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## **PURPOSE**

### **PURPOSE**

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

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

The reasons for developing a Policy Manual include:

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

The Board of Trustees will conduct an annual review and adoption of the Policy Manual. Revised Policy Manuals will replace the out-dated policy manuals (if changes are made) in all Departments as soon as possible after adoption. The Department Managers will be responsible for replacing the Policy Manuals and the necessary review and training required by the updates. The Policy Manual will be updated and printed through the Administration Department of the Barefoot Bay Recreation District.

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

## **PART 1 GENERAL OPERATING POLICY**

### **1.0 TRAVEL POLICY**

Per diem and travel expenses of public officers, employees and authorized persons shall be reimbursed in accordance with Section 112.061, Florida Statutes. These basic policies apply to all BBRD travel:

- a. All travel if pre-authorized by the Community Manager
- b. Receipts are required for reimbursed expenses
- c. Rates of per diem and subsistence allowance and mileage rate for use of personal vehicles is reimbursed in accordance with Sec. 112.061, F.S.
- d. Expense reports that approved by the Department Head and Community Manager are reimbursed in a timely manner.
- e. ARCC committee members are reimbursed for travel expenses at a rate of \$5.00 per house permit in lieu of mileage as provided above.

A copy of Sec. 112.061 F.S. is attached for reference as Exhibit "A".

### **1.1 DISPOSAL OF SURPLUS PROPERTY**

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

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

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

1. A financial report showing the actual expenses and revenues for each month and year to date compared to the budget amount for the year for all departments and overall district.
2. A list of all equipment purchased, traded, sold, or removed from the Asset List from the previous meeting to the current report time. The list shall include the value, and in the case of removal, sale or trade, any plans to replace the equipment.
3. A listing of all capital projects showing the name of the project, percentage of completion and financial investment in the project compared to the budgeted amount. Revenues and Expenditures of any federal, state, or local agency grant funds applicable to any budgeted project shall be accounted for as separate line items.

The following report shall be provided at each meeting:

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

## **1.3 JOB INSTRUCTION TRAINING MANUAL**

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

## **Part 2      General Financial Policies**

### **2.0      ACCOUNTS PAYABLE**

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

#### **Sales Tax**

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

### **2.1      ACCOUNTS RECEIVABLE**

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

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

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

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

In cases where a property owner disputes the District's assertion that an assessment payment is delinquent, the District shall reimburse the property owner up to an amount of \$50.00 in bank fee charges incurred by the owner to obtain bank documentation which affirmatively demonstrates that payment of the

delinquent assessment was made timely by the owner. Such reimbursement shall be made only after verification of valid payment by the District, and in no instance shall District funds be advanced to an owner for such purpose prior to verification of valid payment.

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

### **2.3 CONVEYANCE OF PROPERTY**

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

### **2.4 PAYROLL**

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

Payroll timecards are completed by the employee and signed by both the employee and the department manager. All employees must use the accepted method of time keeping for recording time in and out as well as sick, vacation, and personal time off. Manual entries must be initialed by the supervisor.

### **2.5 RETIREMENT PLAN**

A retirement plan is available for any full time employees who wish to participate.

## **2.6 INVENTORIES**

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

A listing of all equipment for each department, with a purchase price greater than \$250 shall be maintained. Each item received is tagged with an all weather tag.

## **2.7 FIXED ASSETS**

A listing of all assets with a value of \$750.00 or more will be maintained, updated, and completed for each year by September 30<sup>th</sup>. Each item received is tagged with an all weather tag. Both additions and deletions to the asset list require approval by Community Manager. Each department manager is responsible for his / her department.

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

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

### **Fiscal Year and Budget Process**

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

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

April 1	Prior fiscal year Financial Statement and working draft of next fiscal year's Budget to be presented to Trustees.
First Week of April	First working draft presented to the Trustees
Third Week of April	Workshop for the Trustees to give their recommendations to the Community Manager.
Fourth Week of April	Publish prior fiscal year Financial Statement in generally circulated newspaper within Brevard County.
Third week of May	Workshop to present proposed draft for mail out to community and hear comments from both Trustees and citizens.

Barefoot Bay Recreation District  
Policy Manual  
**GENERAL FINANCIAL POLICIES**

Regular May Meeting	Adopt proposed draft for mail out to property owner of record and set Public Hearing date (must be 21 days after notice is published).
On or before Monday after May meeting	Publish notice of Public Hearing in newspaper of general circulation (must be 21 days prior to hearing). Mail proposed budget, proposed assessment rate, and prior year financial statements to all property owners of record.
June 20th to June 30th	Time frame for Public Hearing, for community input, on proposed budget, proposed assessment that was received in mail. Board will have to consider two resolutions. One to set the special assessment rate, and one to adopt the formal budget.
September 15	Deadline to certify the Non-Ad valorem Assessment Roll to Brevard County Tax Collector
September 30	Current fiscal year ends
October 1	New fiscal year starts

## **2.9 ESTABLISHING A NEW FUND**

It is the policy of the Recreation District to establish a new fund based on the criteria identified by the State of Florida in the Uniform Accounting System Manual. The manual recommends that only a minimum number of funds consistent with the legal and operational requirements of the District should be established. Each new fund adds complexity and costs to the administration of the District's financial system. A fund is defined as an independent fiscal and accounting entity consisting of a self-balancing set of accounts segregated for the purpose of carrying on specific activities in accordance with defined regulations, restrictions and limitations. This policy should address the following areas when opening a new fund:

### **Charter Reference**

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

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

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

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

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

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

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

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

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

## **2.11 BANK ACCOUNTS**

The District maintains one bank account: Operations Account.

<b><u>Account</u></b>	<b><u>G/L Account #</u></b>
General Fund	001-101000

Purpose: receipts and expenditures for the General Fund.

### **Investment Policy**

The District has an investment policy whereby the District can invest in various instruments and programs. The District currently participates in the State Board Association Pooled Investment Program (SBA) The interest earned on the SBA investments is recorded monthly. Funds moved out only by Board of Trustees resolution.

SBA Reserve -Emergency Reserve  
(Purpose: to reserve money for emergency needs).

SBA Reserve - Capital Reserve  
(Purpose: to reserve funds for capital expenditures).

SBA Debt Service  
(Purpose: to reserve funds for payment of long term debt).

Bank of America-Operations Reserve (Money Market)  
(Purpose: to reserve funds for emergency needs on a more accessible basis).

**2.12 LONG TERM DEBT-NOTES PAYABLE**

**Primary Mortgage Instrument**

In December, 1996 the Barefoot Bay Recreation District entered in a loan agreement (Obligation No. 18, Public Improvement Revenue Bond Series 1996 A) with Barnet Bank for the purchase of property, buildings, common grounds, facilities and recreation amenities. This bonded indebtedness or primary loan for the purchase of the above referenced items was in the amount of \$8,370,500.00. The loan is a variable interest rate loan and has a swap rate adjustment factor tied to bond prices and inflationary indexes. As a result, the amount of interest charged on the loan may vary from year to year. Payments are due annually to 2017. Copies of the original loan documents shall be maintained in safety deposit box located at the district's bank of record. The terms of loan established a principal and interest payment based on the following payment schedule:

**BAREFOOT BAY RECREATION DISTRICT  
REVISED AMORITIZATION  
\$8,370,500.00**

<u>Year</u>	<u>Payment</u>	<u>Principal Payment</u>	<u>Outstanding Balance</u>
1/31/1997	0		\$8,370,500.00
1/30/1998	1	\$223,904.00	\$8,146,596.00
1/31/1999	2	\$237,674.00	\$7,908,922.00
1/31/2000	3	\$252,292.00	\$7,656,630.00
1/31/2001	4	\$267,807.00	\$7,388,823.00
1/31/2002	5	\$284,277.00	\$7,104,546.00
1/31/2003	6	\$301,761.00	\$6,802,785.00
1/30/2004	7	\$320,318.00	\$6,482,467.00
1/31/2005	8	\$340,018.00	\$6,142,449.00
1/31/2006	9	\$360,930.00	\$5,781,519.00
1/31/2007	10	\$383,126.00	\$5,398,393.00
1/31/2008	11	\$406,689.00	\$4,991,704.00
1/31/2009	12	\$431,700.00	\$4,560,004.00
1/29/2010	13	\$458,250.00	\$4,101,754.00
1/31/2011	14	\$486,432.00	\$3,615,322.00
1/31/2012	15	\$516,348.00	\$3,098,974.00
1/31/2013	16	\$548,103.00	\$2,550,871.00
1/31/2014	17	\$581,811.00	\$1,969,060.00
1/30/2015	18	\$617,593.00	\$1,351,467.00
1/29/2016	19	\$655,574.00	\$695,893.00
1/31/2017	20	\$695,893.00	\$0.00

**Line of Credit Loan (Irrigation System)**

A second long term debt instrument-line was entered into on September 7, 2001 by the Barefoot Bay Recreation District with Bank of America Inc. (Obilgation No. 265, Public Improvement Revenue Bond Payable Series 2001. The principal amount borrowed was \$500,000 and was used for the installation of an irrigation system for the Golf Course. Annual installments are due through December, 2016. The payment schedule is established as follows:

**Bank of America \$500,000**

<u>Year</u>	<u>Amount</u>
2002	\$16,286.93
2003	24,429.53
2004	25,523.60
2005	26,788.16
2006	28,053.01
2007	29,377.59
2008	30,719.48
2009	32,215.18
2010	33,736.28
2011	35,329.19
2012	36,969.19
2013	38,742.89
2014	40,572.21
2015	42,487.90
2016	58,768.86

**Monthly Debt Payment**

The Long Term Debt is paid once per year. Payment on the original loan is due on January 31 annually and payment on the \$500,000 credit line is due on December 30 annually.

The Board of Trustees shall establish the level of monthly debt payment to these long term indentures. A monthly payment to the debt fund to cover repayment of the original loan and the \$500,000 credit line.

## **2.13 PROCUREMENT POLICY**

### **Ethical Standards and Their Application to Procurement**

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

### **Payment of Sales Tax**

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

### **Capital Budget Expenditures**

The Board of Trustees and Community Manager must approve all Capital budget purchases. Capital budget purchases or outlays are for the acquisition of or addition to fixed assets. They generally add value to the land or building, have a useful life of more than one year, are of a non-consumable nature, and must exceed \$750.00 in value.

Capital Budget expenditures are classified as:

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

**General Purchasing Requirements**

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

Department	Department Head or Designee
Administration	Community Manager or Designee

The Community Manager is authorized to approve budgeted expenditures of up to \$5,000.00 without Board authorization. All expenditures of \$5,000.00 or more shall be authorized by the Board of Trustees and have two authorized signatures on ANY check.

**Use of Purchase Orders-Competitive Pricing**

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

1. For purchases of up to \$749.99, a purchase order and competitive pricing is not required; however, obtaining quotations is recommended whenever practical.
2. For purchases of \$750.00 to \$14,999.99 informal quotes are required from at least two sources. A "No Bid" does not constitute a quote. These quotations should be submitted in writing, and kept on file in the accounts payable office and the requesting department.
3. For purchases in the amount of \$15,000.00 to \$29,999.99 written, signed bids are required from at least three sources. A "No Bid" does not constitute a bid. These bids should be kept on file in the accounts payable office and the requesting department.
4. For all purchases in the amount of \$30,000 or more, sealed bids are required and the Request for Proposal or Invitation to Bid Process must be followed (see Section 2.13).

**Blanket Purchase Orders**

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

**Exceptions to the use of Purchase Orders**

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

- Utilities
- Travel and Training advances (reimbursements are handled through A/P)
- Insurance Premiums
- Debt Service Costs
- Certain refunds and reimbursements

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

**Exceptions to Competition**

The competitive procurement process may be waived:

1. In defined emergencies, documented in accordance with the Emergency Purchases section of these policies.
2. For sole source procurements documented and approved in accordance with the Sole Source Purchases section of these policies.
3. For seminars registrations and professional membership dues and fees.
4. For purchase of local utility services for BBRD owned or operated facilities.
5. Postage expense, when billed by a vendor at the currently prevailing postage rates established by the U.S. Postal Service.
6. For proprietary equipment, repair or services.
7. Under other documented and justified circumstances approved by the Community Manager.

**Emergency Purchases**

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

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

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

1. The stated vendor is the only producer of the product or service, and no commercial substitute is available.
2. The information or data is proprietary.
3. The maintenance or repair requires specialized equipment or expertise, which is available only from the original vendor, or vendor representative.

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

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

**Awards Quotes/Bids under \$30,000**

Award recommendations exceeding \$5,000.00 will be submitted by the Community Manager for approval by the Board of Trustees, unless previously exempted or approved.

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

**Tie Bids**

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

**Waiver of Irregularities**

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

**Signatures on Contracts**

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

The Board of Trustees must approve and the Chair of the Board must execute contracts that exceed one year (1) in duration, including renewal term or that exceed \$5,000 in value.

**Change Orders or Amendments**

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

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

1. All change orders resulting in a cumulative net decrease to the initial cost of the contract to Barefoot Bay Recreation District.
2. All change orders increasing the initial contract cost by under 10%, provided sufficient documentation is provided.
3. All change orders or amendments involving procedural or other matters that will not result in any change to the contract's cost.

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

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

The purchase of all computer equipment, software, and related supplies and services shall have the approval of the Community Manager before a purchase order/contract is issued, including expenditures for telephone service and equipment, pagers, cell phones, fax machines, copiers, printers, digital cameras, computer training courses and manuals, storage media, database products, software/hardware maintenance agreements and software support, software upgrades, internet access, electronic subscriptions and any other type of data or voice service.

**Receiving and Approving Goods and Services**

1. It is the responsibility of each department to inspect all goods or services to determine their conformance with the specifications set forth in the purchase agreement.
2. If goods or services are not acceptable, the department manager take appropriate action and if necessary, notify the Community Manager.

**Services Performed on BBRD Property**

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

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

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

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

Comprehensive or Commercial General Liability Insurance (Including, but not limited to, the following Supplementary Coverages: (i) Contractual Liability to cover liability assumed under this Agreement; (ii) Product and Completed Operations Liability Insurance; (iii) Broad Form Property Damage Liability Insurance; and, (iv) Explosion, Collapse, and Underground Hazards (Deletion of the X,C,U Exclusions), if such exposure exists):

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

Automobile Liability Insurance:

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

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

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

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

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

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

The contract for services or use of an Employment Agency for temporary employees shall have the approval of the Community Manager up to a \$5,000.00. Any contract greater than \$5,000.00 will be brought to the Board of Trustees for approval.

**Unacceptable Purchasing Practices**

The following practices are prohibited:

1. Purchase of a product or service prior to obtaining an approved purchase order.
2. Splitting purchase orders into smaller amounts for the purpose of avoiding the need for quotations, or formal bidding.
3. Specifying a purchase as a sole source when other sources, or substitute products or services are available.
4. Miscoding purchases to accounts in order to avoid having to process a budget transfer.
5. Payment of Florida sales taxes.
6. Regular failure to take discounts.

## **2.14 FORMAL SEALED BIDS (FOR PURCHASES OF \$30,000 OR MORE)**

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

Formal bids are written documents issued by the Department Heads, and approved by the Community Manager, inviting potential contractors to submit sealed, written pricing for specific goods or services in conformance with specifications, terms, conditions and other requirements described in the bid invitation documents. Formal bids shall be utilized to document procurements of goods and contractual services with an aggregate cost of \$30,000 or more.

Request for Proposals or Request for Qualifications (RFP's, RFQ's) are written documents issued by the Department Heads and approved by the Community Manager, inviting potential vendors to submit sealed proposals for specific professional services or goods in conformance with the scope of services, terms, conditions and other requirements described the RFP documents. RFP's are utilized for procurements of professional services or goods with an aggregate cost of \$30,000 or more. At the time of publication of the RFP/RFQ a copy shall be furnished to each member of the Board of Trustees.

RFQ's/RFP's for engineers/consultants will follow Sec. 287.055 F. S. Request for Proposals/Qualifications. RFQ's/RFP's shall be publicly advertised as provided by law or otherwise.

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

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

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

**Award of Bids**

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

1. The ability, capacity, equipment, and skill of the quoter/bidder to perform the contract.
2. Whether the quoter/bidder can perform the contract within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience and efficiency of the quoter/bidder
4. The quality of performance on previous contracts.
5. The previous and existing compliance by the quoter/bidder with laws and ordinances relating to the contract.
6. The sufficiency of the financial resources to perform the contract to provide the service
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
8. The ability of the quoter/bidder to provide future maintenance and service.
9. The number and scope of conditions attached to the quote/bid.

**Waiver of Irregularities**

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

**Evaluation Committee**

An evaluation (selection) committee will be established for review of all Request for Proposals (RFPs). The evaluation committee should be identified in the Board agenda requesting permission to issue the RFP. If not in the Board action, the evaluation committee must be identified prior to the solicitation advertisement.

Members shall consist of at least one (1) user department representative, one (1) non-user department representative and one (1) Board member to the evaluation teams. The Community Manager and Board Chairman shall serve on the committee as non-voting members.

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

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

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

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

Barefoot Bay Recreation District  
Policy Manual  
**GENERAL FINANCIAL POLICIES**

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

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

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

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

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

**Vendor Complaints & Disputes (Protests)**

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

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

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

**2. Posting of Formal Sealed Proposals**

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

**3. Proceedings for Protest of Award**

Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Community Manager within five (5) business days of the posted award recommendation.

The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse affects and the relief sought. The Community Manager shall schedule the protest to be heard before the Board of Trustees prior to the Board's consideration of the intended award. The intended award vendor shall be given notice and an opportunity to be heard during the protest hearing.

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

**4. Stay of Procurement During Protests**

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

**GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

**Part 3 General Rules Applicable to District Facilities**

**3.0 GENERAL**

**Definitions:**

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

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

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

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

"Club or Social Club" shall mean a Club, Organization, or Resident Group consisting of a majority of residents of the Barefoot Bay Recreation District. Certified organizations intended to benefit Veterans or their families are not considered to be "clubs or social clubs."

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

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

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

"Guest " shall mean those persons normally residing outside of the subdivision while accompanied by a Social Member.

"Guest pass" shall mean a pass granting a guest rights to utilize District Facilities and shall include all privileges as defined by Temporary Social Membership.

**GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

“Invitee” shall mean any non resident who is invited by a member of an authorized Club, Organization, Resident Group for an activity or a specific event. An invitee has access only to the facility where the event is held.”

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

“Members” shall refer to those who are granted membership Under Section 3.1.

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

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

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

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

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

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

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

“Seasonal renter” shall mean a renter for less than one year.

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

“Temporary Social Membership” shall mean a membership obtained by a non-resident for the purpose of participating in activities at the 19<sup>th</sup> Hole and/or Building D & E, including but not limited to, alcoholic beverage purchases under the District’s Club license. Temporary Social Membership will be for one day, one event only. Name and address will be recorded when the Temporary Social Membership is obtained by a responsible party and documentation is submitted to the Community Manager.

## **GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

### **Objective**

1. The objective of the District shall be to provide recreational entertainment facilities for its members and guests including; Golf, Tennis, Swimming, Shuffleboard, Lawn Bowling, Basketball, Bocci ball, Horseshoes, Softball, Handball, Community Center Complex, Golf Clubhouse, Common Grounds, Beach property and Fishing pier.

### **Management**

1. The Board of Trustees (the Board) of the Barefoot Bay Recreation District (the District) shall be responsible for the operation and management of all its facilities. Their judgment shall be final in all questions involving interpretation of rules, regulations, fees and charges.
2. Office hours of the Community Center complex or other designated facility for the payment of membership fees will be as posted.

### **General Rules**

1. The District's facilities are available to members and open to the public and guests paying the appropriate fees and meeting membership requirements.
2. Guests may use District upon payment of appropriate fees.
3. Fees paid to the District are to be used at the discretion of the "Board."
4. The use of District facilities, including the golf course, may be limited or restricted by the board or by District management as necessary to allow all eligible persons to have reasonable use of District facilities without overcrowding.
5. District management reserves the right to refuse use of the District facilities to any person or group for violations of these rules. Any member delinquent in payment of monthly assessment fees more than 60 days in arrears shall be denied use of facilities.
6. District management reserves the right to ask the member to have their guest present at the time of obtaining a guest pass(es).
7. Residency in the District does not confer upon any member the unlimited right to use the District facilities.
8. Fees, assessments, and service charges shall be set by the Board.
9. Property owners shall be responsible for any debt incurred by the Property owner, their family, guests, or tenants.
10. The Property owner is responsible for the conduct and appearance of his/her guest(s) while using the District facilities.
11. Bathing attire is permissible only in the swimming pool deck areas, swimming pools and adjacent dressing rooms.
12. Golf membership shall be renewed annually.

**GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

13. District management may, for cause, suspend, cancel or revoke a property owner or non-property owner's social, family or golf membership, in addition to guest passes, by the following process:
  - A. Notification, in writing, of such proposed cancellation or suspension will be provided to the member.
  - B. The member may appeal the decision and request, in writing, a hearing before the Board.
  - C. The Board will render, in writing, a decision, taking into consideration the facts adduced at such hearing.
  - D. Where there is no request for hearing made by the member, the suspension or cancellation of privileges will take effect on the date specified in the original notice.
  - E. Upon notice and hearing, not limited to penalties, the Board may consider suspension or revocation at any time. Any revocation more than thirty (30) days must be approved by the Board.
14. All golf guests must be registered by the golf member, fees paid, receipts presented to starter, and if requested by the starter, member's current year's membership card must be presented.
15. Pets are not allowed in District Recreational facilities, except for service animals.
16. Special rules applicable to individual buildings will be conspicuously posted and observed by members and guests.
17. Beverage laws and license regulations forbid the bringing in of malt beverages and liquor for consumption on or in District facilities. Therefore, all malt beverages and liquor consumed on the premises must be obtained from District facilities.
18. Members or their guests shall not reprimand employees or exhibit discourteous or rude behavior to the employees of the District. Members or their guests shall exhibit good behavior while using District facilities. Fighting or the use of profanity may be grounds for suspension of membership privileges and removal from District Facilities. All complaints must be submitted in writing to the Community Manager for appropriate action.
19. A guest fee shall be charged in accordance with the fee schedule to any non-resident for use of District facilities. This fee shall not be charged to any non-resident using District facilities as an invitee for a club activity or social function conducted by any approved Club or Social Club or for social functions and events authorized by the District.
20. All non-property owners who intend to use District facilities must register on arrival and become social members of the District.
21. Children under age 12, must be accompanied by an adult when using District facilities.

## **GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

22. Commercial solicitation is prohibited while on District properties. The gathering of signatures for petitioning of elected officials is prohibited within buildings or upon District facilities. Bonafide nonprofit or 501(c) fundraising efforts shall be permitted.
23. Any organization or individual desiring to plant trees, shrubbery, flowers, or other vegetation on District property must have prior approval of District management. A landscaping and maintenance plan shall be submitted for review and approval prior to any planting activity. Any vegetation planted on District property shall become the property of the District. No removal of vegetation is permitted without District approval.

### **Identification Badges and Dress**

1. Identification badges are issued to identify members, their dependents, guests and renters. The issuance of badges will be controlled by District management. Badges are required for all.
2. Unless waived by District Policy or Management, members and guests are required to wear, or have in their possession, an appropriate District identification badge when using District facilities.
3. Shoes and shirts shall be required when using District facilities, except for the swimming pool areas.
4. Expired guest badges will be promptly returned to the Community Center office or other District Facility by the property owners or guests.
5. Unidentified persons using District facilities should be reported to the District Management.
6. Property owner(s), guest(s) or rental tenant(s) shall not make, or have made duplicate keys to gain access to fishing pier, beach property or RV storage compounds, or allow unauthorized persons access to such keys. Keys shall be returned to the Community Center office when no longer needed. Violators will be subject to prosecution for trespassing and/or revocation of social membership privileges.

**GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

**3.1 MEMBERSHIP**

**Types of Membership**

1. Social memberships:
  - A. Social membership entitles the member to the use of the District facilities. Social membership fees for property owners are a one-time fee except as further defined herein. Social membership fees for quests and renters/tenants are annual fees as defined herein. Golf privileges may be extended upon registration at the Pro shop and payment of current green fees.
  - B. Social membership is available to: Property owners, resident spouses or domestic partners, and unmarried children as an incident of such ownership.
    - a. Property owners, resident spouses or domestic partners, and unmarried children as an incident of such ownership.
    - b. Non-property owners renting in the subdivision as tenants or guests as an incident of residence.
    - c. Other guests upon payment of appropriate fees.
  - C. Membership fees shall be due and payable upon application for social membership in accordance with adopted fee schedules.
2. Family Membership:
  - A. Privileges and fees under this type of membership are the same as social membership. Family social membership shall include the adult property owner(s) and their children, when the children reside with the owner(s) and are:
    - a. Under 18 years of age and unmarried.
    - b. Full-time students at any institution of higher education and not over 23 years of age.
    - c. Incapable of total self-support due to physical or mental handicap regardless of age.

**GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

- B. Other adults and children no longer qualified under paragraphs A 1, 2 and 3, of this section residing with the property owner(s) shall secure a social membership of the District in their own name and pay the appropriate membership fees.
3. Golf Membership:
- A. Golf membership entitles the member to the use of the golf course and attendant facilities in consideration of annual membership dues as provided in these rules. Application for membership by eligible persons is made to the Pro Shop Manager.
- B. Golf membership is available to:
- a. Property owner(s) and unmarried children of property owner(s) under 18 of years age and residing at a property owner(s) home under the family Membership.
  - b. Unmarried children over 18 years of age and other adults residing in a property owner(s) home must obtain a membership in their own name.
  - c. Renters/Tenants with a lease agreement and residing in the subdivision may be granted a golf membership upon application to the Pro Shop Manager.
  - d. Associate Golf Membership is:
    - i. Open to persons outside of Barefoot Bay.
    - ii. Annual Single & Family Golf Memberships available.
    - iii. Associate Golf Memberships entitles the member the use of the golf course and 19<sup>th</sup> Hole.
    - iv. Annual Associate Golf Membership dues include a one time Initiation Fee and appropriate User Fees.
    - v. Application for membership by eligible persons is made to the Pro Shop Manager.

## **GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

### **Priorities with respect to golf membership.**

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

### **Changes of Golfing Membership**

A member may terminate his or her golf membership, or Trail fees only for medical reasons, or death. Documentation from his or her doctor either limiting or prohibit the member's ability to play shall be required. This request must be in writing to the Pro Shop Manager, and must be approved by the Community Manager prior to any return of any funds for unused fees. Both membership and trail fees will be returned on a pro-rata basis for the first six (6) months of the calendar year. After July 1 of any calendar year, there will be no return of any unused portion of fees.<sup>1</sup>

4. "Temporary Social Membership" shall be obtained by a non-resident for the purpose of participating in activities at the 19<sup>th</sup> Hole and/or Building D & E, including but not limited to, alcoholic beverage purchases under the District's Club license. Temporary Social Membership will be for one day, one event only. Name and address will be recorded when the Temporary Social Membership is obtained by a responsible party and documentation is submitted to the Community Manager.

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

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

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<sup>1</sup>Res. 2001-12, 12/14/01

**GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

**Fees and Dues**

**1. Social and Family Membership**

- A. A membership fee shall be paid for social and family membership.
- B. A property owner shall pay the fee only once for each home site of which they are owner of record. This fee is non-transferable between parties. Movement from one location to another in the subdivision will not entail paying an additional fee, provided that, on date of closing of new location, owner furnishes the District with a copy of a bona fide closing contract for sale of the original location, providing for a closing within twelve (12) months<sup>2</sup>.
- C. Non-property owner, such as tenants or guests shall pay the fee upon becoming a member.
- D. The tenants or guests who concurrently pays the fee and enters into a home purchase contract may have his/hers rental social membership or guest fee amount applied toward the property owner membership fee due at the time of closing provided that closing occurs within 12 months of initial membership.

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<sup>2</sup>Res 02-06, 5/10/02

**GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

**2. Golf Membership**

- A. Fees for the golf membership are as specified in these rules and subject to change by the Board of Trustees.
- B. Golf membership fees are for one calendar year; six-month memberships are available for the time period between October 1st thru March 31st of any fiscal year.
- C. A member accepting a golf membership after January 1, shall pay a pro-rated share of the annual fee. Dues shall be on an annual basis only.
- D. Membership dues or the first of three (3) installments are due on or before January 1st of each calendar year. (Second and third payments are due February 1st and March 1st). Statements will be issued thirty (30) days in advance of the due date. If the installment method of payment is utilized, there will be a \$3.00 handling charge per payment for each additional payment.<sup>3</sup>
- E. Membership fees are categorized as " family " or " single " as follows:
  - a. Family - joint property owners owning a home as defined in definitions.
  - b. Single - one property owner with non-playing spouse, unmarried children over 18 years, or other adults in residence.
  - c. Family and single memberships are also available to eligible renter/tenants.
  - d. Annual Associate Family and Single Memberships are available.  
Refer to ( 3.1 MEMBERSHIPS )  
No six month memberships available.  
All other Associate Golf Membership policies apply.

**Property Damage**

**1. Personal Property**

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

**2. District Property**

- A. Any District member, non-members, or guests responsible shall be charged the fair market value of repair or replacement for damage or destruction to District property.
- B. Items removed from District property without permission will be charged to the responsible member.

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<sup>3</sup>Res. 2001-12, 12/14/01

**GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

**Section 3.2 RULES FOR SPECIFIC DISTRICT FACILITIES**

**General**

1. The rules in this section pertain to the buildings, Recreation facilities and common grounds available for use by members and registered Clubs or Social Clubs. More specific rules for each separate facility are posted in the building or areas designated and must be observed.
2. Only registered Clubs or Social Clubs and members may use District facilities in accordance with the rules herein. Use of District facilities by non-members shall be required to pay appropriate rental fees according to adopted fee schedules.

**Auditorium (Building A), Golf Clubhouse (Building D & E), Pool Room and Building C**

1. Normal hours for use are posted. Exceptions may be granted by pre-arrangement with the District Management offices.
2. Persons or organizations desiring to use the auditorium, building D&E or other rooms shall make such reservations in advance, and obtain approval from District Management. These facilities are for the principal use of property owners, who have priority over any outside-sponsored activities. Changes to reservations shall be made to District Management in writing. When two parties or organizations are involved in a change, both parties to the change will sign the written request. Calendar dates unconditionally released will be reassigned on a first request basis. Calendar schedules of events will be published monthly.
3. Individuals or organizations authorized to use the auditorium or building D&E are responsible for the premises during their occupancy. Such sponsors will prevent damage or destruction and provide cleanup, including the kitchen and serving area, following the event.
4. Abuse of the facilities shall be reported to the District Management offices.
5. Persons or organizations responsible for damage or destruction to the building, furnishings or equipment shall be held pecuniarily liable. Payment will be required for cleanup necessitated by the failure to leave the building,

**GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

furnishings, or equipment in the same condition as when they were delivered for use of said person(s) or organization.

6. Use of portable items of equipment shall be arranged for in advance by contact with the District Management offices.
7. Desired setup plans shall be submitted to the District Management office at least two (2) weeks in advance of the scheduled usage date.

**Game/Meeting Rooms**

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

## GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

### Swimming Pools

1. The District's "Rules for Swimming Pool Use", as posted at each pool, must be adhered to by members and guests in the pools, pool-side areas, and dressing/rest room facilities.
2. District management reserves the right to refuse use of the swimming pool to any person or group for a violation of any of these rules.
3. Proper ID, as required by the District, must be presented in order to gain access to the pool areas.
4. There is no life guard on duty at any of the District's pools; swim at your own risk.
5. Normal hours for use are as posted.
6. Children under 12 years of age must be accompanied by an adult while in the swimming pool area.
7. Children under 6 years of age are not permitted in the pool without immediate and constant supervision of an adult.
8. It is a violation of Florida law to bring into pool areas or otherwise use glass bottles, containers, or other glass products.
9. The State of Florida law prohibits consuming alcoholic beverages on premises unless purchased from the District.
10. No food or drink is permitted in or near the swimming pool.
11. Members and guests are required to use the rest rooms located in the dressing room in pool area.
12. Lifesaving equipment shall be used only for the purpose intended.
13. Infants and those requiring diapers shall wear 'swim diapers' when in the swimming pool.
14. Members and guests are required to shower before entering the swimming pool.
15. No diving, running, jumping or rough play in or around the pool will be permitted.
16. No animals are allowed in the pool area, with the exception of service animals.
17. Appropriate cover-up must be worn over a swim suit when entering any of the facilities.
18. Members and guests should exercise sensible conduct around the pools and report all improper behavior to the District Management offices or pool host.
19. Swimsuits or authorized swim wear are the only authorized apparel for use in the pools. Cutoff jeans, shorts, and/or colored T-shirts are not permitted in the pool. White T-shirts are permitted if in good condition.

## **GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

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

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

### **Lounge**

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

### **Tennis Courts**

Rules for the use of these facilities are posted at the courts for the benefit of the players.

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

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

**GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

**Golf**

1. The Golf Operation Manager or his/her designee is in charge of the golf course, Pro Shop and the facilities at the course.
2. All players shall register in the Pro shop before play.
3. Play may be limited by Golf Operation Manager or his/her designee for specific reasons, i.e. tournaments, maintenance, weather, etc.
4. Property owners, members having golf membership and their guests shall have priority for available tee time.
5. Green fees are on a daily basis. Rain check policies are posted in the Pro shop.
6. Each player must have a set of clubs and putter including a golf bag.
7. All play must begin at either the 1st. or 10th tee as scheduled by the Pro Shop.
8. Power golf carts are not to be used for more than two (2) riders and two (2) golf bags.
9. Children under 16 years of age are not permitted to operate power golf carts.
10. Players must be properly attired. Shirts and shoes are mandatory.
11. Wading in lakes is prohibited.
12. Players shall play in foursomes, particularly on Saturday, Sunday and holidays. "Five some" must have permission from Pro shop management or in his absence the starter.
13. Power golf carts or hand-pulled carts shall not be driven or pulled on high slopes of greens, sand traps or tees.
14. Faster players must be permitted to "play through."
15. Hawking for golf balls in lakes and canals is strictly forbidden.
16. All play will be on a reserved tee time basis.
17. No fishing permitted in lakes on the golf course.
18. The club will not allow private golf carts or replacements when the total number of private carts equals 170. The Board shall be responsible for establishing user fees for private carts and such fees are subject to change at any time at the discretion of the Board.
19. The Board reserves the right to terminate the use of private golf carts at any time.

## GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

### Beach and Fishing Pier

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

### RV Lots

1. A Use of the RV Storage Lots is limited to Barefoot Bay Residents only. Residents utilizing the RV Storage lots must enter into a storage lease agreement.
2. All Leases shall be on a month-to-month basis.
3. No stand alone structures or loose articles will be allowed in any space.
4. Owners shall be solely responsible for all loss or damage to owners stored property.
5. Owner shall keep all stored property properly licensed, registered, road-worthy, and/or operational for the property's intended use at all times.
6. Assignment or subletting of spaces is prohibited.
7. No stand alone structures or loose articles will be allowed in any space.
8. Only one (1) unit or trailer per space will be allowed.
9. No gate entrance key shall be duplicated or passed on to anyone else.
10. All keys must be returned upon relinquishment of leased space.
11. Upon termination of the Lease, owner shall surrender the leased space to the District in the same condition as it was originally leased to the owner.
12. All lease payments are due on the first day of the current month and may be made up to twelve (12) months in advance. Payment of lease payments in advance shall not prevent Lessor from terminating the lease as provided herein. In the event of such default or upon termination by Lessor, Lessee shall only be entitled to the return of any advance payments made by Lessee, prorated accordingly.
13. Owner must give notice of intent to terminate no later than 30 days prior to effective termination; otherwise owner shall be responsible for payment of full rent for the following month.

Failure to comply with the above rules and regulations will result in termination of this Lease Agreement. Any non-compliant Lessee will be held responsible for costs incurred for removal of stored property from storage facility. Costs of removal will be determined by staff. The monthly fee will continue to accrue until the issue of non-compliance is settled.

**GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

**Temporary Parking**

A temporary parking lot is available on Falcon for the parking of Boat/Trailers of Truck/RV's provided a permit is obtained.

No Boat/Trailer or Truck/RV parking will be allowed in the Building "A" parking lot. Overnight parking of automobiles will be allowed in the Building "A" parking lot provided a permit is obtained.

No commercial vehicles over 10,000 pounds will be allowed to park in the –Falcon lot.



**GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

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

- |  |                            |
|--|----------------------------|
| 1. One to Seven (1-7) day guest pass<br>(Up to limit of 28 days consecutive) | \$3.00 per person          |
| 2. Temporary Social Membership   | \$1.00 per person          |
| 3. Non-residents pass  | \$15.00 per person per day |
| 4. All replacement guest badges  | \$3.00 ea.                 |

**Additional Fees**

**Property Owners, Residents, Renter**

- |  |   |
|--|---|
| 1. R.V. storage area                   | \$30.00/Month + tax<br>(effective Oct. 1, 2008) |
| 2. Resident for Profit Use of Building | Non-Resident fees apply                         |

**Non-Resident**

- |                         |  |
|-------------------------|--|
| 1. Golf course          | \$5.00 1 day pass plus current green & cart fees<br>(includes all privileges included in temporary social membership)  |
| 2. Rental of Buildings: |  |
| "A"                     | \$75.00 per hour (2 hour min.)<br>\$50.00 fee use of kitchen (non-ref)<br>Plus \$100.00 refundable deposit   |
| "D or E " Building      | \$40.00 per hour (2 hour min.)<br>\$15.00/hr. thereafter<br>\$25.00 use of kitchen fee non-refundable<br>Plus refundable deposits of-<br>\$25.00 or \$75.00 if kitchen is used |

Note: Fees are double if both sides are used.

- |                                     |  |
|-------------------------------------|--|
| "C" Building & all other facilities | \$25.00 first 4 hrs.<br>\$10.00/hr. thereafter |
|-------------------------------------|--|

Note: If renter does not cancel their reservation within 7 days of reservation, they will forfeit their rental fee.

**GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

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

Automobiles overnight in Building "A" lot:

Residents	Free
Guests	
1-2 nights	\$ 5.00
3-7 nights	\$10.00
8 or more nights	\$25.00/week

4. Beach and pier \$15.00 1 Day pass  
\$25.00 refundable key deposit

**GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

**Revision Record Page**

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

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

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

## **GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

### **3.4 GUIDELINES FOR REGISTERING AS A CLUB, ORGANIZATION OR RESIDENT GROUP AND USE OF DISTRICT FACILITIES**

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

1. Any request to form a registered Club, Organization or Resident Group that intends to use District facilities must be reviewed by the Community Manager.
2. An Application form and Building Registration form must be filed as part of the application which shall include the following information:
  - A. Name of Club, Organization or Resident Group
  - B. Names, addresses, phone numbers of at least four responsible year round residents or elected officers or alternates.
  - C. Times, dates, and their choice of established layouts of tables and chairs needed for the club/organization.
  - D. Other pertinent information as may be required.
3. Changes to Club Officers or designated responsible parties must be reported to BBRD management staff when changes occur to keep registration forms current. Clubs, Organizations or Resident Groups must renew their applications for use of District facilities on an annual basis. This must be done no later than the December 31st of each year. This is necessary to reaffirm scheduling for each season/year. Applicants also need to report if they desire to have their names published in the HOA annual phone directory.
4. The designated parties will be the only recognized officials to make new arrangements and changes to the schedule or set up plans.
5. The time that has been scheduled for club meetings must be followed. Members are not allowed to come in early. Other functions or cleaning may be in progress prior to the clubs scheduled time.
6. If the Clubs, Organizations or Resident Group need to use the kitchen facilities in Building A, they must use the office as entry access to the kitchen if building A is being used.

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

1. Any Club, Organization or Resident Group that uses District facilities must be comprised of a majority of Barefoot Bay residents unless permitted by policies adopted by the Board of Trustees. Only registered Clubs, Organizations or Resident Groups may use District facilities on a non-fee basis. No fees, (other than temporary social membership fees, as applicable) shall be charged to an invitee of a registered Club, Organization or Resident Group to attend an

## **GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

- activity or specific event sponsored by a Club, Organization or Resident Group (Resolution 2003-01).
2. Residents of the Barefoot Bay Recreation District may utilize District facilities but registered Clubs, Organizations or Resident Groups shall have priority in scheduling.
  3. Social events held by residents requesting use of District facilities shall be classified as "District Resident-Private Parties." Rental fees shall not apply; however, non-residents who attend these functions must register as guests and pay fees in accordance with the District's fee schedule.
  4. Residents using District facilities for a "for profit" event are required to pay fees in accordance with the District's fee schedule.
  5. Non-registered clubs and organizations or non-residents may use District facilities upon payment of appropriate fees in accordance with the District's fee schedule. Priority shall be given to registered Clubs, Organizations, Resident Groups and District Resident-Private Parties in terms of scheduling.

### **Non-Discrimination Policy**

1. The Barefoot Bay Recreation District does not discriminate against anyone regardless of race, creed, color, national origin, religion or gender.

### **Use of Alcoholic Beverages**

1. Bringing alcoholic beverages to District facilities is prohibited. Where permitted, all alcoholic beverage purchases must be provided by the Barefoot Bay Recreation District.
2. For functions desiring the use of bar service for the purpose of purchasing alcoholic beverages, the minimum service charge shall be \$100.00. This fee is payable in advance at the Community Center. If the Bar takes in less than \$100.00, the club will be responsible for the difference. Otherwise there will be no charge.
3. Clubs, Organizations or Resident Groups must fill out a Bar Form (if a bar is desired) to request a Bar for the function. Give a good estimate on the number of people that will attend. This helps the bartender to stock the bar properly.
4. A request for bar service must be made at least two weeks in advance. If not submitted by this deadline, we cannot guarantee that personnel will be available to cover the bar.

## GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

### Scheduling and Set-Up

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

## **GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

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

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

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

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

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

1. Any function that requires the use of kitchen facilities including the use of grills stoves, refrigerators, sinks shall pay a usage fee and clean-up deposit as may be determined by the Board of Trustees.
2. Clean up deposits and usage fees may be waived if food and beverages brought into the District facilities are of an incidental nature. However, a clean-up fee may be charged to any entity using District facilities if areas have to be cleaned by custodial staff.
3. Refrigerators and Freezers must be reserved with the Calendar Coordinator at least two weeks prior to their use.
4. If a caterer requires the use of the refrigerators and freezers, the designated representative must come in and reserve them with the Calendar Coordinator. A Catering Charge of \$50.00 shall be required to cover cost of utilities and supplies.
5. Any function that leaves the facilities in an unclean manner shall be charged a \$50.00 clean-up fee. If the fee is not paid, the entity will lose their privileges until the matter is settled.
6. Due to insurance requirements, the slicer and use of grill is not available for use by non-staff persons. District personnel will provide slicing service when requested. A fee of \$10.00 per hour will be charged for this service for the slicer. A \$35 fee for use of the grill for two hours, additional hours \$10.00 per hour.

**GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

**Payment of Guest Fees**

1. The present "guest pass" fee shall be based on policies adopted by the Board of Trustees and shall be established as follows
  - A. Guest passes can only be issued by sponsorship of registered member of the Barefoot Bay Recreation District unless waived by policies established by the Board of Trustees
  - B. Non-residents may purchase a day pass for use of all District facilities at a rate of \$15.00 per day, with an exception for golf which is \$5.00 plus appropriate fees.
  - C. Non-residents dining at the 19<sup>th</sup> Hole restaurant shall not be charged a Guest Pass Fee. Due to Alcoholic Beverage Club license requirements, non-residents desiring to purchase or consume alcoholic beverages shall obtain a Temporary Social Membership.
  - D. Non-residents paying the appropriate Guest Pass fees for playing golf are exempt from paying additional fees to consume alcoholic beverages at the 19<sup>th</sup> whole or use of other facilities.
  - E. Non-residents desiring to eat or consume alcoholic beverages at the Lounge may have a temporary Guest Pass issued.

**Additional Prohibitions**

1. The use of candles or confetti is prohibited.
2. Smoking is not permitted in any District facilities and may only be permitted in designated outdoor areas.