



**BAREFOOT BAY
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting
November 8, 2019 at 1:00 PM
Building D&E

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Presentations and Proclamations**
 - A. Veteran's Day Proclamation
 - B. Employee Milestone Awards
- 5. Approval of Minutes**
- 6. Treasurer's Report**
 - A. Treasurer's Report
- 7. Audience Participation**
- 8. Unfinished Business**
 - A. Pool Temperatures
- 9. New Business**
 - A. DOR Violations
 - i. DOR VIOLATION 19-003184 915 WREN CIRCLE
 - ii. DOR VIOLATION 18-002234 914 ORIOLE CIRCLE
 - iii. DOR VIOLATIONS 18-002080 446 MARLIN CIRCLE
 - B. Discussion of Community Center Parking Study Report
 - C. FY19 Budget Amendment: CVO Donation - Pavilion
 - D. FY19 Budget Amendment: Elimination of Budgeted General Fund Transfer to the Debt Service Fund and Budgeted Transfer from the 2018 Bond Projects Fund.
 - E. FY19 Budget Amendment: Year End Adjustments
 - F. FY19 Budget Amendment: Year End R&M/Capital Projects Department Budget Adjustments

- G. FY 20 Budget Amendment: Carry Forward R&M/Capital Projects Department Project Budget Adjustments
 - H. FY20 Budget Amendment: Reallocating budgeted insurance savings
 - I. Discussion of Early Golf Fleet Cart Lease Renewal
 - J. Golf Course Lake Bank Restoration Change Order #1
 - K. Neighborhood Revitalization Program (NRP) Purchase Confirmation: 969 Laurel Circle
 - L. Utility Cart
 - M. Continuing Services Agreement with Family Pools, Inc.
 - N. FY19 Audit Planning Communications Letter
- 10. Manager's Report**
- A. November 08, 2019
- 11. Attorney's Report**
- 12. Incidental Trustee Remarks**
- 13. Adjournment**

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

Barefoot Bay Recreation District Regular Meeting



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting

October 22, 2019

7PM –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on October 22, 2019 Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 7PM.

Pledge of Allegiance to the Flag

Led by Ms. Sally-Ann Biondolillo.

Presentations and Proclamations

Presentation of Sea of Pink Proceeds to the American Cancer Society

Ms. Mendes presented the American Cancer Society with a check in the amount of \$17,741.50 that was raised at the 1st Barefoot Bay Sea of Pink Breast Cancer Walk that was held on October 19, 2019.

Roll Call

Present: Mr. Klosky, Mr. Wheaton, Ms. Henderson and Mr. Diana. Also, present, Rich Armington, Acting Community Manager, and Sally-Ann Biondolillo Guest Recording Secretary and General Counsel, Cliff Repperger. Mr. Loveland and John W. Coffey, ICMA-CM, Community Manager were excused.

Minutes

Ms. Henderson made a motion to approve the minutes dated October 4, 2019. Second by Mr. Wheaton. Motion carried unanimously.

Ms. Henderson made a motion to approve the minutes dated October 11, 2019 with the changes: omit the word “instead” and replaced with and “also consider building new” in Mr. Schwatlow’s participation. Second by Mr. Diana. Motion passed unanimously.

Treasurer’s Report

Ms. Henderson made a motion to approve the Treasurer’s Report for October 22, 2019 as presented by Mr. Diana. Second by Mr. Diana. Motion passed unanimously.

Audience Participation

Mr. Rich Schwatlow – 636 Marlin Circle – stated some concerns of the residents of the Bay that things can be done more simply. For several months, residents have asked questions about pools warranty, maintenance and temperature and have asked to be placed on future agendas. After attending several of the Candidate forums has learned that the board does not oversee the pools and temperatures unless the amenity is being mismanaged. And that Mr. Coffey and his staff are in control of the pools, temperature and maintenance. That a lot of time could have been saved if the Board stated that these concerns should be addressed by making an appointment to see Mr. Coffey.



BAREFOOT BAY RECREATION DISTRICT

Jack Redding – 806 Tamarind Circle – spoke about Ms. Henderson’s suggestion of a workshop for the lounge improvements. Inquired whether this would happen between now and the New Year or carried over to the new Trustees? He also suggested that it would be a great benefit to the resident to have cost analyst and general concepts on one piece of paper, so it is easier to read and understand.

Ms. Jeanne Osbourne – 100 Cherokee Court – stated that she is proud of residents of the Barefoot Bay. As a retiree of the American Cancer Society, she is aware of the work and effort and time that went into raising the money.

Unfinished Business

ARCC Re-appointment

Tabled from last meeting, Staff recommended to re-appoint Mr. Brinker’s term is expired on October 12, 2019. Staff recommended that he gets re-appointed to a 3-year term as stated in the 2017 amendments to the DOR. Ms. Henderson made the motion to re-appoint. Second by Mr. Wheaton. Mr. Diana abstained due to the application that was submitted should be considered. There was a voice count of 3-1 with Chairman Klosky, Ms. Henderson and Mr. Wheaton as yes and Mr. Diana abstained. Motion passed.

Violation Committee Appointment

Tabled from last meeting, Staff recommended to appoint Ms. Weglein to a voting member position of the Violations Committee for a 3-year term and instruct staff to continue to advertise for the newly vacated alternate position. Mr. Wheaton made a motion to appoint Ms. Weglein as a voting member. Second by Ms. Henderson. Motion passed unanimously. Mr. Armington made the comment that Ms. Watson applied for the ARCC Committee and he will contact her to see if she would consider the position as an alternate for the VC Committee to get the experience and appreciates her interest in helping the Bay.

New Business

DOR Violations

Case #19-004380 – 439 Royal Tern Drive

Staff recommended that if the permit application is not approved at the ARCC meeting on October 29, 2019, then 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. Ms. Heck came to the podium and stated her case that it was a mix up with Palm Harbor for not getting the application to us on time. Mr. Wheaton made the motion if the permit is not approved to refer it to General Counsel Repperger. Second by Ms. Henderson. Mr. Diana was against due to an oversight. Motion passes 3 to 1.

Amendment to Rules for Board of Trustees (Term Limits)

Mr. Diana made the motion to approve Amended *Rules for Board of Trustees* to include term limits. Second by Ms. Henderson. Motion passes unanimously.



BAREFOOT BAY RECREATION DISTRICT

Shopping Center Electrical Design

Mr. Wheaton made the motion to approve the TLC proposal in the amount of \$18,360.00 for Shopping Center electrical assessment and development of construction drawings. Second by Mr. Diana. Motion passes unanimously.

Policy Manual Changes

Mr. Diana made the motion to approve Resolution 2019-10 thereby adopting a revised Policy Manual. Second by Ms. Henderson. Motion passes unanimously.

Manager's Report

Resident Relations

ARCC Meeting 10/01/2019

- 1 Old Business – Approved Permit Extension
- 10 Consent Items – Approved
- 7 Other Items - Approved

ARCC Meeting 10/15/2019

- 20 Consent Items - Approved
- 12 Other Items – 11 Approved & 1 Tabled

VC Meeting 10/11/2019

Meeting was cancelled

VC Meeting 10/25/2019

- 14 Cases to be presented

NRP

BBRD purchased 969 Laurel Circle today under the NRP Program. Full details and disclosure will be presented at the BOT meeting 11/08/2019.

Food & Beverage

- The annual Halloween costume party will be held this Saturday, October 26 Lakeside of the Lounge from 7-10:30 with music by TC & Sass. Prizes will be given for best costumes.
- The 50th Anniversary of Woodstock party will be held in Building A on Saturday, November 30. Tickets go sale October 21 in the new Administration Building, the Lounge & the 19th Hole.



BAREFOOT BAY RECREATION DISTRICT

- Big Time Tributes presents its Classic Rewind concert at this year's Friday night, February 14 kickoff event at the Barefoot Bay by the Lake festival. Barefoot Bay residents may purchase tickets for lakeside reserved seating at 9:30 a.m. on Friday, November 1 at the Lounge. \$5 field seats may also be purchased starting November 1 at the Lounge, the 19th Hole and the CVO office. There will be limited open free seating, so get your tickets early.
- Flyers with all the details are posted.

Golf-Pro Shop

- Golf Membership renewals started Oct 1 (Contact pro shop with questions) (772) 664-3141
- Driving range hitting cages open
- Course Annual Over-seeding Closure
 - Nov 4th Front Nine and Driving Ranged Closed
 - Nov 5th Back Nine and Putting Green Closed
- #1 Tee rock garden: Complete
- Tournaments at BBRD Golf Course: Contact Pro Shop 664-3174 for details or sign up
 - Nov 5th 9 & 18-Holers Ladies
 - 8:30 Shotgun
 - \$10 + applicable course fees
 - Nov 16th Member/Member
 - 8:30 Shotgun
 - 18-Holers \$35.00
 - 9-Holers \$28.00
- November 11th: To celebrate our Veterans, Any Vet playing golf this day
 - Free Hot Dog, Chips and Soda

Property Services

- Due to unforeseen rain we are continuing work on the mini golf drainage project and soon to be pouring concrete
- Replaced wiring in light at pool 1 that had shorted out
- Set up and tore down for the 1st annual Breast Cancer Walk
- Reworked the walking trail and the Guinther bypass trail



BAREFOOT BAY RECREATION DISTRICT

- Set up, filmed and tore down for the candidate debate

Attorney's Report

Mr. Repperger spoke about the Stewart Medical lease. The terms of the agreement have been discussed and they are considering alternatives to the lease agreement. It looks as though the lease agreement the Board has seen in the past will not be coming back again. Mr. Klosky informed that Mr. Coffey has received an email from Mr. Taylor regarding a meeting with him on October 29, 2019 to hopefully bring this to a conclusion.

Mr. Klosky inquired about the pool contract. Mr. Repperger answered the contract is in progress and would like to speak to Mr. Coffey when he returns before proceeding. It should be ready to be placed on the next agenda.

Incidental Trustee Remarks

Mr. Diana said traditionally the Board would cancel the last meeting in November and December. Chairman Klosky asked Mr. Diana to make a motion. Mr. Diana made the motion to cancel the last meeting in November and December. Second by Mr. Wheaton. Motion passes unanimously. Mr. Diana stated there was a contest between employees to raise the most money and was very impressed. He would like Staff to send out a note of appreciation to any employees that helped and/or participated in the Sea of Pink. He was very impressed with the amount of money the Bay raised for the Sea of Pink.

Ms. Henderson inquired about the Workshop for the Lounge expansion and parking lot that was to be scheduled. Mr. Klosky answered that he thought it would better to hold off until January when the new Board was involved. Mr. Diana didn't think there was enough time in the year either due to the busy time of the year. Mr. Wheaton and Ms. Henderson would like it scheduled as soon as possible. They all decide to have the Workshop scheduled for Thursday, November 7, 2019, at 2:30pm to 4:30pm and Building D & E.

Adjournment

The next meeting will be on November 11, 2019 at 1pm in Building D/E.

Mr. Wheaton made a motion to adjourn. Second by Mr. Diana.

Meeting adjourned at 8:21PM.

Barefoot Bay Recreation District

Treasurer's Report

November 8, 2019

Cash Balances in General Fund as of 10/31/19

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

Operating Cash in Banks

MB&T Operating Account 1,293,133.87
Total Operating Accounts: 1,293,133.87

Interest Bearing Accounts

SBA Reserve Account 690,582.40
Total Interest Bearing Accounts 690,582.40

Total Cash Balances in General Fund: **\$ 1,986,216.27**

Total Daily Deposits and Assessments Received for 10/15 - 10/31/2019

Daily deposits: \$ 131,095.82
 Assessments received: -
Total Deposits Received **\$ 131,095.82**

Expenditures over \$5,000 for for 10/15 - 10/31/2019

Check Number	Vendor	Description	Check Amount
53920	US FoodService, Inc.	Food and Supplies	13,532.71
53960	Special District Services, Inc	Management Fees: October 2019	13,429.83
53963	TLC Engineering Inc	Parking Study, Shopping Center Re-Roofing	13,058.35
53905	Parkit Construction, Inc.	Final Draw Bldg C Exterior Rehabilitation	11,923.20
53956	Rossway Swan et al	Legal Fees: September 2019	9,860.13
53924	Brevard County Tax Collector	Taxes for 969 Laurel Cir - NRP	8,899.10
53975	Florida Power & Light Co	Electricity: September 2019	7,307.71
53867	ADS Security, L.P.	Damage Repair at Beach Prop, Monitoring	6,077.10
53899	Home Depot Credit Services	Hardware, Supplies and Parts	5,082.35
53896	Health First Health Plans Inc	Employee Health Insurance: Nov 2019	22,220.75
	US Treasury	Payroll Tax: PPE 10/27/19	17,490.65
	Paychex	Net Payroll: PPE 10/27/19	56,621.24
	US Treasury	Payroll Tax: PPE 10/13/19	17,192.46
	Paychex	Net Payroll: PPE 10/13/19	55,617.24
Total Expenditures over \$5,000			<u>\$ 258,312.82</u>

Board of Trustees

Date: Friday, November 8, 2019
Title: **Pool Temperatures**
Section & Item: 8.A.
Department: Property Services, Pools
Fiscal Impact: Unknown
Contact: Luann Henderson, Trustee, 2nd Chair
Attachments: email from Trustee Henderson
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Review Trustee Henderson's proposal and direction to staff.

Background and Summary Information

The temperatures of the three BBRD pools (each approximately 30,000 gallons) has been a long simmering issue with a history of undersized pool heaters, pool closures for heater repairs/replacements and resident discontent with temperatures in the winter months.

Historically the pools used 400,000 btu heaters and the water temperature was set at 86 degrees Fahrenheit. Within the last two years, the heaters were replaced with 1,000,000 btu units and the BOT instructed staff to use the recommended range (as determined by the manufacturer based on size of pool, location, water circulation, etc.) of 80-82 degree Fahrenheit.

Of note, the current heaters do not have a typical thermostat with numbered dials or digit displays like home heating/AC units use.

Trustee Henderson asked that this subject be placed on the agenda to discuss an idea she forwarded to Community Manager Coffey on Friday, November 1, 2019.

Staff requests direction regarding this matter.

John Coffey

From: Luann Henderson
Sent: Friday, November 01, 2019 1:08 PM
To: John Coffey

Our e-mails are crossing & I'm lost. Has Mel reached the others & they are not interested in a workshop or what.....

Also, I had a meeting this am at the lounge. During it, the pool temps were discussed again. This what was suggested. At 5AM the heater were turned up to 86* until noon when the temp was lowered to 83*. That's when the sun & peoples' body heat would keep it high enough for no complaints. When the pool closes, the temp of the heater would be 83* for the nite. This all could be done by computer or elec monitor or something. Does this sound reasonable? If so, please put it on the agenda for Friday's meeting. I'd really like to put this thing to bed once & for all. Let me know.....

Luann

Board of Trustees

Meeting Agenda Memo

Date: Friday, November 8, 2019
 Title: **DOR VIOLATION 19-003184 915 WREN CIRCLE**
 Section & Item: 9.A.i.
 Department: Resident Relations, DOR
 Fiscal Impact: N/A
 Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager
 Attachments: 19-003184.01, 19-003184.02, 19-003184.03, 19-003184.04
 Reviewed by
 General Counsel: No
 Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Review Violation and referral to General Counsel Repperger.

Background and Summary Information

Violation to Article III, Section 2 (C) (D) Condition of Property. First Violation occurred on 7/19/19. Property found in violation by the Violations Committee on 8/9/19. DOR has preformed 7 follow ups and 9 pictures have been taken since the first Violation. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail and Certified Mail. Property has been posted.

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



Photo: 915 Wren. Unapproved items - Debris

Date Taken:10/31/2019

Address:915 WREN CIRCLE

Taken by:Mary Barry

Case Number:19-003184



Photo: 915 Wren. Unapproved items - Debris

Date Taken:10/31/2019

Address:915 WREN CIRCLE

Taken by:Mary Barry

Case Number:19-003184



Photo: 915 Wren.Unapproved items - Debris

Date Taken:10/31/2019

Address:915 WREN CIRCLE

Taken by:Mary Barry

Case Number:19-003184



Document: 915 wren (repeat)

Date Taken:07/19/2019
Address:915 WREN CIRCLE

Taken by:Stephane Fecteau
Case Number:19-003184

Board of Trustees

Meeting Agenda Memo

Date: Friday, November 8, 2019
 Title: **DOR VIOLATION 18-002234 914 ORIOLE CIRCLE**
 Section & Item: 9.A.ii.
 Department: Resident Relations, DOR
 Fiscal Impact: N/A
 Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager
 Attachments: 18-002234.01, 18-002234.02, 18-002234.03, 18-002234.04
 Reviewed by
 General Counsel: No
 Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Review Violation and referral to General Counsel Repperger.

Background and Summary Information

Violation to Article III, Section 2 (C) (D) Condition of Property. First Violation occurred on 5/18/2018. Property found in violation by the Violations Committee on 7/13/18. DOR has preformed 14 follow ups and 12 pictures have been taken since the first Violation. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail and Certified Mail. Property has been posted.

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



Photo: 914 Oriole. Unapproved items

Date Taken:10/30/2019

Address:914 ORIOLE CIRCLE

Taken by:Mary Barry

Case Number:18-002234



Document: 914 oriole wood behind home

Date Taken:09/26/2019

Address:914 ORIOLE CIRCLE

Taken by:Stephane Fecteau

Case Number:18-002234



Document: 914 Oriole canoe and swing (for the dog???)

Date Taken:09/26/2019

Address:914 ORIOLE CIRCLE

Taken by:Stephane Fecteau

Case Number:18-002234



Document: 914 Oriole

Date Taken:07/23/2018

Address:914 ORIOLE CIRCLE

Taken by:Stephane Fecteau

Case Number:18-002234

Board of Trustees

Meeting Agenda Memo

Date: Friday, November 8, 2019
 Title: **DOR VIOLATIONS 18-002080 446 MARLIN CIRCLE**
 Section & Item: 9.A.iii.
 Department: Resident Relations, DOR
 Fiscal Impact: N/A
 Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager
 Attachments: 18-002080.01, 18-002080.02, 18-002080.03, 18-002080.04
 Reviewed by
 General Counsel: No
 Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Review Violation and referral to General Counsel Repperger.

Background and Summary Information

Violation to Article III Section 10 and Sect. 2 (D) Condition of Skirting. First Violation occurred on 4/30/2018. Property found in violation by the Violations Committee on 8/10/18. DOR has preformed 16 follow ups and 16 pictures have been taken since the first Violation. Staff has signed Affidavit of Notices and attached four pictures. Respondent has been notified by First Class Mail and Certified Mail. Property has been posted.

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



Photo: 446 Marlin. Post-V.C. re-inspection. Skirting damage.

Date Taken:09/25/2019

Address:446 MARLIN CIRCLE

Taken by:Peter Essig

Case Number:18-002080



Photo: 446 Marlin. Post VC re-inspection. Skirting damage.

Date Taken:05/28/2019

Address:446 MARLIN CIRCLE

Taken by:Peter Essig

Case Number:18-002080



Photo: 446 Marlin. Post-V.C. re-inspection. Skirting damage.

Date Taken:12/04/2018

Address:446 MARLIN CIRCLE

Taken by:Peter Essig

Case Number:18-002080



Photo: 446 Marlin (right side). Skirting damage.

Date Taken:07/07/2018

Address:446 MARLIN CIRCLE

Taken by:Peter Essig

Case Number:18-002080

Board of Trustees Meeting Agenda Memo

Date: Friday, November 8, 2019
Title: Discussion of Community Center Parking Study Report
Section & Item: 9.B.
Department: Administration, District Clerk
Fiscal Impact: N/A
Contact: Dave Wheaton, Trustee, 1st Chair, John W. Coffey ICMA-CM, Community Manager
Attachments: 11311.07_Parking Study Memo - FINAL.
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Discussion and direction to staff regarding the recently completed Community Center Parking Study.

Background and Summary Information

On May 10, 2019 the BOT authorized a study of the Community Center Parking Lot to determine capacity regarding the proposed Lounge expansion (planned for FYs 20-22). The text of the agenda memo from that meeting is provided below in italic.

The BOT has discussed an expansion of the Lounge for the past few years. Earlier this year a conceptual design exercise was completed based on a 4,000 square foot expansion of the Lounge. As part of the exercise, TLC provided a basic schematic parking study indicating possible ranges of needs for the buildings in the area. However, as stated below (excerpt from said study) a detailed analysis is required to properly calculate parking requirements when recreational areas are included.

“Parking calculation by the Brevard Statutes does not include parking requirements for adjacent outdoor recreation/park areas. In accordance with §62-3206 Part 24 the number of parking spaces required for parks and recreation areas must be determined through a parking study considering the functionality of the space (passive/active) and the parks development plan.”

Funding for the design and construction drawings are currently budgeted in the FY20 Proposed Budget. At the April 16, 2019 Budget Workshop the BOT reached a consensus to have staff request a proposal to definitively determine the current parking requirements which will then aid the BOT in determining the scope of the expansion prior to determining how to select the design team next fiscal year.

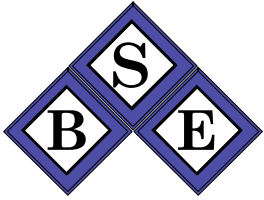
Staff recommends the BOT approve the Community Center parking study proposal from TLC in the amount of \$7,500.00 and authorize staff to prepare a budget amendment for a future agenda recognizing the use of fund balance as the funding source.

The attached report was received on October 2, 2019 and forwarded to the BOT with the following Community Manager’s summary of findings.

Where the rubber meets the road is without counting golf cart parking, we are 246 spaces short of current needs. Factoring in realistic informal golf cart parking we are 46 spaces short. However, there is a strong possibility of further reducing our required number of parking spaces by commissioning a more in-depth parking study as outlined on page 2 of the attachment.”

Trustee Wheaton requested this item be placed on the agenda.

Staff requests direction regarding this matter.



B.S.E. CONSULTANTS, INC.
Consulting ~ Engineering ~ Land Surveying

Scott M. Glaubitz, P.E., P.L.S.
President

Hassan Kamal, P.E.
Vice President

Via email: jcoffey@bbrd.org
BSE #11311.07
Barefoot Bay Recreational Center

PARKING ANALYSIS

To: John Coffey
625 Barefoot Blvd.
Barefoot Bay, FL 32976
Email: jcoffey@bbrd.org

From: Scott Glaubitz, P.E., P.L.S.

Date: September 25, 2019
Revised October 2, 2019

Subject: Barefoot Bay Parking Study

Executive Summary: *

The following report addresses the adequacy of existing parking spaces for current uses with the Barefoot Bay community Recreational Area. This Executive Summary is provided as an overview of the report.

- Parking facilities are rarely designed to serve 100% capacity as 100% capacity occurs infrequently. (Think of shopping center parking lots where their lots are full only a few days per year).
- Parking lots are typically designed for 85% capacity and this report utilizes this factor.
- 100% design capacity was determined to be 848 users
- 85% of 848 = 721 users
- Assuming all vehicles (no golf cars) with 75% of vehicles having two occupants and 25% having one occupant; vehicle spaces result in
 $(721 \times 75\%) + (721 \times 25\% \div 1) = 450$ spaces required
- There are 204 paved parking spaces available.

Factoring in informal golf cart parking at 50% reduces required vehicle paved parking spaces to $450 \times 0.50 = 250$ spaces. Again, there are 204 paved spaces available.

Barefoot Bay Administrative staff reports that the recreational facility is over parked 4-5 days per year during special events. It has been assumed that count use is contained during special events, such as the Annual Festival that may accommodate up to 800 seats.

*Footnotes:

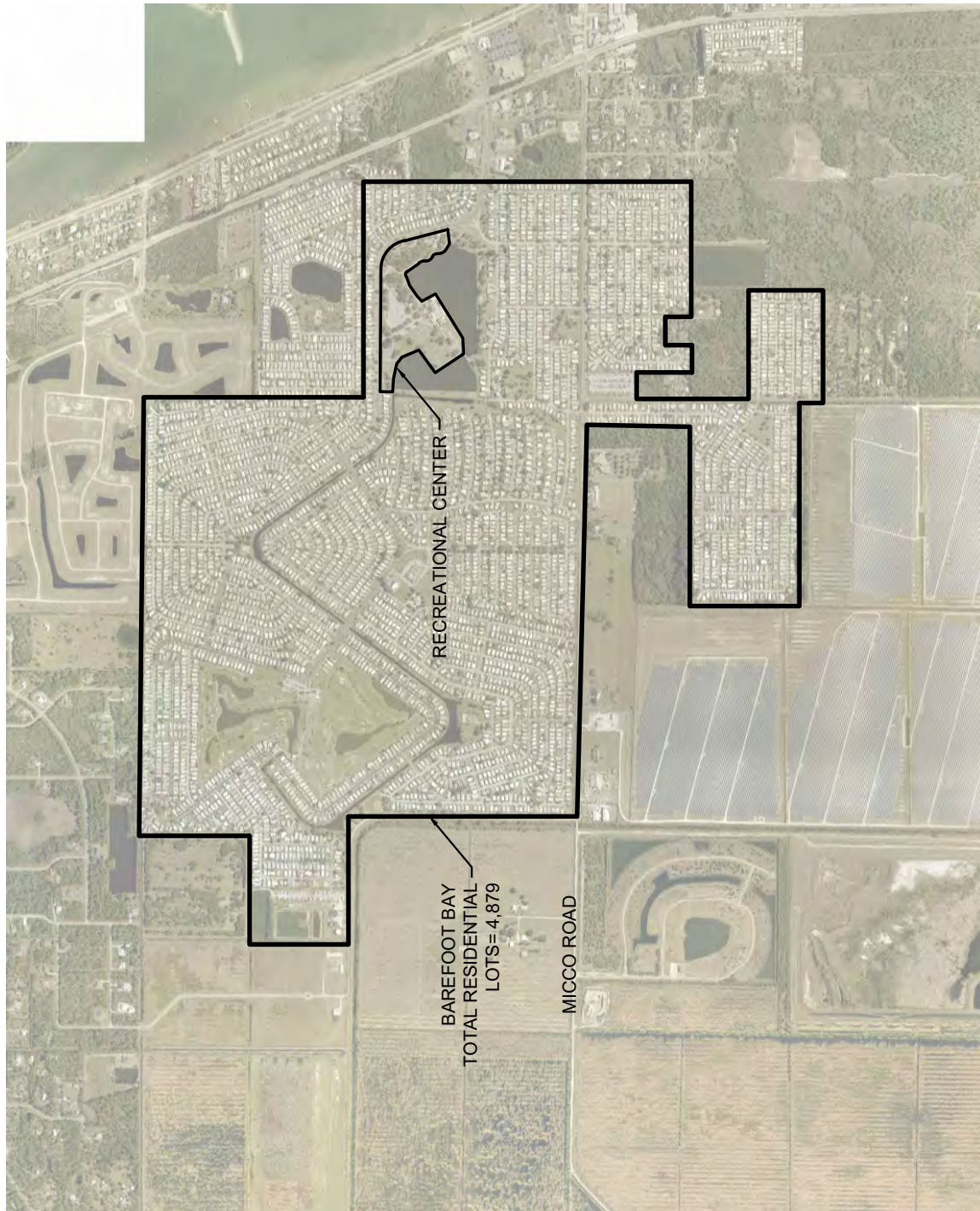
- 1) Brevard County Code allows a waiver process of up to a 30% reduction in parking standards where preservation of native trees is applied.
 - When the county manager or designee determines that a minor administrative adjustment to the applicable parking standards in nonresidential zoning classifications would allow for the preservation of native Florida-Friendly landscaping on the site, upon a written request by the applicant, together with a vegetation survey, submitted with the required landscaping plan, the county manager or designee may administratively waive up to 30 percent of the applicable parking standards for the property.
- 2) Brevard County Code also allows alternative construction standards and parking reduction requirements for parking supported by a specific traffic study.
 - Agreement
 - Not on a minor arterial or higher use road
 - Alternate modes of transportation; bicycles, pedestrians, golf carts, etc.
 - The applicant may conduct a parking accumulation study to determine a parking standard for the subject use.
 - a) A parking accumulation study shall be prepared by a registered engineer and submitted with a site plan waiver application. The study shall be signed and sealed by a Florida-licensed, professional engineer.
 - b) A pre-study meeting is required between the petitioner's engineer and the county public works director or his designee.
 - c) All parking studies at a minimum shall:
 1. Cover at least a three-day period;
 2. Cover at least three site(s) having a similar mix of uses and design characteristics as the proposed use;
 3. Record occupied parking spaces within the study area at 15-minute increments;
 4. Record the information on a sketch;
 5. Summarize the information for each day of the study and compile the information for analysis;
 6. Factor in peak demand;
 7. Include an analysis section that states the parking demand number for each use on each side, along with the average parking demand number for each use studied (all sites). Said numbers shall include the 15% safety factor. (With the exception of multifamily developments, all other commercial buildings 25,000 s.f. and over shall be allowed to reduce the total parking requirement by 15%.)
 8. Include a conditions section which, based upon the data and analysis proposes a standard parking rate for a particular use category.
 9. Demonstrate, if applicable, that alternative modes of transportation including, but not limited to, transit, bicycle and pedestrian facilities allows for the reduction in parking requirements.
- 3) Brevard County has relaxed their parking requirements from initial Barefoot Bay development to today (built in parking credit) per Planning and Zoning staff.

Note:

Exploring these items further or generating the study required under #2 above is outside of the scope of this report.

Introduction

BSE has been retained through TLC Engineering Solutions, Inc., and Barefoot Bay Community Development District to prepare a **Parking Analysis** for the community recreational center. The Barefoot Bay Community consists of 4,879 lots, some of which are located on the south side of Micco Road, somewhat remote from the recreational center. The community hosts a population of between 9,000 and 10,000 and approximately 50% of the residents are part time. *(Refer to Figure 1 – Barefoot Bay Parking Study)*

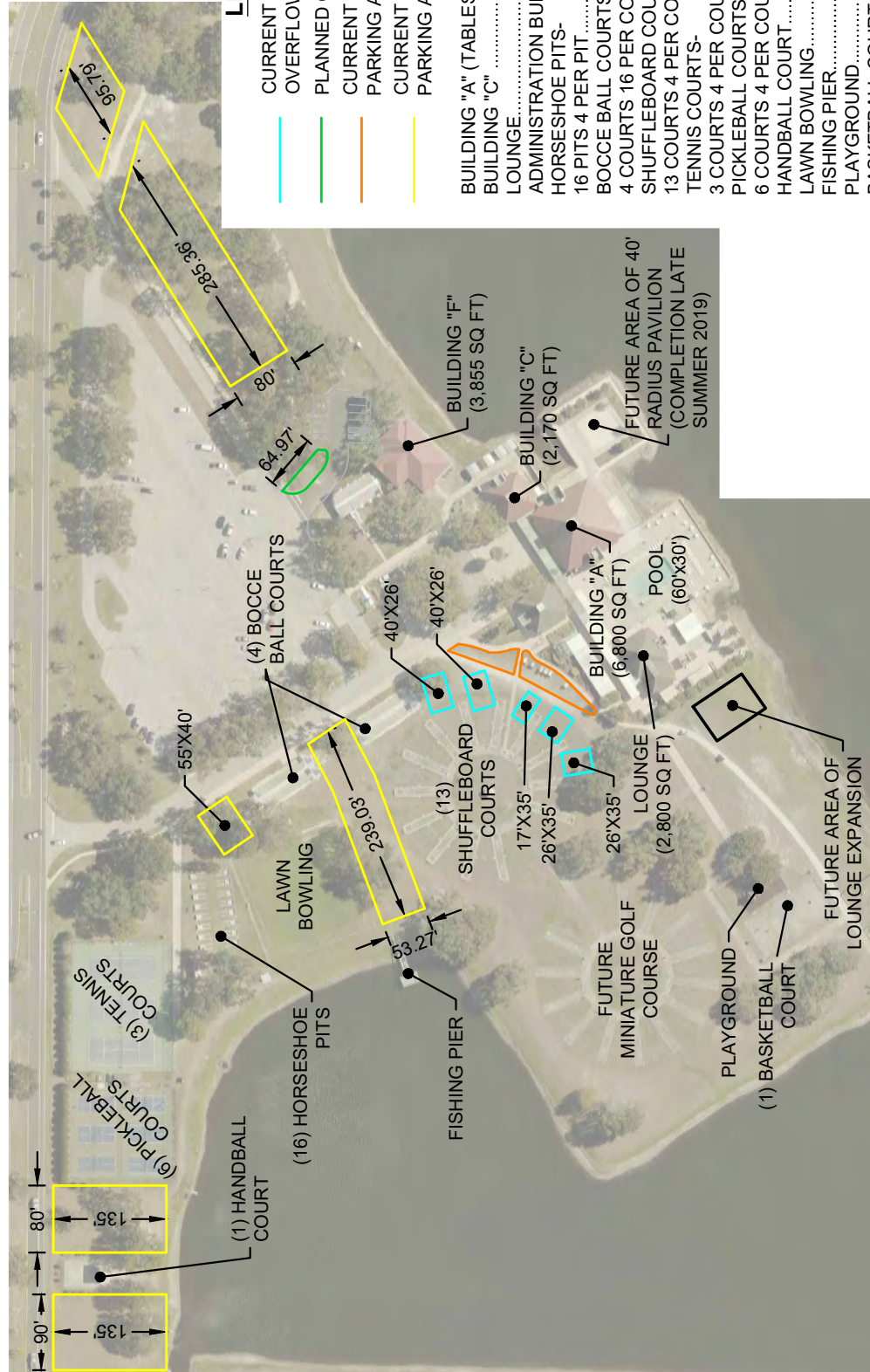


BAREFOOT BAY PARKING STUDY



B.S.E. CONSULTANTS, INC.
 CONSULTING - ENGINEERING - LAND SURVEYING
 312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
 PHONE: (321) 725-3674 FAX: (321) 723-1159
 CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 07/09/19
 DESIGN/DRAWN: SMG/AH
 DRAWING# 1131107_200_001
 PROJECT# 11311.07
 FIGURE 1



LEGEND

- CURRENT INFORMAL GOLF CART OVERFLOW PARKING
- PLANNED GOLF CART PARKING AREA
- CURRENT DESIGNATED GOLF CART PARKING AREA
- CURRENT DESIGNATED GOLF CART PARKING AREA (SELDOM USED)

- BUILDING "A" (TABLES 200).....CHAIRS=300 CAPACITY
- BUILDING "C".....=42 CAPACITY
- LOUNGE.....=118 CAPACITY
- ADMINISTRATION BUILDING.....= 35 CAPACITY
- HORSESHOE PITS.....=64 CAPACITY
- 16 PITS 4 PER PIT.....=64 CAPACITY
- BOCCÉ BALL COURTS.....=64 CAPACITY
- 4 COURTS 16 PER COURT.....=64 CAPACITY
- SHUFFLEBOARD COURTS.....=52 CAPACITY
- 13 COURTS 4 PER COURT.....=52 CAPACITY
- TENNIS COURTS.....=12 CAPACITY
- 3 COURTS 4 PER COURT.....=12 CAPACITY
- PICKLEBALL COURTS.....=24 CAPACITY
- 6 COURTS 4 PER COURT.....=24 CAPACITY
- HANDBALL COURT.....=4 CAPACITY
- LAWN BOWLING.....=20 CAPACITY
- FISHING PIER.....PARKING NOT REQUIRED
- PLAYGROUND.....=5 CAPACITY
- BASKETBALL COURT.....=12 CAPACITY
- EXERCISE TRAIL.....PARKING NOT REQUIRED
- *SWIMMING POOL.....=101 CAPACITY
- *18 WITHIN THE POOL, 83 DECK SIDE

PARKING COUNT

REGULAR PARKING COUNT= 164 PARKING STALLS
 ADA HANDICAP PARKING COUNT=40 PARKING STALLS
 TOTAL PARKING STALLS= 204
 TOTAL GOLF CART PARKING AVAILABLE (NON-STRIPED)= 601 GOLF CARTS
 (ASSUMING 10'X12' NON-STRIPED SPACING, TREE AREA, ETC)
 HOWEVER-ONLY 225 INFORMAL GOLF CART SPACES UTILIZED

BAREFOOT BAY PARKING STUDY

AVERAGE GAME LENGTHS		BAREFOOT BAY CAPACITY
AMENITY	AVERAGE GAME LENGTH*	CAPACITY PER GAME
HORSESHOE (1)	30 MINUTES	4 PEOPLE
BOCCÉ BALL	20 MINUTES	16 PEOPLE
SHUFFLEBOARD	20 MINUTES	4 PEOPLE
TENNIS	ONE HOUR THIRTY MINUTES	4 PEOPLE
PICKLEBALL	50 MINUTES	4 PEOPLE
HANDBALL	60 MINUTES	4 PEOPLE
LAWN BOWLING	2 HOURS	20 PEOPLE
BASKETBALL	2 HOURS THIRTY MINUTES	12 PEOPLE
		12 PEOPLE

* GAME LENGTH AND RESERVED COURT TIME ARE NOT THE SAME
 (1) 7:00AM - 8:30AM TYPICALLY



B.S.E. CONSULTANTS, INC.
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 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 07/09/19
 DESIGN/DRAWN: SMG/AH
 DRAWING# 1131107_200_002
 PROJECT# 11311.07
 FIGURE 2

BAREFOOT BAY WEEKLY RECURRING EVENTS

Weekly Recurring Events

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Pool 1 9-10am All Year LAP SWIMMING D&E 10:30-12PM All Year AQUATIC AEROBICS Pool 3 9-10am All Year HYDRO EXERCISE All Year River of Life - Children C 12:30-4pm (Oct-May) CUBBAGE A 9:00 - 12PM All Year Grand Gathering Church	Pool 1 9-10am All Year LAP SWIMMING Pool 1 10-11am All Year AQUATIC AEROBICS Pool 3 9-10am All Year HYDRO EXERCISE All Year River of Life - Children A 7:45-9:30am (Sept-May) EXERCISERS A 1-3pm (Jan-March) Litte Theater Rehearsal C 9-11am All Year CARD MAKING CLASS C 1-4pm All Year CANASTA C 6-8:30pm (Oct-May) BRIDGE CLUB D 9-10:30am Sept-Apr. GENTLE YOGA E 10-11am (Oct-May) CHAIR EXERCISE E 1-4pm All Year All Year ART GROUP L 7pm MIXED DART LEAGUE Pool 12pm-3pm Room MEN'S BILLIARDS Pool 1:30-3:00pm CANADA SHEFFERD C 9:30-12noon Brit/Canada Lawn Bowling Tennis 8am-12pm COURTS TENNIS CLUB 7-9pm COURTS PICKLEBALL CLUB	Pool 1 9-10am All Year LAP SWIMMING Pool 1 10-11am All Year AQUATIC AEROBICS Pool 3 9-10am All Year HYDRO EXERCISE All Year River of Life - Children A 7:45-9:30am (Sept-May) EXERCISERS A 9:30-10am (Nov-Apr) A 10-11:15am Line Dancing (Nov-Apr) C 9:30am-12N (Jan-Apr) Ladies Bible Study C 4:30-10:00 pm All Year MEN'S POKER L 1PM LADIES L DART LEAGUE L 7pm MIXED DART LEAGUE Tues&Thur 7am-10am RINGER'S CLUB Room 8am-12noon COURTS THUGS, BOCCI Pool 12-3pm Men's BILLIARDS 9:30-12noon (Oct-Apr) Brit/Canada Lawn Bowling Tennis 8am-12pm COURTS TENNIS CLUB COURTS PICKLEBALL CLUB COURTS LADDER LEAGUE	Pool 1 9-10am All Year LAP SWIMMING Pool 1 10-11am All Year AQUATIC AEROBICS Pool 3 9-10am All Year HYDRO EXERCISE All Year River of Life - Children A 7:45-9:30am (Sept-May) EXERCISERS A 9:30-10am (Nov-Apr) A 10-11:15am Line Dancing (Nov-Apr) C 9:30am-12N (Jan-Apr) L Ladies Bible Study C 4:30-10:00 pm All Year MEN'S POKER L 1PM LADIES L DART LEAGUE L 7pm MIXED DART LEAGUE Tues&Thur 7am-10am RINGER'S CLUB Room 8am-12noon COURTS THUGS, BOCCI Pool 12-3pm Men's BILLIARDS 9:30-12noon (Oct-Apr) Brit/Canada Lawn Bowling Tennis 8am-12pm COURTS TENNIS CLUB COURTS PICKLEBALL CLUB COURTS LADDER LEAGUE	Pool 1 9-10am All Year LAP SWIMMING Pool 1 10-11am All Year AQUATIC AEROBICS Pool 3 9-10am All Year HYDRO EXERCISE All Year River of Life - Children A 7:45-9:30am (Sept-May) EXERCISERS A 9:30-10am (Nov-Apr) A 10-11:15am Line Dancing (Nov-Apr) C 9:30am-12N (Jan-Apr) L Ladies Bible Study C 4:30-10:00 pm All Year MEN'S POKER L 1PM LADIES L DART LEAGUE L 7pm MIXED DART LEAGUE Tues&Thur 7am-10am RINGER'S CLUB Room 8am-12noon COURTS THUGS, BOCCI Pool 12-3pm Men's BILLIARDS 9:30-12noon (Oct-Apr) Brit/Canada Lawn Bowling Tennis 8am-12pm COURTS TENNIS CLUB COURTS PICKLEBALL CLUB COURTS LADDER LEAGUE	Pool 1 9-10am All Year LAP SWIMMING C 8-9pm All Year AQUATIC AEROBICS Pool 3 9-10am All Year HYDRO EXERCISE All Year River of Life - Children A 7:45-9:30am (Sept-May) EXERCISERS A 10-11am (Oct-May) CHAIR EXERCISE A 10-11am (Oct-May) EXERCISERS STAGE 12:30-2:30pm All Year BFB Dinners A 1-3pm (Jan-March) Litte Theater Rehearsal C 12-4pm All Year LADIES POKER C 7:30-10pm All Year PING-PONG CLUB D 1-4pm 18,36 & 4th E 7:16-9am (All Year) All Year TOPS 4HS Pool 12-3pm Room MEN'S BILLIARDS BOCCI 9:00am-12pm COURTS ITALIAN CLUB BOCCI Tennis 8am-12pm COURTS TENNIS CLUB COURTS PICKLEBALL CLUB	Pool 1 9-10am All Year LAP SWIMMING C 8-9pm All Year AQUATIC AEROBICS Pool 3 9-10am All Year HYDRO EXERCISE All Year River of Life - Children A 7:45-9:30am (Sept-May) EXERCISERS A 10-11am (Oct-May) CHAIR EXERCISE A 10-11am (Oct-May) EXERCISERS STAGE 12:30-2:30pm All Year BFB Dinners A 1-3pm (Jan-March) Litte Theater Rehearsal C 12-4pm All Year LADIES POKER C 7:30-10pm All Year PING-PONG CLUB D 1-4pm 18,36 & 4th E 7:16-9am (All Year) All Year TOPS 4HS Pool 12-3pm Room MEN'S BILLIARDS BOCCI 9:00am-12pm COURTS ITALIAN CLUB BOCCI Tennis 8am-12pm COURTS TENNIS CLUB COURTS PICKLEBALL CLUB

If you need transportation to the VA Clinic, call 772-663-5888 to reserve your seat.



WWW.BBRD.ORG
Print date: 4/22/19
Earl date: 4/22/19

POOL 2 1080 PARKWAY DR.	SOFTBALL FIELD
POOL 3 1344 GARDENIA DR.	1127 WREN CIRCLE

BFB WATER & SEWER	BUILDING LOCATIONS
.831 BAREFOOT BLVD.	D&E, 19TH HOLE, GOLF PRO SHOP & GOLF COURSE
CVO OFFICE (OLD HOA)	1225 BAREFOOT BLVD.
935 BAREFOOT BLVD.	772-464-3175 19th Hole Golf Shop

A.C. ADMINISTRATION OFFICE, CR, POOL #1, LOUNGE, TENNIS/PICKLEBALL COURTS, BOCCI COURTS, SHUFFLE BRD COURTS, BILLIARDS ROOM, LAWN BOWLING, HORSESHOE	BUILDING LOCATIONS
PITS 625 BAREFOOT BLVD.	772-463-0633
	772-664-6918
	321-723-4465
	561-836-1614
	772-464-9381
	772-663-6889

BFB - CVO Office BFB Water & Sewer Waste Management FL Public Utilities The Tailor Shortly Non Emergency	BUILDING LOCATIONS
	772-463-0633
	772-664-6918
	321-723-4465
	561-836-1614
	772-464-9381
	772-663-6889

NEW ADMINISTRATION BUILDING	772-664-3141
	Ext. 210
	Ext. 219 & 220
	Ext. 216 & 222
	Ext. 202
	Ext. 203 & 204
	Ext. 205

Office Hours (Mon-Fri) Effective 3/18/19	POOL 1 9:00AM - 10:00PM
	POOL 2 9:00AM - 7:00PM
	POOL 3 9:00AM - 6:00PM
8:00-4:30pm Community Manager	
8:00-4:30pm District Clerk	
8:00-4:30pm Finance Dept.	
8:00-4:30pm Food & Beverage	
8:00-4:30pm Resident Relations & HR	
8:00-4:30pm DOR Endorse & ARCC	
8:30-4:30pm Calendar & Storage	

POOL HOURS

FIELD OCCUPANCY COUNTS

Recreational use occupancy counts were conducted on Thursday, July 11, 2019 and Saturday July 13, 2019.

Peak parking on July 11th was 33 cars and 9 golf carts (27%) with the majority of parking spaces turning over in 1-2 hours. Bocce ball was the primary use followed by the pool. On July 13th, a Saturday, the primary use was the swimming pool, followed by tennis. Of the 11 peak parking number 4 (57%) were golf carts.

BAREFOOT BAY PARKING STUDY

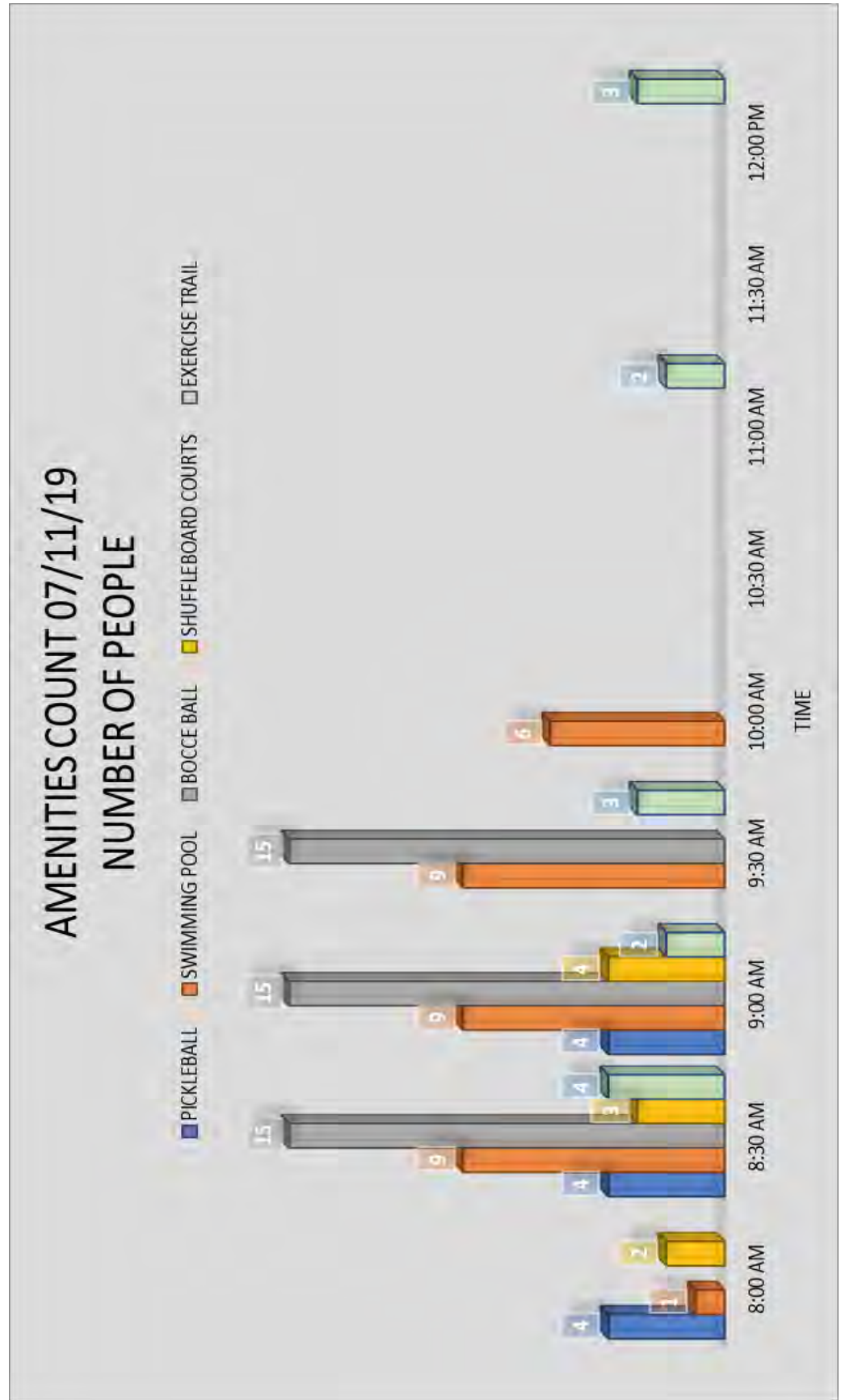


Figure 3

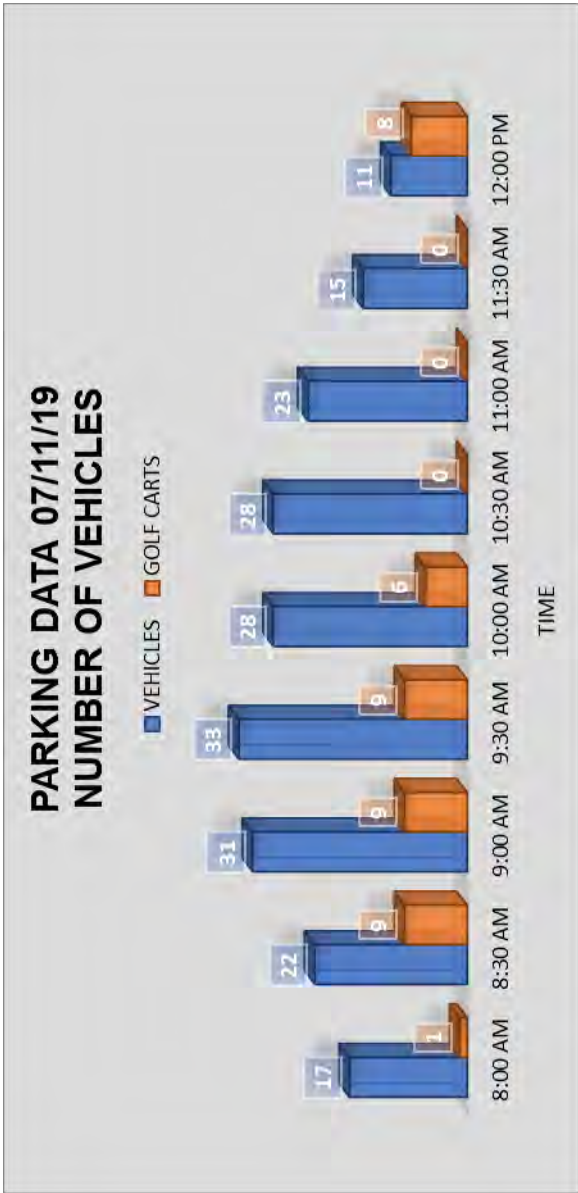


Figure 4

BAREFOOT BAY PARKING STUDY

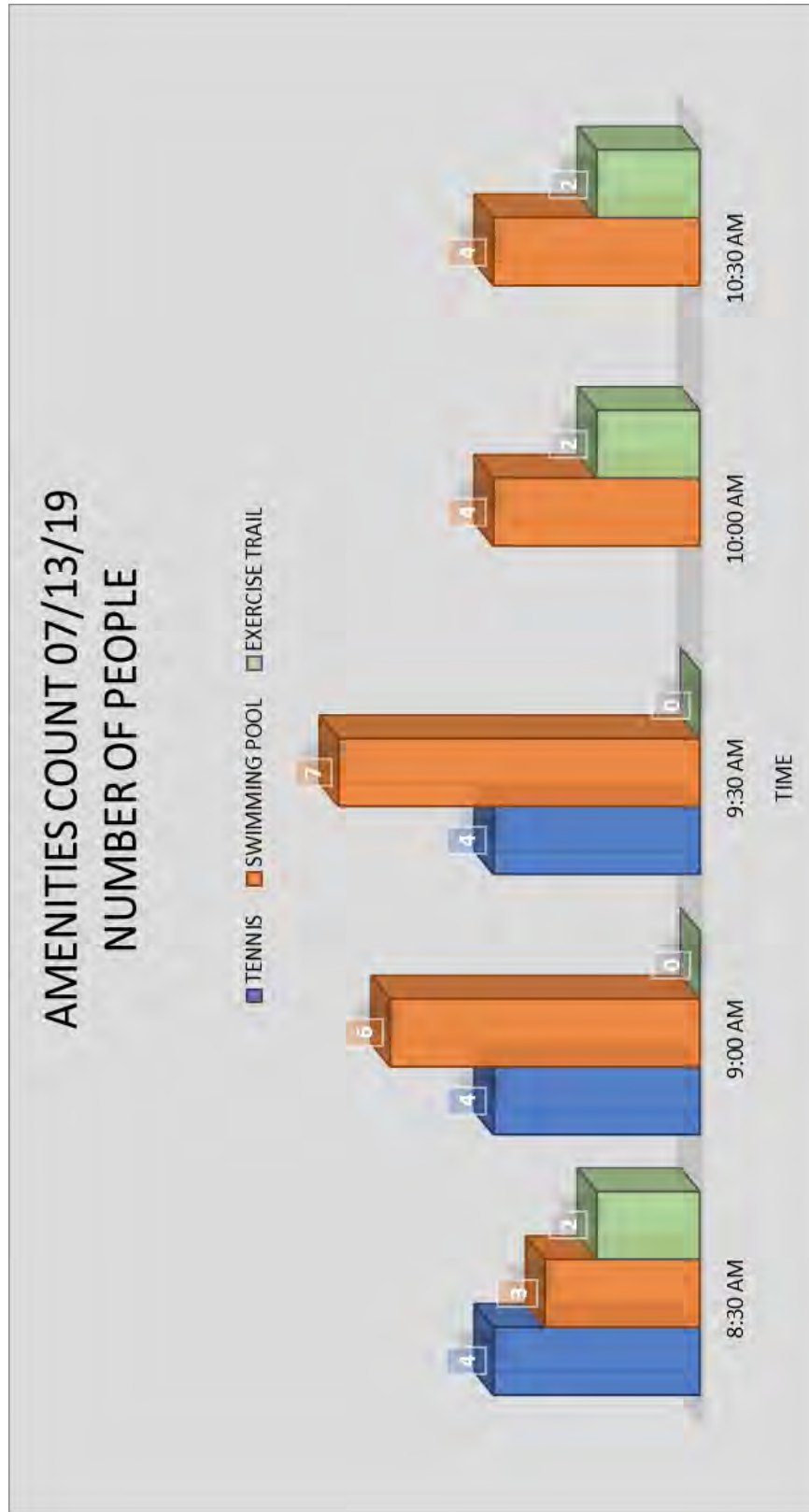


Figure 5

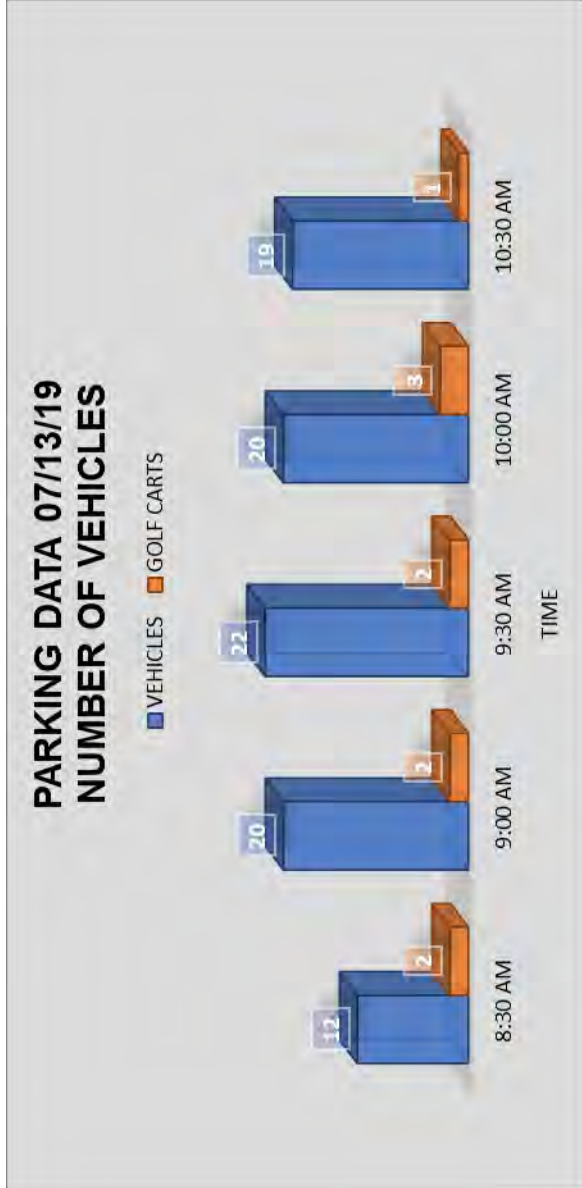
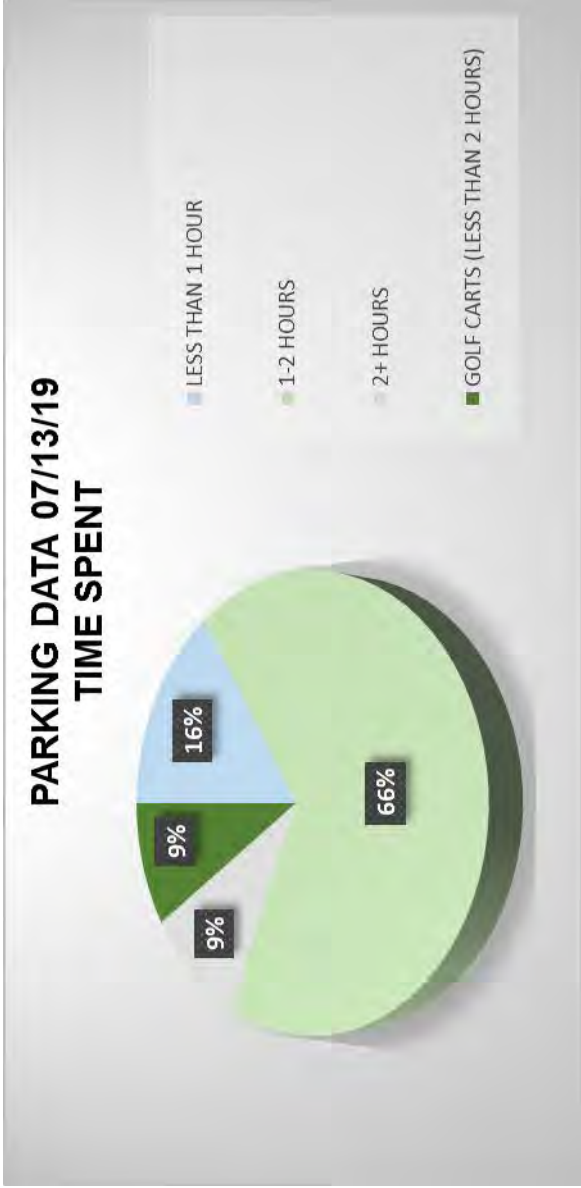


Figure 6

Seasonal adjustments of 100% (double the count) have been considered. As average use for community winter residents. 66 cars and 18 golf carts and 22 cars and 8 golf carts respectively. Note that average winter use for these facilities, bocce ball, pool and tennis, is below capacity.

Table 1 provides the maximum capacity for activities with average game times. Many of these activities are scheduled sequentially with little cumulative parking impact.

Table 1

RECREATIONAL ACTIVITIES AT 100% CAPACITY

			TOTAL CAPACITY
AMENITY	AVERAGE GAME LENGTH	CAPACITY	
HORSESHOE	30 MINUTES	4 PEOPLE	64 PEOPLE
BOCCE BALL	20 MINUTES	16 PEOPLE	64 PEOPLE
SHUFFLEBOARD	20 MINUTES	4 PEOPLE	52 PEOPLE
TENNIS	ONE HOUR THIRTY MINUTES	4 PEOPLE	12 PEOPLE
PICKLEBALL	50 MINUTES	4 PEOPLE	24 PEOPLE
HANDBALL	60 MINUTES	4 PEOPLE	4 PEOPLE
LAWN BOWLING	2 HOURS	20 PEOPLE	20 PEOPLE
BASKETBALL	2 HOURS THIRTY MINUTES	12 PEOPLE	12 PEOPLE

PARKING ANALYSIS

Industry standards do not require parking spaces for 100% occupancy. Typically, 85% occupancy is recommended, however that factor may be adjusted based upon use type, seasonal use, sequential use (and affordability, in the case of public recreation).

Parking Demand Based Upon 100% Capacity is as follows:

FACILITIES	CAPACITY	USE
Building A (w/200 tables)	300 chairs only	Club Events
Building C	42	Billiards, Cards, meetings
Lounge	118	Social
Admin Building	35	Administration
Horseshoes	64	16 pits/ 4 per court
Bocce Ball	64	4 courts/16 per court
Shuffleboard	52	13 courts/4 per court
Tennis	12	3 courts/4 per court
Pickle Ball	24	6 courts/4 per court
Handball	4	
Lawn bowling	20	
Lake Fishing	0	
Basketball	12	
Exercise trail	0	Parking not required
Pool (sundeck & pool)	101	
100% Capacity Total	848	

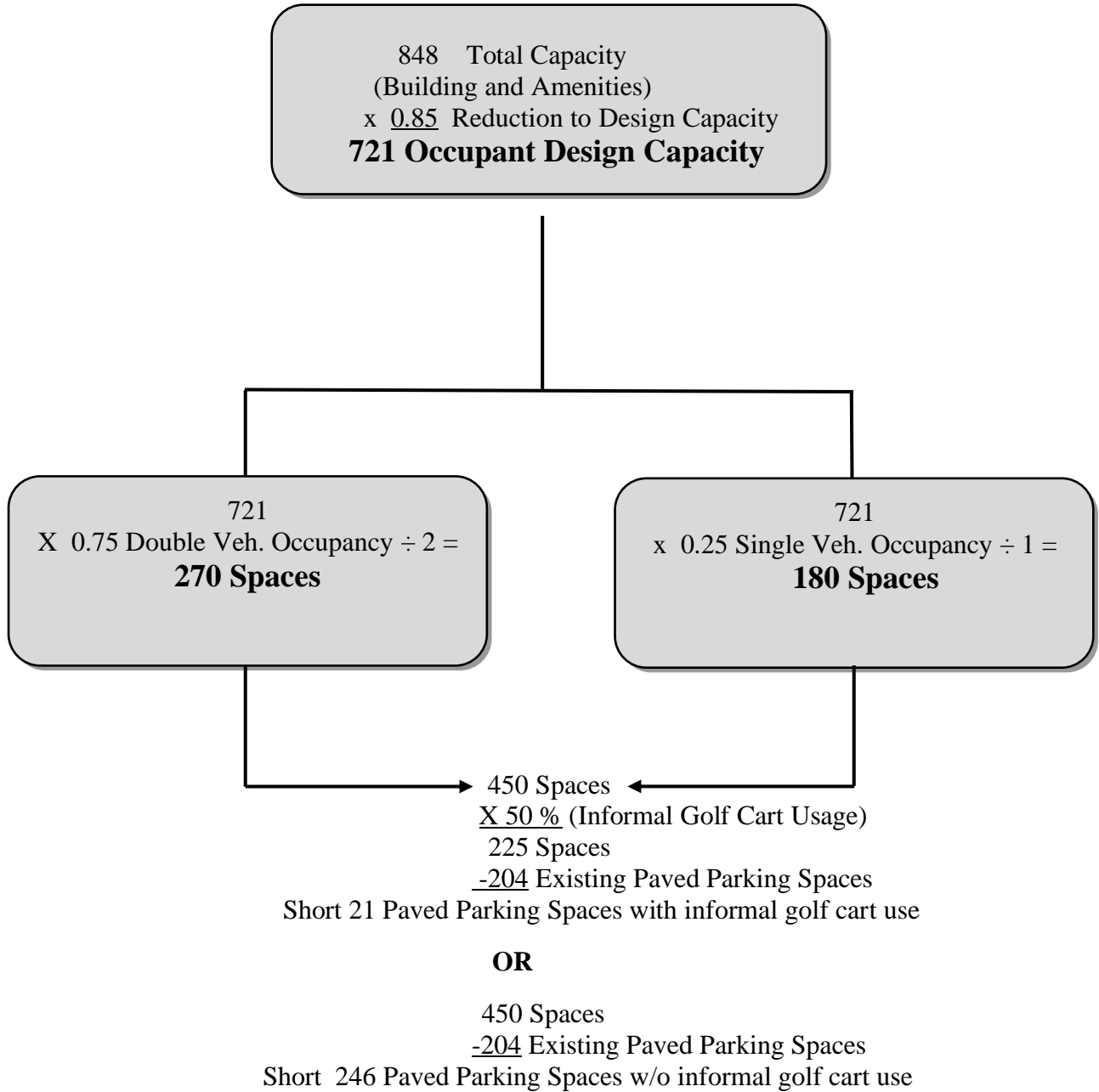
Adjustments:

- Parking designed for 85% occupancy (industry standard)
- Occupants per parking space (25% - occupant / 75% - 2 occupants)
- 50% golf cart use

The pool deck and lakeside have a capacity of 500-800 (the Fire Marshall approved a seating plan of 800 seats for the 2019 annual festival).

- Additionally, there is space available (refer to Figure 2) for up to 631 golf carts where the above calculation utilized only 180 golf carts.

CURRENT PARKING CALCULATIONS PER EXISTING USE



Board of Trustees Meeting Agenda Memo

Date: Friday, November 8, 2019
Title: **FY19 Budget Amendment: CVO Donation - Pavilion**
Section & Item: 9.C.
Department: Administration, Finance
Fiscal Impact: \$78,714.93
Contact: Charles Henley, Finance Manager, John W. Coffey ICMA-CM, Community Manager
Attachments: 190908 Resolution 2019-12 ~ CVO Donation of Pavillion
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Approval of Resolution 2019-12 increasing the FY19 General Fund R&M/Capital Department Budget for the Pavilion by the \$78,714.93 in donations received from the Civic Volunteer Organization (CVO).

Background and Summary Information

In December 2018, the CVO requested to donate a 40' Hexagonal Duo-Top Structure to be placed on the concrete pad behind Building A. The CVO was to fund the purchase and installation per the BBRD Policy Manual language on donations. In April 2019, it was discussed that the original vendor for installation was unable to complete the job due to the difficulty in installing the pavilion at the proposed location and the CVO was willing to donate the additional funds to secure another installation vendor. In May 10, 2019 BOT Regular Meeting Staff presented the change order for a "tongue and groove ceiling and spruce diagonal supports" upgrade also donated by the CVO and approved by the board at the September 13, 2019 BOT Regular Meeting.

The CVO has donated the \$78,714.93 expended by BBRD to install the pavilion as it stands behind Building A.

Staff recommends the BOT approve Resolution 2019-12 increasing the budgeted Donations by \$78,714.93 and increasing the budget for the Pavilion Project in the R&M/Capital Projects Department by \$78,714.93.

RESOLUTION 2019-12

**A RESOLUTION OF THE BOARD OF TRUSTEES
OF THE BAREFOOT BAY RECREATION
DISTRICT AMENDING RESOLUTION 2018-06;
AMENDING THE BUDGET.**

WHEREAS, the Barefoot Bay Recreation District Board of Trustees adopted Resolution 2018-06, an operating Budget for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019; and

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

WHEREAS, the Board of Trustees has ascertained that the following amendments are necessary to provide for the operation of the District for the Fiscal Year 2018-19:

An Amendment in the amount of \$78,714.93 to be added to the Donations line item in the R&M Capital Department.

An Amendment in the amount of \$78,714.93 to be added to Pavilion Project expenditure line item in the R&M Capital Department Budget.

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

Section 1. The amendment shall be made to the operating Budget for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019.

Section 2. The Community Manager and the Finance Manager are directed to adjust FY 2018/19 Adopted Budget.

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

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

Chairman,	Joseph Klosky
Trustee,	David Wheaton
Trustee,	Luann Henderson
Trustee,	Steve Diana
Trustee,	Randy Loveland

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 8th day of November 2019.

BAREFOOT BAY RECREATION DISTRICT

By: _____
Joseph Klosky,
CHAIRMAN

Steve Diana,
SECRETARY

Board of Trustees Meeting Agenda Memo

Date: Friday, November 8, 2019
Title: **FY19 Budget Amendment: Elimination of Budgeted General Fund Transfer to the Debt Service Fund and Budgeted Transfer from the 2018 Bond Projects Fund.**

Section & Item: 9.D.
Department: Administration, Finance
Fiscal Impact: N/A
Contact: Charles Henley, Finance Manager, John W. Coffey ICMA-CM, Community Manager
Attachments: 190908 Resolution 2019- ~ Zero Budgeted Transfers Between Funds, Auditors Communication

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



Requested Action by BOT

Approval of Resolution 2019-11 zeroing out General Fund budgeted transfer to the Debt Service Fund and budgeted transfer from the 2018 Bond Projects Fund

Background and Summary Information

On June 26th, 2018 the Board adopted the FY19 General Fund Budget which included budgeted transfers to the Debt Service Fund and budgeted transfers from the 2018 Bond Project Fund. The 2018 Bond Project Fund was to be created to account for the \$9 million in specific R&M/capital projects. In November 2018, Staff was directed to cease pursuing the bond issuance and the 2018 Bond Fund was never funded. Thus, the transfers between funds never took place.

Staff has been advised by the Auditors to zero budgeted transfers between funds as a result of not issuing Bonds in 2019.

Staff recommends the BOT approve Resolution 2019-11 to zero out budgeted General Fund transfers to the Debt Service Fund and the budgeted transfer from the 2018 Bond Projects Fund

RESOLUTION 2019-11

**A RESOLUTION OF THE BOARD OF TRUSTEES
OF THE BAREFOOT BAY RECREATION
DISTRICT AMENDING RESOLUTION 2018-06;
AMENDING THE BUDGET.**

WHEREAS, the Barefoot Bay Recreation District Board of Trustees adopted Resolution 2018-06, a General Fund operating Budget for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019; and

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

WHEREAS, the Board of Trustees has ascertained that the following amendments are necessary to provide for the operation of the District for the Fiscal Year 2018-19:

An Amendment in the amount of \$651,000 to be deducted from the Transfers In - 2018 Bond Projects Fund line item in the Administration Department.

An Amendment in the amount of \$700,000 to be deducted from the Transfer to Debt Service Fund line item in the R&M Capital Department Budget.

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

Section 1. The amendment shall be made to the General Fund operating Budget for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019.

Section 2. The Community Manager and the Finance Manager are directed to adjust FY 2018/19 Adopted Budget.

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

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

Chairman,	Joseph Klosky
Trustee,	David Wheaton
Trustee,	Luann Henderson
Trustee,	Steve Diana
Trustee,	Randy Loveland

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 8th day of November 2019.

BAREFOOT BAY RECREATION DISTRICT

By: _____
Joseph Klosky,
CHAIRMAN

Steve Diana,
SECRETARY



Charles Henley <charleshenley@bbrd.org>

RE: FY19 Audit

1 message

Alan Ricafort <aricafort@mslcpa.com>
To: Charles Henley <charleshenley@bbrd.org>

Wed, Oct 23, 2019 at 1:11 PM

Hi Charles,

I spoke with Joel and he concurs with June that a budget amendment would be a good idea since the 2018 bond issuance and transfers never occurred.

Thanks

**Alan Ricafort, CPA**

Audit Manager

(407) 740-5400 | Ext. 1152

[255 S. Orange Avenue, Suite 600 | Orlando, FL 32801](http://255.S.Orange.Avenue,Suite.600|Orlando,FL.32801)
www.mslcpa.com

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From: Charles Henley <charleshenley@bbrd.org>
Sent: Wednesday, October 23, 2019 12:21 PM
To: Alan Ricafort <aricafort@mslcpa.com>
Subject: Fwd: Fy19 Audit

CAUTION: This email originated outside of MSL. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Alan,

I would like to know your perspective on the the Bond fund discussion below.

Thanks,

Charles

Sent from my iPhone

Begin forwarded message:

From: June Lorah <June@milestoneps.com>
Date: October 23, 2019 at 7:36:05 AM EDT
To: Charles Henley <charleshenley@bbrd.org>
Subject: RE: **Fy19 Audit**

Good morning Charles,
Not sure if your policy requires any Board action to close out the fund? Were you able to create a financial reporting fund without their authorization? You should still be able to do a budget amendment if you want to reverse those budgeted transfers. Just needs to be performed before Nov 30.

June Lorah
Milestone Professional Services, Inc.
(407) 301-8650

-----Original Message-----

From: Charles Henley <charleshenley@bbrd.org>
Sent: Tuesday, October 22, 2019 4:24 PM
To: June Lorah <June@milestoneps.com>
Subject: Fy19 Audit

Hi June,
I have a question. At the time of the original budget, BBRD was going to fund some projects with the proceeds from a bond issue. As a result, the general fund budgeted a transfer of \$700,000 to the debt service fund from Admin Dept. and a \$651,000 transfer from the 2018 Bond Fund to the R&M/Capital Projects Department.
The Bonds were never issued.
No funds were transferred.

What do I need to do to close the 2018 Bond fund which was never funded?

What about the transfers that never happened but were budgeted?

Regards,
Charles

Sent from my iPhone

Board of Trustees

Meeting Agenda Memo

Date: Friday, November 8, 2019
 Title: **FY19 Budget Amendment: Year End Adjustments**
 Section & Item: 9.E.
 Department: Administration, Finance
 Fiscal Impact: N/A
 Contact: Charles Henley, Finance Manager, John W. Coffey ICMA-CM, Community Manager
 Attachments: 191108 Resolution 2019-13 FY19 Year-End Budget Amendment, Inter Departmental Budget Transfers
 Reviewed by
 General Counsel: N/A
 Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Approval of Resolution 2019-13 amending the FY19 Budget.

Background and Summary Information

At the end of each fiscal year, staff requests the Board to reallocate budgeted expenditures between departments. The following illustrated tables represent the Budget Amendments to FY 2019 Adopted Budget that are required to be approved.

The first illustrated table depicts the budget transfer for Grants received to the Golf Department from the R&M/Capital

	Increase	Decrease
Golf - Grant	50,000.00	-
Department: R&M/Capital Projects - Grant	-	50,000.00

The second illustrated table depicts the expenditure budget transfer from the Administration, Property Services, and Storm water Departments to the Food & Beverage, Golf, Vehicle Storage, and Shopping Center

	Increase	Decrease
Administration		35,300.00
Food and Beverage	118,900.00	
Golf	10,050.00	
Property Services		61,800.00
Vehicle Storage	4,190.00	
Stormwater		51,330.00
Departments: Shopping Center	15,290.00	

Staff recommends the BOT approve Resolution 2019-13 amending FY 2019 Year-End Budget.

RESOLUTION 2019-13

**A RESOLUTION OF THE BOARD OF TRUSTEES
OF THE BAREFOOT BAY RECREATION
DISTRICT AMENDING RESOLUTION 2018-06;
AMENDING THE BUDGET.**

WHEREAS, the Barefoot Bay Recreation District Board of Trustees adopted Resolution 2018-06, an operating Budget for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019; and

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

WHEREAS, the Board of Trustees has ascertained that the following amendments are necessary to provide for the operation of the District for the Fiscal Year 2018-19:

An Amendment to transfer \$50,000 of Budgeted Grant Revenue from the R&M/Capital Projects Department to the Golf Department.

An Amendment to transfer \$148,430 of Budgeted Expenditures from the Administration, Property Services, and the Stormwater Departments to the Food and Beverage, Golf, Vehicle Storage, and Shopping Center Departments.

WHEREAS, the Board of Trustees has considered these amendments in a public meeting.

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

Section 1. The operating Budget for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019 shall be amended as follows:

Transfer \$ 50,000 from Budgeted R&M/Capital Projects Revenue to Golf Revenue

Transfer \$ 35,300 from Budgeted Administration Expenditures.

Transfer \$ 61,800 from Budgeted Property Services Expenditures.

Transfer \$ 51,300 from Budgeted Stormwater Expenditures.

Transfer \$ 118,900 to Budgeted Food and Beverage Expenditures.

Transfer \$ 10,050 to Budgeted Golf Expenditures.

Transfer \$ 4,190 to Budgeted Vehicle Storage Expenditures.

Transfer \$ 15,290 to Budgeted Shopping Center Expenditures.

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

Section 3. This Resolution shall become effective immediately upon adoption.

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

Chairman, Joseph Klosky
Trustee, David Wheaton
Trustee, Steve Diana
Trustee, Luann Henderson
Trustee, Randy Loveland

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 8th day of November 2019.

BAREFOOT BAY RECREATION DISTRICT

By: _____
Joseph Klosky,
CHAIRMAN

Steve Diana,
SECRETARY

Year End Budget Transfers

LINE ITEM DETAIL

			Increase	Decrease
Golf	N/A	Grant - Recreation	50,000.00	-
R&M/Capital Projects	N/A	Grant - Recreation	-	50,000.00
Administraion	Finance	F/T Salaries	-	30,620.00
Administraion	Finance	Payroll Taxes	-	4,680.00
Foof & Beverage	19th Hole	F/T Salaries	17,000.00	-
Foof & Beverage	F&B Admin	F/T Salaries	9,400.00	-
Foof & Beverage	Lounge	P/T Wages	24,100.00	-
Foof & Beverage	19th Hole	P/T Wages	24,200.00	-
Foof & Beverage	Special Events	P/T Wages	14,000.00	-
Foof & Beverage	19th Hole	R & M Equipment	5,800.00	-
Foof & Beverage	Lounge	Music and Entertainment	10,000.00	-
Foof & Beverage	19th Hole	Food Cost of Sales	14,400.00	-
Golf	N/A	F/T Salaries	3,450.00	-
Golf	N/A	401 A Benefit	790.00	-
Golf	N/A	Medical/Dental/Life & AD&D Insurance	750.00	-
Golf	N/A	Utilities/Electricity	5,060.00	-
Property Services	Buildings	F/T Salaries	-	54,800.00
Property Services	Buildings	Payroll Taxes	-	7,000.00
Vehicle Storage	N/A	Utilities/Electricity	940.00	-
Vehicle Storage	N/A	R & M Equipment	1,410.00	-
Vehicle Storage	N/A	Access System Service Fee	1,840.00	-
Stormwater	N/A	R & M Grounds	-	51,330.00
Shopping Center	N/A	Professional Fees	6,410.00	-
Shopping Center	N/A	Legal Fees	7,680.00	-
Shopping Center	N/A	Utilities/Electricity	1,200.00	-
			198,430.00	198,430.00

Board of Trustees

Meeting Agenda Memo

Date: Friday, November 8, 2019

Title: **FY19 Budget Amendment: Year End R&M/Capital Projects Department Budget Adjustments**

Section & Item: 9.F.

Department: Administration, Finance

Fiscal Impact: \$0

Contact:

Attachments: 190908 Resolution 2019-14 ~ R&M Capital Projects, FY19 RM-Capital Projects Budget

Reviewed by

General Counsel: N/A

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



Requested Action by BOT

Review and Approve Resolution 2019-14 to Amend the FY19 Budget by closing out certain project budgets in the R&M/Capital Projects Department.

Background and Summary Information

In preparation for the FY19 financial statement audit staff has prepared a list of increases and decreases in R&M/Capital Projects Department line item budgets necessary to close project budgets and transfer the budgets to contingency in preparation of FY20 budgeting.

Staff recommends the BOT approve the accompanying Resolution 2019-14 for the FY19 Budget Amendment to Zero out certain project budgets.

RESOLUTION 2019-14

**A RESOLUTION OF THE BOARD OF TRUSTEES
OF THE BAREFOOT BAY RECREATION
DISTRICT AMENDING RESOLUTION 2018-06;
AMENDING THE BUDGET.**

WHEREAS, the Barefoot Bay Recreation District Board of Trustees adopted Resolution 2018-06, an operating Budget for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019; and

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

WHEREAS, the Board of Trustees has ascertained that the following amendments are necessary to provide for the operation of the District for the Fiscal Year 2018-19:

An Amendment increase and decrease project budgets in the R&M/Capital Projects Department according to the attached schedule.

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

Section 1. The amendment shall be made to the operating Budget for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019.

Section 2. The Community Manager and the Finance Manager are directed to adjust FY 2018/19 Adopted Budget.

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

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

Chairman,	Joseph Klosky
Trustee,	David Wheaton
Trustee,	Luann Henderson
Trustee,	Steve Diana
Trustee,	Randy Loveland

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 8th day of November 2019.

BAREFOOT BAY RECREATION DISTRICT

By: _____
Joseph Klosky,
CHAIRMAN

Steve Diana,
SECRETARY

Schedule of Increases and Decreases to Project Budgets in the R&M/Capital Projects Department

Fund	Dept	Sub	GL		FY19 Budget Increase	FY19 Budget Decrease	FY 19 Ending Revised Budget	Committed Funds
001	7300	9999	510606	Contingency	248,635.53	-	286,634.01	-
001	7300	9999	510311	Professional Fees	7,008.17	-	7,008.17	-
001	7300	9999	572131	Neighborhood Revitalization Program	-	71,497.67	105,002.33	-
001	7300	9999	572133	Replace Damaged Concrete	-	64,215.00	2,500.00	-
001	7300	9999	572158	Building A Retaining Wall Assessment	4,200.00	-	4,200.00	-
001	7300	9999	572170	Replace Concrete & Pavers Lounge (West Side)	-	55,000.00	-	-
001	7300	9999	572172	Relocate Heater Equipment into New Pit Bldg at Pool 1	-	44,000.00	-	-
001	7300	9999	572176	Christmas Decorations Ph. 2	-	-	7,500.00	-
001	7300	9999	572177	Veterans' Meeting Space Conversion	-	7,866.47	7,133.53	-
001	7300	9999	572178	Beach Volley Ball Court (by Pool #1)	-	4,000.00	-	-
001	7300	9999	572179	Building A Pavillion	-	-	78,714.93	-
001	7300	9999	573130	New Administration Building	183,497.36	-	515,891.36	-
001	7300	9999	575002	Upgrade Elec. Infrast. in Bldg. A FY17	-	146,475.00	-	-
001	7300	9999	575003	Replace Pit at Pool 2	-	40,000.00	-	-
001	7300	9999	575012	Hi-Def Cameras at Storage Lots	1,976.00	-	1,976.00	-
001	7300	9999	575013	Upgrade Golf Cart Parking Area (Lounge) to Crushed Concrete	-	11,000.00	-	-
001	7300	9999	575014	Long-term Records Storage Unit	199.36	-	199.36	-
001	7300	9999	575019	Building A Renovation Design	28,400.00	-	28,400.00	28,394.41
001	7300	9999	575024	Shopping Center Roof Redesign	20,020.00	-	20,020.00	14,687.65
001	7300	9999	575030	Additional Parking Lights @ Shopping Center	-	18,000.00	-	-
001	7300	9999	575031	Expand Paver Area West of Lounge by 20 Ft	-	31,000.00	-	-
001	7300	9999	575032	Replace Pit Bldg at Pool 1 and Add Salt Water System	-	60,000.00	-	-
001	7300	9999	575033	Replace Roof on Lounge	-	32,000.00	-	-
001	7300	9999	575034	Sails (Sun Shades) South of Lounge	-	0.50	5,712.50	-
001	7300	9999	575042	Add 4 Pickle Ball Courts	-	-	9,330.00	-
001	7300	9999	575043	Restore Golf Course Bunkers Ph. 3	-	-	28,800.00	-
001	7300	9999	575045	Comm.Ctr. Proj:Convert West Shuffle Board to Miniature Golf	-	11,030.93	11,469.07	-
001	7300	9999	575060	Marquee Sign at Shopping Ctr.	-	2,067.04	16,988.73	-
001	7300	9999	575061	Bldg. C Exterior Rehab.	-	6,381.00	110,844.00	-
001	7300	9999	575065	Replace P.S. truck (2005 F-250-size)	-	-	32,757.00	-
001	7300	9999	575066	Replace P.S. Golf Cart (2013)	-	924.33	8,475.67	-
001	7300	9999	575068	Pools #3 Heater Upgrade (added by BOT during Budget workshop)	-	12,000.00	-	-
001	7300	9999	575069	Lounge Kitchen Expansion Concept Design	9,129.38	-	14,134.38	-
001	7300	9999	575071	Facilities Assessment and Capital Forcasting Program	-	-	37,688.75	-
001	7300	9999	575072	Pro Shop Carpet and Flooring Replacement	-	2,433.15	5,066.85	-
001	7300	9999	575073	Utility Trailer	-	2,500.00	-	-
001	7300	9999	575074	Aluminum Bleacher	554.00	-	7,879.00	-
001	7300	9999	575075	AED with Cabinet & Accessories	-	220.00	1,275.00	-
001	7300	9999	575076	POS for Bldgs. A & D/E	-	258.45	1,519.55	-
001	7300	9999	575077	19th Hole Sandwich Station	367.74	-	1,716.74	-
001	7300	9999	575078	FPE Panels Bldg C & Lounge	-	-	7,400.00	5,180.00
001	7300	9999	575079	FPE Panels Bldg A	-	-	28,900.00	18,230.00
001	7300	9999	575087	Pool 2 Canopy	14,000.00	-	14,000.00	14,000.00
001	7300	9999	575090	(Golf) Lake Bank Restoration Phase 6	104,882.00	-	104,882.00	104,882.00
					622,869.54	622,869.54	1,514,018.93	185,374.06

Board of Trustees

Meeting Agenda Memo

Date: Friday, November 8, 2019
Title: **FY 20 Budget Amendment: Carry Forward R&M/Capital Projects Department Project Budget Adjustments**

Section & Item: 9.G.

Department: Administration, Finance

Fiscal Impact: \$0

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

Attachments: 191108 Resolution 2019-15 FY20 Roll Over R&M-Capital Projects Budget Amendment, Schedule of Increases and Decreases to Project Budgets in the R&M-Capital Projects Department

Reviewed by

General

Counsel: N/A

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



Requested Action by BOT

Approve Resolution 2019-15 recognizing certain project budgets in the R&M/Capital Projects Department consistent with the Approved FY20-24 5yrFM&CIP.

Background and Summary Information

Staff has prepared a list of increases and decreases in R&M/Capital Projects Department line item budgets necessary to bring forward projects carried over from FY 2019 at the amounts listed in the 5 Year Plan if applicable.

Staff recommends the BOT approve Resolution 2019-15 to recognize project budgets in the FY20 Budget: R&M/Capital Projects Department project line-items consistent with the amounts in the Approved FY20-24 5yrFM&CIP.

RESOLUTION 2019-15

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

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

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

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

An Amendment increase and decrease project budgets in the R&M/Capital Projects Department according to the attached schedule.

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

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

Section 2. The Community Manager and the Finance Manager are directed to adjust FY 2020 Adopted Budget.

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

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

Chairman, Joseph Klosky
Trustee, David Wheaton
Trustee, Luann Henderson
Trustee, Steve Diana
Trustee, Randy Loveland

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 8th day of November 2019.

BAREFOOT BAY RECREATION DISTRICT

By: _____
Joseph Klosky,
CHAIRMAN

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

Steve Diana,
SECRETARY

Schedule of Increases and Decreases to Project Budgets in the R&M/Capital Projects Department

GL		FY20 Original Budget	FY20 Budget Increase	FY20 Budget Decrease	FY 20 Revised Budget
510606	Contingency	100,000.00	47,500.00		147,500.00
572124	Lounge Expansion Concept Design	145,000.00			145,000.00
572131	Neighborhood Revitalization Program	25,000.00	71,497.67		97,985.17
572133	Replace Damaged Concrete	25,000.00	64,215.00		89,215.00
572154	Shuffleboard/Bocce Benches & Covers	24,000.00			24,000.00
572171	Replace Sidewalks at D&E/19th Hole	21,800.00			21,800.00
572172	Relocate Heater Equipment into New Pit Bldg at Pool 1		44,900.00		44,900.00
572177	Veterans' Meeting Space Conversion		7,866.47		7,946.46
572535	Utility Cart - Custodial	8,500.00			8,500.00
575003	Replace Pit at Pool 2		41,600.00		41,600.00
575019	Building A Renovation Design	-	28,400.00		28,400.00
575024	Shopping Center Roof Redesign	-	20,020.00		20,020.00
575030	Additional Parking Lights @ Shopping Center		19,100.00		19,100.00
575032	Replace Pit Bldg at Pool 1 and Add Salt Water System		61,200.00		61,200.00
575041	Replace Lawnmower	32,000.00			32,000.00
575045	Comm.Ctr. Proj:Convert West Shuffle Board to Miniature Golf	-	15,030.00		15,030.00
575046	Beach Projects Ph. 3	95,700.00			95,700.00
575055	Pool 1 Walk Roof Replacement	66,000.00			66,000.00
575060	Marquee Sign at Shopping Ctr.	-	2,100.00		2,100.00
575061	Bldg. C Exterior Rehab.	-	6,381.00		6,381.00
575065	Replace P.S. truck (2005 F-250-size)	35,000.00			35,000.00
575072	Pro Shop Carpet and Flooring Replacement	7,500.00		7,500.00	-
575073	Utility Trailer		2,500.00		2,500.00
575078	FPE Panels Bldg C & Lounge		5,180.00		5,180.00
575079	FPE Panels Bldg A		18,230.00		18,230.00
575080	Pool 2 Restrooms Roof Replacement (w/ metal)	25,000.00			25,000.00
575081	Pool 3 Restrooms Roof Replacement (w/metal)	25,000.00			25,000.00
575082	Bandshell Lakeside of Lounge	20,000.00			20,000.00
575083	Installation of Mechanical Pool Covers at Pools #2 & #3	40,000.00		40,000.00	-
575084	Additional P.S. Truck	24,000.00			24,000.00
575085	Lake Bank Repairs	75,000.00			75,000.00
575086	(Golf) Irrigation System Replacement Ph. 1 (6 satellite box)	60,000.00			60,000.00
575087	Pool 2 Canopy		14,000.00		14,000.00
575088	Building A Renovation		571,000.00		571,000.00
575089	Replace Electrical Infrastructure Shopping Center		82,400.00		82,400.00
575090	(Golf) Lake Bank Restoration Phase 6		104,882.00		104,882.00
		854,500.00	1,228,002.14	47,500.00	2,036,569.63

Board of Trustees

Meeting Agenda Memo

Date: Friday, November 8, 2019
 Title: **FY20 Budget Amendment: Reallocating budgeted insurance savings**
 Section & Item: 9.H.
 Department: Administration, Finance
 Fiscal Impact: \$0
 Contact: Charles Henley, Finance Manager, John W. Coffey ICMA-CM, Community Manager
 Attachments: 190913 Agenda Memo - Insurance Savings, 191108 Resolution 2019-16 Insurance Savings
 Reviewed by
 General Counsel: N/A
 Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

BOT approve Resolution 2019-16 transferring \$37,145 of Liability and Workers Compensation Insurance budgeted savings to R&M/Capital Contingency.

Background and Summary Information

On September 13, 2019, the BOT awarded the liability and workers' compensation insurance coverage to Florida Municipal Insurance Trust with a budgeted savings of \$37,145 which is to be moved from various departments to R&M/Capital Contingency according to the table

Dept	Sub		Increase	Decrease
1300	06	Finance	Workers Comp	198
1300	07	District Clerk	Workers Comp	607
1300	07	District Clerk	Liability Insurance	11,854
Admin Total				12,659
7210	01	Lounge	Workers Comp	913
7210	02	19th Hole	Workers Comp	1,748
7210	03	Pasta Night	Workers Comp	266
7210	05	Special Events	Workers Comp	992
7210	08	F&B Admin	Workers Comp	956
Food & Beverage Total				4,875
7220	09	Customer Service	Workers Comp	107
7220	10	DOR Enforcement	Workers Comp	289
7220	16	Community Watch	Workers Comp	97
Resident Relations Total				493
7230	9999	Golf/Proshop	Workers Comp	2,419
Golf/Proshop Total				2,419
7241	11	Buildings	Workers Comp	5,462
7241	12	Grounds	Workers Comp	2,626
7241	13	Custodial	Workers Comp	4,127
7241	14	Pools	Workers Comp	4,086
7241	15	Recreation	Workers Comp	398
Property Services Total				16,699
7300	9999	R&M/Capital	Contingency	37,145
R&M/ Capital Total			37,145	

below:

Staff recommends the BOT adopt resolution 2019-16 transferring \$37,145 of Liability and Workers Compensation Insurance budgeted savings to R&M/Capital Contingency.

Board of Trustees Meeting Agenda Memo

Date: Friday, September 13, 2019
Title: **Liability & Workers' Compensation Insurance Award**
Section & Item: 9.E.
Department: Administration, Finance
Fiscal Impact: \$158,256 (FY20 Budget of \$195,401)
Contact: Charles Henley, Finance Manager, John W. Coffey ICMA-CM, Community Manager
Attachments: Insurance_Quotes9_13_19, Liquor Liability 1920 Quote
Reviewed by
General Counsel: Will be accomplished before the meeting.
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Renew Liability & Workers' Compensation Insurance coverage to Florida Municipal Insurance Trust (FMIT) for FY20.

Background and Summary Information

The BOT changed general liability and workers' compensation insurance companies in 2017 from Public Risk Insurance Agency (PRIA) to Florida Municipal Insurance Trust (FMIT). At the time, FMIT, guaranteed the liability insurance for a two-year period. The cost of general liability insurance did rise in FY19 although not due to a rate increase but due to the results of FMIT identifying several minor assets that were not on the coverage list prior to 2018. As with private homeowners' insurance, BBRD's liability insurance premiums are based on the history of claims, amount of coverage, and overall industry trends.

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

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

The following components highlight the differences in the two proposals:

1. FMIT offers the lowest deductibles, while FIA has the highest deductibles of the three vendors
2. PRIA does not offer "wind storm" coverage for the pier (fire damage is covered under the general property insurance line)
3. FMIT does not offer liquor liability as part of its basic plan but has facilitated a separate policy (same sub-contractor as PRIA did in prior years)
4. FMIT offers a 2-year fixed rate guarantee for General Liability, Auto, and Property Coverage (although additional assets may cause the second-year costs to increase)

Due to the tight timeline of the receipt of insurance proposals and the agenda publication deadline, General Counsel Repperger was not able to provide a detailed analysis and recommendation at the time of the drafting of this memo. Mr. Repperger will provide any pertinent comment and recommendations at the BOT meeting.

A comparison of the three quotes is provided below.

	FY20 Budget	FMIT	PRIA	FIA
Base Policy				
Property (Blanket Real & Personal Property)	N/A	45,020	43,989	80,957
Inland Maine	N/A	incl.	1,506	-
Crime	N/A	incl.	1,411	1,000
Auto Liability	N/A	incl.	2,215	2,750
Auto Damage	N/A	3,452	1,412	1,805
General Liability	N/A	16,097	62,548	43,750
Public Officials/Employment Practices	N/A	24,465	60,841	12,250
Pier Wind Damage	N/A	34,943	N/A	4,363
Liability Sub-total	147,587	123,977	173,922	146,875
Workers' Comp	47,814	22,696	25,981	27,857
Base Policy Total	195,401	146,673	199,903	174,732
3rd party Liquor liability		11,583	11,583	11,583
Total Cost		158,256	211,486	186,315
Difference from Budget		(37,145)	16,085	(9,086)

Unless Mr. Repperger opines to the contrary, staff recommends the BOT award liability and workers' compensation insurance coverage to Florida Municipal Insurance Trust for \$158,256 plus the cost of liquor liability insurance. After the FY19 Audit is completed, staff will prepare a budget amendment for consideration by the BOT moving the surplus \$37,145 from the various accounts to R&M/Capital Contingency.

RESOLUTION 2019-16

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

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

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

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

An Amendment to transfer \$12,659 from the Administration Department to be added to the Contingency in the R&M/Capital Department;

An Amendment to transfer \$4,875 from the Food & Beverage Department to be added to the Contingency in the R&M/Capital Department;

An Amendment to transfer \$493 from the Resident Relations Department to be added to the Contingency in the R&M/Capital Department;

An Amendment to transfer \$2,419 from the Golf/Proshop Department to be added to the Contingency in the R&M/Capital Department; and

An Amendment to transfer \$16,699 from the Resident Relations Department to be added to the Contingency in the R&M/Capital Department.

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

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

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

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

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

Chairman, Joseph Klosky
Trustee, David Wheaton

Trustee, Luann Henderson
Trustee, Steve Diana
Trustee, Randy Loveland

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 8th day of November 2019.

BAREFOOT BAY RECREATION DISTRICT

By: _____
Joseph Klosky,
CHAIRMAN

Steve Diana,
SECRETARY

Board of Trustees Meeting Agenda Memo

Date: Friday, November 8, 2019
 Title: Discussion of Early Golf Fleet Cart Lease Renewal
 Section & Item: 9.I.
 Department: Golf
 Fiscal Impact: Potential annual increase of \$4,023.00
 Contact: Ernie Cruz, Golf Manager, John W. Coffey ICMA-CM, Community Manager
 Attachments: current lease, Yamaha Lease Barefoot Bay 10-17-19, ADA Car Quote 10-30-19
 Reviewed by
 General Counsel: No
 Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Review of lease renewal proposal and direction to staff regarding whether BBRD should renew 33 golf car lease early or wait and issue a request for proposal next summer prior to lease termination at the end of December 2020.

Background and Summary Information

BBRD currently leases 33 cars from Yamaha Golf-Car Company for rental by players at the Golf Course. BBRD currently pays \$24,156 (\$2013/month) plus taxes and insurance and the new amount would be (\$26,235 (\$2186.25/month) plus taxes and insurance. The increase of \$2,079 equates to 8.61%. The table below illustrates the costs of the former, current and proposed leases.

	Annual cost	Difference from prior lease	Difference from current lease	
FY17 Budget (based on former lease)	28,116	N/A	N/A	
Current lease	24,156	(3,960)	N/A	
Proposed new lease	26,235	(1,881)	2,079	8.61%

Yamaha Golf-Car Company has also added a proposal for a single rider ADA car to be leased/ purchased for \$1,944 (\$162/month) per year with a \$1.00 buyout option at lease termination for a total cost of \$7,776.

Staff requests direction from the BOT regarding this matter.

EXHIBIT A
EQUIPMENT SCHEDULE # 115885
 Dated 10/28/2016

M17015885

1. This Schedule covers the following property ("Equipment")
33 DR2E GOLF CARS
2. Location of Equipment:
BAREFOOT BAY GOLF COURSE
1225 BAREFOOT BLVD
BAREFOOT BAY, FL 32976
3. The Lease term for the Equipment described herein shall commence on January 01, 2017 and shall consist of 48 months from the first day of the month following said date.
4. Rental payments on the Equipment shall be in the following amounts, payable on the following schedule:
48 MONTHLY PAYMENTS IN THE AMOUNT OF \$2,013.00 (APPLICABLE TAXES TO BE BILLED).
STARTING JANUARY 2017 AND ENDING DECEMBER 2020. DUE THE 1ST DAY OF THE MONTH AS FOLLOWS:

Jan-17 \$2,013.00	Jan-18 \$2,013.00	Jan-19 \$2,013.00	Jan-20 \$2,013.00
Feb-17 \$2,013.00	Feb-18 \$2,013.00	Feb-19 \$2,013.00	Feb-20 \$2,013.00
Mar-17 \$2,013.00	Mar-18 \$2,013.00	Mar-19 \$2,013.00	Mar-20 \$2,013.00
Apr-17 \$2,013.00	Apr-18 \$2,013.00	Apr-19 \$2,013.00	Apr-20 \$2,013.00
May-17 \$2,013.00	May-18 \$2,013.00	May-19 \$2,013.00	May-20 \$2,013.00
Jun-17 \$2,013.00	Jun-18 \$2,013.00	Jun-19 \$2,013.00	Jun-20 \$2,013.00
Jul-17 \$2,013.00	Jul-18 \$2,013.00	Jul-19 \$2,013.00	Jul-20 \$2,013.00
Aug-17 \$2,013.00	Aug-18 \$2,013.00	Aug-19 \$2,013.00	Aug-20 \$2,013.00
Sep-17 \$2,013.00	Sep-18 \$2,013.00	Sep-19 \$2,013.00	Sep-20 \$2,013.00
Oct-17 \$2,013.00	Oct-18 \$2,013.00	Oct-19 \$2,013.00	Oct-20 \$2,013.00
Nov-17 \$2,013.00	Nov-18 \$2,013.00	Nov-19 \$2,013.00	Nov-20 \$2,013.00
Dec-17 \$2,013.00	Dec-18 \$2,013.00	Dec-19 \$2,013.00	Dec-20 \$2,013.00
5. Interest Factor: 4.20 %
6. Other Terms:

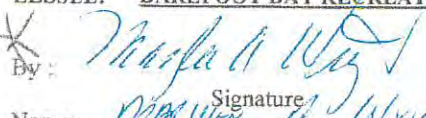
Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement dated 10/28/2016 between the parties (the "Lease").


Yamaha Motor Corporation, U.S.A., Lessor and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

Signed Counterparts: The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the ones bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease

Master Lease: This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

LESSEE: BAREFOOT BAY RECREATION DISTRICT
 By: 
 Name: Marylee A. Wright
 Type or Print: BOARD TRUSTEE VICE CHAIR

LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.
 By: 
 Name: Kim Ruiz
 Title: President



YAMAHA

Barefoot Bay Golf Course

M17015885

Initialed By: MJ*

**AMORTIZATION SCHEDULE FOR MUNICIPALITY
MUNICIPAL LEASE AGREEMENT
LESSEE: Barefoot Bay Golf Course
EQUIPMENT SCHEDULE # 115885**

Yield: 4.200%

Mon #	Due Date	Payment	Interest
1	01/01/17	2,013.00	434.37
2	02/01/17	2,013.00	429.02
3	03/01/17	2,013.00	423.65
4	04/01/17	2,013.00	418.26
5	05/01/17	2,013.00	412.86
6	06/01/17	2,013.00	407.44
7	07/01/17	2,013.00	402.00
8	08/01/17	2,013.00	396.54
9	09/01/17	2,013.00	391.06
10	10/01/17	2,013.00	385.56
11	11/01/17	2,013.00	380.05
12	12/01/17	2,013.00	374.51
13	01/01/18	2,013.00	368.96
14	02/01/18	2,013.00	363.39
15	03/01/18	2,013.00	357.80
16	04/01/18	2,013.00	352.19
17	05/01/18	2,013.00	346.56
18	06/01/18	2,013.00	340.92
19	07/01/18	2,013.00	335.25
20	08/01/18	2,013.00	329.56
21	09/01/18	2,013.00	323.86
22	10/01/18	2,013.00	318.13
23	11/01/18	2,013.00	312.39
24	12/01/18	2,013.00	306.63
25	01/01/19	2,013.00	300.85
26	02/01/19	2,013.00	295.04
27	03/01/19	2,013.00	289.22
28	04/01/19	2,013.00	283.38
29	05/01/19	2,013.00	277.52
30	06/01/19	2,013.00	271.64
31	07/01/19	2,013.00	265.74
32	08/01/19	2,013.00	259.82
33	09/01/19	2,013.00	253.88
34	10/01/19	2,013.00	247.91
35	11/01/19	2,013.00	241.93
36	12/01/19	2,013.00	235.93
37	01/01/20	2,013.00	229.91
38	02/01/20	2,013.00	223.87
39	03/01/20	2,013.00	217.80
40	04/01/20	2,013.00	211.72
41	05/01/20	2,013.00	205.62
42	06/01/20	2,013.00	199.49
43	07/01/20	2,013.00	193.35
44	08/01/20	2,013.00	187.18
45	09/01/20	2,013.00	180.99
46	10/01/20	2,013.00	174.78
47	11/01/20	2,013.00	168.55
48	12/01/20	2,013.00	162.30
Totals:		96,624.00	14,489.37

M17015885



YAMAHA

Commercial Finance

MODIFIED

MUNICIPAL MASTER LEASE AGREEMENT



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

M17015885

MASTER LEASE AGREEMENT dated October 28, 2016, between YAMAHA MOTOR FINANCE CORPORATION, U.S.A., having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and BAREFOOT BAY RECREATION DISTRICT having its principal office at 625 BAREFOOT BOULEVARD, BAREFOOT BAY, FL 32976 ("Lessee").

Lessor and Lessee hereby agree as follows:

- 1. Lease of Equipment. Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "Equipment"), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.
2. Term. The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.
3. Rent. Lessee shall pay Lessor rent for the Equipment ("Rent") in the amounts and at the times set forth on the applicable Equipment Schedule.
4. Selection, Delivery, and Acceptance. Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "Dealer").
5. Location, and Inspection. Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent.
6. Care, Use, and Maintenance. Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other instructions received from Lessor.
7. Insurance. Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused.
8. Storage. Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.
9. Title. Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto.

10. Warranties. The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NON-INTERFERENCE.

11. Alterations and Attachments. Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.

12. Taxes. Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. In the event that any such tax becomes payable by Lessor during the term of this Lease, Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefor, an amount equal to such tax. Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by Lessee.

13. Indemnity; Notice of Claim. To the extent permitted by applicable law, Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, without limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or willful misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees, agents or representatives. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving such claim. In agreeing to this provision, Lessee 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 specific consideration has been exchanged for this hold harmless/indemnification provision.

14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).

15. Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

- (a) Default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or
- (b) Default by Lessee in the performance of any other material term, covenant or condition of this Lease or any Equipment Schedule or the inaccuracy in any material respect of any representation or warranty made by the Lessee in this Lease or any Equipment Schedule, or in any document or certificate furnished to the Lessor in connection therewith, which default or inaccuracy shall continue for a period of 10 days after notice; ; or
- (c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or
- (d) The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; or any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or
- (e) Lessee shall default under any other lease or agreement between Lessee and Lessor [or any of its assignees hereunder]; or
- (f) Lessee shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure.

16. Remedies. Upon the occurrence of an Event of Default, Lessor, at its option, may pursue any one or more of the following remedies, in such order or manner as Lessor determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law:

- (a) terminate all or any portion of the Equipment Schedules to this Lease;
- (b) with or without terminating this Lease, take possession of the Equipment, with or without judicial process, Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose;
- (c) proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease, or to recover from Lessee any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of this Lease, or on account of Lessor's enforcement of its remedies thereunder; without limiting any other damages to which Lessor may be entitled, Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation, attorneys' fees), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third-party; and
- (d) sell the Equipment or enter into a new lease of the Equipment.

It is hereby agreed that no delay by Lessor in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.

17. Assignment. Neither Lessee nor Lessor shall transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

18. Lessee's Representations and Warranties. Lessee represents and warrants to Lessor that: (a) Lessee has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) Lessee has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each

M17015885

Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of Lessee and constitute Lessee's legal, valid, and binding obligations, enforceable in accordance with their terms; (d) adequate funds have been budgeted and appropriated to enable Lessee to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof; and (e) interest paid on indebtedness of Lessee held by Lessor would be excluded from Lessor's income for U.S. federal income tax purposes. Notwithstanding the requirements herein, in the event that any court of competent jurisdiction deems this Lease to be in violation of Article IV, Section 13 of Brevard County Ordinance 84-05 and/or Section 418.304 (13), Florida Statutes, Lessee shall have the right to immediately terminate this Lease Agreement upon notice to Lessor without penalty, and in such event, Lessee shall be responsible only for amounts of rent due but unpaid on effective date of termination. A finding by a court of competent jurisdiction that this Lease Agreement is in violation of Article IV, Section 13 of Brevard County Ordinance 84-05 and/or Section 418.304 (13), Florida Statutes shall not be deemed to constitute a default pursuant to Paragraph 15 of this Lease Agreement

19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

20. Binding Effect; Successors and Assigns. This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

21. Notices. Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.

22. Governing Law. This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State where Lessee's principal administrative offices are located without giving effect to the conflicts of laws principles of such state.

23. Severability. In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

24. Signed Counterparts. The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the stamped or manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Lease/Agreement.

25. Article 2A. To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-508 through 2A-522 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section 22 above, except to the extent that such right or remedy is expressly granted to Lessee herein.

26. Statute of Limitations. Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.

27. Entire Agreement. This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alternation or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

BAREFOOT BAY RECREATION DISTRICT as Lessee

YAMAHA MOTOR FINANCE CORPORATION, U.S.A. as Lessor

* By: Marylee A. Wright
Print Name: Marylee A. Wright
Title: BOARD TRUSTEE VICE CHAIR

By: [Signature]
Print Name: Kim Ruiz
Title: President

22 Dec 16

[Signature]

YAMAHA MOTOR FINANCE CORPORATION, U.S.A. ("Yamaha")

6555 Katella Avenue, Cypress, CA
90630

E-MAIL: Donna_Hennessy@yamaha-motor.co

NAME OF INSURANCE AGENT:

October 31, 2016

Public Risk Insurance Agent
ADDRESS: 220 S Ridgewood Ave Ste 210
Daytona Beach, FL 32114

Please Reference our Quote# 115885

PHONE: 386-239-4042

FAX: 386-239-4049

RE: BAREFOOT BAY GOLF COURSE

(Customer) Account # PK2FL10054404 15-12

The Customer has leased or will be leasing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., its successors and assigns named as **LOSS PAYEE**

Public Liability Insurance naming Yamaha Motor Finance Corp., U.S.A., its successors and assigns as an **ADDITIONAL INSURED** with the proceeds to be payable first on the behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance shall not be less than \$1,000,000.00 combined single limit.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address:

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

Attn: Commercial Finance Group
6555 Katella Ave
Cypress, CA 90630

Your prompt attention will be appreciated

Very Truly Yours,

Equipment Covered:

* 33 DR2E GOLF CARS

BAREFOOT BAY RECREATION DISTRICT

(Customer)

Equipment Location:

1225 BAREFOOT BLVD

BAREFOOT BAY, FL 32976

By: Maria A. [Signature]
(Signature of Authorized Officer)

Title: ASST TREASURER / CHAIR

M17015885

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No. 115885
dated October 28, 2016 to the Master Lease Agreement dated
October 28, 2016 between Yamaha Motor Finance Corporation, U.S.A.

(the "Lessor") and BAREFOOT BAY RECREATION DISTRICT
(the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the above

Equipment Schedule, has been delivered and accepted by the Lessee on the Commencement Date

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
33	DR2E GOLF CARS	See Attachment	NEW	BAREFOOT BAY GOLF COURSE 1225 BAREFOOT BLVD BAREFOOT BAY, FL 32976

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability of the Equipment.

BAREFOOT BAY RECREATION DISTRICT

* By: [Signature] as Lessee
 Name: Shirley A. Wright
 Title: BOARD TRUSTEE Vice Chair

J0C-0005625
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J0C-0005990
J0C-0005991
J0C-0005996
J0C-0005998



PROPOSAL

Expressly Prepared for:



Proudly Presented By:

Paul Meyer

District Sales Manager

(813) 777 - 8133

pmeyer@ymmc.yamaha-motor.com

2019



Table of Contents

Letter of Introduction3

The Yamaha Story 4

Company Profile5

Important Links6

Our Partners7

Proposed Equipment and Accessories8

Picture of Vehicle Offered9

Trojan Battery Performance Info10

YamaTrack Information11

Warranty Statement for Drive² Golf Car12

Warranty Statement for Trojan Batteries.....13

Service Details14

References 15

Pricing Details and Payment Schedule16

Proposal Details and Acceptance17

Non Collusion Statement18

Spec Compliance Pages19-20

Copy of Municipal Lease Documents



October 17, 2019

Ernie Cruz
Barefoot Bay Recreation District
625 Barefoot Boulevard
Barefoot Bay, FL 32976

Ernie,

On behalf of the entire team at Yamaha Golf-Car Company, I would like to express my sincerest gratitude for the opportunity to submit this proposal for a new fleet of Yamaha golf cars at Barefoot Bay Recreation District. Consistently ranked among the most beloved brands in the world, Yamaha prides itself on providing superior engineering and efficiency in its vehicles, as you have experienced over the past three (3) years.. We look forward to continuing our relationship with you for many years in the future.

Since the launch of “The Drive” model golf car in late 2006, Yamaha has been on a steady climb to the top of the industry, gaining more than 18% market share over that span, due in large part to our:

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

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

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

Sincerest regards,

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



The Yamaha Story

OUR CARS

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

Drive² PowerTech AC Electric

Drive² DC Electric

Drive² Carbureted Gas

Industry-First Drive² QuietTech EFI

OUR STATS

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

1 Rated in Satisfaction, Customer Support, and Reliability *

97% Brand Loyalty **

94% Customer Retention Rate

OUR AFFORDABLE GPS SOLUTION

Track and control your fleet.

Drive Profits. Reduce Costs.

Work Smarter.



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

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

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



Company Profile

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

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

www.yamahagolfcar.com

Our Team

President: Tom McDonald

Division Manager, Finance & Operations: Doug Griffin

Division Manager, Direct Sales: Kevin Norcross, PGA

Division Manager, Distributor Sales & Marketing: Kevin Norcross, PGA

Regional Sales Manager: Craig Sanford

District Sales Manager: Paul Meyer

Inside Sales Manager: Ben Hatala, PGA

Factory Service Provider: Total Golf Cars

Manufacturing Plant

Yamaha Golf-Car Company

1000 GA Hwy. 34 East

Newnan, GA 30265

Parent Corporation & In-House Leasing Division

Yamaha Motor Corporation, USA

655 Katella Avenue

Cypress, CA 90630





Important Links

Yamaha Golf-Car Company Website:

<https://www.yamahagolfcar.com>

Yamaha Golf-Car Company Social Media Outlets:

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

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

YouTube https://www.youtube.com/channel/UC3Znm5q_y-eavvxTM8uprQg

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

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



Yamaha Pro-Am (RSM Classic):

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

Tellico Village Video Testimonial:

<https://vimeo.com/169796142>



Our Partners

Affiliate Member:



Official Golf Car:



Silver Sponsor:



Member:



Title Sponsor, Pro-Am:



Section Sponsor:

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



Proposed Equipment and Accessories

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



DRIVE²

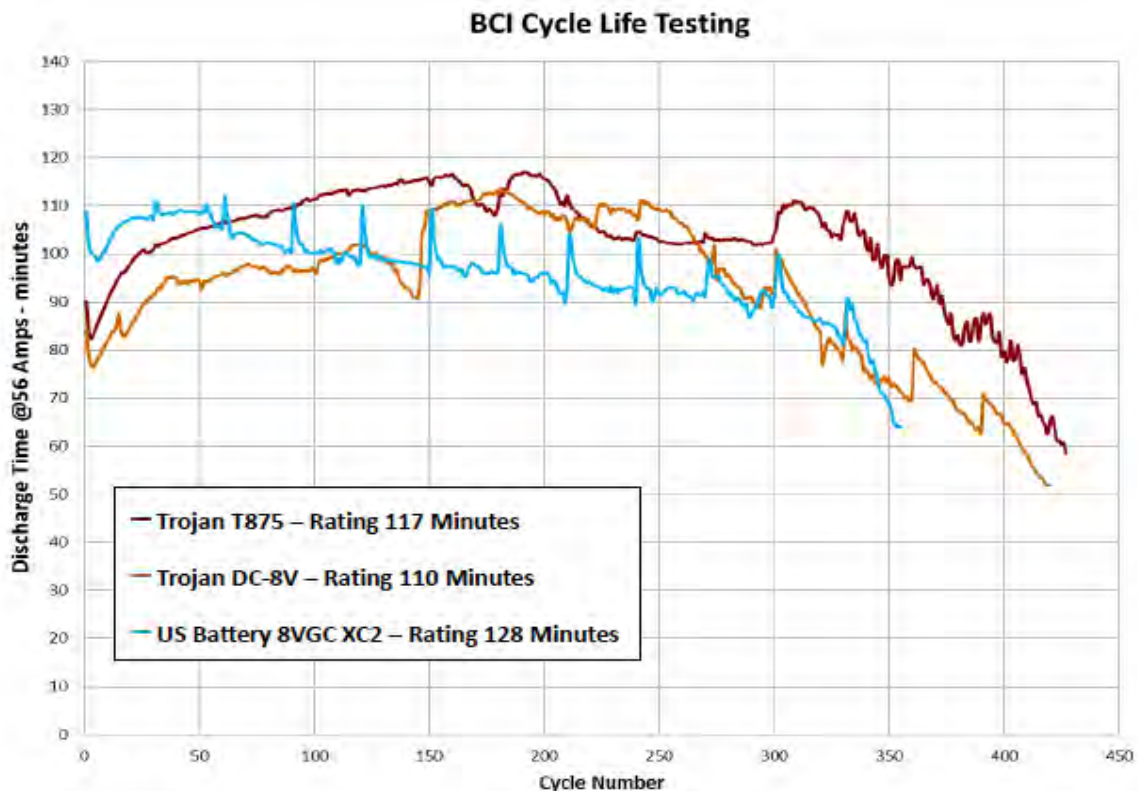
Superior Battery Performance



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

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

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



Independent Competitive 8V Battery Laboratory Test Results
August 2011



YAMATRACK

BACK OFFICE

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

CAR CONTROL

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

PLAYER APP

If you have a Yamaha fleet, then we've already built your mobile app for you. Activating the app for your course is easy and convenient, and the mobile-based software allows your players to navigate their round no matter where they are on the course or in the game. The YamaTrack Player App assures player support is just around the corner, so they can spend more energy on their game.

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

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

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





Limited 4-Year Warranty for Drive² Golf Car

Yamaha Golf-Car Company hereby warrants that any new Yamaha DRIVE² Gas or DRIVE² Electric golf car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States will be free from defects in material and workmanship for FOUR years from date of purchase, subject to the stated limitations. DURING THE PERIOD OF WARRANTY, any authorized Yamaha golf car service technician, dealer, or distributor will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

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

EXCLUSIONS from this Warranty shall include any failures caused by:

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

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

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

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

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

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



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

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

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

WARRANTY LIMITATIONS

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

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

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

LIMITED WARRANTY EXCLUSIONS:

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

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

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

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

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

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

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



Service Details

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

Cars will be delivered fully set-up and ready to go on the golf course, except for putting sand in the buckets. During the lease, service will be provided on an “as-needed” basis by calling the Service Agent below. The service provider for Barefoot Bay Recreation District is Total Golf Cars. They have been a Dealer for Yamaha for many years and have received countless positive reviews from the customers they service. Their goal is to be your partner and look out for the best interests of your fleet and your Club, while minimizing your down time. For your convenience, their contact information is listed below.

Dealer Service Provider

Total Golf Cars

Vero Beach, FL





Proposed Equipment and Accessories

2017 Yamaha Drive² DC Electric (Fleet) Golf Car

Standard Vehicle Equipment

Description

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

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

3.5 hp Hitachi Motor

Cradle-Smooth Rear Suspension

TruTrack II Fully-Independent, Automotive-Style Front Suspension

HybriCore Chassis

Removable Modular Body Panels

Energy-Absorbing (5) MPH Impact-Rated Bumpers

Rack-and-Pinion Steering and Drum Brakes

Enhanced Automotive-Style Dash

Installed Options

Description

ClimaGuard Top with Dual Rain Gutters

Dual Sand Buckets

Custom Club Logo on Front of Car

Black ClubPro Bag Protector

Clip On Information Holder

Polycarbonate Clear, Hinged Windshield

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

Silver Aluminum Wheel Covers

Color Choice: Glacier White or Sunstone Beige

DRIVE²



Lease Pricing Details

GOLF CAR PRICING:

Unit	Qty.	Term	Car/Month	Lease/Month	Roll-Out
YDRE Electric	33	48 Months	\$66.25	\$2186.25	36 Months

Delivery - December, 2019 First Payment - January, 2020

ADDITIONAL BENEFITS:

- Early Roll Option:

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

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

This quotation is valid for (10) days and is subject to change beyond that date. Furthermore, this proposal constitutes the entire understanding and agreement amongst the parties, whether oral or in writing. Neither party has made any further representations or promises to the other with respect to the subject matter of this agreement, except as set forth in this agreement. This agreement supersedes any previous agreements made between parties and is confidential in nature.

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

Accepted by: _____ Date: _____

Barefoot Bay Recreation District

Accepted by:  Date: 10/17/2019



YAMAHA GOLF-CAR COMPANY

Paul Meyer
2303 South Flagler Avenue
Flagler Beach, FL 32136
Cell #813-777-8133 Fax #352-240-3484

Order No. _____

Quote

Sold to: Barefoot Bay Golf Course
Name: Ernie Cruz
Address: 1225 Barefoot Boulevard
City: Barefoot Bay Golf Course **State:** FL **Zip:** 32976
Phone: 772-664-3174

Date: October 30, 2019

Credit Terms: \$1.00 Buyout Lease

Sales Rep.: Meyer

Ship to: Same
Name:
Address:
City: **State:** **Zip:**
Phone:

Qty	Description
1	New Eagle 736 ADA Golf Vehicle Power Seat Option - \$800.00 48 Month Lease with \$1.00 Purchase at end - \$162.00 per month

Unit Price	Total
\$ 7,050.00	\$ 7,050.00

This Agreement constitutes the entire understanding and agreement among the parties hereto relative to the subject matter hereof and supersedes all prior agreements and understandings between the parties whether oral or in writing. No representations of promises have been made by either party to the other with respect to the subject matter of this Agreement except as forth in this Agreement.

Payment Details

Lease Deal
 Direct/Cashiers Check
 Other

Notes _____

Sub Total	\$ 7,050.00
Shipping & Handling	
Taxes	State*
TOTAL	\$ 7,050.00

* Applicable Sales Taxes will be calculated and presented on YGC Invoice

Authorized Purchaser _____

Authorized Sales Representative Paul Meyer

Board of Trustees

Meeting Agenda Memo

Date: Friday, November 8, 2019
 Title: **Golf Course Lake Bank Restoration Change Order #1**
 Section & Item: 9.J.
 Department: Golf
 Fiscal Impact: \$8,910.00
 Contact: Ernie Cruz, Golf Manager, John W. Coffey ICMA-CM, Community Manager
 Attachments: Lake bank Change Order # 1, map, executed contract 22July19, April 23, 2019 BOT minutes
 Reviewed by
 General Counsel: No
 Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Approval of change order #1 to add 270 linear feet to shoreline restoration project to address eroding canal banks between Barefoot Circle and the ABM worksite.

Background and Summary Information

On April 23, 2019, the BOT awarded a contract to American Shoreline Restoration, Inc in the amount of \$104,882.00 for the restoration of 3,720 linear feet of golf course lake banks via the installation of geo-tubbing and soil reclamation from the lakes. Due to the continued erosion problem along the banks of the canal between Barefoot Circle and the ABM worksite, staff solicited a change order from the vendor to add geo-tubbing to this waterway. In absence of approval of this change order, staff will continue the periodic time intensive repairs to the northern lake bank (removal of fence, deposit of fill dirt, compaction as possible, sodding and re-erection of fence panels).

Staff believes the approval of this change order is a cost-effective way to improve the safety of the area for maintenance crews and to ensure continued adequate flow from the Golf Course lake during and after periods of heavy rainfall.

Staff recommends the BOT approve American Shoreline Restoration, Inc. change order #1 in the amount of \$8,910.00 and instruct staff to transfer the required amount from R&M/Capital Contingency to said account.

American Shoreline Restoration Inc.

4521 PGA Blvd. Suite 134 • Palm Beach Gardens, FL 33418

1 - 888 - 753 - 7633 • Email: ba33418@yahoo.com

August 26, 2019

Ernie Cruz - Course Superintendent
1225 Barefoot Blvd
Sebastian, FL 32976

Via email to: ecruz@bbrd.org

RE: lake erosion repair - ABM Maintenance site

Change Order #1

American Shoreline Restoration (ASR) agrees to repair a total of 270 linear feet (LF) of shoreline at Barefoot Bay Golf Course, adjacent to the ABM Maintenance site.

The repair will be performed during the same time as the work per Agreement dated March 11, 2019. This additional work will be referred to as "change order # 1".

The total cost is \$33 per LF times 270 = \$8910 due at project completion.

All aspects of the March 11, 2019 Agreement are applicable to this Change Order.

SUBMITTED BY:

ACCEPTED ON _____ (date)

For: Barefoot Bay Golf Course

electronically signed -
William Anderson

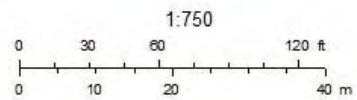
William Anderson - President / Owner
American Shoreline Restoration

By: _____
Authorized Signature

Brevard County Property Appraiser



October 30, 2019



2846850
EagleView Pictometry BCRAO

For illustration only. Not a survey. Map layers may not precisely align.
© BCRAO 2015

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is made and entered into this 22 day of July, 2019, by and between **BAREFOOT BAY RECREATION DISTRICT**, (hereafter referred to as “BBRD”), whose address is 625 Barefoot Boulevard, Barefoot Bay, Florida 32976 and American Shoreline Restoration, Inc. (hereafter referred to as “Contractor”) whose address is 4521 PGA Blvd., Suite 134, Palm Beach Gardens, FL 33418.

RECITALS

WHEREAS, BBRD is a mobile home recreational district in the State of Florida; and

WHEREAS, Contractor is in the profession of erosion control, erosion restoration and shoreline restoration, and is licensed in the State of Florida as a General Contractor; and

WHEREAS, BBRD is desirous (Board of Trustees Agenda Memo attached and specifically incorporated herein as Exhibit “A”) of engaging contractor to: lake bank restoration at the Barefoot Bay Golf Course, 1223 Barefoot Blvd., Barefoot Bay, FL 32976; and

WHEREAS, it is determined to be in the mutual advantage of BBRD and Contractor to enter into this Agreement set forth herein.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, Contractor’s specific agreement to the terms hereof, and the monies to be paid hereunder, BBRD agrees to hire Contractor and Contractor agrees to perform the Services for BBRD upon the following terms and conditions:

AGREEMENT

1. **Recitals**. The above recitals are true and correct, form a material part of, and are incorporated into this Agreement.

2. **Scope of Services**. Contractor hereby agrees to perform the following services for BBRD during BBRD’s normal business hours and/or any hours as may be mutually agreed upon between BBRD’s officers and Contractor:
 - (A) Install 3,720 linear feet of geo-tubing stabilization as detailed in the contractor’s bid (Bid is attached and specifically incorporated herein as Exhibit “A”);
 - (B) Work to be performed at Barefoot Bay Recreation District Golf Course 1223 Barefoot Blvd., Barefoot Bay, FL 32976;
 - (C) Work to commence no later than May 01, 2020;
 - (D) Site to be restored per bid specifications and cleaned of all debris and adjacent landscaped areas restored to conditions as found prior to start of work; and
 - (E) Secure all permits as required by regulatory agencies.

Contractor specifically agrees to maintain any and all appropriate local, State, and/or Federal licenses necessary to perform work as outlined in the Scope of Services.

3. **Compensation.** BBRD will pay Contractor the sum of \$104,880.00 plus permitting costs as follows:
 - a. \$42,000.00 deposit no later than January 15, 2020
 - b. \$62,882.00 upon final acceptance by BBRD

Contractor shall invoice BBRD upon completion of each phase listed above and BBRD shall make payment to contractor within 14 days of receipt of invoice.

4. **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.

5. **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

6. **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.

7. **Warranty.** Contractor provides the following warranties:
 - a. Materials:
 - 15 years from date of completion of project.
 - b. Workmanship of installation:
 - 15 years from date of completion of project.

8. **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.
9. **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.
10. **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.

11. **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

12. **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.
13. **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.

18. **Cooperation.** The parties agree to execute such reasonable necessary documents upon advice of legal counsel in order to carry out the intent and purpose of this Agreement as set forth herein.
19. **Gender and Number.** Unless the context otherwise requires, references in this Agreement to any gender shall be construed to include all other genders, references in the singular shall be construed to include the plural, and references in the plural shall be construed to include the singular.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

“BBRD”

BAREFOOT BAY RECREATION
DISTRICT

By: _____

Joseph Klosky

Printed
Name: _____

Joseph Klosky

Date: _____

July 22, 2019

“CONTRACTOR”

AMERICAN SHORELINE
RESTORATION, INC.

By: _____

William Anderson

Printed
Name: _____

WILLIAM ANDERSON

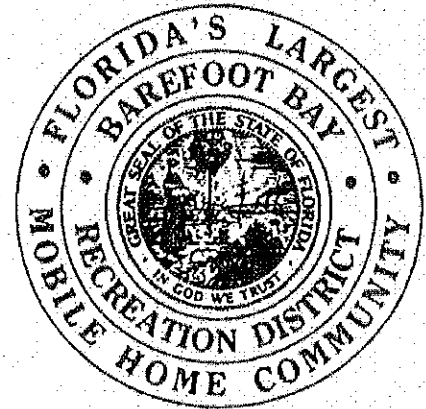
Date: _____

July 11, 2019

Exhibit A

Board of Trustees Meeting Agenda Memo

Date: April 23, 2019
Title: **Golf Course Lake Bank Restoration,
Phase 6: Discussion of Options**
Section & Item:
Department: R&M/Capital
Fiscal Impact: N/A
Contact: Ernie Cruz, Certified PGA Professional and
John W. Coffey, ICMA-CM, Community
Manager
Attachments: Email from St. John's Water Management
District (SJWMD) official and excerpt of
SJWMD policy
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community
Manager



Requested Action by BOT

Direction to staff regarding type of lake bank stabilization desired

Background and Summary Information

At the April 12, 2019 BOT meeting, staff requested the award of contract for lake bank stabilization be tabled until the May 10th meeting so a discrepancy could be resolved. Prior to soliciting the additional quotes requested by the BOT (on April 12th), staff contacted St. John's Water Management District to clarify if any of the additional types of stabilization were prohibited. Attached is the email received and excerpt of SJWMD policy. Below is a pertinent excerpt of the e-mail.

"...please see attached the District criteria for pond side slopes in the attached under Section 2.6.1 at the bottom of the page. The criteria requires that slopes steeper than 4:1 be fenced or otherwise restricted from public access, so a vertical retaining wall would fall under this."

Hence, staff requests direction regarding how to proceed in the solicitation of additional information for the May 10, 2019 BOT meeting.

Below in italic is text and a condensed table from the April 12th BOT Meeting agenda memo.

Due to the abandonment of the long-term financing by the current BOT, the FY19 Budget has surplus fund balance to fund additional projects. The Lake Bank Restoration, Phase 6 project was one identified and recommended by staff for funding. The BOT at the January 31, 2019 FY20-24 5yrFM&CIP Workshop agreed by consensus to pursue this project in FY19 at an estimated cost of \$87,000.00. Additionally, at said workshop, Trustee Wheaton requested staff research an optional scope of work (retaining wall around Green #10) to be funded in FY19. Staff solicited the following quotes/estimates

Exhibit A

	Geo-tubing	#10 Retaining wall
American Shoreline Restoration, Inc.		
3,720 linear feet	104,882	
Anchor Marine Services		
3,860 linear feet	136,320	
Land and Sea Marine (210 ft. of seawall)		\$50,000-\$60,000
Dock Side Builders (210 ft. of seawall)		24,000

(above table condensed from original)

Additionally, Trustee Henderson has identified the following alternates to geo-tubing:

- *Lee Composites (fiberglass interlocking seawall)*
- *Gabon Retaining Walls (monolithic gravity mass structures)*

The following options are available to the BOT:

- *Award contract for all geo-tubing sections (using additional fund balance above the \$87,000.00)*
- *Award contract for only a portion of the geo-tubing proposals. The vendors have indicated their willingness to honor componential pricing per the quotes. Hence, if the BOT wishes to stay within the \$87,000 included in the FY20-24 5yrFM&CIP "FY19 Year-end Estimate," the removal of Hole #14 geo-tubing from the American Shoreline Restoration, Inc. proposal would suffice.*
- *Award contract for the seawall on Green #10 and use the balance of the \$87,000.00 to fund an additional section of geo-tubing, thereby staying within budget.*
- *Award contract for the seawall on Green #10, and all quoted geo-tubing by American Shoreline Restoration, Inc. using additional fund balance above the identified \$87,000.*
- *Table this topic and instructed staff to solicit quotes for alternates identified by Trustee Henderson*
- *Alternate course of action as directed by the BOT.*

Staff request direction from the BOT regarding how to proceed.

American Shoreline Restoration Inc.
4521 PGA Blvd. Suite 134 • Palm Beach Gardens, FL 33418
1 - 888 - 753 - 7633 • Email: ba33418@yahoo.com

March 11, 2019

Ernie Cruz - Course Superintendent
1225 Barefoot Blvd
Sebastian, FL 32976

Via email to: ecruz@bbrd.org

RE: lake erosion repair adjacent to holes 14, 10 & 12, and, 10 & 17

Bid / Agreement

American Shoreline Restoration (ASR) agrees to repair a total of 3720 linear feet (LF) of shoreline at Barefoot Bay Golf Course. The repair includes 840 LF adjacent to hole 14, 1400 LF adjacent to holes 10 & 12, and 1480 LF adjacent to holes 10 & 17.

The entire project will receive one layer of permanent geo-tube constructed of "404 woven" monofilament polypropylene, with a layer of polyethylene for added UV protection. The green on hole 10 will receive a double layer of "404 woven" permanent geo-tube for approximately 150 LF due to the steep erosion drop-off.

The entire project will receive a second - fully filled - "sacrificial" geo-tube layer that will provide fill material used to create a 4:1 slope above the permanent geo-tube - AND provide excess fill that will be pushed into the water to create a small beach or shallow area (depending on depth) immediately adjacent to the edge of the permanent geo-tube. .

The entire installation will conform to the State of Florida Water Management District specifications for "non bulkhead / lake maintenance" geo-tube repair. The project will gain an average of 3 feet of new land when completed.

All existing lakeside drain pipes will be extended under the geo-tube installation with Sch. 40 PVC or double wall ADS piping. Irrigation intake pipes will be incorporated into the geo-tube installation and will be unaffected by the installation.

The cost per linear foot as outlined below, includes the purchase and installation of Bermuda 419 sod, and is the total "turn key" cost to Barefoot Bay Golf Course.

(Barefoot Bay / ASR Bid / Agreement - page 1 of 2)

Exhibit A

Hole # 14 =	840 linear feet times \$27 =	\$22,680
Hole # 10 & 12 =	1400 linear feet times \$27 =	\$37,800
Hole # 10 & 17 =	<u>1480</u> linear feet times \$30 =	<u>\$44,400</u>
TOTAL	3720	\$104,880

ASR offers interest free payments with a 40% deposit (\$41,952) and the balance due (\$62,928) payable in 48 equal monthly installments of \$1311.

ASR scope of work includes all material, equipment, supplies, labor, sod, and sod installation expense necessary to restore the shoreline according to the descriptions and pictures depicted in the ASR brochure and this Agreement.

ASR warrants all geo-tube installations against defects in material and workmanship, and will repair or replace, at our option, any such defects at no charge, for a period of fifteen (15) years after completion.

Work will progress on weekdays until completed, weather permitting. Project completion rate is approximately 100 LF per day. Start date to be determined.

SUBMITTED BY:

ACCEPTED ON _____ (date)
For: Barefoot Bay Golf Course

electronically signed -
William Anderson

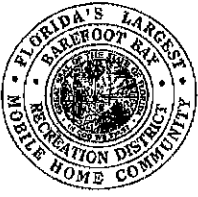
William Anderson - President / Owner
American Shoreline Restoration

By: _____
Authorized Signature

Please call (561) 436 - 4446 upon Agreement acceptance to establish start date.

Gen. Liability - Cove Insurance Inc. (561) 775 - 7076, policy # CLS 1474584;
Workers Compensation - Capricorn Coverage Inc. (561) 499 - 3922, policy # WC
038173-01; Vehicle insurance - Allstate (561) 622 - 5200, policy # 048291853.
CERTIFICATES OF THESE POLICIES WILL BE FURNISHED PRIOR TO
PROJECT COMMENCEMENT. Barefoot Bay will be additional insured.

(Barefoot Bay / ASR Bid / Agreement - page 2 of 2)



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting
April 23, 2019
7PM –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on April 12, 2019 Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 7PM.

Pledge of Allegiance to the Flag

Led by Mr. Wheaton.

Roll Call

Present: Mr. Klosky, Mr. Wheaton Ms. Henderson, Mr. Diana, and Mr. Loveland. Also present Jason Pierman, SDS, John W. Coffey, ICMA-CM, Cliff Repperger, General Counsel and Dawn Myers, District Clerk.

Minutes

Ms. Henderson made a motion to approve the minutes for April 10, 2019. Second by Mr. Loveland. Motion carried unanimously.

Treasurer's Report

Mr. Diana made a motion to approve the Treasurer's Report for April 23, 2019 as read. Second by Mr. Wheaton. Motion passed unanimously.

Audience Participation

Mr. Paul Preston discussed an issue he has with the Over 60 Softball League regarding his suspension from the team. He asked the Board for assistance in his case against the League.

Mr. Jack Reddy shared a concern about the articles in the Tattler by Mr. Frank Cavaliere concerning his dissatisfaction of the Board's actions while encouraging them to borrow money to support the various proposed projects in the Bay. He suggested the Trustees respond with their own articles in the Tattler stating all their positive accomplishments thus far.

Ms. Nancy Elsele announced the National Day of Prayer on May 2nd at 12pm under the Oaks by the old administration building.

Mr. Doug McGrath voiced his dissatisfaction regarding the nets that have been down on the golf course for (4) months. He shared his dissatisfaction with the fact that other amenities such as the pools get regular attention, but the golf course has been waiting for the nets for months.

Unfinished Business

Golf Course Lake Bank Restoration

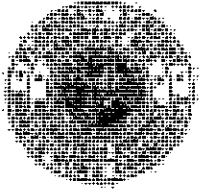


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**BAREFOOT BAY
RECREATION DISTRICT**

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Mr. Diana made a motion to Award contract for all geo-tubing sections to American Shoreline Restoration for \$104,882. Second by Ms. Henderson. Motion carried unanimously.

Over 60 Softball League Donation

The Board accepted a donation of \$250 from the Over 60 Softball Association for the purchase of two Rainbow Eucalyptus trees for the landscaping at the new Administration Building.

Mr. Diana made a motion accept the donation of \$250.00 from the Over 60 Softball Association for the purchase of two Rainbow Eucalyptus trees to be planted once the Old Administration Building is removed and the site graded. Second by Mr. Loveland passed unanimously.

Building A RFP Committee Recommendation

Mr. Coffey and the rest of the Building A Renovation RFP Committee met twice to open and evaluate two bids. The bids were submitted by Reynolds Construction (contractor for the New Administration Building) and Parkit Construction. As a result of the evaluation, the committee has determined that neither bid meets the desired requirements stated in the RFP. Mr. Coffey recommended the BOT instruct staff to solicit a proposal from TLC to develop detailed construction plans for the project for consideration at a future BOT meeting.

Mr. Loveland made a motion to accept the recommendation from the Building A RFP Committee not to move forward with either of the bids received and release another RFP in November 2019. Second by Ms. Henderson. Motion carried unanimously.

Location of Pool #1 New Pit, Heater Building and Possible Relocation of the Smoking Area

Mr. Coffey provided several options for the relocation of the new pool pit for Pool 1 currently out for proposal. Board discussion relating to the best placement of the new pool pit ensued.

Mr. Loveland made a motion to put the pit in the current smoking section and relocate the smoking area within reasonable distance from the Lounge at another meeting. Second by Ms. Henderson. Mr. Diana opposed. Motion passed 4-1.

Selection of RFP Evaluation Committee Member for Pool #1 New Pit, New Heater Building and Pool #2 New Pit

Mr. Loveland volunteered to fill the seat on the Pool #1 New Pit, New Heater Building and Pool#2 New Pit RFP Committee. Ms. Henderson made a motion to select Mr. Loveland to the Trustee seat on the RFP Committee. Mr. Coffey announced that Mr. Roger Compton will be the resident voting member, Mr. Matt Goetz, Property Services is the staff voting member. Mr. Coffey and Mr. Klosky will be the two non-voting members on the committee.

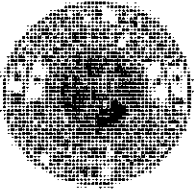


Exhibit A
**BAREFOOT BAY
RECREATION DISTRICT**

Manager's Report

Resident Relations

- ARCC Update
 - o April 16th meeting: 11 consent approved, 14 non-consent (10 approved, 2 approved with stipulations & 2 denied).
 - o April 30th is the next meeting (New Administration Conference Room at 9am) with 30 permits on the agenda (13 consent and 17 other)
- Violations Committee Update
 - o April 26th meeting has 12 cases on the agenda
 - o May 10th is the next meeting

Food & Beverage

- **Mother's Day Brunch** – Tickets are on sale for a Mother's Day Brunch at the Lounge, the 19th Hole and the New Administration Building. The brunch will be Lakeside of the Lounge from 9am until noon. The Dave Capp Jazz duo will perform.
- **Father's Day Clam Bake** – Tickets go on sale May 13th.

Flyers with all the details are posted.

Golf-Pro Shop

- Course has been sprayed with aggressive weed killing chemicals to assist Bermuda transition. This process WILL turn the golf course yellow, brown, and white. It will not kill the grass, but it may look dead.
- Employee Golf Tournament May 18th: Course closed until 1:30pm that day as in the past.
- May 23rd: UEC Invitational Tournament. 8:30am Shotgun start (Full)
- Jr. Camp will begin in June. Exact dates will be determined on May 1st. Look for signup sheets in pro shop May 6th.
- Completed reimbursement paper work for 100% reimbursement \$50,000 state grant and submitted said paperwork to the State of Florida.

Property Services

- Began excavation of test pit sites (3 of 5 complete)
- Replaced missing/damaged hurricane straps at the beach property
- Misc. beach maintenance
- Replaced LED fixture in Building A parking lot
- Replaced burned out light at the tennis courts
- Began restriping of the traffic circle in front of Building A
- Made repairs to all 3 A/C units in building A
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- Continued solicitation of quotes/bids for various projects



Exhibit A BAREFOOT BAY RECREATION DISTRICT

- Facilitated site inspection for CVO donated pavilion. Revised quote for installation (with permitting cost included) is \$41,197.00 which is \$803.00 less than previously approved by the CVO and BOT.
- Still waiting on FPL and Spectrum for relocation of pedestals and OAB FPL disconnect and NAB cable connection

General Information

- **FY20 Working Draft Budget (WDPB):**
 - BOT Budget Workshop are scheduled as follows:
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 - Tues., May 7th in Building D/E at 7pm
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Attorney Report

General Counsel Repperger discussed the Item from the previous meeting regarding nuisance flags. He stated that though there are no restrictions on nuisance flags in the DOR there are restrictions on flying multiple flags on one flagpole.

Trustee Incidental Remarks

Mr. Loveland had no comment at this time.

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Ms. Henderson stated that she is thrilled about the installation of the lake banks. She also announced that she will hold a golf meeting on Thursday, April 24, 2019 at 10am in Building D/E.

Mr. Klosky requested the Trustees please give advance notice about absences from the Budget meetings and Board meetings.

Adjournment

Next meeting will be on May 10, 2019 at 1pm in Building D/E.

Mr. Wheaton made a motion to adjourn. Second by Ms. Henderson.

Meeting adjourned at 8:15pm.

Steve Diana, Secretary

Dawn Myers, District Clerk



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting
April 23, 2019
7PM –Building D&E

Meeting Called to Order

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Led by Mr. Wheaton.

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Present: Mr. Klosky, Mr. Wheaton Ms. Henderson, Mr. Diana, and Mr. Loveland. Also present Jason Pierman, SDS, John W. Coffey, ICMA-CM, Cliff Repperger, General Counsel and Dawn Myers, District Clerk.

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Meeting adjourned at 8:15pm.

Steve Diana, Secretary

Dawn Myers, District Clerk

Board of Trustees

Meeting Agenda Memo

Date: Friday, November 8, 2019

Title: **Neighborhood Revitalization Program (NRP) Purchase Confirmation: 969 Laurel Circle**

Section & Item: 9.K.

Department: R&M/Capital Projects

Fiscal Impact: Acquisition costs \$18,899.10 (including taxes and recording fees)
Estimated demolition costs: \$4,500.00

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

Attachments: Purchase Authorization, Quit Claim Deed

Reviewed by

General Counsel: Yes

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



Requested Action by BOT

Confirm NRP purchase.

Background and Summary Information

On or about October 8, 2018, BBRD entered into a Land Home Purchase Agreement with Bonnie J. Gentile F/K/A/ Bonnie J. Arseneault for the acquisition of 969 Laurel Circle, Barefoot Bay, FL 32976 as authorized by the Neighborhood Revitalization Program BOT Sub-Committee.

The subject transaction closed on or about October 17, 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 \$7,500.00 and not exceed \$25,000.00 by staff toward the acquisition of a target property identified by the Sub-Committee in accordance with NRP rules 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.



NRP BAREFOOT BAY RECREATION DISTRICT

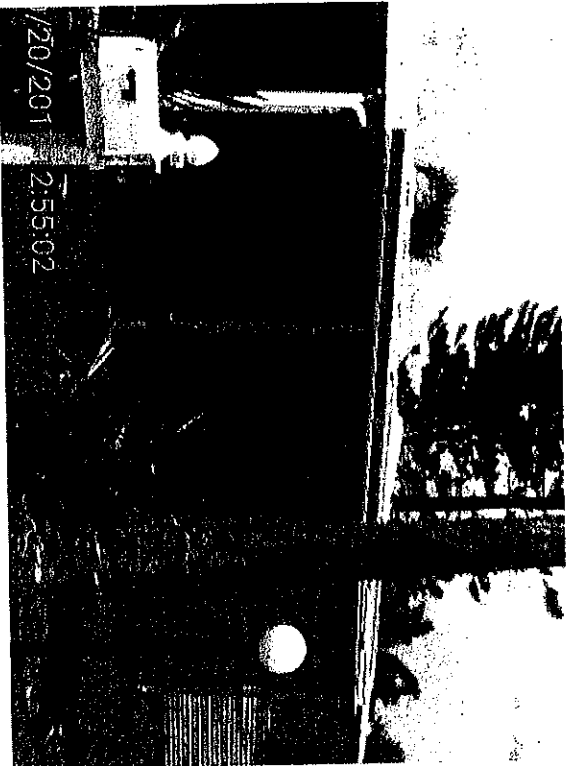
Address: 969 Laurel Circle

Sale price: \$10,000

Past Due taxes: \$5592.00

Barefoot Bay Lien \$4546.00

Estimated cost to remove: \$4,500.00




David W. Heathon-NRP Chairman

Physical Address
931 Barefoot Boulevard # 1
Barefoot Bay, FL 32976-9233

(772)664-4839-Phone
(772)664-7552-Fax
www.bbrd.org

Billing Address
625 Barefoot Boulevard
Barefoot Bay, FL 32976-7305

PREPARED BY & RETURN TO:

Clifford R. Repperger, Jr., Esquire
ROSSWAY SWAN TIERNEY BARRY
LACEY & OLIVER, P.L.
One Harbor Place
1901 S. Harbor City Boulevard, Suite 500
Melbourne, FL 32901

PARCEL TAX ID # 30-38-10-JU-114-35

Actual Consideration: \$10,000.00

QUIT CLAIM DEED

THIS INDENTURE, made this 17 day of October, 2019, between **BONNIE J. GENTILE (FORMERLY KNOWN AS BONNIE J. ARSENEAULT)** ("Grantor") whose address is 39 First Street, Apt. A-1111, Worcester, MA 01602 and **BAREFOOT BAY RECREATION DISTRICT, BOARD OF TRUSTEES** ("Grantee") whose post office address is 625 Barefoot Boulevard, Barefoot Bay, Florida 32796.

WITNESSETH that the Grantor, for and in consideration of the sum of **TEN AND NO/100THS DOLLARS (\$10.00)**, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in the County of Brevard, State of Florida, to wit:

Lot 35, Block 114, BAREFOOT BAY MOBILE HOME SUBDIVISION, UNIT TWO,
PART TWELVE, according to the plat thereof, as recorded in Plat Book 22, Pages 79 and
80, Public Records of Brevard County, Florida.

Together with a 1974 KIMB Doublewide Mobile Home ID#'s 3K44LB35634A and
3K44LB35634B.

Property Address: 969 Laurel Circle, Barefoot Bay, FL 33976

Grantor warrants that at the time of this conveyance, the Subject Property is not the Grantor's homestead within the meaning set forth in the Constitution of the State of Florida, nor is it contiguous to any homestead property of the Grantor.

SUBJECT TO zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision or condominium, the reference to which shall not operate to reimpose the same; public utility easements of record; and any unpaid real estate taxes.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto, including existing mobile home, belonging or in anywise appertaining; and the Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD the same in fee simple forever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered
in presence of:

Bonnie J. Gentile

Yanara Hugo Natal
Witness: Y Hugo

BY: *Bonnie J. Gentile*
BONNIE J. GENTILE
F/K/A BONNIE J. ARSENEAULT

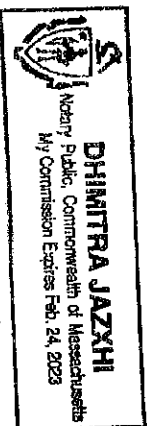
GINKA SIDOR

Witness: Gina Sidor

STATE OF MASSACHUSETTS
COUNTY OF Worcester

THE FOREGOING INSTRUMENT was acknowledged before me this 17th day of October, 2019, by BONNIE J. GENTILE F/K/A BONNIE J. ARSENEAULT, who personally appeared before me, [] is personally known to me or [] has produced Driver's license / passport US as identification.

Dhimitra Jazxhi
Notary Public DHIMITRA JAZXHI
Name: _____
My Commission Expires: _____



Board of Trustees Meeting Agenda Memo

Date: Friday, November 8, 2019
Title: **Utility Cart**
Section & Item: 9.L.
Department: R&M/Capital Projects
Fiscal Impact: \$8,751.83
Contact: Matt Goetz, Property Services Manager, John W. Coffey
ICMA-CM, Community Manager
Attachments: Quote 20669494, FY20 State purchasing agreement John
Deere
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Award of contract to Deere & Company in the amount of \$8,751.83 for a John Deere Gator TX utility cart.

Background and Summary Information

The FY20 Budget contains \$8,500.00 for an "Additional utility cart for the custodian supervisor." Staff solicited the following bid from Everglades Equipment Group via the Florida State Bid program.

\$8,751.83 John Deere Gator TX utility cart

Staff recommends the BOT award contract for a John Deere Gator TX utility cart in the amount of \$8,751.83 and instruct staff to execute a budget transfer of \$251.33 from R&M/Capital Contingency to said account.

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: 20669494
Created On: 22 October 2019
Last Modified On: 22 October 2019
Expiration Date: 29 November 2019

Equipment Summary	Suggested List	Selling Price	Qty	=	Extended
JOHN DEERE GATOR™ TX (Model Year 2020)	\$ 9,877.08	\$ 8,751.83	1	=	\$ 8,751.83
Contract: FL Ag & Lawn Equip 21100000-15-1 (PG F2 CG 22)					
Price Effective Date: May 21, 2018					
Equipment Total					\$ 8,751.83

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 8,751.83
Trade In	
SubTotal	\$ 8,751.83
Est. Service Agreement Tax	\$ 0.00
Total	\$ 8,751.83
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 8,751.83

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 20669494 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 GATOR™ TX (Model Year 2020)

Hours: Suggested List *
 Stock Number: \$ 9,877.08
 Contract: FL Ag & Lawn Equip 21100000-15-1 (PG F2 CG Selling Price *
 22) \$ 8,751.83
 Price Effective Date: May 21, 2018

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
571NM	GATOR TX (Model Year 2020)	1	\$ 8,749.00	12.00	\$ 1,049.88	\$ 7,699.12	\$ 7,699.12
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	12.00	\$ 0.00	\$ 0.00	\$ 0.00
0515	PR - All Terrain Tires including Cargo Box with Paint and Reflectors	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
3001	Deluxe Cargo Box with Paint and Reflectors	1	\$ 0.00	12.00	\$ 0.00	\$ 0.00	\$ 0.00
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			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
ROOF	CANOPY	1	\$ 500.00	0.00	\$ 0.00	\$ 500.00	\$ 500.00
BM23459	Front Bumper and Brush Guard	1	\$ 370.21	12.00	\$ 44.43	\$ 325.78	\$ 325.78
BM22767	Rear Bumper	1	\$ 257.87	12.00	\$ 30.94	\$ 226.93	\$ 226.93
Dealer Attachments Total			\$ 1,128.08		\$ 75.37	\$ 1,052.71	\$ 1,052.71
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 9,877.08		\$ 1,125.25	\$ 8,751.83	\$ 8,751.83



AMENDMENT NO.: 1

Contract Renewal

Contract No.: 21100000-15-1

Contract Name: Agriculture and Lawn Equipment

This Amendment ("Amendment"), effective as of July 1, 2017 to the Agriculture and Lawn Equipment Contract No. 21100000-15-1 ("Contract"), between the State of Florida, Department of Management Services ("Department") and Deere & Company ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

WHEREAS the Department awarded the above referenced Contract to Deere & Company for the provisions of Agriculture and Lawn Equipment; and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in section Q. "Renegotiation or Modification" of the Contract; and

WHEREAS the Parties agree to renew the Contract as provided in section 4.15 "Renewal" of Contract No. 21100000-15-1; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Contract Amendment

Section 4.12 "Records Retention" has been renamed to "Document Management", deleted it in its entirety and replaced with the following:

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at:<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

Section 4.13.1 "Access to Public Records" has been renamed to "Public Records," deleted in its entirety and replaced with the following:

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.



AMENDMENT NO.: 1

Contract Renewal

Contract No.: 21100000-15-1

Contract Name: Agriculture and Lawn Equipment

Solely for the purposes of this section the contract manager is the agency custodian of public records, unless another is designated per (e), below.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service;
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and
- (e) **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 THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Section 4.13.2 "Protection of Trade Secrets or Other Confidential Information" has been renamed to "Protection of Trade Secrets or Confidential Information," deleted in its entirety and replaced with the following:

Agriculture and Lawn Equipment
State Term Contract No.: 21100000-15-1



AMENDMENT NO.: 1

Contract Renewal

Contract No.: 21100000-15-1

Contract Name: Agriculture and Lawn Equipment

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

The Contractor will protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

Section 4.21 "Scrutinized Company List" has been renamed to "Contractor Certification," deleted it in its entirety and replaced with the following:

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S. Pursuant to section 287.135(5), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

Section 4.27.3 "Transaction Fee Reports" has been renamed to "Transaction Fees," deleted it in its entirety and replaced with the following:

Agriculture and Lawn Equipment
State Term Contract No.: 21100000-15-1

**AMENDMENT NO.: 1**

Contract Renewal

Contract No.: 21100000-15-1

Contract Name: Agriculture and Lawn Equipment

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

Section 4.27.4 "Diversity Reporting" has been deleted in its entirety and replaced with the following:

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

Section 4.32 "Cooperation with Inspector General" has been added as follows:

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for five years after the expiration



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

AMENDMENT NO.: 1

Contract Renewal

Contract No.: 21100000-15-1

Contract Name: Agriculture and Lawn Equipment

of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

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AMENDMENT NO.: 1

Contract Renewal

Contract No.: 21100000-15-1

Contract Name: Agriculture and Lawn Equipment

II. Contract Renewal. Pursuant to section 4.15 "Renewal," State Term Contract No. 21100000-15-1 is renewed for a period of three (3) years under the same terms and conditions, with a new contract expiration date of June 30, 2020.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

IV. Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

V. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

State of Florida:
Department of Management Services

Contractor:
Deere & Company

By: 

By: 

Name: ~~Debra Forbes~~ ERIN ROCK
Title: ~~Director of Finance and Administration~~ Chief of Staff

Name: JUDY BESS
Title: CONTRACT ADMINISTRATION

Date: 2-20-17

Date: 2-15-17

Board of Trustees**Meeting Agenda Memo**

Date: Friday, November 8, 2019
 Title: **Continuing Services Agreement with Family Pools, Inc.**
 Section & Item: 9.M.
 Department: Administration
 Fiscal Impact: N/A
 Contact: John W. Coffey ICMA-CM, Community Manager, Cliff Repperger
 Attachments: Draft Pool Services Agreement (BBRD and Family Pools)
 Reviewed by
 General Counsel: Yes
 Approved by: John W. Coffey, ICMA-CM, Community Manager

**Requested Action by BOT**

Approved execution of Agreement with Family Pools, Inc.

Background and Summary Information

On September 24, 2019, the BOT authorized award of a contract for pools Construction, Consultation, and Inspection Services to be awarded to Family Pools, Inc.

The following terms of Agreement apply:

\$250.00 per hour per professional hourly billing for positions involved in the provision of consultation and inspection services. One-way travel time from Port St. Lucie to BBRD is billable.

40% overhead/profit rate will be built into construction related proposals. Staff was able to get clarification that "overhead/profit" is all costs above materials and permitting costs.

The draft agreement sent to the vendor is attached. Any changes to the draft will be provided to the BOT prior to the meeting.

Staff recommends the BOT authorize Chairman Klosky to sign the agreement.

**INDEPENDENT CONTRACTOR AGREEMENT
FOR POOL CONSTRUCTION AND CONSULTATION SERVICES**

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2019, by and between **BAREFOOT BAY RECREATION DISTRICT**, (hereafter referred to as “BBRD”), whose address is 625 Barefoot Boulevard, Barefoot Bay, Florida 32976 and **FAMILY POOLS, INC.** (hereafter referred to as “Family Pools”) whose address is 873 SW South Macedo Boulevard, Port St. Lucie, FL 34983.

RECITALS

WHEREAS, BBRD is a mobile home recreational district in the State of Florida; and

WHEREAS, Family Pools provides “Pool Construction, Consultation, and Inspection Services” and is licensed in the State of Florida to provide said services; and

WHEREAS, BBRD is desirous of engaging a firm to provide “Pool Construction, Consultation, and Inspection Services;” and

WHEREAS, it is determined to be in the mutual advantage of BBRD and Family Pools to enter into this Agreement set forth herein.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties agree as follows:

AGREEMENT

1. **Recitals.** The above recitals are true and correct, form a material part of, and are incorporated into this Agreement.

2. **Scope of Services.** Family Pools hereby agrees to perform “Pool Construction, Consultation, and Inspection Services” for BBRD as specifically directed by BBRD. Such services shall include, but not be limited to, those services specifically referenced in BBRD Request for Qualifications #2019-04, which is incorporated herein by reference as Exhibit “A.”

Family Pools specifically agrees to maintain any and all appropriate local, State, and/or Federal licenses necessary to perform work as outlined in the Scope of Services.

3. **Fees for Services.** Family Pools will invoice BBRD for work performed at the following rates:

Consultation and Inspection Services: \$250.00 per hour per professional involved in the provision of services.

Construction Projects: Overhead and profit rate of 40%. “Overhead and profit” shall be interpreted to apply to all costs above materials and permitting costs. Construction

projects shall be submitted as separate proposals per job and shall be outside of hourly rate fees billed for consultation and inspection services.

Family Pools may bill travel time when engaging in Consultation and Inspection Services at the set hourly rate for one-way travel from Port St. Lucie to BBRD. Travel time shall not be separately billed as part of any Construction project proposal.

4. **Relationship of Parties/Insurance.** The parties hereby agree and intend that the relationship of Family Pools to BBRD is that of an independent contractor. Family Pools shall provide a copy Family Pool's Certificate of Liability, Workers Compensation, and Auto Insurance listing Barefoot Bay Recreation District as an additional insured in regard to Liability Insurance.
5. **Indemnification.** Family Pools 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 Family Pools, or anyone directly or indirectly employed by Family Pools, 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, Family Pools 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.

BBRD shall indemnify and hold harmless Family Pools 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 negligent actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the negligent 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 by BBRD or BBRD's agents. As part of this indemnification, BBRD agrees to pay, on behalf of Family Pools, the cost of Family Pool's legal defense as may be selected by Family Pools for all claims described in this paragraph. Such payment on behalf of Family Pools shall be in addition to any and all legal remedies available to Family Pools and shall not be considered to be Family Pools exclusive remedy. The parties acknowledge that specific consideration has been exchanged for this provision.

6. **Insurance.** Family Pools shall maintain and provide valid and current Certificates of Insurance (naming BBRD as an additional insured) at the following policy limits:

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.

7. **Term, Termination, and Renewal.**

- (a) This Agreement shall commence upon the last date of execution by either party (hereinafter, "Effective Date") and will continue through September 30, 2022. Thereafter, this Agreement may be renewed for an unlimited number of three-year terms upon written Agreement of both parties (executed on or before the expiration date of each subsequent term).
- (b) This Agreement may be terminated by either party, with or without cause, upon sixty (60) days prior written notice to the other; provided however, that if Family Pools terminates this Agreement, Family Pools shall, in accordance with the terms and conditions hereof, nevertheless wind up in an orderly fashion projects for BBRD which Family Pools began prior to the date of notice of termination hereunder.
- (c) Upon termination of this Agreement for any reason, Family Pools shall be entitled to receive such compensation for services rendered under the terms of this Agreement, but are unpaid, as of the date Family Pools ceases work under this Agreement. However, in the event that either party terminates this Agreement in advance of the conclusion of any full term, Family Pools shall not be entitled to receive any additional payment beyond those amounts due for services previously provided.

8. **Other Agreements.**

- (a) No alteration or modification of this Agreement shall be valid unless made in writing and executed by Family Pools and BBRD.
- (b) Family Pools and BBRD mutually represent that, to the best of their knowledge, neither currently has any agreement with, or any other obligation to, any third party that conflicts with the terms of this Agreement. The parties agree that they shall not intentionally and knowingly enter into any such conflicting agreement. BBRD and Family Pools each have the full authority to enter into this Agreement without consent or approval of any third party. Each party has had the opportunity to consult with legal counsel regarding the terms of this Agreement. This Agreement shall not be construed against either party as if they were the drafter of this Agreement.
- (c) This agreement is a non-exclusive Agreement. The parties agree that BBRD shall have the sole authority and right to hire other independent contractors to provide the same and/or similar services as Family Pools under this Agreement at any time.

9. **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, the prevailing party shall be entitled to recover all attorney’s fees and costs associated with the bringing such action.

10. **Notices.** All notices, requests, demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or mailed registered or certified mail, return receipt requested, and postage prepaid:

If to BBRD: John W. Coffey, Community Manager
Barefoot Bay Recreation District
625 Barefoot Bay Boulevard
Barefoot Bay, Florida 32976
jcoffey@bbrd.org

If to Family Pools: Frank Russo
Family Pools, Inc.
873 SW South Macedo Boulevard
Port St. Lucie, FL 34983
frank@familypoolsinc.com

or to such other addresses as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective on receipt.

E-mail correspondence can be used, but will not be considered official correspondence unless recipient acknowledges receipt of the message.

11. **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.
12. **Assignment and Binding Effect.** 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.
13. **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.
14. **Public Records.** All documents, maps, drawings, data and worksheets prepared by Family Pools for BBRD under this Agreement shall be deemed public records pursuant to Chapter 119, Florida Statutes and shall be maintained as public records by Family Pools. Family Pools agrees to provide access to such public records on the same terms and conditions that BBRD provides such public records and at a cost that does not exceed that provided for pursuant to Chapter 119, Florida Statutes or otherwise provided by law. Family Pools agrees to ensure that public records that are confidential and exempt from disclosure are not disclosed except as authorized by law. Family Pools 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 Family Pools deals with or develops during the course of this Agreement shall remain the sole and exclusive property of BBRD, and in no event shall Family Pools acquire any interest therein. Family Pools agrees that in the event of termination of this Agreement, Family Pools shall promptly return at no cost to BBRD all public records documents in Family Pools 's possession at the time of termination. Duplicate public records that are exempt or confidential shall be destroyed by Family Pools at the time of termination. Public records maintained by Family Pools 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.

IF FAMILY POOLS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FAMILY POOLS'S DUTY TO

**PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,
CONTACT STEPHANIE BROWN, THE CUSTODIAN OF PUBLIC
RECORDS AT:**

**STEPHANIE BROWN
625 BAREFOOT BLVD.
BAREFOOT BAY, FL 32976
(772) 664-3141
STEPHANIEBROWN@BBRD.ORG**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Family Pools, Inc.

By: _____
Frank Russo, President

Date _____

Barefoot Bay Recreation District

By: _____
Joseph Klosky, Chairman, BBRD

Date _____

Board of Trustees Meeting Agenda Memo

Date: Friday, November 8, 2019
Title: **FY19 Audit Planning Communications Letter**
Section & Item: 9.N.
Department: Administration, Finance
Fiscal Impact: N/A
Contact: Charles Henley, Finance Manager, John W. Coffey ICMA-CM, Community Manager
Attachments: BBRD-Planning Comm Ltr-Signed Adobe 10.31.19
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Review and Acknowledge the Audit Planning Communications

Background and Summary Information

According to Generally Accepted Government Auditing Standards (GAGAS), our independent auditor, Moore Stephens Lovelace, P.A., is required to communicate certain information with the officials of Barefoot Bay Recreation District during the planning stage of the District's Fiscal Year Ending September 30, 2019 financial statement audit.

Staff has received Fiscal Year 2019 Audit Planning under the guidelines of GAGAS from our independent auditor, Moore Stephens Lovelace, P.A. We have been directed to present the Audit Planning to the Board of Trustees of Barefoot Bay Recreation District. The Audit Planning outlines the Identification of Financial Statement Elements, Audit Objectives, Auditor Responsibilities, Management Responsibilities, General Audit Procedures, Internal Control Audit Procedures, Compliance Audit Procedures, Accounting and Reporting Issues, and Audit Schedule.

Of note, the Auditors anticipate conducting the fieldwork during December and then present the Audit findings to the BOT at one of the March 2020 BOT meetings.

Staff recommends the BOT acknowledge receipt of the Audit Planning Communications.



October 30, 2019

Board of Trustees
Barefoot Bay Recreation District
Barefoot Bay, Florida

Our professional standards require that we inform you of certain matters related to our audit of Barefoot Bay Recreation District, Florida's (the District) financial statements for the fiscal year ended September 30, 2019. This report is intended to convey those matters to you.

Our audit is designed to express an opinion on the basic financial statements of the District. We have performed an initial assessment of risk areas we consider significant to the risk of material misstatement of the District's financial statements. Based on our assessment, we intend to execute our audit plan using procedures to mitigate those risks.

Communication is an essential part of the audit process. After reviewing our plan, if you have any questions, concerns, or would like us to consider other matters, please contact me at (800) 683-5401 or you can reach me directly on my cell phone at (407) 715-0098.

We are dedicated to delivering the quality service you expect and deserve. We appreciate the opportunity to serve the District.

Respectfully submitted,

A handwritten signature in blue ink that reads "Joel A. Knopp". The signature is written in a cursive style.

Joel Knopp, CPA
Engagement Shareholder

mmb
Attachment

Barefoot Bay Recreation District, Florida
Audit Planning 2019
Required Communications Under *Government Auditing Standards*

Audit Schedule and Current Status

Below is a table of our agreed-upon audit schedule for the 2019 audit:

December 2019	Year-end fieldwork
January 2020	Review of Financial Statements
February 2020	Presentation to Board of Trustees
March 31, 2020	Submission to State

Accounting and Reporting Standards Impacting Governmental Audits

New Government Accounting Standards Issued

- ❖ *GASB 83 - Certain Asset Retirement Obligations.* This standard will become effective for fiscal year end September 30, 2019. This standard addresses accounting and financial reporting for certain asset retirement obligations (AROs). An ARO is a legally enforceable liability associated with the retirement of a tangible capital asset. This standard also establishes criteria for determining the timing and pattern of recognition of a liability and corresponding deferred outflow of resources for AROs. This standard is not expected to impact the District's financial statements.
- ❖ *GASB 84 - Fiduciary Activities.* This standard will become effective for fiscal year end September 30, 2020. This standard establishes criteria for identifying fiduciary activities of state and local governments. The focus of the criteria generally is on (1) whether the government is controlling the assets of the fiduciary activity, and (2) the beneficiaries with whom a fiduciary relationship exists. An activity meeting the criteria should be reported in a fiduciary fund in the basic financial statements. This standard is not expected to impact the District's financial statements.
- ❖ *GASB 87 - Leases.* This standard will become effective for fiscal year end September 30, 2021. This standard changes the accounting and financial reporting for leases by governments by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases. This standard establishes a single model for lease accounting based on the principle that leases are financings of the right to use an underlying asset. Under this standard, a lessee government is required to recognize a lease liability and an intangible right-to-use asset and a lessor government is required to recognize a lease receivable and a deferred inflow of resources. Management is aware of this standard and intends to properly evaluate the impact and ensure that any accounting and reporting impact is properly addressed in the year the standard is required to be implemented.

Barefoot Bay Recreation District, Florida
Audit Planning 2019
Required Communications Under *Government Auditing Standards*

Accounting and Reporting Standards Impacting Governmental Audits (Cont.)

New Government Accounting Standards Issued (Cont.)

- ❖ GASB 88 - *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements*. This standard will become effective for fiscal year end September 30, 2019. This standard clarifies which liabilities governments should include in their note disclosures related to debt. This standard requires that all debt disclosures present direct borrowings and direct placements of debt separately from other types of debt. This standard also requires the disclosure of additional essential debt-related information for all types of debt. This standard is not expected to materially impact the District's financial statements.
- ❖ GASB 89 - *Accounting for Interest Cost Incurred before the End of a Construction Period*. This standard will become effective for fiscal year end September 30, 2021. This standard establishes accounting requirements for interest cost incurred before the end of a construction period. This standard also reiterates that in financial statements prepared using the current financial resources measurement focus, interest cost incurred before the end of a construction period should be recognized as an expenditure on a basis consistent with governmental fund accounting principles. This standard is not expected to materially impact the District's financial statements.
- ❖ GASB 90 - *Majority Equity Interests - An Amendment of GASB Statements No. 14 and No. 61*. This standard will become effective for fiscal year end September 30, 2020. This standard will improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. This standard also requires that a component unit in which a government has a 100 percent equity interest account for its assets, deferred outflows of resources, liabilities, and deferred inflows of resources at acquisition value at the date the government acquired a 100 percent equity interest in the component unit. This standard is not expected to impact the District's financial statements.
- ❖ GASB 91 - *Conduit Debt Obligations*. This standard will become effective for fiscal year end September 30, 2022. This standard clarifies the existing definition of a conduit debt obligation, establishes a conduit obligation is not a liability of the issuer, establishes standards for accounting and financial reporting of additional commitments and voluntary commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations, and improving required note disclosures. This standard also addresses arrangements - often characterized as leases - that are associated with debt obligations. This standard is not expected to impact the District's financial statements.

New Auditing Standards Issued

There are no new auditing standards issued in the current year that would impact the District's audit.

Barefoot Bay Recreation District, Florida
Audit Planning 2019
Required Communications Under *Government Auditing Standards*

Significant Audit and Financial Reporting Issues Identified

The following is a list of audit areas we consider significant to ensure that we plan our audit to properly address the risk of material misstatement and noncompliance affecting your financial statements. Please review this list. If you have any questions, or believe the list is incomplete, please contact us to ensure that we have properly identified all significant areas.

- Internal control over financial accounting and reporting
- Information Technology (IT)
- Financial statement preparation procedures
- Capital assets accounting, including depreciation, project tracking, capital leases, etc.
- Investment policies and procedures, portfolio management, income allocation, etc.
- Revenue recognition policies and procedures
- Debt, including compliance with applicable covenants
- Payroll processing
- Net Position classifications
- Budgetary compliance and accountability
- Compliance with contracts, laws, regulations, and grant agreements

Identification of Financial Statement Elements

We will audit the District's basic financial statements for the year ended September 30, 2019. The basic financial statements include the Statement of Net Position and Governmental Funds Balance Sheets; Statements of Activities and Governmental Funds Revenues, Expenditures and Changes in Fund Balances; and Notes to the Financial Statements.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), budgetary comparison schedules, and other postemployment benefit schedules, to accompany the basic financial statements. As part of our engagement, we will apply certain limited procedures to the District's RSI, but it will not be audited. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it.

Barefoot Bay Recreation District, Florida
Audit Planning 2019
Required Communications Under *Government Auditing Standards*

Auditor Responsibilities

As your auditors, we are responsible for:

- Expressing opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles (GAAP) and to report on the fairness of the additional information referred to under **Identification of Financial Statement Elements** when considered in relation to the basic financial statements taken as a whole.
- Reporting on internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Informing you in our reports on internal control and compliance that the reports are intended for the information and use of the District, management, specific legislative or regulatory bodies; and is not intended to be, and should not be, used by anyone other than these specified parties.
- Informing you in advance of any reasons that would result in us issuing other than unmodified reports on the financial statements.
- Informing you that we may decline to express opinions or to issue a report as a result of this engagement if we are unable to complete the audit or are unable to form, or have not formed, those opinions.
- Conducting our audit in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; Chapter 10.550, *Rules of the Auditor General*; and other procedures we consider necessary to enable us to express such opinions and to render the required reports.
- Communicating to you the planned audit schedule. Page 2 of this report documents the timetable agreed upon with management for the September 30, 2019 audit.
- Communicating audit areas we consider significant to ensure that we plan our audit to properly address the risk of material misstatement to your financial statements. A list of those areas can be found on page 4 of this report.

Barefoot Bay Recreation District, Florida
Audit Planning 2019
Required Communications Under *Government Auditing Standards*

Auditor Responsibilities (Cont.)

- Communicating the concept of materiality. The concept of materiality recognizes that some matters, either individually or in the aggregate, are important for the fair presentation of your basic financial statements in conformity with GAAP, while other matters are not important. In performing the audit, based on our professional judgment, we assess matters that, either individually or in the aggregate, could be material to the financial statements. Our consideration of materiality is based on our professional judgment.
- Informing you that at the completion of the audit we will be requesting certain representations from management at the conclusion of the audit.
- Informing you regarding some general audit procedures, as well as procedures related to internal controls and compliance. Discussion of those items follows.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that comes to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from attorneys representing the District as part of the engagement, and they may bill the District for responding to these inquiries. At the conclusion of our audit, we will also require certain written representations from management about the financial statements and related matters.

Barefoot Bay Recreation District, Florida
Audit Planning 2019
Required Communications Under *Government Auditing Standards*

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Barefoot Bay Recreation District, Florida
Audit Planning 2019
Required Communications Under *Government Auditing Standards*

Governance and Management Responsibilities

Those charged with governance and management, except where indicated, are jointly responsible for:

- The basic financial statements and all accompanying information, as well as all representations contained therein in conformity with GAAP.
- Making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions.
- Acknowledging in the management representation letter that it has reviewed and approved the financial statements and related notes prior to their issuance and has accepted responsibility for them.
- Management has designated the Finance Manager as the responsible party for oversight of its audit.
- Establishing and maintaining internal controls, including monitoring ongoing activities; the selection and application of accounting principles; and the fair presentation in the basic financial statements in conformity with GAAP.
- Making all financial records and related information available to us and for the accuracy and completeness of that information. Adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the basic financial statements.
- The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. This responsibility includes informing us of any allegations of fraud, or suspected fraud, affecting the District received in communications from employees, former employees, grantors, regulators, or others.
- Identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants, and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.
- Establishing and maintaining a process for tracking the status of audit findings and recommendations.
- Identifying for us previous audits, other engagements, or studies related to the objectives discussed in the Audit Objectives section. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, other engagements, or studies. Management is also responsible for providing its views on our current findings, conclusions, and recommendations, as well as planned corrective actions.

Barefoot Bay Recreation District, Florida
Audit Planning 2019
Required Communications Under *Government Auditing Standards*

Auditor General

The following are compliance areas identified by the Auditor General to test on an annual basis if they are applicable and are determined to have a direct and material effect on the financial statements:

- Determine whether or not corrective actions have been taken to address significant findings and recommendations made in the preceding and second preceding annual financial audit reports.
- Address in the management letter any recommendations to improve financial management, accounting procedures, and internal controls.
- Address violations of provisions of contracts and grant agreements or abuse that has an effect on the financial statements that is less than material but worthy of management's attention.
- Disclose in the management letter, or in the notes to the financial statements, the name or official title and legal authority for the primary government.
- Include a statement in the management letter as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific conditions met.
- Apply financial condition assessment procedures in connection with our audit.

The following is a compliance area identified by the Auditor General where a separate opinion on compliance is reported:

- Review compliance with the provisions of Section 218.415, Florida Statutes, regarding the investment of public funds.

Independence

Moore Stephens Lovelace, P.A. and Moore Stephens Tiller LLC have been defined as a network within an association under the AICPA *Rules of Professional Conduct*. Management has confirmed to us that it is not aware of any prohibited relationship that would impair our independence under the AICPA *Rules of Professional Conduct* between our Firm and Moore Stephens Tiller LLC and its employees. We are also not aware of any such relationships.



Barefoot Bay Recreation District

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

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

Memo To: Board of Trustees
From: John W. Coffey, ICMA-CM, Community Manager
Date: November 08, 2019
Subject: Manager's Report

Resident Relations

ARCC Meeting 10/29/19

- 1 Old Business (denied)
- 21 Consent Items (approved)
- 7 Other Items (6 approved and 1 tabled)

ARCC Meeting 11/12/19.

Next agenda is due out November 5, 2019.

VC Meeting 10/25/2019

- 6 cases came into compliance prior to the meeting
- 7 Cases found in violation
- 1 is working with the homeowner

VC Meeting 11/08/2019

- 11 cases are on the agenda

Food & Beverage

The **Fun Bourbon, Whiskey and Cigar Event** will be held on Thursday, November 21st outside the 19th Hole from 3-6pm. Kenny Williams will entertain in the band shell. Tastings of new bourbons and whiskey will be offered, a variety of cigars for purchase and even a cigar roller! There will also be a special snack menu.

The **50th Anniversary of Woodstock party** will be held in Building A on Saturday, November 30th. Some tickets are still available at the Lounge, the 19th Hole or Administration Building.

Big Time Tributes presents its Classic Rewind concert at this year's Friday night kickoff event at the Barefoot Bay by the Lake Festival. Barefoot Bay residents may purchase tickets for lakeside reserved seating at the Administration Building. Field seats (\$5) may also be purchased at the Lounge, the 19th Hole and the CVO Office. There will be limited open free seating, so get your tickets early.

Flyers with all the details are posted.

Golf-Pro Shop

- Tournaments at BBRD Golf Course: Contact Pro Shop 664-3174 for details or sign up
 - Nov 16th Member/Member
 - 8:30 Shotgun
 - 18-Holers \$35.00
 - 9-Holers \$28.00
 - Sign up till November 13th
 - Dec 6th Night Golf
 - 5:00 pm
 - \$45 + tax/person
 - Sign up starts November 11th
- November 11th: To celebrate our Veterans, Any Vet playing golf this day
 - Free Hot Dog, Chips and Soda
- November 28th: Thanksgiving Day the course will close at 2:00 pm
 - Last cart out will be 10:00 am

Ernie says "*there are only 47 more shopping Days till Christmas*" so do not delay, come to the Pro Shop for all your official BBRD logo gifts.



Property Services

- Began upgrades of electrical panels at Building C and the Lounge
- Completed drainage work at the miniature golf course. Construction of concrete forms next task.
- Set up and tore down for the Trunk or Treat event
- Misc. painting and repairs around Pool 1
- Coordinated installation of the NAB generator propane tank and testing of unit.
- Worked with Brevard County to clean up the downed Oak Tree limb lost at Midway and Barefoot Blvd.
- Completed removal of storm shutters and replaced all shade structures
- Replaced security cameras at the beach
- Trimmed bushes and planted new vegetation in the back of the shopping center
- Continued soliciting bids and quotes for various projects

General Information

3rd Annual FY21 Budget Kick-off Town Hall Meeting – Monday, December 2, 2019 in Bldg. D/E starting at 7pm. This is the meeting you want to attend where you can voice your opinion about how BBRD should develop the FY21-25 Five-Year Financial Model and Capital Improvement Plan which will be reviewed by the BOT on January 30, 2020. Waiting till June (when the BOT adopts the budget) to make suggestions is a popular course of action but it usually is not fruitful. Be bold and do not wait till June to let your voice be heard. This is the meeting where you can ask a question of the BOT or possibly get a response from a Trustee (and/or Trustee-elect) to your comments unlike the public comment section of regularly schedule BOT meetings.

Steward Medical Lease Saga – In a meeting with Mr. Taylor, Acting Sebastian River Medical Center CEO, and Mr. McEachern, Sebastian River Medical Center CFO, I was informed they are no longer interested in leasing the unit at the Shopping Center as they now believe it is too small for their needs. They are interested in a short and long-term presence in BBRD and we discussed option and how they should research them prior to any future presentations to the BOT.