

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

Friday, January 11, 2019

1:00 PM

1225 Barefoot Boulevard, Building D/E



BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting
Friday, January 11, 2019 at 1 P.M.
Building D&E

AGENDA

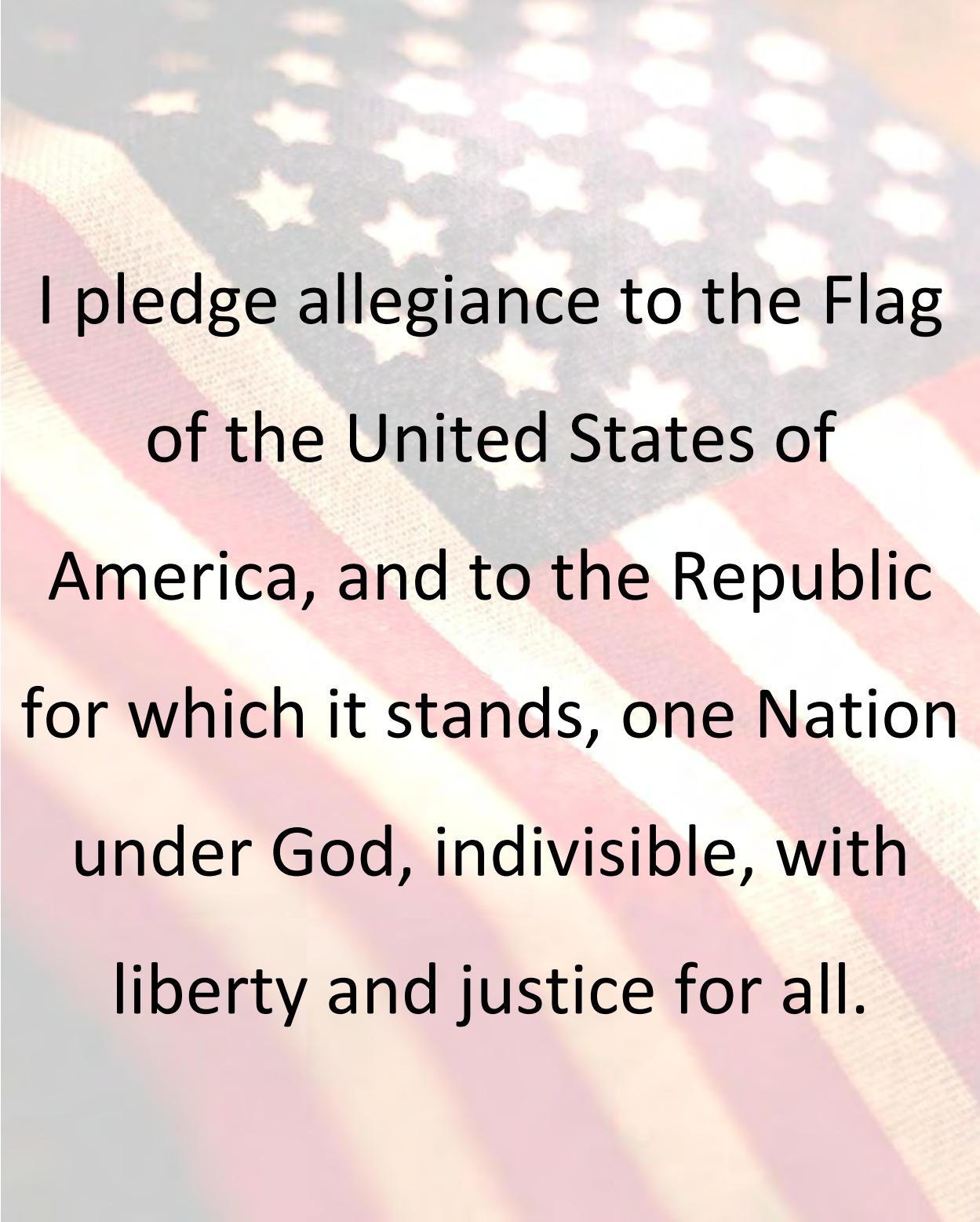
Please silence all electronic devices

1. Thought for the Day
2. Pledge of Allegiance to the Flag
3. Roll Call
4. Presentations and Proclamations
5. Approval of Minutes
6. Treasurer's Report
 - New Oath of Office
 - Reorganization of the Board
7. Audience Participation
8. Unfinished Business
9. New Business
 - A. DOR Violations
 - i. Case #17-004203 916 Spruce Street
 - ii. Case #18-003201 909 Hemlock Street
 - B. Neighborhood Revitalization Program Appointment
 - C. Neighborhood Revitalization Program Purchase Confirmation
 - D. Explanation of \$25,000 Charter Requirement by General Counsel Repperger
 - E. Utility Cart Replacement Award of Contract
 - F. Statewide Mutual Aid Agreement
 - G. Building C Exterior Renovation Request for Proposal Announcement
10. Manager's Report
11. Attorney's Report
12. Incidental Trustee Remarks
13. Adjournment

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

Thought of the Day





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

Roll Call

Trustees

Chairman - Mr. Lavier

1st Vice Chair - Mr. Diana

2nd Vice Chair – Mr. Wheaton

Secretary - Mr. Klosky

Treasurer - Mr. Cavaliere

Also Present

General Counsel- Cliff Repperger, Jr., Esq.

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

District Clerk - Dawn Myers

Presentations

Approval of Minutes



BAREFOOT BAY RECREATION DISTRICT

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

Meeting Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on December 7, 2018 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Lavier called the meeting to order at 1:00 P.M.

Thought for the Day

Mr. Lavier asked for a moment of silence to honor our service personnel both past and present who have helped protect our country. He also asked that we remember our Barefoot Bay residents both past and present. Mr. Lavier asked the residents to remember former Trustee and long-time Barefoot Bay resident Mr. Richard Bleau who passed away this week.

Pledge of Allegiance to the Flag

Led by Mr. Wheaton.

Roll Call

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

Presentations

Home Owner's Association Proclamation

Chairman Lavier presented a Proclamation to Mr. Roger Compton, President of the HOA and the representatives of the HOA, thanking them for all the work they have done for the residents in Barefoot Bay over the years and the recent accomplishments in the past two years. He acknowledged the organization's announcement that they will transition from their old title of HOA to a new name. Beginning in January 2019 the HOA will officially be known as the Civic Volunteer Organization (CVO).

Minutes

Mr. Cavaliere made a motion to approve the minutes from November 9, 2018 and the Townhall Meeting on November 27, 2018 as written. Second by Mr. Klosky. Motion carried unanimously.

Treasurer's Report

Mr. Cavaliere read the Treasurer's Report for December 7, 2018.

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

Audience comment On Agenda Items

Ms. Fran Solecki presented a signed petition from 100 residents requesting the Lounge happy hour return to the to 2-6pm time frame.



BAREFOOT BAY RECREATION DISTRICT

Old Business

Pool Temperatures

Audience Participation

Ms. Linda Hengst spoke on behalf of the regular patrons of Pool 2 regarding raising the Pool temperature. She asked the Board to reconsider keeping the temperature between 80-82 and raise it to 84 degrees. She suggested pool covers for the pools to help keep the temperature stabilized. Ms. Hengst stated that the lower temperature is uncomfortable for most pool users that appreciate the warmer temperature in the pools for therapeutic reasons. Mr. Richard LePage commented on the temperature of the pools. He asked Mr. Coffey to clarify the difference in the pool heaters BTU (British Thermal Unit) energy measurement.

Board Discussion

Mr. Klosky stated that he requested this topic for the agenda due to requests from the residents.

Mr. Coffey discussed the reoccurring topic of pool temperature on the agenda. He stated that the Property Services department has had to contend with the heaters breaking down every winter. The Board approved a larger heater but the recommendation from the vendor states that the temperature should be maintained between 80-82. He addressed the prior comment about pool covers stating that they would be a good resource to help keep the pool temperatures warm. The Board discussed the previous motion to keep the temperatures at the manufacturer's recommendation. Mr. Cavaliere stated that the prior discussion clearly stated that the Board would like staff to keep the temperatures at the manufacturer's recommendation. Mr. Coffey suggested a compromise with the purchase of pool covers. Board consensus to keep the pool temperatures as they are and allow the new Board of Trustees to research the possibility of acquiring new pool covers.

Neighborhood Revitalization Program (NRP) Realtor Selection

The Board discussed General Counsel Repperger's recommendation for the sale of as-is properties via the NRP. He based his opinion on current State and County policies, suggesting that the NRP adopt a policy for putting the properties up for public auction as an alternative to selecting a real estate for all land acquisitions as recommended by the NRP Committee. General Counsel maintained that this process would give a wider portion of the public access to purchase the properties and provides the potential for a higher selling price. Staff recommended the Board refrain from selecting a realtor and instruct staff to auction individual properties via the currently used website (www.govdeals.net).

Mr. Klosky made a motion to direct staff to auction individual properties via an online auction site. Second by Mr. Diana. Motion carried unanimously.

New Business

DOR Violations

Case # 17-004203 - 909 Spruce Street ARTICLE II, SECT. 3 (A) (2) ADIR (garage or carport roof)

Staff requested the Board defer to next meeting.

Board consensus to defer Case # 17-004203 to the next meeting.

Case # 17-004363 - 614 Royal Tern Drive ARTICLE II, SECT. 3 (A) (2) ADIR (garage or carport roof)

Mr. Cavaliere made a motion to refer Case # 17-004363 to the attorney for legal action, equitable or other appropriate action with failure to comply. Second by Mr. Wheaton. Motion carried unanimously.

Case # 17-006158 - 947 Jacaranda Drive ARTICLE III, SECT.10 and SECT. 2(D) Condition of Skirting

Mr. Cavaliere made a motion to refer Case # 17-006158 to the attorney for legal action, equitable or other appropriate action with failure to comply. Second by Mr. Wheaton. Motion carried unanimously.



BAREFOOT BAY RECREATION DISTRICT

Case # 18-000148 - 901 Waterway Drive ARTICLE III, SECT.11 and SECT 2(D) Exterior Maintenance

Mr. Cavaliere made a motion to refer Case # 18-000148 to the attorney for legal action, equitable or other appropriate action with failure to comply. Second by Mr. Diana. Motion carried unanimously.

Case # 18-002658 - 901 Waterway Drive ARTICLE III, SECT. 3 (A) (B) (C) (D) (E) Vehicle Violations (Boats/Trailer/RV/Comm. Vehicles, Etc.) - Came into compliance by meeting date.

Case # 18-002962 - 414 Barefoot Blvd ARTICLE III, SECT. (13) TEMPORARY PORTABLE OR FREE-STANDING STRUCTURES

Mr. Cavaliere made a motion to refer Case # 18-002962 to the attorney for legal action, equitable or other appropriate action with failure to comply. Second by Mr. Diana. Motion carried unanimously.

Case # 18-003438 - 942 Jacaranda Drive ARTICLE III, SECT.11 and SECT 2(D) Exterior Maintenance

Mr. Cavaliere made a motion to refer Case # 18-003438 to the attorney for legal action, equitable or other appropriate action with failure to comply. Second by Mr. Diana. Motion carried unanimously.

Case # 18-004699 - 414 Barefoot Blvd ARTICLE II, SECT. 2 ARCC No Permit

Mr. Cavaliere made a motion to refer Case # 18-004699 to the attorney for legal action, equitable or other appropriate action with failure to comply. Second by Mr. Diana. Motion carried unanimously.

Case # 18-004700 - 414 Barefoot Blvd ARTICLE II, SECT. 3 (A) (9) ADIR Landscaping & Privacy Materials

Mr. Cavaliere made a motion to refer Case # 18-004700 to the attorney for legal action, equitable or other appropriate action with failure to comply. Second by Mr. Diana. Motion carried unanimously.

Case # 18-003201 - 909 Hemlock Street ARTICLE II, SECT. 3 (A) (2) ADIR (garage or carport roof)

Mr. Cavaliere made a motion to refer Case # 18-003201 to the attorney for legal action, equitable or other appropriate action with failure to comply. Second by Mr. Wheaton. Motion carried unanimously.

Case # 18-001009 - 922 Fir Street ARTICLE III, SECT. 2 (C) (D) Condition of Prop. (C) Unauthorized items

Mr. Cavaliere made a motion to refer Case # 18-001009 to the attorney for legal action, equitable or other appropriate action with failure to comply. Second by Mr. Wheaton. Motion carried unanimously.

Florida Mobile Mammography

Ms. Kerri Lawrence of Florida Mobile Mammography (FMM) addressed the Board about the mobile mammogram program she represents. Ms. Lawrence explained that FMM travels to communities and wherever they are needed to offer mammograms to individuals that may have transportation issues. She explained that they do bill the insurance companies but they do not have a fee to come out to the community. Ms. Lawrence stated that the goal is to provide an easy and more accessible means to get this very important screening done for those that cannot make it to an office. Mr. Cavaliere discussed the consequences of allowing a business to come in to the community as it may promote additional businesses to follow suit. Mr. Diana stated that as a supporter of breast cancer awareness, he supports the mobile mammogram service for Barefoot Bay. Mr. Wheaton clarified that since they are not trying to rent a facility to provide the service, but only asking to use the parking lot as a facility, he doesn't see it as a problem. Mr. Klosky agreed. Mr. Diana made a motion to allow Florida Mobile Mammography to enter the community on an 8-week rotation seconded by Mr. Wheaton. General Counsel Repperger suggested drafting an agreement stating clear parameters between the mammogram organization and the District. Mr. Diana amended his motion.

Mr. Diana made a motion to allow staff to draft an agreement between Florida Mobile Mammography and Barefoot Bay Recreation District, stating clear parameters regarding permitting the company to enter the community on an 8-week rotation. Second by Mr. Wheaton. Mr. Cavaliere opposed. Mr. Lavier abstained. Motion passed 3-1.



BAREFOOT BAY RECREATION DISTRICT

Donation Request: BFBHOA

Audience Participation

Ms. Kathryn Lesh voiced strong opposition to the use of the Home Owners Association (HOA) class action suit funds for a purchase without going to the residents for input.

Mr. Roger Compton, President of the HOA, spoke on behalf of the HOA and the donation of a pavilion for the patio area south of Building A. He stated that the HOA donation was carefully considered before purchase and will benefit all the residents. He added that the HOA will pay for the purchase and the installation.

Mr. Cavaliere made a motion to accept the donation request from the BFBHOA. Second by Mr. Diana. Motion carried unanimously.

Lochmandy Letter Matter

Mr. Cavaliere requested legal clarification and commentary from General Counsel Repperger regarding the letter sent to all the Trustees by Mr. J.R. Lochmandy regarding critical statements made about him and his daughter at the November 9, 2018 BOT meeting by Mr. Wheaton. He stated he was concerned about the legal ramifications of the statements made regarding a family dispute and if the District is liable for malfeasance based on Mr.

Wheaton's status as Trustee on the Board. General Counsel Repperger stated that upon his review of the issue he does not see this incident reaching the level of malfeasance. He did advise the Board that they have the power to govern themselves by deliberating on the incident on their own according to the Charter. Mr. Wheaton explained the reasoning behind his statement was because his many years working with women and children in jeopardy taught him to be forthright about the inherent dangers to families at risk. In conjunction with the public malicious tone of the elections at the time, he stated that he felt the statement had to be said.

Mr. Cavaliere made a motion that the Board officially declare that they do not approve of the statements made by Mr. Wheaton at the November 9, 2018 meeting regarding Mr. J.R. Lochmandy. Second by Mr. Diana. Mr. Wheaton declared his abstinence based on admission that Mr. Cavaliere discussed the topic with him prior to the meeting which is a violation of the Sunshine Law. Motion passed 4-0.

Trustee-elect Randy Loveland stated that he is disappointed that this item is on the agenda. He maintained that the business of the Board is to discuss the needs of the community not spend time going over personal agendas. He stated that he hoped these sorts of issues will not continue into discussion on the new Board agenda and as a new Trustee he will discourage such topics from being put on the agenda going forward.

Mr. Lochmandy stated that the statements written about Mr. Wheaton in his newspaper were factual but his statements at the November meeting about him and his daughter were false. He addressed Mr. Wheaton directly, stating that as a trustee he should always lead as an example by presenting a respectable public image.

FY19 Employee Pay and Classification Plan

Mr. Coffey presented the FY19 employee pay and classification plan, as budgeted, updated for compliance with the 2019 Florida minimum wages of \$5.44 for tipped employees and \$8.46 for non-tipped employees.

In order to address the deficiency in the BBRD Pay and Classification Plan, the Community Manager recommends the BOT approve the accompanying resolution and adopt the FY19 Employee Pay and Classification Plan effective December 24, 2018 with a maximum of a 4.0% combined COLA and merit increase. He stated that a decision point will be brought to the Board at a future date once an informal pay grade study with comparative positions is completed.



BAREFOOT BAY RECREATION DISTRICT

Mr. Klosky made a motion to approve the accompanying resolution and adopt the FY19 Employee Pay and Classification Plan effective December 24, 2018 with a maximum of a 4.0% combined COLA and merit increase. Second by Mr. Diana. Motion passed unanimously.

Ratification of Chairman Lavier's Signatures for New Administration Building Utility (Water Line) Conveyance

Mr. Coffey explained that a new eight-inch water line was required to be run from Brevard County's water line (running on the north side of Barefoot Boulevard within the right-of-way) for the New Administration Building to service the required fire hydrant and potable water to the building. Before Brevard County will allow the contract to backfill the construction pit, a conveyance of the line and granting of an easement (through BBRD property to the site of the hydrant is required). To expedite the closure of the construction pit, the Community Manager requested Chairman Lavier sign the required forms before the meeting and then seek ratification for his actions from the BOT.

Mr. Diana made a motion to ratify Chairman Lavier's signature on the attached utility conveyance forms. Second by Mr. Klosky. Motion passed unanimously.

Manager's Report

Office of the District Clerk

- **Web-based Agenda System Update** – The system is currently being customized to BBRD standards. Staff is scheduled to have an initial introduction from the vendor representative on the new process next week.
- **New ADA Compliant Website Update** – Staff is currently seeking bids from website design providers. Two bids have been received and vetted.
- **IRMA FEMA Reimbursement Update** – For over a year the District Clerk has worked on getting the reimbursement for the cost of damages from Hurricane Irma reviewed and approved by FEMA. After several revisions and requests for additional information, BBRD recently received confirmation eligibility for \$12,374.18 in federal funds. These are federal funds from BBRD's insurance company. The Federally Funded Sub-award and Grant Agreement was executed and mailed back to FEMA this week. Staff should receive the funds within the next few weeks.

Finance

- **FY19 Assessment Collection Update** – \$1,192,718.76 (gross) or 32.1% of the FY19 Budget has been received as of November 28th. Please see attached for details.

Resident Relations

ARCC Update:

- November 27th – 22 permits were on the agenda (1 old, 11 consent and 10 non-consent) with all being approved except one non-consent being denied.
- December 11th – 34 are on the agenda (13 consent, 19 non-consent and 1 old).

Violations Committee Update:

- December 7th – 26 cases are on the agenda.

Interesting Fact

- In November, 61 new homeowners received their badges representing 49 home sales.



BAREFOOT BAY RECREATION DISTRICT

Food and Beverage

- The Lounge and 19th Hole will close at 6pm on Christmas Eve and are closed Christmas.
- **A Motown Christmas with Ladies of Soul** is scheduled for Saturday, December 22nd in the Lounge from 6-10pm. No tickets are needed, and food will be available.



- **Barefoot by the Lake update** – Tickets are still available for the Beach Boys/Eagles tribute band concert on the Barefoot Bay festival grounds on February 15, 2019. Field seat tickets may be purchased in the BFBHOA office for \$10. Tickets are SOLD OUT for seats behind the Lounge. There will be open free seating available, however, if you want a guaranteed seat, Barefoot Bay residents can purchase tickets now. Our friends from the North, West and South who are not here yet, can call the BFBHOA office to reserve their tickets.
- **New Year's Eve Update** – Tickets for New Year's Eve seats for the Lounge and 19th Hole parties are still available at the Lounge and the 19th Hole.
- **F&B Special Event: The Beatle Guys** –The tribute band show on January 26th in Building A from 7-10pm is SOLD OUT! A second show is scheduled for Saturday, February 2nd, same time and location. Tickets may be purchased by calling 772.664.4801. As always, flyers with all the details are posted.

Golf-Pro Shop

Projects Update

- Picnic Area: 4 picnic tables with umbrellas added, concrete base and screenings will be done by Property Services
- No. 5 drainage is substantially completed (restoration expected to be completed by Jan 2020)
- Expanded cart parking area (Estimated completion mid-December)
- Irrigation jockey pump motor failing (troubleshooting being conducted)

Christmas Day Hours

- Course is closed

Ernie says "there are only **17** more shopping days till Christmas. Do not battle the crowds at the mall or worry about giving your credit card number to a faceless website, you're your authorized BBRD logoed merchandise at the Pro Shop."



Property Services

- Replaced old burned out lighting at the shuffle board courts with LED fixtures



BAREFOOT BAY RECREATION DISTRICT

- Re-adjusted lighting for the pickleball courts
- Installed new irrigation piping for the New Administration Building. Phase two and the installation of the landscaping will be completed within the next 60 days.
- Installed Christmas decorations
- Trimmed large trees along the Barefoot Blvd. and common grounds
- Replaced broken lock at the beach
- Replaced broken gate at pool #3
- Repaired broken pipe behind the tennis courts
- Poured concrete pads for the new picnic area at the 19th hole
- Installed crushed concrete and tables for the new picnic area at the 19th hole
- Replaced Flag lights on US 1 with LED fixtures
- Updated assessment of Building C in anticipation of release of RFP in January

General Information

December 18th Buildings and Amenities Early Closure – To allow all employees to attend the annual employee Christmas party, all buildings and amenities will close at 5pm on Tuesday the 18th.

Lounge Conceptual Design Follow-up Workshop – The second workshop was held on November 21st with direction being given to staff to post the conceptual floorplans and renderings at the Lounge and develop a feedback form for use by the residents. However, the signed proposal from TLC only covered two workshops with a final product being due after comments received from the second workshop. The BOT needs to decide if they want to seek an amendment to the proposal for a third workshop to provide feedback to the design team (based on the feedback cards) or close out the project as it currently stands. Consensus of the Board to schedule a third Lounge Conceptual Workshop.

Special Message from the North Pole

Mr. Coffey stated that two people in Barefoot Bay were in jeopardy of being on the naughty list this year based on their actions, but he was happy to say that he received word that he and Mr. Cruz were officially on the good list along with everyone else in the Bay! Merry Christmas to all.

Attorney's Report

General Counsel Repperger requested an official motion to start the eviction proceeding against the Blissful Things Florist Shop in the Shopping Center due to the state of their arrears.

Mr. Cavaliere made a motion to move forward with the eviction process for Blissful things. Second by Mr. Klosky. Motion passed unanimously.

General Counsel gave updates on several DOR cases that have been sent to his office.

Trustee Incidental Report

Mr. Lavier commented on the attacks on Trustees while sitting on the Board stating that it does not feel good regardless of how it is directed. He wished the new Trustees luck on the Board and hoped they would not have the same experience. On behalf of the Board of Trustees he wished everyone a Merry Christmas and Happy Holidays.

Mr. Diana urged the residents that have not taken advantage of the joint Red Cross Program/COV smoke alarm installation program to please do so as soon as possible. He reminded the residents to take part in the free program as there is a limited time frame to get out safely once a fire has started. He thanked Ms. Kathy Lesh for her professionalism in installing the smoke alarm in his own home.



BAREFOOT BAY RECREATION DISTRICT

Mr. Wheaton reiterated that he may have used the wrong forum but defended his statement at the November 9th BOT meeting due to his conviction about speaking out against the dangers of abuse to women and children.

Mr. Klosky thanked everyone for attending the Christmas Parade this past Sunday stating that it was a huge success. Next year he plans on having a marching band and bagpipes to join in the fun. Mr. Klosky wished everyone a Merry Christmas and a Happy New Year.

Mr. Cavaliere stated that it was a pleasure serving on the Board for the past 4 years. His goal was a focus on repairing the infrastructure and he is confident that he has succeeded. Mr. Cavaliere discussed the past Trustees and the challenges they faced in managing a newly acquired community. He maintained that all past Trustees have done their best to contribute to the betterment of the Bay. Mr. Cavaliere encouraged the residents to trust that the Trustees are on the Board to improve the community even if they hold a different opinion from them.

Adjournment

Mr. Cavaliere made a motion to adjourn.

The next meeting will be on Friday, January 11, 2019 at 1PM in Building D/E.

Meeting adjourned 3:07PM.

Joseph Klosky, Secretary

Dawn Myers, District Clerk

Treasurer's Report

Barefoot Bay Recreation District

Treasurer's Report

January 7, 2019

Cash Balances in General Fund as of 1/3/19

Petty Cash **Total Petty Cash:** \$ 2,000.00

Operating Cash in Banks

MB&T Operating Account 3,088,013.51
Total Operating Accounts: **3,088,013.51**

Interest Bearing Accounts

SBA Reserve Account 677,573.54
Total Interest Bearing Accounts **677,573.54**

Total Cash Balances in General Fund: **\$ 3,767,587.05**

Total Daily Deposits and Assessments Received for 11/30 - 1/3/2019

Daily deposits: \$ 352,341.09
 Assessments received (from County only): 1,481,060.49
Total Deposits Received **\$ 1,833,401.58**

Expenditures over \$5,000 for 11/30 - 1/3/2018:

Check Number	Vendor	Description	Check Amount
181206	Florida Department of Revenue	11/2018 Sales Tax	16,880.26
181212	Paychex	Net Payroll - PPE 12/9	59,900.97
181213	US Treasury	Payroll Taxes - PPE 12/9	17,121.44
181226	Paychex	Net Payroll - PPE 12/23	60,455.79
181227	US Treasury	Payroll Taxes - PPE 12/23	17,152.60
51651	ABM Landscape & Turf Services	11/2018 Maintenance	38,691.16
51672	Florida Power & Light Co	11/2018 Electricity	7,530.07
51681	Home Depot Credit Services	Supplies, Hardware and Equipment	6,530.55
51695	Papico Construction, Inc.	Final payment for Pickel Ball Court Conversion	9,330.00
51700	Rossway Swan Tierney et al	11/2018 Legal	14,789.89
51705	Special District Services, Inc	11/2018 Management Fee	13,055.08
51712	US FoodService, Inc.	F&B Materials & Supplies	6,270.73
51731	Complete Restaurant Equipment	Refrigeration Condenser	6,675.00
51747	Reynolds General Contractors, Inc.	Draw # 8 - net Retainage	112,989.60
51767	Deck The Halls Of Barefoot Bay Inc	Christmas for kids tournament	5,345.00
51789	Florida Municipal Insurance Trust	2nd Payment -General, Auto, Property & WC Insurance FY 2019	47,144.50
51815	Acushnet Company	Merchandise Inventory	7,212.65
51819	US FoodService, Inc.	F&B Materials & Supplies	10,815.39
51825	Rossway Swan Trust Account	NRP - 831 Thrush	20,610.56
51828	ABM Landscape & Turf Services	12/2018 Maintenance	38,691.16
51844	Card Service Center	Office Furniture, Labor Law Posters, Materials & Supplies	5,302.60
51854	Oliver P.L.	12/2018 Legal	12,162.00
51858	Special District Services, Inc	12/2018 Management Fee	13,098.51
51862	TLC Engineering for Architecture Inc	Lounge Floor Plan, Professional Services	8,155.00
51870	Health First Health Plans	1/2019 Health Insurance	18,801.53
51891	Florida Power & Light Co	12/2018 Electricity	6,645.10

Total Expenditures over \$5,000 **\$ 521,456.17**

Audience Participation

Unfinished Business

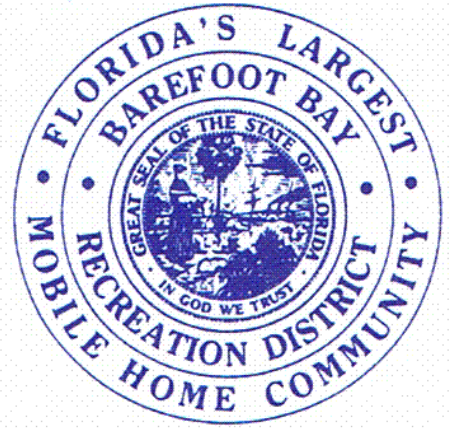
New Business

Board of Trustees Meeting Agenda Memo

Date: January 11, 2019
Title: **DOR Violation 17-004203**
916 Spruce Street

Section & Item: 9A I
Department: Resident Relations: DOR Enforcement
Fiscal Impact: N/A
Contact: Rich Armington, Resident Relations Manager
Attachments: Notices and Pictures

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



Requested action by the Board of Trustees

Review violation and referral to General Counsel Repperger.

Background and Summary Information

Violation case was started 9/18/2017. Fifteen inspections have been completed. The property has been on social membership suspension for 5 months. The Violation committee found the property in violation on 8/10/18. Staff has Affidavit of Notices, statement of violation, affidavits of non-compliance and notice of hearings. Respondent has been notified by First Class Mail and Certified Mail.

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. 17-004203

#0901/ 17-004203

SIEGEL, RICHARD W

916 SPRUCE ST

BAREFOOT BAY, FL 32976

Respondent(s),

AMENDED 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. 3 (A) (2) ADIR (garage or carport roof)**

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

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 3 Lot # 26

916 SPRUCE STREET

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): no carport/must have a carport that meets ARCC requirements (11'X18' minimum)

DATE OF VIOLATION FIRST OBSERVED: Sep 18, 2017

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

June 18, 2018 via First Class

July 19, 2018 via Certified return receipt requested.

December 29, 2018 POSTED

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: January 7, 2018



Stephane Fecteau, DOR Inspector
772-664-4722

December 28, 2018



916 Spruce BOT NO CARPORT
Stephane Fecteau
Dec 05, 2018

**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 **01:00 PM** on **January 11, 2019** 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 771-664-4722.

December 28, 2018

Deed of Restrictions STAFF

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 17-004203

#0901 / 17-004203
SIEGEL, RICHARD W,
916 SPRUCE ST
BAREFOOT BAY, FL 32976

Respondent(s),

**RE: 916 SPRUCE STREET
Barefoot Bay, FL 32976**

AFFIDAVIT OF NOTICES

STATE OF FLORIDA
COUNTY OF BREVARD

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

1. That on or about the _____ day of _____ 2018, 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 _____ 2018, 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 _____ 2018, 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 _____ 2018, 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__.



Stephane Fecteau, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20__ by Stephane Fecteau, 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: January 11, 2019
Title: **DOR Violation**
= **Street**

Section & Item: 9A II
Department: Resident Relations: DOR Enforcement
Fiscal Impact: N/A
Contact: Rich Armington, Resident Relations Manager
Attachments: Notices and Pictures

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



Requested action by the Board of Trustees

Review violation and referral to General Counsel Repperger.

Background and Summary Information

Violation case was started 7/12/2018. Seven inspections have been completed. The property has been on social membership suspension for 6 months. The Violation committee found the property in violation on 7/27/18. Staff has Affidavit of Notices, statement of violation, affidavits of non-compliance and notice of hearings. Respondent has been notified by First Class Mail and Certified Mail.

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. 18-003201

#2613/ 18-003201

FULLERTON, ROBERT B
909 HEMLOCK ST
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 II, SECT. 3 (A) (2) ADIR (garage or carport roof)**

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

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 7 Lot # 2
909 HEMLOCK STREET
BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Carport is not ARCC approved. Carport dimensions must be at least 11'X18'

DATE OF VIOLATION FIRST OBSERVED: Jul 12, 2018

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

December 13, 2018 POSTED
July 12, 2018 via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: January 07, 2019



Stephane Fecteau, DOR Inspector
772-664-4722

December 13, 2018



12/05/2018 11:51:41
909 Hemlock BOT CARPORT IS NOT 18' LONG
Stephane Fecteau
Dec 05, 2018

**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 **01:00 PM** on **January 11, 2019** 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 771-664-4722.

December 13, 2018

Deed of Restrictions STAFF

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

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 18-003201

#2613 / 18-003201

FULLERTON, ROBERT B,
909 HEMLOCK ST
BAREFOOT BAY, FL 32976

Respondent(s),

RE: 909 HEMLOCK STREET
Barefoot Bay, FL 32976

AFFIDAVIT OF NOTICES

STATE OF FLORIDA
COUNTY OF BREVARD

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

1. That on or about the _____ day of _____ 2018, 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 _____ 2018, 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 _____ 2018, 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 _____ 2018, 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_____.



Stephane Fecteau, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20_____ by Stephane Fecteau, 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: January 11, 2019
Title: **Neighborhood Revitalization Program (NRP) Appointments**
Section & Item: 9B
Department: Resident Relations: DOR Enforcement
Fiscal Impact: N/A
Contact: Rich Armington, Resident Relations Manager/H.R. Coordinator; or John W. Coffey, ICMA-CM, Community Manager
Attachments: Excerpt from Rules of the BOT and Rules of the NRP
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Selection of three Trustees to serve as a voting member of the RFP committee.

Background and Summary Information

In 2017, the Board formed a sub-committee of the BOT to formalize the program formally known as "Removal of Derelict Homes" and to provide a mechanism that certain procurements could be made outside of public meetings with approval of one Trustee (NRP Chairman) and then confirmation at the next BOT meeting for transparency purposes.

In 2017, Trustees Cavaliere, Geier and Klosky were appointed to the sub-committee.

In 2018, Trustee Wheaton was appointed to fill the vacancy of created when Trustee Geier left the BOT.

Per the Rules of the NRP, Staff recommends the BOT appoint three Trustees to serve on the NRP for calendar year 2019.

Section 5

Chairperson of the Neighborhood Revitalization (NRP) Program BOT Sub-Committee

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

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

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

ARTICLE VII CONFLICT OF INTEREST

Section 1

“A code of ethics for all state employees and non-judicial officers prohibiting conflict between public duty and private interest shall be prescribed by law.” (Article III, Sec. 18, Fla. Const.) This mandated Code of Ethics is found in Chapter 112 (Part III) of the Florida Statutes.

ARTICLE VIII ADMINISTRATIVE DUTIES

Section 1

The Board of Trustees employs a Community Manager who is the chief appointed officer responsible for the daily operations and management of all BBRD personnel and functions. The Board of Trustees, as a group in public meetings, provides direction to the Community Manager regarding policy and operational activities. The Board of Trustees is responsible for the selection, evaluation and termination of the Community Manager and/or management company (in lieu of directly hiring a Community Manager). Individual Trustees may discuss any specific issue with the Community Manager in private, but shall not provide specific direction regarding District administrative operations of BBRD, including the operation of individual departments or and management of employees.

Rules of the Neighborhood Revitalization Program (NRP) BOT Sub-Committee

Purpose

The NRP shall provide guidance to staff and recommendations to the BOT regarding BBRD's efforts to revitalize neighborhoods by the acquisition of distressed properties, removal of structures and sale of lots (for new owners to construct homes). Target properties shall include ones with histories of DOR violations, criminal activity, nuisances, and those that generally depress the likelihood of private sector improvement in existing properties and/or the construction of new homes.

Duties/Responsibilities

- Elect a Chairman and Vice-Chairman annually.
- Advise staff in the development of a list of target properties to be acquired under the NRP.
- Provide formal recommendations to the BOT regarding any changes needed to the Policy Manual or Rules for the BOT as needed for the efficient and effective operations of the NRP.
- Meet no less than semi-annually to review list of properties, add/delete properties and develop prioritization of list.

Number of Members

Three Trustees (Chairman of the BOT is not eligible for membership)

Quorum and Conduct of Meetings

1. Two Trustees shall constitute a quorum for the purposes of holding a meeting.
2. All meetings shall be run by Robert's Rules of Order and any other rules proffered by the Board of Trustees and/or the majority of the Sub-Committee.
3. Abide by Florida Sunshine and Public Records Laws.
4. The Sub-Committee will reorganize each time the BOT reorganizes by electing a Chair and Vice-Chair as needed.
5. Conduct meetings as needed.

Terms of Appointment

Sub-committee members shall be appointed annually in January for terms of one year or whenever the BOT reorganizes itself. Initial appointments will last until the next re-organization of the BOT.

Staff Support

1. The Community Manager shall assign a BBRD employee to serve as support staff responsible for the recording of notes and drafting of minutes.
2. The District Clerk shall retain original copies of all minutes and handouts from the meetings and shall work with the Sub-Committee Chair and support staff to publish an agenda 7 days prior to each meeting.

Board of Trustees Meeting Agenda Memo

Date: January 11, 2019

Title: Neighborhood Revitalization Program Purchase Confirmation.

Section & Item: 9C

Department: Administration

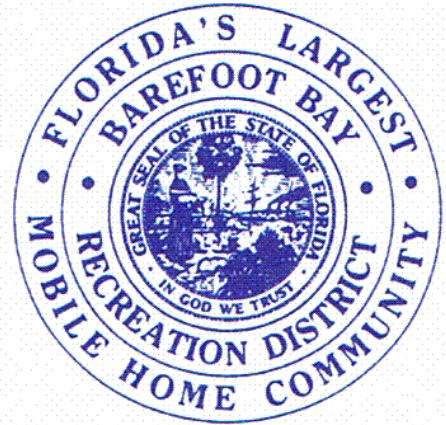
Fiscal Impact: Acquisition costs \$20,610.56 (including taxes and recording fees)
Estimated demolition costs: \$4,000.00

Contact: John Coffey, Community Manager

Attachments: Purchase Agreement/HUD Settlement and Balance Sheet

Reviewed by General Counsel: Y

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



Requested Action by BOT:

Ratify/Confirm NRP purchase approval.

Background and Summary Information:

On or about August 21, 2018, BBRD entered into a Land Home Purchase Agreement with 21st Mortgage Corporation for the acquisition of 831 Thrush Circle, Barefoot Bay, FL 32976 as authorized by the Neighborhood Revitalization Program BOT Sub-Committee.

The subject transaction closed on or about January 4, 2019.

In accordance with the Rules applicable to the Neighborhood Revitalization Program (NRP), 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.



M O R T G A G E
C O R P O R A T I O N

LAND/HOME PURCHASE CONTRACT

The undersigned buyer ("Buyer") hereby agrees to purchase and the seller ("Seller") agrees to sell the manufactured home and real estate (more particularly described below under Legal Description) together with all the land improvements and fixtures for the purchase price indicated herein, upon the terms, conditions of sale, and provisions set forth herein.

SELLER: 21st Mortgage Corporation
620 Market Street
One Centre Square
Knoxville, TN 37902

Buyer: Barefoot Bay Recreation District
625 Barefoot Blvd.
Barefoot Bay, FL 32976

REPO ID#: 223637

HOME DESCRIPTION:

Manufacturer: Homes of Merit
Year/ Approx Size: 1977 24x45

Model: Homes of Merit
Serial Number: T2393095A/B

LEGAL DESCRIPTION: Please see attached Exhibit A

*Acreage/Lot is approximate and Buyer is responsible for determining property size and dimensions.

Commonly Known As: 831 Thrush Circle Barefoot Bay, FL 32976

Purchase Price: **\$19,700.00**

CONDITIONS OF SALE:

D. CONDITION OF HOME

This home is owned by 21st Mortgage Corporation and there are no warranties or guarantees implied or expressed. **THIS HOME IS A USED HOME AND IS SOLD AS-IS UNLESS OTHERWISE NOTED.** The Buyer has inspected the home and appliances and accepts their present condition.

B. TAXES

Buyer and Seller agree that all taxes including real and/or personal property assessments, are Buyer's responsibility.

C. CLOSING COSTS

Buyer is responsible for payment of ALL closing costs possibly including but not limited to: warranty deed, recording costs, title search, documentary stamps, Buyer and Seller closing fees, attorney fees and title insurance.

Buyer's Initials DMC/BKL

Seller's Initials DS

D. CLOSING

This transaction shall be closed on or before 9/10/18 and may, at the Seller's discretion, be revoked if the sale is not concluded by this time.

Buyer acknowledges receipt of a true copy of this Purchase Contract and that the complete transaction is understood; the specifications, price, and all other aspects and terms of the transaction are accepted. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

This home is being financed by:

21st Mortgage Local Bank or Lender Name of Local Bank or Lender: _____

This home is being purchased with cash, no loan.

This home will be used for: (Check one)

Primary residence Vacation home or secondary residence Relative Rental property Re-sale

[Signature] 8/14/18
Buyer Date

[Signature] 8/21/2018
Seller Date

Not valid unless signed by an authorized representative of Seller.

Exhibit A

**Legal: LOT 2, BLOCK 130, BAREFOOT BAY MOBILE HOME SUBDIVISION,
UNIT TWO, PART TEN, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 22, PAGES 105 THROUGH 115, PUBLIC
RECORDS OF BREVARD COUNTY, FLORIDA**

**TOGETHER WITH A 1977 HOMES OF MERRIT DW MOBILE HOME
VIN/SERIAL NUMBERS T2393095A and T2393095B**

A. Settlement Statement

B. Type of Loan

<input type="radio"/> 1. FHA <input type="radio"/> 2. FmHA <input type="radio"/> 3. Conv. Unins. <input type="radio"/> 4. V.A. <input type="radio"/> 5. Conv. Ins.	6. File Number 42002-014	7. Loan Number ID:	8. Mortg. Ins. Case Num.
---	------------------------------------	------------------------------	---------------------------------

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BUYER:	Barefoot Bay Recreation District	
Address of Buyer:	625 Barefoot Blvd., Barefoot Bay, Florida 32976	
E. NAME OF SELLER:	21st Mortgage Corporation	
Address of Seller:	620 Market Street, One Centre Square, Knoxville, Tennessee 37902	TIN:
F. NAME OF LENDER:		
Address of Lender:		
G. PROPERTY LOCATION:	831 Thrush Circle, Barefoot Bay, Florida 32976	
H. SETTLEMENT AGENT:	Rossway Swan Tierney Barry Lacey & Oliver P.L.	TIN: 59-3590034
Place of Settlement:	1901 S Harbor City Blvd, Suite 500, Melbourne, Florida 32901	Phone: 772-231-4440
I. SETTLEMENT DATE:	12/28/18	DISBURSEMENT DATE: 12/28/18

J. Summary of buyer's transaction		K. Summary of seller's transaction	
100. Gross amount due from buyer:		400. Gross amount due to seller:	
101. Contract sales price	19,700.00	401. Contract sales price	19,700.00
102. Personal property		402. Personal property	
103. Settlement charges to buyer (Line 1400)	188.50	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes from 12/28/18 to 12/31/18		406. City/town taxes from 12/28/18 to 12/31/18	
107. 2018 Ad Valorem County taxes from 12/28/18 to 12/31/18	0.29	407. 2018 Ad Valorem County taxes from 12/28/18 to 12/31/18	0.29
108. 2018 Non Ad Valorem County Taxes from 12/31/18 to 09/30.	721.77	408. 2018 Non Ad Valorem County Taxes from 12/31/18 to 09/30.	721.77
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from buyer:		420. Gross amount due to seller:	
	20,610.56		20,422.06
200. Amounts paid or in behalf of buyer:		500. Reductions in amount due to seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	137.90
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County Taxes		511. County Taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for buyer:		520. Total reductions in amount due seller:	
	0.00		137.90
300. Cash at settlement from/to buyer:		600. Cash at settlement to/from seller:	
301. Gross amount due from buyer (line 120)	20,610.56	601. Gross amount due to seller (line 420)	20,422.06
302. Less amount paid by/for the buyer (line 220)	0.00	602. Less total reductions in amount due seller (line 520)	(137.90)
303. Cash (<input checked="" type="checkbox"/> From <input type="checkbox"/> To) Buyer:	20,610.56	603. Cash (<input checked="" type="checkbox"/> To <input type="checkbox"/> From) Seller:	20,284.16

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 6262 and/or Schedule D (Form 1040).

Buyer/Seller Settlement Statement

L. Settlement charges				Buyer POC	Seller POC	Paid from Buyer's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Brokers Com. based on price	\$19,700.00 @	% =					
701.	% to						
702.	% to						
703. Commission paid at settlement							
704.	to						
800. Items payable in connection with loan:				Buyer POC	Seller POC		
801. Loan origination fee	% to						
802. Loan discount	% to						
803. Appraisal fee	to						
804. Credit report	to						
805. Lender's inspection fee	to						
806. Mortgage insurance application fee	to						
807. Assumption Fee	to						
808.	to						
809.	to						
810.	to						
811.	to						
900. Items required by lender to be paid in advance:				Buyer POC	Seller POC		
901. Interest from	to	@	/day				
902. Mortgage insurance premium for	months to						
903. Hazard insurance premium for	years to						
904. Flood insurance premium for	years to						
905.	years to						
1000. Reserves deposited with lender:				Buyer POC	Seller POC		
1001. Hazard insurance	months @		per month				
1002. Mortgage insurance	months @		per month				
1003. City property taxes	months @		per month				
1004. County property taxes	months @		per month				
1005. Annual assessments	months @		per month				
1006. Flood insurance	months @		per month				
1007.	months @		per month				
1008.	months @		per month				
1009. Aggregate accounting adjustment							
1100. Title charges:				Buyer POC	Seller POC		
1101. Settlement or closing fee	to						
1102. Abstract or title search	to						
1103. Title examination	to						
1104. Lien Search Report	to	Target Lien Search				170.00	
1105. Document preparation	to						
1106. Notary fees	to						
1107. Attorney's Fees	to						
(includes above item numbers:)				
1108. Title Insurance	to						
(includes above item numbers:)				
1109. Lender's coverage (Premium):							
1110. Owner's coverage (Premium):							
1111. Endorse:							
1112.	to						
1113.	to						
1200. Government recording and transfer charges:				Buyer POC	Seller POC		
1201. Recording fees	Deed	\$18.50	Mortgage(s) Releases			18.50	
1202. City/county tax/stamps	Deed		Mortgage(s)				
1203. State tax/stamps	Deed	\$137.90	Mortgage(s)				137.90
1204.		to					
1205.		to					
1300. Additional settlement charges:				Buyer POC	Seller POC		
1301. Survey	to						
1302. Pest Inspection	to						
1303.	to						
1304.	to						
1305.	to						
1306.	to						
1307.	to						
1308.	to						
1309.							
1400. Total settlement charges:				Buyer POC	Seller POC		
(Enter on lines 103, Section J and 502, Section K)						188.50	137.90

**BUYER/SELLER
SETTLEMENT STATEMENT ADDENDUM**

File Number: 42002-014

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

Buyer(s)

Barefoot Bay Recreation District

By: _____
Name: _____
Title: _____

Seller(s)

21st Mortgage Corporation
a Delaware corporation

By: _____
Name: _____
Title: _____

(Corporate Seal)

Settlement Agent

The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Rossway Swan Tierney Barry Lacey & Oliver P.L.

By: _____ Date: _____

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

BALANCE SHEET

Closing File Number 42002-014

Closing Date 12/28/2018

Disbursement Date 12/28/2018

Seller 21st Mortgage Corporation

Buyer Barefoot Bay Recreation District

Property Address 831 Thrush Circle Barefoot Bay Florida 32976

Account Number

DEPOSITS

Barefoot Bay Recreation District	Cash from Borrower	\$20,610.56	303
		<u>TOTAL DEPOSITS</u>	<u>\$20,610.56</u>

DISBURSEMENTS

21st Mortgage Corporation	Cash to Seller	\$20,284.16	603
Target Lien Search	Lien Search Report	\$170.00	1104
Brevard County Clerk of Court	Recording fees-(Deed)	\$18.50	C 1201
	State tax/stamps-(Deed)	\$137.90	C 1203
Brevard County Clerk of Court	Recording Fees	\$156.40	
		<u>TOTAL DISBURSEMENTS</u>	<u>\$20,610.56</u>

Board of Trustees Meeting Agenda Memo

Date: January 11, 2019

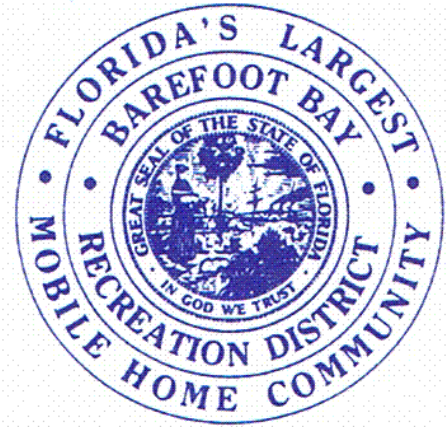
Title: Discussion Regarding Application of Article IV, Section 13, BBRD Charter to Lounge Renovation.

Section & Item: 9D

Department: BBRD General Counsel/Administration

Fiscal Impact: Cost of Lounge Renovation/Referendum, if pursued/Undetermined.

Contact: General Counsel Cliff Repperger
(321) 984-2700



Attachments: Decisions in *Guinther v. BBRD* and *Mulhearn v. BBRD*. Prior Written Opinions issued by General Counsel Repperger 2009/2015

Reviewed by
General Counsel: Y

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

Requested Action by BOT

Discussion Regarding Application of Article IV, Section 13, BBRD Charter to Lounge Renovation.

Background and Summary Information

Article IV, Section 13 of BBRD's Charter governs BBRD's authority regarding "acquisitions of common real or tangible personal property." The Section generally requires a referendum prior to the Board of Trustees' pursuit of applicable acquisitions costing over \$25,000.00.

At the Board's Town Hall Meeting held on November 27, 2018, the Board asked for General Counsel Repperger to opine on whether the Charter provision would apply to planned lounge renovations. General Counsel Repperger will discuss application of the Charter to planned lounge renovation concepts at the meeting.

Two Brevard County Circuit Court cases have held that Article IV, Section 13 of BBRD's Charter does not apply to specific capital improvement projects:

Thomas Guinther v. BBRD, (decided June 9, 2017) 05-2016-CA-25044-XXXX-XX (Administration Building).

Thomas Mulhearn v. BBRD, (decided June 21, 2001) 05-2001-CA-008554-XXXX-XX (Golf Course Irrigation System).

Both Final Orders/Judgments are attached to this Agenda Report.

Also attached to this Agenda Report are two prior written opinions issued by General Counsel Repperger for the Board's consideration in advance of the discussion:

1. June 11, 2009 (Golf Course Maintenance Building)
2. March 13, 2015 (Westside Recreation Complex Restroom Project/Building F Replacement)

CLERK OF COURT
2001 JUN 21 P 12:45

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

CASE NO.: 05-2001-CA-008554-XXXX-XX

SCOTT ELLIS
THOMAS MULHEARN,

Plaintiff,

v.

BAREFOOT BAY RECREATION DISTRICT,

Defendant.

ORDER

THIS CAUSE came to be heard on June 9, 2001, upon the Plaintiff's Motion for Temporary Injunction. Plaintiff appeared pro se. The Defendant was represented by Richard E. Torpy, Esq. The parties agreed that the temporary hearing would serve as the final hearing in this cause. The parties further stipulated to the following facts:

- a. The Defendant, Barefoot Bay Recreation District ("District") is governed by Chapter 418, Florida Statutes.
- b. A contract in excess of \$300,000 was entered into for repairs to the sprinkler system on the golf course owned and operated by the District.
- c. The Board of Trustees of the District approved the repairs, but no referendum vote of the electorate was held.

d. Materials used for the repair of the sprinkler system would cost in excess of \$25,000.

DISCUSSION

The Plaintiff has filed a two count Complaint, seeking a declaratory judgment and injunctive relief. The Plaintiff contends that section 418.304, Florida Statutes (2000) and Brevard County Ordinance No. 84-05¹ require a referendum vote on the issue of whether money in excess of \$25,000 should be expended by the District to repair the golf course's sprinkler system. The Defendant asserts that it has the right, power and arguably the obligation to repair, replace, or maintain a recreational facility without submitting the matter to a referendum vote.

Brevard County Ordinance No. 84-05 mirrors the relevant sections of Chapter 418 at issue. Section 418.304(3), Florida Statutes (2000) provides the District with the authority “[t]o acquire, purchase, construct, improve, equip, and maintain streets and lights, recreational facilities, and other common areas of all types, including real property and personal property, within the boundaries of the existing platted mobile home park...”

Section 418.304(6) also provides the District with the authority “[t]o operate and maintain recreational facilities or to enter into arrangements with

¹ Codified at Article III, §§ 98-71 – 98-80, Brevard County Code.

others for such operation and maintenance pursuant to contract, lease, or otherwise.”

Section 418.304(13) specifies that:

To enter into contracts involving the purchase, lease, conveyance, or other matter of acquisition of common real or tangible personal property; however, in any instance when the cost, price, or consideration therefor exceeds \$25,000, including all obligations proposed to be assumed in connection with such acquisition, then only if:

- (a) The trustees by a two-thirds vote have approved the terms and conditions of such acquisition by written resolution;
- (b) Within not less than 30 days nor more than 60 days after the date of the resolution, the trustees certify the resolution to the supervisor of elections for the county for a referendum election; and
- (c) The resolution is approved by a majority vote of the qualified electors voting in a referendum called for the purpose of considering the resolution.

Chapter 418 and Ordinance 84-05 fail to define “maintain,” “acquire,” “operate,” or “acquisition.”

Pursuant to section 418.304(13), a referendum vote of the citizens is required for contracts involving the purchase, lease, conveyance, or other matter of acquisition of common real or tangible property which exceed \$25,000. The Florida Legislature did not specify in section 418.304(13) that a voter referendum was needed when the District sought to spend more than \$25,000 to “maintain” property. If the Legislature had intended for a voter referendum to be held when the District proposed maintenance in excess of

\$25,000, it could have so specified. To interpret section 418.304(13) to require a voter referendum be held when the Board desires to purchase tangible personal property costing more than \$25,000 for maintenance of the district's recreational facilities is unreasonable and would run afoul of the Board's duty to operate and maintain recreational facilities. § 418.304(6), Fla. Stat. (2000). For example, if during a hurricane, the recreational building's roof was severely damaged, the Board would have a duty to take prompt action to replace the roof. If the Board was to await voter approval for the expenditure over \$25,000 for roof shingle materials, it would run the risk of the entire building being destroyed. The purpose of section 418.304(13) is to ensure that the citizens of the district have an opportunity to voice their opinions regarding major acquisitions of common real property or tangible personal property. The purpose of section 418.314(13) is not to require the electorate to vote on whether already acquired facilities, such as the subject golf course, should be maintained.

Accordingly, it is **ORDERED AND ADJUDGED:**

1. Section 418.304, Florida Statutes (2000) does not require the Defendant, Barefoot Bay Recreation District to submit for a referendum vote of the citizens the decision of whether or not to spend more than \$25,000 on maintaining or operating recreational facilities and common areas that it has already acquired.


2. The Plaintiff's request for an injunction is DENIED.

DONE AND ORDERED at the Moore Justice Center, Viera, Brevard
County, Florida, this 21st day of June,
2001.


KERRY I. EVANDER
CIRCUIT COURT JUDGE

CERTIFICATE OF SERVICE

I do certify that copies hereof have been furnished to Thomas
Mulhern, 908 South Egret Circle, Barefoot Bay, Florida 32976-7433 and
Richard E. Torpy, Esq., Amundson, Moore & Torpy, Attorney for
Defendant, 202 North Harbor City Boulevard, Suite 300, Melbourne, Florida
32935 by U.S. Mail this 21 day of June, 2001.


Christine Derwitsch
Moore Justice Center
Judicial Assistant
2825 Judge Fran Jamieson Way
Viera, Florida 32940

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

CASE NO. 05-2016-CA-25044-XXXX-XX

THOMAS D. GUNTHER,

Plaintiff,

vs.

BAREFOOT BAY RECREATION
DISTRICT, an independent special
district of the state of Florida,

Defendant.

**ORDER GRANTING DEFENDANT'S
RENEWED MOTION FOR SUMMARY JUDGMENT
AND ENTRY OF FINAL JUDGMENT**

THIS CAUSE having come before the Court on June 6, 2017, on Defendant's, BAREFOOT BAY RECREATION DISTRICT, ("Defendant" or "BBRD"), Renewed Motion for Summary Judgment and the Court having heard argument of counsel and otherwise being fully advised in the premises, makes the following factual findings:

1. BBRD is an independent special district of the State of Florida governed by Chapter 418, Florida Statutes, and the Charter of Barefoot Bay Recreation District, Brevard County Ordinance No. 84-05 (hereinafter "District Charter").

2. Article IV of the District Charter charges the Barefoot Bay Recreation District, through a current five (5) member Board of Trustees,¹ with various duties and powers, including, but not limited to the specifically enumerated duties and powers listed below:

3. To acquire, purchase, construct, improve, equip and maintain streets and lights, recreation facilities and other common areas of

¹ Brevard County Ordinance 08-03, approved by registered electors of the District amended the District Charter to reduce the number of Trustees from nine (9) to five (5).

all types, including real and personal property within the area set forth in Article III above, whether such acquisition is by purchase, lease, gift or otherwise.

6. To operate and maintain recreational facilities or to enter into arrangements with others for such operation and maintenance pursuant to contract, lease or otherwise.

9. To employ all personnel, including private security guards deemed necessary for the operation and maintenance of the facilities of the district.

3. The main administrative building for BBRD, Building, "F," is a free-standing approximately 1,512 square foot manufactured/modular building that has been in its current location for at least thirty (30) years and has housed the administrative operations staff for Barefoot Bay Recreation District and the prior developer/community manager since its construction.

4. Building "F" has exceeded its useful life and has deteriorated beyond acceptable standards for its continued long-term use as the main administrative operations center for Barefoot Bay Recreation District. Building "F" has multiple roof, doors, and windows leaks; multiple areas where the roof and floor are separating and/or becoming uneven; multiple weak and uneven areas on the floor; and multiple places where walls and ceilings need replacement. It is not cost-effective to make the necessary repairs to the existing structure given the age and condition of the existing structure.

5. In November of 2015, BBRD's Board of Trustees voted to award a professional architectural/engineering services proposal for the design of a one-story, approximately 3,500 square foot, concrete masonry block building with pre-engineered wood trusses to replace Building "F."

6. The stated contract value for engineering/design services proposed by TLC Engineering for Architecture is \$65,000.00.

7. The current conceptual site plan prepared by the engineering firm reflects a replacement building of 3,855 square feet to be located immediately adjacent to the South of the current Building "F" location.

8. Based on the size and scope of the currently approved plans, estimated construction costs for the replacement building and necessary accompanying site work is anticipated to be approximately \$600,000 to \$750,000.

9. Article IV, Section 13 of BBRD's Charter and Section 418.304 (13), F.S. govern BBRD's authority regarding "acquisitions of common real or tangible personal property" and are essentially identical provisions. The provisions provide that BBRD shall have the following power:

To enter into contracts involving the purchase, lease, conveyance, or other manner of acquisition of common real or tangible personal property; however, in any instance when the cost, price, or consideration therefor exceeds \$25,000, including all obligations proposed to be assumed in connection with such acquisition, then only if:

(a) The trustees by a two-thirds vote have approved the terms and conditions of such acquisition by written resolution;

(b) Within not less than 30 days nor more than 60 days after the date of the resolution, the trustees certify the resolution to the supervisor of elections for the county for a referendum election; and

(c) The resolution is approved by a majority vote of the qualified electors voting in a referendum called for the purpose of considering the resolution.

10. The Board of Trustees did not hold a referendum election prior to award of the engineering services contract and do not intent to hold a referendum election prior to the award of any construction contract for the project.

DISCUSSION

Plaintiff has filed a Complaint seeking declaratory judgment and injunctive relief. Specifically, Plaintiff asked this Court to determine whether BBRD can enter into contracts for the replacement of Building “F” exceeding \$25,000 without a resident voter referendum approval in accordance with Article IV, Section 13 of the BBRD Charter and Section 418.304 (13), F.S. BBRD’s position is that its actions in fulfilling its duties and obligations to construct, improve, equip, operate and maintain facilities pursuant to Sections 418.304 (3), (6), and (9), F.S. and Article IV, Sections 3, 6, and 9 of the BBRD Charter are not subject to the referendum requirement Article IV, Section 13 of the BBRD Charter and Section 418.304 (13), F.S.

Summary judgment is proper when there are no genuine issues of material fact and the moving party is entitled to a judgment as a matter of law. *Volusia Cty. v. Aberdeen at Ormond Beach, L.P.*, 760 So. 2d 126, 130 (Fla. 2000). Neither party has identified a factual issue in dispute in the case; therefore, the first prong of the summary judgment standard is established. The issue before the court then essentially pertains to a question of statutory and BBRD Charter interpretation.

The relevant provisions of the BBRD Charter are nearly identical to the relevant statutory sections at issue. Section 418.304(3), F.S., provides BBRD with the duties and obligations “[t]o acquire, purchase, construct, improve, equip, and maintain streets and lights, recreational facilities, and other common areas of all types” Additionally, Section

418.304(6), F.S., requires that BBRD “operate and maintain recreational facilities or to enter into arrangements with others for such operation and maintenance pursuant to contract, lease, or otherwise.” Section 418.304(9), F.S., requires BBRD to “employ all personnel, including private security guards, deemed necessary for the operation and maintenance of the facilities of the district.” Lastly, Section 418.304(13), F.S., requires a referendum vote of the citizens for “contracts involving the purchase, lease, conveyance, or other manner of acquisition of common real or tangible personal property . . . [when] the cost, price, or consideration therefore exceeds \$25,000.” Neither the BBRD Charter nor Sections 418.304(3), (6), or (9), F.S., expressly state that the duties and obligations provided for therein are subject to the referendum requirement for “acquisitions” of common real or tangible personal property as provided in Section 418.304(13), F.S.

A Circuit Court in the Eighteenth Judicial Circuit previously addressed a similar issue in *Mulhearn v. Barefoot Bay Recreation District*, Brevard County Circuit Court Case No.: 05-2001-CA-008554. In *Mulhearn*, BBRD sought to make repairs to the irrigation system on the golf course, which would cost in excess of \$300,000. *Id.* The Board of Trustees approved the repairs without a referendum vote. *Id.* In the Court’s Final Order analyzing whether Sec. 418.304(13), F.S., applied to actions BBRD performed to maintain or operate its property pursuant to section 418.304(6), F.S., Circuit Judge Judge Kerry Evander stated,

The Florida Legislature did not specify in Section 418.304 (13) that a voter referendum was needed when the District sought to spend more than \$25,000 to ‘maintain’ property. If the Legislature had intended for a voter referendum to be held when the District proposed maintenance in excess of \$25,000, it could have so specified. To interpret section 418.304(13) to require a voter referendum be held when the Board desires to purchase tangible property costing more than \$25,000 for maintenance of the district’s recreational facilities is unreasonable and would run afoul

of the Board's duty to operate and maintain recreational facilities.”

Id.

Therefore, the Judge Evander concluded that a referendum vote was not required when BBRD was deciding whether to spend more than \$25,000 on maintaining or operating recreational facilities and common areas.

On November 28, 2016, this Court, by way of an Order from Circuit Judge George W. Maxwell III, denied Defendant's Motion for Summary Judgment in this case. In rendering his Order, Judge Maxwell concluded that the complete construction of a new concrete building, from the foundation up, did not constitute “maintenance” as defined in the Court's Order. As such, Judge Maxwell concluded that the costs associated with the replacement building proposed by the Defendant would be subject to the BBRD Charter referendum requirement. The Defendant argues (and the Plaintiff concedes) that Judge Maxwell's Order failed to consider whether the proposed replacement building falls within the scope of the Defendant's other duties and powers as specified enumerated in Sec. 418.304 (3), (6), and (9), including those to “acquire, purchase, construct, improve, equip and maintain recreation facilities and other common areas,” particularly as those actions relate to operational functions of the District.

This Court finds, consistent with Judge Maxwell's Order, that the planned construction of a new administration building to replace Building “F” does not constitute “maintenance” as defined by Judge Maxwell. However, this Court agrees with the Defendant that there is no indication that the Legislature intended the acquisition referendum requirement in Section 418.304(13), F.S. and Article IV, Section 13 of the BBRD Charter to apply to the Board's actions in carrying out its duties and obligations required by Sections 418.304 (3), (6), or (9), F.S. and Article IV, Sections 3, 6, and 9 of the BBRD Charter. Courts are not at liberty to add words to statute that were not included by the Legislature. *Bay Holdings, Inc. v. 2000 Island*

Boulevard Condo, Ass'n, 895 So. 2d 1197 (Fla. 3d DCA 2005). Therefore, this Court concludes that Section 418.304(13), F.S. and Article IV, Section 13 of the BBRD Charter do not apply to the planning and “construction” of a new administration building where the purpose of the new construction is to replace BBRD’s current administration building for the housing of BBRD’s administrative staff. Because the BBRD Board of Trustees has approved the planning and construction of a replacement administration building for the dilapidated Building “F” in accordance described in Section 418.304 (3), (6), and (9), F.S. and Article IV, Sections 3, 6, and 9 of the BBRD Charter, the referendum requirements in Section 418.304 (13), F.S. and Article IV, Section 13 are inapplicable to the Board’s action. As such, a referendum is not required.

Accordingly, it is **ORDERED AND ADJUDGED**:

1. Section 418.304(13), Florida Statutes and Article IV, Section 13 of the BBRD Charter, do not require the BBRD Board of Trustees to submit a referendum for resident voter approval to spend more than \$25,000 to construct a new building to replace Building “F,” as this action is in line with BBRD’s operational duties and obligations found in Sections 418.304 (3), (6) and (9), Florida Statutes and Article IV, Sections 3, 6, and 9 of the BBRD Charter.

2. Accordingly, Defendant’s Renewed Motion for Summary Judgment is hereby GRANTED.

3. All substantive issues between the parties at issue in the instant case have been fully resolved and disposed by way of this Order Granting Defendant’s Renewed Motion for Summary Judgment.

4. The Court hereby enters FINAL JUDGMENT as a matter of law on Count I (Declaratory Judgment) and on Count II (Injunction) against Plaintiff, THOMAS GUINThER, and in favor of BAREFOOT BAY RECREATION DISTRICT, who shall go hence without day.

DONE AND ORDERED in Chambers at Brevard County, Florida, this 9 day of

June, 2017.


HONORABLE TONYA RAINWATER
Circuit Judge

Conformed copies to:
Clifford Repperger, Jr.
Thomas Guinther


321-727-8100

CLIFF.REPPERGER@GRAY-ROBINSON.COM

MEMORANDUM

TO: Honorable Trustee Joe Klosky

CC: Honorable Board of Trustee Members
Nancy Higgs, Community Manger

FROM: Clifford R. Repperger, Jr. 

DATE: June 11, 2009

SUBJECT: Barefoot Bay Recreation District Spending Authority/Golf Course Maintenance Building

QUESTION 1: Can the Barefoot Bay Recreation District (“BBRD”) expend in excess of \$50,000 to replace a golf course maintenance building previously valued at \$15,000 which was destroyed in 2004 by Hurricane Frances without submitting the question to the qualified electors of BBRD by referendum as required by Section 418.304(13), Florida Statutes and Article IV, Section 13 of BBRD’s Charter?

QUESTION 2: Does the answer to Question 1 change if BBRD received approximately \$50,000 for the replacement of the building from the Federal Emergency Management Agency (“FEMA”)?

QUESTION 3: Do the answers to Questions 1 or 2 change if BBRD spent the FEMA money modifying an alternative facility and therefore will have to use general BBRD revenues and not FEMA funds to construct the facility?

DISCUSSION AS TO QUESTION 1:

This Memorandum is offered in response to your correspondence dated May 18, 2009 regarding the above referenced subject.¹ You have expressed concern regarding the Board’s recent decision to move forward with replacement of BBRD’s golf course maintenance building which was destroyed in 2004 by Hurricane Frances. As referenced in your correspondence, the

¹ Please note your questions have been reworded slightly.

June 11, 2009

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minutes of the Board of Trustees reflect that Board has reversed position several times on whether or not to move forward with the project. Most recently, on May 8, 2009, Trustee Louise Crouse made a motion to proceed with the project to be completed in the 2008-2009 budget year. The motion was approved by the Board with 2 dissenting votes.² Despite the fact that the project is anticipated to cost greater than \$25,000.00, the Board has never submitted the question to the qualified electors of BBRD by referendum.

Prior to the most recent motion, BBRD previously sought and was approved for grant funds from the FEMA through the State Division of Emergency Management. The project has been designated as PW-6060 - 1 and 2 by these agencies. To date, BBRD has received a total of approximately \$51,400.01.³ This amount includes an amendment to the project granted in 2008 to replace the original 62' X 52' structure with a 35' x 60' metal building on the same footprint of the original structure. The grant approval requires the new building to meet current codes and standards for wind capacity while providing the same storage function of the previous building. (See the attached relevant application and approval documentation and correspondence to and from FEMA and the State Division of Emergency Management dated April 24, 2008 through June 20, 2008).

To date, BBRD has spent approximately \$21,022.00 on preconstruction aspects of the project.⁴ In order to bring the project through to completion, expenditure of an amount greater than \$50,000.00 is estimated. Although your correspondence suggests that an undetermined amount of funds received from FEMA were spent by BBRD to modify an alternate facility, it is my understanding that FEMA funds received were deposited into BBRD's general fund and comingled with other BBRD general fund revenues. Therefore, it is impossible for me to determine whether, or what portion of, any specific FEMA funds were used for other purposes by BBRD. I am uncertain whether any budget analysis, regardless of how detailed, could determine whether or how any such specific FEMA funds were spent; however, given the fact that BBRD may be required to expend greater than \$25,000 of general non-grant received funds toward the project, and given my position on the classification of the expenditure as outlined below, I believe that such an analysis is unnecessary to answer your questions.

Section 418.304 (13), F.S. and Article IV, Section 13 of BBRD's Charter (Brevard County Ordinance 84-05) govern BBRD's spending authority and are essentially identical provisions. The provisions have equal effect on BBRD's spending authority and for the purpose of this discussion are considered together. Sec. 418.304 (13), F.S. provides that BBRD shall have the power as follows,

"To enter into contracts involving the purchase, lease, conveyance,
or other manner of acquisition of common real or tangible personal

² Trustees Joe Klosky and Charles Mershon voted against the motion.

³ Figure obtained from Community Manager report dated March 19, 2009.

⁴ See note 3.

June 11, 2009

Page 3

property; however, in any instance when the cost, price, or consideration therefor exceeds \$25,000, including all obligations proposed to be assumed in connection with such acquisition, then only if:

(a) The trustees by a two-thirds vote have approved the terms and conditions of such acquisition by written resolution;

(b) Within not less than 30 days nor more than 60 days after the date of the resolution, the trustees certify the resolution to the supervisor of elections for the county for a referendum election; and

(c) The resolution is approved by a majority vote of the qualified electors voting in a referendum called for the purpose of considering the resolution.”

Through my research, I have discovered only one case in the State of Florida interpreting the language above. In *Thomas Mulhearn v. BBRD*, Brevard County Circuit Court Case No.: 05-2001-CA-008554-XXXX-XX (attached), the Plaintiff sued BBRD for declaratory judgment and injunction challenging the District’s spending in excess of \$25,000.00 for maintenance of the golf course’s sprinkler system without referendum. The true value of the contract at issue in the case was in excess of \$300,000.00.

In analyzing the Plaintiff’s challenge to the expenditure, the Court restated BBRD’s powers and obligations pursuant to Sec. 418.304(3) and Sec. 418.304(6), F.S. The Court specifically noted that those sections provide BBRD with the authority:

“to acquire, purchase, construct, improve, equip, and maintain streets and lights, recreational facilities, and other common areas of all types, including real property and personal property, within the boundaries of the existing platted mobile home park. ...”⁵ Sec. 418.304 (3), F.S., and

“To operate and maintain recreational facilities or to enter into arrangements with others for such operation and maintenance pursuant to contract, lease, or otherwise.”⁶ Sec. 418.304(6), F.S.

In analyzing the above referenced sections along with Sec. 418.304(13), F.S., the Court specifically found that “the Florida Legislature did not specify in section 418.304(13) that a voter referendum was needed when the District sought to spend more than \$25,000 to ‘maintain’ property”(emphasis added).⁷ The Court went on to state that “[i]f the Legislature had intended

⁵ at p. 2

⁶ Id.

⁷ at p. 3

June 11, 2009

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for a voter referendum to be held when the District proposed maintenance in excess of \$25,000 it could have so specified”⁸ and that “[t]o interpret section 418.304(13) to require a voter referendum be held when the Board desires to purchase tangible personal property costing more than \$25,000.00 for maintenance of the district’s recreational facilities is unreasonable and would run afoul of the Board’s duty to operate and maintain recreational facilities.”⁹

In making its analysis the Court even provided a hypothetical situation of BBRD needing to replace the roof of a building damaged from a hurricane, which it concluded would be outside the need for voter referendum as maintenance of a District facility.

The Court concluded by specifically stating that the “purpose of section 418.304(13) is not to require the electorate to vote on whether already acquired facilities, such as the golf course, should be maintained”¹⁰ and held that the section “does not require...[BBRD] to submit for a referendum vote...the decision of whether or not to spend more than \$25,000 on maintaining or operating recreational facilities and common areas that it has already acquired.”¹¹

Here, I believe the same analysis applies, and I see no functional difference between the current proposed expenditure for the replacement of the golf course maintenance building and the expenditure for the golf course irrigation system at issue in the lawsuit. Both expenditures are made in furtherance of maintenance of the existing golf course facility. With regard to the building itself, BBRD’s intent is clearly replacement of a prior-existing facility, which the court case holds does not require a referendum.

Despite the fact that the prior existing building was destroyed and removed several years ago, BBRD has shown a consistent movement toward taking steps to replace the building. BBRD has applied for and accepted FEMA grant funds for this purpose and has expended certain pre-construction amounts as identified above in efforts to replace the building. Although I am cognizant of the fact that the Board has voted to table or discontinue the project at various points in time, BBRD has never completely abandoned the project or withdrawn the active PW-6060 with the respective granting agencies. It is clear from the grant paperwork that the replacement building is intended to serve the same function as the original building and is to utilize the prior building’s footprint. In any event, given the rationale of the case, I believe that it could be successfully argued that even a new maintenance building (where one did not previously exist) would not be subject to the referendum requirement as it would serve the purpose of maintaining the existing golf course facility. I believe; however, that any such new facilities would need to be analyzed on a case by case basis under the applicable statutory and charter provisions as outlined above.

⁸ Id.

⁹ at p.4

¹⁰Id.

¹¹Id.

June 11, 2009

Page 5

In conclusion, given the rationale of the court case, I believe the answer to Question 1 is yes, and as such, a referendum is not required. However, given the fact that the expenditure limitation is contained in a section of the Florida Statutes applicable to BBRD, the Board is certainly free to request an Attorney General's opinion as to whether a referendum is necessary to the extent that the Board feels that further clarification is desired.

DISCUSSION AS TO QUESTIONS 2 AND 3:

Since Section 418.304(13), F.S. does not specify that it applies to expenditures from BBRD's general revenue fund sources, it is possible that it applies equally to BBRD's expenditure of any funds, including grant funds. That being said, although unstated, I believe the intent of the section is to require referendum on expenditures of BBRD general funds for the obvious benefit of protection of public general funds. Here, since it is my opinion that the expenditure itself is a maintenance expenditure that does not require a referendum, it makes no difference whether BBRD general funds or grant funds are utilized. Therefore, in this case, my opinion does not change regardless of how any grant funds in question may have been utilized.

However, to the extent that future grant funds in excess of \$25,000 are received by BBRD for expenditure on other items qualifying under Sec. 418.304(13), F.S. where BBRD general funds do not exceed the referendum requirement, BBRD may wish to seek an Attorney General opinion for clarification on whether a referendum is required.

If you have any additional questions or concerns, please don't hesitate to contact me.

Enclosures

417512 v1


321-727-8100

CLIFF.REPPERGER@GRAY-ROBINSON.COM

MEMORANDUM

TO: Chairman Klosky and Honorable Trustees

CC: John Coffey, Community Manger

FROM: Clifford R. Repperger, Jr. 

DATE: March 13, 2015

SUBJECT: Barefoot Bay Recreation District Spending Authority/Westside Recreation Complex Restroom Project and Replacement of Building "F"

QUESTION 1: Can Barefoot Bay Recreation District ("BBRD") expend in excess of \$25,000 on a planned Westside Recreation Complex Restroom project without submitting the question to the qualified electors of BBRD by referendum as required by Section 418.304(13), Florida Statutes and Article IV, Section 13 of BBRD's Charter?

QUESTION 2: Can BBRD expend in excess of \$25,000 on a replacement of Building F without submitting the question to the qualified electors of BBRD by referendum as required by Section 418.304(13), Florida Statutes and Article IV, Section 13 of BBRD's Charter?

SHORT ANSWER TO QUESTION 1: While it may be possible to argue that such a project falls within the maintenance or operational exception as defined in the case of *Mulhern v. Barefoot Bay Recreation District*, I cannot determine that the proposed project falls squarely within the project parameters at issue in the case. As such, and in an abundance of caution, I recommend that the Board submit the question to the qualified electors of BBRD by referendum.

SHORT ANSWER TO QUESTION 2: A proposed project to maintain, improve, or otherwise replace Building F falls squarely within the maintenance or operational exception at issue in the case of *Mulhern v. Barefoot Bay Recreation District* and does not require the Board to submit the question to the qualified electors of BBRD by referendum.

March 13, 2015

Page 2

DISCUSSION AS TO QUESTIONS 1 AND 2:

This memorandum is offered in response to the Board's request for an opinion as to whether BBRD's spending authority cap limitation applies to two separate projects planned by BBRD. The first project is a planned Westside Recreation Complex Restroom project. The second project is the replacement of Building F (administration building). Both projects are described below:

Westside Recreation Complex Restrooms

On February 13, 2015, the Board considered the Facilities Committee's recommendation of January 29, 2015 to proceed with obtaining bids for water and sewer line installation and construction of a pre-fabricated restroom building. The restroom facility is planned to be located several hundred yards away (to the south) from existing port-o-let style restroom units which are immediately adjacent to the tennis courts at the main recreation facility complex. The current port-o-lets were placed in their current location in or about 2012/2013 and replaced a prior mobile restroom unit which was placed on the site in or about 2006. The prior mobile restroom unit was purchased for about \$4,000.00. The prior mobile restroom unit did not have sewer lines and was connected to a pump-out style receptacle. Both the port-o-lets and the prior mobile restroom unit serve(d) primary needs of the tennis court area. I have been provided no information as to whether any restroom facility preceded the mobile restroom unit at this location.

The plan for the pre-fabricated restroom building calls for locating a new pre-fabricated free-standing restroom structure in a central location within the main recreation complex. The function of the new restroom facility is planned to serve the needs of the users of numerous recreational amenities on site, including, but not limited to, the tennis courts. The plans for the project call for the extension of existing sewer and water lines. The total project costs are anticipated to exceed \$60,000.00, which includes planning, design, and permitting; infrastructure work; and building purchase and construction costs. According to Community Manager, John Coffey, the costs of the building and construction alone are anticipated to exceed \$25,000.00.

Building F

Building F is a free-standing manufactured building which sits on the east side of the main recreation complex. Building F serves as the main administration building for BBRD. According to Mr. Coffey and BBRD records, Building F has been in its current location for 30 years and has always served the purpose of housing BBRD administrative staff. Due to a number of variable factors, including, but not limited to, increased staff needs and deterioration of the existing structure, BBRD has begun planning for the replacement of Building F. The planned replacement is anticipated to cost greater than \$25,000.00. In the BBRD five-year capital improvement plan, a total project cost estimate of \$200,000.00 covers all aspects of the

March 13, 2015

Page 3

project, including planning, design, and permitting; site preparation and construction costs; and tangible fixtures and property items such as office furniture.

Spending Authority and Exceptions

Section 418.304 (13), F.S. and Article IV, Section 13 of BBRD's Charter (Brevard County Ordinance 84-05) govern BBRD's spending authority and are essentially identical provisions. The provisions have equal effect on BBRD's spending authority and for the purpose of this discussion are considered together. Sec. 418.304 (13), F.S. provides that BBRD shall have the power as follows,

"To enter into contracts involving the purchase, lease, conveyance, or other manner of acquisition of common real or tangible personal property; however, in any instance when the cost, price, or consideration therefor exceeds \$25,000, including all obligations proposed to be assumed in connection with such acquisition, then only if:

(a) The trustees by a two-thirds vote have approved the terms and conditions of such acquisition by written resolution;

(b) Within not less than 30 days nor more than 60 days after the date of the resolution, the trustees certify the resolution to the supervisor of elections for the county for a referendum election; and

(c) The resolution is approved by a majority vote of the qualified electors voting in a referendum called for the purpose of considering the resolution."

Through my research, I have discovered only one case in the State of Florida interpreting the language above. In *Thomas Mulhearn v. BBRD*, Brevard County Circuit Court Case No.: 05-2001-CA-008554-XXXX-XX (attached), the Plaintiff sued BBRD for declaratory judgment and injunction challenging the District's spending in excess of \$25,000.00 for repair of the golf course's sprinkler system without referendum. The true value of the contract at issue in the case was in excess of \$300,000.00. Upon investigation into the scope of the irrigation system repair project at issue in the case, it appears that the scope of such repairs was limited to the existing irrigation system and did not include the installation of a completely new system or expansion of the then-existing system into new areas not covered by the then-existing system.¹

¹ Although I have not reviewed actual plans or as-built surveys, I have reviewed available RFP documentation and reports of former Golf Manager, Jim Kormandy.

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While neither Section 418.304 (13), F.S. and Article IV, Section 13 of BBRD's Charter define "tangible person property," Section 192.001(11)(d), F.S. defines the term for purposes of taxation as:

all goods, chattels, and other articles of value (but does not include the vehicular items enumerated in s. 1(b), Art. VII of the State Constitution and elsewhere defined) capable of manual possession and whose chief value is intrinsic to the article itself. "Construction work in progress" consists of those items of tangible personal property commonly known as fixtures, machinery, and equipment when in the process of being installed in new or expanded improvements to real property and whose value is materially enhanced upon connection or use with a preexisting, taxable, operational system or facility. Construction work in progress shall be deemed substantially completed when connected with the preexisting, taxable, operational system or facility. Inventory and household goods are expressly excluded from this definition.

Based on this definition, it seems clear that construction items and infrastructure improvement item costs should be interpreted to be "tangible personal property."

Application

Given the above authority, I believe that a maintenance/operational exception applies to the repair, replacement, or general maintenance of existing facilities in BBRD such that referendum approval of the qualified electors of the District is not required where such expenditures exceed \$25,000.00.

As to the Westside Recreation Complex Restroom Project, the project serves to create an entirely new recreational amenity to the existing main recreation complex. While it may be argued that the project is "replacing" the existing port-o-let and former mobile restroom facilities, the project appears to be substantially greater in scope than those facilities such that the project should not be classified as "replacement." The project is also planned to be located a substantial distance away from the current port-o-let facility and is planned to serve an expanded use purpose by meeting the restroom needs for the entire main recreation complex versus those of only the tennis court area. Finally, and most importantly, the extension of substantial infrastructure (sewer and water lines) to the planned restroom facility location is evidence that the project exceeds the scope of the irrigation repair project at issue in *Mulhearn v. BBRD*, and as such, it is highly questionable whether the rationale of the case applies. Accordingly, I cannot determine that the proposed project falls squarely within the project parameters at issue in the case. Therefore, and in an abundance of caution, I recommend that the Board submit the question of expenditure for the Westside Recreation Complex Restroom Project to the qualified electors of BBRD by referendum.

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As to the replacement of Building F, I believe that the planned project is in line with the rationale of the maintenance exception in *Mulhearn v. BBRD*. The project plans to serve to replace an existing administration building which has served the same purpose, in the same location for approximately 30 years. BBRD has a duty and an obligation to maintain an existing administrative office for its administrative staff. Following the rationale of the case, the Board may do so without triggering the spending authority limitation and referendum requirement. It is additionally important to note that there is no requirement for the Building F replacement project to stay within the existing footprint of the current location of Building F. So long as the purpose and function of the project serves the same relative purpose and function in approximately the same general vicinity, I do not believe that the Board is required to submit the question to the qualified electors of BBRD by referendum.

The above being said, it should be noted that I have not reviewed specific plans for the project as they have not yet been finalized. To the extent that any proposed project's function or purpose would substantially alter the current function and purpose of facilities in the area, such a factor could require that a referendum be submitted to the qualified electors of BBRD. Those factors should be examined in greater detail as the planning process for the replacement project continues to move forward.

If you have any additional questions or concerns, please don't hesitate to contact me.

Enclosures

Select Year:

The 2014 Florida Statutes

Title XIV

TAXATION AND FINANCE

Chapter 192

TAXATION: GENERAL PROVISIONS

[View Entire Chapter](#)

192.001 Definitions.—All definitions set out in chapters 1 and 200 that are applicable to this chapter are included herein. In addition, the following definitions shall apply in the imposition of ad valorem taxes:

(1) “Ad valorem tax” means a tax based upon the assessed value of property. The term “property tax” may be used interchangeably with the term “ad valorem tax.”

(2) “Assessed value of property” means an annual determination of:

(a) The just or fair market value of an item or property;

(b) The value of property as limited by Art. VII of the State Constitution; or

(c) The value of property in a classified use or at a fractional value if the property is assessed solely on the basis of character or use or at a specified percentage of its value under Art. VII of the State Constitution.

(3) “County property appraiser” means the county officer charged with determining the value of all property within the county, with maintaining certain records connected therewith, and with determining the tax on taxable property after taxes have been levied. He or she shall also be referred to in these statutes as the “property appraiser” or “appraiser.”

(4) “County tax collector” means the county officer charged with the collection of ad valorem taxes levied by the county, the school board, any special taxing districts within the county, and all municipalities within the county.

(5) “Department,” unless otherwise designated, means the Department of Revenue.

(6) “Extend on the tax roll” means the arithmetic computation whereby the millage is converted to a decimal number representing one one-thousandth of a dollar and then multiplied by the taxable value of the property to determine the tax on such property.

(7) “Governing body” means any board, commission, council, or individual acting as the executive head of a unit of local government.

(8) “Homestead” means that property described in s. 6(a), Art. VII of the State Constitution.

(9) “Levy” means the imposition of a tax, stated in terms of “millage,” against all appropriately located property by a governmental body authorized by law to impose ad valorem taxes.

(10) “Mill” means one one-thousandth of a United States dollar. “Millage” may apply to a single levy of taxes or to the cumulative of all levies.

(11) “Personal property,” for the purposes of ad valorem taxation, shall be divided into four categories as follows:

(a) “Household goods” means wearing apparel, furniture, appliances, and other items ordinarily found in the home and used for the comfort of the owner and his or her family. Household goods are not held for commercial purposes or resale.

(b) "Intangible personal property" means money, all evidences of debt owed to the taxpayer, all evidences of ownership in a corporation or other business organization having multiple owners, and all other forms of property where value is based upon that which the property represents rather than its own intrinsic value.

(c) "Inventory" means only those chattels consisting of items commonly referred to as goods, wares, and merchandise (as well as inventory) which are held for sale or lease to customers in the ordinary course of business. Supplies and raw materials shall be considered to be inventory only to the extent that they are acquired for sale or lease to customers in the ordinary course of business or will physically become a part of merchandise intended for sale or lease to customers in the ordinary course of business. Partially finished products which when completed will be held for sale or lease to customers in the ordinary course of business shall be deemed items of inventory. All livestock shall be considered inventory. Items of inventory held for lease to customers in the ordinary course of business, rather than for sale, shall be deemed inventory only prior to the initial lease of such items. For the purposes of this section, fuels used in the production of electricity shall be considered inventory.

(d) "Tangible personal property" means all goods, chattels, and other articles of value (but does not include the vehicular items enumerated in s. 1(b), Art. VII of the State Constitution and elsewhere defined) capable of manual possession and whose chief value is intrinsic to the article itself.

"Construction work in progress" consists of those items of tangible personal property commonly known as fixtures, machinery, and equipment when in the process of being installed in new or expanded improvements to real property and whose value is materially enhanced upon connection or use with a preexisting, taxable, operational system or facility. Construction work in progress shall be deemed substantially completed when connected with the preexisting, taxable, operational system or facility. Inventory and household goods are expressly excluded from this definition.

(12) "Real property" means land, buildings, fixtures, and all other improvements to land. The terms "land," "real estate," "realty," and "real property" may be used interchangeably.

(13) "Taxpayer" means the person or other legal entity in whose name property is assessed, including an agent of a timeshare period titleholder.

(14) "Fee timeshare real property" means the land and buildings and other improvements to land that are subject to timeshare interests which are sold as a fee interest in real property.

(15) "Timeshare period titleholder" means the purchaser of a timeshare period sold as a fee interest in real property, whether organized under chapter 718 or chapter 721.

(16) "Taxable value" means the assessed value of property minus the amount of any applicable exemption provided under s. 3 or s. 6, Art. VII of the State Constitution and chapter 196.

(17) "Floating structure" means a floating barge-like entity, with or without accommodations built thereon, which is not primarily used as a means of transportation on water but which serves purposes or provides services typically associated with a structure or other improvement to real property. The term "floating structure" includes, but is not limited to, each entity used as a residence, place of business, office, hotel or motel, restaurant or lounge, clubhouse, meeting facility, storage or parking facility, mining platform, dredge, dragline, or similar facility or entity represented as such. Floating structures are expressly excluded from the definition of the term "vessel" provided in s. 327.02. Incidental movement upon water shall not, in and of itself, preclude an entity from classification as a floating structure. A floating structure is expressly included as a type of tangible personal property.

(18) "Complete submission of the rolls" includes, but is not limited to, accurate tabular summaries of valuations as prescribed by department rule; an electronic copy of the real property assessment roll including for each parcel total value of improvements, land value, the recorded selling prices, other

ownership transfer data required for an assessment roll under s. [193.114](#), the value of any improvement made to the parcel in the 12 months preceding the valuation date, the type and amount of any exemption granted, and such other information as may be required by department rule; an accurate tabular summary by property class of any adjustments made to recorded selling prices or fair market value in arriving at assessed value, as prescribed by department rule; an electronic copy of the tangible personal property assessment roll, including for each entry a unique account number and such other information as may be required by department rule; and an accurate tabular summary of per-acre land valuations used for each class of agricultural property in preparing the assessment roll, as prescribed by department rule.

(19) "Computer software" means any information, program, or routine, or any set of one or more programs, routines, or collections of information used or intended for use to convey information or to cause one or more computers or pieces of computer-related peripheral equipment, or any combination thereof, to perform a task or set of tasks. Without limiting the generality of the definition provided in this subsection, the term includes operating and applications programs and all related documentation. Computer software does not include embedded software that resides permanently in the internal memory of a computer or computer-related peripheral equipment and that is not removable without terminating the operation of the computer or equipment. Computer software constitutes personal property only to the extent of the value of the unmounted or uninstalled medium on or in which the information, program, or routine is stored or transmitted, and, after installation or mounting by any person, computer software does not increase the value of the computer or computer-related peripheral equipment, or any combination thereof. Notwithstanding any other provision of law, this subsection applies to the 1997 and subsequent tax rolls and to any assessment in an administrative or judicial action pending on June 1, 1997.

History.—s. 1, ch. 70-243; s. 1, ch. 77-102; s. 4, ch. 79-334; s. 56, ch. 80-274; s. 2, ch. 81-308; ss. 53, 63, 73, ch. 82-226; s. 1, ch. 82-388; s. 12, ch. 83-204; s. 52, ch. 83-217; s. 1, ch. 84-371; s. 9, ch. 94-241; s. 61, ch. 94-353; s. 1461, ch. 95-147; s. 1, ch. 97-294; s. 2, ch. 98-342; s. 31, ch. 2001-60; s. 20, ch. 2010-5; s. 1, ch. 2012-193.

Note.—Consolidation of provisions of former ss. 192.031, 192.041, 192.052, 192.064.

State of Florida
Office of the Attorney General

Informal Legal Opinion

Number: INFORMAL

Date: August 4, 2000

Subject: Mobile Home Recreation District, purchases

Mr. Bruce Bolon
Chairman, Barefoot Bay Recreation District
625 Barefoot Boulevard, Building F
Barefoot Bay, Florida 32976

Dear Mr. Bolon:

On behalf of the Board of Trustees of the Barefoot Bay Recreation District (district), you ask whether the replacement of a sprinkler system for the golf course owned and operated by the district may be classified as maintenance of the recreational facilities. According to your letter, the existing sprinkler system has in recent years been slowly deteriorating, and the district has now been advised that a new system, which will cost in excess of \$300,000, must be purchased in order to adequately maintain the golf course grounds. Attorney General Butterworth has asked me to respond to your letter.

You state that the district was created pursuant to Part II, Chapter 418, Florida Statutes.[1] Section 418.304(3), Florida Statutes, authorizes the board of trustees of the district:

"To acquire, purchase, construct, improve, equip, and maintain streets and lights, recreational facilities, and other common areas of all types, including real property and personal property, within the boundaries of the existing platted mobile home park to be acquired by the district; such acquisition may be by purchase, lease, or gift."

The district may operate and maintain recreational facilities or enter into agreements with others for such operation and maintenance.[2] In addition, the district may "issue bonds or notes to finance, in whole or in part, the cost of construction, acquisition, or improvement of common real property and personal property of the district." [3]

Subsection (13) of section 418.304, Florida Statutes, however, provides that the board of trustees is authorized:

"To enter into contracts involving the purchase, lease, conveyance, or other manner of acquisition of common real or tangible personal property; however, in any instance when the cost, price, or consideration therefor exceeds \$25,000, including all obligations proposed to be assumed in connection with such acquisition, then only if:

(a) The trustees by a two-thirds vote have approved the terms and conditions

of such acquisition by written resolution;

(b) Within not less than 30 days nor more than 60 days after the date of the resolution, the trustees certify the resolution to the supervisor of elections for the county for a referendum election; and

(c) The resolution is approved by a majority vote of the qualified electors voting in a referendum called for the purpose of considering the resolution."

Thus, while the board of trustees of the district is authorized to construct, improve, equip and maintain recreational facilities, it is also required to hold a referendum when such actions involve the purchase of common real property or tangible personal property in excess of \$25,000. Classifying the replacement of a sprinkler system as "maintenance"[4] does not remove the board's actions from the requirement of section 418.304(13), Florida Statutes. If the board is purchasing tangible personal property which costs more than \$25,000, regardless of whether for maintenance, improvement or construction of the district's recreational facilities, the provisions of section 418.304(13), Florida Statutes, must be complied with by the board.[5] The purpose of this subsection, which seeks to ensure that the electorate of the district has a voice in major acquisitions of common real property or tangible personal property, should not be frustrated.

I trust that the above informal advisory comments may be of assistance to the board of trustees in resolving this issue.

Sincerely,

Joslyn Wilson
Assistant Attorney General

JW/tgk

[1] See s. 418.30, Fla. Stat., authorizing any municipality or county in the state to create one or more mobile home park recreation districts by ordinance approved by a vote of the electors residing in the proposed district. And see Brevard County Ordinance 84-05, which you have advised this office establishes the Barefoot Bay Recreation District.

[2] Section 418.304(6), Fla. Stat.

[3] Section 418.304(5), Fla. Stat.

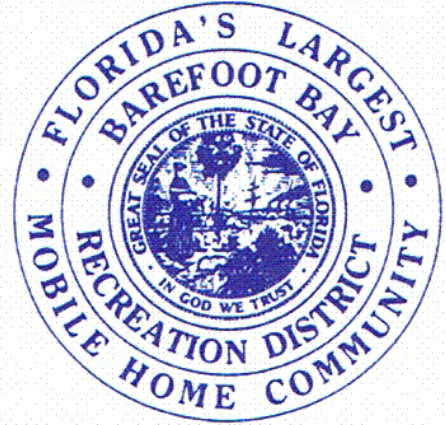
[4] See, e.g., Black's Law Dictionary *Maintain* p. 1105 (rev. 4th ed. 1968) (maintain has been variously defined as acts of repairs and other acts to prevent a decline, lapse, or cessation from existing state or condition).

[5] Cf. s. 192.001(11)(d), Fla. Stat., defining "Tangible personal property" for purposes of the state tax code to mean:

"all goods, chattels, and other articles of value (but does not include the vehicular items enumerated in s. 1(b), Art. VII of the State Constitution and elsewhere defined) capable of manual possession and whose chief value is intrinsic to the article itself[.]"

Board of Trustees Meeting Agenda Memo

Date: January 11, 2019
Title: **Utility Cart Replacement**
Section & Item: 9E
Department: R&M/Capital
Fiscal Impact: \$8,475.67 (FY19 Budget of \$9,400.00)
Contact: Matt Goetz, Property Services Manager;
John W. Coffey, ICMA-CM, Community
Manager
Attachments: Quote and state bid information
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community
Manager



Requested Action by BOT

Award of contract for a replacement utility cart.

Background and Summary Information

The FY19 R&M/Capital Budget contains \$9,400 for the replacement of one utility cart (a 2013 unit) used by Property Service Department personnel. Staff solicited the following quote, using the state purchasing system:

- \$8,475.67 Deere & Company (Everglades Equipment Group)

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

Staff also recommends the BOT award contract for a John Deere TX model utility cart from Deere & Company (Everglades Equipment Group) via state contracting in the amount of \$8,475.67.

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

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

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Everglades Equipment Group
 6150 Orange Avenue
 Fort Pierce, FL 34947
 772-461-5568
 info@efe1963.com

Quote Summary

Prepared For:

Barefoot Bay Recreation Dist
 625 Barefoot Blvd
 Barefoot Bay, FL 32976
 Business: 561-664-3141

Delivering Dealer:
Everglades Equipment Group

Wade Walker
 6150 Orange Avenue
 Fort Pierce, FL 34947
 Phone: 772-461-5568
 wwalker@evergladesfarmequipment.com

Quote ID: 18661729
Created On: 12 December 2018
Last Modified On: 12 December 2018
Expiration Date: 31 December 2018

Equipment Summary	Suggested List	Selling Price	Qty	=	Extended
JOHN DEERE TX (Model Year 19)	\$ 9,556.44	\$ 8,475.67	X 1	=	\$ 8,475.67
Contract: FL Ag & Lawn Equip 21100000-15-1 (PG F2 CG 22)					
Price Effective Date: May 12, 2018					
Equipment Total					\$ 8,475.67

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 8,475.67
Trade In	
SubTotal	\$ 8,475.67
Est. Service Agreement Tax	\$ 0.00
Total	\$ 8,475.67
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 8,475.67

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 18661729 Customer Name: BAREFOOT BAY RECREATION DIST

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

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

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Everglades Equipment Group
6150 Orange Avenue
Fort Pierce, FL 34947
772-461-5568
info@efe1963.com

JOHN DEERE TX (Model Year 19)

Contract: FL Ag & Lawn Equip 21100000-15-1 (PG F2 CG 22)

Suggested List *
\$ 9,556.44

Price Effective Date: May 12, 2018

Selling Price *
\$ 8,475.67

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
571HM	TX (Model Year 19)	1	\$ 8,359.00	12.00	\$ 1,003.08	\$ 7,355.92	\$ 7,355.92
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	12.00	\$ 0.00	\$ 0.00	\$ 0.00
0509	PR - All Terrain Tires	1	\$ 0.00	12.00	\$ 0.00	\$ 0.00	\$ 0.00
1016	AT (All Terrain) Tires	1	\$ 0.00	12.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	1	\$ 0.00	12.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Deluxe Cargo Box with Brake and Taillights and Spray-On Liner	1	\$ 442.00	12.00	\$ 53.04	\$ 388.96	\$ 388.96
3100	Cargo Box Manual Lift	1	\$ 0.00	12.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	1	\$ 0.00	12.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	12.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 442.00		\$ 53.04	\$ 388.96	\$ 388.96
Dealer Attachments/Non-Contract/Open Market							
BM23458	Front Bumper	1	\$ 205.44	12.00	\$ 24.65	\$ 180.79	\$ 180.79
ROOF	ROOF	1	\$ 550.00	0.00	\$ 0.00	\$ 550.00	\$ 550.00
Dealer Attachments Total			\$ 755.44		\$ 24.65	\$ 730.79	\$ 730.79
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price							\$ 8,475.67
Total Selling Price			\$ 9,556.44		\$ 1,080.77	\$ 8,475.67	\$ 8,475.67

**Attachment F – ITB No. 20-21100000-C
Agriculture & Lawn Equipment
State of Florida
Vendor Information Form**

Solicitation Number: ITB No. 20-21100000-C Agriculture & Lawn Equipment	
Please ensure the Ordering Instructions information provided in this form matches the MyFloridaMarketPlace ("MFMP") Vendor Registration account information: Florida Vendor Information Portal . DO NOT CHANGE THE FORMAT OF THIS FORM!	
RESPONDENT NAME:	Deere & Company
RESPONDENT FEID NO.:	36-2382580
STREET ADDRESS:	2000 John Deere Run
CITY, STATE and ZIP:	Cary, NC 27513
INTERNET ADDRESS:	www.JohnDeere.com
TELEPHONE NO.:	800-358-5010 opt 2
TOLL-FREE NO.:	800-358-5010 opt 2
FAX NO.:	309-749-2313
Person Responsible For Administering The Contract	
NAME:	Andrew Hill
TITLE:	Contract Administrator
STREET ADDRESS:	2000 John Deere Run
CITY, STATE and ZIP:	Cary, NC 27513
E-MAIL ADDRESS:	GNSBids@JohnDeere.com
TELEPHONE NO.:	919-804-2831
TOLL-FREE NO.:	800-358-5010 opt 2
CELL PHONE NO.:	N/A
FAX NO.:	309-7492313
Ordering and Remit-To Information Please provide information where Customers should direct orders. You must provide a regular mailing address and e-mail address. If equipped to receive purchase orders electronically, you may also provide an Internet Address.	
REMIT-TO:	Deere & Company
REMIT-TO STREET ADDRESS:	21748 Network Place
REMIT-TO CITY, STATE and ZIP CODE:	Chicago, IL 60673-1217
REMIT-TO EMAIL and/or INTERNET ADDRESS:	GNSAcctg@JohnDeere.com

Board of Trustees Meeting Agenda Memo

Date: January 11, 2019

Title: Statewide Mutual Aid Agreement.

Section & Item: 9F

Department: Administration

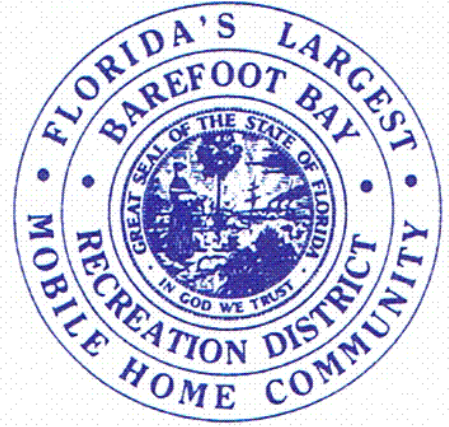
Fiscal Impact: Cost of Aid Rendered, if any.

Contact: John Coffey, Community Manager or
General Counsel Cliff Repperger
(321) 984-2700

Attachments: Draft Resolution Approving Mutual Aid
Agreement and Draft Agreement

Reviewed by
General Counsel: Y

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



Requested Action by BOT:

Approve Mutual Aid Agreement and Resolution adopting the same.

Background and Summary Information:

On December 12, 2008, the Board of Trustees approved a Mutual Aid Agreement with the State of Florida via adoption of Resolution 2008-10. The State has updated the standard Mutual Aid Agreement to make it auto-renewing and has asked all participating local governments to adopt the new version. Independent special districts must participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 27P-19, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs.

RESOLUTION NO. 2018-00

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE [REDACTED] COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA, APPROVING THE REVISED FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of the [REDACTED] Community Development District (“District”) hereby approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Emergency Management requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 27P-19, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE [REDACTED] COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA, THAT:

Section 1. The above recitals are hereby adopted.

Section 2. That execution of the attached revised Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.

PASSED, ADOPTED and EFFECTIVE this ____ day of _____, 2018.

ATTEST:

[REDACTED]
**COMMUNITY DEVELOPMENT DISTRICT,
FLORIDA**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

WESLEY MAUL
Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT (“Division”) and the local government signing this Agreement (the “Participating Parties”). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).

B. The “Division” is the Division of Emergency Management

C. The “Participating Parties” to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The “Requesting Parties” to this Agreement are Participating Parties who request assistance during an emergency.

E. The “Assisting Parties” to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The “State Emergency Operations Center” is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The “Comprehensive Emergency Management Plan” is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The “State Coordinating Officer” is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The “Period of Assistance” is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An “educational district” is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A “local government” is any educational district or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a “major” or “catastrophic disaster” as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a “minor” disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a “minor disaster” or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

Procedures for Reimbursement. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B), or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
County Attorney

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
City Attorney

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

SCHOOL DISTRICT,
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY, STATE OF FLORIDA

By: _____
Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

SPECIAL DISTRICT,
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

BOARD OF TRUSTEES OF

AUTHORITY, STATE OF FLORIDA

By: _____
Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

TRIBAL COUNCIL OF THE

TRIBE OF FLORIDA

By: _____
Council Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Council

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

COMMUNITY DEVELOPMENT DISTRICT,
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

Date: _____

FORM C

CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: _____

Mailing Address: _____

Authorized Representative Contact Information

Primary Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

1st Alternate Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

2nd Alternate Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

*****PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR*****

**SAMPLE AUTHORIZING RESOLUTION
FOR ADOPTION OF
STATEWIDE MUTUAL AID AGREEMENT**

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____
_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by _____ on _____.

BY: _____

TITLE: _____

DATE: _____

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B

PART I**TO BE COMPLETED BY THE REQUESTING PARTY**

Date:		Time:		HRS	Mission No:	
		(local)				
Point of Contact:		Telephone No:		E-mail address:		
Requesting Party:		Assisting Party:				
Incident Requiring Assistance:						
Type of Assistance/Resources Needed (use Part IV for additional space)						
Date & Time Resources Needed:		Location (address):				
Approximated Date/Time Resources Released:						
Authorized Official's Name:		Signature:				
Title:		Agency:				

PART II**TO BE COMPLETED BY THE ASSISTING PARTY**

Contact Person:		Telephone No:		E-mail address:	
Type of Assistance Available:					
Date & Time Resources Available		To:			
Location (address):					
Approximate Total cost for mission:	\$				
Travel: \$	Personnel: \$	Equipment & Materials: \$	Contract Rental: \$		
Logistics Required from Requesting Party	Yes <input type="checkbox"/>	(Provide information on attached Part IV)			No <input type="checkbox"/>
Authorized Official's Name:		Title:			
Date:		Signature:		Local Mission No:	

PART III**TO BE COMPLETED BY THE REQUESTING PARTY**

Authorized Official's Name:		Title:	
Signature:		Agency:	

PART IV

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B (continued)

MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION

FEMA's SCHEDULE OF EQUIPMENT RATES

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY

RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, D.C. 20472

The rates on this Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 *Allowable Costs*. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 *Appeals*.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER SEPTEMBER 15, 2010.

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 ft	to 15	Articulated, Telescoping, Scissor.	hour	\$8.25
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 ft	to 30	Articulated, Telescoping, Scissor.	hour	\$12.25
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 ft	to 50	Articulated, Telescoping, Scissor.	hour	\$21.00
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 ft	to 85	Articulated and Telescoping.	hour	\$55.00
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 ft	to 130	Articulated and Telescoping.	hour	\$67.00
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	\$6.75
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	\$12.25
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	\$23.50
8489	Aerial Lift, Truck Mntd	Max. Platform Height	100 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	\$34.00
8010	Air Compressor	Air Delivery	41 cfm	to 10	Hoses included.	hour	\$1.50
8011	Air Compressor	Air Delivery	103 cfm	to 30	Hoses included.	hour	\$7.00
8012	Air Compressor	Air Delivery	130 cfm	to 50	Hoses included.	hour	\$9.25
8013	Air Compressor	Air Delivery	175 cfm	to 90	Hoses included.	hour	\$20.00
8014	Air Compressor	Air Delivery	400 cfm	to 145	Hoses included.	hour	\$27.50
8015	Air Compressor	Air Delivery	575 cfm	to 230	Hoses included.	hour	\$45.50
8016	Air Compressor	Air Delivery	1100 cfm	to 355	Hoses included.	hour	\$51.00
8017	Air Compressor	Air Delivery	1600 cfm	to 500	Hoses included.	hour	\$80.00
8040	Ambulance			to 150		hour	\$25.50
8041	Ambulance			to 210		hour	\$32.50
8060	Auger, Portable	Hole Diameter	16 in	to 6		hour	\$1.30
8061	Auger, Portable	Hole Diameter	18 in	to 13		hour	\$3.50
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 in	to 13	Includes digger, boom and mounting hardware. Add to Tractor rate for total rate.	hour	\$1.30
8063	Auger, Truck Mntd	Max. Auger Size	24 in	to 100	Includes digger, boom and mounting hardware. Add to Truck rate for total rate.	hour	\$29.00
8070	Automobile			to 130	Transporting people.	mile	\$0.50
8071	Automobile			to 130	Transporting cargo.	hour	\$13.00
8072	Automobile, Police			to 250	Patrolling.	mile	\$0.60
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$16.25
8110	Barge, Deck	Size	50'x35'x7.25'			hour	\$34.00
8111	Barge, Deck	Size	50'x35'x9'			hour	\$49.00
8112	Barge, Deck	Size	120'x45'x10'			hour	\$60.00
8113	Barge, Deck	Size	160'x45'x11'			hour	\$75.00
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$3.15
8051	Board, Message			to 5	Trailer Mounted.	hour	\$8.50
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	\$150.00
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	\$200.00
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	\$250.00
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	\$300.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8130	Boat, Row				Heavy duty.	hour	\$0.85
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	\$14.00
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	\$26.00
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	\$250.00
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	\$300.00
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	\$450.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	\$830.00
8140	Boat, Tug	Length	16 ft	to 100		hour	\$33.50
8141	Boat, Tug	Length	18 ft	to 175		hour	\$53.00
8142	Boat, Tug	Length	26 ft	to 250		hour	\$65.00
8143	Boat, Tug	Length	40 ft	to 380		hour	\$150.00
8144	Boat, Tug	Length	51 ft	to 700		hour	\$225.00
8419	Breaker, Pavement, Hand-Held	Weight	25-90 lb			hour	\$0.65
8420	Breaker, Pavement			to 70		hour	\$31.25
8150	Broom, Pavement	Broom Length	72 in	to 35		hour	\$12.30
8151	Broom, Pavement	Broom Length	96 in	to 100		hour	\$19.75
8153	Broom, Pavement, Mntd	Broom Length	72 in	to 18	Add to Prime Mover rate for total rate.	hour	\$6.00
8154	Broom, Pavement, Pull	Broom Length	84 in	to 20	Add to Prime Mover rate for total rate.	hour	\$10.25
8270	Bucket, Clamshell	Capacity	1.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	\$3.60
8271	Bucket, Clamshell	Capacity	2.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	\$6.75
8272	Bucket, Clamshell	Capacity	5.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	\$11.25
8273	Bucket, Clamshell	Capacity	7.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	\$14.50
8275	Bucket, Dragline	Capacity	2.0 cy		Does not include Clamshell & Dragline.	hour	\$2.90
8276	Bucket, Dragline	Capacity	5.0 cy		Does not include Clamshell & Dragline.	hour	\$6.50
8277	Bucket, Dragline	Capacity	10 cy		Does not include Clamshell & Dragline.	hour	\$10.50
8278	Bucket, Dragline	Capacity	14 cy		Does not include Clamshell & Dragline.	hour	\$13.50
8180	Bus			to 150		hour	\$20.00
8181	Bus			to 210		hour	\$23.00
8182	Bus			to 300		hour	\$27.00
8190	Chain Saw	Bar Length	16 in			hour	\$1.75
8191	Chain Saw	Bar Length	25 in			hour	\$3.20
8192	Chain Saw, Pole	Bar Size	18 in			hour	\$1.60
8200	Chipper, Brush	Chipping Capacity	6 in	to 35	Trailer Mounted.	hour	\$7.50
8201	Chipper, Brush	Chipping Capacity	9 in	to 65	Trailer Mounted.	hour	\$16.00
8202	Chipper, Brush	Chipping Capacity	12 in	to 100	Trailer Mounted.	hour	\$21.75
8203	Chipper, Brush	Chipping Capacity	15 in	to 125	Trailer Mounted.	hour	\$30.75
8204	Chipper, Brush	Chipping Capacity	18 in	to 200	Trailer Mounted.	hour	\$45.50
8210	Clamshell & Dragline, Crawler		149,999 lb	to 235	Bucket not included in rate.	hour	\$86.00
8211	Clamshell & Dragline, Crawler		250,000 lb	to 520	Bucket not included in rate.	hour	\$121.00
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	\$130.00
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 cy		Truck Mounted. Add to Truck rate for total rate.	hour	\$16.00
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 cy		Truck Mounted. Add to Truck rate for total rate.	hour	\$21.50
8220	Compactor			to 10		hour	\$11.00
8221	Compactor, Towed, Vibratory Drum			to 45		hour	\$17.50
8222	Compactor, Vibratory, Drum			to 75		hour	\$25.00
8223	Compactor, Pneumatic, Wheel			to 100		hour	\$29.00
8225	Compactor, Sanitation			to 300		hour	\$96.00
8226	Compactor, Sanitation			to 400		hour	\$163.00
8227	Compactor, Sanitation			to 535		hour	\$225.00
8228	Compactor, Towed, Pneumatic, Wheel		10000 lb		Add to Prime Mover rate for total rate.	hour	\$7.50

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8229	Compactor, Towed, Drum Static		20000 lb		Add to Prime Mover rate for total rate.	hour	\$12.25
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	\$27.00
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	\$55.00
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	\$95.00
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	\$155.00
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	\$220.00
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 lb		Add to Truck rate for total rate.	hour	\$10.00
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 lb		Add to Truck rate for total rate.	hour	\$16.00
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 lb		Add to Truck rate for total rate.	hour	\$30.00
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	\$90.00
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	\$100.00
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$120.00
8670	Derrick, Hydraulic Digger	Max. Boom Length	60 ft		Includes hydraulic pole alignment attachment. Add to Truck rate.	hour	\$21.00
8671	Derrick, Hydraulic Digger	Max. Boom Length	90 ft		Includes hydraulic pole alignment attachment. Add to Truck rate.	hour	\$39.00
8580	Distributor, Asphalt	Tank Capacity	500 gal		insulated tank, and circulating spray bar.	hour	\$12.00
8581	Distributor, Asphalt	Tank Capacity	1000 gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate.	hour	\$13.00
8582	Distributor, Asphalt	Tank Capacity	4000 gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate.	hour	\$25.00
8250	Dozer, Crawler			to 75		hour	\$31.00
8251	Dozer, Crawler			to 105		hour	\$40.00
8252	Dozer, Crawler			to 160		hour	\$65.00
8253	Dozer, Crawler			to 250		hour	\$80.00
8254	Dozer, Crawler			to 360		hour	\$135.00
8255	Dozer, Crawler			to 565		hour	\$250.00
8256	Dozer, Crawler			to 850		hour	\$340.00
8260	Dozer, Wheel			to 300		hour	\$55.00
8261	Dozer, Wheel			to 400		hour	\$110.00
8262	Dozer, Wheel			to 500		hour	\$150.00
8263	Dozer, Wheel			to 625		hour	\$200.00
8280	Excavator, Hydraulic	Bucket Capacity	0.5 cy	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$18.00
8281	Excavator, Hydraulic	Bucket Capacity	1.0 cy	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$39.00
8282	Excavator, Hydraulic	Bucket Capacity	1.5 cy	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	\$65.00
8283	Excavator, Hydraulic	Bucket Capacity	2.5 cy	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	\$120.00
8284	Excavator, Hydraulic	Bucket Capacity	4.5 cy	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	\$200.00
8285	Excavator, Hydraulic	Bucket Capacity	7.5 cy	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	\$240.00
8286	Excavator, Hydraulic	Bucket Capacity	12 cy	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$400.00
8240	Feeder, Grizzly			to 35		hour	\$17.00
8241	Feeder, Grizzly			to 55		hour	\$30.00
8242	Feeder, Grizzly			to 75		hour	\$44.00
8300	Fork Lift	Capacity	6000 lb	to 60		hour	11.75
8301	Fork Lift	Capacity	12000 lb	to 90		hour	\$17.00
8302	Fork Lift	Capacity	18000 lb	to 140		hour	\$23.00
8303	Fork Lift	Capacity	50000 lb	to 215		hour	\$50.00
8310	Generator	Prime Output	5.5 kW	to 10		hour	\$3.25
8311	Generator	Prime Output	16 kW	to 25		hour	\$8.00
8312	Generator	Prime Output	43 kW	to 65		hour	\$17.00
8313	Generator	Prime Output	100 kW	to 125		hour	\$34.00
8314	Generator	Prime Output	150 kW	to 240		hour	\$50.00
8315	Generator	Prime Output	210 kW	to 300		hour	\$60.00
8316	Generator	Prime Output	280 kW	to 400		hour	\$85.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8317	Generator	Prime Output	350 kW	to 500		hour	\$95.00
8318	Generator	Prime Output	530 kW	to 750		hour	\$150.00
8319	Generator	Prime Output	710 kW	to 1000		hour	\$200.00
8320	Generator	Prime Output	1100 kW	to 1500		hour	\$375.00
8321	Generator	Prime Output	2500 kW	to 3000		hour	\$500.00
8755	Golf Cart	Capacity	2 person			hour	\$3.20
8330	Graders	Moldboard Size	10 ft	to 110	Includes Rigid and Articulate	hour	\$34.50
8331	Graders	Moldboard Size	12 ft	to 150	Includes Rigid and Articulate	hour	\$58.00
8332	Graders	Moldboard Size	14 ft	to 225	Includes Rigid and Articulate	hour	\$70.00
8350	Hose, Discharge	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	\$0.13
8351	Hose, Discharge	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	\$0.19
8352	Hose, Discharge	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	\$0.50
8353	Hose, Discharge	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	\$0.75
8354	Hose, Discharge	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	\$1.35
8355	Hose, Discharge	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	\$2.20
8356	Hose, Suction	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	\$0.23
8357	Hose, Suction	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	\$0.43
8358	Hose, Suction	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	\$0.90
8359	Hose, Suction	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	\$1.35
8360	Hose, Suction	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	\$2.45
8361	Hose, Suction	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	\$3.90
8517	Jackhammer (Dry)	Weight Class	25-45 lb			hour	\$1.00
8518	Jackhammer (Wet)	Weight Class	30-55 lb			hour	\$1.15
8380	Loader, Crawler	Bucket Capacity	0.5 cy	to 32	Includes bucket.	hour	\$11.50
8381	Loader, Crawler	Bucket Capacity	1 cy	to 60	Includes bucket.	hour	\$19.00
8382	Loader, Crawler	Bucket Capacity	2 cy	to 118	Includes bucket.	hour	\$42.00
8383	Loader, Crawler	Bucket Capacity	3 cy	to 178	Includes bucket.	hour	\$76.00
8384	Loader, Crawler	Bucket Capacity	4 cy	to 238	Includes bucket.	hour	\$115.00
8540	Loader, Skid-Steer	Operating Capacity	1000 lb	to 35		hour	\$11.00
8541	Loader, Skid-Steer	Operating Capacity	2000 lb	to 65		hour	\$18.00
8542	Loader, Skid-Steer	Operating Capacity	3000 lb	to 85		hour	\$22.00
8401	Loader, Tractor, Wheel			to 81		hour	\$25.00
8390	Loader, Wheel	Bucket Capacity	0.5 cy	to 38		hour	\$15.50
8391	Loader, Wheel	Bucket Capacity	1 cy	to 60		hour	\$21.50
8392	Loader, Wheel	Bucket Capacity	2 cy	to 105		hour	\$28.75
8393	Loader, Wheel	Bucket Capacity	3 cy	to 152		hour	\$40.00
8394	Loader, Wheel	Bucket Capacity	4 cy	to 200		hour	\$52.00
8395	Loader, Wheel	Bucket Capacity	5 cy	to 250		hour	\$66.00
8396	Loader, Wheel	Bucket Capacity	6 cy	to 305		hour	\$82.00
8397	Loader, Wheel	Bucket Capacity	7 cy	to 360		hour	\$95.00
8398	Loader, Wheel	Bucket Capacity	8 cy	to 530		hour	\$140.00
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 cy	to 40	Loader and Backhoe Buckets included.	hour	\$14.75
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 cy	to 70	Loader and Backhoe Buckets included.	hour	\$23.50
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 cy	to 95	Loader and Backhoe Buckets included.	hour	\$33.00
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 cy	to 115	Loader and Backhoe Buckets included.	hour	\$38.00
8410	Mixer, Concrete Portable	Batching Capacity	10 cft			hour	\$3.25
8411	Mixer, Concrete Portable	Batching Capacity	12 cft			hour	\$4.25
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 cft	to 10		hour	\$8.75
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 cft	to 25		hour	\$15.25
8075	Motorcycle, Police					mile	\$0.35
8633	Mulcher, Trailer Mntd	Working Capacity	7 tph	to 35		hour	\$10.25
8634	Mulcher, Trailer Mntd	Working Capacity	10 tph	to 55		hour	\$15.75
8635	Mulcher, Trailer Mntd	Working Capacity	20 tph	to 120		hour	\$24.75
8430	Paver, Asphalt, Towed				Does not include Prime Mover.	hour	\$7.00
8431	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	\$65.00
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	\$115.00
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	\$125.00
8434	Paver, Asphalt			to 250	Includes wheel and crawler equipment.	hour	\$140.00
8436	Pick-up, Asphalt			to 110		hour	\$55.00
8437	Pick-up, Asphalt			to 150		hour	\$83.00
8438	Pick-up, Asphalt			to 200		hour	\$110.00
8439	Pick-up, Asphalt			to 275		hour	\$140.00
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	\$10.25

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	\$27.75
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	\$31.75
8450	Plow, Snow, Grader Mntd	Width	to 10 ft		Add to Grader for total rate.	hour	\$16.00
8451	Plow, Snow, Grader Mntd	Width	to 14 ft		Add to Grader for total rate.	hour	\$24.00
8452	Plow, Snow, Truck Mntd	Width	to 15 ft		Add to Truck rate for total rate.	hour	\$10.75
8453	Plow, Snow, Truck Mntd	Width	to 15 ft		With leveling wing. Add to Truck rate for total rate.	hour	\$18.50
8470	Pump			to 4	Does not include Hoses.	hour	\$2.15
8471	Pump			to 6	Does not include Hoses.	hour	\$3.20
8472	Pump			to 10	Does not include Hoses.	hour	\$4.10
8473	Pump			to 15	Does not include Hoses.	hour	\$7.75
8474	Pump			to 25	Does not include Hoses.	hour	\$9.25
8475	Pump			to 40	Does not include Hoses.	hour	\$16.00
8476	Pump			to 60	Does not include Hoses.	hour	\$18.75
8477	Pump			to 95	Does not include Hoses.	hour	\$26.50
8478	Pump			to 140	Does not include Hoses.	hour	\$31.00
8479	Pump			to 200	Does not include Hoses.	hour	\$36.00
8480	Pump			to 275	Does not include Hoses.	hour	\$80.00
8481	Pump			to 350	Does not include Hoses.	hour	\$95.00
8482	Pump			to 425	Does not include Hoses.	hour	\$120.00
8483	Pump			to 500	Does not include Hoses.	hour	\$135.00
8484	Pump			to 575	Does not include Hoses.	hour	\$155.00
8485	Pump			to 650	Does not include Hoses.	hour	\$180.00
8510	Saw, Concrete	Blade Diameter	14 in	to 14		hour	\$6.00
8511	Saw, Concrete	Blade Diameter	26 in	to 35		hour	\$13.50
8512	Saw, Concrete	Blade Diameter	48 in	to 65		hour	\$23.00
8513	Saw, Rock			to 100		hour	\$30.00
8514	Saw, Rock			to 200		hour	\$60.00
8521	Scraper	Scraper Capacity	16 cy	to 250		hour	\$90.00
8522	Scraper	Scraper Capacity	23 cy	to 365		hour	\$130.00
8523	Scraper	Scraper Capacity	34 cy	to 475		hour	\$200.00
8524	Scraper	Scraper Capacity	44 cy	to 600		hour	\$240.00
8560	Snow Blower	Capacity	2,000 tph	to 400		hour	\$140.00
8561	Snow Blower	Capacity	2,500 tph	to 500		hour	\$160.00
8562	Snow Blower	Capacity	3,500 tph	to 600		hour	\$180.00
8550	Snow Blower, Truck Mntd	Capacity	600 tph	to 75	Does not include Truck.	hour	\$37.50
8551	Snow Blower, Truck Mntd	Capacity	1400 tph	to 200	Does not include Truck.	hour	\$70.00
8552	Snow Blower, Truck Mntd	Capacity	2000 tph	to 340	Does not include Truck.	hour	\$110.00
8553	Snow Blower, Truck Mntd	Capacity	2500 tph	to 400	Does not include Truck.	hour	\$120.00
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	\$3.25
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	\$7.00
8630	Sprayer, Seed	Working Capacity	750 gal	to 30	Trailer & Truck mounted. Does not include Prime Mover.	hour	\$9.75
8631	Sprayer, Seed	Working Capacity	1250 gal	to 50	Trailer & Truck mounted. Does not include Prime Mover.	hour	\$15.00
8632	Sprayer, Seed	Working Capacity	3500 gal	to 115	Trailer & Truck mounted. Does not include Prime Mover.	hour	\$25.75
8458	Spreader, Chemical	Capacity	5 cy	to 4	Trailer & Truck mounted. Does not	hour	\$4.00
8423	Spreader, Chip	Spread Hopper Width	12.5 ft	to 152		hour	\$50.00
8424	Spreader, Chip	Spread Hopper Width	16.5 ft	to 215		hour	\$80.00
8425	Spreader, Chip, Mntd	Hopper Size	8 ft	to 8	Trailer & Truck mounted.	hour	\$3.30
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	\$3.30
8456	Spreader, Sand	Mounting	Dump Body			hour	\$5.50
8457	Spreader, Sand	Mounting	Truck (10 yd)			hour	\$7.50
8440	Striper	Paint Capacity	40 gal	to 22		hour	\$8.75
8441	Striper	Paint Capacity	90 gal	to 60		hour	\$19.00
8442	Striper	Paint Capacity	120 gal	to 122		hour	\$37.00
8445	Striper, Truck Mntd	Paint Capacity	120 gal	to 460		hour	\$70.00
8446	Striper, Walk-behind	Paint Capacity	12 gal			hour	\$3.35
8157	Sweeper, Pavement			to 110		hour	\$59.00
8158	Sweeper, Pavement			to 230		hour	\$74.00
8590	Trailer, Dump	Capacity	20 cy		Does not include Prime Mover.	hour	\$8.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8591	Trailer, Dump	Capacity	30 cy		Does not include Prime Mover.	hour	\$14.00
8600	Trailer, Equipment	Capacity	30 ton			hour	\$10.25
8601	Trailer, Equipment	Capacity	40 ton			hour	\$12.50
8602	Trailer, Equipment	Capacity	60 ton			hour	\$15.00
8603	Trailer, Equipment	Capacity	120 ton			hour	\$25.00
8640	Trailer, Office	Trailer Size	8' x 24'			hour	\$1.70
8641	Trailer, Office	Trailer Size	8' x 32'			hour	\$1.75
8642	Trailer, Office	Trailer Size	10' x 32'			hour	\$2.60
8610	Trailer, Water	Tank Capacity	4000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$11.00
8611	Trailer, Water	Tank Capacity	6000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$14.00
8612	Trailer, Water	Tank Capacity	10000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$16.50
8613	Trailer, Water	Tank Capacity	14000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$20.50
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$11.75
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$25.00
8290	Trowel, Concrete	Diameter	48 in	to 12		hour	\$4.50
8680	Truck, Concrete Mixer	Mixer Capacity	13 cy	to 300		hour	\$75.00
8720	Truck, Dump	Struck Capacity	8 cy	to 220		hour	\$35.00
8721	Truck, Dump	Struck Capacity	10 cy	to 320		hour	\$45.00
8722	Truck, Dump	Struck Capacity	12 cy	to 400		hour	\$60.00
8723	Truck, Dump	Struck Capacity	18 cy	to 400		hour	\$65.00
8724	Truck, Dump, Off	Struck Capacity	28 cy	to 450		hour	\$105.00
8690	Truck, Fire	Pump Capacity	1000 gpm			hour	\$70.00
8691	Truck, Fire	Pump Capacity	1250 gpm			hour	\$80.00
8692	Truck, Fire	Pump Capacity	1500 gpm			hour	\$85.00
8693	Truck, Fire	Pump Capacity	2000 gpm			hour	\$90.00
8694	Truck, Fire Ladder	Ladder length	75 ft			hour	\$125.00
8695	Truck, Fire Ladder	Ladder length	150 ft			hour	\$150.00
8700	Truck, Flatbed	Maximum Gvw	15000 lb	to 200		hour	\$20.00
8701	Truck, Flatbed	Maximum Gvw	25000 lb	to 275		hour	\$22.00
8702	Truck, Flatbed	Maximum Gvw	30000 lb	to 300		hour	\$25.00
8703	Truck, Flatbed	Maximum Gvw	45000 lb	to 380		hour	\$43.00
8730	Truck, Garbage	Capacity	25 cy	to 255		hour	\$47.00
8731	Truck, Garbage	Capacity	32 cy	to 325		hour	\$55.00
8800	Truck, Pickup				Transporting people.	mile	\$0.50
8801	Truck, Pickup		½ ton			hour	\$14.00
8802	Truck, Pickup		1 ton			hour	\$20.00
8803	Truck, Pickup		1¼ ton			hour	\$22.00
8804	Truck, Pickup		1½ ton			hour	\$25.00
8805	Truck, Pickup		1¾ ton			hour	\$30.00
8790	Truck, Tractor	4 x 2	30000 lb	to 220		hour	\$32.00
8791	Truck, Tractor	4 x 2	45000 lb	to 310		hour	\$45.00
8792	Truck, Tractor	6 x 4	50000 lb	to 400		hour	\$55.00
8780	Truck, Water	Tank Capacity	2500 gal	to 175	Include pump and rear spray system.	hour	\$31.00
8781	Truck, Water	Tank Capacity	4000 gal	to 250	Include pump and rear spray system.	hour	\$42.00
8620	Tub Grinder			to 440		hour	\$85.00
8621	Tub Grinder			to 630		hour	\$120.00
8622	Tub Grinder			to 760		hour	\$150.00
8623	Tub Grinder			to 1000		hour	\$270.00
8753	Vehicle, Recreational			to 10		hour	\$3.00
8750	Vehicle, Small			to 30		hour	\$7.00
8761	Vibrator, Concrete			to 4		hour	\$1.15
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	\$5.00
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	\$11.50
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	\$16.00
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	\$22.00

Board of Trustees Meeting Agenda Memo

Date: January 11, 2019

Title: **Building C Exterior Renovation Request for Proposal Announcement**

Section & Item: 9G

Department: R&M/Capital

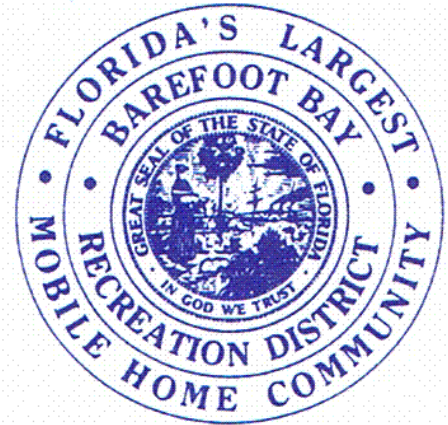
Fiscal Impact: FY19 Budget of 82,000)

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

Attachments: Draft RFP, excerpt from Policy Manual

Reviewed by
General Counsel: N/A

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



Requested Action by BOT

Selection of a Trustee to serve as a voting member of the RFP committee.

Background and Summary Information

The FY19 R&M/Capital Budget contains \$82,000 for the replacement of the following work on Building C:

- Roof replacement
- Windows replacement
- Doors replacement
- Stucco repair/replacement

Of note, this project was originally budgeted as four separate projects but was combined into one project in late 2018 per the recommendation of staff. 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 listed to the left.

Order	Task	Date (and Time if applicable)
1	Florida Today Advertisement	Jan. 14, 2019
2	Publication Date	Jan. 15, 2019
3	Advertisement	Jan. 15, 2019 through Feb. 15, 2019
4	Mandatory Pre-Submittal Site Inspection Meeting	Jan. 29, 2019 (9:00am) at Bldg. C, 625 Barefoot Blvd., Barefoot Bay, FL 32976
5	Deadline for Written Questions	Feb. 01, 2019, 4:30pm
6	Responses/Addendum Issued	Jan. 16, 2019 through Feb. 8, 2019
7	Submission Deadline (RFP close date)	Feb. 15, 2019, 4:30pm
8	RFP Opening Date and initial review	Feb. 19, 2019, Bldg. D/E at 3pm
9	Evaluation Comm. Mtg. (Discussion & Review, interviews if needed, otherwise vote to recommend award to Board of Trustees)	Feb. 28, 2019, Bldg. D/E at 9am
10	Board of Trustees meeting for Contract Award	Mar. 8, 2019, Bldg. D/E at 1pm
11	Commencement of Work	No sooner than May 1, 2019 and no later than June 1, 2019

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.



REQUEST FOR PROPOSAL #2019-01 Building C Exterior Rehabilitation

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

ISSUE DATE: 01/15/2019

**PROPOSALS TO BE RECEIVED NO LATER THAN
4:30 PM ON FRIDAY, 02/15/2019**

CONTACT: Dawn Myers
PHONE NUMBER: 772.664.3141
FAX: 772.664.1928
E-MAIL: dawnmyers@bbrd.org

**PROPOSALS WILL BE OPENED AT 3:00PM ON
TUESDAY, 02/19/2019**

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SECTION I

INTRODUCTION

Barefoot Bay Recreation District (hereinafter referred to as "BBRD") is requesting sealed Proposals for **"RFP No. 2019-01, Building C Exterior Rehabilitation."**

PROPOSALS DUE DATE & TIME: Friday, February 15, 2019 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 4:30 P.M. 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 3:30pm on, Tuesday, February 19, 2019. The location of the opening will be Building D/E, 1225 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. 2019-01, Building C Exterior Rehabilitation"**. Responder'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.

A required pre-submittal site inspection meeting will be held on Tuesday, January 29, 2019 (9:00am) at Building C, 625 Barefoot Blvd., Barefoot Bay, FL 32976. This pre-submittal meeting will allow the proposer the opportunity to inspect the work site and bring forward any questions concerning this RFP. Matt Goetz, Property Services Manager, will be available to answer any questions about the site.

For information concerning procedure for responding to this Request for Proposals (RFP), contact Dawn Myers, District Clerk, at 772.664.3141. Such contact should be for clarification purposes only. Material changes, if any, to the Scope of Services, Proposals or procedures will only be transmitted by written addendum as posted on www.demandstar.com and on www.bbrd.org.

Questions, outside of the pre-bid site inspection meeting, 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: Dawn Myers, District Clerk. Questions may also be e-mailed to dawnmyers@bbird.org. Questions received less than seven (7) calendar days prior to the date for opening of the Proposals 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.

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://bbird.org/resident-relations/> (click on "BBRD Policy Manual rev October 2018"), on pages 17-20.

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, DawnMyers@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. It is the responsibility of the proposer to identify all needed work and include said information and costs within his/her proposal.

Building Element	Size	QTY.	Desired Renovation	Option
Windows:				
East side	39"X96"	2	Double pain single window no opening with steel hurricane shutters and new tracks	Hurricane rated windows
West side	40"X96"	2	Double pain single window no opening with steel hurricane shutters and new tracks	Hurricane rated windows
Doors:				
Doors on East and West side	39"X102"	4	Aluminum frame commercial Door	Hurricane rated door and/or Handicap accessible door
Double doors South side	101"X97"	1	Aluminum frame commercial Door	Hurricane rated door and/or Handicap accessible door
Tower door	44"X98"	1	Aluminum frame Double commercial Door.	
Stucco:				
Stucco for entire building	2,836 Sq. Ft.	1	Repair/Replace as needed and paint to match Building A (Desired color code to be provided at pre-bid meeting. Tower cracked all the way around needs to be inspected closer.)	
Roofing:				
Roof of entire structure	3,170 Sq. Ft.	1	Metal roof to match Building A and New Admin. Building	
Flat roof on top	121 Sq. Ft.	1	Metal roof to match Building A and New Admin. Building	

SECTION III

REQUEST FOR PROPOSALS TIMELINE

The anticipated schedule for this RFP is as follows:

Order	Task	Date (and Time if applicable)
1	Florida Today Advertisement	Jan. 14, 2019
2	Publication Date	Jan. 15, 2019
3	Advertisement	Jan. 15, 2019 through Feb. 15, 2019
4	Mandatory Pre-Submittal Site Inspection Meeting	Jan. 29, 2019 (9:00am) at Bldg. C, 625 Barefoot Blvd., Barefoot Bay, FL 32976
5	Deadline for Written Questions	Feb. 01, 2019, 4:30pm
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9	Evaluation Comm. Mtg. (Discussion & Review, interviews if needed, otherwise vote to recommend award to Board of Trustees)	Feb. 28, 2019, Bldg. D/E at 9am
10	Board of Trustees meeting for Contract Award	Mar. 8, 2019, Bldg. D/E at 1pm
11	Commencement of Work	No sooner than May 1, 2019 and no later than June 1, 2019

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, from, 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.

Board of Trustees Award of Final Contract

Staff anticipates on March 8, 2019 or at a later meeting, the Board of Trustees will consider an agenda item regarding the award of a contract. 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/resident-relations/> (click on “BBRD Policy Manual rev October 2018”).

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, a start date of no sooner than May 1, 2019 and no later than May 31, 2019 is desired. Preference will be given to proposals meeting this parameter 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 and for each day the project does not start after May 31, 2019. 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 following components of the project with unit costs, amount of and brand name of materials to be used:

1. Replacement Doors
2. Replacement Windows and shutters
3. Repair/replacement of Stucco
4. Roof replacement
5. Labor
6. Mobilization/Overhead/profit
7. Permitting

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 #2019-01
Building C Exterior Rehabilitation**

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):

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

Prior work for Barefoot Bay Recreation District:

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
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.³⁶

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)³⁷

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.³⁸

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.³⁹

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>=</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.⁴⁰

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:

Manager's Report



Barefoot Bay Recreation District

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

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

Memo To: Board of Trustees
From: John W. Coffey, Community Manager
Date: January 11, 2019
Subject: Manager's Report

Office of the District Clerk

- **IRMA FEMA Reimbursement Update** – The office of the District Clerk received two checks from FEMA for reimbursement relating to Hurricane IRMA damages totaling \$14,436.55. In addition to District Insurance staff has received reimbursements totaling \$59,231.65 to date.

Finance

- **FY19 Assessment Collection Update** – \$2,673,607.46 (gross) or 72% of the FY19 Budget has been received as of December 21st.

Resident Relations

ARCC Update:

- January 8, 2019 – 20 consent items and 11 non-consent
- January 11, 2019 – 28 cases are on the agenda

Interesting Fact

- In December 2018 , 50 new homeowners processed with 36 home sales

Food and Beverage

- **The Beatle Guys** show on January 26 is SOLD OUT! A second show is scheduled for Saturday, February 2. There are only 8 tickets left so call the Food and Beverage office at 772-664-4801 if you want to purchase the last tickets.
- **The 2nd Annual** Barefoot by the Lake Festival is Friday, February 15 and Saturday, February 16, 2019. Tickets are on sale for the Beach Boys/Eagles concert which kicks off the festival on Friday, February 15, 2019. There are some field seats left and may be purchased in the CVO office for \$10. There will also be open free seating available. A full day of music, art and food is planned all day on Saturday.

- **Tickets Will Go On Sale** Monday, January 14 for a 60s and 70s party in Building A on March 9, 2019 for \$5 and may be purchased in the Lounge and the 19th Hole. Flyers with all the details are posted.

Golf-Pro Shop

Projects Update

- Picnic Area: 6 picnic tables with umbrellas added, concrete base and screenings complete (Open for business)
- No. 5 drainage ditch completed (New sod grow in will take about 4 weeks before we can start cutting same level as course grass)
- Cart parking area (Estimated completion Mar)
- Irrigation jockey pump motor replacement scheduled replacement on 7 Jan

Tournaments (Please call pro shop 664-3174 for details)

- Sandy Lobello Memorial Veterans Golf Tournament
 - 19th Jan
 - 8:00 am or 1:00 pm Shotgun
 - Sign up on-going
 - Sky Dive show at 12:00 pm

Property Services

- Removed all BBRD Christmas decorations
- Continued to trim oak trees all over BBRD grounds
- Removed old flag pole from Pool 3
- Installed new flag pole at Pool 3
- Replaced pump and damaged lines in the pump house by lawn bowling field for the fountain
- Replaced pump on the pier
- Cleaned up Property Services yard
- Installed 2 new basketball hoops and refurbished 2 others
- Replaced light at shuffle board
- Cleaned trash out of drainage canals
- Re-attach decorative swan in the lake and ducks
- Rototilled the softball field

Attorney's Report

Incidental Remarks from Trustees

Adjournment