



**BAREFOOT BAY  
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting  
September 22, 2020 at 7:00 PM  
Building D&E

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Presentations and Proclamations**
- 5. Approval of Minutes**
  - A. Minutes dated August 25, 2020
- 6. Treasurer's Report**
  - A. Treasurer's Report
- 7. Audience Participation**
- 8. Unfinished Business**
  - A. Ratification of Interlocal Agreement with Brevard County
  - B. Discussion of Engaging Towing Service to Enforce No Parking on Common Areas
  - C. Phased Re-Opening Discussion
- 9. New Business**
  - A. DOR Violations
    - i. DOR Violation 19-005060 820 Wren Circle
  - B. General Liability & Workers' Compensation Insurance Renewal
  - C. Revised Policy Manual
  - D. Expansion of Employee COVID-19 Policy
  - E. Violations Committee Appointments
- 10. Manager's Report**
  - A. Sept. 22nd Community Manager's Report
- 11. Attorney's Report**

**12. Incidental Trustee Remarks**

**13. Adjournment**

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

Barefoot Bay Recreation District Regular Meeting



# BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting (closed to the public)

August 25, 2020

7PM –Building D&E

## Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on August 25, 2020 Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 7PM.

## Pledge of Allegiance to the Flag

Led by Ms. Henderson.

## Roll Call

Present: Mr. Klosky, Ms. Henderson, Mr. Maino, Mr. Loveland, and Mr. Compton. Also, present, John W. Coffey, ICMA-CM, Community Manager, Cliff Repperger, General Counsel, Stephanie Brown, District Clerk, Matt Goetz, Property Services Manager and Rich Armington, Resident Relations Manager.

## Presentations and Proclamations

Labor Day Proclamation was presented by Chairman Klosky.

*Mr. Maino made a motion to accept the Labor Day Proclamation. Second by Ms. Henderson. Motion passed unanimously.*

## Approval of Minutes

*Mr. Compton made a motion to approve the minutes dated August 14, 2020. Second by Ms. Henderson. Motion passed unanimously.*

## Treasurer's Report

*Ms. Henderson made a motion to approve the Treasurer's Report for August 25, 2020 as read. Second by Mr. Compton. Motion passed unanimously.*

## Audience Participation

Mr. Coffey read a letter from Richard Schwatlow-636 Marlin Circle-who voiced his concern and had questions about what health and safety precautions would be taken during Building A renovations due to COVID-19. A second letter from Mr. Schwatlow voiced his opinion on consequences to residents and the BOT for raising the assessment rate. He spoke in favor of the BOT and the Commissioner being able to reach an agreement.

Mr. Coffey read a letter from Charles and Darlene Kelly-555 Marlin Circle-who spoke in favor of keeping assessments below the CPI and to continue to collect assessments at the county level. They also spoke in favor of the Lounge having a wine and beer permit for special occasions.



# BAREFOOT BAY RECREATION DISTRICT

Mr. Coffey read a letter from Jack Reddy-806 Tamarind Circle-who spoke in favor of keeping BBRD's current annual assessment rate collection process.

## **Unfinished Business**

### **Consideration of Limitation of Assessment Rate via Interlocal Agreement with Brevard County**

Mr. Repperger explained if we were voluntarily limit the increase of the assessment rate moving forward, Commissioner Tobia would consider rescinding the resolution calling for the referendum election on November 3, 2020. Mr. Repperger suggested if it were to be considered, it can be done via Interlocal Agreement. The Supervisor of Elections office stated that the deadline to remove the language from the ballot is September 1, 2020. If the deadline is surpassed, the second option will be to send out a public notice that the ballot language would not be counted.

Mr. Maino voiced his concern of approving the Interlocal Agreement without researching if there is anything objectionable within the agreement. Mr. Repperger responded that the only possible objection would be the County Commissioners Office allowing BBRD to levy the annual assessment above the percentage change in the CPI due to an emergency or critical need.

Mr. Compton voiced his concern on accepting the Consumer Price Index (CPI) rate or the Interlocal Agreement without exploring other options. Mr. Loveland explained how the CPI works in comparison to how BBRD handles assessment increases. Ms. Henderson commented that there was 8 years in Barefoot Bay were there was no increase in the assessment. Mr. Maino spoke in favor of passing the Interlocal Agreement. Mr. Compton also spoke in favor of the agreement.

*Mr. Compton made a motion to accept the Interlocal Agreement. Second by Mr. Maino. Motion passed. 3-2. Mr. Klosky and Ms. Henderson dissent.*

*Mr. Maino made a motion to approve making non-substantive edits to the Interlocal Agreement without prior Board approval and bringing back any changes for ratification on the next Board meeting. Second by Mr. Loveland. Motion passed unanimously.*

## **Phased Re-Opening Discussion**

Mr. Coffey gave update on the current re-opening phase. Staff recommended no changes.

Ms. Henderson spoke in favor of tee times being shorter. Mr. Maino spoke in favor of going from a 16 minute to 12-minute tee times. Ms. Henderson agreed with Mr. Maino.

*Mr. Maino made a motion to go from 16-minute tee time to a 12-minute tee time. Second by Ms. Henderson. Mr. Maino withdrew his motion. Ms. Henderson withdrew the Second.*

*Consensus of the Board to take no action for re-opening at this time.*



# BAREFOOT BAY RECREATION DISTRICT

## **Discussion of Tabling of Large Upcoming projects Enacted by BOT on August 14, 2020**

Ms. Henderson stated that tabling large projects only consisted of the Dog Park. Mr. Loveland clarified that he meant tabling any project that was not previously accepted in the FY21 Budget.

*Mr. Loveland made a motion to not entertain any new projects that are not in the FY21 Budget. Second by Mr. Compton. Motion passed unanimously.*

## **New Business**

### **Impact of Losing Ability to Collect the Annual Assessment Via the County Tax Bill**

Review the preliminary analysis of the Impact of BBRD losing the ability to collect the annual assessment via the County Tax Bill and provide direction to staff for further analysis if needed.

*Mr. Maino made a motion to remove the Impact of Losing Ability to Collect the Annual Assessment Via the County Tax Bill from the current agenda pending results of Interlocal Agreement negotiations. Second by Mr. Loveland. Motion passed unanimously.*

## **FY21 Assessment Roll**

Resolution 2020-10 read by Mr. Repperger:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; PROVIDING FOR THE PREPARATION, ADOPTION, AND AUTHORIZATION OF CERTIFICATION OF A NON-AD VALOREM ASSESSMENT ROLL; PROVIDING FOR CORRECTIONS OF ERRORS AND OMISSIONS; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

*Mr. Loveland made a motion to adopt 2020-10 as read. Second by Mr. Maino. Motion passed unanimously.*

## **Employee Insurance Renewals**

Staff recommends the BOT adopt the following plans for FY21 at 85.0% employer-paid premiums at an estimated cost of \$298,913.20:

- Renewal POS HFHP VC5 6105
- Renewal HFHP HDHMO 2500/80 Copay 6003 (Obamacare affordable plan)
- Renewal HFHP HDHMO 6600 w/Copay 6020 (Obamacare affordable plan)

*Mr. Compton made a motion to adopt Renewal POS HFHP VC5 6105, Renewal HFHP HDHMO 2500/80 Copay 6003 (Obamacare affordable plan), and Renewal HFHP HDHMO 6600 w/Copay 6020 (Obamacare affordable plan) for FY21 at 85.0% employer-paid premiums at an estimated cost of \$298,913.20. Second by Mr. Loveland. Motion passed unanimously.*



# BAREFOOT BAY RECREATION DISTRICT

Staff recommends the BOT award contract for dental insurance to Principal (PPO plan) at a cost of \$7,672.32 to BBRD.

*Mr. Maino made a motion to award contract for dental insurance to Principal (PPO plan) at a cost of \$7,672.32 to BBRD. Second by Ms. Henderson. Motion passed unanimously.*

Staff recommends the BOT award contract for Group Life and AD&D Insurance to Principal at an annual cost of \$1,146.48.

*Mr. Henderson made a motion to award contract for Group Life and AD&D Insurance to Principal at an annual cost of \$1,146.48. Second by Mr. Compton. Motion passed unanimously.*

Staff recommends the BOT award contract for employee paid vision insurance to Principal for the VSP Choice plan at no cost to BBRD

*Mr. Maino made a motion to award contract for employee paid vision insurance to Principal for the VSP Choice plan at no cost to BBRD. Second by Ms. Henderson. Motion passed unanimously.*

Staff recommends the BOT award contract for voluntary short-term disability insurance to Principal at zero cost to BBRD.

*Mr. Henderson made a motion to award contract for voluntary short-term disability insurance to Principal at zero cost to BBRD. Second by Mr. Maino. Motion passed unanimously.*

Staff recommends the BOT award contract to Principal for supplemental life and accidental death & dismemberment (AD&D) insurance at zero cost to BBRD.

*Mr. Henderson made a motion to award contract to Principal for supplemental life and accidental death & dismemberment (AD&D) insurance at zero cost to BBRD. Second by Ms. Henderson. Motion passed unanimously.*

## **Manager's Report**

### Resident Relations

#### **ARCC Meeting 8/25/20**

- 21 Consent items – all approved
- 6 Other items – all approved
- 2 Old Business – all approved

#### **Next ARCC Meeting 9/1/20 agenda**

- 16 Consent items
- 14 Other items

#### **Violations Committee Meeting 8/14/20**

- 24 cases were on the agenda
  - 12 cases came into compliance prior to the meeting



# BAREFOOT BAY RECREATION DISTRICT

- 10 cases found in violation
- 2 cases have homeowners working with DOR staff

## **Next Violations Committee Meeting 8/28/20 agenda**

- 12 cases to be presented

### Golf-Pro Shop

- **Selective herbicide applications**
  - Areas on the tees, fairways, and greens will be yellowing for the next few weeks
- Responded to Request from BOT for review of current BBRD Phase 2 Golf-Pro Shop Department's tee time system

### Property Services

- Continued work on the miniature golf course project (fence and pavers are completed, installed water fountain, work continues on final painting, placement of benches and walking paths between holes)
- Began replacement of all the benches around the lake
- Picked up and dropped off animal traps
- Facilitated Bldg. A Sound System Upgrade work (deconflicted use of building between vendors) (completion scheduled for this Friday)
- Reviewed updated pages from the Lounge/Lakeside Expansion project construction drawings
- Daily inspections of Bldg. A Renovations Project
- Worked with District Clerk in facilitating Supervisor of Elections use of Building D/E for primary elections
- Addressed all current DOR violations

### General Information

- **FY22 Budget Preparation Schedule** – Staff will present the proposed calendar for the upcoming budget cycle to the BOT and community at the September 11, 2020 BOT meeting. If the BOT wishes to change the process or eliminate components of the process (i.e. Budget kick-off townhall meeting, 5yr FM&CIP, etc.), staff requests said changes to be adopted at the September 11, 2020 meeting as staff's work on the next budget will commence in October 2020.
- **FY21 Workers Compensation Modifier** – Staff received the renewal form recently from FMIT and we are pleased to state our modifier (1.00 is normal claims) will remain at 0.76 (same as FY20). Long-term residents (and Chairman Klosky) will remember the modifier for FY15 was 1.99 which meant BBRD was paying almost double the normal cost of workers compensation insurance back then. The 24% savings from normal claims rate is a testament to our managers and supervisors who have incorporated safety and best practices into their work and training routines. Award of contract will be on the September 11<sup>th</sup> agenda.



# BAREFOOT BAY RECREATION DISTRICT

## **Attorney's Report**

Mr. Repperger stated he will have an update on the current DOR complaints that are being drafted soon.

## **Incidental Trustee Remarks**

Mr. Loveland expressed his gratitude Mr. Repperger for the work that he has done.

Mr. Compton expressed his gratitude to the Brevard County group that is responsible for roadway/bridge repairs.

Mr. Klosky expressed his gratitude to the BOT and Staff. He also wished everyone a Happy Labor Day.

## **Adjournment**

The next meeting will be on September 11, 2020 at 1pm in Building D/E

Ms. Henderson made a motion to adjourn. Second by Mr. Compton. Mr. Klosky adjourned.

Meeting adjourned at 8:32pm

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Roger Compton, Secretary

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Stephanie Brown, District Clerk



# Barefoot Bay Recreation District

## Treasurer's Report

September 22, 2020

### Cash Balances in General Fund as of 9/14/20

Petty Cash *Total Petty Cash:* \$ 2,500.00

### Operating Cash in Banks

MB&T Operating Account 1,918,826.97

*Total Operating Accounts:* **1,918,826.97**

### Interest Bearing Accounts

SBA Reserve Account 698,584.71

*Total Interest Bearing Accounts* **698,584.71**

**Total Cash Balances in General Fund:** **\$ 2,619,911.68**

### Total Daily Deposits and Assessments Received for 8/18 - 9/14/20

Daily deposits: \$ 67,809.89

Assessments received: 860.32

*Total Deposits Received* **\$ 68,670.21**

### Expenditures over \$5,000 for 8/18 - 9/14/20

Check Number	Vendor	Description	Check Amount
55862	Health First Health Plans Inc	Employee Health Insurance: 9/20	25,029.31
55877	White Bird Law	Legal Fees: 7/20	13,704.40
55886	Florida Power & Light Co	Electricity: 7/20	6,928.94
55896	Special District Services, Inc	Management Fees: 8/20	13,325.57
55897	TLC Engineering Solutions Inc	Bldg A Reno & Lounge/Patio Reno thru 8/14/20	8,531.90
55913	Parkit Construction, Inc.	Pay Request #1 Building A Reno	41,808.06
55923	ABM Landscape & Turf Services	Golf Course & Ball Field Maint. - 9/2020	38,691.16
55934	Palm Bay Fence, Inc.	Chain Link Fence For Minature Golf	12,300.00
	Paychex	Net Payroll - PPE 8/16/20	50,434.81
	United States Treasury	Payroll Taxes - PPE 8/16/20	14,561.64
	Paychex	Net Payroll - PPE 8/30/20	50,764.49
	United States Treasury	Payroll Taxes - PPE 8/30/20	14,369.36
<b>Total Expenditures over \$5,000</b>			<b>\$ 290,449.64</b>

**Board of Trustees**

**Meeting Agenda Memo**

Date: Tuesday, September 22, 2020  
Title: **Ratification of Interlocal Agreement with Brevard County**  
Section & Item: 8.A  
Department: Administration  
Fiscal Impact: TBD  
Contact: John W. Coffey ICMA-CM, Community Manager, Cliff Repperger, General Counsel, General Counsel  
Attachments: Interlocal Agreement (Executed by Klosky and Lober), Brevard County Resolution Rescinding Referendum Election (Adopted September 3, 2020)  
Reviewed by General  
Counsel: Yes  
Approved by: John W. Coffey, ICMA-CM, Community Manager



**Requested Action by BOT**

Ratify Interlocal Agreement executed by Chairman Klosky.

**Background and Summary Information**

On August 25, 2020, the Board of Trustees approved a draft Interlocal Agreement limiting future assessment increases to CPI as requested by Commissioner John Tobia.

Due to time constraints related to the preparation of the ballot for the election to be held on November 3, 2020, the Board authorized Chairman Klosky to execute legal revisions to the draft Interlocal Agreement that did not substantively alter the spirit and intent of the draft Interlocal Agreement. After the approval of the Agreement by the Board of Trustees, General Counsel Repperger negotiated various edits with the County Attorney’s Office.

Although most of the County’s edits were technical in nature, there were two edits that had some legal significance. The first of these legally significant edits is in Section 4(c). Rather than the County simply calling a referendum election in response to BBRD’s violation of the Agreement, the County has provided that any amounts of the annual assessment exceeding the CPI percentage limitation (called “unauthorized funds”) collected by BBRD should be paid back to the County for refund to the taxpayers of BBRD. This provision will only come into play if BBRD adopts and collects an annual assessment over and above the applicable CPI percentage, thereby breaching the Agreement. If BBRD stays within the CPI percentage limitation in setting its annual assessment rate, the section will never apply. The draft interlocal does not provide the mechanism for the refunds to be redistributed by Brevard County.

The second legally significant edit is in Section 12 and provides that “BBRD specifically waives any right to challenge the validity of this Agreement.” This provision voluntarily waives BBRD’s right to file a legal challenge to claim that the Agreement is invalid. This provision does not prevent BBRD from renegotiating the Agreement with the County in the future.

The Interlocal Agreement was approved by the Board of County Commissioners on September 3, 2020 along with a Resolution Rescinding Resolution 2020-001 and cancelling the referendum election set for November 3, 2020.

**INTERLOCAL AGREEMENT**  
**BETWEEN BAREFOOT BAY RECREATION DISTRICT**  
**AND THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**  
**REGARDING LEVY AND COLLECTION OF BAREFOOT BAY RECREATION**  
**DISTRICT'S NON-AD VALOREM ASSESSMENT RATE**

**THIS INTERLOCAL AGREEMENT** is made and entered into by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County" and BAREFOOT BAY RECREATION DISTRICT, an independent mobile home park recreation district established under Chapter 418, Florida Statutes, sections 418.30 through 418.309, and specifically pursuant to Ordinance Number 84-05 of the Brevard County Board of County Commissioners (as subsequently amended), hereinafter referred to as "BBRD."

**RECITALS:**

**WHEREAS**, BBRD, an independent mobile home park recreation district established under Chapter 418, Fla. Stat. Secs. 418.30 through 418.309, as may be amended, and specifically pursuant to Ordinance Number 84-05 of the Brevard County Board of County Commissioners (as subsequently amended by Ordinance 96-53, Ordinance 08-03, Ordinance 12-01, and Ordinance 18-22 adopted by the Board of County Commissioners of Brevard County); and

**WHEREAS**, Fla. Stat. Sec. 418.304 (4)(a) and Article VI, Section 1 of Ordinance 84-05 requires the Board of Trustees of BBRD to prepare and adopt an itemized budget on or before July 1 or each year, which budget shall show the amount of money necessary for the operation of the next ensuing fiscal year; and

**WHEREAS**, Fla. Stat. Sec. 418.304 (4)(b), and Article VI, Section 2 of Ordinance 84-05, requires the Board of Trustees of BBRD to fix and adopt the amount of an assessment for the next ensuing year on or before July 30 or each year after a public hearing to fund the ensuing year's adopted budget; and

**WHEREAS**, pursuant to Fla. Stat. Sec. 418.304 (4)(b) and Article VI, Section 2 of Ordinance 84-05, the special assessments levied by BBRD may be collected in the manner provided for ad valorem taxes under Fla. Stat. Ch. 197, subject to the conditions of Fla. Stat. Sec. 197.363; and

**WHEREAS**, pursuant to Fla. Stat. Sec. 418.304 (4)(e)1 and Article VI, Section 3 of Ordinance 84-05, the assessment levied by BBRD, shall be a valid lien upon each improved residential lot within the District until it has been paid in full; shall be considered a part of the county tax; and is subject to the same penalties, charges, fees, and remedies provided for the enforcement and collection of county taxes; and

**WHEREAS**, Brevard County Board of County Commissioners desires that BBRD voluntarily limit any increase in the amount of annual assessment levied in any given year pursuant to Fla. Stat. Sec. 418.304 (4)(b) such that the rate shall not exceed the percentage change in the Consumer Price Index (as set by Fla. Stat. Sec. 193.155(1)(b) or as such section may be amended)

over the assessment levied by BBRD in the immediately preceding year; and

**WHEREAS**, BBRD voluntarily agrees that any increase in the amount of the annual assessment levied in any given year pursuant to Fla. Stat. Sec. 418.304 (4)(b) shall not exceed the percentage change in the Consumer Price Index (as set by Fla. Stat. Sec. 193.155(1)(b) or as such section may be amended) over the assessment levied by BBRD in the immediately preceding year; and

**WHEREAS**, given BBRD's willingness to voluntarily limit its assessment rate as provided herein, the Brevard County Board of County Commissioners agrees to allow BBRD to continue to collect its assessment in the manner provided for ad valorem taxes under Fla. Stat. Ch. 197, subject to the conditions of Fla. Stat. Sec. 197.363 and the terms and conditions of this Interlocal Agreement as set forth herein below.

**NOW THEREFORE**, the County and BBRD the covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

### **SECTION 1. RECITALS.**

The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

### **SECTION 2. STATUTORY AUTHORITY.**

This Agreement shall be considered a Interlocal Agreement pursuant to the authority of Florida Statutes, Chapter 163, Part 1, specifically including, but not limited to, Fla. Stat. Sec. 163.01(5).

### **SECTION 3. ASSESSMENT RATE LIMITATION.**

(a) Barefoot Bay Recreation District hereby voluntarily agrees that any increase in the amount of the annual assessment levied in any given year pursuant to Fla. Stat. Sec. 418.304 (4)(b) shall not exceed the percentage change in the Consumer Price Index (as set by Fla. Stat. Sec. 193.155(1)(b) or as such section may be amended) over the annual assessment levied by BBRD in the immediately preceding year.

(b) Notwithstanding the above limitation in subsection (a), the Brevard County Board of County Commissioners may approve BBRD's levy of an annual assessment above the percentage change in the Consumer Price Index over the annual assessment levied by BBRD in the immediately preceding year if a supermajority of the Brevard County Board of County Commissioners finds that such an excess is necessary because of an emergency or critical need. An unfunded mandate by any Federal, State, or Local authority may constitute such an emergency or critical need in the sole determination of the Brevard County Board of County Commissioners. The Brevard County Board of County Commissioners' finding of an emergency or critical need shall set forth the ultimate facts upon which it is based and shall be valid for a single budget year.

BBRD agrees to seek approval from the Brevard County Board of County Commissioners prior to the final levy of an annual assessment pursuant to Fla. Stat. Sec. 418.304 (4)(b) which is above the percentage change in the Consumer Price Index over the annual assessment levied by BBRD in the immediately preceding year; however, the parties agree that such approval is not required where an annual assessment increase does not exceed the percentage change in the Consumer Price Index over the assessment levied by BBRD in the immediately preceding year.

**SECTION 4. ALLOWANCE OF COLLECTION METHOD VIA COUNTY TAX ROLL.**

(a) So long as BBRD voluntarily continues to limit any increase in the amount of the annual assessment levied in any given year pursuant to Fla. Stat. Sec. 418.304 (4)(b) such that said increase shall not exceed the percentage change in the Consumer Price Index (as set by Fla. Stat. Sec. 193.155(1)(b) or as such section may be amended) over the annual assessment levied by BBRD in the immediately preceding year, the County shall allow BBRD to continue to collect its annual assessment in the manner provided for ad valorem taxes under Fla. Stat. Ch. 197, subject to the conditions of Fla. Stat. Sec. 197.363.

(b) In addition to subsection (a) above, and as consideration for the entry of this Agreement, the County agrees to take action to rescind Resolution 20-001 calling for a referendum election on November 3, 2020 on the question of whether to revoke BBRD’s authority to collect its assessment in the manner provided for ad valorem taxes. If the rescission of Resolution 20-001 cannot be done with enough time to remove the referendum question from the ballot, the Supervisor of Elections shall be instructed not to count the ballot response and BBRD agrees to pay any costs associated with Notice to voters regarding rescission of the referendum question from the ballot.

(c) If BBRD, in any year subsequent to the entry of this Agreement, fixes or adopts an annual assessment rate that exceeds the percentage change in the Consumer Price Index (as set by Fla. Stat. Sec. 193.155(1)(b) or as such section may be amended) over the annual assessment levied by BBRD in the immediately preceding year, unless an excess rate is approved by the Brevard County Board of County Commissioners due to an emergency or critical need, BBRD shall pay all unauthorized collected funds that exceed the percentage change in the Consumer Price Index (as set by Fla. Stat. Sec 193.155 (1)(b) or as such section may be amended) over the annual assessment levied by BBRD in the immediately preceding year (hereinafter “unauthorized funds”) to the County and the County shall refund the unauthorized funds to the taxpayers of the Barefoot Bay Recreation District who paid the assessment.

**SECTION 5. TERM AND EFFECTIVE DATE.**

Pursuant to Chapter 163, Florida Statutes, the effective date of this Agreement shall be the date on which it is recorded with the Clerk of the Circuit Court in and for Brevard County. This Agreement shall apply to the assessment rate set for the 2021-2022 fiscal year on or before July 30, 2021 and for every year thereafter. The initial term of this Agreement shall be for five (5) years. Thereafter, this Agreement shall automatically renew for an unlimited number of five (5) year periods unless and until otherwise amended in writing by both parties.

**SECTION 6. NOTICES.**

Any Notices required under this Agreement, and as not otherwise directed herein, shall be in writing and delivered to the parties by United States mail, hand delivery, express mail or electronic mail (email) as follows:

- (a) BBRD Representative:

Community Manager, John Coffey  
625 Barefoot Blvd.  
Barefoot Bay, FL 32976  
jcoffey@bbrd.org  
(772)664-3141

- (b) County Representative:

County Manager, Frank Abbate  
Brevard County Board of County Commissioners  
2725 Judge Fran Jamieson Way Bldg C  
Viera, FL 32940  
Frank.Abbate@brevardfl.gov  
(321) 633-2000

**SECTION 7. DEFAULT.**

Either Party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida. The County shall also be authorized to proceed in accordance with Section 4 (c) in the event of default by BBRD.

**SECTION 8. SEVERABILITY.**

If any part of this Agreement is found to be invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

**SECTION 9. RECORDING.**

Upon execution of this Agreement, the County shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded original of the Agreement to the BBRD representative listed in Section 6. BBRD shall pay the costs of said recording.

**SECTION 10. ATTORNEYS FEES.**

In the event of any legal action to enforce the terms of this Agreement, each party shall

bear its own attorney's fees and costs.

**SECTION 11. VENUE AND NON-JURY TRIAL.**

Any legal action to enforce, interpret, or construe the terms of this Agreement, shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be a non-jury trial.

**SECTION 12. COMPLIANCE WITH STATUTES.**

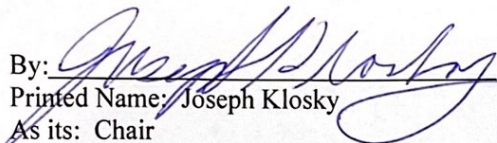
It shall be each party's responsibility to be aware of and comply with all federal, state, and local laws. BBRD specifically waives any right to challenge the validity of this Agreement.

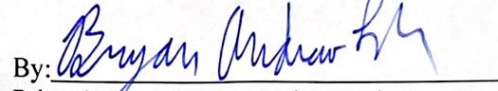
**SECTION 13. ENTIRETY.**

This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to this Agreement unless such amendments are in writing and signed by both parties.

**BAREFOOT BAY RECREATION DISTRICT**

**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**


By:   
Printed Name: Joseph Klosky  
As its: Chair

By:   
Printed Name: Bryan Andrew Lober  
As its: Chair

Approved by the BBRD Board of Trustees:  
August 25, 2020

As approved by the Board on:  
\_\_\_\_\_

Approved as to legal form and content:

  
\_\_\_\_\_  
Clifford R. Repperger, Jr.  
General Counsel

**ATTEST:**

\_\_\_\_\_  
Scott Ellis, Clerk to the Board

Approved as to legal form and content:  
\_\_\_\_\_  
Attorney for the County

**RESOLUTION 2020-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA RESCINDING RESOLUTION 2020-001, WHICH CALLED FOR A REFERENDUM ELECTION ON NOVEMBER 3, 2020 ON THE QUESTION OF WHETHER THE CHARTER OF THE BAREFOOT BAY RECREATION DISTRICT SHOULD BE AMENDED TO REVOKE THE AUTHORITY OF THE BAREFOOT BAY RECREATION DISTRICT TO COLLECT ITS ASSESSMENTS IN THE MANNER PROVIDED FOR AD VALOREM TAXES UNDER CHAPTER 197, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA:**

**SECTION 1. AUTHORITY FOR RESOLUTION.** This resolution is adopted pursuant to the authority of the Board of County Commissioners of Brevard County, Florida pursuant to Section 418.30, Florida Statutes regarding amendment of the charter of a Mobile Home Recreation District, and any other applicable provisions of law.

**SECTION 2. FINDINGS.** It is hereby found and determined as follows:

A. On May 19, 2020, the Board of County Commissioners of Brevard County, Florida passed Resolution 2020-001 calling for a referendum election on November 3, 2020 on the question of whether the Charter of the Barefoot Bay Recreation District should be amended to revoke the authority of the Barefoot Bay Recreation District to collect its assessments in the manner provided for ad valorem taxes under Chapter 197, Florida Statutes;

B. The Board of County Commissioners of Brevard County and the Board of Trustees of Barefoot Bay Recreation District have entered into an interlocal agreement which limits the increase of any annual assessment levied by Barefoot Bay Recreation District to no greater than the applicable CPI percentage;

C. The interlocal agreement between the Board of County Commissioners of Brevard County and the Board of Trustees of Barefoot Bay Recreation District further provides that as consideration for the entry of the interlocal agreement the Board of County Commissioners of Brevard County agrees to remove from the November 3, 2020 ballot the question of whether the Charter of the Barefoot Bay Recreation District should be amended;

D. The Board of County Commissioners of Brevard County desires that the referendum election scheduled for November 3, 2020 be cancelled and that the referendum question proposed by Resolution 2020-001 be removed from the ballot by the Supervisor of Elections. If the Supervisor of Elections cannot remove the referendum election from the ballot then Board of County Commissioners of Brevard County instructs the Supervisor of Elections to not tabulate the referendum question election results and provide notice in advance of the election to the registered electors that the referendum question will not be tabulated.



**SECTION 3. RESCISSION OF RESOLUTION CALLING FOR REFERENDUM ELECTION.** Resolution 2020-001 calling and ordering a referendum election to be held concurrently with the general election to be held on November 3, 2020 regarding an amendment to the Charter for Barefoot Bay Recreation District is hereby rescinded.

**SECTION 4. CANCELLATION OF REFERENDUM ELECTION.** The referendum election called and ordered to be held on November 3, 2020 by way of Resolution 2020-001 is hereby cancelled.

**SECTION 5. REMOVAL OF LANGUAGE FROM OFFICIAL BALLOT.** The following language approved in Section 6 of Resolution 2020-001 is hereby ordered removed from the official ballot for November 3, 2020 by the Supervisor of Elections, if possible:

**BALLOT**

**~~Barefoot Bay Recreation District, Brevard County, Florida~~**

**~~NO. 1~~**

**~~BAREFOOT BAY RECREATION DISTRICT CHARTER AMENDMENT~~**

**~~ARTICLE VI~~**

**~~REVOCATION OF TAXING AUTHORITY~~**

~~Shall the Charter be amended to revoke the authority of the Barefoot Bay Recreation District to collect its assessments in the manner provided for ad valorem taxes?~~

~~YES (for approval)~~

~~NO (for rejection)~~

**SECTION 6. NO TABULATION OF REFERENDUM ELECTION VOTE IF INCLUDED ON BALLOT AND NOTICE TO REGISTERED ELECTORS.** If the Supervisor of Elections cannot remove the referendum language provided for in Section 6 of Resolution 2020-001 from the official election ballot for November 3, 2020, the Supervisor of Elections is instructed not to tabulate the referendum question election results and to provide notice in advance of the election to registered electors that the referendum question will not be tabulated. The Supervisor of Elections is authorized to take all actions deemed necessary by the Supervisor of Elections to ensure that the referendum election is cancelled and/or the results are not tabulated.

**SECTION 7. PAYMENT COSTS ASSOCIATED WITH CANCELLATION OF REFERENDUM ELECTION.** The Barefoot Bay Recreation District shall pay all costs associated with cancellation of the referendum election, including payment of all costs of any notices sent to the registered electors as deemed necessary by the Supervisor of Elections to effectuate the cancellation of the referendum election.

J1  
Res1

**SECTION 8. SEVERABILITY.** In the event that any word, phrase, clause, sentence or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, sentence or paragraph hereof.

**SECTION 9. REPEALING CLAUSE.** All resolutions or other actions of Brevard County which are in conflict herewith, including Resolution 2020-001, are hereby repealed to the extent of such conflict or inconsistency.

**SECTION 10. EFFECTIVE DATE.** This resolution shall take effect immediately upon adoption.

**DONE, AND ADOPTED** in Regular Session of the Board of County Commissioners of Brevard County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
CLERK

By:

*Bryan Andrew Lober*  
\_\_\_\_\_  
BRYAN ANDREW LOBER, CHAIR



**Board of Trustees**

**Meeting Agenda Memo**

Date: Tuesday, September 22, 2020

Title: **Discussion of Engaging Towing Service to Enforce No Parking on Common Areas**

Section & Item: 8.B

Department: Resident Relations, Customer Service

Fiscal Impact: TBD based upon areas designated as No Parking

Contact: Joseph Klosky, Chairman, Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager

Attachments: quote for towing services, Nov 13 2015 BOT meeting minutes

Reviewed by

General Counsel: No

Approved by: John W. Coffey, ICMA-CM, Community Manager



**Requested Action by BOT**

Further discussion of Chairman Klosky’s proposal to prohibit vehicular parking on common areas, proposed cost of enforcement, and direction to staff.

**Background and Summary Information**

On Nov. 05, 2015, the Facilities Planning Committee voted to recommend to the BOT that all motorized vehicles be prohibited from “green” areas of BBRD except designated areas. At the Nov. 13, 2015 BOT meeting the Trustees voted 3-2 to take no action on the recommendation.

On June 12, 2020, the BOT discussed Chairman Klosky’s request to prohibit parking on common areas especially the back of the Shopping Center and along the Pickle Ball/Tennis Courts. Community Manager Coffey, ICMA-CM stated staff would research cost options and place proposed Policy Manual language for enforcement on a future agenda for consideration.

Staff contacted multiple towing firms and was able to obtain the attached proposal from Collison’s Automotive, Inc which includes the following costs:

- \$37.45 per No Parking sign and poles (number and location to be determined by BBRD)
- \$00.00 cost to BBRD for vehicles towed (owners of vehicles would have to pay the vendor to get their property back
- \$80.00 cost to BBRD when the vendor is called to tow a vehicle and said vehicle is no longer in the specified location when the vendor arrives

If the BOT approves the proposal, staff will place formal language on the September 22, 2020 agenda to amend the Policy Manual. Additionally, staff will request the BOT to identify where they wish No Parking signs to be placed. Finally, staff proposes a 30 day educational period where snipe signs could be placed where No Parking signs will go to provide the public with forewarning of the impacts of continued parking in specific common areas prior to the commencement of the enforcement of No Parking by towing of violating vehicles.

The reader should note, the DOR prohibition against parking on the grass only applies to residential properties within BBRD and therefore are not applicable to common areas.

Staff requests direction regarding this matter.

**COLLISON'S AUTOMOTVE INC**

1756 COMMERCE AVE  
VERO BEACH, FL 32960  
(772)567-0266  
(772)569-5596FAX

---

REG. # MV 5984  
LICENSE #2402

ESTIMATE

RICHARD ARMINTON

TOW AWAY SIGNS AND POLES ARE \$37.45 AS NEEDED

WE WILL TOW AWAY CARS THAT ARE PARKED ILLEGALLY FROM YOUR  
COMMON AREA. IF CAR HAS LEFT THE SCENE BY THE TIME WE ARRIVE ON SITE  
WE WILL BE CHARGING A FEE OF \$80.00.

SIGNED \_\_\_\_\_  
DATE \_\_\_\_\_



# BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Regular Meeting  
Friday, November 13, 2015  
1 P.M. –Building D&E**

The Barefoot Bay Recreation District held a Regular Meeting on November 13, 2015 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.

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

## **Roll Call**

Present: Mr. Klosky, Mr. Cavaliere, Mr. Lavier, Ms. Crouse and Mr. Guinther. Also present: Jason Pierman, SDS, John W. Coffey, Community Manager, Amanda Smith, Gray and Robinson and Dawn Myers, District Clerk. General Counsel Repperger was excused.

## **Minutes**

*Mr. Cavaliere made a motion to approve the minutes from October 27, 2015. Second by Mr. Lavier. Motion carried unanimously.*

## **Treasurer's Report**

Ms. Crouse presented the Treasurer's Report for November 13, 2015.

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

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

None brought forward

## **Old Business**

### **Case # 15-001409 1135 NAVAJO DRIVE**

Ms. Sue Cuddie has been in contact with the financial institution overseeing the property. They are in process of resolving the skirting issue. Ms. Cuddie asked that we continue this case until the next meeting to allow them the time to finish repairs.

*Mr. Cavaliere made a motion to table the item until the next meeting. Second by Mr. Guinther. Motion carried unanimously.*

### **Watercraft Storage at the BBRD Pier**

Per Board request Mr. Coffey brought the issue of watercraft storage at the pier back to the agenda for consideration. Staff has researched options for kayak and canoe storage underneath the pier and found that single stack racks will hold up to ten watercrafts. There is room to place the double stack racks which doubles the storage capacity. He recommends required registration of approved watercrafts, a nominal processing fee and quite possibly a lottery system due to limited space compared to the number of potential applicants. Ms. Crouse was opposed to the storage at the pier and voiced some concern regarding use of the racks by non-residents frequenting the islands along the river. She reiterated that the DOR was recently amended to include provision for kayak storage on homeowners' property. Mr. Guinther commented on the lack of appropriate time provided to the residents at the meeting where the Board withdrew authorization to store watercrafts at the pier. He does not foresee the problem with unauthorized use from non-residents becoming an issue.



# BAREFOOT BAY RECREATION DISTRICT

*Mr. Guinther made a motion to approve kayak and canoe storage at the Barefoot Bay Pier. Second by Mr. Cavaliere. Mr. Klosky and Ms. Crouse were opposed. Motion passed 3-2.*

## **New Business**

### **DOR Violations**

Case # 15-003059 710 BAREFOOT BOULEVARD

The Violations Committee met on 10/09/2015 and found ARTICLE III, SECT. 2 (C) Condition of Prop. (C) Debris.

Ms. Cuddie stated that the owner has made efforts to resolve the violations. She asked to continue this case until the next meeting to allow the property owner additional time to complete the necessary repairs.

*Mr. Cavaliere made a motion to continue Case # 15-003059 710 BAREFOOT BOULEVARD to the next meeting. Second by Mr. Lavier. Motion carried unanimously.*

Case # 15-002291 922 FIR STREET

The Violations Committee met on 10/23/2015 and found ARTICLE III, SECT. 2 (C) Condition of Prop. (C)Debris.

Ms. Cuddie reported that this property has come into compliance by the date of this meeting.

### **Replacement Building F Architectural Services Award of Contract**

Mr. Coffey presented the scope and design proposal for the concrete block replacement Building F from TLC Architect, Dave Nagrodsky. The proposal came in at \$65,000 for design and the construction overview of the plan during the building phase.

Mr. Ernest Loening requested the Board of Trustees terminate the contract with Gray and Robinson as he is not in agreement with General Counsel's opinion that the replacement Building F does not have to go out to referendum. Mr. Guinther clarified that General Counsel Repperger is the District attorney and his opinion is respected and accepted by the Board.

Mr. Hurrol Brinker had several questions regarding the breakdown of costs presented for the scope and design proposal. He asked that the subject be brought for consideration to the Finance Committee and tabled until the new Board is organized.

Ms. Jeanne Osborne stated that this proposal should move forward now. She personally recalled the court approved right and fiduciary responsibility given to the Board of Trustees to retain, upkeep and replace the District facilities. She stated that she was in favor of the modular building originally approved by the Board, but supports this decision for a concrete block project as it is the Board's right to move forward.

Mr. Bob Kahl asked that the Board put this subject out for referendum with proper transparency of all costs for the residents to decide.

Mr. Cavaliere assured the residents that the Board is within their rights to replace the building and asked that the residents remember the Board of Trustees have maintained complete transparency of the entire process and will continue to do so. He asked that the residents keep in mind that the trustees have only the best interest for the community in mind. Mr. Lavier stated his opinion that the replacement building and the location for the building be put out to referendum for a decision by the residents. Mr. Klosky was also in agreement that the topic should be put out to referendum. Ms. Crouse reminded the residents that if this topic fails again the building cannot be replaced though it is very obvious the building is in disrepair. She clarified that the referendum requirement is in place as a purchase guideline for new



# BAREFOOT BAY RECREATION DISTRICT

products and goods brought into the community, Building F is already a District facility and falls under the Board's responsibility to repair and maintain District facilities in the Charter.

*Mr. Cavaliere made a motion to move forward with the Architectural Services Award of Contract. Second by Ms. Crouse. Mr. Klosky and Mr. Lavier opposed. Motion passed 3-2.*

## **Replacement Building F Architectural Guidance Ad Hoc Committee Establishment**

Mr. Coffey asked for the names of two representatives of the community to be submitted by each trustee; thereby establishing the AD HOC Architect Advisory Committee. Three staff members will also sit on the committee. Sue Cuddie, Matt Goetz and John Coffey will be advisory members on the committee via ex officio. The committee will provide input regarding the outer scope of design for the replacement Building F. Submissions per trustee were as follows:

Mr. Guinther – Paul Voit, Hurrol Brinker

Ms. Crouse – Katherine Lesh, herself

Mr. Klosky – Carole Kennedy, E.J. Wright

Mr. Cavaliere – Jeanne Osborne

Mr. Lavier – Leonard Pelligrino, Tom O'Donnell

*Mr. Cavalier made a motion to adopt the committee members as selected and establish the Ad Hoc Architect Advisory Committee. Second by Ms. Crouse. Motion carried unanimously.*

## **Fiscal Year 2014/15 Year-End Budget Amendments and Resolution**

At the end of each fiscal year, staff requests the Board to reallocate budgeted expenditures between departments. Acting General Counsel Amanda Smith read the resolution:

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2014-06; AMENDING THE BUDGET; PROVIDING FOR AN EFFECTIVE DATE**

BA Request #1: \$146,370 total for Administration, Food & Beverage, Golf, Maintenance, Custodial, Pools, Recreation, and Vehicle Storage Departments.

BA Request #2: \$11,625.09 total for Capital and Grants Departments.

*Mr. Lavier made a motion to approve the resolution amending resolution 2014-06 amending the budget. Second by Mr. Cavaliere. Motion passed unanimously.*

## **FY 2015 4th quarter Capital & Grants Transfer and Resolution**

Staff recommends the BOT approve the transfer of \$58,606.62 from SBA Capital Improvement Account to BOA Operating Account. Acting General Counsel Amanda Smith read the resolution:

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; AUTHORIZING THE TRANSFER OF FIFTY EIGHT THOUSAND SIX HUNDRED SIX DOLLARS AND 62/100 CENTS (\$58,606.62) FROM THE DISTRICT'S STATE BOARD OF ADMINISTRATION CAPITAL IMPROVEMENT ACCOUNT TO THE DISTRICT'S OPERATING ACCOUNT; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.**

*Mr. Cavaliere made a motion to approve the resolution authorizing the transfer of \$58,606.62 from the District's SBA Capital Improvement Account to the District Operating Account. Second by Mr. Lavier. Motion passed unanimously.*

## **FY16 Carryover Projects Budget Amendment**

Staff prepared a list of unfinished projects from FY15 to carryover to FY16 Adopted Budget. The grand total of all carryover projects from FY15 to FY16 is \$83,015.08. Staff recommends the Board approve



# BAREFOOT BAY RECREATION DISTRICT

the resolution for carryover FY15 Unfinished Projects to FY16 Adopted Budget. Acting General Counsel Amanda Smith read the resolution:

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

*Mr. Cavaliere made a motion to approve the resolution amending resolution 2015-12 amending the budget. Second by Ms. Crouse. Motion passed unanimously.*

### **Various projects Budget Amendments and Resolution**

In FY 2015, the Board approved various projects that require Budget Amendments to the FY15 and FY16 Adopted Budget. The projects for the Budget Amendments agenda are: Entrance Wall project, Egret Bridge Rail Replacement project, Scoreboard at Softball Field project, Pool 3 Pit Replacement project, Lawn Bowling Renovation project and Intermodal Path Phase 1 project. Acting General Counsel Amanda Smith read the resolution:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2014-06 AND RESOLUTION 2015-12; AMENDING THE BUDGETS; AND AUTHORIZING THE TRANSFER OF FIFTY NINE THOUSAND EIGHT HUNDRED FORTY NINE DOLLARS AND 81/100 CENTS (\$59,849.81) FROM THE DISTRICT'S SBA RESERVE ACCOUNT TO THE DISTRICT'S BOA OPERATING ACCOUNT; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

*Mr. Cavaliere made a motion to approve the resolution amending resolution 2015-12 amending the budget. Second by Mr. Guinther. Motion passed unanimously.*

### **Facilities Planning Committee's Recommendation: Common Area Usage Limitations**

The Facilities Planning Committee made three recommendations to present to the Board for consideration at their last committee meeting. Items presented to the Board for consideration:

- 1.) Prohibit all motorized vehicles from driving on the "green" areas of BBRD except designated areas.
- 2.) Close Egret Bridge to all Motorized Traffic
- 3.) Review all Signage

Mr. Guinther acknowledged that the Board made a decision on these items at a recent meeting and voiced his disagreement with bringing the items back to the agenda. He made a motion to move past these recommendations. Mr. Lavier seconded the motion for discussion. Ms. Crouse reminded the residents that the recommendation is not a complete restriction and encouraged further consideration of the exceptions to the prohibition. Several residents spoke at the podium requesting that the Board rethink these items and offered suggestions such as designating paths for the golf carts rather than prohibiting carts from all green areas. Some residents voiced concern that restricting the golf carts will encourage some people to bypass the closures and resume illegal passage through private property. Discussion regarding resident dissatisfaction about the proposal to restrict vehicles from using the Egret bridge ensued. Mr. Lavier acknowledged that cars are also at fault for driving on the green areas and this will be a difficult policy to uphold. Mr. Klosky stated the recommendation on signage should be addressed.

*Mr. Guinther made a motion to take no action on the recommendations from the Facilities Planning Committee at this time. Second by Mr. Lavier. Mr. Klosky and Ms. Crouse opposed. Motion passed 3-2.*

### **Resident Relations Golf Cart Replacement Budget Amendment and Resolution**

In preparation of hiring the additional part-time DOR Enforcement Officer, staff conducted a safety





# BAREFOOT BAY RECREATION DISTRICT

inspection of the Resident Relations golf cart and determined that it was beyond the useful economic lifespan and not cost effective to repair. Acting General Counsel Amanda Smith read the resolution: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2015-12; AMENDING THE BUDGET; PROVIDING FOR AN EFFECTIVE DATE.

Staff recommends the Board approve the Golf Cart Replacement Project in FY16 Adopted Budget. Staff will then procure the cart per BBRD Policy Manual standards.

*Mr. Lavier made a motion amending resolution 2015-12 amending the budget. Second by Mr. Guinther. Motion passed unanimously.*

## **Courtesy Golf Cart Procurement**

Trustee Guinther requested the subject of a shuttle golf cart service from Building A parking lot to Building A for handicap and elderly residents be brought back for consideration by the Board. Staff did the necessary pricing research. The cost of a courtesy golf cart varies greatly based on age and condition. A new STARev People Movers 48-61 6-seater starts at \$10,234. A used 1997 Club Car 6 seater is available for approximately \$5,000. However, an estimated \$1,000 in maintenance costs is projected to bring the cart up to Property Services' standards. Although there is no dedicated budget for a courtesy golf cart in the FY16 Budget, the Capital Department Contingency account has a current available balance of \$20,448.86. Discussion ensued regarding the benefits of procuring the courtesy golf cart.

*Mr. Guinther made a motion to procure a new courtesy golf cart. Second by Mr. Lavier. Motion passed unanimously.*

## **Manager's Report**

Mr. Coffey discussed the D/E Complex conceptual design discussion with TLC Architects at the upcoming Facilities Planning Committee Meeting on December 3, 2015 at 2:30P.M. Discussion will include options for the 19<sup>th</sup> Hole kitchen and dining area, ProShop and Cart Barn and the current D/E meeting rooms. The Building A electrical assessment proposal report resulted in an estimate of \$159,500 in upgrades required within the next few years. The proposal was submitted to the Trustees for review and staff is in process of acquiring quotes for the two most immediate concerns. He gave updates on the roof replacement gutter phase for the Property Service maintenance building and the new shed for the Garden Club. The quote for the maintenance building replacement gutters have been signed and repairs should take only a few days to complete. The Garden Club shed transition should commence in January. A representative from B.S.E. Consultants, sub-contractor for TLC Engineering, will assess our stormwater system for improvements. Staff is currently accepting capital projects ideas from trustees, committees and/or individual residents. Please submit any ideas you may have in order of priority and include pricing if known and please include contact information.

## **Attorney Report**

Acting General Counsel Amanda Smith thanked the Board for allowing her to be present today. She conveyed General Counsel Repperger's regards and his assertion that he will be present at the next meeting in December.

## **Trustee Liaison Report**

Mr. Klosky read the Property Services report. Pools 2 and 3 have passed county inspection and Pool 1 will be inspected next month. Pool 1 will close at 6PM on Thanksgiving Day and Pool 2 and 3 will close



# BAREFOOT BAY RECREATION DISTRICT

at 3PM. He also read the Food and Beverage report. The 19<sup>th</sup> Hole now features a limited breakfast menu. Please be advised the 19<sup>th</sup> Hole and the Lounge will be closed for Thanksgiving Day.

Ms. Crouse announced the Finance Committee Meeting on November 19<sup>th</sup> in Building C beginning at 10AM. The committee welcomes a speaker from an investment firm to present a plan for future investments. She hopes the Finance Committee will have enough information after this meeting to formulate a proposal for submission to the Board of Trustees for consideration. The Recreation Committee will meet on November 19<sup>th</sup> at 2PM in Building E. Topics include refurbishing the fitness stations on the walking path, nature posters and parking lot surfaces. Ms. Crouse commented on an incident where an unleashed dog caused concerns for a resident. She requested the Board consider allowing DOR Enforcement to enforce the leash policy currently in the DOR and supported by the Brevard County leash laws.

Mr. Cavaliere will provide a report on the HOA at the next meeting as he has just been appointed liaison to the HOA this week. Mr. Cavaliere will also discuss facilities at the next meeting considering the length of time spent on facility discussion at this meeting today.

Mr. Guinther reported that the ARCC committee reviewed twenty-three applications, approved twenty-two and put one on hold. Ten inspection reports were submitted. The next meeting will be held on November 24<sup>th</sup> at 9AM in Building D. He reported sixteen violations cases processed at the recent Violations Committee with eight in violation and eight brought into compliance. The next meeting will be on December 11<sup>th</sup> at 10AM in Building D/E. Violations Committee will not meet on Friday, November 27<sup>th</sup> and December 25<sup>th</sup> for the holidays. Mr. Guinther thanked Dawn Myers for her part in launching the Community Art Program Art Exhibit in Building A. Various artists will display their artwork, all available for purchase, in Building A on a monthly basis going forward, so please stop in to view the wonderful artwork currently on display. Please contact Ms. Myers if you are interested in adding your artwork to the exhibit at 772.664.3141. Mr. Guinther also thanked all the volunteers and individuals that helped with the recent Veteran's Day Ceremony.

Mr. Lavier thanked Mr. Guinther for his part in coordination of the Veterans Day Ceremony and Flag Display. Renovations are proceeding well in the ProShop. He reported on recent and upcoming golf tournaments. Member/Member was a success last weekend with 106 participants, the Golf Fore Tots Tournament for children in need will be held tomorrow and has full registration at 100 participants. Next Saturday is the Sadie Hawkins Tournament more details to follow. Mr. Lavier reported on the recent overseeding of the putting green, driving range and fairways. This will help the conditions of the greens immensely.

## **Trustee's Incidental Remarks**

Mr. Klosky wanted to acknowledge long term resident and survivor of the battle at Iwo Jima, 95 years young and thanked him for his participation in the Veterans Day Parade. He thanked Sandy Lobello for taking over the coordination of the ceremony, Mr. Guinther and all the volunteers who helped make it a success and for the residents who took the time to come out to the parade and ceremony. Mr. Klosky requested waiving the 2<sup>nd</sup> meeting in November due to the holidays.

*Mr. Cavaliere made a motion to waive the second meeting in November. Second by Ms. Crouse. Motion passed unanimously.*



# BAREFOOT BAY RECREATION DISTRICT

Mr. Klosky requested funding from the Board to support the 10<sup>th</sup> Annual Barefoot Bay Christmas Parade on Sunday, December 6, 2015 at 5:30PM starting at the 19<sup>th</sup> Hole. He will also request funding from the HOA.

*Mr. Lavier made a motion to approve \$300 from BBRD to fund the Christmas Parade. Second by Mr. Guinther. Motion passed unanimously.*

Ms. Crouse gave an update on the Home Alone program discussed at the October 27<sup>th</sup> District meeting. She did follow up with the sheriff's office and was informed that they do not have any specific programs like this other than neighborhood watch programs. They did encourage local churches and clubs to organize locally. She thanked everyone for coming out to vote on November 3, 2015. Ms. Crouse discussed the role of trustee and of the District documents which are put in place to help uphold the principles of the District. She hoped the newly elected trustees will be successful in their new positions. She stated her place on the Board has been a privilege to serve the residents in Barefoot Bay in the past years and she will continue to serve the community in some capacity.

Mr. Lavier inquired about the AC problem in the hallway of Building A and about the softball scoreboard. Mr. Coffey will investigate the status of the AC next week and stated the permit is still at the County but is following the process closely. Mr. Lavier inquired about the removal of the fencing at Building D/E parking lot. Mr. Coffey stated the Board consensus was to remove the fence rather than clean it at the past budget meetings.

## **Audience Participation**

Ms. Jeanne Osborne voiced support of this past Veteran's Day ceremony and thanked Sandy Lobello for a magnificent job with the ceremony this year.

Mr. Bob Kahl asked for a follow up to the question of the District sponsoring the Home Alone program at the last meeting. Ms. Myers will forward the recommendation from the District insurance company for coverage of the program.

Ms. Carole Kennedy asked about the width of the walking path and if it is in keeping with the grant requirements. Mr. Coffey believed it was but will investigate to be certain and communicate his findings to Ms. Kennedy.

Mr. Harold Wortman announced the annual HOA Thanksgiving Dinner has sold out at Building A. The dinner will be catered by Red Rooster Café. He thanked all the people who helped with the coordination of the dinner and with donations of dinner delivered to those that could not make it out to Building A on Thanksgiving Day.

The next Board of Trustees meeting will be on Friday, December 11, 2015 at 1PM in Building D/E.

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

*Meeting adjourned 2:15PM*

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Thomas Guinther, Secretary

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Dawn Myers, District Clerk

## Board of Trustees Meeting Agenda Memo

Date: Tuesday, September 22, 2020  
Title: **Phased Re-Opening Discussion**  
Section & Item: 8.C  
Department: Administration, District Clerk  
Fiscal Impact: TBD  
Contact: John W. Coffey ICMA-CM, Community Manager  
Attachments: BBRD reopening timeline, Phase 2 Pool hours, Tee Time memo to the BOT Aug 20 2020  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Assessment of current conditions and consideration of further re-openings based on the conditions-based re-opening timeline.

### Background and Summary Information

#### Friday, May 8, 2020

The BOT reviewed the proposed conditions-based re-opening timeline and reached a consensus to re-open the beach, keep the pools closed, and revisit this issue at each meeting going forward.

#### Tuesday, May 26, 2020

The BOT approved the remainder of Phase 1 re-opening effective June 8, 2020.

#### Friday, June 12, 2020

The BOT voted to move into Phase 2 with the following specific re-opening dates and conditions:

#### Monday, June 15th

- Pool #1 capacity will increase to 54 including staff
- Pool #3 capacity will increase to 27 people including staff

#### Wednesday, June 17th

- Group exercise programs will re-start at Pool #3
  - Lap swimmers 9-10am
  - Hydrotherapy 10:15-11:15am
  - Aquatic Exercise 11:30am-12:30pm

#### Friday, June 19th

- The Lounge will re-open with a capacity of 40 people including staff (hours of operations to be determined). Music, live entertainment, and street dances are still prohibited. Only prepackaged snack food will be available.

-

#### Monday, June 22nd

- Pool #1 Pavilion (capacity of 18) and Picnic areas (capacity of 29) will be open to use by reservation with the Calendar Coordinator
- The Administration Building will re-open to the public Monday through Thursday with an hour closure each day (Noon to 1pm) to clean and sanitize common areas
- Building D/E will re-open for residents' use (by reservations only) with a capacity of 35 people, including staff

Friday, June 26th

- The 19th Hole will re-open with a capacity of 34 people including staff. The kitchen will remain closed, however, a daily snack special and grab and go items will be available (hours of operations to be determined). Pasta Night continues to be suspended.

On Friday, June 26th the state suspended the operations of bars and night clubs, thereby closing BBRD's Lounge and 19th Hole indefinitely.

Friday, August 14th

- Consensus of the BOT to add Aqua Zumba exercise classes to Pool #3 starting on September 1, 2020.  
- Trustee Henderson questioned if the Golf Course could go back to 8-minute tee times (from the current Phase 2 16-minute tee times). Staff will provide the BOT with a memo from Golf Operations Manager Cruz prior to the August 25th meeting summarizing the issues so the Trustees can consider how to proceed.

Tuesday, August 25th

- The BOT discussed moving tee times from 16 minutes intervals to 12 minute intervals. Ultimately, no changes were made to the current modified Phase 2 re-opening practices.

On Thursday, September 10, 2020, the Florida Department of Business and Professional Regulation rescinded their closure of bars effective Monday, September 14, 2020 with a re-opening capacity of 50%.

Staff is currently working on re-opening plans for the Lounge and 19th Hole and they will be provided to the BOT prior to the meeting.

The following information (in italic) was contained within the May 8, 2020 agenda memo.

Due to the impact of the Coronavirus pandemic, Chairman Klosky and staff incrementally closed amenities and buildings starting on March 16th in accordance with state and federal guidelines and executive orders. Staff developed the attached conditions-based re-opening timeline that is based on the 3-phase re-opening guidance from the White House last month and being followed loosely by Governor DeSantis. Readers should infer any specific dates and should understand the proposed timeline is not meant to be rigidly implemented but was developed to provide a transparent means of the multi-steps staff will take in re-opening specific amenities and buildings.

The likelihood of subsequent spikes in infections in Florida and/or Brevard County may necessitate the temporary reversal of openings (i.e. restricting or closing specific amenities/buildings that were in one of the early phases of re-opening. Additionally, the public should not confuse BBRD phases with elements of phases identified by national, state or local leaders. While the four-phase proposal for BBRD is built upon the White House's three-phase proposal, the overwhelming number of residents who fall within the "vulnerable population" category requires a more cautious and graduated approach in re-opening to ensure maximum personal protection from the spread of the virus to staff and the public. Hence, staff developed the attached conditions-based timeline for re-openings in an attempt to provide maximum use of facilities while following guidelines to ensure the safety of residents, guests and staff.

Lastly, the reader should clearly understand that staff will not under any circumstances make the decision to re-open specific amenities/buildings without direct BOT approval in a public meeting. Most people understand the diverse range of opinions in BBRD regarding closures and re-opening and it is simply poor public policy for staff to make a decision (which will be poorly received by one side or the other in this issue) and then flood the individual Trustees with complaints and attend the next scheduled BOT meeting to seek a reversal of staff's actions. The BOT by pre-approving all re-openings will allow the public to participate in the initial decision-making process rather than seek to the BOT to later reverse a decision by staff.



## A Conditions Based “Reopening BBRD” Timeline

The following BBRD re-opening timeline is conditions based. No specific dates are included or inferred. BBRD phases shall not occur before the corresponding State of Florida phase and may begin well after the similarly number State phase due to the demographical nature of BBRD residents. The following is meant to communicate the planned re-opening of BBRD facilities to the public. In the case of resurgence of coronavirus infections in Brevard County, closures and/or limitations of services/amenities will be in reverse order. Implementation of specific elements may be staggered depending upon conditions and staff. The Community Manager will not implement any of the phased openings without explicit BOT consent at a public meeting.

### Phase 1

- Assumes continuation of 6 feet social distancing in groups of 10 or more
- The public will be given 3-7 days’ notice of re-opening which shall only occur on a Monday, Tuesday, Wednesday or Thursday.
- All employees will be provided personal protective equipment and hand sanitizers. Their use is optional and not mandatory. Those requesting additional personal measures will be accommodated when feasible.
- Residents/guests will have their temperatures taken prior to entrance into facilities. Entrance will be denied for those above an acceptable reading.
- 2 pools can re-open with reduced capacity and additional pool hosts
  - Pools #1 and #2 have work to be performed this summer. Each pool will be closed for the duration of the work while the other one will be open.
  - Residents/guests will have their temperatures taken prior to entrance into the pools. Entrance will be denied for those above the acceptable number
  - Capacity at pools will be the following:
    - #1: 27 people including staff
      - Pavilion, Picnic area, and Lakeside/behind the Lounge areas will remain closed
    - #2: 17 people including staff
    - #3: 17 people including staff
  - ⊖ Residents/guests will be limited to 90 minutes at the pools ~~if there is a waiting line~~
  - Group activities are prohibited
  - Furniture will be spaced according to social distancing guidelines
- Beach parking will re-open
- Golf Course will remain on reduced tee times and one person per cart rule (two members of the same household may ride in the same cart)
- Pro Shop will continue to operate in a limited capacity basis
  - Members will continue to check in with Player Assistant
  - Entry will be limited to official business only
  - A maximum of 10 occupants and practiced social distance
  - Due to limited tee times, golfers will continue to be teamed up to complete a foursome
- Administration Building remain closed to the public
- Lounge and 19<sup>th</sup> Hole remain closed
- Meeting rooms remain closed

## Phase 2

- Assumes continuation of social distancing and an increase in the number of people in groups exempt from guideline
- The public will be given 3-7 days' notice of implementation of phase which shall occur on a Monday.
- Residents/guests will have their temperatures taken prior to entrance into facilities. Entrance will be denied for those above an acceptable reading.
- A maximum of two pools will be open
  - Restrictions on capacity will be relaxed to “moderate” but not eliminated
  - Capacity at pools will be the following:
    - #1: 54 people including staff (excluding other areas listed below)
      - Pavilion: 18 people (reservations only)
      - Picnic area: 29 people (reservations only)
      - Lakeside/behind the Lounge areas will be open but will not have its own capacity (i.e. folks from the pool and Lounge can go there but there will be limited furniture set out)
    - #2: 27 people including staff
    - #3: 27 people including staff
  - Residents/guests will be limited to 90 minutes at the pools if there is a waiting line
  - Group activities are prohibited
  - Furniture will be spaced according to social distancing guidelines
- Golf Course will remain on reduced tee times and one person per cart rule (two members of the same household may ride in the same cart)
- Pro Shop will continue to operate in a limited capacity basis
  - Members will continue to check in with Player Assistant
  - Entry will be limited to official business only
  - A maximum of 10 occupants and practiced social distance
  - Due to limited tee times, golfers will continue to be teamed up to complete a foursome
- Administration Building re-open Monday through Thursday with a one-hour closure mid-day for sanitizing public areas
- Lounge and 19<sup>th</sup> Hole will open under the following conditions
  - Reduced capacity and limited hours of operations
    - Lounge: (30% capacity or 40 people including staff)
    - 19<sup>th</sup> Hole (30% capacity or 34 people including staff) (Chairs will not be available on the porch)
    - Staff at each site to ensure proper social distancing and that capacity is not exceeded
  - No live music or entertainment
  - Lounge will only serve beverages and pre-packaged snacks
  - 19<sup>th</sup> Hole will not have kitchen service. Very basic food items will be available on a limited basis (items that do not require a cook in the kitchen during service).
  - No Street Dances, Pasta Night or catering
- Meeting rooms remain closed with exception of Building A
  - Use of Building A will be limited to 50 people with a minimum one-hour gap between set up time and end of use by previous group for sanitizing purposes. Staff will be present during usage to ensure proper social distancing and that capacity is not exceeded

## Phase 3

- Assumes continuation of social distancing and further increase in the number of people in groups exempt from guideline
- The public will be given 3-7 days' notice of implementation of phase which shall occur on a Monday.



- Residents/guests will have their temperatures taken prior to entrance into facilities. Entrance will be denied for those above an acceptable reading.
- A maximum of two pools will be open
  - Restrictions on capacity will be relaxed to “light” but not eliminated
  - Capacity at pools will be the following:
    - #1: 108 people including staff (excluding other areas listed below)
      - Pavilion:37 people (reservations only)
      - Picnic area: 59 people (reservations only)
      - Lakeside/behind the Lounge areas will be open but will not have its own capacity (i.e. folks from the pool and Lounge can go there but there will be limited furniture set out)
    - #2: 37 people including staff
    - #3: 37 people including staff
  - Residents/guests will be limited to 90 minutes ~~at the pools if there is a waiting line~~
  - Group activities are allowed if proper social distancing is followed. Staff shall have discretion to halt specific group activities if proper social distancing is not followed.
  - Furniture will be spaced according to social distancing guidelines
- Golf Course will remain on reduced tee times and one person per cart rule will be relaxed (two people can ride in a single cart but golfers will have the option of riding separately if they elect)
- Pro Shop will continue to operate in a limited capacity basis
  - Members will continue to check in with Player Assistant
  - Entry will be limited to official business only
  - A maximum of 10 occupants and practiced social distance
  - Due to limited tee times, golfers will continue to be teamed up to complete a foursome
  - All picnic tables outside of the 19<sup>th</sup> Hole will be reinstalled and available for use with a maximum of 24 individuals allowed seated
- Administration Building remains open Monday through Thursday with a one-hour closure mid-day for sanitizing public areas
- Lounge and 19<sup>th</sup> Hole remain open under the following conditions
  - Relaxed reduced capacity and limited hours of operations
    - Lounge: (50% capacity or 60 people including staff)
    - 19<sup>th</sup> Hole (50% capacity or 51 people including staff) (Chairs will not be available on the porch)
  - No live music or entertainment
  - Lounge will only serve beverages and pre-packaged snacks
  - 19<sup>th</sup> Hole will not have kitchen service. Very basic food items will be available on a limited basis.
  - No Street Dances, Pasta Night or catering
- Meeting rooms usage
  - Use of Building A will be limited to 75 people with a minimum one-hour gap between set up time and end of use by previous group for sanitizing purposes. Staff will be present during usage to ensure proper social distancing and that capacity is not exceeded.
  - Use of Building D/E will be limited to 50 people with a minimum one-hour gap between set up time and end of use by previous group for sanitizing purposes. Staff will be present during usage to ensure proper social distancing and that capacity is not exceeded.
  - Building C, Pool Room and Administration Conference Room will remain closed.

#### Phase 4

- Assumes an end to social distancing
- The public will be given 3-7 days' notice of implementation of phase which shall occur on a Monday. Implementation of specific elements may be staggered depending upon conditions and staff.
- All pools will be open
  - Capacity at pools will be the following:
    - #1: 509 including staff in all areas within metal fencing excluding the inside of buildings
    - #2: 54 people including staff
    - #3: 54 people including staff
- Golf Course will go back to standard tee times and two-person per cart rule
  - Picnic tables will resume full capacity
- Pro Shop will resume normal operating procedures
- Administration Building resumes normal hours of operations
- Lounge and 19<sup>th</sup> Hole resumes full indoor capacity, regular hours of operations and live music and entertainment
  - Lounge:
    - 119 capacity including staff
    - Lounge will only serve beverages and pre-packaged snacks (lunch permanently discontinued)
  - 19<sup>th</sup> Hole
    - 102 capacity including staff
    - 19<sup>th</sup> Hole will resume kitchen service
    - Seating will be available on the porch
  - Street Dances, Pasta Night and Catering will resume when demand is present and events are profitable
- Meeting rooms usage
  - All rooms are open
  - Staff for crowd monitoring will be limited to Music Bingo and other events as needed.

# PHASE 2 POOL HOURS

## POOL 1

Hours of operation: 9am-7:15pm

9:00am-10:30am  
10:45am-12:15pm  
12:30pm-2:00pm  
2:15pm-3:45pm  
4:00pm-5:30pm  
5:45pm-7:15pm

## POOL 3

### Monday & Friday

Hours of operation: 9:00am-5:45pm

#### EXERCISE GROUP SCHEDULE

Lap swimmers 9-10am  
Hydrotherapy 10:15-11:15am  
Aquatic Exercise 11:30am-12:30pm

#### OPEN SWIM

Open swim 12:45-2:15pm  
Open swim 2:30-4pm  
Open swim 4:15-5:45pm

### Tuesday, Wednesday, Thursday

Hours of operation: 9:00am-5:15pm

#### EXERCISE GROUP SCHEDULE

Lap swimmers 9-10am  
Hydrotherapy 10:15-11:15am  
Aquatic Exercise 11:30am-12:30pm  
Zumba 12:45-1:45pm

#### OPEN SWIM

Open swim 2-3:30pm  
Open swim 3:45-5:15pm

### Saturday & Sunday

Hours of operation: 9:30am-6:00pm

#### OPEN SWIM

9:30am-11:00am  
11:15am-12:45pm  
1:00pm-2:30pm  
2:45pm-4:15pm  
4:30pm-6:00pm



## Barefoot Bay Recreation District

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

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

**Memo To:** Board of Trustees  
**Through:** John W. Coffey, ICMA-CM, Community Manager  
**From:** Ernie, Cruz, PGA Certified Professional  
**Date:** August 20, 2020  
**Subject:** Current COVID-19 Tee Times

The below is my professional opinion and analysis of the current tee time (16 minutes) system and an analysis of the pros and cons of going back to pre-COVID-19 tee times (8 minutes). As you are aware, our tee times were adjusted to 16 minutes from the original 8 minutes apart time slots due to the need for social distancing, and new sanitizing efforts needed to be done by staff. Currently, we have a one-player per cart rule to help keep players socially distanced.

### PROPOSAL TO CHANGE FROM CURRENT COVID-19 TEE TIMES TO NORMAL 8 MINUTES

#### **Pro:**

##### Player's perspective

- Allows players to congregate easier before and after their rounds of golf
- Increased number of players who can play in desirable morning hours during the summertime

##### BBRD's perspective

- Decreased complaints from players about current tee times

#### **Con:**

##### Player's perspective

- Probable decrease in COVID-19 safety of using carts
- Possibility of running out of BBRD golf carts as play increases in the late autumn months

##### BBRD's perspective

- Will not increase number of players per day in the summertime

- Increased number of people congregating at the Pro Shop waiting to tee off (We are unique in BBRD golf course in that we have 18-hole golfers start on one side of the course while simultaneously starting 9-hole golfers on the opposite nine holes. This also allowed us to adjust our check-in procedures; however, this added work to our player assistants' role. They run back and forth to start players on time. Basically, if we reduce the time back to 8 minutes, we would have more people congregating, more players to check in and more chaos from groups making noise as they arrive early to check in.). Additional player assistant staff could alleviate this problem.
- Due to possible COVID-19 exposure shut-down Golf-Pro Shop staff now does mid-day disinfection cleaning. Additional staff would be needed during morning hours to ensure safety of players and staff and to get people checked in timely.

#### RECOMMENDATION

My recommendation is we keep current tee times and COVID-19 operations as is. The groups that say they want to play closer together are in my mind making noise. Here is why. I ride this course every day, sometimes twice a day. Even with the groups that start 16 minutes apart versus the 8 minutes, they have caught up with the group in front of them by the 3rd or 4th hole and are all finishing one right after the other. Then they sit in the picnic area in their carts. Starting everyone off back to back will decrease our ability to ensure COVID-19 safety and could lead to further shutdowns due to player or staff exposures.

**Board of Trustees**

**Meeting Agenda Memo**

Date: Tuesday, September 22, 2020  
 Title: **DOR Violation 19-005060 820 Wren Circle**  
 Section & Item: 9.A.i  
 Department: Resident Relations, DOR  
 Fiscal Impact: N/A  
 Contact: Richard Armington, Resident Relations Manager, John W. Coffey  
 ICMA-CM, Community Manager  
 Attachments: 820 Wren. Unapproved fence (4), 820 Wren. Unapproved fence (3), 820 Wren. Fence (2), 820 Unapproved fence 1  
 Reviewed by  
 General Counsel: N/A  
 Approved by: John W. Coffey, ICMA-CM, Community Manager



**Requested Action by BOT**

Review violation and referral to General Counsel Repperger.

**Background and Summary Information**

Violation to Article II, Section 5 – Unapproved Fence: Case was opened 12/7/2019. Twelve inspections have been performed on this property. Fifteen pictures have been taken four are attached. Staff has signed Affidavit of Notices and attached one picture. Statement of violation has been sent. Property is under social membership suspension. Property was found in violation by the Violations Committee on February 12 th 2020. Respondent was notified by first class mail, certified mail and property was also posted.

Staff recommends that the BOT refer this Violation to the General Counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien.











**Board of Trustees**

**Meeting Agenda Memo**

Date: Tuesday, September 22, 2020

Title: **General Liability & Workers' Compensation Insurance Renewal**

Section & Item: 9.B

Department: Administration, District Clerk

Fiscal Impact: \$156,338 (FY21 Budget of \$163,860)

Contact: Stephanie Brown, District Clerk, District Clerk, John W. Coffey ICMA-CM, Community Manager

Attachments: FMIT 2020-2021 Renewal Proposal, Barefoot Bay Rec District Liquor Liability 2021 Quote

Reviewed by

General Counsel: N/A

Approved by: John W. Coffey, ICMA-CM, Community Manager



**Requested Action by BOT**

Renew Liability & Workers' Compensation Insurance coverage to Florida Municipal Insurance Trust (FMIT) for FY21 (year 2 of 2-year rate guarantee).

**Background and Summary Information**

The BOT changed general liability and workers' compensation insurance companies in FY18 from Public Risk Insurance Agency (PRIA) to Florida Municipal Insurance Trust (FMIT). At the time, FMIT, guaranteed the liability insurance for a two-year period. In FY20, staff sought bids from competing companies to ensure BBRD was getting the best coverage for the least amount of money. Subsequently, the BOT renewed coverage with FMIT for a two-year rate guarantee. As with private homeowners' insurance, BBRD's liability insurance premiums are based on the history of claims, amount of coverage, and overall industry trends.

Likewise, BBRD's workers' compensation insurance premiums are based on experience, types of work performed by employees, and industry trends. Specifically, experience is rated based on the "modifier" of the three prior years' experience. A modifier of 1.00 is average. BBRD's modifier has changed per the following

Fiscal Year	Modifier
2015	1.99
2016	1.63
2017	1.67
2018	1.24
2019	1.00
2020	0.76
2021	0.76

The reader should note that FMIT does not offer liquor liability as part of its basic plan but has facilitated a separate policy (same sub-contractor as PRIA did in prior years).

	<b>FY21 Budget</b>	<b>FMIT</b>
<b>Base Policy</b>		
Property (Blanket Real & Personal Property)	N/A	79,963
Auto Liability	N/A	2,397
Auto Damage	N/A	1,115
General/Professional Liability	N/A	40,562
Liability Sub-total	141,226	124,037
Workers' Comp	22,634	23,595
<b>Base Policy Total</b>	<b>163,860</b>	<b>147,632</b>
3rd party Liquor liability	N/A	8,706
<b>Total Cost</b>	<b>163,860</b>	<b>156,338</b>
Difference from Budget	N/A	7,522

Staff recommends the BOT renew liability and workers' compensation insurance coverage to Florida Municipal Insurance Trust for \$147,632 plus the cost of liquor liability insurance (\$8,706). After the FY20 Audit is completed, staff will prepare a budget amendment for consideration by the BOT moving the surplus \$7,522 from the various accounts to R&M/Capital Contingency.



RENEWAL QUOTE FOR 2020-2021

**Barefoot Bay Recreation District**  
FMIT 0028

<u>Coverage</u>	<u>Deductible</u>	<u>Limit</u>	<u>Premium</u>
General/Professional Liability	\$0	\$5,000,000	\$40,562
Automobile Liability	\$0	\$1,000,000	\$2,397
Automobile Physical Damage	Per Schedule		\$1,115
Property	\$500	\$11,843,250	\$79,963
Workers' Compensation Experience Modification	\$0 0.76 10/1/20	Total Payroll \$2,115,000	\$23,595
<b>TOTAL FMIT PREMIUM</b>			<b>\$147,632</b>

\*Includes: Drug Free Credit: Yes  
Safety Credit: Yes

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and/or Policies will apply.

Insured:	Barefoot Bay Recreation District	
Insurer:	Mount Vernon Fire Insurance Company	
Coverage:	Liquor Law Liability Scheduled Locations and Gross Receipts: 625 Barefoot Boulevard, Barefoot Bay FL 32976 Receipts: \$219,201  1225 Barefoot Boulevard, Barefoot Bay FL 32976 Receipts: \$350,161	
Limit of Liability:	\$1,000,000	Each Common Cause
	\$2,000,000	General Aggregate
Assault or Battery:	\$300,000 / \$600,000	
Policy Term:	10/1/2020 – 10/1/2021	
Conditions:	<p>Exclusions: Punitive or Exemplary Damages; Absolute Pollution Liability; Nuclear Energy Liability; New Entities; Absolute Firearms</p> <p>Subject to Audit results and/or Inspection (if any) as well as review and approval of a completed, signed, titled and dated Material Information Form</p> <p>Subject to underwriting and warranted conditions</p> <p>Subject to no losses</p> <p>Additional Insured(s): Liquor License Holder 25% Minimum Earned Premium 100% Minimum &amp; Deposit Premium No Flat Cancellation</p> <p><b>OCCURRENCE FORMAT</b> This Quote Expires: <b>10/1/2020</b> Required to bind coverage: <b>Completed, signed and dated material info form</b> <b>Alcoholic beverage laws/regulations sign-in sheet</b></p> <p>Other terms, conditions and exclusions as described in policy</p>	
Premium:	\$8,631.00	Premium
	\$75.00	Policy Fee
	<b>\$8,706.00</b>	<b>Total Premium</b>
Payment Terms:	<p>Will invoice – Due within 10 days of invoice date <b>(If full premium payment is not received by the due date indicated on the invoice, the policy is subject to cancellation for non-payment of premium by the insurer.)</b></p>	

The Mount Vernon Fire Insurance Company is an approved, non-licensed insurer in the State of Florida. It is not subject to the Guaranty Fund. The A.M. Best rating is A++ XII.

**This account is subject to the following - Sections A, B and C:**

*Please note that we will not be able to bind coverage until we satisfy all Prior to Binding requirements.*

**A. Prior To Bind Requirements:**

- No Prior to Bind Requirements

**B. Items Required Within 21 days of the inception of coverage:**

- Our completed Confirmation of Material Information Form (attached) signed & dated by the Owner, Officer, Partner or Managing Member.

**C. Underwriting Notes:**

- If bound, we will conduct an audit within 60 days based on the applicant's books from the prior 12 months to ensure that this risk meets our underwriting guidelines.
- Quote is subject to Audit results and/or Inspection (if any).
- Your liquor liability premium can be reduced up to 5% if you utilize an identification scanner device to verify the ages of your patrons.
- Above Liquor Liability premium includes the liquor license holder as an additional insured.
- Valid certificates for all alcohol servers must be available for review at time of inspection.

**Conditions (as represented on the Liquor Policy Conditions Endorsement)**

- The insured has no knowledge of more than 1 liquor liability and/or assault or battery claims or notification of potential liquor liability and/or assault or battery claims for this location arising out of occurrences within five years prior to the date the application is signed (excluding a liquor liability claim closed without payment because insured found not legally liable).
- The insured has no knowledge of more than three (3) citations, violations, charges or enforcement actions at this location within five (5) years of the date of the application. Of those three (3), no more than two (2) relate to the sale or service of alcohol or criminal activities.
- Employees or other persons are not permitted to consume alcohol during their hours of employment or service.
- Only the insured and its authorized employees or members are permitted to serve alcohol. In the alternative, the insured agrees that persons serving alcohol who are not the insured's authorized employees or members are covered under a policy of liquor liability insurance with limits greater than or equal to the limits of this policy.
- The establishment closes by 3:30 AM daily.
- Alcohol sales cease by 3:00 AM.



# USLI

1190 Devon Park Drive, PO Box 6700, Wayne, PA 19087

Phone (888) 523-5545 Fax (610) 688-4391

Policy #: **CL 2649211F** Insured: **Barefoot Bay Recreation District DBA Barefoot Bay Recreation District**

Expiration: **10/01/2020** Location **625 Barefoot Boulevard, Barefoot Bay, FL 32976 and  
1225 Barefoot Boulevard, Barefoot Bay, FL 32976**

## Liquor Liability

### Confirmation of Material Information Form for Renewal Policies Only

(To be completed, signed and dated by the Owner, Officer, Partner or Managing Member.)

If any of the following questions are answered 'YES', please submit complete details along with this application. The questions on the form apply to the Named Insured's operations as of the date indicated above and for the next 12 months.

	YES	NO
1 This account was underwritten last year based on annual food sales of \$232,420 and alcohol sales of \$569,362. Are sales expected to increase by more than 10% over the next 12 months? If yes, please specify expected sales of food \$ _____ and alcohol \$ _____	_____	_____
2 a. Have there been any changes in the Named Insured's business or operations under the above policy in the past 12 months? b. Are any changes planned or anticipated in the next 12 months? If yes to (a) or (b), please describe changes: _____	_____	_____
3 Does the Named Insured have a valid, active liquor license (if required by ordinance or law)?	_____	_____
4 Is alcohol sold, served or furnished only by authorized employees or members of the Named Insured? If "no", are persons selling, serving or furnishing alcohol required to be covered under a policy of liquor liability insurance with limits equal to or greater than the limits of the above policy?	_____	_____
5 For Non-Profit Private, Fraternal or Social Clubs: a. Are same day memberships available? b. Are members permitted to bring more than 3 guests per day (excluding banquet activities and immediate family members)? c. Is self service of alcohol permitted by members? d. If BYOB (bring your own bottle) is permitted, is it limited to banquet operations only?	_____	_____
6 Do alcohol sales continue past 12:00 AM or does establishment close after 12:00 AM?	_____	_____
7 Does Named Insured feature any major entertainment(e.g. bands with 3 or more members [excluding jazz bands], dance clubs or dance halls, DJ with dancing)? If yes, specify number of times per week: _____ or times per year: _____	_____	_____
8 If facilities are available for banquets, receptions or private affairs, is entertainment provided by the Named Insured or Leasee? If yes, specify number of times per week: _____ or times per year: _____	_____	_____
9 Does the Named Insured offer more than two complimentary drinks per patron per day, beer pong or other drinking games or "all you can drink" specials, bottle service or setups (Including New Year's Eve or other Special Events)?	_____	_____
10 Is BYOB (bring your own bottle) permitted?	_____	_____
11 Are employees or other persons selling or serving alcohol permitted to consume alcohol during their hours of employment or service for the Named Insured?	_____	_____
12 Does the Named Insured maintain General Liability Insurance at limits equal to or greater than the limits of this liquor liability insurance?	_____	_____
13 Does the Named Insured use bouncers, security or doorpersons in its operations?	_____	_____

- 14 Has the Named Insured received any fines or citations for violations of law or ordinance related to illegal activities or the sale of alcohol occurring at this location within the past five years? \_\_\_\_\_
- If yes, Please answer the following:
- a. Provide date(s) and detailed description(s) of each violation.
- b. Describe any measures and/or procedures that have been put in place to prevent future violations.
- 15 Has the Named Insured received notice of any liquor liability and/or assault or battery claims or potential liquor liability and/or assault or battery claims occurring at this location within the past five years? \_\_\_\_\_
- a. If yes, and the claim was not reported to this Company, please provide up to date information on reserves, payments made, and status of claim.
- 16 a. Are patrons under the legal drinking age permitted on the Named Insured's premises? \_\_\_\_\_
- b. Are patrons under the legal drinking age permitted on the Named Insured's premises after 11:00 PM? \_\_\_\_\_
- 17 Does the Named Insured's establishment cater to predominantly youthful clientele ranging from 21 to 25 years of age? \_\_\_\_\_
- If yes, are all alcohol-servers certified through a formal alcohol training course not mandated by the state? \_\_\_\_\_
- 18 Has your mailing or location address changed during the last year? If so, please provide your current address. \_\_\_\_\_
- Mailing: \_\_\_\_\_
- Location: \_\_\_\_\_
- 19 Insured Email Address: \_\_\_\_\_

WARRANTIES: I/we warrant that the information contained herein is true and that it shall be the basis of the policy of insurance and deemed incorporated therein, should the Company evidence its acceptance of this application by issuance of a policy. I/we agree that such policy shall be null and void if such information is false or misleading in any way, as this would materially affect acceptance of a risk by the Company. I/we hereby authorize release of claim information from any insurers or their general agent. I/we warrant that premises liability coverage will be maintained at limits at least equal to the liquor liability limits during the entire term of the liquor policy. I/we agree to submit records for audit by the Company upon termination or expiration of this policy for the determination of actual gross receipts during the period of coverage, if requested.

I certify the above is true and representative to the best of my knowledge.

\_\_\_\_\_  
 Signature of Owner, Officer, Partner or Managing Member\* Title Date

\*Signing this application does not require the insurer to issue a policy of insurance or require the applicant to accept the insurance offered.

**Board of Trustees**

**Meeting Agenda Memo**

Date: Tuesday, September 22, 2020

Title: **Revised Policy Manual**

Section & Item: 9.C

Department: Administration, District Clerk

Fiscal Impact: N/A

Contact: Michael R. Maino, Trustee, 1st Chair, Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager

Attachments: resolution Policy Manual Adoption, Draft BOT NRP Sub-Committee Minutes 08.19.2020, Policy Manual proposed revision 11Sep20

Reviewed by

General Counsel: No

Approved by: John W. Coffey, ICMA-CM, Community Manager



**Requested Action by BOT**

Adoption of Resolution 2020-12 revising the BBRD Policy Manual.

**Background and Summary Information**

On Wednesday, August 19, 2020, the BOT Neighborhood Revitalization Program (NRP) Sub-committee voted 2-0 (Trustee Compton was absent) to recommend to the BOT the removal of the word "target" from page 17 of the Policy Manual (first paragraph, third line) as shown below:

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

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

Staff recommends the BOT adopt Resolution 2020-12 revising the Policy Manual as attached.

## RESOLUTION 2020-12

### **A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; PROVIDING FOR THE ADOPTION OF A REVISION TO THE POLICY MANUAL ADOPTED MAY 8, 2009, AS SUBSEQUENTLY AMENDED THROUGH FEBRUARY 25, 2020; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE**

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

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

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

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

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

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

**Section 3.** Conflict with other Provisions.

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

**Section 4.** Effective Date.

This Resolution shall become effective on September 14, 2020.

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 Michael R. Maino	_____
Trustee Roger Compton	_____
Trustee Randy Loveland	_____
Trustee Luann Henderson	_____

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted this  
11th day of September 2020.

**BAREFOOT BAY RECREATION DISTRICT**

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

Attest: \_\_\_\_\_  
ROGER COMPTON  
SECRETARY



# BAREFOOT BAY RECREATION DISTRICT

Neighborhood Revitalization Program  
BOT Sub-committee Meeting  
Wednesday, August 19, 2020  
10:00AM  
NAB Conference Room  
Minutes

- Call to Order: Chairman Mike Maino called the meeting to order at 10:00 a.m.
- Pledge of Allegiance to the Flag: Pledge was led by Chairman Mike Maino
- Roll Call: Chairman Mike Maino, 2<sup>nd</sup> Chair Randy Loveland, Trustee Compton was absent. Also present: Resident Relations/H.R. Manager Rich Armington, and DOR/ARCC Administrative Assistant Sally-Ann Biondolillo.
- Approval of February 7, 2020 – Approved as presented
- Audience Present: BOT Chairman Joseph Klosky and Community Manager John W. Coffey, ICMA-CM

## **New Business:**

**Discussion regarding the NRP List** - After discussing the word “Target” in regards to the property list of homes, Mr. Loveland made a motion to present to the Board of Trustees to remove the word “Target” from page 17, paragraph 1 in regards to properties for acquisition. Mr. Maino second the motion.

**Discussion regarding the NRP Report** – Mr. Maino discussed the feedback regarding this program has been in favor from the residents. Mr. Loveland discussed the account balance and the totals needed to remove a home under the program.

**Closing remarks:** Tentatively to be held on February 2, 2021 at 10:00 a.m.

**Adjournment:** Mr. Loveland made the motion to adjourn the meeting at 10:53 a.m., motion carried.

*Sally-Ann Biondolillo*

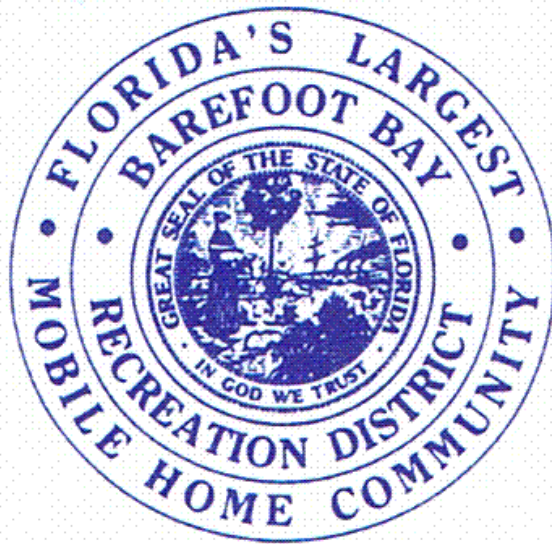
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Sally-Ann Biondolillo  
ARCC / DOR Administrative Assistant

4/10/2019 If an individual decides to appeal any decision made by the Recreation District with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.

# Barefoot Bay Recreation District

## Policy Manual



Approved by the Board of Trustees on ~~February 25, 2020~~ September 11, 2020

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Barefoot Bay Recreation District  
Policy Manual  
PURPOSE

## PURPOSE

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

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

The reasons for developing a Policy Manual include:

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

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

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

## **Part One. General Operating Policy**

### **1.0 EMPLOYMENT AND TRAINING**

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

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

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

### **1.1 TRAVEL POLICY**

Barefoot Bay Recreation District does not recommend the use of personal vehicles for business purposes. Employees will not be reimbursed for mileage when they use their personal vehicle for Barefoot Bay Recreation District business. An exception is made when 1. An employee is required to attend a seminar, training or any overnight business travel, or 2. An employee is on an official assignment and a Barefoot Bay vehicle is not available<sup>3</sup>, subject to prior approval of district management. If necessary, during a declared emergency, district management may waive this policy. <sup>4</sup>

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

<sup>5</sup>These basic policies apply to all BBRD travel:

1. All travel, if pre-authorized by the Community Manager
2. Receipts are required for reimbursed expenses
3. Rates of per diem and subsistence allowance and mileage rate for use of personal vehicles is reimbursed in accordance with Sec.-112.061, F.S.
4. Expense reports that approved by the Department Head and Community Manager are reimbursed in a timely manner.
5. Traveler must elect prior to travel use of per diem or reimbursement for meal expense (including up to 15% tip and sales tax).<sup>6 7</sup>

### **1.2 REPORTS REQUESTED BY THE BOARD OF TRUSTEES**

The following reports shall be provided by the 15<sup>th</sup> of each month:

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

The following report shall be provided at each meeting:

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

### **1.3 JOB INSTRUCTION TRAINING MANUAL**

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

## **Part Two. General Financial Policies**

### **2.0 ACCOUNTS PAYABLE**

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

#### **Sales Tax**

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

### **2.1 ACCOUNTS RECEIVABLE**

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

### **2.2 ASSESSMENT FEE COLLECTION POLICY**

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

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

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

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

### **2.3 CONVEYANCE OF PROPERTY**

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

### **2.4 PAYROLL**

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

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

### **2.5 RETIREMENT PLAN**

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

### **2.6 INVENTORIES**

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

### **2.7 FIXED ASSETS (tangible personal property)**

A listing of all fixed assets with a value of \$2,000.00 or more will be maintained, updated, and completed for each year by September 30<sup>th</sup>. Each item received is tagged with an all-weather tag. Additions and deletions of tangible asset require approval by Community Manager.<sup>10</sup>

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

### **2.8 YEARLY BUDGET SCHEDULE AND LEVY OF ASSESSMENTS**

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

**Fiscal Year and Budget Process**

“The fiscal year of the district shall commence on October 1 of each year and end on September 30 of the following year. The trustees shall, on or before April 1 of each year, prepare an annual financial statement of income and disbursements during the prior fiscal year. On or before July 1 of each year, the trustees shall prepare and adopt an itemized budget showing the amount of money necessary for the operation of the district for the next fiscal year and the special assessment to be assessed and collected upon improved residential parcels of the district for the next ensuing year. Each year such a financial statement shall be published once during the month of April in a newspaper of general circulation within the county. A copy of the statement and a copy of the budget shall also be furnished to each owner of an improved residential parcel within 30 days after its preparation, and a copy of each shall be made available for public inspection at the principal office of the district at reasonable hours.”

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

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

**2.9 ESTABLISHING A NEW FUND**

It is the policy of the Recreation District to establish a new fund based on the criteria identified by the State of Florida in the Uniform Accounting System Manual. The manual recommends that only

a minimum number of funds consistent with the legal and operational requirements of the District should be established. Each new fund adds complexity and costs to the administration of the District's financial system. A fund is defined as an independent fiscal and accounting entity consisting of a self-balancing set of accounts segregated for the purpose of carrying on specific activities in accordance with defined regulations, restrictions and limitations. This policy should address the following areas when opening a new fund:

#### **Charter Reference**

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

#### **Fund Identification and Interaction with Other Funds**

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

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

### **2.10 Budget Amendments and Transfer <sup>11</sup>**

#### **Budget Amendments**

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

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

#### **Budget Transfers**

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

### **2.11 CHART OF ACCOUNTS – GENERAL LEDGER ACCOUNT STRUCTURE**

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

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

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



Description	Purpose
General Fund	Legislative Expenses, includes G/L accounts for Special Reserve, Stormwater, Capital, and Shopping Center departments. Revenue received as federal, state, or local agency grant funds shall be maintained in a separate account within the General Fund.
Debt service fund	To record deposits and payments to long term debt
General Fixed Assets Fund	Used to record capital assets and accumulated depreciation
General Long-Term Debt Fund	Current balances for Long Term Debt
Government Wide Fund	Reconciling/conversion entries to Government Wide Statements

## 2.12 BANK ACCOUNTS

The District maintains bank accounts necessary to provide for operations.

<u>Account</u>	<u>G/L Account #</u>	
General Fund General Fund)	001-101000	(Purpose: receipts and expenditures for the

### Investment Procedures<sup>12</sup>

The District does not have a written investment policy that adheres to F.S. Section 218.415. Therefore, the District can only invest in the following instruments and programs:

1. The Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in s. 163.01.
2. Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
3. Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in s. 280.02.
4. Direct obligations of the U.S. Treasury.

The District currently participates in the State Board Association Pooled Investment Program (SBA) The interest earned on the SBA investments is recorded when it is received.<sup>13</sup> Funds are only moved between investment accounts within a fund by Board of Trustees resolution.

## 2.13 PROCUREMENT POLICY

### Ethical Standards and Their Application to Procurement

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

### **Payment of Sales Tax**

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

### **Capital Budget Expenditures**

The Board of Trustees and Community Manager must approve all Capital budget purchases. Capital budget purchases or outlays are for the acquisition of or addition to fixed assets. They generally add value to the land or building, have a useful life of more than one year, are of a non-consumable nature, and must exceed \$5,000.00<sup>14</sup> in value.

Capital Budget expenditures are classified as:

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

### **General Purchasing Requirements**

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

Department	Department Head or Designee
Administration	Community Manager or Designee

The Community Manager is authorized to approve budgeted expenditures of up to \$7,500.00 without Board authorization. All expenditures of \$7,500.00<sup>15</sup> or more shall be authorized by the Board of Trustees and have two authorized signatures on ANY check.

### **Use of Purchase Orders-Competitive Pricing**

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

1. For purchases of up to \$999.99<sup>16</sup>, a purchase order and competitive pricing is not required; however, obtaining quotations is recommended whenever practical.
2. For purchases of \$1,000.00 to \$19,999.99<sup>17</sup> informal quotes are required from at least two sources. A "No Bid" does not constitute a quote. These quotations should be submitted in writing, and kept on file in the accounts payable office and the requesting department.
3. For purchases in the amount of \$20,000.00 to \$49,999.99<sup>18</sup> written, signed bids are required from at least three sources. A "No Bid" does not constitute a bid. These bids should be kept on file in the accounts payable office and the requesting department.
4. For all purchases in the amount of \$50,000<sup>19</sup> or more, sealed bids are required and the Request for Proposal or Invitation to Bid Process must be followed (see Section 2.14).

If staff is unable to obtain more than one quote or bid after a reasonable time, the Community Manager may authorize the procurement based on the Department Manager's recommendation and use of Exception to Competition, #9 "Under other documented and justified circumstances approved by the Community Manager." When this exception to competition (a second quote cannot be found in a reasonable time)<sup>20</sup> is used, the Community Manager shall notify the Board of Trustees at the next regularly scheduled Board meeting and notate the date, vendor and price on an "Exception to Competition log" as maintained by the District Clerk.<sup>21</sup>

#### **Blanket Purchase Orders**

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

#### **Use of Credit Cards<sup>22</sup>**

Department Managers are authorized by the Community Manager to use a credit card with a maximum monthly limit of \$1,000.00 for purchases when credit accounts or payment by check is not acceptable or efficient. An additional \$1,000.00 per month may be pre-approved by the Community Manager as needed. The Finance Manager is authorized by the Community Manager to use a credit card with a maximum monthly limit of \$5,000.00 for purchases when credit accounts or payment by check is not acceptable or efficient. Department Managers will forward receipts for all purchases made by use of the credit card to the Finance Manager or designee. The Finance Manager or designee shall monitor the usage of departmental credit cards. Credit cards shall be stored in a secured location by the Department Managers when not in use.

#### **Exceptions to the use of Purchase Orders**

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

- Utilities
- Travel and Training (reimbursements are handled through A/P)
- Insurance Premiums
- Debt Service Costs
- Certain refunds and reimbursements
- Inventory purchases for retail sale <sup>23</sup>

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

### **Exceptions to Competition**

The competitive procurement process may be waived:

1. In defined emergencies, documented in accordance with the Emergency Purchases section of these policies.
2. For sole source procurements documented and approved in accordance with the Sole Source Purchases section of these policies.
3. For seminars registrations and professional membership dues and fees.
4. For purchase of local utility services for BBRD owned or operated facilities.
5. Postage expense, when billed by a vendor at the currently prevailing postage rates established by the U.S. Postal Service.
6. Repair or services for proprietary equipment, software, hardware, etc.<sup>24</sup>
7. Capital or R&M projects proposed by a vendor responsible for long-term maintenance when recommended by responsible department manager and approved by the Community Manager.
8. Repairs that require action within 72 hours.<sup>25</sup>
9. Under other documented and justified circumstances approved by the Community Manager.

### **Emergency Purchases**

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

In the event of the need to repair existing infrastructure that impacts the health welfare and safety of residents, the Community Manager may waive normal purchasing procedures. The Community Manager shall place the contract for repairs on the next regularly scheduled BOT meeting agenda for confirmation.<sup>26</sup>

### **Purchases from Purchasing agreements of Special Districts, Municipalities, or Counties (Piggybacking)<sup>27</sup>**

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

### **Purchases from State Contract<sup>28</sup>**

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

### **Emergency Payment**

In a declared emergency either the Community Manager and one Trustee, or two Trustees, are required to sign checks over \$7,500<sup>29</sup> to pay for needed purchases, supplies or contracted services.<sup>30</sup>

### **Purchase of Services From a Goods and Sole Source Provider**

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

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

1. The stated vendor is the only producer of the product or service, and no commercial substitute is available.
2. The information or data is proprietary.
3. The maintenance or repair requires specialized equipment or expertise, which is available only from the original vendor, or vendor representative.
4. If the District currently has a continuing service contract with the vendor.<sup>31</sup>

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

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

#### **Awards Quotes/Bids under \$50,000<sup>32</sup>**

Award recommendations exceeding \$7,500.00<sup>33</sup> will be submitted by the Community Manager for approval by the Board of Trustees, unless previously exempted or approved.

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

#### **Tie Bids**

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

#### **Waiver of Irregularities**

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

#### **Signatures on Contracts**

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

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

#### **Change Orders or Amendments**

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

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

1. All change orders resulting in a cumulative net decrease to the initial cost of the contract to Barefoot Bay Recreation District.
2. All change orders increasing the initial contract cost by under 10%, provided sufficient documentation is provided.
3. Any change order over 10% costs upon the verbal approval of the Chairman of the Board or next ranking Board member) if the delay in taking the proposed change order to the next available Board meeting would substantially delay the project. The Community Manager shall place the change order on the next available Board meeting agenda for confirmation by the Board in a public meeting.<sup>34</sup>
4. All change orders or amendments involving procedural or other matters that will not result in any change to the contract's cost.

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

#### **Purchase of Computer, Related Equipment and Supplies**

Purchase of any IT related product or service will be coordinated through the IT services contract manager for vendor analysis and approval.<sup>35</sup>

#### **Receiving and Approving Goods and Services**

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

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

#### **Services Performed on BBRD Property**

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

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

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

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

Comprehensive or Commercial General Liability Insurance (Including, but not limited to, the following Supplementary Coverages: (i) Contractual Liability to cover liability assumed under this Agreement; (ii) Product and Completed Operations Liability Insurance; (iii) Broad Form

Property Damage Liability Insurance; and, (iv) Explosion, Collapse, and Underground Hazards (Deletion of the X,C,U Exclusions), if such exposure exists):

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

Automobile Liability Insurance:

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

If a Combined Single Limit is provided, the total coverage shall not be less than \$2,000,000 per occurrence;

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

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

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

#### **Hiring or Use of Employment Service Workers-Temporary Employees**

The contract for services or use of an Employment Agency for temporary employees, that can be funded through an existing departmental available budget, shall have the approval of the Community Manager. Any contract requiring a budget amendment to recognize additional monies for said use will be brought to the Board of Trustees for approval.<sup>36</sup>

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

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

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

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

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

#### **Unacceptable Purchasing Practices**

The following practices are prohibited:

1. Purchase of a product or service prior to obtaining an approved purchase order.

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

## **2.14 FORMAL SEALED BIDS (FOR PURCHASES OF \$50,000 OR MORE)<sup>37</sup>**

### **Competitive Procurements Process For Formal Bids**

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

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

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

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

### **Specific Procedures for Formal Sealed Bids/Quotes**

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

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

### **Award of Bids**

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

1. The ability, capacity, equipment, and skill of the quoter/bidder to perform the contract
2. Whether the quoter/bidder can perform the contract within the time specified, without delay or interference
3. The character, integrity, reputation, judgment, experience and efficiency of the quoter/bidder
4. The quality of performance on previous contracts
5. The previous and existing compliance by the quoter/bidder with laws and ordinances relating to the contract



6. The sufficiency of the financial resources to perform the contract to provide the service
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required
8. The ability of the quoter/bidder to provide future maintenance and service
9. The number and scope of conditions attached to the quote/bid

**Waiver of Irregularities**

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

**Evaluation Committee**

An evaluation Committee, identified by the Community Manager prior to issuance of the RFP or RFQ, shall review all responses to the RFP or RFQ. The Board shall be advised of the membership of the committee at the time of the issuance of the RFP or RFQ.<sup>38</sup>

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.<sup>39</sup>

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

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

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

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

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

$$C \quad \$28,000 \quad (71\%) \quad \times \quad 45\% \quad = \quad 31$$

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

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

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

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

If fewer than three sealed and qualified proposals are received by the Evaluation Committee, by a majority vote the Evaluation Committee may request the Community Manager to seek non-sealed bids for comparative analysis or forward their recommendation for award of contract or (in the case of a RFQ) their recommended ranking order for staff to negotiate a contract to the Board of Trustees for their consideration.<sup>40</sup>

### **Vendor Complaints & Disputes (Protests)**

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

#### **1. Posting of Bid/RFP Award Notices**

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

#### **2. Posting of Formal Sealed Proposals**

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

#### **3. Proceedings for Protest of Award**

Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Community Manager within five (5) business days of the posted award recommendation. The formal written protest shall reference the bid/quote/proposal number and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought. The Community Manager shall schedule the protest to be heard before the Board of Trustees prior to the Board's consideration of the intended award. The intended award vendor shall be given notice and an opportunity to be heard during the protest hearing. The Board of

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

**4. *Stay of Procurement During Protests***

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

## **PART THREE. GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

### **3.0 GENERAL**

#### **Definitions:**

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

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

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

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

“BFBHOA” shall mean the Barefoot Bay Home Owners’ Association.

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

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

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

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

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

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

“Grandchild pass” shall mean a pass purchased by a social member to be used for their grandchildren (under 18 years of age) while they are visiting their grandparent.<sup>41</sup>

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

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

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

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

"Members" shall refer to those who are granted membership Under Section 3.1 and in good standing.<sup>42</sup>

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

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

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

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

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

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

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

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

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

"Temporary Lounge/Business Pass" shall mean a pass obtained by a vendor or realtor that has a stated business purpose at the lounge.<sup>43</sup> Temporary Lounge/Business Passes will not be issued up to two hours before or during any music event.<sup>44 45</sup>

<sup>46</sup>

### **Objective**

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

## Management

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

## General Rules

1. The District's facilities are available to members and open to the public and guests paying the appropriate fees and meeting membership requirements.
2. Guests may use District upon payment of appropriate fees.
3. Fees paid to the District are to be used at the discretion of the "Board."
4. The use of District facilities, including the golf course, may be limited or restricted by the Board or by District management as necessary to allow all eligible persons to have reasonable use of District facilities without overcrowding.
5. District management reserves the right to refuse use of the District facilities to any person or group for violations of these rules.
6. Any member delinquent in payment of fees shall be denied use of facilities.
7. District management reserves the right to ask the member to have their guest present at the time of obtaining a guest pass(es).
8. Residency in the District does not confer upon any member the unlimited right to use the District facilities.
9. Fees, assessments, and service charges shall be set by the Board.
10. Office hours of the Community Center complex or other designated facility for the payment of membership fees will be as posted.
11. Property owners shall be responsible for any debt incurred by the Property owner, their family, guests, or tenants.
12. The Property owner is responsible for the conduct and appearance of his/her guest(s) while using the District facilities.
13. Appropriate dress is required in all facilities.
14. Smoking, use of any tobacco product and/or use of e-cigarettes (i.e. nicotine vapor devices) are not permitted in any District facilities and may only be permitted in designated outdoor areas.<sup>47</sup>
15. All physical injuries sustained on Barefoot Bay Recreation District Property must be reported to BBRD Staff as soon as possible by the injured party or a representative.<sup>48</sup>
16. Golf membership shall be renewed annually.
17. The Community Manager may suspend, cancel, or revoke any resident or property's social membership, family membership, golf membership, or guest pass based on a violation of these rules. The affected resident whose membership was suspended, canceled, or revoked may appeal the suspension, cancellation or revocation by requesting a hearing before a Special Magistrate. The Board of Trustees shall appoint a Special Magistrate to hear and decide cases involving such violations. If an appeal is requested, violation cases shall be processed as follows:<sup>49</sup>
  - A. District Management shall provide the owner, resident, and/or guest with written notification of the alleged rules violation and penalty. The alleged violator would accept the penalty or request a hearing before the Special Magistrate. If a hearing is requested, a written notice of hearing shall be provided at least ten (10) days in advance of any hearing. After a hearing is requested suspension, cancellation or revocation may be stayed by the Community Manager until the Special Magistrate hearing.<sup>50</sup>
  - B. BBRD staff shall present evidence of the alleged rules violation to the Special Magistrate at a quasi-judicial hearing held to determine whether such violation occurred, and if so, the appropriate penalty to be imposed. The hearing shall not be governed by the formal rules of evidence; however, due process shall be provided to the owner, resident, and/or guest. The

owner, resident, and/or guest shall have the right to cross examine witnesses and to present relevant evidence which is responsive to the alleged rule violations.

- C. The Special Magistrate shall determine whether BBRD staff has established, by a preponderance of the evidence that a rules violation has occurred. If a rules violation is found to have occurred, the Special Magistrate shall impose a penalty of suspension, cancellation, or revocation of the violator's social membership, family membership, golf membership, or guest pass. The violator shall be notified in writing of the Special Magistrate's ruling within ten (10) days of the hearing. In levying any penalty imposed pursuant to this Section, the Special Magistrate is not obligated to impose the penalty imposed<sup>51</sup> by District Management.
  - D. The decision of the Special Magistrate shall constitute final quasi-judicial action of BBRD. Any aggrieved party may appeal the ruling of the Special Magistrate to a court of competent jurisdiction in Brevard County, Florida.
  - E. If a hearing is requested and the violator is found to have committed the violation as alleged, the violator shall be responsible for the Districts cost in bringing the matter to hearing. <sup>52</sup>
18. Pets are not allowed in District Recreational facilities, except for service animals.
19. Special rules applicable to individual buildings will be conspicuously posted and observed by members and guests.
20. Beverage laws and license regulations forbid outside alcoholic beverages of any type from being brought into District facilities or consumed therein. Therefore, alcoholic beverages of any type consumed on the premises must be obtained from District facilities.
21. The following behaviors may result in the suspension, cancellation or revocation of a person's social membership, family membership, golf membership and/or guest pass:
- A. Violation of District Policies or Rules applicable to District Facilities.
  - B. Violation of any local, state, or federal law while using District Facilities.
  - C. Fighting and verbal assault.
  - D. Discourteous, threatening, or rude behavior to BBRD employees, residents or patrons of District Facilities.
  - E. Loud and raucous behavior which decreases the enjoyment of other patrons of District Facilities.
  - F. Unintentional or deliberate misuse of the BBRD Facility or property which results in, or has the potential to result in, damage to the Facility or property, or in any way compromises the safety of any Barefoot Bay Recreation District Facility patron or BBRD staff member.
  - G. Misrepresentation of facts which may result in the District's Policies or fee structure improperly administered or collected. <sup>53</sup>
22. A guest fee shall be charged in accordance with the fee schedule to any non-resident for use of District facilities. This fee shall not be charged to any non-resident using District facilities under the following circumstances:<sup>54</sup>
- A. When the facility is rented by a non-resident who has paid the appropriate fee.
  - B. Any exemptions to this rule shall only be authorized by the Board of Trustees no less than 30 days before the event.
  - C. This section does not apply to Food & Beverage events, except for Music Bingo.<sup>55</sup>
  - D. Vendors hired by clubs/organization are exempt from guest pass fee.
23. Children under age 12, must be accompanied by an adult when using District facilities. Groups of children who are using the facilities with guest passes must have one responsible adult for every five children.<sup>56</sup>
24. Commercial solicitation is prohibited while on District properties. The gathering of signatures for petitioning of elected officials is prohibited within buildings or upon District facilities. Bonafide nonprofit or 501(c) fundraising efforts shall be permitted.

25. Any organization or individual desiring to plant trees, shrubbery, flowers, or other vegetation on District property must have prior approval of District management. A landscaping and maintenance plan shall be submitted for review and approval prior to any planting activity. Any vegetation planted on District property shall become the property of the District. No removal of vegetation is permitted without District approval.
26. Decorations<sup>57</sup>
  - A. No items or decorations of any type, which may be viewed as offensive to any patrons, may be affixed, installed or added to any facility by individuals, residents, clubs, or organizations.
  - B. No items or decorations may be applied or attached to any public area facility without the expressed permission of management. This permission must be in writing and cover the type, style, material, custodial and maintenance requirements as well as the contact person in charge of the decorations.
  - C. The use of candles, confetti, birdseed, rice or other non-environmentally friendly products will not be used except as authorized by the Community Manager. Requests for said exceptions shall be made in writing, reviewed by the Property Services Manager and approved or denied by the Community Manager no less than 3 business days before an event.<sup>58</sup>
  - D. All items must be promptly removed from the area at the end of the event (party, meeting, show or other)
  - E. Failure to adhere to this policy could result in revocation of use of the facilities for the persons involved.
27. If any property has been determined to be in violation of the Amended and Restated Deed of Restrictions for Barefoot Bay by the BBRD Violations Committee, then all social, family, and golf memberships affiliated with property determined to be in violation shall be automatically suspended upon rendition of a Findings of Fact, Conclusions of Law, and Order by the BBRD Violation Committee. No party, whether they be owner, renter, or guest affiliated with the property in violation may use any District Facility until an Order of Compliance is issued by the Violation Committee. This provision shall operate to suspend all referenced memberships regardless of whether the owner owns multiple properties or other properties not determined to be in violation. Should an owner appeal a finding of the Violation Committee to the BBRD Board of Trustees (or circuit court), the automatic suspension of privileges shall be tolled during the pendency of such appeal.<sup>59</sup>
28. Where any vehicle located on any residential lot has been posted with three (3) administrative notices of violation of Article III, Section 3 (D) of the Amended and Restated Deed of Restrictions for Barefoot Bay related to prohibited parking on the lawn, grass, or landscaped area of said lot, within any thirty (30) day period, all social, family, and golf memberships affiliated with the lot shall be automatically suspended for thirty (30) days. For any subsequent posted violation of Article III, Section 3 (D) of the Amended and Restated Deed of Restrictions for Barefoot Bay occurring of the same lot, subsequent to the issuance of the initial thirty (30) day suspension, and within one (1) year from the date of the initial posted notice, all social, family, and golf memberships affiliated with the lot shall be automatically suspended for six (6) months. For any subsequent posted violations of Article III, Section 3 (D) of the Amended and Restated Deed of Restrictions for Barefoot Bay occurring on the same lot at any time subsequent to the issuance of any six (6) month suspension, all social, family, and golf memberships affiliated with the lot shall be automatically suspended for one (1) year for each subsequent posted violation. An owner may appeal any notice of suspension issued pursuant to the provisions of Paragraph 17 herein.<sup>60</sup>
29. Non-employees (including but not limited to trustees, advisory committee members, residents and/or guests) shall not enter an employee work area (i.e. behind a bar, kitchen, work shop,

private office, etc.) without being accompanied by the Community Manager, Department Manager or designee.<sup>61</sup>

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

### **Identification Badges and Attire<sup>63</sup>**

1. Identification badges are issued to identify members, their dependents, guests and renters. The issuance of badges will be controlled by District management. Badges are required for all.
2. Unless waived by District Policy or Management, members and guests are required to have in their possession and wear when requested by a District employee, an appropriate District identification badge when using District facilities. The identification badge must be produced upon request by Barefoot Bay staff. If not presented, resident/member/guest must leave the facilities.<sup>64</sup>
  - A. If a resident with an expired social membership badge (not to exceed 6 months expired badge) wishes to enter a facility when business offices are closed, the resident may purchase a daily guest pass to enter the facility when business offices are closed. Said residents must update their badges the next business day at which point they may apply for reimbursement of the guest pass paid.<sup>65</sup>
  - B. Pictures of badges on cell/mobile phones will be accepted under the following conditions:<sup>66</sup>
    - i. Screen must be large enough for all detail of the badge to be seen at one time.
    - ii. Image must be a color picture of the full badge with resident’s face visible.
      - a) Black and white images will not be accepted.
      - b) Daily guest passes, weekly guest passes and short-term renter badges will not be accepted on a cell phone.
    - iii. The image must contain all of the information on one side of the badge. If the resident has a badge with the account number on the back side, they must either bring their physical badge, or get their badge updated in the Resident Relations Office so that all the information is visible on one side of the badge.
    - iv. The image of the badge must be clear. BBRD staff, including but not limited to pool hosts, must be able to read the account number, see the resident’s picture, and (if the resident is purchasing a guest pass) the resident’s name.
3. Shoes and shirts shall be required when using District facilities, except for the swimming pool areas.
4. Vulgar and/or offensive language and/or images on clothing (as deemed by staff) is prohibited within District facilities.<sup>67</sup>
5. Unidentified persons using District facilities should be reported to the District Management.
6. Property owner(s), guest(s) or rental tenant(s) shall not make, or have made duplicate keys to gain access to fishing pier, beach property or RV storage compounds, or allow unauthorized persons access to such keys. Keys shall be returned to the Community Center office when no longer needed. Violators will be subject to prosecution for trespassing and/or revocation of social membership privileges.
7. Any violators may be subject to prosecution for trespassing and/or revocation of membership privileges.



## 3.1 MEMBERSHIP

### Types of Membership

#### *Social memberships:*

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

#### *Family Social Membership:*

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

#### *Golf Membership:*<sup>68</sup>

1. Golf membership entitles the member to the use of the golf course and attendant facilities in consideration of annual membership dues as provided in these rules. Application for membership by eligible persons is made to the Golf Operations Manager.
2. Golf membership is available to:<sup>69</sup>
  - A. Family membership shall be limited to two individuals, regardless of family size.
  - B. Unmarried children over 18 years of age and other adults residing in a property owner(s) home must obtain a membership in their own name.
  - C. Renters/Tenants with a lease agreement and residing in the subdivision may be granted a golf membership upon application to the Golf Operations Manager.
  - D. Associate Golf Membership is:
    - i. Open to persons outside of Barefoot Bay.
    - ii. Annual Single & Family Golf Memberships available.
    - iii. Associate Golf Memberships entitles the member the use of the golf course and 19<sup>th</sup> Hole.
    - iv. Annual Associate Golf Membership dues include a one-time Initiation Fee and appropriate User Fees.
    - v. Application for membership by eligible persons is made to the Golf Operations Manager.

**Priorities with respect to golf membership.**

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

**Changes of Golfing Membership**

A member may terminate his or her golf membership, or Trail fees only for medical reasons, or death. Documentation from his or her doctor either limiting or prohibiting the member's ability to play shall be required. This request must be in writing to the Golf Operations Manager, and must be approved by the Community Manager prior to any return of any funds for unused fees. Both membership and trail fees will be returned on a pro-rata basis for the first six (6) months of the fiscal year. After March 31 of any fiscal year, there will be no return of any unused portion of fees.<sup>70</sup> Medical related membership refunds cannot be used in two consecutive years. A member status may be changed for medical need once during membership period. A member may not change the status of membership back and for (i.e. Family to Single back to Family) within one membership period.<sup>71</sup>

**Applications for Social and Family Social Membership:**

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

**Fees and Dues**

**1. Social and Family Social Membership**

- A. A membership fee shall be paid for Social and Family Social membership.
- B. A property owner shall pay the fee only once for each home site of which they are owner of record. This fee is non-transferable between parties.
- C. Non-property owner, such as tenants or guests shall pay the fee upon becoming a member.
- D. The tenants or guests who concurrently pays the fee and enters into a home purchase contract may have his/hers unused monthly or initial annual<sup>72</sup> rental social membership amount applied toward the property owner membership fee due at the time of closing provided that closing occurs within 12 months of initial membership.

**2. Golf Membership**

- A. Fees for the golf membership are as specified in these rules and subject to change by the Board of Trustees.
- B. Golf membership fees are for one fiscal year (October 1 thru September 30).; Said fees shall be paid per rules established by the Golf Operations Manager and approved by the Community Manager. Processing fees may be assessed for installment payments.

- C. A member accepting a golf membership after October 1 shall pay a pro-rated share of the annual fee. Dues shall be on an annual basis only.
- D. Membership fees are categorized as “family” or “single” as follows:
  - i. Family - joint property owners owning a home as defined in definitions.
  - ii. Single - one property owner with non-playing spouse, unmarried children over 18 years, or other adults in residence.
  - iii. Family and single memberships are also available to eligible renter/tenants.
  - iv. Annual Associate Family and Single Memberships are available.

All other Associate Golf Membership policies apply.

### **Property Damage**

#### **1. *Personal Property***

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

#### **2. *District Property***

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

## **3.2 RULES FOR SPECIFIC DISTRICT FACILITIES**

### **General**

- 1. The rules in this section pertain to the buildings, Recreation facilities and common grounds available for use by members and registered Clubs or Social Clubs. More specific rules for each separate facility are posted in the building or areas designated and must be observed.
- 2. Only registered Clubs or Social Clubs and members may use District facilities in accordance with the rules herein. Use of facilities will be governed by BBRD management.<sup>73</sup> Use of District facilities by non-members shall be required to pay appropriate rental fees according to adopted fee schedules.
- 3. Keys or combinations to locks shall be provided to all sheds, rooms, cabinets, offices and storage facilities used by clubs or groups and which are owned or placed on BBRD property. These shall be clearly marked and provided to the BBRD District Clerk.<sup>74</sup>
- 4. Any club, organization or individual desiring to construct or install any building, sun cover, bench or other type of structure on District property must have prior approval of District management. A complete plan including materials and design, along with maintenance, repair and insurance requirements must be included. All local, county, state and federal regulations pertaining to excavation and building must be met prior to construction or installation of any structure. Any structure constructed, placed or installed on District property becomes the property of the District. No removal of any such structure is permitted without District approval.<sup>75</sup>

### **Use of Buildings or Amenities**

- 1. Normal hours for use of buildings and all amenities are posted. When the amenities are closed no one shall use them. Exceptions may be granted by pre-arrangement with the Community Manager and/or his designees.<sup>76</sup>
- 2. Persons or official BBRD organizations desiring to use Barefoot Bay facilities shall make such reservations in advance with the appropriate District office in charge of calendar coordination in

writing. Persons or organizations may reserve Building A, Building D&E or other facilities for exclusive or non-exclusive use. Denial of requests for exclusive use of amenities shall be provided to the requestor within 3 business days in writing, citing reasons for denial. Persons or official BBRD organizations may appeal staff's denial of a request for exclusive use of an amenity to the Board of Trustees at the next regularly scheduled meeting. These facilities are for the principal use of residents, who have priority over any outside-sponsored activities.<sup>77</sup>

3. Changes to reservations shall be made in writing to appropriate District office in charge of calendar coordination.<sup>78</sup> When two parties or organizations are involved in a change, both parties to the change will sign the written request. Calendar dates unconditionally released will be reassigned on a first request basis. Calendar schedules of events will be published monthly and posted on the official website.
4. Individuals or organizations authorized for exclusive use of any facility <sup>79</sup>are responsible for the premises during their occupancy. Such sponsors will prevent damage or destruction and provide cleanup, including the kitchen and serving area, following the event.
5. Abuse of the facilities shall be reported to the District Management offices.
6. Persons or organizations responsible for damage or destruction to the building, furnishings or equipment shall be held pecuniary liable. Payment will be required for cleanup necessitated by the failure to leave the building, furnishings, or equipment in the same condition as when they were delivered for use of said person(s) or organization.
7. Use of portable items of equipment shall be arranged for in advance by contact with the District Management offices.
8. Desired setup plans shall be submitted to the District Management office at least two (2) weeks in advance of the scheduled usage date.
9. All setups must meet fire code requirements. No alterations to the setup are allowed by any person, club or organization.

#### **Game/Meeting Rooms**

1. Use of the facilities shall be scheduled in advance by arrangements with the District Management offices.
2. Rules for use of the pool tables are posted in the entryway. These rules shall be observed by persons using tables.
3. The pool room may be entered on request made to District management officials, or pool host on duty. No person under the age 18 shall be allowed in pool room unless supervised by parent, grandparent, legal guardian or responsible property owner.
4. Vandalism to the premises or inappropriate conduct by individuals should be immediately reported to the District Management offices or pool host.
5. Normal hours for use are maintained by the Calendar Coordinator in Resident Relations.<sup>80</sup> Exceptions may be granted by pre-arrangement with District Management offices.

### Swimming Pools

1. The District's "Rules for Swimming Pool Use", as posted at each pool, must be adhered to by members and guests in the pools, pool-side areas, and dressing/rest room facilities. The posted pool rule signs will be updated to reflect the amended policies as soon as possible.
2. Only approved items are allowed in the pools. A current management approved list of items allowed in the pool is available at each pool.<sup>81</sup>
3. Residents, guests and visitors must follow instructions of the Pool Host. Failure to do so may result in a suspension of their social membership privileges.<sup>82</sup>
4. District management reserves the right to refuse use of the swimming pool to any person or group for a violation of any of these rules.
5. Proper ID, as required by the District, must be presented in order to gain access to the pool areas.
6. The Pool Host has the authority to check bags or coolers for prohibited items before access is granted into the pool area.<sup>83</sup>
7. There is no life guard on duty at any of the District's pools; swim at your own risk.
8. Normal hours for use are as posted.
9. Children under 12 years of age must be accompanied by a parent, guardian or family member over 18 years old<sup>84</sup>while in the swimming pool area.
10. Children under 6 years of age are not permitted in the pool without immediate and constant supervision of parent, guardian or family member over 18 years old.
11. Guests that have physical issues that decrease their personal safety (i.e. elderly, physically or mentally disabled, etc.) in the pool, are not permitted in the pool without immediate and constant supervision of a guardian or care taker.<sup>85</sup>
12. It is a violation of Florida law to bring into pool areas or otherwise use glass bottles, containers, or other glass products.
13. The State of Florida law prohibits bringing in and consuming alcoholic beverages on premises unless purchased from the District.<sup>86</sup>
14. Containers carrying alcohol<sup>87</sup>may not be brought into the pool area.<sup>88</sup>
15. No food or drink is permitted in or near the swimming pool or within 4 feet of the swimming pool.
16. Members and guests are required to use the rest rooms located in the dressing room in pool area.
17. Lifesaving equipment shall be used only for the purpose intended.
18. Infants, and those individuals with incontinence issues, shall wear 'swim diapers' or other appropriate apparel which prevents the release of bodily waste while using swimming pools.<sup>89</sup>
19. No swimmer with open sores that are likely to degrade water quality, infection, or contagious disease may use District swimming pools.<sup>90</sup>
20. Members and guests are required to shower before entering the swimming pool. Showers are for pool users only.
21. Diving, running, jumping, rough play, or profanity are not allowed in or around the pool.
22. No animals are allowed in the pool area, with the exception of service animals.
23. Appropriate cover-up and shoes must be worn when entering any of the facilities.
24. Members and guests should exercise respectful and proper conduct around the pools and report all improper behavior to the District Management offices or pool host.
25. Swimsuits or authorized swim wear are the only authorized apparel for use in the pools. Colorfast shirts are permitted if in good condition. Anyone entering a pool with clothing that bleeds and requires the pool to be closed will be billed the cost to treat the pool.<sup>91</sup>
26. In the event of lightning or other threatening weather, residents must leave the pool area (Pool 2 & 3 – gated area; Pool 1 – lower deck) when instructed by the Pool Host and remain out of pool area until instructed by the Pool Host that it is safe to re-enter the pool area. .<sup>9293</sup>

### **Shuffle Board-Bocce- Lawn bowling – Horseshoes and Basketball**

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

### **Lounge**

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

### **Tennis/Pickle Ball Courts<sup>9495</sup>**

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

### **Softball Field Rules and Regulations**

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

### **Golf**

1. The Golf Operation Manager or his/her designee is in charge of the golf course, Pro Shop and the facilities at the course. Failure to adhere to course rules or direction of staff may result in a suspension of the player's social membership or revocation of playing privileges.<sup>96</sup>
2. All players shall register in the Pro shop before play.
3. Play may be limited by Golf Operation Manager or his/her designee for specific reasons, i.e. tournaments, maintenance, weather, etc.
4. Property owners, members having golf membership and their guests shall have priority for available tee time.
5. Green fees are on a daily basis. Rain check policies are posted in the Pro shop.
6. Each player must have a set of clubs and putter including a golf bag.
7. All play must begin at either the 1st. or 10th tee as scheduled by the Pro Shop.
8. Power golf carts are not to be used for more than two (2) riders and two (2) golf bags.
9. Children under 16 years of age are not permitted to operate power golf carts.
10. Players must be properly attired. Shirts and shoes are mandatory.
11. Wading in lakes is prohibited.

12. Players shall play in foursomes, particularly on Saturday, Sunday and holidays. "Five some" must have permission from Golf Operations manager or his/her designated employee in his/her absence.
13. Power golf carts shall not be driven on high slopes of greens, sand traps or tees.
14. ADA validated individuals may park in designated areas (identified by blue stakes). These areas may be moved or closed due to inclement weather or any unsafe condition as defined by the Golf Operations Manager or his/her designee and/or the Golf Course Superintendent.<sup>97</sup>
15. Faster players must be permitted to "play through."
16. Hawking for golf balls in lakes and canals is strictly forbidden.
17. All play will be on a reserved tee time basis.
18. No fishing permitted in lakes on the golf course.
19. The club will not allow private golf carts or replacements when the total number of private carts equals 170. The Board shall be responsible for establishing user fees for private carts and such fees are subject to change at any time at the discretion of the Board.
20. The Board reserves the right to terminate the use of private golf carts at any time.

### **Beach**<sup>98</sup>

1. The park and beach are for the use of residents and their guests. Guests must have an appropriate guest pass, secured in advance and displayed on their vehicle.
2. The gate should be locked except when entering and exiting the park.
3. While the park is open 24 hours per day, quiet is maintained from 10:00 PM to 6:00 AM.
4. Fires are permitted in the grills only.
5. Brevard County Ordinance does not permit dogs on the beach.
6. Any pets on any Barefoot Bay property must be on leashes and owners must clean up after pets.
7. Campers assume all risks for camping at the park.
8. The following rules apply to overnight camping:
  - A. Maximum camping stays are three days.
  - B. Camp sites will be assigned at Resident Relations
  - C. A permit must be obtained at Resident Relations office which must be displayed on vehicles.<sup>99</sup>
  - D. Guests must be accompanied by the resident who obtains the guest pass.
  - E. Persons under the age of 18 must be accompanied by an adult when camping.
  - F. RV and motorhome camping is strictly prohibited.
9. Fireworks, loud noise, and outside music are not permitted.
10. A key is required to gain access to these facilities and is available from Resident Relations.
11. Members and guests using these facilities are required to observe posted rules.
12. The cutting of bait shall be at authorized stations only. The cleaning of fish is prohibited in District facilities.

### **Fishing Pier**

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

### **Canoe/Kayak Storage at Fishing Pier**

1. Canoe and Kayak owners utilizing the Canoe/Kayak storage must enter into a storage lease agreement.

2. Lessee's shall be solely responsible for all loss or damage to Lessee's stored property.
3. Due to limited availability, Barefoot Bay Property Owners with authorized social membership privileges may rent one canoe/kayak storage unit.
4. Assignment or subletting of spaces is prohibited.
5. Only one (1) unit per space will be allowed.
6. Nonpayment of lease payments will result in abandonment of space, and removal of stored items.
7. All lease payments are due on the first day of the current quarter and may be made up to twelve (12) months in advance.
8. All canoes and kayaks must display a Barefoot Bay provided identification sticker.

### **RV Lots**

1. Use of the RV Storage Lots is primarily for Barefoot Bay Residents. Non-residents may lease the facility during the months of May through September. RV owners utilizing the RV Storage lots must enter into a storage lease agreement.<sup>100</sup>
2. Storage lease agreements shall be on a month-to-month basis.
3. No stand-alone structures or loose articles will be allowed in any space.
4. Owners shall be solely responsible for all loss or damage to owners stored property.
5. Owner shall keep all stored property properly licensed, registered, road-worthy, and/or operational for the property's intended use at all times.
6. Assignment or subletting of spaces is prohibited.
7. Owners must assure that all vehicles are chocked.
8. Only one (1) unit or trailer per space will be allowed.
9. No gate access card<sup>101</sup> shall be passed on to anyone else.
10. All gate access cards must be returned upon relinquishment of leased space.
11. Upon termination of the Lease, owner shall surrender the leased space to the District in the same condition as it was originally leased to the owner.
12. All lease payments are due on the first day of the current month and may be made up to twelve (12) months in advance. Payment of lease payments in advance shall not prevent Lessor from terminating the lease as provided herein. In the event of such default or upon termination by Lessor, Lessee shall only be entitled to the return of any advance payments made by Lessee, prorated accordingly.
13. Nonpayment of lease payments will result in disabling of access cards. A reactivation fee shall be charged as per the BBRD fee schedule.<sup>102</sup>
14. Owner must give written notice of intent to terminate no later than 5 business <sup>103</sup>days prior to the end of any month; otherwise owner shall be responsible for payment of full rent for the following month.<sup>104</sup>
15. Failure to comply with the above rules and regulations will result in termination of this Lease Agreement. Any non-compliant Lessee will be held responsible for costs incurred for removal of stored property from storage facility. Costs of removal will be determined by staff. The monthly fee will continue to accrue until the issue of non-compliance is settled.
16. A replacement fee will be charged if the access card is not returned upon termination of lease or if the card is lost.<sup>105</sup>

### **Temporary Parking<sup>106</sup>**

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



### 3.3 FEE SCHEDULE

#### Residents <sup>107</sup>

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

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

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

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

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

Additional resident/property owner (over 2) must pay the resident fee.<sup>108</sup> \$125.00 + tax

Note: In the event more than 2 people are listed on a deed, additional (over 2) property owners must pay resident fee - \$125.00 + tax.<sup>109</sup>

#### Administrative Fee

Any changes to 2<sup>nd</sup> on membership will require a change fee.<sup>110</sup> \$25.00 + tax

Dependents \$25.00 + tax

All dependents are required to register to use District facilities.

#### Fees Applicable to Renters/Tenants

Seasonal Renter \$25.00 per person per month & tax

Long term renter\*\*  
Per Adult <sup>111</sup> \$100.00 + tax

Per Dependent<sup>112</sup> \$25.00 + tax

Annual Renewal  
Per Adult<sup>113</sup> \$50.00 + tax  
Per Dependent \$10.00 + tax<sup>114</sup>

A dated copy of the current lease agreement showing address of home and duration of the lease shall be provided on an annual basis or on renewal of rental badges. <sup>115</sup> Renters/tenants with a lease for less than 30 days shall not be issued a renter's badge and must obtain a guest pass. <sup>116</sup>

**Badges**

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

All replacement picture badges                      \$10.00<sup>117</sup>

2. Residents and guests must display their badges and/or guest passes upon request<sup>118</sup> at any District meeting or workshop in the Lounge, 19<sup>th</sup> Hole or Pool #1 Pavillion.

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

1. Valid badge holders (not expired) must be present when purchasing guest pass(es) otherwise the following costs will be doubled.<sup>119</sup>

2. One Day Guest Pass

- A. Regular (purchased at Resident Relations or any of the pools)                      \$3.00 per person<sup>120</sup>
- B. Street dance or other special events (purchased at Pool#1)                      \$5.00 per person

3. Two to Seven Day (week) Guest Pass<sup>121</sup>

- A. Purchased at Pools    \$7.00 per person
- B. Purchased at Resident Relations Office    \$5.00 per person

The cost of a one-day guest pass (except when purchased at a special event at Pool #1) will be credited from the cost of a week guest pass when purchased on the first business day following the weekend purchase at a pool.<sup>122</sup>

3. Grandchild Pass (with picture)

- A. Quarterly                                      \$10.00 per child
- B. Annually                                      \$25.00 per child

4. Non-Residents (Visitor) Pass                      \$15.00 per person per day

5. Temporary Lounge/Business Pass <sup>123</sup>                      \$0.00 (No Charge)<sup>124</sup>

**Property Owners, Residents, Renter**

1. R.V. storage area    Per current lease agreement <sup>125</sup>
2. Reactivation of Access Cards    \$10.00
3. Initial keys for beach and pier    \$5.00<sup>126</sup>
4. Replacement keys, beach and pier <sup>127</sup>    \$10.00<sup>128</sup> per key<sup>129</sup>
5. RV Storage late fee <sup>130</sup>    Per current lease agreement.
6. Resident for Profit Use of Building    Non-Resident fees apply

**Non-Resident**

1. Rental of Buildings:<sup>131</sup>
  - Building "A" \$100.00 per hour (2-hour min.)
  - \$100.00 fee for use of kitchen (non-refundable)
  - Plus \$100.00 refundable deposit
  
  - Building "D or E" \$80.00 per hour (2-hour min.)

\$50.00 for use of kitchen (non-refundable)  
Plus \$80.00 refundable deposits

**Note:** Fees are double if both sides are used.

Building "C" \$50.00 per hour (2-hour minimum)  
Pool #1 Pavilion \$100 per hour (2-hour minimum)

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

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

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

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

Automobiles overnight in Building "A" lot:

Residents

Up to 3 nights per month free (more nights must be approved by the Community Manager or his/her designee)

4 - 7 nights \$10.00

8 or more nights \$25.00/week<sup>132</sup>

Guests

1-2 nights      \$ 5.00

3-7 nights      \$10.00

8 or more nights      \$25.00/week

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

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

#### Registration of Clubs/Organizations/Private Parties

- 1. Any request to form a registered Club or Organization that intends to use District facilities must be approved by the Community Manager.<sup>133</sup>
- 2. An Application form and Building Registration form must be filed as part of the application which shall include the following information:
  - A. Name of Club or Organization

- B. Names, addresses, phone numbers of at least four responsible year round District residents or elected officers or alternates. All officers of the club or organization must be District residents.
  - C. Times, dates, and their choice of established layouts of tables and chairs needed for the club/organization.
    - Any club or organization having fewer than 3 meetings and/or events per year shall be de-certified.<sup>134</sup>
  - D. Definition and purpose of the club or organization.
  - E. Other pertinent information as may be required.
3. Changes to Club Officers or designated responsible parties must be reported to BBRD management staff when changes occur to keep registration forms current.
  4. Clubs or Organizations must renew their applications for use of District facilities on an annual basis. This must be done no later than the December 31st of each year. Names and address of officers (who must be District residents) shall be provided. Failure to maintain residents as officers will result in the club or organization being de-certified as a registered club or organization. This is necessary to reaffirm scheduling for each season/year. Applicants also need to report if they desire to have their names published in the HOA annual phone directory.
  5. The designated parties will be the only recognized officials to make new arrangements and changes to the schedule or set up plans.
  6. The time that has been scheduled for club meetings must be followed. Members are not allowed to come in early. Other functions or cleaning may be in progress prior to the clubs scheduled time.

#### **Use of District Facilities**

1. Any Club or Organization that uses District facilities must be comprised of a majority of Barefoot Bay residents unless permitted by policies adopted by the Board of Trustees. Only registered Clubs or Organizations may use District facilities on a non-fee basis.<sup>135</sup>
2. Residents of the Barefoot Bay Recreation District may utilize District facilities but registered Clubs or Organizations shall have priority in scheduling.
3. Social events held by residents requesting use of District facilities shall be classified as "District Resident-Private Parties." Rental fees shall not apply; however, non-residents who attend these functions must register as guests and pay fees in accordance with the District's fee schedule.
4. Residents using District facilities for a "for profit" event are required to pay fees in accordance with the District's fee schedule.
5. Non-registered clubs and organizations or non-residents may use District facilities upon payment of appropriate fees in accordance with the District's fee schedule. Priority shall be in terms of scheduling:
  - A. BBRD official meetings, workshops and/or events
  - B. BFBHOA
  - C. District Resident-Private Parties
  - D. Registered Clubs, Organizations
  - E. Non-residents.

#### **Non-Discrimination Policy**

The Barefoot Bay Recreation District does not discriminate against anyone in a protected class including, but not limited to race, creed, color, national origin, religion, gender, or sexual orientation. When in use of Barefoot Bay Recreation District facilities, anyone in a protected class including employees, residents and guests will not be discriminated against regardless of race, creed, color, national origin, religion, gender or sexual orientation.<sup>136</sup>

### Use of Alcoholic Beverages

1. Bringing alcoholic beverages to District facilities is prohibited. Where permitted, all alcoholic beverage purchases must be provided by the Barefoot Bay Recreation District.
2. In accordance with Florida Law, Home owners, residents, or guests may NOT place alcoholic beverages that are not purchased through the golf course or 19<sup>th</sup>-hole on their property adjacent to the golf course for any amenity user to consume.<sup>137</sup>
3. For all functions desiring the use of bar service for the purpose of purchasing alcoholic beverages, the minimum service charge shall be \$100.00.<sup>138</sup> For non-club functions, this fee is payable in advance at the Resident Relations Office.<sup>139</sup> If the Bar takes in less than \$100.00, the function host will reimburse the bar total.<sup>140</sup> Clubs who register a bar must also meet the \$100.00 minimum, but are not required to pay in advance.<sup>141</sup> Clubs who do not meet the \$100.00 minimum must make up the difference.<sup>142</sup>
4. Clubs or organizations must fill out a Bar Form (if a bar is desired) to request a Bar for the function. A good estimate on the number of people that will attend is required. This helps the bartender to stock the bar properly.
5. A request for bar service must be made at least two weeks in advance. If not submitted two weeks prior to the event,<sup>143</sup> BBRD cannot guarantee that personnel will be available to cover the bar.

### Scheduling and Set-Up

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

and exits. Failure to follow the set plan will result in loss of usage of the facility for that event. It is the responsibility of the Barefoot Bay Recreation District to strictly adhere to all Fire and Safety regulations for events in and around the Recreation District facilities.

12. Requests for an outdoor bar by the Pavilion (back of Building A) shall pay a \$50.00 non-refundable bar setup and tear down fee at time of finalizing the reservation with the Calendar Coordinator.<sup>144</sup>

#### **Use of District Facilities Where Fees Are Charged**

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

#### **Use of Facilities for Gambling and Games of Chance**

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

#### **Use of Kitchen Facilities/Bringing in Incidental Food**

1. Any function that requires the use of kitchen facilities including the use of grills stoves, refrigerators, sinks shall pay a usage fee and clean-up deposit as may be determined by the Board of Trustees.
2. Clean up deposits and usage fees may be waived if food and beverages brought into the District facilities are of an incidental nature. However, a clean-up fee may be charged to any entity using District facilities if areas have to be cleaned by custodial staff.
3. Refrigerators and Freezers must be reserved with the Calendar Coordinator at least two weeks prior to their use.
4. If a private caterer requires the use of the stove, refrigerator and/or freezer, the Barefoot Bay club, organization representative, or Barefoot Bay resident must reserve them with the Calendar Coordinator at least two weeks in advance. There will be no catering charge for the Barefoot Bay club, organization, or resident unless the equipment is damaged. Damage to equipment will be assessed at the repair or replacement cost of the equipment to the Barefoot Bay club, organization, or resident.<sup>145</sup>
5. Any function that leaves the facilities in an unclean manner shall be charged a \$100.00<sup>146</sup> clean-up fee. If the fee is not paid, the entity will lose their privileges until the matter is settled.
6. Due to insurance requirements, the slicer, deep fryer<sup>147</sup> and use of grill in Building A are not available for use by non-staff persons. District personnel will provide said services when requested. A fee of \$15.00 per hour will be charged for this service for the slicer or deep fryer. A \$50.00 fee for grill service for two hours, additional hours \$15.00 per hour.<sup>148</sup>
7. The gas grill is available for use at Pool 1 by residents and their guests on a first come, first served basis.<sup>149</sup>
8. Residents must wipe the grill and cooking area clean when cooking is complete.
9. Residents assume all responsibility for food safety.
10. Due to the potential risks, residents using grills are required to sign a waiver and assume all responsibility for the cooking and safety of the prepared food.
11. Residents must provide their own cooking tools.
12. All commercial entity hosted for-profit, revenue-based, food service special events, excluding outside commercial entity catering and/or simple food delivery for resident or club-hosted meetings or special events, are prohibited from being held in any District owned facilities.<sup>150</sup>
13. Any private commercial caterer and/or event planner providing food-related services for any resident or club-hosted meeting or special event, excluding simple food service delivery, shall

be required to execute an indemnification and hold harmless agreement in favor of the District related to any food-related services provided.

### **3.5 Guidelines for Gift and or Memorials for the Barefoot Bay Recreation District<sup>151</sup>**

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

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

## Part 4. Public Records Request Policy

### 4.0 PURPOSE.<sup>152</sup>

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

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

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

### 4.1 PUBLIC RECORDS REQUEST PROCEDURE.

#### A. Intake of Request.

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

#### B. Notification and Response.

1. When a response to a records request has been completed, the requesting party shall be notified of the availability of the copied records, if any, and the location where the documents will be made available. Notification shall be made by telephone and/or email, if the email address of the requesting party is known. Any email notification sent by the BBRD Clerk shall be stored in an electronic file pertaining to the public records request. If a telephone notification is the only notification provided, the BBRD Clerk shall make an email record of the date and time of the telephonic notification and store the email in an electronic file set up for the public records request.



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

### ***C. Public Record Inspections.***

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

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

For the purposes of this policy, a "voluminous" request, which requires "extensive" use of clerical or supervisory assistance/information technology resources by BBRD staff for response, is deemed to exist if BBRD staff will be required to expend more than thirty (30) minutes researching, reviewing, gathering, redacting, or copying the requested records.

1. If the nature or volume of public records requested to be inspected or copied pursuant to this policy is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by BBRD staff, BBRD may charge the actual cost incurred for duplication as provided in Paragraph 4.3 of this policy, as well as a special reasonable service charge based on the cost incurred for extensive use of information technology resources or the labor cost attributable to the clerical and supervisory assistance required to provide the response to the request.
2. In the case of requests for voluminous as described above, the BBRD Clerk should provide the requesting party with a written response providing the following information after coordinating a projected response time and cost with the applicable BBRD staff members who will assist in the preparing the response:
  - A. an estimate of the staff time required to respond to the request;
  - B. the projected cost that will be charged to comply with the request;
  - C. a request for a deposit in the amount of 50% of the projected cost, before BBRD staff will begin preparing the response;
  - D. an offer to allow the requesting party the alternative of inspecting any nonexempt or non-confidential records requested and identifying which specific records, if any, the requesting party would like to have copied.
3. A deposit in the amount of 50% of the estimated charge shall be required before undertaking a response to a request for voluminous public records. All charges shall be invoiced and collected

by the BBRD Clerk based upon the number of copies made and the amount of time spent complying with the request in excess of thirty (30) minutes.

4. Charges for extensive staff time will be assessed at the hourly rate of the lowest paid staff person who is qualified to respond to or supervise (where required) a response to the request for public records.
5. Charges for extensive use of information technology resources shall be billed at the actual cost incurred by BBRD for the extensive use of such information technology resources in filling the request for public records.
6. In the event of non-retrieval of records copied as a result of a public records request, any advance deposit may be retained and the requesting party may also be billed for any difference between the deposit and actual costs incurred by BBRD to produce the records. BBRD may require any requesting party who fails to retrieve or pay the charges associated with a request for voluminous public records, as provided herein, to pay the full costs associated with filling any subsequent public records requests in advance of providing any response to such subsequent request.

#### **4.3 COPIES AND FEES.**

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

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

Homeowners and residents may obtain one free copy of the following documents per calendar year:<sup>153</sup>

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

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

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

#### **Paper copies:**

First 10 pages per month, per citizen: No Charge

Additional:

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

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

8.5x14 or less - one-sided	\$0.15
8.5x14 or less - two-sided	\$0.20
11x17	\$0.25
<b>Certified copies:</b>	<b>\$1.00</b>

**CD/DVD/VHS/Audio Tapes:**

Duplication:

Duplication of CD's, DVD's, VHS, or audio tapes shall be the actual cost of the CD's, DVD's, VHS, or audio tape. Actual mailing costs shall be charged rather than a flat fee. Mailing costs shall include protective cases and padded mailing envelope, plus postage.

Postage:

Large orders or those to be mailed out of BBRD should be weighed and calculated individually, using [www.usps.gov](http://www.usps.gov) for postage rates.

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

**Revision Record Page (updated discontinued circa 2004)**

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

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

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

## Endnotes

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- 1 Amended 12/10/13 Resolution 2013-16
- 2 Added 2/13/2015, Resolution 2015-04
- 3 Amended 9/9/16, Resolution 2016-19
- 4 Amended 7/10/09, Resolution 2009-12
- 5 Amended 2/13/2015, Resolution 2015-04
- 6 Amended 9/9/16, Resolution 2016-19
- 7 Amended 3/28/2017 to remove reimbursement of ARCC travel expenses, Resolution 2017-5
- 8 Amended 9/9/16, Resolution 2016-19
- 9 Amended 9/9/16, Resolution 2016-19
- 10 Amended 3/28/2017, Resolution 2017-05
- 11 Section added 2/13/2015, Resolution 2015-04
- <sup>12</sup> Amended, 10/12/18, Resolution 2018-08
- 13 Amended 9/9/16, Resolution 2016-19
- 14 Amended 2/13/2015, Resolution 2015-04
- 15 Amended 2/13/2015, Resolution 2015-04
- 16 Amended 2/13/2015, Resolution 2015-04
- 17 Amended 2/13/2015, Resolution 2015-04
- 18 Amended 2/13/2015, Resolution 2015-04
- 19 Amended 2/13/2015, Resolution 2015-04
- 20 Amended 9/9/16, Resolution 2016-19
- 21 Amended 2/13/2015, Resolution 2015-04
- <sup>22</sup> Amended, 10/12/18, Resolution 2018-08
- 23 Amended 2/13/2015, Resolution 2015-04
- 24 Amended 9/9/16, Resolution 2016-19
- 25 Amended 2/13/2015, Resolution 2015-04
- 26 Amended 2/13/2015, Resolution 2015-04
- 27 Amended 2/28/12 Resolution 2012-05
- 28 Amended 9/9/16, Resolution 2016-19
- 29 Amended 2/13/2015, Resolution 2015-04
- 30 Amended 06/23/09, Resolution 2009-08
- 31 Amended 9/9/16, Resolution 2016-19
- 32 Amended 2/13/2015, Resolution 2015-04
- 33 Amended 2/13/2015, Resolution 2015-04
- <sup>34</sup> Amended, 10/12/18, Resolution 2018-08
- 35 Amended 2/13/2015, Resolution 2015-04
- 36 Amended 2/13/2015, Resolution 2015-04
- 37 Amended 2/13/2015, Resolution 2015-04 All references to purchases over \$30,000 changed to \$50,000 in this section.
- 38 Amended August 13 2010, Resolution 2010-14
- 39 Amended 12/10/13 Resolution 2013-16
- 40 Added 2/13/2015, Resolution 2015-04
- 41 Amended 9/9/16, Resolution 2016-19
- 42 Amended 9/9/16, Resolution 2016-19
- 43 Amended December 10, 2013, Resolution 2013-16
- 44 Amended May 14, 2010, Resolution 2010-09
- 45 Amended December 10, 2013, Resolution 2013-16
- 46 Temporary Social membership reference deleted 2/13/2015, Resolution 2015-04
- 47 Amended December 10, 2013, Resolution 2013-16
- 48 Amended December 10, 2013, Resolution 2013-16
- 49 Amended 2/13/2015, Resolution 2015-04
- 50 Amended 2/13/2015, Resolution 2015-04
- 51 Amended 2/13/2015, Resolution 2015-04
- 52 Amended September 10, 2010, Resolution 2010-15

## Barefoot Bay Recreation District Policy Manual

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- 53 Amended September 10, 2010, Resolution 2010-16
- 54 Amended 9/9/16, Resolution 2016-19
- 55 Amended Feb. 25, 2020, Resolution 2020-03
- 56 Amended December 10, 2013, Resolution 2013-16
- 57 Amended January 13, 2012 Resolution 2012-01
- 58 Amended December 10, 2013, Resolution 2013-16
- 59 Amended June 8, 2012 Resolution 2012-09
- 60 Amended September 23,2014 Resolution 2014-12
- 61 Amended 9/9/16, Resolution 2016-19
- 62 Amended 3/28/2017, Resolution 2017-05
- 63 Amended, 10/12/18, Resolution 2018-08
- 64 Amended October 25, 2011. Resolution 2011-16
- 65 Amended 9/9/16, Resolution 2016-19
- 66 Amended 3/28/2017, Resolution 2017-05
- 67 Amended, 10/12/18, Resolution 2018-08
- 68 Amended 7/8/11, Resolution 2011-12 .Changes to Golf Membership regarding “full time students” and changed to fiscal year.
- 69 Amended, 10/12/18, Resolution 2018-08
- 70 Res. 2001-12, 12/14/01
- 71 Amended, 10/12/18, Resolution 2018-08
- 72 Amended 9/9/16, Resolution 2016-19
- 73 Amended 2/13/2015, Resolution 2015-04
- 74 Amended March 12, 2010, Resolution 2010-7
- 75 Amended March 23, 2010, Resolution 2010-8
- 76 Amended, 10/12/18, Resolution 2018-08
- 77 Amended 2/13/2015, Resolution 2015-04
- 78 Amended 2/13/2015, Resolution 2015-04
- 79 Amended 2/13/2015, Resolution 2015-04
- 80 Amended 9/9/16, Resolution 2016-19
- 81 Amended October 22, 2019, Resolution 2019-10
- 82 Amended, 10/12/18, Resolution 2018-08
- 83 Amended December 10, 2013, Resolution 2013-16
- 84 Amended 9/9/16, Resolution 2016-19
- 85 Amended 9/9/16, Resolution 2016-19
- 86 Amended December 10, 2013, Resolution 2013-16
- 87 Amended 9/9/16, Resolution 2016-19
- 88 Amended December 10, 2013, Resolution 2013-16
- 89 Amended December 10, 2013, Resolution 2013-16
- 90 Amended December 10, 2013, Resolution 2013-16
- 91 Amended 9/9/16, Resolution 2016-19
- 92 Amended 2/13/2015, Resolution 2015-04
- 93 Amended, 10/12/18, Resolution 2018-08
- 94 Amended 3/11/2011 Resolution 2011-04
- 95 Amended, 10/12/18, Resolution 2018-08
- 96 Amended, 10/12/18, Resolution 2018-08
- 97 Amended 9/9/16, Resolution 2016-19
- 98 Amended July 8, 2011 Resolution 2011-12
- 99 Amended 9/9/16, Resolution 2016-19
- 100 Amended July 10, 2009, Resolution 2009-14
- 101 Amended 2/13/2015, Resolution 2015-04
- 102 Amended 2/13/2015, Resolution 2015-04
- 103 Amended 9/9/16, Resolution 2016-19
- 104 Amended July 8, 2011, Resolution 2011-12

## Barefoot Bay Recreation District Policy Manual

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- 105 Amended 2/13/2015, Resolution 2015-04
- <sup>106</sup> Amended, 10/12/18, Resolution 2018-08
- 107 Section amended 2/13/2015, Resolution 2015-04
- 108 Amended December 10, 2013, Resolution 2013-16
- 109 Amended December 10, 2013, Resolution 2013-16
- 110 Amended December 10, 2013, Resolution 2013-16
- 111 Amended December 10, 2013, Resolution 2013-16
- 112 Amended December 10, 2013, Resolution 2013-16
- 113 Amended December 10, 2013, Resolution 2013-16
- 114 Amended December 10, 2013, Resolution 2013-16
- 115 Amended December 10, 2013, Resolution 2013-16
- <sup>116</sup> Amended, 10/12/18, Resolution 2018-08
- <sup>117</sup> Amended October 22, 2019, Resolution 2019-10
- <sup>118</sup> Amended, 10/12/18, Resolution 2018-08
- <sup>119</sup> Amended, 10/12/18, Resolution 2018-08
- 120 Amended 2/13/2015, Resolution 2015-04
- 121 Amended December 10, 2013, Resolution 2013-16
- 122 Amended 9/9/16, Resolution 2016-19
- 123 Amended December 10, 2013, Resolution 2013-16
- 124 Amended May 14, 2010, Resolution 2010-09
- 125 Amended December 10, 2013, Resolution 2013-16
- 126 Amended 9/9/16, Resolution 2016-19
- 127 Amended December 10, 2013, Resolution 2013-16
- 128 Amended 9/9/16, Resolution 2016-19
- 129 Amended 2/13/2015, Resolution 2015-04
- 130 Amended December 10, 2013, Resolution 2013-16
- 131 Amended 9/9/16, Resolution 2016-19
- <sup>132</sup> Amended October 22, 2019, Resolution 2019-10
- <sup>133</sup> Amended April 25, 2017, Resolution 2017-07
- <sup>134</sup> Amended April 25, 2017, Resolution 2017-07
- <sup>135</sup> Amended 12/8/2017 Resolution 2017-19
- 136 Amended December 10, 2013, Resolution 2013-16
- 137 Amended 9/9/16, Resolution 2016-19
- 138 Amended December 10, 2013, Resolution 2013-16
- 139 Amended December 10, 2013, Resolution 2013-16
- 140 Amended December 10, 2013, Resolution 2013-16
- 141 Amended December 10, 2013, Resolution 2013-16
- 142 Amended December 10, 2013, Resolution 2013-16
- 143 Amended 2/13/2015, Resolution 2015-04
- <sup>144</sup> Amended October 2019, Resolution 2019-10
- 145 Amended January 8, 2009, Resolution 2010-01
- 146 Amended 9/9/16, Resolution 2016-19
- 147 Amended 9/9/16, Resolution 2016-19
- 148 Amended 2/13/2015, Resolution 2015-04
- 149 Amended July 8, 2011, Resolution 2011-12
- <sup>150</sup> Amended April 25, 2017, Resolution 2017-07
- 151 Amended February 12, 2010, Resolution 2010-5
- 152 Barefoot Bay Recreation District Public Records Request Policy was formally adopted with Resolution 2010-22 on October 26, 2010.
- 153 Amended 9/9/16, Resolution 2016-19

**Board of Trustees**

**Meeting Agenda Memo**

Date: Tuesday, September 22, 2020  
 Title: **Expansion of Employee COVID-19 Policy**  
 Section & Item: 9.D  
 Department: Resident Relations, Customer Service  
 Fiscal Impact: TBD  
 Contact: Richard Armington, Resident Relations Manager, John W. Coffey  
 ICMA-CM, Community Manager  
 Attachments: memo to employees about FFCRA maximum usage and admin pay  
 10Sep20, Approved BBRD COVID-19 Employee Policy 16July20  
 Reviewed by  
 General Counsel: N/A  
 Approved by: John W. Coffey, ICMA-CM, Community Manager



**Requested Action by BOT**

Confirmation of expansion of Employee COVID-19 Policy regarding Administrative Pay.

**Background and Summary Information**

On July 16, 2020, the BOT approved the Employee COVID-19 Policy which addressed the following areas:

- Workplace Protection
- Safety and Healthy Workplace
- Employee Protection
- Employee’s Reporting Requirements

Due to repeated shut downs from possible COVID-19 exposures, some employees have exceeded their Families First Coronavirus Response Act (FFCRA) limits. With BOT prior knowledge, on September 11, 2020, Community Manager Coffey, ICMA-CM, issued the attached memo expanding the BBRD COVID-19 Policy to include administrative pay for employees sent home for testing, employees who tested positive for COVID-19 (as a result of a work place exposure), and specific limitations of said use.

Community Manager Coffey, ICMA-CM recommends the BOT confirm the expansion of the BBRD Employee COVID-19 Policy as attached.



## Barefoot Bay Recreation District

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

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

**Memo To:** Teammates (all employees)

**From:** John W. Coffey, ICMA-CM, Community Manager

**Date:** September 11, 2020

**Subject:** COVID-19 Exposure Pay, Limitations of the Families First Coronavirus Response Act (FFCRA), and New Exposure Pay Policies

We definitely are living and working in trying times. I deeply appreciate each of you and the effort you give to make BBRD a better place to live, work and play. Given the recent COVID-19 exposure related shutdowns of operations, I want to clarify the issue of pay when you are sent home to get tested for COVID-19 and announce new policies for those exposed during work.

As you are aware (and as illustrated on the attachment) employees are allowed up to two weeks' pay through the Families First Coronavirus Response Act (FFCRA) which expires at the end of December 2020. With the latest exposure shut down of the golf course some of you will now exceed this threshold. I will be asking the BOT via an agenda item on September 22nd to confirm my decision to pay any employee (who has exceeded his/her FFCRA threshold), who is sent home for testing as a result of an exposure, a maximum of 3 days administrative pay (based on his/her scheduled hours of work) if he/she uses our preferred testing site (Shaw Medical Clinic) unless there is documented evidence that the testing and results took longer than 3 days (and then the employee will be pay his/her scheduled hours for as long as they are out of work waiting on the test results).

If an employee chooses to get tested elsewhere and takes longer than 3 days to get his/her results that employee will only receive up to 3 days administrative leave (based on his/her scheduled hours of work) and the balance of his/her time off will be up to him/her to either use accrued leave or not be paid. All employees are expected to notify their immediate supervisor upon receipt of their test results so they can return to work as soon as possible.

Additionally, employees testing positive for COVID-19 (who have exceeded his/her FFCRA threshold) shall be entitled to administrative pay up to 2 weeks of their normally scheduled work (subject to confirmation by the BOT on September 22<sup>nd</sup>).

Please contact your Department Manager or Rich Armington, Resident Relations/H.R. Manager if you have questions or need clarification regarding this notice.



# EMPLOYEE RIGHTS

## PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The **Families First Coronavirus Response Act (FFCRA or Act)** requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

### ▶ PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
- ⅔ for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at ⅔ for qualifying reason #5 below for up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

### ▶ ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). *Employees who have been employed for at least 30 days* prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.

### ▶ QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to **telework**, because the employee:

- |   |   |
|---|---|
| <ol style="list-style-type: none"><li>1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;</li><li>2. has been advised by a health care provider to self-quarantine related to COVID-19;</li><li>3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;</li><li>4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);</li></ol> | <ol style="list-style-type: none"><li>5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or</li><li>6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services.</li></ol> |
|---|---|

### ▶ ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.



**WAGE AND HOUR DIVISION**  
UNITED STATES DEPARTMENT OF LABOR

For additional information  
or to file a complaint:  
**1-866-487-9243**  
TTY: 1-877-889-5627  
[dol.gov/agencies/whd](https://dol.gov/agencies/whd)



## **BBRD Employee COVID-19 Policy (Approved by BOT on July 16, 2020)**

### Purpose

The following is not meant to be viewed as an exhaustive set of procedures to be followed in response to the Coronavirus (COVID-19) but as a basis of fairly and equitably dealing with complex health and employment issues where facts and recommendations change on an almost daily basis.

### Workplace Protection

- All employees shall be subject to temperature testing (no touch forehead) at the start of each shift.
- Any employee with a repeated high temperature or displaying other symptoms may be sent home and required to bring written proof of a negative COVID-19 test to her/his supervisor prior to returning to work (BBRD will not retain the original or any copy of personal health testing as related to COVID-19).
- Employees should use free COVID-19 testing sites when needed. If they choose to use a private medical service BBRD will not be responsible for payment of services rendered.
- Employees who either voluntarily or involuntarily seek COVID-19 testing and misses work awaiting the result will be compensated per the terms of the Families First Coronavirus Response Act (FFCRA).
- Employees who are absent from work due to any FFCRA qualifying reasons will be compensated per terms of the FFCRA.

### Safety and Healthy Workplace

- All employees will be provided access to face coverings, disposable gloves, hand washing areas, hand sanitizer, etc.
- Unless mandated by Brevard County, the State of Florida or U.S. Federal Government, the use of face masks while at work is optional.
- Reasonable accommodations will be considered for other personal protective measures upon request.
- Employees who drive or ride motorized vehicles in the course of their work, may elect to drive a separate vehicle without passengers.
- Employees shall practice social distancing as much as possible during the exercise of their duties.
- Employees who work inside or from buildings (ie. Administration Building, Falcon Drive, Pro Shop, Lounge, 19<sup>th</sup> Hole, etc.) and who take group lunch breaks shall be split into two or more break times to lessen the number of people within enclosed areas at a single time (outdoor spaces will also be provided if available upon request). Department Managers may alternate beginning and ending of employee shifts to accomplish this goal.

### Employee Protection

- Employees may be sent home before or during shift if their Supervisor or Department Manager has reasonable suspicion of COVID-19 or other infectious disease symptoms.
  - For COVID-19 suspicion, employees will be required to bring written documentation of a negative test result to their supervisor when returning to work. If the employee continues to display symptoms of COVID-19, a doctor's note stating they can return to work may be required.
  - For all other infectious disease suspicions, employees are required to bring a doctor's note stating they can return to work.
- Employees should use free COVID-19 testing sites when needed. If they choose to use a private medical service BBRD will not be responsible for payment of services rendered.

#### Response to Employee Positive Test Results

- When an employee tests positive for COVID-19, her/his worksite will be closed for a minimum of three business days for deep cleaning.
- All employees who work at said site shall be required to be tested and bring proof of negative results to her/his supervisor before returning to work.
- Employees who test positive will not be allowed back to work until they have written clearance from a doctor.
- Employees should use free COVID-19 testing sites when needed. If they choose to use a private medical service BBRD will not be responsible for payment of services rendered.

#### Employee's Reporting Requirements

- Employees shall immediately notify their immediate supervisor if they are exposed to an infected person or have a member of their household who is COVID-19 positive. Employees may notify the Resident Relations/H.R. Manager in lieu of their immediate supervisor if they so desire.
- Employees may be required to self-quarantine (based upon the closeness of the relationship to the infected person) or use protective measures while at work for next 14 calendar days.
- Employees who are absent from work due to any FFCRA qualifying reasons will be compensated per terms of the FFCRA.

**Board of Trustees**

**Meeting Agenda Memo**

Date: Tuesday, September 22, 2020  
Title: **Violations Committee Appointments**  
Section & Item: 9.E  
Department: Resident Relations, DOR  
Fiscal Impact: N/A  
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager, Sally Biondollilo, DOR/ARCC Administrative Assistant Resident Relations  
Attachments: Grunow resignation, Liddy resignation 09Sep20, 2020 VC Appointment and Expiration schedule, January 28 2020 BOT meeting minutes, Resolution 2010-18



Reviewed by General  
Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager

**Requested Action by BOT**

Appointment of Mr. David Wheaton and Mr. Hurrol Brinker (current alternates on the Violations Committee) to the vacant voting member positions for a 3-year term.

**Background and Summary Information**

On August 14, 2020 staff was verbally advised of Mr. Al Grunow's resignation as a voting member of the Violations Committee. On September 8, 2020, Ms. M. Joy Liddy submitted her resignation as a voting member of the Violations Committee.

Mr. David Wheaton and Mr. Hurrol Brinker were appointed by the BOT on January 28, 2020 to alternate positions on the Violations Committee. Both gentlemen informed staff they are willing to be appointed as voting members.

In keeping with past customs, staff recommends the BOT appoint Mr. David Wheaton and Mr. Hurrol Brinker to the vacant voting member positions for a 3-year term.

Staff will begin advertising the vacant positions on the Violations Committee once a decision on this agenda item is finalized.

## John Coffey

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**From:** Sally Biondolillo <sallybiondolillo@bbrd.org> on behalf of Sally Biondolillo  
**Sent:** Tuesday, September 15, 2020 10:22 AM  
**To:** John Coffey  
**Subject:** Al Grunow - VC

We were advised on 8/14/2020 of Al Grunow's resignation.

Thank you,

Sally-Ann Biondolillo  
DOR/ARCC Administrative Assistant  
625 Barefoot Blvd.  
Barefoot Bay, FL 32976  
Tel: (772) 664-3141 Ext. 203  
Fax: (772) 664-7552  
[sallybiondolillo@bbrd.org](mailto:sallybiondolillo@bbrd.org)



*PUBLIC RECORDS NOTICE: Barefoot Bay Recreation District is governed by the State of Florida public records law. This means that the information we receive online including your email address might be disclosed to any person making a public records request. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.*

M. JOY LIDDY  
412 PAPAYA CIR.  
BAREFOOT BAY, FL 32976

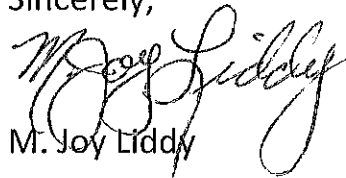
September 8, 2020

Barefoot Bay Board of Trustees, John W. Coffey, Arlene Maguire, et-al.

During the past 14 years it has been my privilege to serve Barefoot Bay as a member of the Violations committee. Since my accident, I am no longer able to function as before. It is time for me to step down and allow someone else the opportunity to serve.

It is with a heavy heart I must resign from the Violations Committee.

Sincerely,



M. Joy Liddy

## 2020 VC Mailing List, Reappointment and Expiration Schedule

### **Arlene Maguire, Chair**

712 Amaryllis Drive  
Barefoot Bay, FL 32976  
Appoint Date: 10/11/06  
Reappointed retro 10/11/09  
2<sup>nd</sup> term ends 10/11/12  
3<sup>rd</sup> term ends 10/11/15  
4<sup>th</sup> term ends 10/11/18  
5<sup>th</sup> term ends 10/11/21

### **Albert O. Grunow, 1<sup>st</sup> Chair**

484 Marlin Circle  
Barefoot Bay, FL 32976  
Appoint Date: 6/23/15  
1st term ends 6/23/18  
2<sup>nd</sup> term ends 6/23/21  
**RESIGNED 8/14/2020**

### **M. Joy Liddy, 2<sup>nd</sup> Chair**

412 Papaya Circle  
Barefoot Bay, FL 32976  
Appoint Date: 2/8/06  
Reappointed retro 2/8/09  
2<sup>nd</sup> term ends 2/8/12  
3<sup>rd</sup> term ends 2/8/15  
4<sup>th</sup> term ends 2/8/18  
5<sup>th</sup> term ends 2/8/21  
**RESIGNED 9/9/2020**

### **Wilma Weglein “Member”**

1204 Chipewa Drive  
Barefoot Bay, FL 32976  
Appoint Date: 10/24/19  
1st term ends 10/24/22

### **Jeff Grunow “Member”**

1160 Barefoot Circle  
Barefoot Bay, FL 32976  
Appoint date Member – 1/28/2020  
1st term ends: 1/28/23

### **Hurrol Brinker “Alternate”**

554 Tarpon Drive  
Barefoot Bay, FL 32976  
Appoint Date: 1/28/2020  
1<sup>st</sup> term ends 1/28/2023

### **David Wheaton “Alternate”**

1477 Barefoot Circle  
Barefoot Bay, FL 32976  
Appoint Date: 1/28/2020  
1<sup>st</sup> term ends 1/28/2023



# BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting

January 28, 2020

7PM –Building D&E

## Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on January 28, 2020 Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 7PM.

## Pledge of Allegiance to the Flag

Led by Mr. Maino.

## Roll Call

Present: Mr. Klosky, Mr. Maino Mr. Compton, Ms. Henderson, and Mr. Loveland. Also, present, John W. Coffey, ICMA-CM, Community Manager, Krista Runte, acting General Counsel, Stephanie Brown, District Clerk, Charles Henley, Finance Manager, Matt Goetz, Property Services Manager, Rich Armington, Resident Relations Manager, and Kathy Mendez, Food and Beverage Manager.

## Presentations and Proclamations

None.

## Approval of Minutes

*Ms. Henderson made a motion to approve the minutes dated January 10<sup>th</sup> and January 14<sup>th</sup>, 2020. Second by Mr. Maino. Motion passed unanimously.*

## Treasurer's Report

*Ms. Henderson made a motion to approve the Treasurer's Report for January 28, 2019 as read. Second by Mr. Compton. Motion passed unanimously.*

## Audience Participation

Robert Schmidt-1013 Thrush Circle-Spoke in opposition of a similar business leasing within the Shopping Center.

Nanette lerome-1013 Thrush Circle-Spoke in opposition of another food service establishment leasing within the Shopping Center.

Lorraine Andrews-1221 Chipawa Dr-Spoke in favor of transparency and fairness for all tenants regarding leasing terms and policies.

Jeanie Osborne-100 Cherokee Court-Spoke in opposition of a similar business leasing in the shopping center.





# BAREFOOT BAY RECREATION DISTRICT

David Lane-1146 Barefoot Cir-Spoke in favor of researching ADA rules for the golf course to ensure the correct protocols are being followed.

Rick Berndsen-Spoke in opposition to a similar business leasing in the Shopping Center. Mr. Bernstein also asked various questions about the Shopping Center lease.

Jack Reddy-806 806 Tamarind Circle--Spoke in opposition to a similar business in the Shopping Center.

Richard Schatlow-636 Marlin Circle-Spoke in opposition of and voiced his concerns with the Lakeside Expansion project.

Joy Liddy-Spoke in opposition to leasing a similar business in the Shopping Center and voiced concerns over preferential treatment of square footage fees.

Bernie Silveria-964 Cashew Circle-had questions about the stage location and why it isn't being used. Mr. Klosky responded that the topic is not being discussed at this time.

## **Unfinished Business**

### **Lounge/Lakeside Expansion Conceptual Design**

Ms. Henderson discussed Mr. Berndsen's design and items that would not be able to be accomplished. Mr. Maino spoke in favor of a Lounge Expansion, but not in favor of the Berndsen's design proposal. Mr. Loveland spoke in favor of giving direction to staff to work with the engineering firm and bring it back to the BOT for a decision. Mr. Compton agreed with Mr. Loveland.

*Mr. Loveland made a motion to take the homeowner's concept and forward to staff to work with BBRD's engineering firm to develop a professional design plan. Second by Mr. Maino. Motion passes unanimously.*

## **New Business**

### **Discussion of Guest Pass Exception for Food & Beverage Events**

Mr. Coffey gave an overview of guess pass exceptions, primarily during Music Bingo on Monday nights. Mr. Compton spoke in favor of Music Bingo and stated he would like it to be more accessible to residents by checking badges. Mr. Coffey responded that it would require amending the policy, but staff could implement a different policy immediately if needed. Mr. Maino voiced concerns about passing a resolution specifically for Monday night bingo and not all clubs/events. Mr. Loveland spoke in favor of consistency and fairness with policies and exceptions. Various residents also spoke in favor of checking badges specifically for Monday night bingo.

*Mr. Compton made a motion to check badges during Monday Night Music Bingo effective immediately, with non-residents being accompanied by a homeowner who will pay the \$3 fee. Second by Mr. Loveland. 4-1 Motion passes. Ms. Henderson dissents.*



# BAREFOOT BAY RECREATION DISTRICT

## **Ethnic Festival Request for Waiver of Guest Pass Requirement**

*Mr. Loveland made a motion to waive the guest pass requirement. Second by Mr. Compton. 4-1 Motion passes unanimously. Mr. Klosky abstained from the vote.*

## **Shopping Center Lease Proposal (Old Doctor's Office and Vault)**

Mr. Cavaliere went over his proposal for the Shopping Center lease. Mr. Maino spoke about lease policy changes and negotiations to leases being done by administrative staff, as opposed to current practices. Mr. Loveland stated that his vote will be based on the on the terms of the contract. Mr. Compton and Ms. Henderson stated they are undecided on the proposal. Mr. Klosky opposes the proposal as it stands.

*Ms. Henderson made a motion not to accept the proposal as it stands, with the option for Mr. Cavaliere to re-negotiate the terms. Second by Mr. Maino. Motion passes unanimously.*

*Mr. Loveland makes a motion for Mr. Cavaliere to renegotiate with staff regarding cost and come back to the BOT. Second by Mr. Maino. Motion passes unanimously.*

## **NRP: Purchase of 12 Tax Deeds on specific lots held by Brevard County**

Mr. Armington provided information on vacant lots and facilitating an auction for the purchase of the vacant lots.

## **Violations Committee Appointment**

*Ms. Henderson made a motion to appoint Jeff Grunow as voting member of the Violations Committee. Second by Mr. Loveland. Motion passes unanimously.*

*Mr. Maino made a motion to appoint Mr. Brinker and Mr. Wheaton as alternate members. Second by Ms. Henderson. 3-2 Motion passes. Mr. Loveland and Mr. Compton dissents.*

## **Ice Machine Replacement (Bldg. A)**

Staff recommends the BOT award contract to Complete Restaurant in the amount of \$7,899.88 for the purchase and installation of a new ice machine for Building A.

*Mr. Maino made a motion to approve awarding the contract to Complete Restaurant in the amount of \$7,899.88 for the purchase and installation of a new ice machine for Building A. Second by Ms. Henderson. Motion passes unanimously.*



# BAREFOOT BAY RECREATION DISTRICT

## Manager's Report

### Finance

- As of January 10, 2020, \$2,977,394.72 or 77.1% of the annual assessment receipts were received. Details are attached.

### Resident Relations

#### **ARCC Meeting 01/07/20**

- (1) Old Business – Approved
- (23) Consent Items – Approved
- (13) Other Items
  - (1) Tabled for skirting information
  - (11) Approved
  - (1) Approved with stipulation to paint or stain wood

#### **ARCC Meeting 01/21/20**

- (2) Old Business
  - (1) Approved
  - (1) Approved with stipulation that the skirting will be installed per Guidelines
- (12) Consent – Approved
- (17) Other Items
  - (3) Tabled
    - (1) for illness
    - (1) for additional information
    - (1) for survey and material descriptions
  - (14) Approved

#### **ARCC Meeting 02/04/20**

- (3) Old Business
- (18) New Business
  - (8) Consent
  - (10) Other

#### **VC Meeting 01/20/2020**

- (13) Cases
  - (5) Cases came into compliance prior to the meeting
  - (3) Cases that DOR is working with the homeowner
  - (5) Cases were found in violation



# BAREFOOT BAY RECREATION DISTRICT

- Election Results – Chair Arlene Maguire, 1st Vice Chair Al Grunow, and 2nd Vice Chair Joy Liddy
- Mary Firlein resigned

## **VC Meeting 01/24/2020**

- (8) Cases are on the agenda

## Food & Beverage

A **"Dance Party with TC & Sass"** is in Building A on Saturday, January 25th. Five dollar tickets are on sale now @ the Lounge, the 19th Hole and Administration.

The **Super Football Sunday party** is Sunday, February 2nd at the 19th Hole. \$13 tickets for the buffet are on sale at the 19th Hole now.

A **Neil Diamond Tribute and Variety Show** will be in Building A on Friday, February 21<sup>st</sup> is sold out.

Tickets for this year's Friday night, **February 14th kickoff concert at the Barefoot Bay by the Lake Festival** may be purchased for lakeside reserved seating at the CVO office. \$5 field seats may also be purchased now at the Lounge, the 19th Hole, Administration Building and the CVO Office.

This year's **Saint Patrick's Day** celebration will be held on Monday, March 16, 2020 due to Presidential preference election on March 17, 2020. A full day of events is planned; including the parade, Blessing of the Bay and lakeside entertainment. Tickets will go on sale for Corned Beef Sandwiches or dinners on February 21st at the Lounge, the 19th Hole and the Administration Building.

Flyers with all the details are posted.

## Golf-Pro Shop

- Tournaments at BBRD Golf Course: Contact Pro Shop 664.3174 for details or to sign up
  - Jan 28<sup>th</sup>: 18-Hole CTP Tournament
    - Shotgun at 8:00am
    - Must be a Ladies League Member
    - Appropriate fees apply (see pro shop for details)
- BBRD Song CD available for purchase
- Lake bank project began Jan 21st
  - Project will minimally impact golf bank turf area but not impact play



## BAREFOOT BAY RECREATION DISTRICT

- Weather permitting, project should be complete in about 5 weeks
- New leased carts arriving January 29th
  - ADA golf cart will arrive in a few weeks (built per order in Augusta Ga)

### Property Services

- Completed pouring the slabs, prepped for hole drilling and board placement for the miniature golf project
- Trimmed trees on BBRD common areas
- Repaired the gate for the second time this month at the beach and changed the lock twice
- Continued work on the FY21 Budget requests
- Cleaned trash out of the canals
- Purchased a new carpet cleaning machine and began new enhanced cleaning regiment
- Set up flags and veteran memorial wall for the veteran's tournament
- Continued work on the location for the ATM in building A
- Constructed new doors for the shopping center storage shed
- Replaced pool #3 main pump
- Replaced transformer on light pole at pool #1
- Changed out all A/C filters and inspected for proper operation
- Painted concrete under new pavilion
- Poured and set the veterans Flagpole
- Addressed all current DOR grass violations
- Continued soliciting bids and quotes for various projects

### General Information

- **Building A Renovations RFP Update** - Staff anticipates the selection of Evaluation Committee members and the subsequent announcement of the release of the RFP will be on the February 14, 2020 BOT Meeting agenda.
- **Veterans' Gathering Space Grand Opening Ceremony** – A brief opening ceremony with the raising of the colors will be held on Saturday, February 1, 2020 at 11am (site of old Resident Relations Office off of Midway). Chairman Klosky and other dignitaries will be speaking. The public is invited to attend.



# BAREFOOT BAY RECREATION DISTRICT

## Attorney's Report

Ms. Runte gave an update regarding Blissful Things case.

## Incidental Trustee Remarks

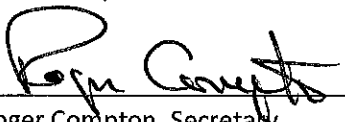
None

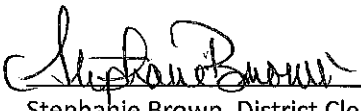
## Adjournment

The next meeting will be on February 14, 2020 at 1pm in Building D/E

Ms. Henderson made a motion to adjourn. Second by Mr. Maino- Mr. Klosky adjourned.

Meeting adjourned at 9:13pm

  
\_\_\_\_\_  
Roger Compton, Secretary

  
\_\_\_\_\_  
Stephanie Brown, District Clerk

6 ↑

**RESOLUTION 2010 -18**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF  
THE BAREFOOT BAY RECREATION DISTRICT;  
AMENDING RESOLUTION 2008-1; PROVIDING FOR  
CONFLICTS; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Barefoot Bay Recreation District has previously adopted Resolution 2008-1 regarding the processing of Deed of Restrictions violation enforcement cases; and

WHEREAS, the Board of Trustees desires to amend Resolution 2008-1 to remove term limits for members of the Violations Committee;

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

Section 1. Section 3 (f) of Resolution 2008-1 is hereby amended to read as follows:

(f) A member of the Violations Committee may be reappointed upon approval of the Board of Trustees. ~~A member of the Violations Committee may serve a maximum of two consecutive terms.~~

Section 2. This Resolution shall become effective immediately upon its adoption.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed and all resolutions or parts of resolutions not in conflict herewith are hereby continued in full force and effect.

Section 4. If any provision of this resolution or the application thereof to any person or circumstances is held invalid, the invalidity shall not effect the other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

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

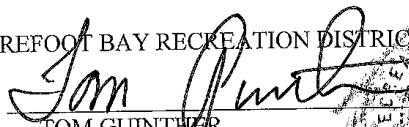
Chairman, Tom Guinther	Yes
Trustee, Louise Crouse	Yes
Trustee, Joseph Klosky	No
Trustee, John M. McAfee	Yes
Trustee, Charles W. Mershon	Yes

The Chairman thereupon declared this resolution Done, Ordered, and Adopted this

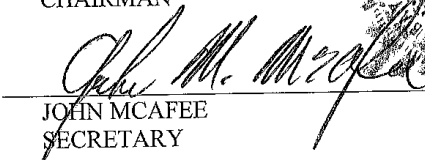
8th day of October, 2010.

BAREFOOT BAY RECREATION DISTRICT

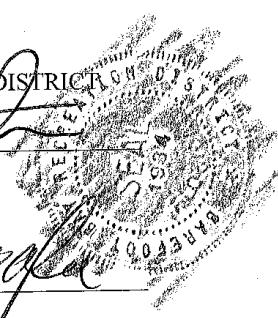
By:



TOM GUINTEHER  
CHAIRMAN



JOHN MCAFEE  
SECRETARY







## Barefoot Bay Recreation District

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

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

**Memo To:** Board of Trustees  
**From:** John W. Coffey, Community Manager, ICMA-CM  
**Date:** September 22, 2020  
**Subject:** Manager's Report

### Finance

#### **Finance Manager Henley reports the following one-time revenues**

- \$2,112 Liquor Liability Insurance refund (as requested by staff due to the on-going COVID-19 related shut down)
- \$755 Proceeds from the sale of miscellaneous Building A surplus items

#### **Insurance claim filed**

- \$3,439 insurance claim for loss of Food & Beverage food supplies due to an inadvertent lapse in power to a refrigeration unit

### Resident Relations

#### **ARCC Meeting 9/01/20**

- 16 Consent items – all approved
- 14 Other items – 11 approved
- 3 -denied

#### **ARCC Workshop 9/10/20**

- Was canceled due to a COVID-19 exposure

#### **ARCC Meeting 9/15/20** (Chairman reviewed and approved permits due to lack of quorum in accordance with Resolution 2020-05)

- (1) Old Business – Extension Request – Approved
- (15) Consent Items – Approved
- (11) Other Items – (4) Approved, (7) Approved with stipulations

### **Next ARCC Meeting**

- Scheduled for September 29, 2020 in Bldg. D/E at 9am

### **Violations Committee Meeting 08/28/20**

- Was canceled as all but three cases came into compliance prior to the meeting

### **Violations Committee Meeting 9/11/20**

- Was canceled by the Chair

### **Next Violations Committee Meeting**

- Is scheduled for 9/25/20

### **New Home Sales August**

- 37 homes sold 56 new homeowners

### Golf-Pro Shop

- Irrigation system Design and Engineering
  - Contacted additional vendors seeking quotes
- FY21 Golf Membership sign up will begin October 1<sup>st</sup>
  - Information for sign up and new rates is now available at [www.barefootbaygolf.com](http://www.barefootbaygolf.com)
  - Sign up will be done by appointment beginning Oct 1st
  - Call golf course at 664-3174 with questions

### Property Services

- Completed miniature Golf Course project (final electrical work, cut in walking trails, finished painting, completed installation of the structures, installed hole numbers and installed plants)
- Continued tree and branch removal along BBRD stormwater canals
- Replaced burned out lights at the shuffleboard courts with new LED lights
- Replaced broken gates at the softball field
- Replaced wheel bearings and brakes on the DOR truck
- Filled potholes at pool 2
- Cleaned and disinfected the Pro shop due to multiple Covid-19 exposures
- Replaced air conditioning system at RJ's 2002
- Repaired the Emergency lights in Bldg. D/E
- Completed annual inspection of the fire extinguishers
- Sprayed out weeds at the beach parking lot and ordered more crushed concrete
- Addressed all current DOR violations

### **General Information**

- **Miniature Golf Course Grand Opening and Ribbon Cutting Ceremony** – Thursday, September 24<sup>th</sup> at 8:30am. Residents are invited to come out and listen to Chairman Klosky’s speech, meet the artisan who built the structures, meet the course designer and try out “the fastest greens in the Bay.”
- **FY21 Approved Budget (comprehensive version)** – will be delivered to the Trustees on or before September 30<sup>th</sup>, placed on [www.bbrd.org](http://www.bbrd.org) and a public copy made available for review at the Administration Building. The public can purchase copies at a cost of \$15.00 plus tax. Free paper copies of the Line-item FY21 Budget (Resident’s version) are available at the Administration Building.
- **Pool #2 Pit Replacement Project Update** – The vendor received the building permit from Brevard County and is currently scheduling the commencement of work.

**GRAND OPENING**



**BAREFOOT BAY'S MINIATURE GOLF COURSE**

**Thursday, September 24, 2020 @ 8:30 a.m.**

**625 Barefoot Boulevard**

**(behind the shuffleboard courts)**

**Ceremony, ribbon cutting and honorary 1st putt**

**Light refreshments following the activities**

**In special attendance**

**Board of Trustees**

**Gary Gresco (structures artisan)**

**Property Services (building crew)**

**Harley B. Coffey (course designer)**



**Barefoot Bay Miniature Golf Course**

**“the fastest greens in Barefoot Bay”**