterly \$10.00 per child
- b. Annually \$25.00 per child

### **Non-Residents (Visitor) Pass**

\$15.00 per person per day

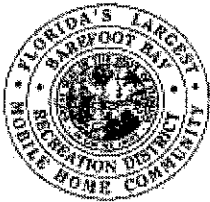
### **Temporary Lounge/Business Pass**

\$0.00 (No Charge)

### **Additional Fees**

Rental of building/spaces for any Barefoot Bay club, organization, or resident except for clubs and organizations registered with the District before July 1, 2016, are based on the following fee schedule.

1. Bldg. A. \$100.00 & tax up to 8 hours  
\$50.00 fee for use of kitchen (non-refundable)
2. Bldg. C \$25.00 up to 8 hours



## BAREFOOT BAY RECREATION DISTRICT

- |                                  |                                      |
|----------------------------------|--------------------------------------|
| 3. Bldg. D or E                  | \$40.00 & tax up to 8 hours per side |
| 4. Bldg. D&E                     | \$80.00 & tax up to 8 hours          |
| 5. Pool #1 Pavilion              | (exclusive use) \$50                 |
| 6. Pool #1 (exclusive use)       | (exclusive use) \$500 for 4 hours    |
| 7. Pool #2 or #3 (exclusive use) | (exclusive use) \$500 for 4 hours    |

Ms. Lizzann Taylor voiced opposition for the rule regarding exclusive use of the pools. Mr. Coffey stated this language was not recently changed and has been an established rule in the manual.

Ms. Louise Crouse cautioned about the appearance of changing the fees for the passes and facilities as a means to generate revenue as these facilities and amenities are here for the residents. She also explained the reasoning behind the original placement of the language "resident group" was an attempt by the previous Board to define an invited group unlike a fixed club which meets regularly. She was opposed to changing this term. Ms. Wright requested the Board table the discussion until the upcoming workshop due to the recommendations heard here tonight. Mr. Cavaliere was opposed to tabling the discussion as these topics were already brought up at a workshop. General Counsel read the resolution.

**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 ADOPTING NEW GUEST PASS REQUIREMENTS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE**

*Mr. Cavaliere made a motion to approve the resolution amending the Policy Manual. Second by Mr. Diana. Ms. Wright opposed. Motion carried 3-1.*

### **Discuss and Authorize Procurement of New Restroom Trailer**

Staff presented used and new restroom trailers for the area by the tennis carts. Ms. Sherry Arnold asked the Board to consider this purchase as they currently have to contend with vandalism to the portable restroom in place now. At this point golf carts are required during tennis tournaments for the guests to use proper facilities in Building A. The current portable restroom is not up to the standards of the clubs that use the amenities in this area.

Ms. Susie White asked the Board to replace the restroom trailer that she and her husband purchased years ago for the community complex area.

Mr. E.J. Wright invited the residents to come to the Facilities Planning Committee to voice any concerns or requests regarding the facilities.

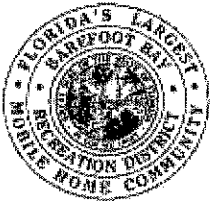
*Mr. Diana made a motion that staff research ADA compliant restroom trailers and bring a proposal back to the Board for consideration. Second by Mr. Diana. Motion carried unanimously.*

### **Barefoot Bay Slogan**

Mr. Diana was approached from a resident about suggestions for a community slogan. He requested the Board support a community wide contest to come up with a slogan to represent the Barefoot Bay community.

*Ms. Wright made a motion to accept Mr. Diana's idea for a Barefoot Bay Slogan. Second by Mr. Cavaliere.*

Loretta Dorn voiced her dissatisfaction with this agenda topic. She stated her opinion that the subject is unimportant.



# BAREFOOT BAY RECREATION DISTRICT

## **Advisory Committees Purpose**

Mr. Cavaliere explained that the advisory committees should meet to discuss topics that the trustee liaisons task them to discuss rather than meeting to discuss their own agendas. Recently, the committees have been taking the lead on projects that are better served by staff. Ms. Wright suggested that the staff lead, Mr. Coffey, should become involved in the interaction and ensure staff is not getting interrupted. Ms. Wright recommended Mr. Coffey meet with the Committee Chair and Trustee Liaison to discuss a more effective interaction between committees, staff and the Board.

Ms. Jeanne Osborne clarified that not all committee members are guilty of overstepping their bounds.

Mr. Bill Sherwood stated that he has requested some direction from the Community manager on topics they may discuss and he did get feedback from Mr. Coffey and the committee liaison.

Ms. Louise Crouse commented on the original intention of the Trustee Liaison was to have one line of communication from residents back to the Board. She stated in her opinion there are too many people involved now which dilutes the original intention of the committees as they were established several years ago.

## **Manager's Report**

The Projector and screen was successfully installed in Building D/E on June 1, 2016. The CCTV Contract was signed and returned to the District Clerks office this week. Installation is scheduled to begin on June 6, 2016. The FY17 Budget mailout is currently at the printer and will be mailed out to all property owners on June 6, 2016. Topics of Interest email communications are underway please sign up at Resident Relations or Building F if you wish to receive District communication via email. At the date of this meeting 96% of the assessment has been received. The 19<sup>th</sup> Hole maintenance work has been completed a day early and Mr. Coffey has signed an agreement with the mechanical engineers at TLC to give direction regarding the condensation problem at the 19<sup>th</sup> Hole due to discrepancies between vendors about the nature of the drips. The Lounge will be closed for 2-3 days next week in order to replace a water meeting for Building A complex. Residents will be notified about the exact dates of the closure. The Lounge Walk-In cooler floor will also be replaced during the closure. The FY17 Budget will be adopted at the next meeting on June 28<sup>th</sup>. The assessment rate will not be adopted due to it not being properly advertised and will be adopted in July.

## **Attorney's Report**

General Counsel stated that check from Traveler's Insurance was released today and should be received by the next meeting. He discussed the property on 710 Barefoot Blvd. which has been transferred to another owner. He recommended pursuing recovery of the court fees. The Board discussed not pursuing the case as the individual has shown that he cannot be depended on to pay the fees. Mr. Cavaliere and Mr. Diana were in favor of pursuing collection of the fees as we do not want to send the wrong message to any future potential violators.

Ms. Carole Kennedy asked if the property was liened prior to closing. General Counsel stated that there was no closing as the transfer was a quit claim.

Ms. Anna Reed was concerned about waiving fees as this sends the wrong message to violators of the DOR. She agreed with the attorney that we should pursue the fees in this case.





# BAREFOOT BAY RECREATION DISTRICT

Harold Wortman stated that we have all worked together very diligently to get this resolved. A precedent should be set now to discourage any future cases like these from happening again.

County fees have been reduced and maybe waived entirely on 635 Hyacinth in the court date coming up next week. General Counsel responded to the claim regarding Building F and is currently working on the Summary Judgment.

## **Trustee Liaison Report**

Mr. Klosky read the Violations report. The Violations Committee met on May 27, 2016. Twenty-two cases were presented and found to be in violation. Committee met this morning, June 10, 2016. Three cases were presented and found in violation. The next Violation Committee meeting will be on June 24, at 10 AM in D/E. The ARCC Committee met on May 31, 2016. Eighteen permits were submitted, all were approved. The next ARCC committee meeting will be held on June 14, 2016 at 9AM in the Lounge.

Mr. Wright gave the Food and Beverage report. Karaoke has a new time at 6-10PM on Tuesdays in the Lounge. The Father's Day Clam Bake still has tickets available for Sunday June 19<sup>th</sup>. Tickets are \$12 and available in the Lounge, 19<sup>th</sup> Hole and Resident Relations. The 19<sup>th</sup> Hole has a fresh makeover with new ceiling tiles, newly painted walls and a new stove. The Belmont Stakes Party will take place at the 19<sup>th</sup> Hole from 4-7PM with food and beverages. No tickets are needed.

Mr. Cavaliere is looking forward to meeting with Mr. Coffey and Mr. Bill Sherwood, Finance Committee Chairman, to discuss guidelines for the upcoming Finance committee meetings.

Mr. Diana announced that karaoke will also be on Sundays in the Lounge due to requests from the residents. He thanked the Property Services department for their work on getting the 19<sup>th</sup> Hole open a day earlier than scheduled. He requested clarification on the term limit for trustees item submitted to General Counsel for presentation to the legislature. He responded that he is aiming for the next legislative agenda after the elections in November. He will discuss further with the Board and local representatives to ensure placement on the agenda in the coming weeks.

## **Trustee's Incidental Remarks**

Ms. Wright thanked the residents Board and staff for coming together to get the new large screen and projector installed and in use for the meeting today. This was all due to a resident stating that they did not know what the trustees were talking about as they have no access to the documents they were looking at. Today the audience has access to the same information the trustees do thanks to everyone working together. She thanked Joe Ziegler, Brian Belanger, Rob Shepard and Mr. Cavaliere for their efforts with the youth of Barefoot Bay as they are meeting twice a week to teach softball to kids ages 7-17. Mr. Brian Belanger encouraged the residents to come out on Tuesdays and Thursdays. He has a great time so far working with them. Mr. Cavaliere also encouraged the kids and residents to come out and participate with the softball.

## **Audience Participation**

Ms. Loretta Dorn commented on the Food and Beverage Principles of Operation document provided to her to answer her questions. She stated that the document did not have recent information and did not



## BAREFOOT BAY RECREATION DISTRICT

provide any answers. Mr. Coffey stated that she is welcome to come to his office to discuss her questions however she has not taken this opportunity. A workshop will be held next month regarding making updates to the Food and Beverage, Principles of Operations.

Ms. Jeanne Osborne commented on the Proposed Barefoot Bay Flag. She stated that she is working on this and will have something to present to the Board soon. She also informed the Board that there was once a slogan in Barefoot Bay, "I Live In Beautiful Barefoot Bay".

Ms. Louise Crouse announced the summer youth camp now going on at Indian River Fitness Center. She discussed her long time support of the Aqua Zumba class.

Ms. Carol Pasquarosa commented on the decision to allow Aqua Zumba to continue practicing three days a week.

Ms. Mary Baker discussed past discrepancies at Pool 2 with the Aqua Zumba class. Ms. Wright invited the Zumba instructor to come to the Recreation Committee to discuss this issue further.

Ms. Dawn Forsman clarified why she requested three days during the week at Pool 3. She stated the conflict that is presented is due to a clerical error and she is very distressed about it. Aqua Zumba supporters requested clarification regarding the outcome of this agenda item. Mr. Coffey stated that there is no change from the decision made at the last meeting.

The next meeting will be on June 28, 2016 at 7PM in Building D/E.

*Mr. Cavaliere made a motion to adjourn. Second by Ms. Wright.*

Meeting adjourned at 3:20PM.

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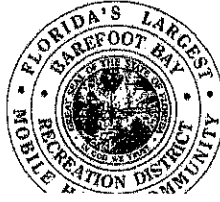
Steve Diana, Secretary

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Dawn Myers, District Clerk

**Meeting Date**

Apr. 26, 2016

**Agenda****Section 9****Item No B****Agenda Report*****Barefoot Bay Recreation District Board of Trustees*****Subject:** Replacement Oven for 19<sup>th</sup> Hole**Dept/Office:** Food & Beverage**Requested Action:** Authorization for staff to Proceed with Procurement and to Bring Back a Budget Amendment to Fund Project**Summary Explanation and Background:**

The current oven in the 19<sup>th</sup> Hole is over 10 years old and recently the left hinge on the door broke. Staff coordinated with Property Services personnel to remove the oven on a weekend and attempt to weld the hinge back in place. Due to the current condition, multiple trustees have suggested that the oven be replaced.

The cost to procure a replacement oven is within the authority for the Community Manager but not currently budgeted in FY16. If the BOT wishes for the unit to be replaced, staff will procure a replacement unit and bring back a budget amendment to fund the project. Staff obtained two quotes:

\$5,498.03 Complete Restaurant  
 \$4,474.23 Suppliesonthefly.com

Authorization from the BOT is needed to identify and authorize the funding source. The following sources are available:

- \$5,000 D/E Bathroom (FY11) Project
- \$2,000 Signs, Entrance/Micco Road (FY10) Project
- \$862 Building A Canopy (FY12) Project
- Capital Contingency (\$395.16 available balance)
- Administration: Finance Contingency (\$14,261.06 available balance)
- Fund Balance

Staff requests direction from the BOT regarding this matter.

**Exhibits Attached:** N/A**Contact:** Kathy Mendes; Food & Beverage Manager; or John W. Coffey, Community Manager**Fiscal Impact:** \$4,475 (would require a budget amendment)**Contract/Agreement Reviewed by Attorney:** N/A**Community Manager's Approval:**

**Meeting Date**

Apr. 26, 2016

**Agenda****Section 9****Item No E****Agenda Report*****Barefoot Bay Recreation District Board of Trustees*****Subject: D/E Ceiling Mounted Projector and Retractable Screen****Dept/Office:** Administration: District Clerk

**Requested Action:** Authorization for Staff to Proceed with Procurement and to Develop a Budget Amendment to Fund Project

**Summary Explanation and Background:**

Over the past few years, staff has increased transparency of operations and BOT meetings/workshops agenda items by adding said detail to BBRD's website, providing paper copies on a bulletin board by Pool#1 and using a portable projector to display items on the wall and/or on a projector in D/E. Problematic is the time intensive set up of the portable system and limited size screen currently owned by BBRD. Alternately, staff has used the right-side wall as a display unit, however, resulting in limited visibility for home owners seated in the rear of the audience.

Recognizing the desire of homeowners for greater understanding of agenda items, Trustee Wright obtained BOT consensus for staff to research the cost and funding options to procure a ceiling mounted projector and retractable screen to be displayed behind the dais. Below are the costs obtained from two vendors:

	Premier	Hoover
screen, projector & mount	3,548.99	3,974.00
wires and accessories	1,084.89	794.00
labor	1,317.00	1,200.00
<b>Total</b>	<b>5,950.88</b>	<b>5,968.00</b>

Not included in the proposals are permitting costs (if needed, unknown at this time) and cost of electrician (unknown if needed at this time). BBRD, as a practice, requires vendors to obtain building permits to hold the vendor responsible for said work to pass inspection before final payment is made.

Since the above two quotes are within the Community Manager's spending authority, no action is needed from the BOT to procure the system.

Additionally, a laptop computer (cost \$750.00) would be needed as there are no spare units currently available.

Authorization from the BOT is needed to identify and authorize the funding source. The following sources are available:

- \$5,000 D/E Bathroom (FY11) Project
- \$2,000 Signs, Entrance/Micco Road (FY10) Project

- \$862 Building A Canopy (FY12) Project
- Capital Contingency (\$395.16 available balance)
- Administration: Finance Contingency (\$14,261.06 available balance)
- Fund Balance

Based on the larger screen and more powerful projector, staff would procure the system from Hoover if the BOT provides direction to proceed.

Staff requests direction on whether to proceed with procurement and which funding source(s) to use if system is procured.

**Exhibits Attached:** Quotes from vendors, quote for laptop

**Contact:** Lee Wright, Trustee; Dawn Myers, District Clerk; or John W. Coffey, Community Manager

**Fiscal Impact:** \$6,718 plus cost of permitting and electrician (if needed)

**Contract/Agreement Reviewed by Attorney:** N/A

**Community Manager's Approval:**



# BAREFOOT BAY RECREATION DISTRICT

## Board of Trustees Regular Meeting

Tuesday, April 26, 2016

7 P.M. - Building D&E

The Barefoot Bay Recreation District held a Regular Meeting on April 26, 2016 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 7:00 P.M.

### Thought for the Day

Mr. Klosky 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.

Mr. Lavier led the Pledge of Allegiance to the Flag.

### Roll Call

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

### Minutes

*Mr. Cavaliere made a motion to approve the minutes from April 8, 2016. Second by Mr. Diana. Motion carried unanimously.*

### Treasurer's Report

Mr. Cavaliere presented the Treasurer's Report for April 26, 2016.

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

### Audience Participation (Agenda items only)

None brought forward

### New Business

#### Review of Trustee Newspaper Articles by General Counsel

Ms. Wright explained her reasoning behind placing this item on the agenda. She based her decision on the recent article in The Barefoot Tattler by Mr. Cavaliere which seemed to present his personal views being represented under the guise of the District Seal. She read an excerpt from the article, which in her opinion, incorrectly stated that members of the Executive Board of the HOA were vying for control of the District. She read from the Florida Commission of Human Relations, Commission of Relations and Communications Protocol and Guidelines, Chapter 112.311.1, which stated that it is imperative that public officials stay 'independent and impartial'.

Mr. J.R. Lochmandy, Editor of The Barefoot Tattler newspaper, stated that the District Seal has been in use since February 1990 when the Tattler was granted permission to use it under his father's leadership. He distributed emailed replies to the question he posed to local and state officials (Commissioner Infantini and Councilman Posey) confirming that they do not submit their newspaper articles to council prior to posting. He voiced a concern that this agenda item is an attempt to control the press and stated that he will not discontinue use of the seal for trustee articles unless he was court ordered to do so.

Mr. Tom Guinther inquired about General Counsel's opinion on the legal use of the BBRD seal in the Tattler. General Counsel stated that the matter at hand is about editorializing under the banner of the seal. He is not in favor of limiting freedom of speech in any way or regulating article content. He stated that he is not 100% comfortable in reviewing the content as it borders on the lines of censorship. General





# BAREFOOT BAY RECREATION DISTRICT

Counsel stated his deliberation serves more purpose if focused on whether the seal should be used in the first place.

Mr. James Phillips commented on Mr. Cavaliere's article regarding ownership of the common areas after the bond is paid. He is very confused about this topic and asked for clarification. General Counsel stated that the topic will be discussed later tonight and suggested the discussion remain on the use of the BBRD seal for now.

Mr. Greg Deslandes stated that the use of the seal for trustee articles should not be an issue as the trustees can discuss personal subjects under another column and stick to the facts when writing under the banner of the District seal. He commented on his article that was referenced earlier which was simply informational. He has had heard from many homeowners that are dissatisfied by the system which holds that some homeowners cannot vote due to the fact that they are residents of another state. Mr. Lavier stated that the trustee's word is taken as fact either way and the seal does not make a difference. Ms. Kathy Lesh stated that the opinions of the trustees are misconstrued if under the platform of the District seal.

Mr. Cavaliere reiterated that both Councilman Posey and Commissioner Infantini use the state seal when printing their opinion articles.

*Mr. Cavaliere made a motion that Trustees continue to post articles in the Barefoot Tattler with the use of the District Seal. Second by Mr. Diana for discussion. Mr. Diana amended his second. Ms. Wright opposed. Motion passed 4-1.*

## ★ Replacement Oven for 19th Hole

The current oven in the 19th Hole is over 10 years old and recently the left hinge on the door broke. Staff coordinated with Property Services personnel to remove the oven on a weekend and attempt to weld the hinge back in place. Due to the current condition, multiple trustees have suggested that we replace the oven. Authorization from the Board is needed to identify and authorize the funding source.

Mr. Phillips questioned why the District is still funding the 19<sup>th</sup> Hole even though it continuously takes a loss. He offered to purchase the 19<sup>th</sup> Hole for \$20,000 and run it as a profit making entity.

Mr. Coffey stated that staff is preparing amendments to the Food and Beverage Principles of Operations document which will address the hours of operations for Food and Beverage.

*Mr. Diana made a motion to replace the oven and fund the cost through the Building D/E bathroom project fund. Second by Mr. Cavaliere. Motion passed unanimously.*

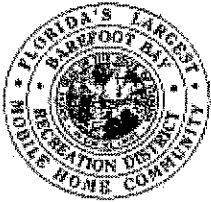
## Parliamentary Training for the Board of Trustees

At a recent BOT meeting a homeowner presented an informational brochure to the BOT advocating the use of the service for parliamentary training. BOT consensus was for staff to research the service and bring the details back to the Board at a future meeting. Per the attachments from Perfect Rules, Inc., the estimated cost for a three hour minimum seminar at BBRD would be \$1,000.00.

Ms. Mary Weller gave additional details of the training. She stated that per the representatives for this training course, she was told that observers can attend as well for an additional \$4 per person at the trustee training.

Mr. Diana noted that the trustees were given the Robert's Rules of Order book which, in his opinion, is sufficient for learning the proper procedure. Ms. Wright and Mr. Lavier stated that they prefer learning new ideas in an interactive group setting.

Mr. Terry Maguire commented on Robert's Rules, stating that at least one or two trustees should know the rules well as it is beneficial for running an organized meeting.



# BAREFOOT BAY RECREATION DISTRICT

Ms. Crouse commented on the fact that the current Board chose to run the meetings under Roberts's Rules of Order but now it is becoming cumbersome as this training will have to occur each year for the new trustees entering the Board. She recommended making a motion to remove the system and return to the way the Board was run before.

Ms. Carole Kennedy voiced her dissatisfaction about the hesitation on the Board's part to spend the funds to educate themselves.

Ms. Wright made a motion to approve the Parliamentary training. Second by Mr. Lavier for discussion. Mr. Lavier withdrew his second. Motion died for lack of second.

## **Resignation and Appointment to Security Committee**

On Friday, April 8, 2016 Mr. Firlein submitted his resignation to the Committee Chair and the District Clerk thereby leaving an open voting seat on the committee. The Security Committee recommended approving Mr. Firlein's resignation and appointing current alternate on the committee, Mr. Peter Divergilio, to Mr. Firlein's remaining unexpired term of three years.

*Mr. Diana made a motion to accept Mr. Ted Firlein's resignation from the Security Committee. Second by Mr. Cavaliere. Motion carried unanimously.*

*Ms. Wright made a motion to approve moving Mr. Divergilio to a voting seat and filling the unexpired term of three years on the Security Committee. Second by Mr. Diana. Motion carried unanimously.*

## **D/E Ceiling Mounted Projector and Retractable Screen**

Over the past few years, staff increased transparency of daily operations and of the meetings/workshops/agenda items by adding the information to BBRD's website, providing paper copies on the bulletin board by Pool #1 and using a portable projector to display items on the wall and/or on a projector in D/E. Recognizing the desire of homeowners for greater understanding of agenda items, Trustee Wright obtained Board consensus for staff to research the cost and funding options to procure a ceiling mounted projector and retractable screen to be displayed behind the dais. Staff requested direction on whether to proceed with procurement and which funding source to use if system is procured.

*Mr. Diana made a motion to approve the purchase from Hoover Electronics and bring back as a budget amendment at a later meeting. Second by Ms. Wright. Motion carried unanimously.*

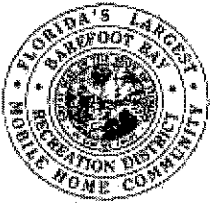
Mr. Harold Wortman commented that this was a great purchase and advised the Board to compare the bulb life in the projectors as some bulbs last longer than others.

Mary Weller inquired about whether the projector will be secured to prevent theft. Mr. Coffey stated that indeed it would.

Mr. Ernest Loening suggested purchasing microphones for Building A and in this Building instead of spending additional funds on this purchase.

## **Manager's Report**

Mr. Coffey updated the Board on the removal of the 635 Hyacinth structure removed in the week of April 11th. Ms. Sue Cuddie, Resident Relations Manager will work with General Counsel Repperger to resolve outstanding liens and taxes before staff lists the property for sale. Staff received the project designs for the Tamarind Circle and Cherokee Stormwater Projects as of the week of April 18, 2016. After verifying site conditions, staff will hold a conference call with TLC and the civil engineering sub-contractor to determine the next step. Property Services staff obtained a leasing and purchase quote for the stormwater maintenance equipment (based on state contract pricing) and is seeking clarification of information obtained from Brevard County of mowing services. Specifics will be available at the next three budget workshops. Staff will process checks and paperwork necessary for BSE (TLC civil



# BAREFOOT BAY RECREATION DISTRICT

engineer sub-contractor) to submit site plan and concurrency review paperwork to Brevard County for the replacement Building F project. Mr. Coffey asked for the Board's decision on how they would like to see the RFP Audit committee established this year.

*Ms. Wright made a motion to have the Board serve as the RFP Audit Committee. Second by Mr. Diana. Motion carried unanimously.*

Board was in agreement with Mr. Coffey's suggestion regarding holding the meeting directly after the May 12<sup>th</sup> Workshop on Guest passes.

## **Attorney's Report**

General Counsel gave an update on 710 Barefoot Blvd. The hearing is set for June 13, 2016 at 11am in Viera with Judge Maxwell. He has not heard back from the insurance company regarding the entrance wall reimbursement but will contact them and update the Board with an email confirmation. General Counsel discussed the earlier topic regarding what will happen when the District bond is paid or if the District were to dissolve. He stated that the common areas are government owned. He recommended the trustees hold a discussion regarding where the assets would go and who it would be transferred to as these provisions are not currently covered in the Charter.

Mr. Harold Wortman stated that the anxiety level is high due to General Counsel's statement. He gave his opinion that if the District were to dissolve it would be a detriment. Mr. Wortman suggested that the District work with the HOA as a resolution to any concerns.

General Counsel stated that the anxiety is perplexing as there is a solid management platform in place right now and the District is not in jeopardy. In order for the District to dissolve the residents and the Board would have to make that decision by majority vote.

Ms. Jeanne Osborne commented on the time period when Avatar was looking to sell Barefoot Bay fifteen years ago. They decided to sell to the residents as a way to keep the community in the hands of the people. She asked that the District maintain this mindset and let Barefoot Bay remain as it is with no changes.

Ms. Nancy Eisele agreed with Ms. Osborne, stating that nowhere else can you have a voice to make real changes in your community as here in Barefoot Bay. She stated that she is satisfied with the way the community is run now and recommend keeping the Bay as it is.

General Counsel reiterated that the community is ultimately owned by the government but is very well managed right now. The residents are fortunate to have the management in place now and reminded them that they are owners in every sense of the word as they are able to make policy and financial decisions for the entire community.

## **Trustee Liaison Report**

Mr. Klosky reported on the ARCC meeting held on April 19, 2016, there were 12 applications. All were approved. The next ARCC meeting is scheduled on May 3, 2016 in the Lounge at 9 AM. The Violation committee met on April 22, 2016 18 properties were found in violation. The next Violation committee meeting is scheduled on May 13, 2016 at 10AM in D/E.

Ms. Wright reported on the Food and Beverage department's upcoming Mother's Day Brunch on Sunday, May 8th starting at 1:30 PM until 6:00 PM. Brunch buffet includes a complementary mimosa for mom. Music by Collins and Company beginning at 2 PM. Purchase tickets for \$10 at Resident Relations, 19th Hole or the Lounge. She thanked Ms. Kathy Mendes for taking time out of her busy



# BAREFOOT BAY RECREATION DISTRICT

schedule to tour the Lounge, Building A and the 19th Hole with her and Facilities Planning Committee Chair, E.J. Wright, as they discussed how to meet the future needs of the Food and Beverage Department in the most fiscally responsible manner.

Mr. Diana has been working with the District Clerk, Dawn Myers, to develop the final report for the Attorney evaluation.

Mr. Lavier had no report at this time.

Mr. Cavaliere had no report at this time.

Mr. Harold Wortman discussed the April 21st Special HOA meeting which, per the HOA by-laws, would allow the homeowners to vote on the Executive Board's request that Ms. Nancy Eisele resign from the Board. Ms. Eisele was given an opportunity to respond to the request to leave the Board and chose to deny the request. The homeowners had an opportunity to respond and voted 84-47 in favor of allowing Ms. Eisele to remain on the Board.

## **Trustee's Incident Remarks**

Mr. Klosky announced the next BOT Budget Workshop on May 3, 2016 at 9AM in Building A.

Ms. Wright addressed recent concerns brought to her attention that she is strictly for the "HOA". She clarified that she surrounds herself with intelligent, dedicated, motivated, people who are interested in improving the community. She maintained that she is here to support all the residents, which a majority are homeowners, therefore, are all part of the HOA. She is happy to be on a progressive non-exclusive Board now and reiterated that she is the "People's Trustee" she stated the only one she owes is "You".

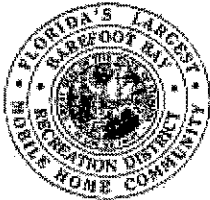
Mr. Klosky read a definition of the word "Liasion" as a reminder to Trustees and committees of what is expected of them. He presented this information due to the recent confusion on the correct meaning of this term and to avoid the micromanaging of staff.

## **Audience Participation**

Mr. Don Gremillion discussed his concerns about the dilapidated property next door to him which has multiple violations. He inquired if the District would address this issue. General Counsel informed him that he presently has this case in his office and after the meeting he will update him on the current status.

Mr. E.J. Wright addressed Mr. Cavaliere and asked for clarification regarding his vision for the future of Barefoot Bay. He voiced concern at Mr. Cavaliere's change from the platform he ran on such as repairing the current infrastructure compared to his current stance of replacing buildings and borrowing money. Mr. Cavaliere clarified that his position thus far is merely to provide information about investments and options for the residents and for the future plans for the buildings. He is not advocating anything but is simply responding to the concerns of the residents. Mr. Cavaliere stated that he has tried to work with the HOA about these issues but in his opinion the HOA are opposed to what he has to say simply because he did not support the recent fining authority issue. He stated that we should start working together rather than remain a divisive community.

Ms. Loretta Dorn inquired about the revenue from Pasta Night and asked if this is the only profit making event at the 19<sup>th</sup> Hole. She continued to inquire about the operations of the Food and beverage department. Mr. Coffey informed Ms. Dorn that there is a document called Principles of Operations which outlines the operations for Food and Beverage. He stated that she can stop by Building F to pick it up anytime and this should answer all her questions.



# BAREFOOT BAY RECREATION DISTRICT

Mr. Jack Reddy asked that the trustees focus on getting a reliable security system for the Bay and establish a better rental policy than we currently have. He also voiced his disagreement with the way the Building F project was presented to the residents as, in his opinion, this project should have been on a referendum for a vote by the residents.

Mr. Greg Deslandes thanked the staff and fellow residents for their hard work and dedication. Ms. Cuddie was instrumental in getting FPL to replace the street lights, Ms. Donna Bond is doing a great job establishing the neighborhood watch programs and thanked Ms. Myers for her dedication with the committees.

Ms. Carole Kennedy implored the District to work with the HOA and work together for the betterment of the community.

Ms. Kathy Lesh reiterated that we need to work together as we are all part of the same community, we are all the HOA. She voiced dissatisfaction for four of the five trustees and stated she regretted voting for them.

Ms. Carol Joseph spoke about the small services all over the Bay that make this a great cohesive community. She maintained that these services are presented by the HOA who truly is all of us. The HOA has been reaching out to our neighbors for many years and adding to the richness of our community.

Mr. Harold Wortman discussed the HOA survey which revealed that majority of the residents had deep concerns regarding DOR violations all over the community. As a result, he worked with John Coffey to remedy the violations which was a success and with the new employees DOR is doing a much better job. He discussed other issues that the HOA and the District have come together to resolve with only one negative, which is the District's refusal to work with the HOA on the fining issue.

Ms. Nancy Eisele thanked everyone for the vote of confidence on Thursday night that she remain on the Board. She reminded the residents that the first Thursday in May is National Day of Prayer and invited the residents to join the prayer group at 12PM behind Building F.

The next meeting is scheduled for Friday, May 13, 2016 in Building D/E at 1PM.

*Mr. Diana made a motion to adjourn. Second by Ms. Wright.*

Meeting adjourned at 3:20 p.m.

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Steve Diana, Secretary

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Dawn Myers, District Clerk

**Meeting Date**

Sep. 27, 2016

**Agenda****Section** 9**Item No** C**Agenda Report*****Barefoot Bay Recreation District Board of Trustees*****Subject:** 19<sup>th</sup> Hole Flooring Replacement**Dept/Office:** Capital**Requested Action:** Authorization to Proceed with Project**Summary Explanation and Background:**

The flooring in the 19<sup>th</sup> Hole is damaged and in need of replacement. Staff solicited the following quotes:

\$4,774 Home Depot

\$7,032 Empire Today

There is sufficient available budget in the FY16 Capital Department's Replacement Lawnmower budget (\$7,978.58 after \$4,000 was transferred to the Lawn Bowling Irrigation project) to cover the anticipated expense.

Although the Community Manager has the authority to authorize the project and transfer the funds (only within a single department), the approval of the BOT is sought prior to the project for transparency of the use of budgeted funds within the Capital Department.

Staff recommends the BOT authorize staff to proceed with the project and to transfer required budget from the balance of the FY16 Lawn Mower Replacement project.

**Exhibits Attached:** Quotes from Home Depot and Empire Today

**Contact:** Kathy Mendes, Food & Beverage Manager; and Matt Goetz, Property Services Manager

**Fiscal Impact:** \$4,774

**Contract/Agreement Reviewed by Attorney:** N/A

**Community Manager's Approval:**



# BAREFOOT BAY RECREATION DISTRICT

## Board of Trustees Regular Meeting

Friday, September 27, 2016  
7 P.M. –Building D&E

### Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on September 27, 2016 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 1:00 P.M.

### Thought for the Day

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

Mr. Lavier led the Pledge of Allegiance to the Flag.

### Roll Call

Present: Mr. Klosky, Ms. Wright, Mr. Lavier, Mr. Diana, and Mr. Cavaliere. Also present: General Counsel Cliff Repperger, Dawn Myers, Acting Community Manager and Sue Cuddie, Acting Recording Secretary

### Minutes

*Mr. Cavaliere made a motion to approve the minutes of September 9, 2016. Second by Mr. Lavier. Motion carried unanimously.*

### Treasurer's Report

Mr. Cavaliere presented the Treasurer's Report for September 27, 2016.

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

### Audience comment on Agenda Items

None brought forward

### Unfinished Business

#### DOR Violation

Cases 16-000497 (Lamppost), 16-000989 (Skirting), 16-000959 (Exterior maintenance) - 879 Hawthorn Circle were brought to the Board for direction on May 13, 2016. The Board approved a motion to accept the Violations Committee recommendation to forward the cases to the attorney's office. General Counsel Repperger proceeded to bring court action against the property owner. The court granted an order on September 6, 2016 allowing the property owner seven days from the date of the order to bring the property into compliance. The owner has gone past the seven days with no corrective action and General Counsel now recommends the Board make a motion to pursue contempt





# BAREFOOT BAY RECREATION DISTRICT

proceedings with the Court rather than have the District get involved with contentious items. The Court would probably grant an order to show cause and a hearing date. He explained that in the event the owner does not show up in court, the judge may issue a bench order for the owner. Whereas the resident will have to explain why he has not brought the property into compliance.

*Mr. Cavaliere made a motion that we issue a contempt of court order with General Counsel Repperger's office. Second by Ms. Wright. Motion carried unanimously.*

## **Aqua Zumba Pool #3 Schedule**

On May 24, 2016, the Board directed staff to allow Aqua Zumba to retain their Tuesday, Wednesday and Thursday 2-3pm schedule (previously was Tuesday, Thursday and Saturday). Additionally, the Board instructed staff to place the issue on the agenda for review in four months. Mr. Cavaliere maintained that this is a staff issue, as scheduling classes should not be placed on an agenda for Board direction.

*Mr. Cavalier made a motion to forward the issue to staff to determine what the best schedule should be for the residents. Second by Mr. Lavier. Motion carried unanimously.*

## **Sunshine Rentals Lease Renewal**

Sunshine Rentals lease expires on September 30, 2016. On August 23, 2016 the Board approved a motion to execute the lease at a square footage rate that is no lower than the lowest in the shopping center (monthly rent would be \$503.78 for first year) and to meet \$10 a foot rate within one year. The tenant has countered the lease offer with a new proposal. This proposal would put the tenant at the Board directed \$10 a square foot rate within two years. The tenant has also requested the ability to opt out at the end of the first and second year. Board discussed precedence in the case of another lessee whose rates were considered two years ago.

Mary Vanderhoof was available to speak for her mother, Joy Liddy, owner of Sunshine Rentals. She asked that the Board consider a step scale to the recommended \$10 per square foot over time rather than the full 30% increase to their rent amount in one year as this will be a hardship on the business.

Mr. Cavaliere commented on the previous Board decision where the leases went up to \$10.00 a square foot and he is not willing to change what passed last year. In an effort to maintain similar rates for all the vendors in the shopping center, the Board considered the step scale for Ms. Liddy's business.

*Mr. Cavalier made a motion that Sunshine Rentals lease amount for the first year will reflect \$8.27 per sq.ft, second year \$9.27 per sq.ft., with the third, fourth and fifth year at \$10 per sq. ft. Second by Ms. Wright. Motion carried unanimously.*

Mr. Cavaliere was not in favor of adding an escape clause and requested Ms. Cuddie not add this to the lease.

## **Audience Comment**

Mr. Ernest Loening spoke regarding an e-mail he received from John Coffey regarding off duty deputy presence at the Board of Trustees meetings. He requested adding an agenda item for discussion at the next meeting.



# BAREFOOT BAY RECREATION DISTRICT

## **ARCC Guidelines Revisions**

Ms. Sue Cuddie presented the ARCC Guidelines revisions based on the Deed of Restriction stipulations. *Pursuant to the Article II, Section 2 of the Deed of Restrictions: The ARCC shall have the authority to promulgate regulations relating to all construction and landscaping for lots within Barefoot Bay. Such regulations may, without formal amendment of this Deed of Restrictions, be created, amended, modified, altered or changed by a majority vote of the ARCC, provided, however, that notice of any such amendment, modification, alteration or change to the regulations shall be given in writing to the Recreation District as soon as practicable after adoption thereof by the ARCC. A copy of any such amendment, modification, alteration or change to such a regulation shall be maintained in the offices of the Recreation District and shall be made available on request to any interested party upon payment of a reasonable copying fee.*

Revisions presented as follows:

### **Landscaping & Privacy Materials**

Landscaping with appropriate plants, grass, shrubs and/or trees in compliance with regulations adopted by the ARCC. Landscaping in accordance with the Brevard County Landscape Ordinance.

A. Privacy Landscaping materials defines a barrier or opaque screen which is utilized on the side of carports, around decks, or runs along any lot line or parallel to any lot line. Such barrier or opaque screen may not exceed six (6) feet in height and may be constructed of vinyl panels, painted wood, vinyl lattice, powder coated aluminum, steel or other ARCC approved materials. 1) No cumulative total of feet for all barriers on any one property may exceed thirty two (32) feet. 2) Said barrier or opaque screen shall comply with the provisions of Sec. 62-2109 Code of Ordinances of Brevard County, Florida. 3

### **Skirting Material**

Definition of Skirting material- material that is sufficient to enclose the entire base of the home.

It is constructed of stucco, stone, stucco finished concrete block, outdoor Hardi Board skirting or other ARCC approved material. 4 (Hardi Board bolts & seams have to be concealed with Stucco type finish) Wood framing is not allowed. Vinyl skirting is not allowed.

*Mr. Cavaliere made a motion to approve the ARCC Revisions recommendation with a stipulation that once a material is approved, it remains approved going forward regardless of the requestor. Second by Mr. Lavier. Motion carried unanimously.*

## **Offer by Owner of 2002 Restaurant**

Board discussed the offer by Mr. Ray Macht, owner and operator of 2002 Restaurant located in the Barefoot Bay Shopping Center, for the District to consider buying him out of his lease at an asking price of \$125,000. Mr. Cavaliere commented that if he wants to leave the equipment and the building, we can work with him, however we will need more information before considering early termination. Mr. Lavier agreed that we can look into this as an alternative location to the 19<sup>th</sup> Hole for larger events such as Pasta Night and other Food and Beverage events that bring large crowds. He stated we should seriously consider the offer and negotiate with Mr. Macht. If he wants to leave the equipment we can examine the possibility. Ms. Wright was in agreement, as it would largely free up the 19<sup>th</sup> Hole up for the golfers.



# BAREFOOT BAY RECREATION DISTRICT

*Mr. Cavaliere made a motion to have General Counsel send a letter to Mr. Macht thanking him for his offer, however we will not consider his offer at this time unless the equipment is included and inspected and found to be in good condition, then the Board would be willing to negotiate a deal. Second by Mr. Diana. Motion carried unanimously.*



## **19th Hole Flooring Replacement Authorization**

The flooring in the 19th Hole is damaged and in need of replacement. Staff solicited two quotes from Home Depot at \$4,774 and Empire Today at \$7,032. Although Mr. Coffey has the authority to authorize the project and transfer the funds (only within a single department), the approval of the Board is sought prior to the project for transparency of the use of budgeted funds within the Capital Department.

Mr. Cavalier inquired if the floor was commercial grade, Mr. Matt Goetz, Property Services Manager stated that it was. Mr. Diana asked if the floor will be placed behind the bar as well and Mr. Goetz confirmed the flooring will be placed in the back and front of the bar and entryways.

*Mr. Lavier made a motion to authorize proceeding with the project and to transfer the required budget from the balance of the FY16 Lawn Mower Replacement project. Second by Mr. Cavaliere.*

*Motion carried unanimously.*

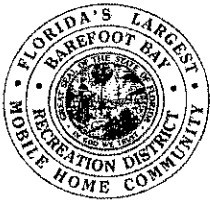
## **Finance Committee Recommendation**

At the September 8<sup>th</sup> Finance Advisory Committee Meeting, the committee forwarded the following recommendations to the Board:

1. To reallocate \$50,000 Community Watch Officers funding to General Fund Contingency.  
The Finance Committee discussed and agreed that reallocation of the fund to Contingency until the need of Community Watch Officers arise in the future.
2. To reallocate \$27,000 Golf Project expenditures to General Fund Contingency. The Finance Committee discussed and agreed that reallocation of the fund to Contingency until the Golf Manager asks for it at a later time. Also, reallocation of the fund will benefit the bottom line of the Golf Department.
3. To reallocate \$17,740 Management Analyst position to General Fund Contingency.  
The FAC members discussed and agreed that the reallocation of the fund to Contingency until the need arises and can be justified.

The Community Manager recommended the Board reject the three recommendations for the following reasons:

1. The Board added the community watch program to the FY17 Proposed Budget, mailed the FY17 Proposed Budget to homeowners with it contained therein and adopted the FY17 Budget on June 28, 2016 which included the community watch program.
2. The Board added the off-setting expenditure of the 10% golf membership increase to the Administration-Finance Contingency line-item account in the FY17 Proposed Budget which later was approved in the FY17 Budget.
3. The Finance Committee reviewed the Management Analyst decision point in March and April 2016 and did not make a recommendation at that time. The Board adopted the FY17 Budget to include funding for the Management Analyst position.



# BAREFOOT BAY RECREATION DISTRICT

*Mr. Cavaliere made a motion to reject the Finance Committee recommendations per staff recommendation. Second by Mr. Diana. Motion carried unanimously.*

## **Ballot Committee Rules Revision**

Mr. Klosky recommended forming an Ad hoc committee to create a resident survey on direction for the Bay and the census.

Ms. Wright inquired if the current Ballot Committee applications submitted will be accepted. Mr. Cavaliere stated that we need to make sure the committee knows what we want to accomplish.

*Mr. Diana made a motion to pursue an Ad Hoc committee to develop the proposed census and survey. Second by Ms. Wright. Motion carried unanimously.*

## **Facilities Planning Advisory Committee Recommendation: Beach Grant Projects**

At the September 15<sup>th</sup> Facilities Planning Advisory Committee Meeting, the committee reviewed the specific projects for the recently approved Coastal Partnership Initiative \$60,000, 50% match grant agreement. They also reviewed the conceptual site plan for the Beach and recommended the following projects to the BOT:

- Signage (required) 1,000
- Electronic gate access 20,000
- Exotic removal 5,000
- Berm (landscaped along A1A) 24,000
- Water access modification (required) 2,000
- Educational signage 2,000
- Design 6,000

For a Total of \$60,000,

*Mr. Diana made a motion to accept the Finance Committee recommendations and authorize staff to submit a modification request to DEP for the CPI grant. Second by Mr. Cavaliere. Motion carried unanimously.*

## **Direction to Committees**

Due to some recent issues and concern regarding the direction the committees are taking, Mr. Cavaliere recommended the Board take responsibility for the topics the committees are researching. He suggested the Board give each committee a list of things they want them to work on and bring information back to the Board for approval. He suggested the liaisons should request that we get a report from the committee regarding what they are working on. Ms. Wright stated she feels we should do a better job of helping the committees rather than starting all over again.

Mr. Harold Wortman stated that he thinks the committees are worthwhile, and believes that we should have a strong liaison to guide the committee Chairs. The committee members are very experienced and capable. They should bring problems with solutions to the Board.

Mr. Lavier agreed that the Board needs to give direction to the committees rather than the committees directing the Board.

Ms. Jeanne Osbourne voiced her dissatisfaction with the direction of this topic as it is offensive to the committee members. She stated that if there is a problem, it should be addressed with the committees.



# BAREFOOT BAY RECREATION DISTRICT

The committees have tried to live up to the duties assigned to them. She stated the Liaison should work closer with the committee to tell them what they want to work on.

Ms. Carol Joseph stated that everyone wants the same thing, and it is a communication issue.

Ms. Wright stated that she feels we are working well together. The committees are much better now that the Board no longer chairs the committees. Mr. Klosky stated he feels the committee liaisons are doing what they should be doing. Mr. Diana stated that he was ready to call for the abolishment of a particular committee and reappointment of certain members. In his opinion, if the Board gave more direction to the committees the recent controversy in the Security Committee would not have happened. He pointed out in particular, the recent committee recommendation regarding placement of four armed guards working for the District.

*Mr. Cavaliere made a motion that the Trustee liaisons instruct the committees on what information they need back from that committee, and the liaison brings the recommendations back to the Board. Second by Mr. Diana. Motion carried unanimously.*

## **Common Area Designation**

At the Board's meeting held on September 9, 2016, the Board voted to move forward with designation of the BBRD common areas and facilities consistent with applicable laws prohibiting sexual offenders and sexual predators General Counsel Repperger is in the process of drafting a Resolution as appropriate. He is planning to discuss the issue with staff and representatives of the Brevard County Sheriff's Office to ensure that designations are consistent with what is needed for effective and legal enforcement against such sexual offenders and sexual predators on the property of the Barefoot Bay Recreation District. He plans to have further information for the next agenda.

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

## **Manager's Report**

Staff request direction from the Board regarding the District working with and coordinating a fire prevention campaign with Mr. Mike McElrath, Disaster Program Specialist of the American Red Cross, Space Coast Chapter or whether this should be a function of HOA. Typically, Red Cross volunteers, volunteer firefighters, and other community members go out in teams of 3 or 4 and go door-to-door offering to check existing alarms, install brand new ones, and educate residents about fire safety, escape plan, etc.

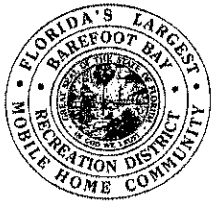
*Ms. Wright made a motion that we have the HOA work with the Red Cross for the Fire Safety Campaign. Second by Mr. Cavaliere. Motion carried unanimously.*

Staff will be hosting a Bobcat demonstration of our newly purchased stormwater equipment on Thursday, October 13, 2016 off of Falcon Drive location at 8:30AM.

All taxes and fees are now paid and staff has listed the surplus property at 635 Hyacinth with ReMax for \$18,000.

Chairman Klosky, Community Manager Coffey and District Clerk Myers were present to receive two checks for \$348.51 and \$473.43 from BBRD's insurance company last week. The checks were for reimbursement for safety improvements of the steps at the Golf Course and the repair of irregular flooring in the 19<sup>th</sup> Hole walk-in cooler.

Beginning in early October the eastern shuffleboard court will be closed to repairs. Staff will be posting signage in advance of the specific closure date.



# BAREFOOT BAY RECREATION DISTRICT

## Attorneys Report

No report

## Committee/Liaison Reports

Ms. Wright stated that the Recreation Committee met on September 15<sup>th</sup> and discussed croquet, soccer field and playground on other side of Micco. She stated that the committee is collecting ideas and prices for those projects. Anyone with ideas or information on these topics are welcome to share with the committee at anytime. The DOR and Charter are in the final stages of finalizing project. Food and Beverage announced a new trivia game on Wednesdays in the Lounge from 6-30-8:30PM. Saturday night Ladies of Soul was fantastic, and Building A looked amazing.

Mr. Lavier reported on the Golf Phase 1 bunker project now complete. Breast Cancer Golf Tournament is coming up on October 15<sup>th</sup> more information available at the Proshop, The irrigation controller has been received and Mr. Cruz is preparing the courser for overseeding. The Proshop will be closed Friday September 30<sup>th</sup> for annual inventory. Mr. Lavier gave the update on Property Services. They completed installation of the replacement sidewalk at Egret Circle and the bridge , installed 260 feet more conduit for the security camera upgrade at the playground, repaired a large piece of floor and water heater behind the bar in the lounge, installed a new irrigation system for lawn bowling and are also continuing training on the new bobcat stormwater equipment.

Mr. Cavaliere stated that the Finance Committee has not met since his last report. The committee is currently working on scheduling bank presentations for the next meeting.

Mr. Diana reported on the Facilities Committee and working to provide better direction and District Clerk office is running smoothly.

Mr. Klosky provided the ARCC and Violation report for the last month.

ARCC Meeting - 9/20/2016

Total ARCC Permits Reviewed	15
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Total ARCC Permits Approved	14
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Completed ARCC Inspections	15
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Violations Committee Hearing - 9/23/2016

Cases in Violation	18
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Cases Complied	9
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Total Cases	27
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# BAREFOOT BAY RECREATION DISTRICT

## Incidental Trustee Remarks

Mr. Cavaliere shared a resident suggestion regarding acquiring a tornado siren. Ms. Wilma Weglein stated she will check into it.

Ms. Weglein gave a report on HOA. The Homeowner Orientation was very successful, about 40 homeowners attended. The HOA Board Meeting occurs on October 4<sup>th</sup> at 7PM in Building D. At the November 11<sup>th</sup> HOA meeting the speaker will be the Brevard County director of Natural Resources on the lagoon. HOA will host the National Candidate Forum on October 16 from 2-5PM in Building A. A Country Western Dance will be held in Building A from 7-10PM on October 22<sup>nd</sup>. Bar opens at 6PM.

Ms. Wright referred to a recent letter from a resident regarding the timeline for the stormwater project. General Counsel Repperger stated that he was aware of it and is working closely with Mr. Coffey regarding finalizing the contract. Mr. Diana commented on a drainage project on his street through the County, that has been extended to three months from the initial three weeks proposed. He stated that though it can be frustrating sometimes these projects do take time.

## Audience Participation

Mr. Harold Wortman commented on a dialogue from the Board of Trustee Workshop last Tuesday regarding his suggestion that the District budget additional funds to buy and replace dilapidated houses in the Bay. He stated he suggested reserving \$100,000 for the venture by carefully monitoring spending, not raising the assessment fee as Mr. Cavaliere subsequently suggested. Mr. Cavaliere responded that the budget is already accounted for and Mr. Wortman will have a difficult time finding an additional \$100,000.

Mr. Ernest Loening addressed the letter from Ms. Wright regarding his intent to malign her name. Ms. Connie Bennett questioned whether amenities in the Bay are making money. She suggested that there should be a break-even point. Mr. Cavaliere gave his definition of amenity in the Bay and explained the concepts from the Food and Beverage Principles of Operations Report which can be found on line or the hard copy in Building F.

Ms. Nancy Eisele spoke regarding the roads on Periwinkle and Silverthorne being under construction for some time now. She asked that someone please look into this.

## Adjournment

The next meeting will be on October 14, 2016 at 1PM in Building D/E.

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

Meeting adjourned 4:03PM.

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Steve Diana, Secretary

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Dawn Myers, District Clerk



**Administration**

	Current Period Actual	Current Year Actual	Total Budget - Original	TTL Budget Revised	Balance Remaining
Contingency					
Contingency	0.00	0.00	23,362.00	7,861.06	7,861.06

**Property Services**

	Current Period Actual	Current Year Actual	Total Budget - Original	TTL Budget Revised	Balance Remaining
Maintenance & Repairs					
Repairs and Maintenance Prior Year Funding	0.00	0.00	0.00	5,101.42	5,101.42

**Capital**

	Current Period Actual	Current Year Actual	Total Budget - Original	TTL Budget Revised	Balance Remaining
Revenues					
Other Income					
Prior Year Carry-Over Balances	0.00	0.00	0.00	100,628.44	100,628.44
Total Other Income	0.00	0.00	0.00	100,628.44	100,628.44
Total Revenues	0.00	0.00	0.00	100,628.44	100,628.44

Expenditures					
Contingency					
Contingency	0.00	0.00	50,000.00	395.16	395.16
Total Contingency	0.00	0.00	50,000.00	395.16	395.16
Capital Outlay					
Property Services Roof & Gutter Replacement	0.00	3,480.00	0.00	7,170.00	3,690.00
Egret Bridge Rail Replacement	0.00	2,767.50	0.00	2,767.50	0.00
Scoreboard at Softball Field	0.00	8,900.00	0.00	8,900.00	0.00
Pool 3 Pit Replacement	0.00	10,023.88	0.00	10,023.88	0.00
Lawn Bowling Renovation	0.00	1,379.63	0.00	0.00	(1,379.63)
Softball Field Repair	0.00	16,139.00	0.00	16,139.00	0.00
Removal of Undesirable Homes	0.00	7,531.32	8,200.00	8,200.00	668.68
Replacement Lawnmower	0.00	18,021.42	30,000.00	26,600.00	8,578.58
Replace Damaged Concrete	4,292.50	8,285.00	25,000.00	25,000.00	16,715.00
Upgrade Elec. Infrast. in Bldg A	0.00	23,525.95	30,000.00	30,000.00	6,474.05
Replace Shed for Garden Club	0.00	4,010.00	4,000.00	4,000.00	(10.00)
Lawn Bowling Gutters	0.00	2,553.62	4,000.00	4,000.00	1,446.38
Restoration of Bunkers Phase 1	27,402.80	27,402.80	30,000.00	30,000.00	2,597.20
Expansion of #11 Tee Box	0.00	8,769.00	8,800.00	8,800.00	31.00
F&B POS System	712.25	9,813.19	0.00	9,100.94	(712.25)
R.R. Golf Cart Replacement	0.00	3,200.00	0.00	3,300.00	100.00
Building D&E Design	0.00	23,400.00	0.00	23,400.00	0.00
Courtesy Golf Cart	0.00	9,653.70	0.00	9,653.70	0.00
Building A Shed	0.00	2,900.00	0.00	2,900.00	0.00
Building A Shed #2	0.00	2,700.00	0.00	2,700.00	0.00
Building D&E Fire Alarm System	0.00	10,951.14	0.00	10,951.14	0.00
CCTV Replacement and Expansion	0.00	19,232.81	0.00	0.00	(19,232.81)
19th Hole Oven	0.00	4,667.97	0.00	0.00	(4,667.97)
Replacement of Vehicle/Equipment Lift	0.00	2,795.00	0.00	0.00	(2,795.00)
Bldg. D Ceiling Mounted Projector and Screen	5,968.00	5,968.00	0.00	0.00	(5,968.00)
Replacement of 19th Hole Floor	4,773.83	4,773.83	0.00	0.00	(4,773.83)
Signs at Entrances/Micco Road	0.00	0.00	0.00	2,000.00	2,000.00
Building F Replacement	0.00	50,037.52	0.00	53,628.06	3,590.54
Replacement of Irrigation Sys @Lawn Bowling	3,315.00	3,400.00	0.00	3,400.00	0.00
Beach Project Ph.2 (Grant)	4,980.00	4,980.00	0.00	0.00	(4,980.00)
Total Capital Outlay	51,444.38	301,262.28	140,000.00	302,634.22	1,371.94
Total Expenditures	51,444.38	301,262.28	190,000.00	303,029.38	1,767.10

<b>Meeting Date</b>
Oct. 25, 2016



<b>Agenda</b>	
<b>Section</b>	<b>9</b>
<b>Item No</b>	<b>C</b>

Agenda Report  
*Barefoot Bay Recreation District Board of Trustees*

**Subject:** BOT Rules Revision: Elimination of Trustee Departmental Liaison Function

**Dept/Office:** Administration: District Clerk

<b>Requested Action:</b> Direction to Staff
<p><b>Summary Explanation and Background:</b></p> <p>On 09Sep16, the BOT briefly discussed finding #7 (In essence, Barefoot Bay Recreation District is governed by two different forms of government) of the Baenziger report.</p> <p>Trustee Wright requested this item be placed on the agenda to discuss the possibility of eliminating the Trustee Departmental Liaison function. The BOT Rules, where said function is listed (page 6, Article VI, Section 1) is attached with the relevant language deleted using the strike through/underline method.</p> <p>Specifically the following text is recommended to be deleted if the BOT wishes to enact the proposal by Trustee Wright.</p> <ul style="list-style-type: none"> <li>• Liaise with assigned BBRD department managers, provide perspective to said department manager and report on departmental activities at Board of Trustees meetings (under no circumstances shall the Trustee liaison provide specific direction to a department manager or individual staff member);</li> </ul> <p>Staff requests direction regarding this matter.</p>
<b>Exhibits Attached:</b> Excerpts from Baenziger Report, Excerpts from 09Sep16 BOT Meeting Minutes Proposed revised BOT Rules and Resolution
<b>Contact:</b> Dawn Myers, District Clerk; and John W. Coffey, Community Manager
<b>Fiscal Impact:</b> TBD
<b>Contract/Agreement Reviewed by Attorney:</b> No
<b>Community Manager's Approval:</b>

## **OPERATIONAL REVIEW OF BAREFOOT BAY RECREATIONAL DISTRICT**

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The effect of frequently reconsidering an issue is not positive, however. First, they are costly. Contractors and consultants begin work and then are told to change direction. That results in additional billings. It also results in the consultants and contractors losing faith in the District's decision making abilities and in losing interest in bidding on District projects. Hence the bidding process becomes less effective because fewer bids may be received, the bids received may be higher and/or the resulting work may be of lower quality. Second, the staff hesitates to take action once given direction. Their thinking might be, "The Board is just going to change its mind anyway so there is no point in getting started now." Waiting a little may also save the District money since there will be fewer false starts.

### **Recommendation #6: Adopt a Board rule that requires a supermajority of six of the nine trustees to vote to reconsider an item.**

Two of the most frustrating situations in government from the point of view of the public are to see its government (1) make a bad decision and (2) to waffle back and forth seemingly unable to make up its mind.

The Trustees want to make the right decision. Most of the decisions that the Board makes, however, do not affect the health, safety and welfare of the residents. To discuss the decisions repeatedly is not productive. A supermajority would limit the number of reconsiderations and move projects along – saving money from design changes and the like while avoiding public frustration.

After it votes, should the Board discover that a better way exists to conduct a project, certainly six of the nine members will recognize the validity of the new approach and adopt it. If not, then in spite of the feelings of those that want to reconsider the matter, it is probably not of sufficient consequence to make a significant difference in the long run.

If the District adopts this recommendation, we also suggest that this change be made formally to the District's charter. Otherwise, the rule could be changed from one meeting or, indeed, one item to the next.

### **Finding #7: In essence, Barefoot Bay Recreation District is governed by two different forms of government.**

Local governments typically utilize one of three approaches to managing their operations.

The first is the strong mayor form which is modeled on the federal system of government. An individual is elected to be the mayor who has responsibility for the day-to-day operations of the government. Another body, typically five members, acts as the legislative arm of government. It can pass legislation but the mayor has veto power. The advantage of this form is that one elected official has a mandate to go forward with

## **OPERATIONAL REVIEW OF BAREFOOT BAY RECREATIONAL DISTRICT**

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specific programs. The disadvantage is that, on the local level, people tend to be good managers or good politicians but not both. Nothing is more frustrating to a community to select a mayor who is incapable of running an effective government.

The second form of government is the commission form. Under it, the elected body divides into subcommittees and each subcommittee takes responsibility for a specific area of government. Department heads report directly to, and take direction from, the appropriate subcommittee. The advantage of this form is that responsibility for operating the government is spread evenly among the elected officials. The disadvantage is that it is difficult to maintain consistency within the government – the subcommittees may adopt different policies for managing and rewarding staff, discipline, procurement and so on. The result can be confusion among the employees concerning what they should be doing and how. Additionally, departments frequently must rely upon each other to achieve the government's goal and when even simple priorities conflict or an error is made, subcommittees may need to take the matter to the full board to resolve the issue and to hold the responsible parties accountable. In a sense, everyone is in charge and no one is in charge. Finally, as volunteers, elected officials often do not have the time to stay abreast of developments in technology and management in government in general, not to mention their specific respective areas of responsibility. This form of government can be effective but for it to be so, a number of natural barriers must be overcome. As a result, the commission form of government has virtually become extinct.

The third form is the manager form of government. Under it, a group of residents are elected to oversee the government and to set policy. The board are all equals in terms of authority and they only provide direction by acting as a group where the majority rules. They, in turn, appoint a professional manager to carry out the direction of the elected board and to oversee the day-to-day operations. The manager should be a professional with demonstrated knowledge of management and operations. The advantages are that accountability is centralized in one individual, the manager, and she/he is responsible for every action that the staff takes. Policy will be consistently applied and enforced. If the manager is ineffective, then the board should fire the individual and hire someone who will do a better job. The disadvantage to this system is that the manager has to wait for direction from the board. By contract, in the strong mayor form, within proscribed parameters, the mayor recognizes a problem and addresses it.

Presently, the District is run by a combination of the manager and commission forms of government. The Manager is the officially designated CEO overseeing day-to-day operations while the Board has "Board Representative Designees" which are sometimes assisted by committees. Officially the Designees have no operational authority. Instead, they are to gather information only. Unfortunately, some of the staff and Board Designees feel the Board Designees have some operational authority. The result is that clear lines of authority do not exist, operational effectiveness suffers and money is spent unwisely. For example, recently, one of the trustees told the maintenance staff to erect a sign at the RV parking site.

## **OPERATIONAL REVIEW OF BAREFOOT BAY RECREATIONAL DISTRICT**

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After spending time and money to have the sign made, the staff installed it. The next day a second trustee saw the sign and told the staff to take it down so they did. The sign now sits at the maintenance shop waiting for someone to give further instruction.

We do want to emphasize at this point that we have met all of the members of the Board of Trustees and a majority of the staff. We believe that they are all well-meaning individuals with the best interests of the community in their hearts. We believe that the Board has stepped in to give direction to staff and resolve the problems because prior management left undone items that the Board feels need to be done. Nature abhors a vacuum and the Board has filled it. In some cases, the result has been positive. In others, it has been quite the opposite and resulted in inefficient operations and additional cost to the District.

**Recommendation #7A: The Board needs to define clearly what form of government it wants to utilize in Barefoot Bay and abide by it. We believe the form that has been officially sanctioned by the Board, the manager form, is the best alternative.**

In the form of government that the District has adopted, the manager form, the Board is supposed to make policy and give direction to the District Manager. The Manager, in turn, is supposed to oversee the day-to-day operation. Board members should not give instructions directly to staff members. It is appropriate for them to ask questions to gain information but not to give direction.

When a trustee gives direction directly to staff members, two things happen. First the staff members, wanting to please, try to carry out the trustee's wishes without knowing if that is something the majority of the Board would support. The sign story that we just cited is a good example of what happens and how money can be wasted. Second, it makes it impossible for the District Manager to do his/her job. As noted, the Board needs to give the manager policy direction. The manager then needs to prioritize needs, review available resources and give day-to-day direction. When a trustee tells a staff member to do something, it takes that staff member away from his/her assigned priorities, muddles the work schedule and destroys the chain of command. The result is that the District Manager cannot be held accountable for managing the District because she/he does not have control over the day-to-operations. It also prevents the Manager from being fully informed. She/he may not be even being aware of problems, problems that may have a broader scope than is immediately apparent to, say, the maintenance staff.

We should point out that this problem is not unique to Barefoot Bay, but rather occurs in many other jurisdictions as well. The reason is that elected officials are generally well meaning individuals (just as in Barefoot Bay), have been selected by their peers to be the leaders of their communities, truly want the best for their communities and feel an urgency to fix problems when they see them. Such actions are, however, in the long term, counterproductive and will destroy the effectiveness of the organization's management structure.



# BAREFOOT BAY RECREATION DISTRICT

## Board of Trustees Regular Meeting Friday, September 9, 2016 1 P.M. –Building D&E

### Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on September 9, 2016 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 1:00 P.M.

### Thought for the Day

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

Mr. Lavier led the Pledge of Allegiance to the Flag.

### Roll Call

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

### Presentations

The Board recognized Dorothy Larkin's retirement from her position as customer service representative in the Resident Relations department after over 10 years of service to Barefoot Bay. Resident Relations Manager, Sue Cuddie and Chairman Klosky thanked Ms. Larkin for her service and presented her with a commemorative plaque. Ms. Larkin thanked the Board and the residents for allowing her to serve them for the last 11 years. She stated that she will miss her work but is looking forward to enjoying her retirement here in Barefoot Bay.

### Minutes

*Mr. Cavaliere made a motion to approve the minutes. Second by Mr. Diana. Motion carried unanimously.*

### Treasurer's Report

Mr. Cavaliere presented the Treasurer's Report for September 9, 2016.

*Mr. Diana made a motion to accept the Treasurer's Report. Second by Ms. Wright. Motion carried unanimously.*

### Audience Participation (Agenda items only)

None brought forward.

### Old Business

None brought forward.



# BAREFOOT BAY RECREATION DISTRICT

## New Business

### FY17 Employee Insurance Renewal

Participating employees have been insured for medical coverage under United Health Care since October 1, 2015. However, due to the Affordable Care Act regulations, this plan is no longer offered and AHNQ is offered instead. Staff received 8 quotes from two companies for consideration on September 1, 2016 from Brown & Brown (BBRD's insurance broker). The Affordable Care Act regulations state that an affordable plan must be offered which is defined as not greater than 9.5 percent of an employee's W-2 Taxable income. For the FY17, the "Affordable \$5,000 Deductible AHNG" plan meets this criteria. Staff recommended the Board approve renewing the UHC plan AHNQ and select the UHC plan, "Affordable \$5,000 Deductible AHNG" as a second optional plan for employee Health insurance.

*Mr. Cavaliere made a motion to renew the UHC plan AHNQ for health insurance and the Affordable \$5,000 Deductible AHNG as the second optional plan. Second by Mr. Diana. Motion carried unanimously.*

*Mr. Lavier made a motion to renew the UHC Renewal F3387 PPO for dental insurance. Second by Mr. Diana. Motion carried unanimously.*

*Mr. Diana made a motion to select UNUM for employee Life and AD&D Insurance. Second by Mr. Lavier. Motion carried unanimously.*

*Mr. Diana made a motion to renew UHC plan 01U9116 for voluntary Vision insurance. Second by Ms. Wright. Motion carried unanimously.*

*Mr. Cavaliere made a motion to renew with Met Life for voluntary employee Life and AD&D insurance. Second by Mr. Diana. Motion carried unanimously.*

*Mr. Cavaliere made a motion to renew with Met Life for voluntary Short-term Disability insurance. Second by Mr. Diana. Motion carried unanimously.*

Mr. Diana thanked insurance broker Brown and Brown for their service to BBRD employees and inquired about the frequency of defined employer contribution in the industry today. Brown and Brown representative explained, with the Affordable Care Act, the employer must contribute at least 50% of the lowest rate plan available which is why they offer a second optional plan. He maintained that we are well above that at this point but definitely an option in the future.

## DOR Violations

Case # 16-002087 911 HYACINTH CIRCLE and Case # 16-002132 552 DOLPHIN CIRCLE came into compliance by the date of the meeting.

Case # 16-002019-526 PERSIMMON DRIVE violation of ARTICLE III, SECT. 2 ARCC (No Permit)

*Mr. Cavaliere made a motion to forward Case # 16-002019 526 PERSIMMON DRIVE to the attorney for legal and equitable action and lien the property for charges. Second by Mr. Diana. Motion carried unanimously.*

Case # 16-000981-1026 THRUSH CIRCLE violation of ARTICLE III, SECT.3 (A) (B) (C) (D) (E) Parking of Vehicles (Boats/Trailer/RV/Comm. Vehicles)





# BAREFOOT BAY RECREATION DISTRICT

*Mr. Diana made a motion to forward Case # 16-000981-1026 THRUSH CIRCLE to the attorney for legal and equitable action and lien the property for charges. Second by Ms. Wright. Motion carried unanimously.*

## **Shuffle Board Court Resurfacing**

Shuffle Board resurfacing is part of recently received \$50,000, no match grant from the Florida Recreational Development Assistance Program (FRDAP). The FY17 budget contains \$28,000 for the restoration of the east shuffle board courts. The remainder of the budget will be used for in house materials and other approved grant projects. Staff has already addressed the necessary concrete and drainage work adjacent to the courts which will be expensed to the grant project, however, the actual project work will not commence until after the new fiscal year approximately late October. Staff recommends the Board award the contract shuffle board court resurfacing to Nidy Sports Construction in the amount of \$14,235.

*Mr. Cavaliere made a motion to award the contract to Nidy Sports Construction in the amount of \$14,235. Second by Mr. Diana. Motion carried unanimously.*

## **Upgrade of Golf Course Irrigation Control Unit**

The current golf course irrigation computer system is aging. Our TORO distributor who sells the system we use now, is offering a promotional upgrade for \$11,806.40 compared to \$42,236.00 new. Staff recommends the Board award the contract using exception to competition #6 due to the savings from use of the proprietary equipment.

*Mr. Cavaliere made a motion to award the contract of \$11,806.40 to Westcoturf for upgrade of the Toro irrigation control unit using Exception to Competition #6 for proprietary equipment. Second by Mr. Lavier. Motion carried unanimously.*

## **Revised Food & Beverage Principles of Operations**

The BOT adopted the original Food & Beverage Principles of Operations on October 10, 2016 which serves as the guiding operational values in the management of the department. The Board reviewed an updated draft on August 4, 2016 and made changes which will allow staff the flexibility to close early in times when business is, shift from fixed menu pricing (raised once a year per approved budget) to a dynamic process where prices can be changed mid-year to off-set for sudden increased in commodity costs and increase themed meal events.

*Ms. Wright made a motion to adopt the Food and Beverage Principles of Operations. Second by Mr. Diana. Motion carried unanimously.*

## **FY18 Budget Preparation Calendar**

Per the BBRD Policy Manual and recent Board preferences, the FY18 Working Draft Proposed Budget is required to be provided to the Board, the Finance Advisory Committee, the Facilities Planning Committee and to the public (via our website and hard copies available in BBRD Administrative offices) no later than March 1, 2017. Mr. Coffey presented the FY18 Budget Preparation Calendar.

*Mr. Lavier made a motion to accept the FY18 Budget Preparation Calendar. Second by Mr. Diana. Motion carried unanimously.*



# BAREFOOT BAY RECREATION DISTRICT

## **Violations Committee Member Re-appointments**

Resolution 2008-1 Section 3 - Violations Committee (d) The Board shall appoint the members of the Violations Committee and the appointments shall be made for a term of three years. Resolution 2010-18 amending Resolution 2008-1 Section 3(f) A member of the Violations Committee may be reappointed upon approval of the Board of Trustees. John Atta's term ends on September 12, 2016 and is up for reappointment.

*Mr. Diana made a motion to reappoint John Atta on the Violations Committee for a term of three years. Second by Mr. Cavaliere. Motion carried unanimously.*

## **Baenziger Report Discussion**

Mr. Cavaliere discussed the operations analysis from 2005 that elucidated on best practices for Barefoot Bay. He specifically discussed the recommendation on advisory boards. Mr. Cavaliere proposed eliminating the department liaisons as was recommended in the report due to confusion over operational authority over staff. He pointed out that the Community Manager is very capable of managing the departments as his high rating on his evaluations suggests. Mr. Cavaliere suggested that the department managers should report directly to the Community Manager. He further stated that instead of dissolving the advisory boards his recommendation is to establishing HOA authority over the existing committees. He inquired if the other Board members had the opportunity to thoroughly review the report. Board consensus was to review the report and discuss it further at the upcoming Survey Workshop on September 20, 2016.

## **Adoption of Revised Policy Manual**

The Board reviewed the Policy manual July 28, 2016 and August 30, 2016 with a consensus to bring the revised Policy Manual to the Board of Trustees meeting for adoption.

Mr. Paul Voit made a suggestion regarding the travel policy for ARCC inspectors requesting use of their personal vehicles. He also requested adding language specifying reimbursement for mileage, alternate language for the inspection reimbursement such as prorating the fees based on the type of inspection as some homes require more than others and adding language specifying the amount of the reimbursement. Mr. Coffey discussed the past issues, such as safety concerns, that have placed the question of whether or not the District should maintain the inspection fees for ARCC volunteer inspectors. Ms. Wright inquired about the proposal of DOR officers taking over the inspections. Ms. Cuddie stated that this proposal is practical since the Officers are already in the area inspecting for violations and they also already have the software and equipment to record the inspections. The Board discussed the topic of paid inspectors as opposed to forwarding the assignment to the DOR officers. Mr. Klosky inquired about reimbursement of the one-time fee for the newly added language allowing for a pool pass for those residents who failed to update their badge within the regular time frame and arrive to the Bay outside of regular business hours. Board consensus to award the reimbursement to those residents receiving the pass when they update their badge on the next business day.

General Counsel Reppeger read the resolution:

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; PROVIDING FOR THE ADOPTION OF VARIOUS COMPREHENSIVE REVISIONS TO**



# BAREFOOT BAY RECREATION DISTRICT

THE POLICY MANUAL ADOPTED MAY 8, 2009, AS SUBSEQUENTLY AMENDED THROUGH FEBRUARY 13, 2015; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Mr. Cavaliere made a motion to approve the resolution amending the BBRD Policy Manual as written. Motion died for lack of second.

*Ms. Wright made a motion to approve replacing the \$10 reimbursement for ARCC inspectors in the Policy Manual. Second by Mr. Diana. Motion carried unanimously.*

*Ms. Wright made a motion to adopt the resolution amending the BBRD Policy Manual. Second by Mr. Diana. Motion carried unanimously.*

## **Adoption of Revised Employee Handbook**

The Board was provided with the draft revised Employee Manual for review of the proposed staff revisions. After review of the document on August 30, 2016 they came to consensus to forward it to the next Trustee meeting for adoption.

*Ms. Wright made a motion to approve the Employee Manual as presented. Second by Mr. Lavier. Motion carried unanimously.*

## **Acceptance of \$60,000 (50% Match) Coastal Partnership Initiative Beach Grant**

BBRD has been awarded a \$60,000 (50% match grant) from the State of Florida, Department of Environmental Protection, Florida Coastal Management Program (pursuant to the National Oceanic and Atmospheric Administration Cooperative Award). The term of the grant is from July 1, 2016 through June 30, 2017. Staff recommends the Board authorize Chairman Klosky to sign the CPI \$60,000 50% match grant agreement. Mr. Coffey informed the Board that should they want to amend the projects recommended by the Facilities Planning Advisory we will have to submit modification for the projects. This may affect the amount or even eliminate the award.

Jim Rigg asked for a timeline for completion of the projects. Mr. Coffey stated that we have one year and an option for a 6-month extension. Mr. Rigg suggested under the CPI we could remove some of the exotics in connection with the nature trail and plant some tropical so they may be tall enough by the time the rest of the exotics need to be removed. Under the CPI grant a 16x28 pavilion can be installed. He encouraged the Board to prioritize this project when forwarding to the Facilities Planning Committee.

*Mr. Cavalier made a motion to authorize Mr. Klosky to sign the \$60,000 Coastal Partnership Initiative Beach Grant Agreement. Second by Mr. Diana. Motion carried unanimously.*

## **Lawn Bowling Irrigation Replacement**

Due to persistent issues with the irrigation system over the summer staff recommends the replacement of the golf course grade irrigation system with a residential grade system to start over and to have a less powerful set of heads that will not work against having a smooth playing surface. Mr. Coffey would like

to resolve the problem in time for the return of the snowbirds. There is available budget in the FY16 Capital Department's Replacement Lawnmower budget (\$11,978.58) to cover the anticipated expense (we currently have one quote for \$3,400) of approximately \$3,800.00. Staff recommends the Board authorize staff to proceed with the project and to transfer the required budget from the balance of the



# BAREFOOT BAY RECREATION DISTRICT

FY16 Lawn Mower Replacement project. Mr. Diana requested the Recreation Committee research the use of the lawn bowling field for croquet in the off season.

*Mr. Diana made a motion to proceed with the project and transfer the required budget from the balance of the FY16 Lawn Mower Replacement project. Second by Mr. Lavier. Motion carried unanimously.*

## **BBRD Census**

Ms. Mary Weller suggested a comprehensive survey to include demographics prior to sending out another survey. She encouraged the Board to take this opportunity to reactivate the Ballot Canvassing Committee and, paired with the badge renewal process next year, acquire this information. She asked that the District advertise the openings in the Ballot Committee.

Ms. Wright asked Ms. Weller if she could provide further information at the upcoming Survey Workshop. Mr. Klosky and Mr. Diana were in agreement with the idea to collect the data and especially at the badge renewal process. Committee Consensus to reactivate the Ballot Canvassing Committee.

Mr. Richard Schwatlow was in support of Ms. Weller's proposal. He spoke about some demographic information found on the internet and the changing demographics in Barefoot Bay. Mr. Klosky recommended appointing the committee members based on resumes received by the first meeting in October.

## **Increased Child Safety**

Ms. Wright discussed the topic of protecting the Barefoot Bay children from individuals that do not have their best interest in mind, specifically the problem of registered sex offenders in the Bay. She posed the question of protection and what our options are to General Counsel Repperger for direction. General Counsel Repperger discussed the Florida laws and statutes regarding registered offenders in relation to public places such as Barefoot Bay amenities and facilities.

Ms. Mary Weller suggested background checks for anyone interested in holding events that involve children.

Ms. Joan Legug suggested posting the rules regarding registered offenders in a public setting in a proactive way so everyone is aware what expectations are. She was opposed to imposing the task onto the pool hosts as there is a risk of retaliation or mistaken identity.

Mr. Rich Moran stated that the offenders know what their expectations are and should be held accountable if they violate their legal agreement.

Mr. Randy Loveland stated that it is ultimately up to management to impose policy regarding this matter and implement it in an effort to ensure residents and children are safe.

Mr. Rich Schwatlow commented on the way this matter was being handled. He voiced concern for spotlighting topics such as this by the public as it should be handled by the authorities.

Mr. Cavaliere recommended General Counsel pursue the resolution to designate Barefoot Bay common areas as Parks as suggested by General Counsel Repperger. He also recommended installing signs highlighting these areas. Mr. Cavaliere also suggested that parents take a more active role in their children's lives. He recommended the Board implement General Counsel Repperger's suggestion as soon as possible.



# BAREFOOT BAY RECREATION DISTRICT

Ms. Louise Crouse announced that the Computer Club will be working with the authorities to prepare a presentation regarding internet safety.

Mr. Klosky spoke on the recent incident where an individual's name was hand noted on a flyer implying that they were a registered offender. He voiced his concern with this action and strongly condemned the behavior. He stated it was wrong and he does not support the act in any way.

Mr. Diana agreed with General Counsel and Mr. Cavaliere. He commented on the flyer distributed at the Security Committee stating that this was highly inappropriate. He recommended the Board do something to rein in the Security Committee.

Mr. Rich Schwatlow clarified that the Security Committee did not actively pursue this information as it was simply brought to the committee by the neighborhood watch.

Mr. James Gallagher stated that he was the individual at the Security Committee that passed out the flyer with the written name on it. He stated that he was not aware of the implications of the notes on the flyer as it was simply given to him by the neighborhood watch for distribution.

General Counsel Repperger informed the Board that the attorney for the individual whose name was noted on the flyer contacted him regarding the slanderous nature of the distribution. He advised that the committees strongly uphold and define their duties and responsibilities. He advised the attorney that the distribution of the flyer was outside the scope of the official function of the committee. He requested direction from the Board going forward stating that no further action needs to be taken if they so desire however a public apology may be the best way to address the matter.

Mr. E.J. Wright stated that he did see the flyer but he also advised Ms. Myers to forward to General Counsel for review on how we should proceed.

Ms. Louise Crouse stated that the responsibility of what happens in the committee lies with the liaison. She voiced her opinion that Mr. Klosky should apologize to the individual.

Mr. Cavaliere agreed that the Board should be held responsible for what happened in the Security Committee.

*Mr. Cavaliere made a motion to have General Counsel Repperger draft an apology letter from the Board. Second by Mr. Lavier. Motion carried unanimously.*

*Mr. Cavaliere made a motion to have General Counsel Repperger draft an apology letter from Mr. James Gallagher. Second by Ms. Wright. Motion carried unanimously.*

*Ms. Wright made a motion to have General Counsel Repperger draft a resolution designating the common recreation areas as a park. Second by Mr. Lavier. Motion carried unanimously.*

In the approved resolution General Counsel will designate certain areas as parks and the District can install the signs where they deem suitable.

## **Manager's Report**

Staff anticipates the conceptual site plan for the BBRD Beach Project, rough magnitude of costs and regulatory requirements to be received within the next two weeks. Once they are received copies will be forwarded to the BOT and members of the Facilities Planning Advisory Committee (FPAC). Once the FPAC has reviewed the items and made their recommendations, the issue will be placed on the next available BOT meeting agenda.



# BAREFOOT BAY RECREATION DISTRICT

The Stormwater Project equipment consisting of the Bobcat, boom arm and mower were delivered this week. Once staff has been trained on the new equipment, a demonstration event will be scheduled for anyone wishing to come down to Falcon Drive and view the equipment and how it operates.

Residents are encouraged to remember that political sign and/or yard sale signs are not allowed in the median of Barefoot Boulevard or on BBRD common areas. Signs placed in these areas will be removed and stored at Falcon Drive for 30 days and then disposed if not claimed.

Regarding the Golf Cart RFP to be released on September 12, 2016, per the BBRD Policy Manual, page 2-15, "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." One member of the Board will need to be selected prior to my announcement of the committee membership. The RFP will be issued on September 12, 2016 and opened on October 12, 2016. Dates and times will be announced for all meetings.

*Ms. Wright made a motion to select Mr. Lavier as the Trustee representative on the Golf Cart RFP Committee. Second by Mr. Cavalier. Motion carried unanimously.*

Mr. Coffey announced the Golf Cart RFP Committee will consist of voting members; Ernie Cruz, Brian Lavier, and John Armstrong. Mr. Coffey and Chairman Klosky will serve as non-voting members.

## Attorney's Report

General Counsel reported that 739 Hawthorn received a final judgement on District awarded court cost and fees he will bring the case back to the Board for a decision. The property on 580 Marlin skirting case is now a foreclosure and pending sale he will readdress the outstanding fees with staff and whoever takes ownerships. He stated that the owner at 400 Eagle property has passed away. He is holding that case managing with the attorney to resolve some of the violations. The property on 618 Seagull, unpermitted fence, has come into compliance and 888 Hawthorn also in compliance. He updated the case on 415 Egret, Commercial vehicle, the owner will rent an RV space to store his vehicle this case is on hold. The owner of 852 Waterway is traveling to Barefoot Bay on Sept 15<sup>th</sup> and we are moving into litigation regardless of what the owner is planning to do with the tenant. He gave an update on BBRD vs. Guinther court date has been scheduled for October 31, 2016 with Judge Maxwell at the Viera Courthouse. Anyone is welcome to attend the case.

## Trustee Liaison Report

Mr. Klosky did not have an update for the Violations and ARCC committees. He will have a report at the next meeting.

Mr. Cavaliere reported that the Finance committee heard a speaker form Seacoast which was well received. Received a resignation letter form Mr. Bill Sherwood. Will have to fill

Mr. Lavier reported that memberships and invoices are complete and will go out next week. Bunker replacement will start on Monday weather permitting it will take approximately 10 days. Property services have completed the steps and handrails at #1 tee box, wrapping up the sidewalk between the bridges and Egret circle, new mailboxes have been installed at Resident Relations and the new stormwater project equipment training has begun.



# BAREFOOT BAY RECREATION DISTRICT

Mr. Diana reported that Facilities Planning will review different projects within the 5 year plan.

Ms. Wright reported on the Food and Beverage entertainment events for this week.

Ms. Wilma Weglein announced the HOA meetings will take place this Tuesday at 7PM in Building A. Wanda Mulcahey, Crime Prevention Officer, will be the speaker regarding protecting our homes. She discussed the recent missing person, Lillian is safe and at home. She congratulated the BCSO for a great job with the search party, they were very thorough in their search. She also mentioned the anticipated appointment with Sheriff Ivey along with two of the C.O.P. officers which came out of the Security Committee. She is awaiting his response for a date and time. Ms. Weglein presented Mr. Cavaliere with a bill from the HOA attorney regarding the conflict over the dissolution of the District.

Mr. Lavier expressed his gratitude to the residents and the BCSO for their assistance with the missing person.

Ms. Wright also voiced her appreciation for all who helped with the search party. She mentioned that this sort of community cooperation is one of the reasons she moved to Barefoot Bay.

## Trustee's Incidental Remarks

None brought forward

## Audience Participation

Ms. Jeanne Osborne commented that the author of the Baenziger report helped them with the hiring of one of their best Community Managers, Mr. George Hunt. She recalled the interaction at the time with Mr. Colin Baenziger and the guidance they received from him was indispensable. She voiced her satisfaction with the current Board and stated that they were doing a good job.

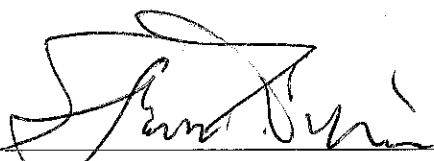

Mr. David Wheaton voiced a concern with asking staff to work the breakfast shift as there is barely enough clientele to warrant keeping the 19th Hole open. He requested more outdoor seating with covering to encourage less crowding inside.

## Adjournment

The next meeting will be on September 27, 2016 at 7PM in Building D/E.

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

Meeting adjourned 4:03PM.

  
Steve Diana, Secretary  
Dawn Myers, District Clerk



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

## **Section 7**

If an item is continued it should be placed under unfinished business until it is completed unless the Board of Trustees sets a specific agenda for it to be discussed.

## **Section 8**

The Board shall have the power to create any advisory or fact-finding committee as deemed appropriate and necessary by the Board collectively. Any Trustee may propose the formation of any such committee which may only be formed upon a majority vote of the full membership of the Board. At the time of formation/revision of any such committee, the Board shall define in writing the purpose and duration of the committee, the number of committee members, their length of terms (not to exceed 5 years), appoint the individual members of the committee, and assign a staff representative to support each committee. Trustees shall not serve as members of committees. Each committee shall only have the powers granted to it by the Board at the time of establishment. In the event of a change of membership of any committee, replacement members shall only be confirmed upon a majority vote of the membership of the Board. The Board shall have the power to review the membership, purpose, and duration of any committee, including the right to dissolve and disband any committee, at any time upon a majority vote of the membership of the Board.

After the adoption of the revisions to this section, 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 members of a committee. Applicants for said committees shall submit a resume for consideration of appointment.

Written minutes of committee meetings must be kept, with a copy provided to the District Record Custodian for record keeping. Members of all advisory committees shall be advised of the Sunshine Laws applicable to the committee members. The BBRD Guidelines for Committee/Task Force form shall be prepared for each committee and shall be turned in to the District Record Custodian for record keeping.

## **ARTICLE VI**

### **DUTIES AND RESPONSIBILITIES OF OFFICERS AND TRUSTEES**

#### **Section 1**

The Board of Trustees have the general powers and duties as set forth in Article V of the District Charter.

Trustees shall:

- Attend all Board of Trustees meetings and workshops, unless otherwise excused by the Chairperson
- Chair committees or acts as liaison to assigned committees and regularly reports on their activities;
- ~~Liaise with assigned BBRD department managers, provide perspective to said department manager and report on departmental activities at Board of Trustees meetings (under no circumstances shall the Trustee liaison provide specific direction to a department manager or individual staff member);~~
- 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 refering 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 1<sup>st</sup> or 2<sup>nd</sup> Vice-Chairperson shall act in his/her place. The Chairperson shall perform all the duties of Trustee.

The Chairperson shall sign all contracts and documents requiring the signature of the Board representative. He/She shall have signing, withdraw, deposit and information changing authority on all SBA accounts. The Chairperson may review agenda items with the community manager prior to the release of any final agenda for all regular and special meetings of the Board.

### **Section 3**

#### **Secretary.**

1. Is responsible for directing and over-seeing that the Community Manager maintains all records of the business of the District and any other records required by Florida Statutes;
2. Is responsible for ensuring the Community Manager provides notice of all meetings and that minutes are taken by as required by Florida Statutes;
3. Reviews draft copies of minutes and oversees the necessary corrections before they are issued to the Board of Trustees or public;
4. Performs the regular duties of a Trustee; and
5. Takes roll call at the meetings and determine that a quorum is present.

### **Section 4**

**Treasurer.** The Treasurer shall be responsible for ensuring that the Community Manager maintains accurate accountings of receipts and disbursements of monies to the operation of the District and shall direct the Community Manager to prepare all financial reports required by the Florida Statutes and any rules or regulations of any state of Florida or federal agency.

Notwithstanding the foregoing, a Trustee who does not have the authority to sign any checks for the District shall be appointed by the Board to review the monthly bank statements of the District for accuracy.

1. The Treasurer or designee shall review all payments and supporting documents for accuracy and sign the Recreation District checks for payment of invoices. In the absence of the Treasurer, the second signature required for all checks over \$5,000 may be any Trustee authorized with signing authority.
2. In the case of any emergency action, the Treasurer or designated person shall act with the Community Manager in the best financial interest of the Recreation District and bring the issue to the Board for approval at the next scheduled meeting.
3. The Treasurer shall initiate any actions approved by the Board for withdrawal and deposit of any funds from the SBA and Money Market accounts of the District.
4. The Treasurer shall prepare reports for the regular scheduled board meetings which accurately reflect the most recent balances of the accounts held by the District. The Treasurer shall prepare a monthly summary report after each close of business and review the bank statement monthly along with the list of deposits and disbursements reflected in that bank statement.



## **ARTICLE VII**

### **CONFLICT OF INTEREST**

#### **Section 1**

“A code of ethics for all state employees and non-judicial officers prohibiting conflict between public duty and private interest shall be prescribed by law.” (Article III, Sec. 18, Fla. Const.) This mandated Code of Ethics is found in Chapter 112 (Part III) of the Florida Statutes.

## **ARTICLE VIII**

### **ADMINISTRATIVE DUTIES**

#### **Section 1**

The Board of Trustees employs a Community Manager who is the chief appointed officer responsible for the daily operations and management of all BBRD personnel and functions. The Board of Trustees, as a group in public meetings, provides direction to the Community Manager 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**

#### **Board Representative Liaison**

1. **Authority.** The Board, pursuant to the authority vested therein by Florida Law, Brevard County Ordinance, and the Barefoot Bay Recreation District Deed of Restrictions, hereby creates representative positions to be held by designated members of the Board, which shall be referred to as “Board Representative Liaisons.”
2. **Board Representative Liaison Appointment.** The Board’s Chairperson may, from time to time, appoint an individual member of the Board to serve as the Board Representative Liaison. . At the time of said appointment, the District Chairperson shall specify the individual Board member to serve as a Board Representative Liaison and the administrative department/section that the Board member shall become a liaison to. The Board Representative Liaison shall serve at the discretion of the Board

and shall serve no specific term. Nothing contained herein shall require the Board's Chairperson to appoint said Liaison.

3. **Scope of Authority.** The Chairperson of the Board may appoint a Board Representative Liaison to represent the Board for the sole purpose of interacting with the various administrative departments of the District. A duly appointed Board Representative Liaison shall have authority to interact with the various managers and/or supervisors. The Board Representative Liaison shall have the express authority of the Board to observe and interact with their designated administrative department for the purpose of obtaining and gathering information that will be useful in the administrative department of future policies and procedures to be adopted by the Board.

The Board Representative Liaison shall only have the express authority granted to them by the Board and shall have no authority to direct operational services, adopt policies, or in any way engage in the supervisory function to the administrative department for which the Board Representative Liaison has been appointed.

The Board Representative Liaison shall not have authority to implement policy, issue directives, instructions, orders or any other mandate for the day-to-day operations of the District.

#### **Section 4 Organizational Chart**

An organizational chart of the District specifying the Trustee positions and operations structure of the staff will be maintained and modified as required.

**ARTICLE IX**  
**ORDER OF BUSINESS**

**Section 1**

1. Thought for the Day
2. Pledge of Allegiance to the Flag
3. Roll Call
4. Presentations and Proclamations
5. Approval of Minutes
6. Treasurer's Report
7. Audience comments on Agenda Items
8. Unfinished Business
9. New Business
10. Community Manager's Report
11. Attorney's Report
12. Committee/Liaison Report
13. Incidental Trustee Remarks
14. Audience Participation
15. Adjournment

**ARTICLE X**  
**AMENDMENTS**

**Section 1**

Amendments to these Rules and Regulations may be introduced by any Trustee in writing. A copy of the proposed amendment shall be posted by the Secretary on the official bulletin board and on [www.bbrd.org](http://www.bbrd.org) at least seven (7) days prior to the next regular meeting of the Board, after which the Trustees shall vote on the proposed amendment.

Any amendment to these Rules adopted in accordance with this article shall become effective no sooner than seven (7) days after the date of the adoption of a resolution setting forth any amendments.

**ARTICLE XI**  
**PRECEDENT OF LAW**

**Section 1**

Any portion of the Rules in conflict with Florida Laws and the Charter shall be invalid.

**Section 2**

These Rules shall supersede any and all previous Rules adopted, including but not limited to, Part I of Resolution 2004-1, 2007-03, 2008-07, 2010-19, and 2014-01.

### **Section 3**

These Rules are effective upon passage by the Board and adoption of resolution defining said amendments.

DATED: \_\_\_\_\_

\_\_\_\_\_  
JOSEPH KLOSKY,  
Chairperson

\_\_\_\_\_  
STEVE DIANA,

Secretary

# 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 25, 2016

**Subject:** Manager's Report

1. **Bank of America Closing Roseland Branch Office** – Staff received notice of Bank of America's decision to close the branch office at 13555 US1 in Roseland effective 24Jan17. Additionally, we were notified we need to empty the BBRD safety deposit box in said branch office no later than 23Dec16. At the time of the publication of this agenda, it was unknown if the next closest branch (approximately 4.2 miles further away from BBRD) has available safety deposit spaces. Staff will research that and other options prior to the 10Nov16 BOT meeting.

# Attorney's Report



# Trustees Liaison Reports

# Incidental Remarks from Trustees

# Audience Participation

# Adjournment