



**BAREFOOT BAY  
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting  
February 25, 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**

Approval of minutes for BOT Meeting January 28th, DOR Enforcement Workshop on January

- A. 29th, Capital Improvement Plan Workshop on January 30th and the Town Hall Meeting on February 4th 2020.

**6. Treasurer's Report**

- A. Treasurer's Report

**7. Audience Participation**

**8. Unfinished Business**

- A. Name the Facilities Contest Proposal  
B. Steward Medical Group Proposed Land-Lease  
C. Shopping Center Lease Proposal for Building #2, Unit #3

**9. New Business**

- A. FY19 Audit Presentation  
B. DOR Violations  
i. DOR Violation 19-002488 368 Egret Circle  
ii. DOR Violation 19-000517 404 Barefoot Blvd.  
C. Donation Request: Little Theater for Improvements to Building A's Sound System  
D. Little Theater Request for Waiver from Guest Pass Requirement  
E. Policy Manual Amendment: Music Bingo Guest Pass Requirement

- F. FY20 Budget Amendment – Transfer Music & Entertainment Expenditures Budget to Property Services
- G. Truck Purchase
- H. Truck Replacement
- I. Discussion of Replacement of Four Greens
- J. Selection of RFP Evaluation Committee Member for Building A Renovations Project
- K. Authorization of acceptance of service of liability claim lawsuit by Claim's Counsel Bell & Roper, P.A. on behalf of Barefoot Bay Recreation District.

**10. Manager's Report**

- A. Feb. 25, 2020

**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

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 Ierome-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.



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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



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- 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

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Roger Compton, Secretary

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Stephanie Brown, District Clerk



# **BAREFOOT BAY RECREATION DISTRICT**

**Board of Trustees Workshop**

**DOR Enforcement**

**January 29, 2020**

**9:00 AM- Building D&E**

## **Welcome**

The Barefoot Bay Recreation District Board of Trustees held a Meeting on January 29, 2020 Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 9AM.

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

Led by Mr. Loveland.

## **Roll Call**

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

## **Discussion of DOR Enforcement**

Mr. Repperger gave an overview on the different ways DOR is enforced. He also spoke about and explained the associated resolutions used for enforcement (listed below).

**Resolution 2015-16 (General enforcement process)**

**Resolution 2015-17 (Lawn, Landscaping Maintenance, Powerwash)**

**Resolution 2015-18 (Debris-Related Violations)**

**Resolution 2012-09 (Suspension of Memberships Violation Found)**

**Resolution 2014-12 (Suspension of Memberships Parking)**

## **April 18, 2008 Memo on Fines and Liens**

Mr. Repperger gave background and history on the use of fining as it relates to Chapter 1 62. He stated that the current resolutions were adopted as an alternative to fining. Mr. Repperger stated that the DOR policy currently has no reference to fining.

### **Referred Properties Case List**

Mr. Repperger spoke on surge in the amount of cases being referred and concerns about litigation costs. He proposed the option of BBRD imposing fining as a possible method to assist with the amount of cases and costs incurred. Mr. Repperger gave Holiday Park as an example of a similar community instituting fines along with a copy of their DOR policy. He stated that the responsiveness to a fine would be on a case by case basis. Additionally, to implement fining, it would need to be in the DOR policy, and to do that there would need to be a ballot amendment process.

Ms. Henderson had questions about the success Holiday Park has had with fining. Mr. Armington responded that the person he spoke with in Holiday Park stated it was a great cost-effective tool that brought the compliance rate up.

Mr. Compton asked how Holiday Park has the authority to fine and Mr. Repperger responded that it is solely based on the language in their DOR policy.

Mr. Loveland voiced concerns with the subjective areas of fining enforcement and making any changes without community input. He also voiced concerns about possible debt revenue and consistency of following the policy, making the policy specific.

Proposed an amendment to the language and allow the fining for themselves (residents)  
Mr. Maino asked if fining will make a difference in compliance. Mr. Coffey responded that fining would be another tool to utilize and possibly lessen the number of severe violations. Mr. Maino asked various questions about how the fining process would work.

Dave Wheaton-stated that section 14A of the DOR gave BOT the authority to access fines. Mr. Repperger responded that the Amendment was added to the DOR policy to get the Florida Legislature to support fining, which did not occur.

Nancy Isley-Spoke in favor of a clear definition on fining and a cap on fining amounts.

Rich Schatlow-Spoke in favor of having more tools to fix issues within the District.

*BOT gave a consensus to make an agenda item for a ballot amendment.*

Mr. Klosky asked for an update on active cases and stated that he would like them resolved as soon as possible. Mr. Repperger responded that he has held some of the cases to see if the fining policy would be implemented. However, he will move forward and try to get all the cases filed within the next 30 days. Mr. Repperger also stated he will provide monthly updates on the cases.

Mr. Armington asked for clarification on if ARCC could implement applications fees. Mr. Repperger responded that he did not think so because it is not stated in the DOR policy.

Tom Nelson-Chairman of ARCC-spoke about the upcoming ARCC committee topics of fees and issues with residents not filing permits. He voiced that while he thinks it could be a great tool, he has concerns about it also being used inappropriately.

**Adjournment**

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

Meeting adjourned at 10:42am.

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Roger Compton, Secretary

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Stephanie Brown, District Clerk

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# **BAREFOOT BAY RECREATION DISTRICT**

**Board of Trustees Workshop  
Proposed FY21-25 Five-year Financial Model & Capital Improvement Plan  
January 30, 2020  
7:00 PM- Building D&E**

## **Welcome**

The Barefoot Bay Recreation District Board of Trustees held a Meeting on January 30, 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. Compton

## **Roll Call**

Present: Mr. Klosky, Mr. Maino Mr. Compton, Ms. Henderson, and Mr. Loveland. Also, present, John W. Coffey, ICMA-CM, Community Manager, and Stephanie Brown, District Clerk, Matt Goetz, Property Services Manager, Rich Armington, Resident Relations/H.R. Manager, Kathy Mendez, Food and Beverage Manager, Charles Henley, Finance Manager, and Ernie Cruz, Golf Operations Manager.

## **Audience Participation**

Richard Schatlow-Spoke in favor of District vehicles having usage timeframes and putting money aside for the purchase of new District vehicles so money does not have to be found when the time comes. He also voiced his disagreement with the trailer restroom project by the tennis court area. Additionally, Mr. Schatlow spoke in favor of placing fines and bathrooms on the same ballot for residents to vote on to save costs.

Jack Reddy-spoke in favor of residents paying the increased assessment fee and suggested that BOT be prepared to defend against those who oppose the increase. He also spoke in favor of allocating a maintenance fund for the golf course.

Dave Wheaton-proposed using the 17 acres Barefoot Bay has for a motor home parking lot.

### **Review of Proposed FY21-25 Five Year Financial Model and Capital Improvement Plan**

Mr. Coffey explained the narrative supplement and financial model. He also stated that the benefit of the financial model being used is that changes can be made in real time, as opposed to multiple meetings to review various proposals.

Ms. Henderson voiced her disapproval of the 2.5% increase in food and beverage. She also disapproved with a 10% increase in golf memberships but would agree with a 5% increase. Ms. Henderson had questions about the repayment plan for the \$250,000 loan and use of outlets under the Oaks Project. Mr. Coffey responded that the repayment would be \$14,500 monthly and that the additional outlets were requested by residents.

Mr. Maino voiced his concerns about the condition of the greens on the golf course and proposed allocating \$100,000 from the FY20 budget to fix 4 greens (6,7,13, and 15) during the spring/summer. He suggested using the \$75,000 from the Lake Bank Project to cover a portion of the money. Mr. Cruz suggested that if the greens are getting repaired then the irrigation and design issues should also be fixed. Mr. Coffey suggested putting the proposal as an agenda item for the 2<sup>nd</sup> BOT meeting in February. Staff will research and bring back proposals to consider. Mr. Compton asked if repairing the greens will increase revenue. Mr. Cruz responded that he was unsure.

Mr. Loveland expressed his gratitude for having Mr. Maino, an avid golfer on the BOT. He also spoke about understanding the difference between revenue generating amenities vs. free amenities. Mr. Klosky spoke in favor of the 10% golf membership increase. Mr. Loveland and Mr. Maino spoke in favor of 2.5% food and beverage increase. Mr. Maino had various questions about the budgeting process and how it moves forward. Mr. Coffey explained the process.

### **Adjournment**

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

Meeting adjourned at 8PM

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Roger Compton, Secretary

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Stephanie Brown, District Clerk

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# **BAREFOOT BAY RECREATION DISTRICT**

**Townhall Meeting  
Sebastian River Medical Center Proposal  
Tuesday, February 4, 2020 at 7PM  
Building D&E**

## **Welcome**

The Barefoot Bay Recreation District Board of Trustees held a Townhall meeting on February 4, 2020 at the Lounge, 625 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. Compton, Ms. Henderson, and Mr. Loveland and Mr. Maino. Also, present, John W. Coffey, ICMA-CM, Community Manager and Stephanie Brown, District Clerk, Ralph Taylor and Becky Boyle with Sebastian River Medical Center.

## **Review of the Sebastian River Medical Center Proposal**

Ralph thanked everyone for coming. He stated how important it was for residents to have medical service in Barefoot Bay. Mr. Taylor gave background on the project and explained the proposal, which includes staffing two doctors (1 specialist) and a Nurse Practitioner. He also stated that an analysis was performed, and it was confirmed that the proposed area was zoned for a commercial building and parking.

## **Audience Participation**

Richard LePage-asked about the type of services and equipment the medical office would have. Mr. Taylor responded that it would be a primary care walk-in clinic. He also stated that there wouldn't be any stress testing machines due to the size of the office, but there would be an X-Ray machine, portable ultrasound and EKG equipment. There will also be the ability to perform blood work at a draw station.

Rich Schatlow-asked about lease pricing, insurance and if creating additional parking was allowed. Mr. Taylor responded that Stuart Medical Group would cover insurance on the clinic, and he does have something in writing regarding the approval to creating parking. Additionally, Mr. Taylor stated that he would not be sure about lease pricing until an appraisal was performed. Mr. Schatlow also spoke about the lack of parking near the water and sewer office.

Dave Wheaton-Proposed to the BOT to sell the land between the banks for the medical center project. He stated that it could be more economical for Sebastian Medical Center. Mr. Taylor responded that he would like to provide as many services as possible with the smallest footprint on greenspace.



## BAREFOOT BAY RECREATION DISTRICT

Diana Buck-Asked questions about emergency services. Mr. Taylor responded that EMS would be responsible for emergency services and that you would still need to dial 911. Ms. Buck spoke in favor of an office that offered more emergency care.

James Morrissey-Stated more parking spaces would be needed than what the current proposal states. Mr. Taylor responded that the water district may be a better location to allow the use of existing parking spaces with golf carts being parked in the green space. Mr. Morrissey also asked about the monetary benefit the clinic would be to Barefoot Bay. Mr. Taylor responded that the benefit would be the land lease over the course of 5 years.

Robert Schmidt-Suggested leasing the existing empty suite space in the Shopping Center to reduce the green footprint.

Jeff Grunow-Spoke in favor of the proposal but stated that parking would be an issue. He voiced that BBRD also uses some of the proposed green space for different community events. Mr. Grunow spoke in favor of placing the medical clinic between the two banks.

Louise Crouse-Voiced her concern about parking. She stated that there is no accessibility for people with disabilities or safe pathways to the proposed location of the medical clinic near the water and sewer office. Mr. Taylor responded that they are open to putting the building wherever the residents decide.

Patrick Shaw- Asked if the office would be an Urgent Care. Mr. Taylor responded that it would be a primary walk-in clinic with extended hours and open on Saturdays. Mr. Shaw voiced his concern about what would happen with the current Sebastian medical office. Mr. Taylor stated it would depend on this meeting and if the proposal was approved, they would close the current office.

Katherine Lesh- Questioned if the same doctors will be in the new office, that are in the current Sebastian walk-in clinic office. Ms. Boyle responded that one of the doctors would be moving to the new office if the proposal is approved.

Nancy Berry-Asked if the extended hours could be extended even further and if Sunday operating hours were a possibility. Mr. Taylor responded yes to both questions and stated it would be based on demand.

Nancy Isley-Voiced concerns about the private property lines near Wells Fargo.

Ronda Robinson-Voiced her concern about pricing for services based on negative patient experience/comments about Sebastian River Medical Center. Mr. Taylor responded that Sebastian River Medical Center is hospital base pay system and that the clinic would be a physician office-based pay system (outpatient service).

M.J Kalish-Stated that there are more parking options by the midway entry.



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Mike Salamone-Asked if the land between the two banks could be leased? Mr. Coffey responded yes. Mr. Taylor stated that the zoning would need to be checked on the land banks to make sure it is zoned as commercial.

Lorraine Andrews-Voiced her concerns about parking. She spoke in favor of the lake bank location for the clinic.

Mr. Maino- Asked if they would consider leasing the suite in the Shopping Center. Mr. Taylor responded that they tried to lease the space previously, but the space is only a third of the size that they need. Mr. Maino also spoke in favor of using the land between the banks.

Mr. Klosky-Had questions about the timeline and the different contract options. Mr. Taylor stated that the building could be up in 12 weeks. Moving into the building would occur around June and accepting patients no later than August. Mr. Taylor stated the two contract options consist of leasing or buying the land. The difference between those two options is paying more up front by buying or more on the back end with leasing.

Ms. Henderson-Wanted to know if they would be willing to remove everything if the clinic does not work out long-term. Mr. Taylor responded that they would remove whatever the BBRD would want removed.

Mr. Loveland-Had questions about what type of clinic it is, upfront costs and outside advertising. Mr. Taylor responded that the clinic is not an ER, but a primary walk-in clinic and that there are no upfront costs to Barefoot Bay. Mr. Taylor stated they are estimating around 60 patients coming a day and advertising outside the bay will be up to residents. Mr. Loveland also explained how insurance pricing is set.

Mr. Compton-Suggested putting the Clinic on the Westside of the parking lot.

Mr. Coffey-Stated Mr. Repperger advised the proposal would need to be voted on twice.

*BOT would like a conceptual proposal to be created and property appraisal done. Staff is directed to then send that information to Mr. Repperger.*

### **Adjournment**

Mr. Maino made a motion to adjourn. Second by Mr. Loveland. Mr. Klosky adjourned.

Meeting adjourned at 8:11 PM

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Roger Compton, Secretary

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Stephanie Brown, District Clerk

# Barefoot Bay Recreation District

## Treasurer's Report

February 25, 2020

### Cash Balances in General Fund as of 2/17/20

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

### Operating Cash in Banks

MB&T Operating Account 3,457,089.84  
**Total Operating Accounts:** **3,457,089.84**

### Interest Bearing Accounts

SBA Reserve Account 694,992.85  
**Total Interest Bearing Accounts** **694,992.85**

**Total Cash Balances in General Fund:** **\$ 4,154,582.69**

### Total Daily Deposits and Assessments Received for 1/22 - 2/17/20

Daily deposits: \$ 250,844.14  
Assessments received: 291,053.31  
**Total Deposits Received** **\$ 541,897.45**

### Expenditures over \$5,000 for 1/22 - 2/17/20

Check Number	Vendor	Description	Check Amount
54664	Complete Electric Inc.	Installment for FPE Electrical Panels	14,520.00
54714	Florida Power & Light Co	Electricity: 12/19	6,163.78
54763	Health First Health Plans Inc	Employee Health Insurance: 2/20	23,265.77
54746	Barefoot Services, Inc	Final Payment for Band Shell	10,250.00
54769	MSL, P. A.	Installment Payment #2 - FY19 Audit	8,000.00
54800	ABM Landscape & Turf Services	Golf Course & Ball Field Maint. - 2/20	38,691.16
54849	Special District Services, Inc	Management Fees: 1/20	13,264.29
54855	US Foods	Foodstuff and supplies	6,946.45
54827	Florida State Golf Association	Handicap Service	5,382.00
54817	Carroll Distributing Company	Beverage Supplies	5,023.55
	Florida Department of Revenue	Sales Tax: January 2020	17,351.74
	United States Treasury	Payroll Taxes - PPE 2/2/20	20,865.89
	Paychex	Net Payroll - PPE 2/2/20	66,602.01
	United States Treasury	Payroll Taxes - PPE 1/19/20	21,221.11
	Paychex	Net Payroll - PPE 1/19/20	69,054.93
<b>Total Expenditures over \$5,000</b>			<b>\$ 326,602.68</b>

## Board of Trustees Meeting Agenda Memo

Date: Tuesday, February 25, 2020  
Title: **Name the Facilities Contest Proposal**  
Section & Item: 8.A  
Department: Administration, District Clerk  
Fiscal Impact: TBD  
Contact: Roger Compton, Secretary, John W. Coffey ICMA-CM, Community Manager  
Attachments: Name a building proposal  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Review proposal refined by Mr. Baldwin and Trustee Compton and direction to staff.

### Background and Summary Information

At the January 10, 2020 BOT meeting, Mr. Baldwin presented his proposal and the BOT decided to have Mr. Baldwin and Trustee Compton refine the proposal and bring it back to this agenda. The text from the original agenda memo is provided below in italic.

*Historically, with the exception of the walking trail (TuTu Trail) and the Administration Building, facilities in BBRD have generic names with buildings using letters of the alphabet and pools using integers for names. Mr. Baldwin proposes having a contest to solicit names for facilities and voting by residents to select the new names.*

*Staff cautions the reader to remember that placing new lettering on buildings and signs has a cost (amount depends upon desired quality of signage/letters). Additionally, staff recommends the Administration Building not be included in the contest if the BOT wishes to pursue Mr. Baldwin's proposal.*

Staff requests direction from the BOT regarding this matter.

## Name the Facilities Contest

Barefoot Bay is the largest manufactured home community in Florida with around five thousand homes and ten thousand seasonal or full time residents. The main facility buildings have perhaps, the most unimaginative names possible for this community. Current designations of A, B, C, D, E, pool 1, pool 2, pool 3, and NAB (the new administration building), seem to be used as place holders until better names were suggested in the future. The future is here now and I propose a contest be held to rename these facilities.

The following shall apply:

1. Contest will run from February 1, 2020 through March 1, 2020. Announcement of the contest to be published in the Peak at the Week and the Tattler.
2. Submissions to be made for new names for the A, B, C, D&E, pool 1, pool 2, pool 3, the NAB and the lakeside pavilion.
3. Submitted names for each building must begin with the letter of the current name. For example, the A building must have a new name beginning with the letter "A".
4. The new administration building, the lakeside pavillion, and the pools are exceptions to rule 3.
5. No facility to be named after person living or dead.
6. Names with tropical, Floridian, easy living, native plants or animals are preferred.
7. Submissions to be made on Facebook through Barefoot Bay Community or by written entry that will be available in the CVO office.
8. Once the top 3 most popular names for each facility are determined, they will be voted on by a poll conducted on Facebook Barefoot Bay Community and by ballot in the CVO office.
9. The most popular names will be submitted to the Board of Trustees for final consideration. The board will have the option of voting to accept the newly proposed names, or decide to not make any or all changes.
10. Regardless of the Board decision, a winner will be chosen from each submission that recieved the most votes for each facility. In the event the same popular name was submitted by multiple people, the winner will be determined by drawing name from a hat.
11. Prizes for winners to be determined. Suggest the prizes be awarded by the CVO and be along the lines of free tickets to a Barefoot Bay event, certificate, or whatever chosen suitable by the CVO.

Respectfully submitted,

George Baldwin  
648 Marlin Circle  
585 451-9889

Rev 1.1



## Board of Trustees

## Meeting Agenda Memo

Date: Tuesday, February 25, 2020  
Title: **Steward Medical Group Proposed Land-Lease**  
Section & Item: 8.B  
Department: Administration, District Clerk  
Fiscal Impact: TBD  
Contact: John W. Coffey ICMA-CM, Community Manager  
Attachments: email from R. Taylor, 200214 Feasibility Report Barefoot Bay Clinic Rev2, Barefoot Bay Ground Lease LOI\_update\_  
  
Reviewed by  
General Counsel: Will be completed by date of meeting  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Review of proposal and direction to staff.

### Background and Summary Information

On February 4, 2020, the BOT held a Townhall Meeting with Steward Medical Group (SMG) representations to review their proposal to contract for a land-lease with BBRD so they could construct a modular walk-in clinic. On February 17, 2020, SMG submitted the attached documents.

As of the publication date of this agenda (February 18, 2020), General Counsel Repperger and staff had not yet completed their review of the documents.

## John Coffey

---

**From:** Taylor, Lonnie (Ralph) <lonnie.taylor@steward.org> on behalf of Taylor, Lonnie (Ralph)  
**Sent:** Monday, February 17, 2020 10:12 AM  
**To:** 'John Coffey'  
**Subject:** Submission  
**Attachments:** 200214 Feasibility Report Barefoot Bay Clinic Rev2.pdf; Barefoot Bay Ground Lease LOI\_update\_.docx

John,

Please find attached the new proposal with moving the building to the site which the majority of those in attendance at the town hall requested.

Also note, the parking lot has been added (20 spaces w/lighting) to accommodate the new building.

The second attachment is the land lease which is based on the market value of the proposed site.

If you have any questions please let me know.

Thanks

**Ralph Taylor, RN, MSN, MHA CNOR**  
**Chief Nursing/Operating Officer**  
13695 US Highway 1 Sebastian, Florida 32958  
Tel: 772-581-2042 | Cell 352-587-4972 | Fax 772-388-3689  
[Lonnie.taylor@Steward.org](mailto:Lonnie.taylor@Steward.org)  
**Sebastian River Medical Center – A Steward Family Hospital**



Heidi Signore  
Vice President, Practice Operations  
Steward Medical Group

**February 14, 2020**

Requestor: Ralph Taylor  
Purpose: Business Initiative

Re: Feasibility Study Report – **REV 2**  
New Barefoot Bay Modular Clinic  
PID No. – 2019.1050.SEB

Dear Heidi,

Please find enclosed a Feasibility Report. This Study summarizes your program objective, existing conditions and project conceptualization, designed to support your Business Plan submittal. Below is our report, with supporting documentation.

**PROGRAM - OBJECTIVES AND DESCRIPTION**

***Sebastian River Medical Center and Steward Medical Group have requested to partner with Barefoot Bay to construct a Walk-In clinic inside the Barefoot Bay Community that will provide primary care physicians, diagnostic imaging (X-Ray), and lab draw capabilities to the community.***

**SCOPE - SUMMARY OF EXISTING CONDITIONS**

Barefoot Bay is an unincorporated, deed-restricted manufactured home community, recreation district, and water & sewer district in southern Brevard County, Florida. Barefoot Bay is the largest manufactured home community in the state of Florida.

***The proposed location for the new Walk-In clinic is on a vacant plot of land, within Barefoot Bay, on Buttonwood Street between the Wells Fargo Bank and the Valley Bank. The proposed land is zoned for Retail Commercial. There is currently no parking spaces or access road to this proposed lot.***

Existing site utility plans were not available at the time of preparing this report. Recent plans filed with the county for the adjacent Bank site provide partial information on site utilities. It is assumed that all remaining site utilities are sufficient to support the proposed modular building and its occupants.



#### **SCOPE - ANTICIPATED FACILITY CHANGES**

- A new civil site survey of the existing site will be required.
- A new geotechnical investigation of the site will be required.
- ***The existing site will require minor re-grading and preparation to accept a new modular building and associated parking lot.***
- Structural footings will be installed to accept the new modular building.
- Lightning protection and hurricane tie downs will be provided for the modular building.
- All utilities will be extended to the new building location (water, sewer, electrical, and network communication)
- A new modular building would be purchased and placed on the vacant land. An option to lease the modular building has also been provided
- ***The modular building will include stairs and an ADA accessible ramp with a canopy which will cover the entire length of the ramp.***
- The proposed modular building will include the following rooms:
  - Visitor waiting room
  - (2) Public restrooms
  - Reception area
  - (2) Private Offices
  - (6) Exam rooms
  - X-ray room
  - Lab
- ***A range of costs has been included for a 20-space parking area to the NE side of the proposed modular building. The final costs will vary depending on final civil design to include storm water management, landscaping, and site lighting.***
- ***It is anticipated that stormwater treatment will be required for the proposed parking lot by Brevard County and /or St John's River Water Management District. To maximize the parking footprint, underground treatment is conceptually proposed using StormTech chambers. Alternate methods of treatment will be considered through discussions with the landowner and Brevard County.***



### **SCOPE – FURNITURE FIXTURES AND EQUIPMENT PROVISIONS**

- The project will require the purchase and installation of Furniture, Fixtures, and Equipment (FFE) as noted below.
- A Carestream Mobile X-Ray machine is included in this budget. **An option to lease the X-Ray machine has also been provided.**

<b>Furniture</b>	<b>Qty.</b>	<b>Equipment - Exam Rooms</b>	<b>Qty.</b>	<b>Additional Equipment</b>	<b>Qty.</b>
Office Desk	2	Soiled / Clean Linen Hamper	6	Bariatric Scale	1
Task Chairs	4	Waste Receptacle/Hinge Lid, 23 Gallon	6	Height Rod	1
Office Guest Seating (side chairs)	4	Biohazard Receptacle, 8 Gallon	6	ECG Machine	1
Exam Seating (side chairs)	12	Glove Box Holder, 3 Box Capacity	6	ECG Cart	1
Reception Seating - Standard	15	Sharps Container, 3 Gallon, Wall Mtd.	6	Wheelchair	2
Reception Seating - Bariatric	1	Exam Stool	6	Mobile X-ray	1
Reception End Tables	4	Exam Table (Non-Powered)	6		
Kitchen Tables	1	Diagnostic Set, Wall Mtd. (Sphg/Oto/Oph/Spec/Therm)	6		
Kitchen Seating (sitonit RIO)	6	Soap Dispenser, Wall Mtd., Bobrick, Manual	6		
Misc furniture	1	Paper Towel Dispenser, Bobrick, Z-Fold	6		
Staff Lockers	0	Hand Sanitizer Dispenser, Wall Mtd.	6		
Appliances	1	Sanitizer Wipe Dispenser, Wall Mtd	6		
		Blood Pressure	6		

### **SCOPE – INFORMATION SYSTEMS PROVISIONS**

- A new network connection would be required for all data and phone communication to the Steward internal network. ***This could have up to a 90-day lead time with the local utility provider.***
- The project will require a full complement of IT infrastructure to include structured cabling, software, and hardware. A final listing of all devices will be provided by the Steward IS team upon budget approval.
- Structured cabling will be installed by a Steward approved vendor and is included in this project budget.

### **SCOPE - REGULATORY CONSIDERATIONS**

- Brevard County Unincorporated will require approval of all site plan improvements.
- ***St Johns River Water Management District will require approval of all site plan improvements.***
- Brevard County Unincorporated will require approval of all building permits.
- The services in this building are to be SMG provided and not included in the hospital license.

### **CONSTRUCTION - WORK PLAN, SCHEDULE & LIMITATIONS**

- Steward Capital Approval 1 Month
- Lease Execution 1 Month
- Site Survey / Design 2 Months
- Permitting 2 Months
- Internet Connection 3 Months
- Construction 2 Months
- Building Installation / Inspections 2 Weeks
- Occupancy 2 Weeks



**OPTION 1 - TOTAL PROJECT COST PROJECTIONS WITH  
PURCHASED MODULAR BUILDING AND EQUIPMENT**

1. Construction	\$295,000
2. Parking Lot Construction	\$200,000
<i>(Actual costs will vary \$100k - \$200k depending on final civil design to include storm water management, landscaping, and site lighting)</i>	
3. Professional Services	\$125,000
4. Studies, Surveys, Permits	\$19,500
5. LV Fixed Equipment & Install	\$22,500
6. Financing and Administration	\$5,000
7. Contingency	\$30,000
8. Non-Fixed Furniture, Fixtures, Equipment	\$70,000
9. Mobile X-ray	\$150,000
10. Modular Building Purchase	\$250,000
11. Non-Fixed IT Hardware	\$20,000
<b>TOTAL</b>	<b>\$1,187,000</b>

**OPTION 2 - TOTAL PROJECT COST PROJECTIONS WITH  
LEASED MODULAR BUILDING AND EQUIPMENT**

1. Construction	\$295,000
2. Parking Lot Construction	\$200,000
<i>(Actual costs will vary \$100k - \$200k depending on final civil design to include storm water management, landscaping, and site lighting)</i>	
3. Professional Services	\$125,000
4. Studies, Surveys, Permits	\$19,500
5. LV Fixed Equipment & Install	\$22,500
6. Financing and Administration	\$5,000
7. Contingency	\$30,000
8. Non-Fixed Furniture, Fixtures, Equipment	\$95,000
9. Non-Fixed IT Hardware	\$20,000
<b>TOTAL</b>	<b>\$812,000</b>



### **LEASE CONSIDERATIONS**

- A Land Lease with Barefoot Bay for the use of the land below the modular building will be required.
- **An option to lease the modular building is available for \$4,500 per month for a minimum of 60 months. The building would be removed after 60 months if the lease was not renewed.**
  - **Approximately \$35,000 would still be required for the modular building delivery, set up, skirting, steps, and ADA ramp.**
- **An option to lease the portable X-ray unit is available.**

### **EXHIBITS**

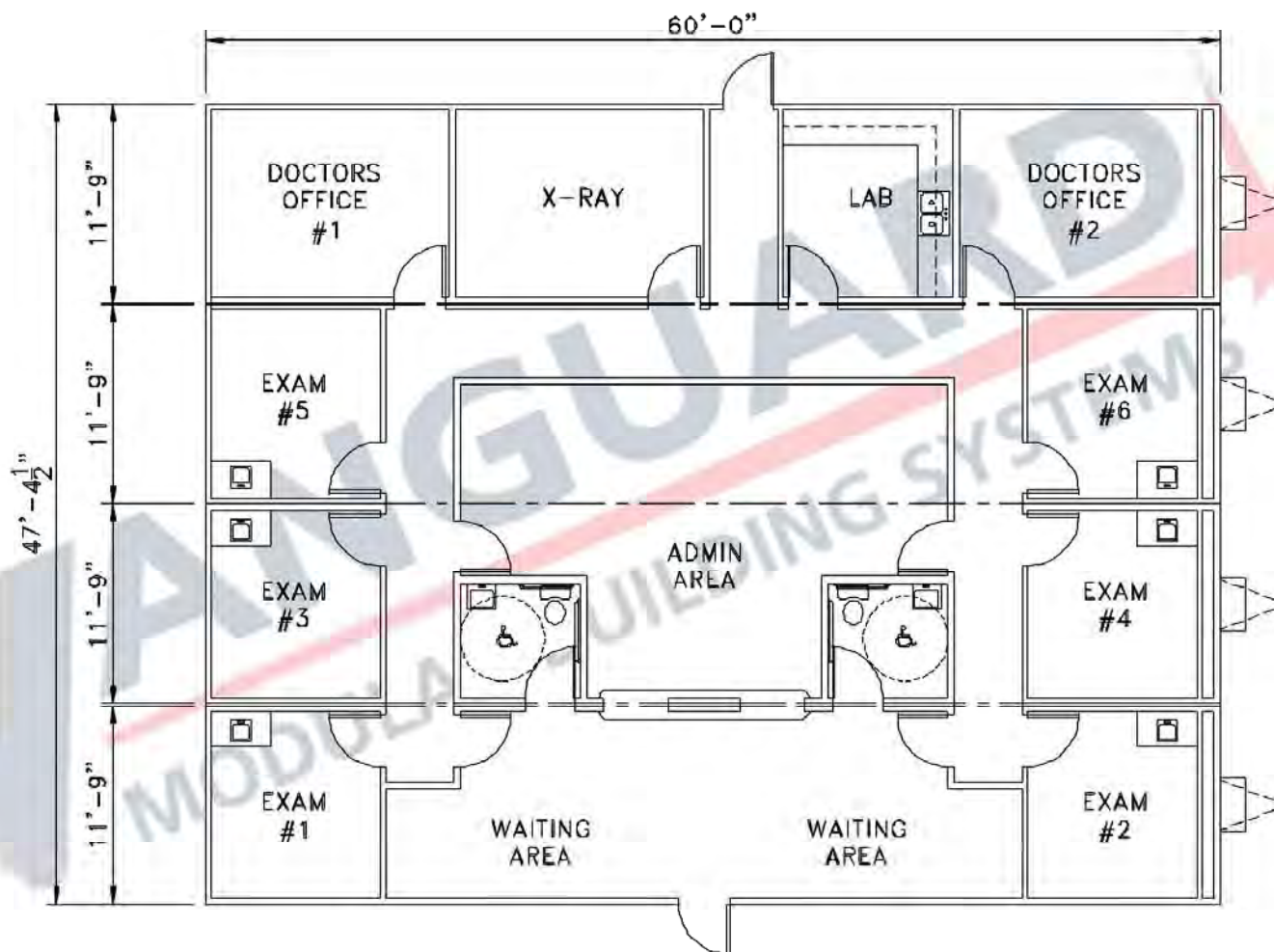
- A. Projected Concept Schedule
- B. Projected Budget
- C. Concept Diagrams

Very truly yours,

A handwritten signature in cursive script that reads "Shawn T. Murray".

Shawn Murray, CHC  
Director Capital Project Management – Central Division  
(321) 307-5562

CC: Ashley Koch  
Mark Scheyer  
Daniel Knell  
Ralph Taylor  
Rebecca Boyle  
Scott Kenyon  
Bob Gendron  
Michaela Avitabile  
Jill Judd  
Kate Lauzon





# Barefoot Bay Walk-In Clinic

## Concept Project Schedule

Fri 2/14/20



ID	Task Name	Duration	Start	Finish	2020					2021	
					Qtr 4	1st Half Qtr 1	Qtr 2	2nd Half Qtr 3	Qtr 4	1st Half Qtr 1	
1	<b>Total Project Duration</b>	<b>164 days</b>	<b>Tue 2/11/20</b>	<b>Fri 9/25/20</b>							
2	Steward Capital Committee Approval	20 days	Mon 2/17/20	Fri 3/13/20		2/17					
3	Land Lease Execution	20 days	Tue 2/11/20	Mon 3/9/20		2/11					
4	Site Survey / Design	40 days	Mon 3/16/20	Fri 5/8/20		3/16					
5	Permitting (County/SJRWMD)	40 days	Mon 5/11/20	Fri 7/3/20			5/11				
6	Netowrk Connection	60 days	Mon 5/11/20	Fri 7/31/20			5/11				
7	Construction (Parking lot/Bldg)	40 days	Mon 7/6/20	Fri 8/28/20				7/6			
8	Building Installation / Inspections	10 days	Mon 8/31/20	Fri 9/11/20					8/31		
9	Occupancy	10 days	Mon 9/14/20	Fri 9/25/20						9/14	

### Project Team:

RUSH

Steward Medical  
Group

# BUDGET - Barefoot Bay Walk-In Clinic - 2/14/20



Description	Cost Code	Option 1	Option 2	Project Notes
1	2,880			
	Construction Area (GSF):			
2	Construction Costs - Subtotals	\$495,000.00	\$495,000.00	
3	(C1) CM Primary Construction	\$275,000.00	\$275,000.00	ROM estimate
4	(C2) CM Secondary Contractor/s			
5	(C3) Construction Contingency	\$200,000.00	\$200,000.00	Parking improvements
6	(C4) Offsite Work, Special Utilities and Fees	\$20,000.00	\$20,000.00	
7	(C5) Construction Costs Misc			
8	Professional Services - Subtotals	\$125,000.00	\$125,000.00	
9	(P1) A/S/ID/MEP/C	\$60,000.00	\$60,000.00	Civil, MEP, Structural
10	(R1) A/S/ID/MEP/C Reimbursables	\$5,000.00	\$5,000.00	
11	(P2) Project Management Fees	\$60,000.00	\$60,000.00	
12	(R2) Project Management Reimbursables			
13	(P3) Equipment Planner Fee			
14	(R3) Equipment Planner Fees - Reimbursables			
15	(P4) Relocation Manager Fees			
16	(R4) Relocation Manager Fees - Reimbursables			
17	(P5) Commission Planner Fees			
18	(R5) Commission Planner Fees - Reimbursables			
19	(P6) Peer Review Fees			
20	(R6) Peer Review Fees - Reimbursables			
21	(P7) Professional Services Misc			
22	(R7) Professional Services Misc- Reimbursables			
23	Studies, Surveys, & Permits - Subtotals	\$19,500.00	\$19,500.00	
24	(S1) Planning & Feasibility Studies	\$9,500.00	\$9,500.00	
25	(S2) Federal, State, Local Plan Review Fees	\$5,000.00	\$5,000.00	SJRWMD
26	(S3) Misc. Testing & Inspection, CM Preconstruction			
27	(S4) Hazardous Material Testing / Abatement			
28	(S5) Traffic & Parking Studies			
29	(S6) Geotech Investigation	\$5,000.00	\$5,000.00	
30	(S7) Studies, Surveys, & Permits Misc			
31	LV Fixed Equipment & Installation - Subtotals	\$22,500.00	\$22,500.00	
32	(I1) Security CCTV, Card Access	\$7,500.00	\$7,500.00	
33	(I2) Structured Cabling	\$10,000.00	\$10,000.00	
34	(I3) Nurse Call / Public Address Systems			
35	(I4) Signage	\$5,000.00	\$5,000.00	
36	(I5) Fixed Equipment & Installation Misc			
37	Financing & Administrations - Subtotals	\$5,000.00	\$5,000.00	
38	(L1) Legal Fees	\$5,000.00	\$5,000.00	
39	(L2) Insurance			
40	(L3) Developer Fees			
41	(L4) Financing and Administration Misc			
42	Contingencies - Subtotal	\$30,000.00	\$30,000.00	
43	(X1) Contingency	\$30,000.00	\$30,000.00	
44	(X2) Project Contingency			
45	Furnishings, Fixtures, and Equipment Subtotal	\$470,000.00	\$95,000.00	
46	(F1) Includes Storage, Moving & Installation			
47	(F2) Furniture, Furnishings, Artwork, Window Treatment	\$20,000.00	\$20,000.00	office, admin, exam
48	(F3) Graphics, Displays, Interior Landscape			
49	(F4) Equipment - Medical, Patient Monitoring (Telemetry)	\$200,000.00	\$40,000.00	Portable Xray purchase vs lease
50	(F5) FF&E Misc	\$250,000.00	\$35,000.00	Modular Bldg purchase vs lease
51	Non-Fixed IT & Biomed Hardware	\$20,000.00	\$20,000.00	
52	(T1) IT Desktop Hardware	\$10,000.00	\$10,000.00	
53	(T2) IT Network (Racks, Switches, Wireless Access Points)	\$10,000.00	\$10,000.00	
54	(T3) Bio-Med Network & Hardware			
55	(T4) IS Applications / Software Development			
56	(T5) Audio and Visuals			
57	Fixed Assets	\$697,000.00	\$697,000.00	
58	Non - Fixed Costs	\$490,000.00	\$115,000.00	
59	Total Project Costs	\$1,187,000.00	\$812,000.00	

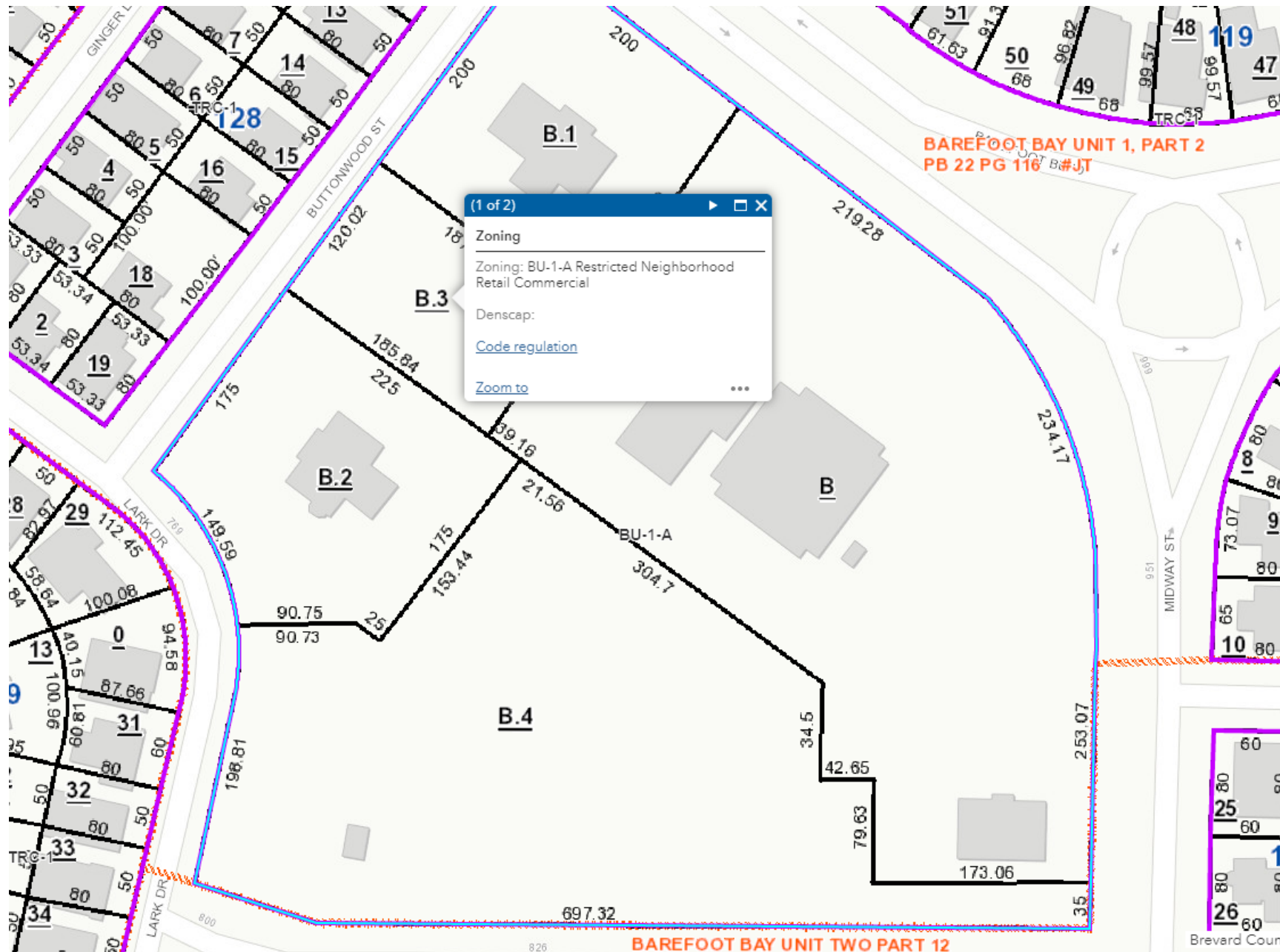




Proposed parking lot  
for 20 spaces

Proposed location for  
30' x 60' modular  
building







Steward Health Care  
1900 N Pearl Street, Suite 2400  
Dallas, TX 75201  
F: 469-341-8997  
[www.steward.com](http://www.steward.com)

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February 11, 2020

Barefoot Bay Recreation District  
c/o Barefoot Bay Board of Directors  
625 Barefoot Blvd.  
Barefoot Bay, FL 32796

**RE: Ground Lease for new modular medical clinic  
825 Hawthorn Circle, Barefoot Bay, FL 32976**

Honorable Board of Directors:

The following outlines the basic business terms and conditions upon which Steward Medical Group, (“Tenant”) would be willing to enter in to a long term ground (“Lease”) located at the subject vacant lot as more particularly set forth in this letter of intent (“Letter of Intent”).

**Landlord:** Barefoot Bay Recreation District  
625 Barefoot Blvd.  
Barefoot Bay, FL 32796

**Tenant:** Steward Medical Group  
c/o Steward Health Care, LLC  
1900 Pearl Street, Suite 2400  
Dallas, Texas 75201  
Attn: Christy Pennington-Deputy General Counsel-Real Estate

**Leased Premises:** Approximately .51 acre lot with a legal description of Barefoot Bay Unit 2 Part 11 part of tract B as described in exhibit A Orb 3684 Pg 2999: Tax parcel ID 30-38-10-JT-B.3 – Assessed value \$73,310

See attached, Exhibit “A”

**Term:** The Term of the Lease shall be five (5) years

**Extension Term(s):** Tenant shall be granted two (2) options to renew the subject Lease for five (5) years each by delivering written notice of such to Landlord no less than 90 days prior of Lease Expiration.

**Rent:** **Tenant is willing to pay an annual rental rate equal to 9% (\$6,597.90) of the appraised value of the total land area needed as defined in the Leased Premises above.**

**Operating Expenses:** Tenant shall be responsible for reimbursing Landlord for Real Estate taxes, insurance on the leased premises.



Steward Health Care  
1900 N Pearl Street, Suite 2400  
Dallas, TX 75201  
F: 469-341-8997  
[www.steward.com](http://www.steward.com)

---

**Utilities:** Tenant shall be responsible for obtaining and paying for any utilities that Tenant may require, including, without limitation, any internet or telecommunications services.

**Improvements:** Tenant shall take the Leased Premises in “AS IS” condition with the exception of Landlord providing a temporary construction easement for the purposes of Tenant bringing utility service to the Lease Premises. Tenant will be required to construct a paved parking area on the leased premises.

We look forward to executing this Letter of Intent and to negotiating a mutually agreeable lease with respect to the Leased Premises. Landlord and Tenant each acknowledge that this Letter of Intent is non-binding and is in no way intended to be a complete or definitive statement of all the terms and conditions of the proposed transaction, and that the negotiation and execution of a mutually satisfactory lease agreement shall be required. All terms and conditions outlined are subject to change or withdrawal without notification to either party.

If the terms and conditions set forth are acceptable to you, please acknowledge your assent on behalf of the Tenant with the signature of a duly authorized individual where indicated below, and then kindly return the same to me.

Sincerely,

**Brad Hardy**  
**National Director Corporate Real Estate**

Barefoot Bay Recreational District

By: \_\_\_\_\_

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





Steward Health Care  
1900 N Pearl Street, Suite 2400  
Dallas, TX 75201  
F: 469-341-8997  
[www.steward.com](http://www.steward.com)

**Exhibit "A"**





## Board of Trustees Meeting Agenda Memo

Date: Tuesday, February 25, 2020  
Title: **Shopping Center Lease Proposal for Building #2, Unit #3**  
Section & Item: 8.C  
Department: Shopping Center  
Fiscal Impact: \$14,876.64  
Contact: Charles Henley, Finance Manager, John W. Coffey ICMA-CM, Community Manager  
Attachments: Tentative Lease Agreement - John McCarthy  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Consideration of the lease proposal by John McCarthy for Building #2 Unit #3 (The Doctor's Office).

### Background and Summary Information

On January 28, 2020, the BOT rejected a proposal by John McCarthy to lease Unit #3 and part of Unit #2 in Building #2 and directed staff to negotiate on its' behalf. At said meeting, the BOT authorized staff to negotiate with prospective tenants in the future rather than the past practice of bringing lease proposals straight to the BOT.

During negotiations, staff also received a proposal by Ninette Ierome (aka RJ's Family Restaurant) to lease the same space (for a variety of purposes) which was later withdrawn.

Please see the attached Tentative Lease Agreement.

The Community Manager recommends the BOT accept the proposal by John McCarthy to lease Building #2, Space #3 and direct the BBRD attorney to draft a lease agreement based upon the signed Tentative Lease Agreement for Chairman Klosky's execution.



## Barefoot Bay Recreation District

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

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

### Tentative Shopping Center Lease Agreement\*

Unit: Old Doctor's Office

#### Agreed upon terms

- Lease starts no later than May 1, 2020 or on date of execution of lease (whichever is sooner)
- Lessee shall only operate services related to a bakery/food service license. Any other services will require amendment to the lease
- 2 months free rent, cam and taxes (started upon issuance of initial Brevard County permit [lease must apply for necessary permits within 10 business days of BOT approval of leasing terms])
- 5-year lease term, with two renewals (based on 60 days' notice from both parties)
- \$10/s.f.
  - First year (annualized) costs:
  - Base rent \$11,469.96, CAM \$1,858.20, real estate tax \$1,548.48, and sales tax
  - At start of third year, annual 1.75% increase in rent. CAM and taxes to be adjusted annually
  - Upon renewal of lease, annual 1.75% increase in rent will be in effect for each year of the lease.
- Lessee is responsible for obtaining all applicable permits for demo and buildout
- Lessee shall provide BBRD plans for all work to modify electrical, HVAC, plumbing and/or structural changes (excluding non-load bearing walls) a minimum of 10 business days prior to commencement of work so BBRD's engineers can review for compliance to building and life safety codes. BBRD reserves the right to have engineers/licensed trades persons inspect any such work after completion.
- BBRD to install new electrical panel to handle equipment needs of leasee (leasee shall provide specifications within 10 business days of BOT approval of leasing terms)
- Lessee has first right of refusal on future rental of vault (can match any other offers made on the vault)
- Lessee has permission to demo one restroom (furthest restroom from front door)

\* Does not constitute a formal agreement to lease a unit on behalf of Barefoot Bay Recreation District. Signatories simply agree that the above stated terms represent an agreed upon set of terms to present to the BBRD Board of Trustees who have sole authority to award, deny or modify the terms contained herein.

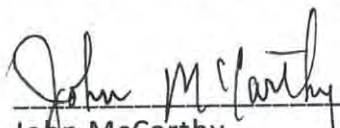
- Lessee agrees to a maximum of two tables and 4 chairs for public use inside the unit.
- Lessee is allowed to place chairs and tables on the sidewalk in front of the unit as long as they do not infringe upon ADA clearance requirements as determined by BBRD.

Terms parties do not agree upon

- None

  
 John W. Coffey, ICMA-CM  
 BBRD Community Manager

2-18-2020  
 Date

  
 John McCarthy  
 Prospective Lessee

2-18-2020  
 Date

\* Does not constitute a formal agreement to lease a unit on behalf of Barefoot Bay Recreation District. Signatories simply agree that the above stated terms represent an agreed upon set of terms to present to the BBRD Board of Trustees who have sole authority to award, deny or modify the terms contained herein.

## Board of Trustees Meeting Agenda Memo

Date: Tuesday, February 25, 2020  
Title: **FY19 Audit Presentation**  
Section & Item: 9.A  
Department: Administration, Finance  
Fiscal Impact: N/A  
Contact: Charles Henley, Finance Manager, John W. Coffey ICMA-CM, Community Manager  
Attachments:  
Reviewed by  
General Counsel: No  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Review and Acceptance

### Background and Summary Information

To review and approve annual audit report prepared by Barefoot Bay Recreation District's independent auditors, Moore Stephens Lovelace, P.A. An electronic copy will be provided to the BOT and placed on [www.bbbrd.org](http://www.bbbrd.org) prior to the meeting. Additionally, the BOT will be provided a hard copy of the Audit Report at the meeting.

The report is required to be submitted to the State of Florida by June 30, 2020.

Staff recommends the BOT accept the presented FY19 Audit Report.

## Board of Trustees

## Meeting Agenda Memo

Date: Tuesday, February 25, 2020  
Title: **DOR Violation 19-002488 368 Egret Circle**  
Section & Item: 9.B.i  
Department: Resident Relations, DOR  
Fiscal Impact: N/A  
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager  
Attachments: BOT Affidavit of Notices 19-002488  
Reviewed by  
General Counsel: No  
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

First Violation occurred on 6/5/2019, 12 follow ups and 12 photos have been done since first Violation. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail and Certified Mail. Property 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.

**BAREFOOT BAY BOARD OF TRUSTEES  
BREVARD COUNTY, FLORIDA**

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 19-002488

#1587/ 19-002488

MILLER, EDWARD M

368 EGRET CIR

SEBASTIAN, FL 32976

Respondent(s),

**STATEMENT OF VIOLATION**

PURSUANT to the Article(s) listed below, of the Barefoot Bay Deed of Restrictions, the undersigned DOR Enforcement Officer hereby gives notice of a violation or violations of the Deed of Restrictions of the Barefoot Bay Recreation District, described herein.

**SECTION(S) OF DEED OF RESTRICTION VIOLATION(S)**

• **ARTICLE II, SECT. 5 (A) (B) ADIR (Unapproved Fence)**

Section 3) A manufactured or modular home installed on any lot in Barefoot Bay shall meet the following design and installation requirements and shall be continuously maintained in compliance with such requirements. (A) Fencing shall not be permitted along any lot line where drainage canals or swales exist.

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

**LOCATION/ADDRESS WHERE VIOLATION EXISTS**

Block # 97 Lot # 11

368 EGRET CIRCLE

BAREFOOT BAY, FL 32976

**DESCRIPTION OF VIOLATION(s):** Unapproved fencing/no ARCC permit for fencing. Must remove fence or submit ARCC permit for fencing.

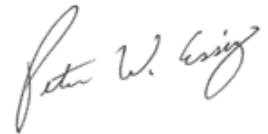
**DATE OF VIOLATION FIRST OBSERVED:** Jun 05, 2019

**DATE OF OWNER/PERSON IN CHARGE GIVEN NOTICE OF VIOLATION:**

June 05, 2019 via First Class

via Certified return receipt requested.

**DATE ON/BY WHICH VIOLATION TO BE CORRECTED:** February 18, 2020



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Peter Essig, DOR Inspector  
772-664-3141

February 12, 2020





368 Egret. Post-V.C. re-inspection. Unapproved fence.  
Feb 11, 2020



368 Egret. Post-V.C. re-inspection. Unapproved fence.  
Jan 21, 2020



368 Egret. Post-V.C. re-inspection. Unapproved fence  
Dec 20, 2019



368 Egret. Post-V.C. re-inspection. Unapproved fence  
Dec 09, 2019



**BAREFOOT BAY RECREATION DISTRICT  
BREVARD COUNTY, FLORIDA  
NOTICE OF HEARING  
OF  
BOARD OF TRUSTEES**

**Notice** is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **07:00 PM** on **February 18, 2020** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

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

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

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

**THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 772-664-3141.**

**February 12, 2020**

Deed of Restrictions STAFF

**BAREFOOT BAY BOARD OF TRUSTEES  
BREVARD COUNTY, FLORIDA**

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 19-002488

#1587 / 19-002488

MILLER, EDWARD M,

368 EGRET CIR

SEBASTIAN, FL 32976

Respondent(s),

**RE: 368 EGRET CIRCLE**  
Barefoot Bay, FL 32976

**AFFIDAVIT OF NOTICES**

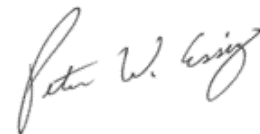
STATE OF FLORIDA  
COUNTY OF BREVARD

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

1. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 2019, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 2019, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 2019, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 2019, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.



\_\_\_\_\_  
Peter Essig, DOR Inspector

The Foregoing instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by Peter Essig, who is personally known to me and did take an oath.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

## Board of Trustees

## Meeting Agenda Memo

Date: Tuesday, February 25, 2020  
Title: **DOR Violation 19-000517 404 Barefoot Blvd.**  
Section & Item: 9.B.ii  
Department: Resident Relations, DOR  
Fiscal Impact: N/A  
Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager  
Attachments: BOT Affidavit fo Notices 19-000517  
Reviewed by  
General Counsel: No  
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

First Violation occurred on 6/17/2019, 14 follow ups and 8 photos have been done since first Violation. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail and Certified Mail. Property 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

**BAREFOOT BAY BOARD OF TRUSTEES  
BREVARD COUNTY, FLORIDA**

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 19-000517

#0772/ 19-000517

MC MILLAN, RANDY D  
404 BAREFOOT BLVD  
BAREFOOT BAY, FL 32976

Respondent(s),

**STATEMENT OF VIOLATION**

PURSUANT to the Article(s) listed below, of the Barefoot Bay Deed of Restrictions, the undersigned DOR Enforcement Officer hereby gives notice of a violation or violations of the Deed of Restrictions of the Barefoot Bay Recreation District, described herein.

**SECTION(S) OF DEED OF RESTRICTION VIOLATION(S)**

• **ARTICLE III, SECT. 2 (C) (D) Condition of Prop. (C) Unauthorized items**

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

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

**LOCATION/ADDRESS WHERE VIOLATION EXISTS**

Block # 84.B Lot # 24  
404 BAREFOOT BOULEVARD  
BAREFOOT BAY, FL 32976

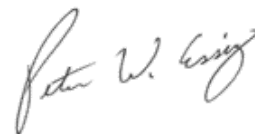
**DESCRIPTION OF VIOLATION(s):** Unapproved items in carport (couch, refrigerator). Must be removed.

**DATE OF VIOLATION FIRST OBSERVED:** Feb 08, 2019

**DATE OF OWNER/PERSON IN CHARGE GIVEN NOTICE OF VIOLATION:**

via First Class  
via Certified return receipt requested.

**DATE ON/BY WHICH VIOLATION TO BE CORRECTED:** February 18, 2020



Peter Essig, DOR Inspector  
772-664-3141

February 12, 2020



404 Barefoot Boulevard. Post-V.C. re-inspection. Unapproved items/debris.  
Jan 24, 2020



404 Barefoot Boulevard. Pre-V.C. inspection. Unapproved items (refrigerator, indoor couch)  
Dec 02, 2019



404 Barefoot Boulevard. Unapproved items (indoor couch, refrigerator)  
Nov 13, 2019



404 Barefoot Boulevard. Unapproved items in carport (refrigerator, couch)  
Sep 25, 2019

**BAREFOOT BAY RECREATION DISTRICT  
BREVARD COUNTY, FLORIDA  
NOTICE OF HEARING  
OF  
BOARD OF TRUSTEES**

**Notice** is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **07:00 PM** on **February 25, 2020** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

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

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

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

**THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 772-664-3141.**

**February 12, 2020**

Deed of Restrictions STAFF

**BAREFOOT BAY BOARD OF TRUSTEES  
BREVARD COUNTY, FLORIDA**

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 19-000517

#0772 / 19-000517

MC MILLAN, RANDY D,

404 BAREFOOT BLVD

BAREFOOT BAY, FL 32976

Respondent(s),

**RE: 404 BAREFOOT BOULEVARD**  
Barefoot Bay, FL 32976

**AFFIDAVIT OF NOTICES**

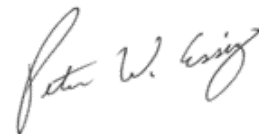
STATE OF FLORIDA  
COUNTY OF BREVARD

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

1. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 2019, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 2019, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 2019, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 2019, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.



\_\_\_\_\_  
Peter Essig, DOR Inspector

The Foregoing instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by Peter Essig, who is personally known to me and did take an oath.

\_\_\_\_\_  
Notary Public  
State of Florida at Large



## Board of Trustees Meeting Agenda Memo

Date: Tuesday, February 25, 2020  
Title: **Donation Request: Little Theater for Improvements to Building A's Sound System**  
Section & Item: 9.C  
Department: Property Services, Buildings  
Fiscal Impact: \$5,000.00  
Contact: Matt Goetz, Property Services Manager, John W. Coffey  
ICMA-CM, Community Manager  
Attachments: Little Theater donation request, Policy Manual excerpt donations  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Acceptance of donation from Little Theater to offset the cost of improvements to the Building A Sound System

### Background and Summary Information

Per BBRD Policy Manual, the party requesting to donate the item must pay BBRD the cost, and staff will procure the donation.

Little Theater requests to donate \$5,000.00 to off-set the cost of improvements to the Building A sound system. Per the donation request:

*This money would apply to speakers, amplifiers, mixer boards, microphones and additional sound absorbing systems, but is not limited to these areas. The Little Theater wishes to thank all the residents and friends who have supported the club through the live theater performances and other projects over the past 30+ years and offers this gift back to the community for improvements.*

Once the BOT approves the donation request, staff will facilitate a site inspection of the building by a sound system expert and will determine the best course of action to be taken. Sufficient available budget in Property Services: Buildings R&M Equipment FY20 Budget to augment this donation up to 50% if needed.

Hence, staff recommends, the BOT accept the donation of \$5,000 from Little Theater for improvements to the Building A sound system.

## John Coffey

---

**From:** Louise Crouse <LCROUSE2@cfl.rr.com> on behalf of Louise Crouse  
**Sent:** Friday, January 31, 2020 11:51 AM  
**To:** 'jcoffey@bbrd.org'  
**Subject:** Barefoot Bay Little Theater

Mr. Coffey

The members of the Barefoot Bay Little Theater would like to offer a check for \$5,000.00 to help cover costs of upgrades to the sound system in Building A. This money would apply to speakers, amplifiers, mixer boards, microphones and additional sound absorbing systems, but is not limited to these areas. The Little Theater wishes to thank all the residents and friends who have supported the club through the live theater performances and other projects over the past 30+ years and offers this gift back to the community for improvements.

Also

The Barefoot Bay Little Theater is asking for a variance to allow non-residents to attend the "Remembering the 60's" show on March 4th, 5th and 6th.

Thank you for adding these items to the agenda. I will have the check and hopefully some of the Little Theater members at the February 14th meeting for the presentation.

If you have any questions or concerns, please let me know.

Louise

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

7. The gas grill is available for use at Pool 1 by residents and their guests on a first come, first served basis.<sup>144</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>145</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>146</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.

## Board of Trustees

## Meeting Agenda Memo

Date: Tuesday, February 25, 2020

Title: **Little Theater Request for Waiver from Guest Pass Requirement**

Section & Item: 9.D

Department: Administration, District Clerk

Fiscal Impact: Unknown

Contact: John W. Coffey ICMA-CM, Community Manager

Attachments: Little Theater guest pass waiver request, Policy Manual Excerpt

Reviewed by

General Counsel: N/A

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



### Requested Action by BOT

Consideration of Trustee (former) Crouse's request (dated January 31, 2020) for waiver of the guest pass requirement for the 2020 Little Theater Spring performances as allowed in BBRD's Policy Manual.

### Background and Summary Information

The Policy Manual was revised in 2016 to state the following language under Part Three General Rules Applicable to District Facilities.

*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:*

- 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.*
- D. Vendors hired by clubs/organization are exempt from guest pass fee.*

The annual Little Theater performance is the first week of March (March 4-6, 2020 this year). Historically, the BOT has waived the guest pass requirement for performances. Trustee (former) Crouse, on behalf of Little Theater, requests the BOT waive the guest pass requirement for this year's event as allowed under the above listed Policy Manual language.

Staff recommends the BOT waive the guest pass requirement for the March 4-6th Little Theater performances.

## John Coffey

---

**From:** Louise Crouse <LCROUSE2@cfl.rr.com> on behalf of Louise Crouse  
**Sent:** Friday, January 31, 2020 11:51 AM  
**To:** 'jcoffey@bbrd.org'  
**Subject:** Barefoot Bay Little Theater

Mr. Coffey

The members of the Barefoot Bay Little Theater would like to offer a check for \$5,000.00 to help cover costs of upgrades to the sound system in Building A. This money would apply to speakers, amplifiers, mixer boards, microphones and additional sound absorbing systems, but is not limited to these areas. The Little Theater wishes to thank all the residents and friends who have supported the club through the live theater performances and other projects over the past 30+ years and offers this gift back to the community for improvements.

Also

The Barefoot Bay Little Theater is asking for a variance to allow non-residents to attend the "Remembering the 60's" show on March 4th, 5th and 6th.

Thank you for adding these items to the agenda. I will have the check and hopefully some of the Little Theater members at the February 14th meeting for the presentation.

If you have any questions or concerns, please let me know.

Louise

Exhibit A  
Barefoot Bay Recreation District Policy Manual

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.
  - 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>55</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>56</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>57</sup>

## Board of Trustees Meeting Agenda Memo

Date: Tuesday, February 25, 2020

Title: **Policy Manual Amendment: Music Bingo Guest Pass Requirement**

Section & Item: 9.E

Department: Administration, District Clerk

Fiscal Impact: Approximately \$5,300 per year (assuming year-round enforcement)

Contact: Matt Goetz, Property Services Manager, John W. Coffey ICMA-CM, Community Manager

Attachments: Policy manual draft revision 25Feb20, resolution Policy Manual Adoption

Reviewed by

General Counsel: Yes

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



### Requested Action by BOT

Approval of Resolution 2020-01 adopting a Revised Policy Manual amending the guest pass rule for Food and Beverage events.

### Background and Summary Information

At the January 28, 2020 BOT meeting, the BOT instructed staff to immediately begin enforcing the guest pass requirement at the Monday night Music Bingo event held in Building A. Said direction began on Monday, February 3, 2020 and has continued each Monday since. Additionally, the BOT instructed staff to place the revision of the Policy Manual to codify their action on the next BOT meeting agenda. Since the February 14, 2020 meeting was canceled, the attached resolution will accomplish the following task:

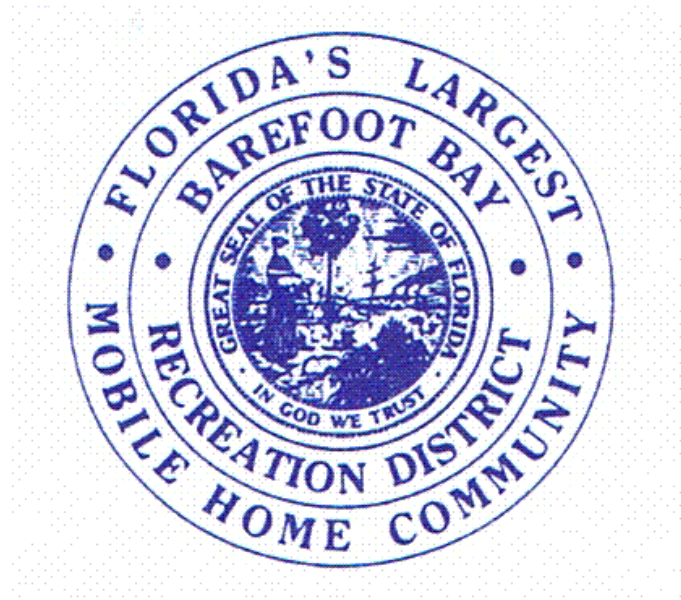
- Page 24: Add "except at Music Bingo" to rule #22, subsection C that exempts Food & Beverage events from the standard guest pass requirements.

If the BOT wishes to modify the wording on page 24, staff will have a editable version of the Policy Manual available at the meeting and the resolution will adopt any approved changes made at said meeting.

Hence, staff recommends the BOT approve Resolution 2020-01 thereby adopting a revised Policy Manual.

# Barefoot Bay Recreation District

## Policy Manual



Proposed Revision to be considered by the Board of Trustees on February 25, 2020



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Exhibit A  
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:

Exhibit A  
Barefoot Bay Recreation District Policy Manual

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)

Exhibit A  
Barefoot Bay Recreation District Policy Manual

- 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, #8 "Under other documented and justified circumstances approved by the Community Manager." When this exception to competition (a second quote cannot be found in a reasonable time)<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.  
30

### **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



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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.

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

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

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

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

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

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

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.

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"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.

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"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.

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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.

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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](#).
  - 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>55</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>56</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>57</sup>



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- 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>58</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 on 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>59</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>60</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>61</sup>

#### **Identification Badges and Attire<sup>62</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>63</sup>

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- 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>64</sup>
- B. Pictures of badges on cell/mobile phones will be accepted under the following conditions:<sup>65</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>66</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>67</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>68</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>69</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>70</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>71</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>72</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>73</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>74</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>75</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>76</sup>
- 3. Changes to reservations shall be made in writing to appropriate District office in charge of calendar coordination.<sup>77</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>78</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.

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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>79</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>80</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>81</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>82</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>83</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>84</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>85</sup>
14. Containers carrying alcohol<sup>86</sup> may not be brought into the pool area.<sup>87</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>88</sup>
19. No swimmer with open sores that are likely to degrade water quality, infection, or contagious disease may use District swimming pools.<sup>89</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>90</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>9192</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>9394</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 pecuniarily 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>95</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.



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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>96</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>97</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>98</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>99</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>100</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>101</sup>
14. Owner must give written notice of intent to terminate no later than 5 business <sup>102</sup>days prior to the end of any month; otherwise owner shall be responsible for payment of full rent for the following month.<sup>103</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>104</sup>

### Temporary Parking<sup>105</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>106</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>107</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>108</sup>

#### Administrative Fee

Any changes to 2<sup>nd</sup> on membership will require a change fee.<sup>109</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>110</sup> \$100.00 + tax

Per Dependent<sup>111</sup> \$25.00 + tax

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Annual Renewal	
Per Adult <sup>112</sup>	\$50.00 + tax
Per Dependent	\$10.00 + tax <sup>113</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>114</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>115</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>116</sup>

2. Residents and guests must display their badges and/or guest passes upon request<sup>117</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>118</sup>
2. One Day Guest Pass
  - A. Regular (purchased at Resident Relations or any of the pools)                      \$3.00 per person<sup>119</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>120</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>121</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>122</sup>                      \$0.00 (No Charge)<sup>123</sup>

### Property Owners, Residents, Renter

- |  |   |
|--|---|
| 1. R.V. storage area                               | Per current lease agreement <sup>124</sup>    |
| 2. Reactivation of Access Cards                    | \$10.00                                       |
| 3. Initial keys for beach and pier                 | \$5.00 <sup>125</sup>                         |
| 4. Replacement keys, beach and pier <sup>126</sup> | \$10.00 <sup>127</sup> per key <sup>128</sup> |
| 5. RV Storage late fee <sup>129</sup>              | Per current lease agreement.                  |
| 6. Resident for Profit Use of Building             | Non-Resident fees apply                       |

### Non-Resident

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1. Rental of Buildings:<sup>130</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>131</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>132</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>133</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>134</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

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- 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>135</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>136</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>137</sup> For non-club functions, this fee is payable in advance at the Resident Relations Office.<sup>138</sup> If the Bar takes in less than \$100.00, the function host will reimburse the bar total.<sup>139</sup> Clubs who register a bar must also meet the \$100.00 minimum, but are not required to pay in advance.<sup>140</sup> Clubs who do not meet the \$100.00 minimum must make up the difference.<sup>141</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>142</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.



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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>143</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>144</sup>
5. Any function that leaves the facilities in an unclean manner shall be charged a \$100.00<sup>145</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>146</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>147</sup>



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7. The gas grill is available for use at Pool 1 by residents and their guests on a first come, first served basis.<sup>148</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>149</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>150</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>151</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.

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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>152</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

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**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.

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07/11/03	2003-05	Suspension/cancellation of membership hearing procedure; swimming pool rules.
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## 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

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52 Amended September 10, 2010, Resolution 2010-15  
53 Amended September 10, 2010, Resolution 2010-16  
54 Amended 9/9/16, Resolution 2016-19  
55 Amended December 10, 2013, Resolution 2013-16  
56 Amended January 13, 2012 Resolution 2012-01  
57 Amended December 10, 2013, Resolution 2013-16  
58 Amended June 8, 2012 Resolution 2012-09  
59 Amended September 23, 2014 Resolution 2014-12  
60 Amended 9/9/16, Resolution 2016-19  
61 Amended 3/28/2017, Resolution 2017-05  
62 Amended, 10/12/18, Resolution 2018-08  
63 Amended October 25, 2011. Resolution 2011-16  
64 Amended 9/9/16, Resolution 2016-19  
65 Amended 3/28/2017, Resolution 2017-05  
66 Amended, 10/12/18, Resolution 2018-08  
67 Amended 7/8/11, Resolution 2011-12 .Changes to Golf Membership regarding “full time students” and changed to fiscal year.  
68 Amended, 10/12/18, Resolution 2018-08  
69 Res. 2001-12, 12/14/01  
70 Amended, 10/12/18, Resolution 2018-08  
71 Amended 9/9/16, Resolution 2016-19  
72 Amended 2/13/2015, Resolution 2015-04  
73 Amended March 12, 2010, Resolution 2010-7  
74 Amended March 23, 2010, Resolution 2010-8  
75 Amended, 10/12/18, Resolution 2018-08  
76 Amended 2/13/2015, Resolution 2015-04  
77 Amended 2/13/2015, Resolution 2015-04  
78 Amended 2/13/2015, Resolution 2015-04  
79 Amended 9/9/16, Resolution 2016-19  
80 Amended October 22, 2019, Resolution 2019-10  
81 Amended, 10/12/18, Resolution 2018-08  
82 Amended December 10, 2013, Resolution 2013-16  
83 Amended 9/9/16, Resolution 2016-19  
84 Amended 9/9/16, Resolution 2016-19  
85 Amended December 10, 2013, Resolution 2013-16  
86 Amended 9/9/16, Resolution 2016-19  
87 Amended December 10, 2013, Resolution 2013-16  
88 Amended December 10, 2013, Resolution 2013-16  
89 Amended December 10, 2013, Resolution 2013-16  
90 Amended 9/9/16, Resolution 2016-19  
91 Amended 2/13/2015, Resolution 2015-04  
92 Amended, 10/12/18, Resolution 2018-08  
93 Amended 3/11/2011 Resolution 2011-04  
94 Amended, 10/12/18, Resolution 2018-08  
95 Amended, 10/12/18, Resolution 2018-08  
96 Amended 9/9/16, Resolution 2016-19  
97 Amended July 8, 2011 Resolution 2011-12  
98 Amended 9/9/16, Resolution 2016-19  
99 Amended July 10, 2009, Resolution 2009-14  
100 Amended 2/13/2015, Resolution 2015-04  
101 Amended 2/13/2015, Resolution 2015-04  
102 Amended 9/9/16, Resolution 2016-19



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

## **RESOLUTION 2020-01**

### **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 OCTOBER 22, 2019; 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 March 2, 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  
25th day of February 2020.

**BAREFOOT BAY RECREATION DISTRICT**

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

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

## Board of Trustees

## Meeting Agenda Memo

Date: Tuesday, February 25, 2020

Title: **FY20 Budget Amendment – Transfer Music & Entertainment Expenditures Budget to Property Services**

Section & Item: 9.F

Department: Administration, Finance

Fiscal Impact: N/A

Contact: Charles Henley, Finance Manager, John W. Coffey ICMA-CM, Community Manager

Attachments: 2020-02 BR transferring \$109,472 of M&E, 2020-03 BR transferring \$103,022 of M&E

Reviewed by

General Counsel: Yes

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



### Requested Action by BOT

Direction to staff.

### Background and Summary Information

At the December 2nd, 2019 FY21 Budget Kickoff Meeting, the BOT discussed moving the Music and Entertainment Budget from the Food and Beverage Department to the Property Services Department with 2 trustees in favor and 2 trustees against and one trustee undecided. One of the discussion points was that ticketed entertainment should remain in the Food and Beverage Department. The left table shows the transfer of the entire Music & Entertainment Expenditure Budget. The right table shows the transfer of the Music & Entertainment Expenditure Budget adjusted for ticketed entertainment events.

Total Budget					Total Budget Less Ticked Events				
Dept	Sub	GL	Increase	Decrease	Dept	Sub	GL	Increase	Decrease
Food & Beverage	Lounge	579491		56,994	Food & Beverage	Lounge	579491		55,494
Food & Beverage	19th Hole	579491		15,655	Food & Beverage	19th Hole	579491		15,655
Food & Beverage	Pasta Night	579491		3,599	Food & Beverage	Pasta Night	579491		3,599
Food & Beverage	Special Events	579491		33,224	Food & Beverage	Special Events	579491		28,274
Property Services	Recreation	579391	56,994		Property Services	Recreation	579391	55,494	
Property Services	Recreation	579392	15,655		Property Services	Recreation	579392	15,655	
Property Services	Recreation	579393	3,599		Property Services	Recreation	579393	3,599	
Property Services	Recreation	579395	33,224		Property Services	Recreation	579395	28,274	
			109,472	109,472				103,022	103,022

BOT may adopt Resolution 2020-02 either transferring \$109,472 (entire budget) or Resolution 2020-03 transferring \$103,022 (budget minus ticketed sales) to the Property Services Department from the Food and Beverage Department. The Trustee making the motion needs to specify which resolution they are referencing. Alternately, the BOT can take no action and leave the FY20 Budget as adopted last year. Whichever course of action taken by the BOT will be used by staff in the development of the FY21 Working Draft Proposed Budget.

**RESOLUTION 2020-02**

**A RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE BAREFOOT BAY RECREATION  
DISTRICT AMENDING RESOLUTION 2019-03;  
AMENDING THE BUDGET.**

**WHEREAS**, the Barefoot Bay Recreation District Board of Trustees adopted Resolution 2019-03, an operating Budget for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020; and

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

**WHEREAS**, the Board of Trustees has ascertained that the following amendments are necessary to provide for the operation of the District for the Fiscal Year 2019-20:

An Amendment to transfer \$109,472 of budgeted expenditures from the Food and Beverage Department to the Property Services Department.

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

**Section 1.** The amendment shall be made to the operating Budget for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020.

**Section 2.** The Community Manager and the Finance Manager are directed to adjust FY 2019/20 Adopted Budget.

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

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

Chairman, Joseph Klosky  
Trustee, Michael Maino  
Trustee, Luann Henderson  
Trustee, Roger Compton  
Trustee, Randy Loveland

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 25<sup>th</sup> day of February 2020.

**BAREFOOT BAY RECREATION DISTRICT**

By: \_\_\_\_\_  
Joseph Klosky,  
CHAIRMAN

Return to: Barefoot Bay Recreation District  
625 Barefoot Boulevard  
Barefoot Bay FL 32976-7305

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Roger Compton,  
SECRETARY

**RESOLUTION 2020-03**

**A RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE BAREFOOT BAY RECREATION  
DISTRICT AMENDING RESOLUTION 2019-03;  
AMENDING THE BUDGET.**

**WHEREAS**, the Barefoot Bay Recreation District Board of Trustees adopted Resolution 2019-03, an operating Budget for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020; and

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

**WHEREAS**, the Board of Trustees has ascertained that the following amendments are necessary to provide for the operation of the District for the Fiscal Year 2019-20:

An Amendment to transfer \$103,022 of budgeted expenditures from the Food and Beverage Department to the Property Services Department.

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

**Section 1.** The amendment shall be made to the operating Budget for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020.

**Section 2.** The Community Manager and the Finance Manager are directed to adjust FY 2019/20 Adopted Budget.

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

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

Chairman, Joseph Klosky  
Trustee, Michael Maino  
Trustee, Luann Henderson  
Trustee, Roger Compton  
Trustee, Randy Loveland

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 25<sup>th</sup> day of February 2020.

**BAREFOOT BAY RECREATION DISTRICT**

By: \_\_\_\_\_  
Joseph Klosky,  
CHAIRMAN

Return to: Barefoot Bay Recreation District  
625 Barefoot Boulevard  
Barefoot Bay FL 32976-7305

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Roger Compton,  
SECRETARY



## Board of Trustees Meeting Agenda Memo

Date: Tuesday, February 25, 2020  
Title: **Truck Purchase**  
Section & Item: 9.G  
Department: R&M/Capital Projects  
Fiscal Impact: \$20,214.00  
Contact: Matt Goetz, Property Services Manager, John W. Coffey  
ICMA-CM, Community Manager  
Attachments: Pages from 2020 truck bids pricing  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Award of contract for purchase of a full-size truck.

### Background and Summary Information

The FY20 Budget contains \$24,000.00 for an “additional Property Services truck.” Staff solicited the following bid from Duval Fleet via the Florida State Bid program.

\$20,214.00 2020 Ford F-150 2-wheel drive, regular cab truck

Staff recommends the BOT award contract to Duval Fleet for a F-150 truck in the amount of \$20,214.00.

**MOTOR VEHICLES (25100000-19-1)**

**Exhibit D.4.2: Price Sheet - Trucks Under One Ton**

Commodity Code: 25101507 (LIGHT TRUCKS OR SPORT UTILITY VEHICLES)

Sub-Group <sup>1</sup>	EPN Industry Class <sup>2</sup>	Manufacturer/Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTHORITY)	Base Vehicle Price (48#./#8.00) <sup>7</sup>	DEM Options (48#.) <sup>8</sup>	Estimated Lead Time in Days (48#.) <sup>9</sup>	Vent./Rear, Shields, Flame Mounted, Price (\$2./#8#)	Vent./Rear, Shields, Top, Price (\$2./#8#)	Identified Alternates <sup>10</sup>	Unit Spotlight LED, Price (\$#./#8#)	Service Body, Compact, Price (\$2./#8#)	Service Body, 96 Inch, Length, Price (\$2./#8#)	Undercoating, Sprayed, Price (\$#./#8#)
Chevrolet			20	2020 Toyota Tacoma 2WD SR5 Double Cab 5 Bed 14 AT (SE) (7165)	N/A	Alan Jay Import Center, Inc. Coggin Cars L.L.C. db/a Coggin Toyota at the Avenues	\$ 25,702.00	5%	120	\$ 135.00	\$ 135.00					
			21	2020 Toyota Tacoma 2WD SR5 Double Cab 5 Bed V6 AT (SE) (7146)	N/A	Alan Jay Import Center, Inc. Coggin Cars L.L.C. db/a Coggin Toyota at the Avenues	\$ 29,007.00	5%	120	\$ 189.00	\$ 189.00					
			22	2020 Chevrolet Silverado 1500 2WD Crew Cab 147.4" LT w/ LT1 (CC10543)	O	Alan Jay Chevrolet-Cadillac, Inc. Coggin Chevrolet L.L.C. Gardner Chevrolet Buick GMC, Inc.	\$ 26,978.00	5%	120	\$ 135.00	\$ 135.00	\$ 505.00				
			23	2020 Chevrolet Silverado 1500 2WD Crew Cab 147.4" w/ 1WT (CC10543)	O	Alan Jay Chevrolet-Cadillac, Inc. Coggin Chevrolet L.L.C. Gardner Chevrolet Buick GMC, Inc.	\$ 22,886.00	2%	90-120	\$ 149.00	\$ 149.00	\$ 596.00				
			24	2020 Chevrolet Silverado 1500 2WD Crew Cab 156.9" LT w/ LT1 (CC10743)	O	Alan Jay Chevrolet-Cadillac, Inc. Coggin Chevrolet L.L.C. Gardner Chevrolet Buick GMC, Inc.	\$ 27,192.00	5%	120	\$ 189.00	\$ 189.00	\$ 505.00				
			25	2020 Chevrolet Silverado 1500 2WD Crew Cab 156.9" w/ 1WT (CC10743)	O	Alan Jay Chevrolet-Cadillac, Inc. Coggin Chevrolet L.L.C. Gardner Chevrolet Buick GMC, Inc.	\$ 23,593.00	5%	120	\$ 189.00	\$ 189.00	\$ 505.00				
			26	2020 Chevrolet Silverado 1500 2WD Double Cab 147.4" w/ 1WT (CC10753)	O	Alan Jay Chevrolet-Cadillac, Inc. Coggin Chevrolet L.L.C. Gardner Chevrolet Buick GMC, Inc.	\$ 21,143.00	5%	120	\$ 135.00	\$ 135.00	\$ 505.00				
			27	2020 Chevrolet Silverado 1500 2WD Double Cab LT 147.4" w/ LT1 (CC10753)	O	Alan Jay Chevrolet-Cadillac, Inc. Coggin Chevrolet L.L.C. Gardner Chevrolet Buick GMC, Inc.	\$ 24,802.00	5%	120	\$ 135.00	\$ 135.00	\$ 505.00				
			28	2020 Chevrolet Silverado 1500 2WD Reg Cab 139.5" w/ 1WT (CC10903)	O	Alan Jay Chevrolet-Cadillac, Inc. Coggin Chevrolet L.L.C. Gardner Chevrolet Buick GMC, Inc.	\$ 20,288.00	5%	120	\$ 135.00	\$ 135.00	\$ 505.00				
			29	2020 Ford F-150 2WD Reg Cab 122.5" XL (F1C)	S/O	ASBURY JAX FORD, LLC db/a Coggin Ford	\$ 19,650.00	5%	90-120	\$ 195.00	\$ 195.00	\$ 695.00				
			30	2020 Ford F-150 2WD Reg Cab 122.5" XLT (F1C)	S/O	ASBURY JAX FORD, LLC db/a Coggin Ford	\$ 24,298.00	4%	90-120	\$ 195.00	\$ 195.00	\$ 695.00				
			31	2020 Ford F-150 2WD Reg Cab 141" XL (F1C)	S/O	ASBURY JAX FORD, LLC db/a Coggin Ford	\$ 19,999.00	4%	90-120	\$ 195.00	\$ 195.00	\$ 695.00				
			32	2020 Ford F-150 2WD Reg Cab 141" XL w/HD Payload Pkg (F1C)	S/O	ASBURY JAX FORD, LLC db/a Coggin Ford	\$ 23,599.00	8%	90-120	\$ 195.00	\$ 195.00	\$ 695.00				
			33	2020 Ford F-150 2WD Reg Cab 141" XLT (F1C)	O	FL AUTO, LLC db/a Beck	\$ 23,977.00	5%	90	\$ 98.00	\$ 89.00	\$ 649.00				
			34	2020 Ford F-150 2WD Reg Cab 141" XLT w/HD Payload Pkg (F1C)	O	FL AUTO, LLC db/a Beck	\$ 23,977.00	5%	90	\$ 98.00	\$ 89.00	\$ 649.00				
			35	2020 Ford F-150 2WD SuperCab 145" XL (X1C)	S/O	ASBURY JAX FORD, LLC db/a Coggin Ford	\$ 21,500.00	4%	90-120	\$ 195.00	\$ 195.00	\$ 695.00				
			36	2020 Ford F-150 2WD SuperCab 145" XLT (X1C)	O	FL AUTO, LLC db/a Beck	\$ 24,174.00	5%	90	\$ 98.00	\$ 89.00	\$ 649.00				







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IDENTIFIED AFTERMARKET OPTIONS TOTAL COST:				\$ -	\$ -
Non-Identified Aftermarket Option Code(s)	Description	MSRP ###.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
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NON-IDENTIFIED AFTERMARKET OPTIONS TOTAL COST:				\$ -	\$ -
GRAND TOTAL PER REPRESENTATIVE MODEL:					\$ 20,214.00
Additional Savings Off Contract Price Per Vehicle (Please provide detailed information in Vendor Comments below.)					\$ -
Total Vehicles Quoted (with the same OEM, Identified Aftermarket, and Non-Identified Aftermarket Options above):					1
PURCHASE ORDER GRAND TOTAL:					\$ 20,214.00
Vendor Comments:					
Customer Comments:					
*UNSPSC = United Nations Standard Products and Services Commodity Code					

## Board of Trustees Meeting Agenda Memo

Date: Tuesday, February 25, 2020  
Title: **Truck Replacement**  
Section & Item: 9.H  
Department: R&M/Capital Projects  
Fiscal Impact: \$34,435.20  
Contact: Matt Goetz, Property Services Manager, John W. Coffey  
ICMA-CM, Community Manager  
Attachments: 2020 truck bids pricing  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Award of contract for the purchase of a F-250 truck.

### Background and Summary Information

The FY20 Budget contains \$35,000.00 for the replacement of 2006 F-250 truck.” Staff solicited the following bid from Duval Fleet via the Florida State Bid program.

\$34,435.20 2020 Ford Super Duty F-250 single rear-wheel, 2-wheel drive, super cab truck

The reader should note this vehicle will be equipped with an eight-foot service body and heavy-duty towing package.

Staff recommends the BOT award contract to Duval Ford for a 2020 Ford Super Duty F-250 truck in the amount of \$34,435.20.



**MOTOR VEHICLES (25100000-19-1)**

**Exhibit D.4.2: Price Sheet - Trucks Under One Ton**

**Commodity Code: 25101507 (LIGHT TRUCKS OR SPORT UTILITY VEHICLES)**

Sub-Group <sup>1</sup>	EPV/ Industry Class <sup>2</sup>	Manufacturer/ Brand <sup>3</sup>	Line Number	Representative Model <sup>4</sup>	Alternate Fuel Capable <sup>5</sup>	Organization Name <sup>6</sup> (AUTOFILL)	Base Vehicle Price (\$44,444.00) <sup>7</sup>	OEM Options Discount (\$44,444.00) <sup>8</sup>	Estimated Lead Time in Days (4444) <sup>9</sup>	Year / Rain Shields, Finance Mounted, Price (\$4,444)	Year / Rain Shields, Trade-On, Price (\$4,444)	Unit Spotlight LED Price (\$4,444)	Service Body, Compact Price (\$4,444)	Service Body, Integral, Price (\$4,444)	Undercoating, 30mmx60, Price (\$4,444)
			74	2020 Ford Super Duty F-250 SRW 2WD SuperCab 148" XL (X2A)	S/O	ASBURY JAX FORD, LLC	\$ 24,485.00	3%	90-120	\$ 195.00	\$ 195.00	\$ 695.00		\$ 6,950.00	
			75	2020 Ford Super Duty F-250 SRW 2WD SuperCab 148" XL (X2A)	S/O	ASBURY JAX FORD, LLC	\$ 24,575.00	2%	180	\$ 130.00	\$ 130.00	\$ 695.00			
							\$ 24,575.00	2%	90-120	\$ 149.00	\$ 149.00	\$ 596.00	\$ 6,395.00		
			76	2020 Ford Super Duty F-250 SRW 2WD SuperCab 148" XL (X2A)	S/O	ASBURY JAX FORD, LLC	\$ 28,650.00	4%	90-120	\$ 195.00	\$ 195.00	\$ 695.00		\$ 6,950.00	
							\$ 28,650.00	2%	180	\$ 130.00	\$ 130.00	\$ 685.00			
			77	2020 Ford Super Duty F-250 SRW 2WD SuperCab 148" XL (X2A)	S/O	ASBURY JAX FORD, LLC	\$ 28,993.00	2%	120	\$ 135.00	\$ 135.00	\$ 505.00	\$ 6,863.00		
							\$ 24,695.00	4%	90-120	\$ 195.00	\$ 195.00	\$ 695.00		\$ 6,950.00	
			78	2020 Ram 2500 2WD Crew Cab 6'4" Box Tradesman (D2L2S1)	S/O	ASBURY JAX FORD, LLC	\$ 24,756.00	2%	180	\$ 149.00	\$ 149.00	\$ 596.00		\$ 6,555.00	
							\$ 24,657.00	2%	90-120	\$ 149.00	\$ 149.00	\$ 596.00		\$ 6,555.00	
			79	2020 Ram 2500 2WD Crew Cab 8' Box Tradesman (D2L2S2)	S/O	ASBURY JAX FORD, LLC	\$ 29,000.00	3%	90-120	\$ 195.00	\$ 195.00	\$ 695.00		\$ 6,950.00	
			80	2020 Ram 2500 2WD Reg Cab 8' Box Tradesman (D2L2S2)	S/O	ASBURY JAX FORD, LLC	\$ 29,071.00	2%	180	\$ 130.00	\$ 130.00	\$ 695.00		\$ 6,950.00	
							\$ 29,124.00	5%	120	\$ 135.00	\$ 135.00	\$ 505.00		\$ 7,300.00	
			81	2020 Chevrolet Colorado Crew Cab 128.3" 4WD 4LT (12M4S)	S/O	ASBURY JAX FORD, LLC	\$ 25,998.00	2%	90-120	\$ 225.00	\$ 225.00	\$ 695.00		\$ 7,850.00	
							\$ 26,176.00	2%	90-120	\$ 149.00	\$ 149.00	\$ 596.00	\$ 6,555.00	\$ 7,555.00	
			82	2020 Chevrolet Colorado Crew Cab 128.3" 4WD 4MT (12M4S)	S/O	ASBURY JAX FORD, LLC	\$ 26,475.00	2%	90-120	\$ 225.00	\$ 225.00	\$ 695.00		\$ 7,850.00	
							\$ 26,844.00	0%	90-120	\$ 185.00	\$ 185.00	\$ 695.00		\$ 7,465.00	
			83	2020 Chevrolet Colorado CrewCab 140.5" 4WD 4LT (12U4S)	S/O	ASBURY JAX FORD, LLC	\$ 27,054.00	5%	120	\$ 135.00	\$ 135.00	\$ 505.00		\$ 7,300.00	
							\$ 23,999.00	3%	90-120	\$ 225.00	\$ 225.00	\$ 695.00		\$ 7,850.00	
			84	2020 Chevrolet Colorado CrewCab 140.5" 4WD 4LT (12U4S)	S/O	ASBURY JAX FORD, LLC	\$ 24,619.00	0%	90-120	\$ 185.00	\$ 185.00	\$ 695.00		\$ 7,465.00	
							\$ 24,176.00	2%	90-120	\$ 129.00	\$ 129.00	\$ 596.00	\$ 6,555.00	\$ 7,555.00	



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[illegible]



## Board of Trustees Meeting Agenda Memo

Date: Tuesday, February 25, 2020  
Title: Discussion of Replacement of Four Greens  
Section & Item: 9.I  
Department: R&M/Capital Projects  
Fiscal Impact: Working Budget of \$100,000, exact cost unknown  
Contact: Ernie Cruz, Golf Manager, John W. Coffey ICMA-CM, Community Manager  
Attachments:  
Reviewed by  
General Counsel: No  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Direction to staff.

### Background and Summary Information

At the January 30, 2020 BOT FY21-25 Five-year Financial Model and Capital Improvement Plan workshop, Trustee Maino presented a proposal to replace four greens (6, 7, 13 and 15) in FY20 and stated his believe the cost would be approximately \$100,000. There was a consensus of the BOT to add the new project to the FY21-25 5yrFM&CIP, defund the FY20 Golf Course Lake Bank Repairs project and have staff present options regarding this project at the February 25, 2020 BOT meeting. In staff's opinion, two options exist (although there are numerous variations of each option).

#### Traditional project procurement and management

BBRD Policy Manual requires two quotes/bids for projects costing over \$1,000 and for purchases/contracts costing over \$7,500 to be approved by the BOT. BBRD could bid the project out as a whole or for each service. Problematic is traditional bidding either through an RFP process for the entire project or piece meal takes a lot of time currently not available if the project is to begin on or about May 1st to provide maximum grow in before the winter season begins. Golfers who have lived in BBRD many years will remember the greens resurfacing project of circa 2012 was finished late in the growing season and playing conditions were less than ideal for the next two winter seasons. Hence, staff does not recommend this option.

#### Only seek one proposal for entire project from ABM (current golf course maintenance vendor)

The Policy Manual allows BBRD to bypass the second bid requirement when work is needed in an area that a vendor is currently under contract to maintain. Below is an excerpt from a February 17, 2020 email from Golf Operations Manager Ernie Cruz:

*ABM is responsible for our contract and I have spoken with Matthew Hill regarding the wishes of Mr. Maino. If authorized, ABM could subcontract work to complete the greens requested. This would include temporary irrigation fix, redesigning, reconstructing, and rebuilding greens 6, 7, 13, and 15 to USGA specifications. We would make temporary greens in the fairways and rebuild the existing greens. These greens would be sprigged and allowed to fully grow in and be ready for play on December 1st of the 2020/2021 season. Unfortunately, the actual cost of this project cannot be determined until we get the designs and recommendations of either the architects or ABM.*

Staff received a proposal in the amount of \$165,000.00 for this project from ABM on February 18, 2020. Due to the timing of the submittal, staff did not have enough time to review it for sufficiency and hence it is not included in this agenda packet.

Hence, if the BOT desires to execute this project staff recommends the BOT elect option #2 as outlined above and staff will place award of contract for the project on the March 13, 2020 BOT meeting agenda for consideration.

## Board of Trustees

## Meeting Agenda Memo

Date: Tuesday, February 25, 2020

Title: **Selection of RFP Evaluation Committee Member for Building A Renovations Project**

Section & Item: 9.J

Department: R&M/Capital Projects

Fiscal Impact: N/A

Contact: Joseph Klosky, Chairman, Kathy Mendes, Food & Beverage Manager, John W. Coffey ICMA-CM, Community Manager

Attachments: Policy Manual excerpt, RFP Bldg A 23Jan20

Reviewed by

General Counsel: N/A

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



### Requested Action by BOT

Selection of one Trustee to serve as a voting member of the Request for Proposal Evaluation Committee for the Building A Renovations project.

### Background and Summary Information

The FY20 Approved Budget contains \$571,000.00 in the R&M/Capital Department for Building A Renovation project which contains the following elements:

- Renovation and expansion of the kitchen
- Upgrade Electrical Infrastructure
- Heating, Ventilation and Air Conditioning (HVAC) Replacement/Upgrade

The Policy Manual requires a request for proposal (RFP) process be used for any project anticipated to cost over \$50,000. Additionally, the evaluation committee shall consist of three voting members (one Trustee, one employee from the user department and one non-employee resident as selected by the Community Manager) plus two non-voting members (Chairman of the BOT and the Community Manager).

The anticipated schedule is provided below:

Order	Task	Date (and Time if applicable)
1	Florida Today Advertisement	Feb. 25, 2020
2	Publication Date	Feb. 26, 2020
3	Advertisement	Feb. 26, 2020 through Mar. 26, 2020
4	Deadline for Written Questions	Mar. 19, 2020
5	Responses/Addendum Issued	Feb. 27, 2020 through Mar. 20, 2020
6	Submission Deadline (RFQ close date)	Mar. 26, 2020 (4:30pm)
7	RFQ Opening and Evaluation Committee Meeting Date (Discussion & Review)	Mar. 27, 2020 (2:00pm Administration Conference Room)
8	Additional Evaluation Committee Meetings (Short listing, if needed, otherwise vote to recommend award to Board of Trustees)	Apr. 02, 2020 (10:00am Administration Conference Room)
9	Evaluation Comm. Interviews (if needed) and vote to recommend the top respondents to Board of Trustees	Date & Time TBD (no later than Apr. 15, 2020)

10	Board of Trustees award of contract	Apr. 28, 2020 (7:00pm, Bld. D/E)
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Weighted criteria to be used by the evaluation committee to select a recommended vendor shall be as follows:

- Experience and References: 30%
- Start Date and Number of Days of Project 20%
- Cost Proposal: 50%

Hence, the BOT needs to select one Trustee to serve as a voting member. Afterwards, the Community Manager will announce the 5 persons who will serve on the RFP evaluation committee and the start and end dates for the RFP. Said RFP is attached and will be posted to [www.BBRD.org](http://www.BBRD.org) and [Demandstar.com](http://Demandstar.com).

If the BOT wishes to alter to the planned implementation of this project or make changes to the scope of work, the release of the RFP will be postponed until it can be revised according to the wishes of the BOT.

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

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>

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

**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.

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

**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

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

during public meetings. A memorandum explaining the evaluation process and committee member responsibilities will be provided to each committee member prior to any meeting.

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

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

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

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

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

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

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.



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

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:



## REQUEST FOR PROPOSAL #2020-02 Building A Renovations

Barefoot Bay Recreation District  
Office of the District Clerk  
625 Barefoot Blvd.  
Barefoot Bay, FL 32976

ISSUE DATE: 02/26/2020

CONTACT: Stephanie Brown, District Clerk  
PHONE NUMBER: 772.664.3141  
FAX: 772.664.1928  
E-MAIL: sbrown@bbrd.org

**PROPOSALS TO BE RECEIVED NO LATER THAN  
4:30 PM ON THURSDAY, 03/26/2020**

**PROPOSALS WILL BE OPENED AT 2:00PM ON  
FRIDAY, 03/27/2020**

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Exhibit A: Sample A1A Schedule of Values Form

Exhibit B: Items to be procured by Barefoot Bay Recreation District after completion of the project

## SECTION I

### **INTRODUCTION**

Barefoot Bay Recreation District (hereinafter referred to as “BBRD”) is requesting sealed Proposals for **“RFP No. 2020-02, Building A Renovations.”**

**PROPOSALS DUE DATE & TIME: Thursday, March 26, 2020 at 4:30 P.M.** Proposals package shall be mailed or hand-delivered to the Office of the District Clerk, located at the Administration Building, 625 Barefoot Blvd., Barefoot Bay, Florida 32976. Proposals are to be received NO LATER THAN 4:30pm. after which time receipt will officially be closed. Proposals received after the specified time and date will not be accepted. BBRD will not be responsible for mail delays, late or incorrect deliveries. The time/date written on the package by staff in the Administration Building will be the official authority for determining late Proposals.

**NOTE: Proposals will not be opened on the same date and time as identified above.** The Proposals opening will be conducted by the Evaluation Committee in public at 2pm on, Friday, March 27, 2020. The location of the opening will be the Conference Room in the Administration Building, 625 Barefoot Blvd., Barefoot Bay, FL 32976 (subject to change).

All Proposals must be executed and submitted in a single sealed package. Proposer shall mark Proposals package, **“RFP No. 2020-02, Building A Renovations.”** Proposer’s name and return address should be clearly identified on the outside of the package.

Proposer shall submit one complete set with all supporting documentation.

Proposals submitted by facsimile (fax) or electronically via e-mail will NOT be accepted. Submittal of Proposals in response to this Request for Proposals constitutes an offer by the Proposer. Proposals, which do not comply with these requirements, may be rejected at the option of BBRD. It is the Proposer’s responsibility to ensure that submittals are in accordance with all addendums issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements.

Questions about the meaning or intent of the RFP shall be submitted in writing and directed to The Office of the District Clerk, 625 Barefoot Blvd., Barefoot Bay, FL 32976, Attention: Stephanie Brown, District Clerk. Questions may also be e-mailed to [sbrown@bbrd.org](mailto:sbrown@bbrd.org). Questions received after March 19, 2020 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Proposers in submitting their Proposals. Material changes, if any, to the Proposals or procedures will only be transmitted by written addendum as posted on [www.demandstar.com](http://www.demandstar.com) and on [www.bbrd.org](http://www.bbrd.org).

### **STANDARD TERMS & CONDITIONS AND INSURANCE REQUIREMENTS**

Proposers are responsible for reviewing BBRD’s terms and conditions of RFPs within the BBRD Policy Manual available at <http://bbrd.org> (click on “Departments” then “District Clerk” then “BBRD Policy Manual” and the file will automatically download to your computer).

### **SPECIFIC CONTRACTUAL LANGUAGE THE PROPOSER WILL BE BOUND BY IF AWARDED CONTRACT FOR SERVICES**

The following is an excerpt of the Barefoot Bay Recreation District (BBRD) and not meant to be viewed as the only contractual language to be included in a final contract between BBRD and the successful Proposer.

- **Relationship of Parties/Insurance.** *The parties hereby agree and intend that the relationship of Contractor to BBRD is that of an independent contractor. Contractor shall provide a copy of Contractor's Certificate of Liability, Workers Compensation, and Auto Insurance listing Barefoot Bay Recreation District as an additional insured in regard to Liability Insurance.*
- **Indemnity.** *The Contractor shall indemnify and hold harmless BBRD and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Contractor agrees to pay, on behalf of the BBRD, the cost of BBRD's legal defense as may be selected by BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge that specific consideration has been exchanged for this provision*
- **Control of Work.** *Contractor shall have sole control of the manner and means of performing the Services described in Paragraph 2 herein, and shall complete said Services by Contractor's own means and methods of work. Nothing in this Agreement will allow BBRD to exercise control or direction over the manner, means, or method by which Contractor provides the Services under this Agreement. Although Contractor shall control the method of performing services as provided herein, Contractor shall perform all work in a timely manner. Contractor shall permit BBRD personnel unlimited access to worksite to inspect quality of work and materials being used.*
- **Warranty.** *Contractor provides the following warranties:*
  - *Materials:*
    - *TBD*
  - *Workmanship of installation:*
    - *TBD*
- **Waiver.** *No waiver is enforceable unless in writing and signed by such waiving party, and any waiver shall not be construed as a waiver by any other party or as a waiver of any other or subsequent breach.*
- **Amendments.** *This Agreement may not be amended or modified unless by the mutual consent of all of the parties hereto in writing. All amendments or modifications shall be attached to this Agreement and made a part thereof.*
- **Indemnification:** *Contractor shall indemnify and hold harmless BBRD and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of Contractor, or anyone directly or indirectly employed by Contractor, or*

anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Contractor agrees to pay, on behalf of the BBRD, the cost of BBRD's legal defense as may be selected by BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided.

- BBRD shall indemnify and hold harmless Contractor and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of BBRD, or anyone directly or indirectly employed by BBRD, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, BBRD agrees to pay, on behalf of Contractor, the cost of Contractor's legal defense as may be selected by Contractor for all claims described in this paragraph. Such payment on behalf of Contractor shall be in addition to any and all legal remedies available to Contractor and shall not be considered to be Contractor's exclusive remedy. BBRD agrees that in no event shall Contractor be liable for any consequential, incidental, indirect, exemplary or special damages, whether in contract or in tort, in any action, in connection with any goods or services provided by Contractor. The parties acknowledge that specific consideration has been exchanged for this provision. This section shall survive the termination of this agreement.
- **Public Records.** All documents, maps, drawings, data and worksheets maintained by Contractor for BBRD under this Agreement shall be deemed public records pursuant to Chapter 119, Florida Statutes and shall be maintained as public records by Contractor. Upon request from the BBRD public records custodian, provide BBRD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowable under Florida Law. Contractor agrees to ensure that public records that are confidential and exempt from disclosure are not disclosed except as authorized by law. Contractor agrees that upon termination of this Agreement, all proprietary interest of BBRD in its business assets, tangible or intangible, including records, files, lists and information which Contractor deals with or develops during the course of this Agreement shall remain the sole and exclusive property of BBRD, and in no event shall Contractor acquire any interest therein. Contractor agrees that in the event of termination of this Agreement, Contractor shall promptly return at no cost to BBRD all public records documents, forms, contracts, lists and completed work or work in progress relating to the affairs of BBRD and any personal property of BBRD in Contractor's possession at the time of termination. Notwithstanding the foregoing, and in lieu of transferring public records back to BBRD at the termination of this Agreement, the Auditor may keep and maintain public records in accordance with Florida Law at the time of termination of this Agreement. Upon the transfer of public records from Auditor to BBRD at the time of termination of this Agreement, as provided for herein, duplicate public records that are exempt or confidential shall be destroyed by Auditor at the time of termination. If Auditor keeps and maintains public records upon termination of this agreement, the contractor shall meet all applicable state statutory requirements for retaining public records. Public records maintained by Auditor in an electronic format, shall be provided to BBRD in a format that is compatible with the information technology systems of BBRD at the time of termination. All title to supplies, records of any type whatsoever, equipment and furnishings shall remain the sole property of BBRD.
  - **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE**

**PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772.664.3141, SBROWN@BBRD.ORG, BAREFOOT BAY RECREATION DISTRICT, 625 BAREFOOT BOULEVARD, BAREFOOT BAY, FL 32976**

- **Governing Law, Venue, and Attorney's Fees.** *This Agreement shall be governed by the laws of the State of Florida. Any action or legal proceedings to enforce this Agreement or any of its terms, or for indemnification, shall be exclusively brought and prosecuted in an appropriate court of jurisdiction in and for Brevard County, Florida, and the parties to this Agreement consent to the personal jurisdiction and venue of such courts and to the service of process by any manner provided by Florida law. In the event that any legal or equitable action is brought by either party to enforce the terms of this Agreement and/or regarding any work performed pursuant this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing such action.*
- **Assignment and Binding Effect.** *The rights and obligations of the Contractor under this Agreement are personal. This Agreement may not be assigned or transferred in whole, or in part, by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure for the benefit of the parties hereto and their respective heirs and permitted successors and/or assigns.*
- **Severability.** *This Agreement shall be construed to be valid and enforceable to the fullest extent allowed by applicable law. The invalidity or unenforceability of any term, sentence, or provision of this Agreement shall not affect the validity or enforceability of any other term, sentence or provision of this Agreement, which shall remain in full force and effect.*
- **Consents and Authorizations.** *By the execution of this Agreement, each party acknowledges and agrees that each such party has the full right, power, legal capacity and authority to enter into this Agreement, and the same constitutes the valid and legally binding agreement of each such party in accordance with the terms, conditions and other provisions contained herein.*

## SECTION II

### **SCOPE OF WORK**

A summary of desired work is provided below. Electronic copies of construction drawings can be downloaded at <https://www.bbrd.org/home/news/bldg-construction-plans>

. The successful proposer will be responsible to obtain all required building permits for the project. Specific elements within the constructions plans include:

- Upgrade Electrical Infrastructure in Building A
- Building A Heating, Ventilation and Air Conditioning (HVAC) Replacement/Upgrade (
- Building A Kitchen Expansion
  - Proposals shall exclude items listed in Exhibit B. Construction plans eventually sealed and signed for permit application will show these items, but will not be included within the project.
  - Vendors shall be aware that BBRD procured a new ice machine (in 2020 prior to start of this project) which is slightly larger than the shown on the plans. Any required modifications to construction plans should be included within the proposal.
  - Items listed in Exhibit B are provided for the proposer's edification and will be procured by BBRD separately after the project is completed.

### SECTION III

#### **REQUEST FOR PROPOSALS TIMELINE**

The anticipated schedule for this RFP is as follows:

<b>Order</b>	<b>Task</b>	<b>Date (and Time if applicable)</b>
1	Florida Today Advertisement	Feb. 25, 2020
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7	RFQ Opening and Evaluation Committee Meeting Date (Discussion & Review)	Mar. 27, 2020 (2:00pm Administration Conference Room)
8	Additional Evaluation Committee Meetings (Short listing, if needed, otherwise vote to recommend award to Board of Trustees)	Apr. 02, 2020 (10:00am Administration Conference Room)
9	Evaluation Comm. Interviews (if needed) and vote to recommend the top respondents to Board of Trustees	Date & Time TBD (no later than Apr. 15, 2020)
10	Board of Trustees award of contract	Apr. 28, 2020 (7:00pm, Bld. D/E)

An optional pre-bid site inspection will be available on Monday March 2<sup>nd</sup> from 11am to 12:30pm at Building A.

#### **SELECTION PROCESS**

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

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 of Trustees Chairman shall serve on the committee as non-voting members.

The Evaluation Committee meetings are subject to Florida's 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. Evaluation 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.

#### **Oral Interviews (If Requested)**

BBRD may choose to conduct oral interviews with one or more of the Proposers. If BBRD chooses to allow oral interviews, such interviews will be open to the public. If oral interviews are held the following guidelines will be used.

- BBRD's Office of the District Clerk will advertise the meeting place, date and time at least seven (7) calendar days in advance. The specific format of the interviews will be established by the evaluation committee and will be provided to Proposers with the notifications.
- BBRD will allot equal time per each Proposer, divided into three sequential parts: formal presentations, questions and answers and discussion by Evaluation Committee.

#### Evaluation Committee Final Ranking and Recommendation to the Board of Trustees

After the interviews are completed, the Evaluation Committee will re-score all Proposals to determine a final ranking of Proposers considered most capable of performing the required service in the best interest of BBRD. The Evaluation Committee has sole discretion to recommend either the primary proposed unit or the alternate unisex unit.

#### Board of Trustees Award of Final Contract

Staff anticipates on April 28, 2020 or at a later meeting, the Board of Trustees will consider an agenda item regarding the award of a contract. The Board of Trustees has the final authority to award a contract for either the primary proposed unit or the alternate unisex unit. Once the BOT awards a contract, a formal contract will be drafted by BBRD for signatures of the BOT Chairman and representative of the successful Proposer.

#### **EVALUATION PROCESS**

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

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

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

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

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

NOTE: The Committee member's score will be multiplied by the "weighted value" assigned to the different sections listed under Criteria equals the total score for that section. (EXAMPLE: ranking score of 8 multiplied by weight of 30% equals 2.4 points).



Proposals will be evaluated by the Evaluation Committee and scored based on the criteria on the following page.

**WAIVER OF IRREGULARITIES:**

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

**PROPOSER COMPLAINTS & DISPUTES (PROTESTS):**

Barefoot Bay Recreation District encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the procedures can be found on page 20 of the Policy Manual located at <http://bbrd.org> (click on “Departments” then “District Clerk” then “BBRD Policy Manual” and the file will automatically download to your computer).

**CRITERIA**

Proposals shall be evaluated based on the following information. Proposers may use the last three pages of this RFP for their submittal or they may provide the information in a different format. Proposals lacking all desired information may be disqualified by the RFP committee.

**Experience and References: (30% X \_\_\_\_ ranking = maximum \_\_\_\_ points)**

- a) Number of years company has worked in Brevard County
- b) A listing of sub-contractors (name, address and contact number) who will work on the project
- c) A listing of comparable client references that are applicable to scope of work outlined in this RFP, (i.e., client name, address, telephone number, contact person, description and size of project and contract amount).
- d) If firm is currently, or has previously provided services for BBRD, please provide an itemized list of these projects to include contact person, type of work provided and contract amount.

**Start Date and Number of Days of Project (20% X \_\_\_\_ ranking = maximum \_\_\_\_ points)**

Due to the seasonal nature of BBRD, as early a construction start date as possible is desired. Preference will be given to proposals with the earliest start dates and to the shortest number of days of work. The contract will include liquidated damages of \$250 per day past the number of days stated in the contract. Additional time may be granted if circumstances outside the control of the contractor occur.

**Cost Proposal: (50% X \_\_\_\_ ranking = maximum \_\_\_\_ points)**

Cost proposal shall be segregated per the 3 elements of Section II (Scope of Work) and each element shall be broken out by type of work with unit costs, amount of and brand name of materials to be used. The AIA schedule of values document (see Exhibit A for sample) shall be submitted with the proposal as the primary means of the listing of unit costs, amount of and brand name of materials to be used. Proposers may submit an additional cost summary document, but proposers not submitting a detailed AIA schedule of values cost proposal will be disqualified.

Warranty information shall be included under the “comments” sections where appropriate.

Options shall be listed separately below the total price and shall reference which number item it is replacing.

**SECTION IV****REQUEST FOR PROPOSAL #2019-02  
Building A Renovations****Contact Information**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact (name): \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Person authorized to submit proposal (name and title): \_\_\_\_\_  
Signature of person listed immediately above: \_\_\_\_\_  
Date: \_\_\_\_\_

**Experience and References**

Number of years company has worked in Brevard County: \_\_\_\_\_  
Sub-contactors to be used on project (name, address, telephone number):

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References (name of project, company name, address, telephone number):

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Prior work for Barefoot Bay Recreation District:

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**Anticipated start Date and number of days of the project**

Permit application date: \_\_\_\_\_  
Date of commencement of work: \_\_\_\_\_  
Number of work days (excluding weekends): \_\_\_\_\_

# Exhibit A

## Sample A1A Schedule of Values Form

CONTINUATION SHEET

SCHEDULE of VALUES

Page of Pages

APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Subcontractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

CONTRACTOR:

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

PROJECT NAME:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G divided by C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	General Conditions	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
2	Sitework	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
3	Fencing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
4	Landscape & Irrigation	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
5	Concrete - Slab	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
6	Concrete Parking & Walks	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
7	Masonry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
8	Structural Steel	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
9	Rough Carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
10	Siding Carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
11	Wood Trusses	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
12	Materials	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
13	Finish carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
14	Cabinets	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
15	Counter Allowance	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
16	Roofing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
17	Int. & Ext. Insulation	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
18	Doors & Hardware	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
19	Wiindows	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
20	Stucco	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
20	Drywall	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
21	Acoustical Ceiling	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
22	Floorcovering	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
23	Painting	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
24	Specialties	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
25	Plumbing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	HVAC	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	Electric	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	Phone & Electric Service Allowance	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	OH & Profit	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
1	C.O. #1	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
2	C.O. #2	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
COLUMN TOTALS		0.00	0.00	0.00		\$ -	#DIV/0!	\$ -	

## Exhibit B

### Items to be procured by Barefoot Bay Recreation District after completion of the project Item (numbers directly from the Equipment Schedule)

#10	1 Freezer, undercounter	Blue Air	BLUF48
#15	1 REFRIGERATOR, STAND	True Food Service	TRCB-72
#21	1 OVEN, MICROWAVE	Panasonic	NE-1257
#24	1 REFRIGERATOR, ROLL-IN	True	STG2RRI-2S
#25	1 OVEN, SLOW COOK/HOLD	Alto-Sham	1000-TH-1
#26	2 DOLLY, DISHRACK	Cambro	CD2020110
#27	2 WORKTABLE W/OVERSHELF	BK Resources	QVTOB-9630
#28	1 CART, BANQUET SERVICE	ALTO-SHAM	1000-BQ2/128
#29	1 REFRIGERATOR, WORKTOP	BLUE AIR	BLUR60
#30	2 CART, DISH & TRAY	CAMBRO	DC1225110
#31	1 CABINET, MOBILE, WARMING & HOLDING	ALTO-SHAM	1200-UP

REMOVE #23 ICE MAKER W/O BIN (HOSHIZAKI AMERICA) from the Equipment Plan

New ice machine in Building A is a Manitowoc Indigo NXT Series Ice maker

48" W x 24" D x 29-1/2" H

The size of the existing ice machine will need to be accommodated for in the layout of equipment.

## Board of Trustees

### Meeting Agenda Memo

Date: Tuesday, February 25, 2020  
Title: **Authorization of acceptance of service of liability claim lawsuit by Claim's Counsel Bell & Roper, P.A. on behalf of Barefoot Bay Recreation District.**

Section & Item: 9.K

Department: Administration

Fiscal Impact: None

Contact:

Attachments: AFFIDAVIT of Service on BBRD (Keeler), COMPLAINT (Amended), DEFAULT

Reviewed by

General

Counsel: Y

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



### Requested Action by BOT

Authorize Claims Counsel Bell and Roper, P.A. to accept service of Amended Complaint on behalf of Barefoot Bay Recreation District.

### Background and Summary Information

Robert Nonnenmacher is pursuing a wrongful death claim against BBRD alleged to be connected to a fall claimed to have been suffered by his wife in a shower area on September 4, 2016. An Amended Complaint was served on a BBRD Staff member on April 18, 2019. Although the claim was reported to BBRD's insurance carrier (PGCS), a Clerk's Default entered against BBRD on July 8, 2019. PGCS has assigned Bell and Roper, P.A. to serve as Claims Counsel for BBRD. Anna Engelman with Bell and Roper, P.A. and Claimant's Counsel (Michael G. Kissner, Jr.) have agreed to set aside the Default and stipulate to Answer to be filed on behalf of BBRD. In that Florida Statutes Section 48.111 (1), requires service of process upon the Chairman or Board of Trustees members, the Board must authorize Bell and Roper, P.A. to accept service on its behalf. The case number is Brevard County Circuit Court Case Number 05-2018-CA-044170-XXXX-XX.

**AFFIDAVIT OF SERVICE**

State of Florida

County of Brevard

Circuit Court

Case Number: 05-2018-CA-044170



SMO2019001217

Plaintiffs:

ROBERT NONNENMACHER, as PERSONAL REPRESENTATIVE OF THE ESTATE  
OF CATHERINE NONNENMACHER, and ROBERT NONNENMACHER,  
INDIVIDUALLY,

vs.

Defendant:

BAREFOOT BAY RECREATION DISTRICT,

For: Block &amp; Scarpa

Received by Simmons Process Service LLC on the 17th day of April, 2019 at 1:57 pm to be served on **BAREFOOT BAY RECREATION DISTRICT, 625 BAREFOOT BOULEVARD, SEABASTIAN, FL 32976**. I, Ronald Ballman, being duly sworn, depose and say that on the 18 day of April, 2019 at 2:40pm, executed service by delivering a true copy of the **SUMMONS**, and **AMENDED COMPLAINT**, and **EXHIBIT A** in accordance with state statutes in the manner marked below:

( ) PUBLIC AGENCY: By serving \_\_\_\_\_ as \_\_\_\_\_ of the within-named agency.

( ) SUBSTITUTE SERVICE: By serving \_\_\_\_\_ as \_\_\_\_\_

( ) CORPORATE SERVICE: By serving \_\_\_\_\_ as \_\_\_\_\_

☒ OTHER SERVICE: As described in the Comments below by serving ANGIE KEELER as RESIDENTIAL RELATIONS ASSISTANT

( ) NON SERVICE: For the reason detailed in the Comments below.

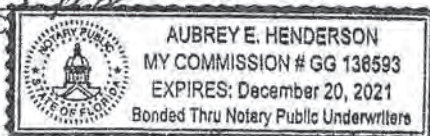
COMMENTS: \_\_\_\_\_

Age 50 Sex M/F Race White Height 5'4" Weight 150 Hair Black Glasses Y/N

I certify that I have no interest in the above action, am of legal age and have proper authority in the jurisdiction in which this service was made. I declare that I have read the foregoing document and that the facts stated in it are true.

Subscribed and Sworn to before me on the 18  
day of April, 2019 by the affiant who  
is personally known to me.

NOTARY PUBLIC



Ronald Ballman

PROCESS SERVER # 410  
Appointed in accordance with State Statutes

Simmons Process Service LLC  
5400 West Echo Pines Circle  
Ft. Pierce, FL 34951  
(772) 242-8920

Our Job Serial Number: 2019001217



IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT  
OF FLORIDA IN AND FOR BREVARD COUNTY, FLORIDA

ROBERT NONNENMACHER,  
as Personal Representative of the  
Estate of Catherine Nonnenmacher, and  
ROBERT NONNENMACHER,  
Individually,  
*Plaintiffs,*

CASE NO: 05-2018-CA-044170

vs.

BAREFOOT BAY RECREATION DISTRICT,  
*Defendant.*

**SUMMONS**

THE STATE OF FLORIDA:  
TO ALL AND SINGULAR THE SHERIFFS OF SAID STATE:  
GREETINGS:

YOU ARE HEREBY COMMANDED to serve this Summons and a copy of the **Amended Complaint**, in the above styled cause upon the Defendant(s):

**Barefoot Bay Recreation District**  
625 Barefoot Boulevard  
Sebastian, FL 32976

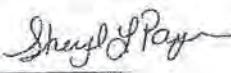
Each Defendant is hereby required to serve written defenses to said Complaint or Petition on Plaintiff's attorney, whose name and address is:

MICHAEL G. KISSNER, JR., ESQUIRE  
Block & Scarpa  
1515 Indian River Boulevard, Suite A-220  
Vero Beach, Florida 32963

within 20 days after service of this Summons upon that Defendant, exclusive of the day of service, and to file the original of said written defenses with the Clerk of said Court either before service on Plaintiff's attorney or immediately thereafter. If a Defendant fails to do so, a default will be entered against that Defendant for the relief demanded in the Complaint or Petition.

WITNESS my hand and the seal of said Court on December 28, 2018.

Scott Ellis  
Clerk Circuit Court

By:   
As Deputy Clerk



### **IMPORTANT**

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached complaint with the clerk of this court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call attorney referral service or legal aid office (listed in the phone book). If you choose to file a written response yourself, at the same time you file your written response to the court you must also mail or take a copy of your written response to the "Plaintiff/Plaintiff's Attorney" named below.

### **IMPORTANTE**

Usted ha sido demandado legalmente. Tiene 20 días, contados a partir del recibo de esta notificación, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefónica no lo protegerá. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el número del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, pudiese perder el caso y podría ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guía telefónica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, deberá usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney" (Demandante o Abogado del Demandante).

### **IMPORTANT**

Des poursuites judiciaires ont été entreprises contre vous. Vous avez 20 jours consécutifs à partir de la date de l'assignation de cette citation pour déposer une réponse écrite à la plainte ci-jointe auprès de ce tribunal. Un simple coup de téléphone est insuffisant pour vous protéger. Vous êtes obligés de déposer votre réponse écrite, avec mention du numéro de dossier ci-dessus et du nom des parties nommées ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne déposez pas votre réponse écrite dans le délai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent être saisis par la suite, sans aucun préavis ultérieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requérir les services immédiats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez téléphoner à un service de référence d'avocats ou à un bureau d'assistance juridique (figurant à l'annuaire de téléphones).

Si vous choisissez de déposer vous-même une réponse écrite, il vous faudra également, en même temps que cette formalité, faire parvenir ou expédier une copie de votre réponse écrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou à son avocat) nommé ci-dessous.

Michael G. Kissner, Jr., Esquire  
Plaintiff's Attorney  
Block & Scarpa  
1515 Indian River Boulevard, Suite A-220  
Vero Beach, Florida 32963  
(772) 794-1918



**REQUESTS FOR ACCOMMODATIONS  
BY PERSONS WITH DISABILITIES**

**If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. If you require assistance please contact:**

***ADA Coordinator at Brevard Court Administration***  
**2825 Judge Fran Jamieson Way, 3rd floor**  
**Viera, Florida, 32940-8006**  
**(321) 633-2171 ext. 3**

**NOTE: You must contact coordinator at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired in Brevard County, call 711.**

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT  
OF FLORIDA IN AND FOR BREVARD COUNTY, FLORIDA

ROBERT NONNENMACHER,  
as Personal Representative of the  
Estate of Catherine Nonnenmacher,  
*Plaintiff,*  
vs.

CASE NO. 05-2018-CA-044170

BAREFOOT BAY RECREATION DISTRICT,  
*Defendant.*

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**AMENDED COMPLAINT**

ROBERT NONNEMACHER, as the nominated Personal Representative of the Estate of Catherine Nonnenmacher, Plaintiff, sues BAREFOOT BAY RECREATION DISTRICT, Defendant, and alleges as follows:

**JURISDICTION AND VENUE**

1. This is an action for damages in excess of \$15,000, exclusive of interest and costs, brought pursuant to the Florida Wrongful Death Act, Florida Statutes Sections 768.16 through 768.26.
2. Venue is appropriate in this Court pursuant to Florida Statute Section 47.011, because Brevard County is where the Defendant resides, where the cause of action accrued, or where the property in litigation is located.

**PARTIES**

3. At all times material hereto, Robert Nonnenmacher was the spouse of Catherine Nonnenmacher, and is the nominated Personal Representative of the Estate of Catherine Nonnenmacher.
4. Robert Nonnenmacher is qualified under the laws of the State of Florida to serve as personal representative of Catherine Nonnenmacher's estate and is entitled to preference in

appointment as personal representative because he is the surviving spouse of Catherine Nonnenmacher and has preference in appointment pursuant to Fla. Stat 733.301(1)(b).

5. At all times material hereto, Robert Nonnenmacher was the survivor and beneficiary of a recovery for the wrongful death of Catherine Nonnenmacher (hereinafter "Catherine"), as the spouse of Catherine.

6. At all times material hereto, Robert Nonnenmacher was an individual residing in Barefoot Bay, Brevard County, Florida.

7. At all times material hereto, Defendant, Barefoot Bay Recreation District, was an entity existing under the laws of the State of Florida with its principal place of business in Brevard County, Florida, and was a duly-authorized, independent special district, empowered to acquire and own recreation facilities and other common areas located within Barefoot Bay, Brevard County, Florida. Specifically, Defendant has been granted the authority to sue and be sued in this Court.

8. On August 24, 2017, Plaintiff, through counsel, placed Defendant and State of Florida Department of Financial Services on notice of his claim. Notice letters are attached as composite "Exhibit A."

#### **GENERAL ALLEGATIONS**

9. At all times material hereto, Defendant owned certain real property, and improvements on that property, constructed for the recreation and enjoyment of the residents of Barefoot Bay, Brevard County, Florida.

10. As the owner and/or operator of said real property and improvements, Defendant owed its invitees a duty to maintain said real property and improvements and keep them free of peril.

11. On or about September 4, 2016, Robert Nonnenmacher and Catherine Nonnenmacher were invitees of the Defendant, and went to the facility owned by the Defendant because it offered recreational activities including the use of a swimming pool.

12. Upon arriving at the Defendant's facility, Catherine made use of the changing room and shower facility located in close proximity to the swimming pool.

13. As she entered the changing room and shower facility located in close proximity to the swimming pool, Catherine tripped over an unmarked, improperly constructed, improperly maintained, step leading to the changing room and shower facility.

14. Catherine fell and impacted the wall of the changing room and shower facility causing the destruction of her shoulder joint, fracturing bones in her shoulder, and causing other personal injuries.

15. Catherine was attended to by her husband and others, while emergency services personnel were contacted.

16. Catherine was ultimately transported by ambulance to Sebastian River Medical Center for evaluation and treatment of her injuries.

17. Catherine was treated at Sebastian River Medical Center for a number of medical conditions as a result of her fall that included heart failure and other complications. These medical conditions required surgery on her shoulder that led to additional complications following the surgery and during her rehabilitation from surgery.

18. Ultimately, Catherine's fall at the Decedent's property resulted in her death on October 18, 2016, due to the complications resulting from her fall, her personal injuries sustained during the fall, and the required medical treatment received following her fall, during her hospital stay, and afterwards.

19. Defendant breached its duty to Catherine in the following manner:

- a. failing to use reasonable care in constructing and/or maintaining access to the changing room and shower facility;
- b. failing to properly supervise, maintain, and monitor access to the changing room and shower facility;
- c. failing to properly equip access to the changing room and shower facility with the appropriate devices or structures to assure safe access;
- d. failing to properly install access to the changing room and shower facility;
- e. failing to properly warn of the danger associated with access to the changing room and shower facility;
- f. failing to properly maintain access to the changing room and shower facility;
- g. failing to provide signage or other indicators of the dangerous condition for access to the changing room and shower facility;
- h. in other and further ways that will be proved at trial.

20. The acts or omissions of Defendant were a direct, proximate, and legal cause of the incident which occurred on September 4, 2016, which resulted in Catherine's death on October 18, 2016.

21. As a further and direct proximate result of the negligence of Defendant, the Estate of Catherine Nonnenmacher, has incurred funeral and burial expenses, and suffer the loss of future earnings and net accumulations, including future pensions and retirement benefits. Robert Nonnenmacher, Catherine's spouse, has suffered damages including loss of support and services, companionship, comfort, attention as well as mental anguish, pain and suffering.

WHEREFORE, ROBERT NONNENMACHER, as nominated Personal Representative of the Estate of Catherine Nonnenmacher, demands judgment in excess of \$15,000 against

Defendant, BAREFOOT BAY RECREATION DISTRICT, for damages, costs, and interest allowable by law, and trial by jury.

Dated this 18<sup>th</sup> day of October, 2018.

COLLINS, BROWN, BARKETT,  
GARAVAGLIA & LAWN, CHARTERED  
756 Beachland Boulevard  
Vero Beach, FL 32963  
Telephone: (772) 231-4343  
Facsimile: (772) 234-5213  
Primary Email: [mkissner@verolaw.com](mailto:mkissner@verolaw.com)  
Secondary Email: [mswords@verolaw.com](mailto:mswords@verolaw.com)



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MICHAEL G. KISSNER, JR.  
Florida Bar Number: 69393  
*Attorneys for the Plaintiff*



Collins, Brown, Barkett,  
Garavaglia & Lawn

CHARTERED  
ATTORNEYS AT LAW

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POST OFFICE BOX 3686, VERO BEACH, FLORIDA 32964-3686

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AARON V. JOHNSON  
MICHAEL G. KISSNER, JR.  
RONALD KEITH LAWN<sup>2,6</sup>  
C. DOUGLAS VITUNAC

JONATHAN D. BARKETT  
STEPHANIE M. HOCKE<sup>2</sup>

<sup>1</sup> BOARD CERTIFIED REAL ESTATE  
<sup>2</sup> MASTER OF LAWS TAXATION  
<sup>3</sup> MASTER OF LAWS REAL PROPERTY DEVELOPMENT  
<sup>4</sup> MASTER OF LAWS ESTATE PLANNING AND ELDER LAW  
<sup>5</sup> CERTIFIED CIRCUIT MEDIATOR  
<sup>6</sup> ALSO ADMITTED IN DC AND SC  
<sup>7</sup> ALSO ADMITTED IN CA  
<sup>8</sup> ALSO ADMITTED IN THE COMMONWEALTH OF THE BAHAMAS

WILLIAM W. CALDWELL, OF COUNSEL  
RALPH L. EVANS, OF COUNSEL  
STEVEN L. HENDERSON, OF COUNSEL<sup>1</sup>

August 24, 2017

**Via Certified Mail #7016 1370 0001 5911 5504 - Return Receipt Requested**

Barefoot Bay Recreation District  
625 Barefoot Boulevard  
Barefoot Bay, Florida 32976

RE: Our Client: Robert Nonnenmacher, as Surviving Spouse of Catherine Nonnenmacher  
Mrs. Nonnenmacher's Date of Birth: August 30, 1947  
Mrs. Nonnenmacher's Place of Birth: Tiffin, Ohio  
Mrs. Nonnenmacher's Social Security Number: [REDACTED]  
Mrs. Nonnenmacher's Date of Loss: September 4, 2016  
Mrs. Nonnenmacher's Date of Death: October 18, 2016

**CLAIMANT'S AMENDED NOTICE OF INTENT TO INITIATE LITIGATION AGAINST  
BAREFOOT BAY RECREATION DISTRICT PURSUANT TO FLORIDA STATUTE SECTION 768.28**

To Whom It May Concern:

Pursuant to Florida Statute Section 768.28, this letter will serve as an amended notice to you or otherwise place you on notice that the Claimant, ROBERT NONNENMACHER, as Surviving Spouse of CATHERINE NONNENMACHER, as referenced above, has claims for damages for personal injuries against the BAREFOOT BAY RECREATION DISTRICT as described herein.

Mrs. Nonnenmacher is a resident of Barefoot Bay and on the date of the accident was present at the pool area within the Barefoot Bay Recreation District. Before entering the pool, Mrs. Nonnenmacher went to shower off and, due to the unmarked and negligently designed step at the entry to the shower area, fell and suffered terrible injuries. Mrs. Nonnenmacher was rushed to Sebastian River Medical Center by ambulance and received care there for her injuries. As a result of complications of her injuries and surgeries required in an attempt to restore Mrs. Nonnenmacher, she died on October 18, 2016.

Prior to the incident that occurred inside the Barefoot Bay Recreational District, Mrs. Nonnenmacher was living a full life. Although she had ailments typical of a woman her age, she had no condition that put her at risk or restricted her from enjoying the golden years of her life.



Page Two  
Letter to Barefoot Bay Recreational District  
RE: Nonnenmacher  
August 24, 2017

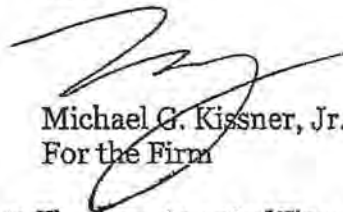
But for the inadequate and negligent design, care, and maintenance of the premises, Mrs. Nonnenmacher would still be enjoying a full life today. Robert Nonnenmacher, Catherine Nonnenmacher's husband and surviving spouse, seeks compensatory damages for his loss.

A Complaint is being brought against Barefoot Bay Recreational District for its negligence and/or the negligence of its servants, agents and/or employees. The Defendant, Barefoot Bay Recreational District is negligent and liable for the injuries and damages sustained by the Complainant, Catherine Nonnenmacher, deceased. The Claimant intends to be compensated for injuries and wrongful death.

Pursuant to Florida Statute Section 768.28(6)(c), the Claimant hereby states there are no prior adjudicating penalties, fees, fines, victim resolution fund, and other judgment of unpaid claim in excess of \$200.00, whether imposed by a civil, criminal, or administrative tribunal, owed by Claimant to the State, its agency, officer or subdivision.

I sincerely hope that this claim can be resolved within the statutory period, thus negating any further litigation.

Sincerely,



Michael G. Kissner, Jr.  
For the Firm

Enclosure: Copy of Amended Notice sent to The Department of Financial Services on August 23, 2017



Collins, Brown, Barkett,  
Garavaglia & Lawn

CHARTERED  
ATTORNEYS AT LAW

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THE BAHAMAS

WILLIAM W. CALDWELL, OF COUNSEL  
RALPH L. EVANS, OF COUNSEL  
STEVEN L. HENDERSON, OF COUNSEL<sup>1</sup>

August 24, 2017

**Via Certified Mail #7016 1370 0001 5911 5511 – Return Receipt Requested**

The Department of Financial Services  
The Division of Risk Management  
Bureau of State Liability Claims  
200 East Gaines Street  
Tallahassee, Florida 32399-0338

RE: Our Client: Robert Nonnenmacher, as Surviving Spouse of Catherine Nonnenmacher  
Mrs. Nonnenmacher's Date of Birth: August 30, 1947  
Mrs. Nonnenmacher's Place of Birth: Tiffin, Ohio  
Mrs. Nonnenmacher's Social Security Number: [REDACTED]  
Mrs. Nonnenmacher's Date of Loss: September 4, 2016  
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**CLAIMANT'S AMENDED NOTICE OF INTENT TO INITIATE LITIGATION AGAINST  
BAREFOOT BAY RECREATION DISTRICT PURSUANT TO FLORIDA STATUTE SECTION 768.28**

To Whom It May Concern:

This letter is to inform the Department of Insurance that this firm represents Robert Nonnenmacher, as Surviving Spouse of Catherine Nonnenmacher, gives his amended notice of a claim against Barefoot Bay Recreation District, a political subdivision of the State of Florida. Mrs. Nonnenmacher's date of birth, place of birth, and social security number are listed above.

Mrs. Nonnenmacher is a resident of Barefoot Bay and on the date of the accident was present at the pool area within the Barefoot Bay Recreation District. Before entering the pool, Mrs. Nonnenmacher went to shower off and, due to the unmarked and negligently designed step at the entry to the shower area, fell and suffered terrible injuries. Mrs. Nonnenmacher was rushed to Sebastian River Medical Center by ambulance and received care there for her injuries. As a result of complications of her injuries and surgeries required in an attempt to restore Mrs. Nonnenmacher, she died on October 18, 2016.

Page Two  
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RE: Nonnenmacher  
August 24, 2017

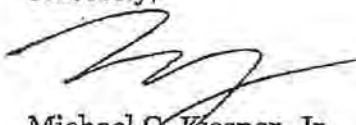
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But for the inadequate and negligent design, care, and maintenance of the premises, Mrs. Nonnenmacher would still be enjoying a full life today. Robert Nonnenmacher, Catherine Nonnenmacher's husband and surviving spouse, seeks compensatory damages for his loss.

A Complaint is being brought against Barefoot Bay Recreational District for its negligence and/or the negligence of its servants, agents and/or employees. The Defendant, Barefoot Bay Recreational District is negligent and liable for the injuries and damages sustained by the Complainant, Catherine Nonnenmacher, deceased. The Claimant intends to be compensated for injuries and wrongful death.

Pursuant to Florida Statute Section 768.28(6)(c), the Claimant hereby states there are no prior adjudicating penalties, fees, fines, victim resolution fund, and other judgment of unpaid claim in excess of \$200.00, whether imposed by a civil, criminal, or administrative tribunal, owed by Claimant to the State, its agency, officer or subdivision.

Sincerely,



Michael G. Kissner, Jr.  
For the Firm

IN THE CIRCUIT COURT, EIGHTEENTH JUDICIAL  
CIRCUIT, BREVARD COUNTY, FLORIDA

CASE NUMBER: 05 - 2018 - CA - 44170 -XXXX-XX

ROBERT NONNENMACHER

**Plaintiff/Petitioner,**

vs

BAREFOOT BAY RECREATION DISTRICT

**Defendant/Respondent,**

**DEFAULT**

IT APPEARING THAT

BAREFOOT BAY RECREATION DISTRICT

the Party(ies) in the above entitled suit having been duly served according to law, and that said Party(ies)

- ☒ have failed to file and serve any paper in the action within the time prescribed by law.  
☐ have failed to appear at the scheduled Pre-Trial Conference.

Therefore, a DEFAULT is entered in this action against the above named Party(ies).

Dated:       JULY 8      , 2019.

**Certificate of Service**

I certify that the foregoing document has been furnished to MICHAEL G KISSNER JR, ESQ  
mkissner@blockscarpa.com

by ☒ email ☐ mail on       JULY 8      , 2019.

Scott Ellis  
Clerk of the Court

By Charita K 8 

Deputy Clerk: C.ROGERS

Law 124 / Rev. 10-23-2018

1



## **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, ICMA-CM, Community Manager

**Date:** February 25, 2020

**Subject:** Manager's Report

### Finance

- As of February 6th, 2020, \$3,141,802.61 (net) or 82.4% of the annual assessment receipts were received. Details are attached.

### Resident Relations

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

- (3) Old Business – Approved
- (8) Consent Items – Approved
- (10) Other Items - Approved

#### **ARCC Meeting 02/18/20**

- (2) Old Business - Approved
- (13) Consent – Approved
- (15) Other Items
  - (2) Tabled
  - (13) Approved

#### **ARCC Meeting 03/02/20**

- Next meeting

#### **VC Meeting 02/14/20**

- (41) Cases on the agenda
  - (12) Cases came into compliance prior to the meeting
  - (8) Cases that DOR is working with the homeowner
  - (21) Cases were found in violation

## VC Meeting 02/28/20

- Next meeting

### Food & Beverage

For resident convenience, there is now a permanent ATM in the Lobby of Building A which can be accessed from 9am-10pm.

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.

The **Dueling Pianos** are coming to Barefoot Bay for two shows on March 28th and March 29th. Tickets are \$15 and will be sold on Monday, March 3 at 9am in the Administration conference room.

Flyers with all the details are posted.

### Golf-Pro Shop

- Tournaments at BBRD Golf Course:
  - CVO Tournament
    - March 7<sup>th</sup>, 08:30am Shotgun
    - \$28 to \$38 based on golf membership status
    - Sign up at pro shop on-going
    - For more information call 664-3174
  - 18 Hole Ladies Invitational
    - March 10<sup>th</sup>, 08:30am Shotgun
    - \$28 to \$48 based on golf membership status
    - Sign up at Pro Shop on-going
    - For more information call 664-3174
- BBRD Song CD available for purchase
- Lake bank restoration project complete
  - Grow in will take about 2 weeks



### Property Services

- Set up and broke down for the Barefoot by the Lake Festival
- Continued work on the miniature golf course project
- Cleaned all evaporator coils on A/C units
- Pressure washed the entrance walls and prepared for paint
- Pressure washed the sidewalks and shuffleboard courts
- Continued work on the FY21 Property Services Budget requests
- Replaced Pool 3 pump
- Resolved mystery water leak in the Veteran's Gathering Center
- Painted fences at pools 2 & 3
- Replaced burned out lights on shuffleboard with LED fixtures
- Installed shutoff on waterline near bocce
- Continued soliciting bids for various projects
- Repaired damaged urinal valve at building A men's room
- Continued to meet with and develop proposal for pool 1 and 2 pit projects
- Re installed Peek box at building C
- Installed replacement panels for building A Kitchen and the main distribution panel
- Continued soliciting bids and quotes for various projects

# FY 2020 Assessments Received.xlsx

Date Received	Gross Distribution	Penalty Income	Interest Income	Prior Assessments	FY 2019 District Assessment	Collection Discount	Collection Fee	Postage Fees	Net Deposit
11/08/19	\$ 171,437.73		\$ 194.48		\$ 171,243.25	\$ (8,718.58)	\$ (3,254.38)		\$ 159,464.77
11/26/19	1,477,707.99			(738.00)	1,478,445.99	(58,973.75)	(28,389.44)		1,390,344.80
12/13/19	851,092.39				851,092.39	(33,980.33)	(16,342.25)		800,769.81
12/20/19	257,068.82				257,068.82	(8,971.01)	(4,961.96)		243,135.85
01/10/20	228,040.27		7,077.55	8,496.00	219,544.27	(6,543.53)	(4,260.01)		224,314.28
02/06/20	328,040.04		52,893.03	74,406.12	204,939.50	(4,198.61)	(4,014.82)	(252.12)	323,773.10

\$ 3,313,387.24	\$ -	\$ 60,165.06	\$ 82,164.12	\$ 3,182,334.22	\$ (121,385.81)	\$ (61,222.86)	\$ (252.12)	\$ 3,141,802.61
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Budget: \$ 3,863,365.00      3.81%      1.92%

% of Budget Collected:      82.4%

Balance to Collect: \$ 681,030.78