

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

Friday, February 12, 2016

1:00 PM

1225 BAREFOOT BOULEVARD, BUILDING D/E



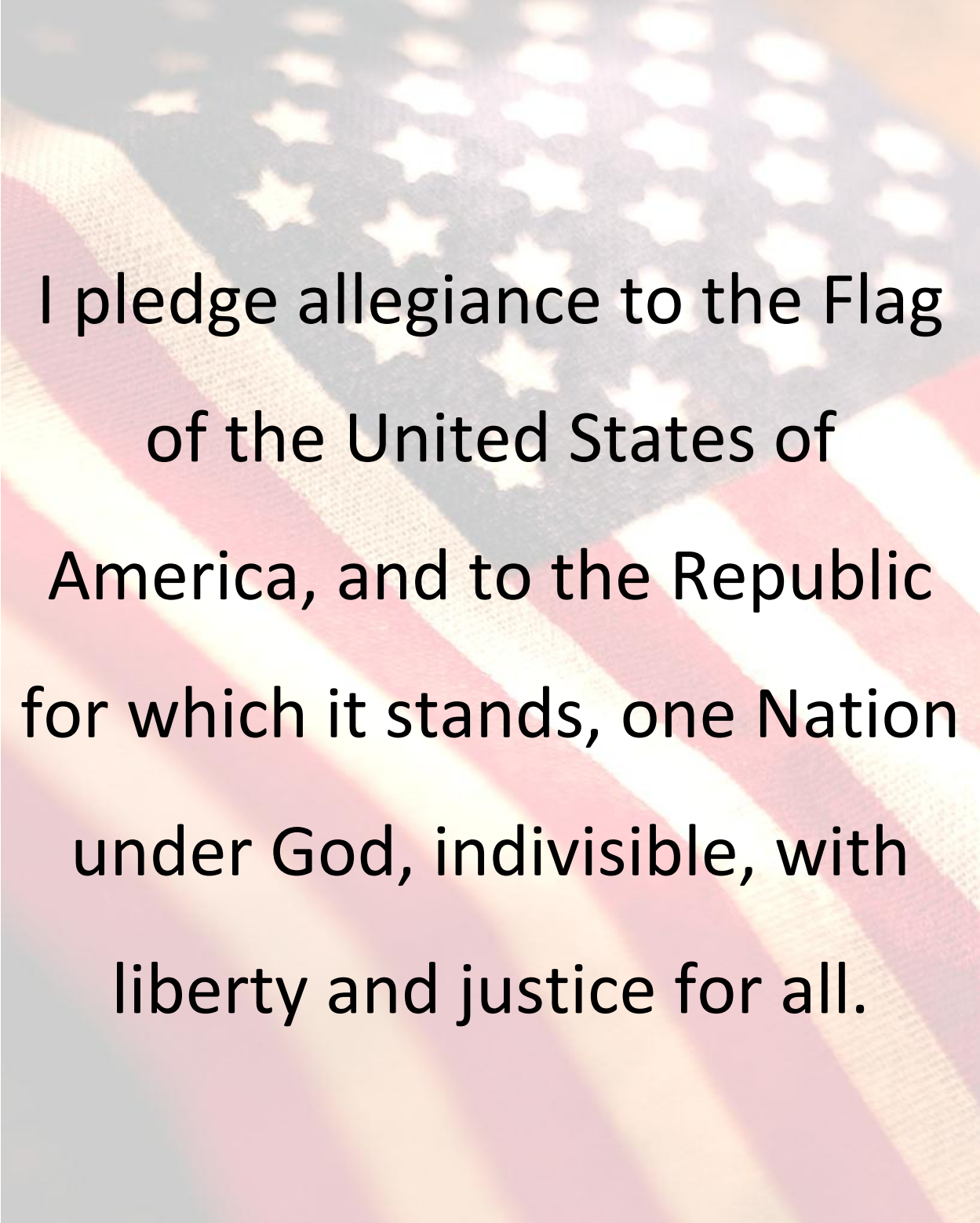
BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting
Friday, February 12, 2016 1 P.M.
Building D&E

AGENDA

Please turn off all cell phones

1. Thought for the Day
2. Pledge of Allegiance to the Flag
3. Roll Call
4. Presentations and Proclamations
 - A. Milestone Awards
5. Approval of Minutes
6. Treasurer's Report
7. Audience comment on Agenda Items
8. Unfinished Business
9. New Business
 - A. BOT/HOA Workshop Follow-up Discussion
 - B. Adoption of Amended Rules of Trustees
 - C. Review of BBRD Guest Pass Policy
 - D. 406 Raven Purchase Offer
 - E. Establishment of BOT FY17 Budget Review Workshops Schedule
10. Attorney's Report
11. Committee/Liaison Reports
12. Incidental Trustee Remarks
13. Audience Participation
14. Adjournment



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

Roll Call

Trustees

Chairman - Mr. Klosky

1st Vice Chair - Ms. Wright

2nd Vice Chair - Mr. Lavier

Secretary - Mr. Diana

Treasurer - Mr. Cavaliere

Also Present

General Counsel- Cliff Repperger, Jr., Esq.

Community Manager - John W. Coffey

District Clerk - Dawn Myers

Approval of Minutes



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting Tuesday, January 26, 2016 7 P.M. –Building D&E

The Barefoot Bay Recreation District held a Regular Meeting on January 26, 2016 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 1:00 P.M.

Thought for the Day

Mr. Klosky asked for a moment of silence to honor our service personnel both past and present who have helped protect our country. He also asked that we remember our Barefoot Bay residents.

Ms. Wright led the Pledge of Allegiance to the Flag.

Roll Call

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

Minutes

Mr. Cavaliere made a motion to approve the minutes from January 8, 2016 with one correction. Second by Mr. Diana. Motion carried unanimously.

Treasurer's Report

Mr. Cavaliere presented the Treasurer's Report for January 26, 2016.

Mr. Diana made a motion to accept the Treasurer's Report with corrections. Second by Mr. Lavier. Motion carried unanimously.

Audience Participation (Agenda items only)

None brought forward

Old Business

None brought forward

New Business

Fiscal Year 2015 Audit Presentation

Mr. Ehab Azer of Moore, Stephens and Lovelace, presented the Draft Audit Report as of September 30, 2015. Mr. Azer briefly reviewed the report. He stated that that he was pleased to announce that for the first year in the several years that he has performed the audit for Barefoot Bay Recreation District, there are no findings and he is presenting a clean report.

Mr. Diana made a motion to accept the FY15 Audit Report as presented. Second by Mr. Cavaliere. Motion carried unanimously.

Contract for Legal Services

Barefoot Bay Recreation District and GrayRobinson, P.A. (Clifford R. Repperger, Jr.) entered into an initial contract for Legal Services in April 2007. The initial Agreement was renewed in 2010 and 2013 via Memoranda of Understanding for an additional three (3) year term and currently expires on April 14, 2016. GrayRobinson, P.A. is proposing renewal of the Contract for an additional three (3) year term beginning April 14, 2016 ending April 13, 2019. All terms, including rates and termination, are proposed to stay the same.

Tom Guinther addressed the Board on behalf of General Counsel Repperger, noting his professionalism, his long term position with Barefoot Bay, and the subsequent benefit to the Bay due to his experience



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here. Mr. Guinther urged the Board to extend the contract with GrayRobinson for three years. He stated that in his personal experience working with General Counsel for the past several years as a Trustee on the Board, he can honestly state that this firm and Counsel Repperger is the best representation the Bay has ever had.

Ernest Loening stated that these are his own opinions and no one else's. He commented on his concern that General Counsel will refer to the Mulhearn case on future issues that question the use of a referendum. He stated his dissatisfaction with General Counsel's opinion on Building F and his recommendation that we seek other counsel or the Attorney General's counsel if not in agreement with his decision.

Jeanne Osborne stated that General Counsel Repperger has represented us well. As former Chairman, she can state that his representation has been exceptional. Barefoot Bay benefits from an association with his firm as they are connected to all the government bodies in the Florida. She stated it is a mistake to even consider letting him go. She urged the Board to renew General Counsel Repperger's contract.

Carol Joseph commented on General Counsel's recommendation during the Lounge renovation. She stated that at the time, he advised staying within the footprint of the building and not expanding walls or floor space. Ms. Joseph stated that he has recently retracted that statement claiming that he never gave that opinion. Ms. Joseph asked that the Board consider this in their deliberation.

Mr. Cavaliere and Mr. Lavier stated that this is not the time to change legal counsel and supports option one to renew the contract. Ms. Wright recommended we go out for an RFP as we could benefit from other opinions besides our current Counsel. Mr. Diana recalled Counsel's representation on sensitive issues in the past and fully supported his firm.

Mr. Cavaliere made a motion to extend the contract with Gray Robinson for three years. Second by Mr. Lavier. Ms. Wright and Mr. Klosky opposed. Motion carried 3-2.

Amended Agreement for Maintenance of Softball Field Recreation Facilities

On October 1, 2014 BBRD, as part of the approved BBRD budget, agreed to compensate the Over 60 Softball League up to six hundred and eighty-eight dollars (\$688.00) toward field maintenance. The Amended Agreement is intended to reflect the current budgeted payment and liability issues. In review of this issue, General Counsel, Repperger has identified various insurance coverage concerns. General Counsel. Repperger is also concerned about the fact that BBRD is "contracting" with a non-legal entity. As such, enforceability of the Agreement is an issue. Forrest Banta asked for clarification on exactly what the Board was requiring as far as insurance coverage. General Counsel confirmed that the coverage currently held by the Over 60 Softball League is sufficient according to the Board. He suggested modifying the terms to reflect the District does not require an additional insured on the agreement. Additional discussion ensued regarding the needs of the softball field's condition of the clay on the infield. Mr. Coffey stated that the core sample revealed the sand level is appropriate and the vendor claims the core sample is erroneous. Board consensus was to move forward with a plan to fix the sand content on the field.

Mr. Diana made a motion to approve the agreement as amended. Second by Mr. Lavier. Motion carried unanimously.

Referendum Regarding Term Limits for BBRD Trustees

At the District meeting held on January 8, 2016, the Trustees directed General Counsel Repperger to draft proposed referendum language related to the imposition of term limits (three consecutive terms of two years) for BBRD Trustees. Although General Counsel Repperger has not found any direct authority



BAREFOOT BAY RECREATION DISTRICT

regarding preemption of term limits as to the specific language used by the Legislature above, there are strong indicators of preemption such that a local bill (or general law amendment) authorizing the use of term limits is advisable prior to attempting to adopt and enforce the same. General Counsel provided three options.

1. Pursue a local bill with the Brevard Legislative Delegation in the 2017 session to allow for the implementation of term limits and then proceed to referendum in November 2017.
2. Proceed to referendum in November 2016 with the understanding that such term limits may be unenforceable with a local bill or general amendment to Sec. 418.302 (3), F.S.
3. Pursue an Attorney General opinion to further examine preemption of term limits by the Legislature.

Richard Schwatlow was not in favor of special legislation to decide term limits. He stated that the residents can vote a trustee out of his seat if they are not satisfied with them.

Mr. Diana made a motion to proceed with Option 1: Pursue a local bill with the Brevard Legislative Delegation in the 2017 session to allow for the implementation of term limits and then proceed to referendum in November 2017. Second by Mr. Cavaliere. Motion passed unanimously.

Attorney General Opinion Building F Replacement Referendum

Various Trustees have requested that an agenda item be prepared to consider writing for an opinion from the Attorney General as to the application of Article IV, Section 13 of the Charter to the Building F Replacement Project. General Counsel Repperger opined on March 13, 2015 that Article IV, Section 13 of the Charter did not require a referendum on the Building F Replacement Project. Previously, on August 4, 2000, the Attorney General rendered an informal opinion regarding the application of Article IV, Section 13 of the Charter to a golf course irrigation project. The Attorney General has not rendered an opinion on the interpretation of Article IV, Section 13 of the Charter or its application to any project since the Brevard County Circuit Court ruling in *Mulhearn v. BBRD*, Brevard County Circuit Court Case No.: 05-2001-CA-008554-XXXX-XX.

Jack Reddy stated that the Board should take the issue of the replacement building to the residents for their vote. He was not opposed to helping disseminate the information. In his opinion, the Board should be able to provide enough information to the residents in order for them to make an informed decision.

Greg Deslandes stated that he supports the replacement of Building F and Building D/E legally. He requested plans for the replacement building and complete costs for the entire project. Mr. Deslandes also requested the subject of replacing the building with a new structure should be brought forward to the Attorney General or a Brevard County court for a definitive ruling. He inquired about the reasoning behind the previous referendum for Building F being placed on the ballot to which General Counsel stated that it was the desire of the Board at that time.

General Counsel stated the Board has every right to pursue another opinion through the Attorney General which is simply another opinion. The only true definitive ruling would be through the court system. Board consensus was to take no action at this time.

Rich Schwatlow inquired about how long the case would take if taken to court. General Counsel stated that this is an unknown.

Jeff Jones stated that he is in support of replacing Building F but he is aware it will take a lot of money. He supports taking the issue to the residents to have them decide if it requires a referendum.



BAREFOOT BAY RECREATION DISTRICT

Jeanne Osborne encouraged the Board to move forward. The public had opportunities to voice their opinion during the planning phases in the past two to three years. The building was voted on and it is time to move forward now.

Board consensus was to take no action at this time.

Appointment to Facilities Planning Committee

Barefoot Bay residents Leonard Pelligrino and Greg Deslandes have applied for seats on the Facilities Planning Committee. Per BBRD policy the seats must be approved by the Board of Trustees.

Mr. Diana supported both appointments.

Mr. Cavaliere made a motion to approve Leonard Pelligrino and Greg Deslandes to the Facilities Planning Committee. Second by Mr. Diana. Motion carried unanimously.

Establishment of a Security Committee

Mr. Diana stated that due to various problems with crime and other misconduct in the Bay the Facilities Planning Committee recommended we move \$25,000 into the FY16 budget for the implementation of security cameras in several common areas. Another 25,000 was moved into FY17 for future additional cameras. In addition to the FCP recommendation, Mr. Diana recommended we establish a Security Committee made up of former law enforcement personnel to discuss and interact with the Brevard Sheriff Office in an effort to resolve current and potential issues in the Bay.

Mr. Schwatlow requested that a dedicated deputy in the community should work with the current C.O.P.S. program. He asked the residents work together for a change in the Bay.

Mr. Diana made a motion to establish a Security Committee made up of former law enforcement officers. Second by Mr. Cavaliere. Motion carried unanimously.

Manager's Report

Per the Board workshop held on January 19, 2016 a revision to the Rules of Trustees will be placed on the February 12, 2016 agenda for adoption. Staff is currently researching the cost of options for sheds suggested by residents and staff. Several factors are currently being researched before the sheds are ordered. Several factors are currently being researched before the sheds are ordered. Staff signed the final paperwork (payment request summary form) and returned it the grant writer. Once the notice of limitations is recorded at the Clerk of the Court's Office, the reimbursement package will be mailed to Tallahassee. Due to some oversights in the design fees in the active project cost calculations, only a maximum of \$198,221.74 will be requested for reimbursement.

Attorney Report

General Counsel Repperger commented on his time working with the Trustees and residents in the Bay. He communicated his respect for the evolution of the Board and this community in the years he has been here. He hopes to continue to assist the Board in the best way he can. He thanked the Board for the opportunity to continue working for Barefoot Bay. He asked for direction from the Board regarding several offers for 406 Raven Drive. The Board gave authorization to move forward with the offers. General Counsel will bring the final proposal back to a subsequent meeting. He discussed his communication with the attorney for the HOA regarding the upcoming HOA/BOT fining authority workshop. He stated that there is a good understanding between himself and the HOA attorney and believes there will be productive dialogue at the upcoming meeting.



BAREFOOT BAY RECREATION DISTRICT

Trustee Liaison Report

Resident Relations/ARCC/Violations/RV Storage/Shopping Center Liaison - Mr. Klosky reported on the recent Violation's Committee Meeting with four cases still remaining in violation out of eighteen. Since January 1, 2016, 207 cases have been opened. At the ARCC committee Mr. Klosky noted twenty-four applications received and twenty-four approvals. Ms. Wright commented on recent resident dissatisfaction regarding District meetings being cancelled without alerting the public. She asked that we remove the meetings from the calendar, which are traditionally cancelled due to the proximity to the holidays in advance, instead of waiting until a few weeks before the meeting. Ms. Wright reported on the upcoming events and promotions at the Lounge and the 19th Hole. Tickets are now available for the Superbowl for Sunday, February 7th and for the "Foods You Love" musical event and buffet lakeside on February 27th. Tickets can be purchased at the 19th Hole, the Lounge and resident relations for \$10 each. She discussed the new program "Barefoot Friends". Provide your email address to receive coupons for anniversaries, birthdays and special events. Registration forms are available at the both Food and Beverage locations. The mystery shopper program begins in February. Kathy Mendes, Food and Beverage manager has teamed up with "Service with Style" in effort to provide the best service possible to our residents. Mystery shoppers will have lunch and drinks in both of our establishments and will report on service, cleanliness and food quality. A written report will be submitted to Ms. Mendes. Welcome back snowbirds. In an effort to ensure resident enjoyment and comfort, local favorite band, Dreamer, will play on Feb 12th and on March 25th in Building A from 7-10:30PM.

Golf/Property Services Liaison - Mr. Lavier announced the Golf Gala scheduled on Feb 13th. This Saturday is the Bayside High School Football Booster Club fundraiser. He reported on the great time had by all at last weekend's 16th annual Veteran's Golf Tournament. Sebastian Skydivers made an appearance and was a spectacular sight as they jumped with the American flag, the POW flag and one jumper even had smoke trailing behind as they landed onto our golf course. Over 172 participants showed up to participate. Mr. Lavier thanked Sandy Lobello and Ernie Cruz for a great job coordinating the successful event and asked for a round of applause for their efforts.

Administration Liaison - Steve Diana as liaison to District Clerk/Administration reported on a job well done. He reported on the recent Special Facilities Committee meetings where committee evaluated and approved the 5yr Plan presented by Mr. Coffey.

HOA Liaison - Mr. Cavaliere reported he will make a more concerted effort to attend all the HOA meetings going forward starting with the Executive Board meeting scheduled on February 2nd. He looks forward to working with them as he sees the collaboration between the Board and the HOA as a valuable source to get information out to the homeowners. He announced the Finance meetings will be held on the first Thursday of the month with next month meeting discussion involving financing options as presented by Special District Services. He assured the residents that the Board's goal is not to raise the assessment but he is committed to fixing our current facilities. He asked that the residents remember prices have gone up and he is investigation the best way to finance these projects.

Trustee's Incident Remarks

Mr. Diana requested Staff investigate installing a cell tower disguised as a tree at the Barefoot Bay beach as a potential source of revenue. He stated the cell service in that area is limited and there is a potential to incur \$8-\$10,000 per month by having the tower situated in that location.



BAREFOOT BAY RECREATION DISTRICT

Audience Participation

Nancy Eisele reminded and invited the residents to the New Homeowners Orientation on the last Sunday in February. Why leave replacement Building F in the same location? Mr. Cavaliere stated that the committee voted to keep the building in the same location and forwarded to the Board who also voted to keep the building where it is.

Carol Joseph discussed the "Free Libraries" program. The County Library provides the equipment to set up a free book exchange and gently used books. It is centrally located in the community that houses one. She asked for approval from the Board to establish the Free Library here in Barefoot Bay. The board was in consensus to proceed with establishing the program.

Harold Wortman discussed the upcoming HOA/BOT Fining Workshop on February 2, 2016 at 2:30PM. He is confident that we are moving in the right direction in working together to improve the operations in the Bay. He announced the HOA General Meeting on February 8, 2016 at 7PM in Building A and the HOA card party scheduled for February 27, 2016 from 7-10PM. Tickets are on sale please call 321.327.9116 or stop by the HOA office from 1-3PM on Monday and Wednesday.

The next meeting is scheduled for Tuesday, February 23, 2016 in Building D/E at 7PM.

Mr. Diana made a motion to adjourn. Second by Mr. Cavaliere. Meeting adjourned at 9:17PM.

Steve Diana, Secretary

Dawn Myers, District Clerk

Treasurer's Report

Barefoot Bay Recreation District
Treasurer's Report
February 12, 2016

Cash Balances in General Fund

as of 1/31/2016

Bank of America:

Operating Account	\$ 1,700,412.58
Money Market Account	\$ 105,589.67
<i>Total Cash Balances @BOA in General Fund:</i>	<u>\$ 1,806,002.25</u>

SBA:

Capital Improvement Account	\$ 83,100.01
Reserve Account	\$ 449,049.72
<i>Total Cash Balances @SBA in General Fund:</i>	<u>\$ 532,149.73</u>

Total Cash Balances in General Fund: \$ 2,338,151.98

Cash Balance in Debt Fund

as of 1/31/2016

SBA:

Debt Account	\$ 691,887.41
<i>Total Cash Balance in Debt Fund:</i>	<u>\$ 691,887.41</u>

* Participant Return for SBA in Jan 2016 is 0.48%

Total Cash Balances in All Funds: \$ 3,030,039.39

Expenditures over \$5,000 from 1/15/16 to 1/31/16

<u>Vendor</u>	<u>Description</u>	<u>Check Amount</u>
Employees	Employees Salaries and Wages	\$ 65,138.61
Federal and State Payroll Taxes	Employer Tax Liabilities	\$ 6,552.20
ABM Landscape & Turf Services	Golf course maintenance	\$ 71,139.62
Bank of America NA	SWAP payment	\$ 56,007.42

Total of Expenditures over \$5,000 \$ 198,837.85

Barefoot Bay Recreation District
Monthly Summary - BOT Monthly Summary Treasurer Report
From 10/1/2015 Through 9/30/2016

	10/1/2015 - 10/31/2015	11/1/2015 - 11/30/2015	12/1/2015 - 12/31/2015	1/1/2016 - 1/31/2016	Total
Revenues					
Daily Revenue/Deposits	\$ 372,836.90	\$ 182,409.16	\$ 216,964.02	\$ 193,862.03	\$ 966,072.11
Assessments	\$ 2,103.42	\$ 659,485.24	\$ 1,764,997.23	\$ 213,655.50	\$ 2,640,241.39
Total Revenues	\$ 374,940.32	\$ 841,894.40	\$ 1,981,961.25	\$ 407,517.53	\$ 3,606,313.50
Expenditures					
Payroll					
Salaries & Wages	\$ 118,888.05	\$ 123,574.11	\$ 188,294.56	\$ 131,129.04	\$ 561,885.76
Other Pay & Benefit	\$ 1,312.78	\$ 1,561.52	\$ 2,104.43	\$ 1,617.52	\$ 6,596.25
Payroll Taxes	\$ 6,014.14	\$ 9,758.19	\$ 14,863.99	\$ 13,251.47	\$ 43,887.79
Payroll Fees	\$ 476.90	\$ 478.00	\$ 1,360.58	\$ 608.30	\$ 2,923.78
Total Payroll	\$ 126,691.87	\$ 135,371.82	\$ 206,623.56	\$ 146,606.33	\$ 615,293.58
Professional Expenses					
SDS	\$ 14,452.04	\$ 11,458.78	\$ 16,840.64	\$ -	\$ 42,751.46
Gray Robinson	\$ 8,593.23	\$ 6,979.41	\$ 8,975.88	\$ -	\$ 42,751.46
Other Prof. Fees	\$ 21,835.80	\$ 19,613.45	\$ 23,822.10	\$ 1,449.70	\$ 42,751.46
Total Professional Expenses	\$ 44,881.07	\$ 38,051.64	\$ 49,638.62	\$ 1,449.70	\$ 42,751.46
Insurance					
Employees Health,	\$ 12,892.00	\$ 12,859.80	\$ 10,709.68	\$ 17,801.77	\$ 72,065.02
Liabilities Ins.	\$ 17,854.87	\$ 11,312.83	\$ 11,312.83	\$ 11,312.83	\$ 51,793.36
Worker Comp. Ins.	\$ 16,216.25	\$ 5,338.75	\$ 5,338.75	\$ 5,338.75	\$ 37,571.25
Total Insurance	\$ 46,963.12	\$ 29,511.38	\$ 27,361.26	\$ 34,453.35	\$ 161,429.63
Utilities					
Telephone, Internet &	\$ 5,553.27	\$ 3,535.49	\$ 2,865.96	\$ 541.94	\$ 12,496.66
Electricity - FPL	\$ 5,879.32	\$ 7,061.96	\$ 6,590.49	\$ -	\$ 19,531.77
Propane	\$ 199.70	\$ 119.82	\$ 199.70	\$ 174.23	\$ 693.45
Water & Sewer	\$ 2,785.46	\$ 4,698.78	\$ 4,119.71	\$ -	\$ 11,603.95
Garbage & Recycling	\$ 1,616.09	\$ 2,388.16	\$ 1,525.93	\$ 1,750.76	\$ 8,508.23

Barefoot Bay Recreation District
Monthly Summary - BOT Monthly Summary Treasurer Report
From 10/1/2015 Through 9/30/2016

Portable Toilets	\$	604.39	\$	442.39	\$	440.13	\$	297.58	\$	1,784.49
Total Utilities	\$	16,638.23	\$	18,246.60	\$	15,741.92	\$	2,764.51	\$	54,618.55
Operations										
Music and	\$	5,675.00	\$	5,630.00	\$	7,230.00	\$	6,995.00	\$	25,530.00
Cost of Sales	\$	31,798.25	\$	33,007.16	\$	45,722.51	\$	2,006.11	\$	112,827.35
Total Operations	\$	37,473.25	\$	38,637.16	\$	52,952.51	\$	9,001.11	\$	138,357.35
Repairs and Maintenance										
Golf Course - ABM	\$	35,871.89	\$	35,871.89	\$	35,871.89	\$	35,871.89	\$	143,487.56
Canal/Lake	\$	4,237.50	\$	1,962.50	\$	2,550.00	\$	-	\$	8,750.00
Other R&Ms	\$	37,865.53	\$	42,317.50	\$	23,100.09	\$	13,481.92	\$	116,765.04
Total Repairs and	\$	77,974.92	\$	80,151.89	\$	61,521.98	\$	49,353.81	\$	269,002.60
Property Taxes										
	\$	-	\$	28,470.68	\$	-	\$	-	\$	28,470.68
Bank Fees										
	\$	1,063.78	\$	3,693.99	\$	2,053.18	\$	135.00	\$	6,945.95
Capital Expenses										
	\$	49,096.79	\$	23,797.88	\$	18,866.85	\$	-	\$	91,761.52
Other Misc. Expenditures										
	\$	28,382.65	\$	50,688.65	\$	149,622.78	\$	833,955.52	\$	1,064,671.50
Total Expenditures	\$	384,284.61	\$	366,469.80	\$	522,860.68	\$	1,028,365.52	\$	2,204,300.22

Audience Participation Agenda items only

Unfinished Business

New Business

Meeting Date
Feb. 12, 2016



Agenda	
Section	9
Item No	A

Agenda Report
Barefoot Bay Recreation District Board of Trustees

Subject: BOT/HOA Workshop Follow-up Discussion

Dept/Office: Administration: District Clerk's Office

Requested Action: Discussion Regarding Recent BOT/HOA Workshop on Possible Cooperation to Implement DOR Fining
<p>Summary Explanation and Background:</p> <p>The BOT met in a joint workshop with the HOA on 02Feb16 to continue the discussion commenced in 2014 regarding cooperation to implement DOR fining. The BOT requested the topic be placed on the next agenda for discussion and possible action.</p> <p>Staff requests direction from the BOT regarding this matter.</p>
Exhibits Attached: N/A
Contact: Dawn Myers, District Clerk & John W. Coffey, Community Manager
Fiscal Impact: N/A
Contract/Agreement Reviewed by Attorney: N/A
Community Manager's Approval:

Meeting Date
Feb. 12, 2016



Agenda	
Section	9
Item No	B

Agenda Report
Barefoot Bay Recreation District Board of Trustees

Subject: Adoption of Amended Rules of the BOT

Dept/Office: Administration: District Clerk's Office

Requested Action: Review and Adopt Amended Rules of the BOT
<p>Summary Explanation and Background:</p> <p>On 19Jan16, the BOT revised their Rules of the BOT in a public workshop. The following items were amended:</p> <ul style="list-style-type: none"> • Inserted use of Robert's Rules of Order in a new Section 1 under Article V • Article V, Section 8 (previously section 7) to revise structure of advisory boards • Article VI, Section 1 regarding duties and responsibilities of officers and trustees • Article VIII, Section 2 (Administrative Duties) and Section 3 (Board Representative Liaison) • Article X, Section 1 (website address) <p>Once the amended Rules of the BOT are adopted, staff will bring back draft rules/responsibilities of each advisory committee (excluding ARCC and Violations) for the BOT to review/adopt and appoint committee members.</p> <p>Staff recommends <u>adoption of the amended Rules of the BOT as presented.</u></p>
Exhibits Attached: Amended Rules of BOT and Resolution
Contact: Dawn Myers, District Clerk & John W. Coffey, Community Manager
Fiscal Impact: N/A
Contract/Agreement Reviewed by Attorney: N/A
Community Manager's Approval:

RESOLUTION 2016-

A RESOLUTION OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING AND SUPERSEDING RESOLUTION 2015-07, BY ADOPTION OF A REVISED SET OF RULES FOR THE BOARD OF TRUSTEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT WITH OTHER PROVISIONS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Trustees has adopted Resolution 2015-07 revising a set of Rules for the Board of Trustees; and

WHEREAS, the Board of Trustees desires to further amend the Rules for the Board of Trustees; and

WHEREAS, the Board of Trustees held a Public Hearing seeking public input on this amendment at a public meeting held on February 12, 2016;

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

Section 1. The Revised Rules for the Board of Trustees appearing as Exhibit “A” of this Resolution are hereby adopted to serve as the Rules for the use of the members of the Board of Trustees of Barefoot Bay Recreation District.

Section 2. Severability.

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

Section 3. Conflict with other Provisions.

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

Section 4. Effective Date.

The said Rules appearing in Exhibit "A" of this Resolution shall take effect immediately upon adoption by the Board of Trustees. This Resolution shall become effective seven (7) days after 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 Lee Wright	_____
Trustee, Steve Diana	_____
Trustee Brian Lavier	_____
Trustee, Frank Cavaliere	_____

The Chairman thereupon declared this resolution duly passed and adopted this 12th day of February, 2016.

BAREFOOT BAY RECREATION DISTRICT

By: _____
JOSEPH KLOSKY, Chairman

Attest: _____
STEVE DIANA, Secretary

RULES FOR THE BOARD OF TRUSTEES BAREFOOT BAY RECREATION DISTRICT

ARTICLE I NAME AND ADDRESS OF ORGANIZATION

Section 1

The name of the organization is BAREFOOT BAY RECREATION DISTRICT, hereinafter referred to as THE DISTRICT.

Section 2

The mailing address of the District is 625 Barefoot Blvd, Barefoot Bay, Florida 32976-9233.

ARTICLE II PURPOSE OF THE RULES

Section 1

The purpose of these Rules is to implement the applicable Florida Statutes and in particular, Chapter 418.30-309, Laws of Florida, and Brevard County Ordinance 84-05, dated 23rd February, 1984, hereinafter referred to as the “Charter”; which said instruments of law and any amendments thereto are incorporated by reference.

Section 2

A further purpose is to inform the residents and property owners of Barefoot Bay as to the operation and management of the District.

ARTICLE III THE GOVERNING BODY

Section 1

The governing body of the District is the Board of Trustees, hereinafter referred to as the “Board.”

Section 2

The composition, qualifications for membership, election, term of office, method of replacement or removal and compensation, shall be as specified in Article V of the Charter, and other applicable state statutes.

Exhibit A

Section 3

A. The term of office of each elected Trustee shall commence on the first Tuesday after the first Monday in January following his or her election. Trustees shall serve for two (2) years, or until their successors have qualified for office. The Board shall organize itself within fourteen (14) days next after the first Tuesday after the first Monday in January following each November election by electing from its number a Chairperson, two (2) Vice-Chairmen, a Secretary and a Treasurer.

B. Elected Trustees shall be sworn into office at a public ceremony at a convenient time, providing such ceremony shall stipulate the actual date of assumption of office as in subparagraph A above.

C. The officers of the Board shall serve for one (1) year, commencing on the organizational meeting held in January, after the general election, as defined in paragraph A above.

Section 4

An in-term replacement of a Trustee shall be made by remaining members of the Board as provided for by Section 4, Article V of the Charter and such selected member shall be seated at the next regular meeting.

ARTICLE IV **REGULAR AND SPECIAL MEETINGS**

Section 1

The Board shall hold all regular meetings in Barefoot Bay, Florida on the second Friday and the fourth Tuesday of each month at a time and place designated by the Board.

Section 2

Special or emergency meetings may be called and conducted in accordance with Article V, Section 1 of these Rules.

Section 3

A majority of the entire membership of the Board shall constitute a quorum for the transaction of business.

Exhibit A

Section 4

The Chairperson, or Vice-Chairperson in his/her absence, shall conduct all meetings according to these Rules and Regulations and such other rules as are, from time to time, adopted by the Board; but not inconsistent with the laws of Florida or the Charter.

Section 5

Workshop meetings may be conducted by the full Board or by a committee of the Board. Meetings will be chaired by a Trustee on a rotating basis. A committee shall be chaired by a Trustee and shall include other members of the public as deemed necessary. The committee may discuss, or prepare written recommendations for future consideration by the full Board. These meetings shall be conducted in accordance with the requirements of the Sunshine Law and shall be properly noticed for public attendance. No business transactions or decisions binding the full Board are permitted.

Section 6

The following guidelines pertain to the public's attendance at a public meeting and are subject to the Chairperson's discretion:

1. No attendee shall be allowed the floor until recognized by the Chairperson.
2. No attendee may be allowed more than three (3) minutes on an Agenda Item or audience participation. Attendees may be allowed more than three minutes per Agenda item or audience participation per the discretion of the Chairman. The attendee must fill out a card informing the Chairperson on the Number of the Agenda Item they wish to speak about prior to the meeting.
3. No attendee shall be required to register his or her attendance. However, those desiring to be heard must state their name and place of residence.
4. No attendee may be allowed to enter into a debate with members of the Board.
5. All questions shall be directed to the Chairperson, answered by the Chairperson or the Chairperson may refer to other members of the Board.
6. Any attendee shall have the right to use a silent tape recorder, and to make an accurate record of what transpires. A reporter may use this means for the benefit of his readers or listeners.
7. Use of cameras will be allowed, so long as such use is not disruptive or the conduct of the meeting.

Exhibit A

ARTICLE V **TRANSACTION OF BUSINESS BY THE BOARD**

Section 1

“The Board shall utilize the latest edition Robert’s Rules of Order as its official rules of procedure. To the extent that a conflict shall exist between these Rules for the Board of Trustees and Robert’s Rules of Order, these Rules for the Board of Trustees shall control.”

Section ~~21~~

All meetings of the Board for transaction of business shall be in harmony with the requirements of Chapter 189.417, F.S., in a building accessible to the public. Any meeting other than a regular meeting or any recessed and reconvened meeting of the Board must be advertised with the day, time, place and purpose of the meeting at least seven (7) days prior to such meeting, except in the case of emergency meetings. Meetings other than regularly scheduled or emergency meetings are deemed to be special meetings and may be called by the entire Board collectively, the Community Manager, and/or the Chairperson as necessary.

A meeting called to deal with bona fide emergency, will be held as necessary upon the call of the Chairperson or at least two (2) requests to convene such an emergency meeting submitted separately by any two (2) Trustees to the Community Manager action taken at any emergency meeting will be ratified at the next regular Board meeting. Reasonable notice of any such emergency meeting will be provided.

Section ~~32~~

No approval of the annual budget shall be granted at an emergency meeting.

Section ~~43~~

All meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, F.S.

Section ~~54~~

Minutes shall be taken, recorded and made available for public inspection at all reasonable time.

Section ~~65~~

Under any Liaison, Incidental, Manager, or Attorney report, any member of the Board may request that any initial motion made by any other member be determined by the Board to be of significant public importance. If the initial motion is determined to be of significant public importance, the initial motion shall be required to be heard as a specific item on a subsequent agenda rather than acted on by motion under the report.

Exhibit A

Section ~~76~~

If an item is continued it should be placed under unfinished business until it is completed unless the Board of Trustees sets a specific agenda for it to be discussed.

Section ~~87~~

The Board shall have the power to create any advisory or fact-finding committee as deemed appropriate and necessary by the Board collectively. Any Trustee may propose the formation of any such committee which may only be formed upon a majority vote of the full membership of the Board. At the time of formation/revision of any such committee, the Board shall define in writing the purpose and duration of the committee, the number of committee members, their length of terms (not to exceed 5 years), appoint the individual members of the committee, and assign a staff representative to support each committee~~determine whether any Trustee shall serve on the committee, and if so, whether the Trustees' role on the committee is limited in any way. In establishing committees, the Board may either select appointed officers or allow the committee to select their own officers and establish their own operational procedures. Trustees shall not serve as members of committees.~~ Each committee shall only have the powers granted to it by the Board at the time of establishment. In the event of a change of membership of any committee, replacement members shall only be confirmed upon a majority vote of the membership of the Board. The Board shall have the power to review the membership, purpose, and duration of any committee, including the right to dissolve and disband any committee, at any time upon a majority vote of the membership of the Board.

After the adoption of the revisions to this section, the Board shall review all committees (excluding Violations committee) and adopt written purposes of each committee. Existing committee members (excluding Violations committee) may be re-appointed for fixed terms with a staggered length of terms to ensure all committee members' terms do not expire at the same time. Under no circumstances shall a paid staff person be appointed as a voting members of a committee.

Written minutes of committee meetings must be kept, with a copy provided to the District Record Custodian for record keeping. Members all advisory committees shall be advised of the Sunshine Laws applicable to the committee members. The BBRD Guidelines for Committee/Task Force form shall be prepared for each committee and shall be turned in to the District Record Custodian for record keeping.

Exhibit A

ARTICLE VI **DUTIES AND RESPONSIBILITIES OF OFFICERS AND TRUSTEES**

Section 1

The Board of Trustees have the general powers and duties as set forth in Article V of the District Charter.

Trustees shall:

- Attend all [Board of Trustees](#) meetings; ~~regular, special and~~, workshops, unless otherwise excused by the Chairperson
- Chair committees or acts as liaison to assigned committees ~~and~~ regularly reports on their activities;
- Liaise with assigned BBRD department managers, provide perspective to said department manager and report on departmental activities at Board of Trustees meetings (under no circumstances shall the Trustee liaison provide specific direction to a department manager [or individual staff member](#));
- Evaluate the Community Manager and or management company at the prescribed times and provides an assessment of current performance and areas for improvement;
- Respond to resident complaints ~~and by~~ [refering](#) them to the appropriate entity, Board of Trustees or Community Manager for prompt resolution; and

The Board of Trustees shall determine who has signing authority for all banking and savings accounts of the District. The Board shall determine who has “view only” or “account change” authority. All access to Recreation District accounts must be approved through a regular meeting and be recorded in the official minutes of the Board of Trustees. Changes which affect the status, location and value of any accounts held by Barefoot Bay Recreation District shall be approved by the Board of Trustees.

Safety Deposit Box procedure. Anyone trustee or staff member requesting access to the safety deposit box must notify the Community Manager for the key. Access to the safety deposit box is granted to the Community Manager or his/her designee and one trustee who must also be present at the time of access.

Section 2

Chairperson. The Chairperson or Vice-Chairperson shall preside at all meetings of the Board. The Chairperson shall appoint regular and special committees as necessary. He/she shall also be an ex-officio member of all committees appointed by him/her. In the absence of the Chairperson, the 1st or 2nd Vice-Chairperson shall act in his/her place. The Chairperson shall perform all the duties of Trustee.

The Chairperson shall sign all contracts and documents requiring the signature of the Board representative. He/She shall have signing, withdraw, deposit and information changing authority on all SBA accounts. The Chairperson may review agenda items with the community manager prior to the release of any final agenda for all regular and special meetings of the Board.

Exhibit A

Section 3

Secretary.

1. Is responsible for directing and over-seeing that the Community Manager maintains all records of the business of the District and any other records required by Florida Statutes;
2. Is responsible for ensuring the Community Manager provides notice of all meetings and that minutes are taken by as required by Florida Statutes;
3. Reviews draft copies of minutes and oversees the necessary corrections before they are issued to the Board of Trustees or public;
4. Performs the regular duties of a Trustee; and
5. Takes roll call at the meetings and determine that a quorum is present.

Section 4

Treasurer. The Treasurer shall be responsible for ensuring that the Community Manager maintains accurate accountings of receipts and disbursements of monies to the operation of the District and shall direct the Community Manager to prepare all financial reports required by the Florida Statutes and any rules or regulations of any state of Florida or federal agency.

Notwithstanding the foregoing, a Trustee who does not have the authority to sign any checks for the District shall be appointed by the Board to review the monthly bank statements of the District for accuracy.

1. The Treasurer or designee shall review all payments and supporting documents for accuracy and sign the Recreation District checks for payment of invoices. In the absence of the Treasurer, the second signature required for all checks over \$5,000 may be any Trustee authorized with signing authority.
2. In the case of any emergency action, the Treasurer or designated person shall act with the Community Manager in the best financial interest of the Recreation District and bring the issue to the Board for approval at the next scheduled meeting.
3. The Treasurer shall initiate any actions approved by the Board for withdrawal and deposit of any funds from the SBA and Money Market accounts of the District.
4. The Treasurer shall prepare reports for the regular scheduled board meetings which accurately reflect the most recent balances of the accounts held by the District. The Treasurer shall prepare a monthly summary report after each close of business and review the bank statement monthly along with the list of deposits and disbursements reflected in that bank statement.

ARTICLE VII **CONFLICT OF INTEREST**

Section 1

Exhibit A

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

ARTICLE VIII **ADMINISTRATIVE DUTIES**

Section 1

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

Section 2

Trustees should work closely with volunteer groups or individuals ~~within~~ including the District as well as with the Barefoot Bay Homeowners Association.

Section 3 **Board Representative Liaison**

1. **Authority.** The Board, pursuant to the authority vested therein by Florida Law, Brevard County Ordinance, and the Barefoot Bay Recreation District Deed of Restrictions, hereby creates representative positions to be held by designated members of the Board, which shall be referred to as “Board Representative Liaisons.”
2. **Board Representative Liaison Appointment.** The Board’s Chairperson may, from time to time, appoint an individual member of the Board to serve as the Board Representative Liaison. . At the time of said appointment, the District Chairperson shall specify the individual Board member to serve as a Board Representative Liaison and the administrative department/section that the Board member shall become a liaison to. The Board Representative Liaison shall serve at the discretion of the Board and shall serve no specific term. Nothing contained herein shall require the Board’s Chairperson to appoint said Liaison.
3. **Scope of Authority.** The Chairperson of the Board may appoint a Board Representative Liaison to represent the Board for the sole purpose of interacting with

Exhibit A

the various administrative departments of the District. A duly appointed Board Representative Liaison shall have authority to interact with the various managers and/or supervisors, ~~employees, volunteers and other interested parties who may affect or implement policies of the District~~. The Board Representative Liaison shall have the express authority of the Board to observe and interact with their designated administrative department for the purpose of obtaining and gathering information that will be useful in the administrative department of future policies and procedures to be adopted by the Board.

The Board Representative Liaison shall only have the express authority granted to them by the Board and shall have no authority to direct operational services, adopt policies, or in any way engage in the supervisory function to the administrative department for which the Board Representative Liaison has been appointed.

The Board Representative Liaison shall not have authority to implement policy, issue directives, instructions, orders or any other mandate for the day-to-day operations of the District.

Section 4 Organizational Chart

An organizational chart of the District specifying the Trustee positions and operations structure of the staff will be maintained and modified as required.

ARTICLE IX ORDER OF BUSINESS

Section 1

1. Thought for the Day
2. Pledge of Allegiance to the Flag
3. Roll Call
4. Presentations and Proclamations
5. Approval of Minutes
6. Treasurer's Report
7. Audience comments on Agenda Items
8. Unfinished Business
9. New Business
10. Community Manager's Report
11. Attorney's Report
12. Committee/Liaison Report
13. Incidental Trustee Remarks

Exhibit A

14. Audience Participation
15. Adjournment

ARTICLE X **AMENDMENTS**

Section 1

Amendments to these Rules and Regulations may be introduced by any Trustee in writing. A copy of the proposed amendment shall be posted by the Secretary on the official bulletin board and on www.bbrd.org at least seven (7) days prior to the next regular meeting of the Board, after which the Trustees shall vote on the proposed amendment.

Any amendment to these Rules adopted in accordance with this article shall become effective no sooner than seven (7) days after the date of the adoption of a resolution setting forth any amendments.

ARTICLE XI **PRECEDENT OF LAW**

Section 1

Any portion of the Rules in conflict with Florida Laws and the Charter shall be invalid.

Section 2

These Rules shall supersede any and all previous Rules adopted, including but not limited to, Part I of Resolution 2004-1, 2007-03, 2008-07, 2010-19, and 2014-01.

Section 3

These Rules are effective upon passage by the Board and adoption of resolution defining said amendments.

DATED: _____

JOSEPH KLOSKY,
Chairperson

STEVE DIANA,

Secretary

Meeting Date
Feb. 12, 2016



Agenda	
Section	9
Item No	C

Agenda Report
Barefoot Bay Recreation District Board of Trustees

Subject: Review of BBRD Guest Pass Policy

Dept/Office: Administration: District Clerk's Office

Requested Action: Review of Current Guest Pass Policy and Discussion of Possible Revisions

Summary Explanation and Background:

Two Trustees have expressed concern over the abuse of guest pass purchases at Pool #1 and requested the issue be placed on the agenda for discussion. BBRD Policy Manual (page 3-18) allows the purchase of a guest pass by a resident (with an active social membership) for \$1.00 a day or \$3.00 for a week. Conversely, visitors may directly purchase a visitor's pass for \$15.00 a day.

In November 2014, staff amended operating procedures to permit the direct purchase of one day guest passes at the three pools (as opposed to the past practice of requiring their purchase from Resident Relations Office or billing the resident for a pass issued at the pools when Resident Relations Office was closed).

Unfortunately, staff and residents have noticed a growing trend of non-BBRD residents arriving at Pool#1 by themselves and requesting a resident "sponsor" them (i.e. say the non-resident is their guest and then allow the non-resident to purchase the guest pass for a \$1.00). Specific examples include:

- non-residents posting on social media that their favorite band is playing at the Lounge and encouraging friends to come to the Lounge at a cost of only a \$1.00 to get in
- a resident purchasing over 20 guest passes at the pool one day for a party for a group of non-residents
- renters not purchasing monthly "seasonal renter" social memberships for \$20.00 in lieu of having someone "sponsor" them when they want to go to the pool or Lounge.

Although no one course of action can prevent residents from "sponsoring" a non-resident who just shows up at the pool, several options are possible to decrease the abuse of the daily social membership purchase which include:

- Increase cost and limit number of daily on-site purchases
 - Increase cost of daily social membership passes to \$3.00 a day and \$7.00 a week
 - Limit the number of on-site (at the pools and/or Lounge) guest passes that resident can purchase each day.
- Establish a two tier cost for daily social membership passes and limit the number of on-site purchases
 - Retain the \$1.00 a day price for passes purchased at Resident Relations that are non-refundable and lists the guest's name

<ul style="list-style-type: none"> ○ Increase the on-site cost of guest passes and establish a limit of the number that can be purchased daily. ● Require all guest passes to be pre-purchased at the Resident Relations Office. <p>Staff requests direction on this matter.</p>
Exhibits Attached: N/A
Contact: John W. Coffey, Community Manager and Sue Cuddie, Resident Relations Manager
Fiscal Impact: N/A
Contract/Agreement Reviewed by Attorney: N/A
Community Manager's Approval:

Meeting Date
February 12, 2016



Agenda	
Section	9
Item No	D

Agenda Report
Barefoot Bay Recreation District Board of Trustees

Subject: Consideration of Offer to Purchase 406 Raven Drive

Dept/Office: Administration/District Clerk

Requested Action: Proceed with closing
<p>Summary Explanation and Background: At the January 26, 2016 meeting the Board of Trustees authorized General Counsel Repperger to move forward to accept the best offer for purchase of the District property located at 406 Raven Drive, Barefoot Bay.</p> <p>General Counsel has acquired an offer for \$3000 to purchase the property from Mr. Diego Mederos. He requests approval to proceed with closing. General Counsel will provide a copy of the draft agreement prior to the meeting on February 12, 2016.</p>
Exhibits Attached: Vacant Land Contract, Quit Claim Deed
Contact: General Counsel Cliff Repperger ; Dawn Myers District Clerk
Fiscal Impact: \$3000
Contract/Agreement Reviewed by Attorney: Yes
Community Manager's Approval:

1. **Sale and Purchase:** Barefoot Bay Recreation District ("Seller")
and Diego Mederos ("Buyer")

(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: 406 Raven Drive, Barefoot Bay, Florida, 32976

Legal Description:

Lot 9, Block 85C, Barefoot Bay Subdivision, Unit Two, Part Eleven, Plat Book 22, Page 116

SEC ___/TWP ___/RNG ___ of Brevard County, Florida. Real Property ID No.: 30-38-10-JT-85.C-9.0
including all improvements existing on the Property and the following additional property: N/A

2. **Purchase Price:** (U.S. currency).....\$ 3,000.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: _____

Escrow Agent's Contact Person: _____

Escrow Agent's Address: _____

Escrow Agent's Phone: _____

Escrow Agent's Email: _____

(a) Initial deposit (\$0 if left blank) (**Check if applicable**)

☐ accompanies offer

☐ will be delivered to Escrow Agent within _____ days (3 days if left blank)

after Effective Date\$ _____

(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)

☐ within _____ days (10 days if left blank) after Effective Date

☐ within _____ days (3 days if left blank) after expiration of Feasibility Study Period\$ _____

(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage).....\$ _____

(d) Other:\$ _____

(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations)

to be paid at closing by wire transfer or other Collected funds\$ 3,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____
prorating areas of less than a full unit. The purchase price will be \$_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the calculation: _____

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before _____, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is delivered. **The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.**

4. **Closing Date:** This transaction will close on _____ ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 1 of 7 pages.

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5. **Financing: (Check as applicable)**

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a

☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

6. **Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this contract, ☐ may assign but not be released from liability under this contract, or ☐ may not assign this contract.

~~7. **Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing, covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____ provided there exists at closing no violation of the foregoing.~~

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.

Seller will deliver to **Buyer**, at

(**Check one**) ☐ **Seller's** ☐ **Buyer's** expense and

(**Check one**) ☐ within _____ days after Effective Date ☐ at least _____ days before Closing Date,

(**Check one**)

(1) ☐ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

~~(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.~~

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).

~~(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.~~

8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

(1) ☐ **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☐ **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning

and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not contingent on **Buyer** conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.

(c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 7)
Other: _____

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 7)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

10. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

11. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

12. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

13. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

14. Complete Agreement; Persons Bound: This contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

15. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this contract.

16. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

17. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.

18. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

19. Brokers: The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or **Seller's** Broker to **Buyer's** Broker.

(a) N/A (Seller's Broker)
will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify): _____

(b) N/A (Buyer's Broker)
will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties ☐ **Seller's** Broker pursuant to ☐ a MLS offer of compensation ☐ other (specify): _____

324* **20. Additional Terms:** _____
325 **Buyer understands that he will need to bring a Quiet Title action after the transfer to obtain marketable title.**
326 _____
327 _____
328 _____
329 _____
330 _____
331 _____
332 _____
333 _____
334 _____
335 _____
336 _____
337 _____
338 _____
339 _____
340 _____

341 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**
342 **signing.**

343* **Buyer:** _____ **Date:** _____

344* **Print name:** _____

345* **Buyer:** _____ **Date:** _____

346* **Print name:** _____

347 **Buyer's** address for purpose of notice:

348* **Address:** _____

349* **Phone:** _____ **Fax:** _____ **Email:** _____

Barefoot Bay Recreation District

350* **Seller:** _____ **Date:** _____

351* **Print name:** _____

352* **Seller:** _____ **Date:** _____

353* **Print name:** _____

354 **Seller's** address for purpose of notice:

355* **Address:** _____

356* **Phone:** _____ **Fax:** _____ **Email:** _____

357* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
358 **final offer or counter offer.)**

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Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 7 of 7 pages.

VAC-10 Rev 8/14

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PREPARED BY & RETURN TO:

Clifford R. Repperger, Esq.
GrayRobinson, P.A.
1795 West NASA Blvd.
Melbourne, FL 32901

PARCEL TAX ID #30-38-10-JT-85.C-9.0

Consideration: \$3,000.00

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, executed this ____ day of February, 2016, by **BAREFOOT BAY RECREATION DISTRICT**, Grantor, to **DIEGO MEDEROS**, whose post office address is 204 Swordfish Court, Barefoot Bay, Florida 32976, Grantee.

WITNESSETH, that Grantor, for and in consideration of the sum of **TEN AND NO/100THS DOLLARS (\$10.00)**, in hand paid by Grantee, the receipt whereof is hereby acknowledged does hereby remise, release and quit-claim unto Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Florida, State of Florida, to wit:

Lot 9, Block 85C, BAREFOOT BAY SUBDIVISION, UNIT TWO, PART ELEVEN, according to the plat thereof, as recorded in Plat Book 22, Pages 116 through 120, of the Public Records of Brevard County, Florida.

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.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantors, either in law or equity, to the only proper use benefit and behoof of the Grantee forever.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in presence of:

Barefoot Bay Recreation District

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF BREVARD

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of February, by _____ as _____ of Barefoot Bay Recreation District, who personally appeared before me, [] is personally known to me or [] has produced _____ as identification.

Notary Public

My Commission Expires:

Meeting Date
February 12, 2016



Agenda	
Section	9
Item No	E

Agenda Report
Barefoot Bay Recreation District Board of Trustees

Subject: FY16 Budget Workshops Schedule
Dept./Office: Administration
Requested Actions: Proposed Schedule Review and Approval
Staff began the annual budget preparation with the goal of a March 1, 2016 distribution date. At the May 24, 2016 the Board of Trustees are required to adopt a proposed budget for mail out to property owners and set a public hearing date. Per the Approved FY17 Budget Schedule budget workshops are needed for the Trustees to evaluate, revise if necessary and approve the FY17 Working Draft Proposed Budget. Staff has provided proposed dates for the Board to consider
Exhibits Attached: FY17 Approved Budget Schedule
Contact: Dawn Myers, District Clerk , John W. Coffey, Community Manager
Fiscal Impact: N/A
Contract/Agreement Reviewed by Attorney: N/A
Community Manager's Approval:

Proposed FY17 Budget Preparation Calendar

Task #	Description	Due Date
1	BOT approves FY17 Budget Prep. Calendar (workshops and public hearing dates to set later).	11-Sep
2	Budget prep. Forms developed by Comm. Mgr.	November
3	Management Team Budget Preparation Kick-off Meeting (staff only)	1-Dec
4	Trustees, advisory groups, residents & Department Managers individually develop and submit list of CIP (Capital Improvement Plan) ideas for FY17-21 to the Comm. Mgr.	1Dec-18Dec
5	BBRD staff develops cost proposals for non-staff CIP ideas	21Dec-7Jan
6	FY17-21 Five Year Financial Model and CIP (5yrFM&CIP) finalized by Comm. Mgr and Finance Mgr and distributed to BOT, Finance Comm. & Facilities Comm.	8-Jan
7	Department Managers' FY17 narrative information (dept. description, goals, objectives and perf. measures) due to Community Manager	14Dec-9Jan
8	Dept. Mgrs. prepare FY16 year-end est.'s, FY17 projected revenues, and FY17 requested expenditures	4Jan-28Jan
9	Finance Comm. & Facilities Comm. Individually review 5yrFM&CIP and recommendations forwarded to BOT	11Jan-21Jan
10	BOT FY17-21 5yrFM&CIP workshop	28-Jan
11	Dept. Mgrs' FY16 year-end est.'s, FY17 projected revenues, and FY17 requested expenditures reviewed by Comm. Mgr and Fin. Mgr.	1Feb-3Feb
12	Additional meetings between Dept. Mgrs and Comm. Mgr (and Fin. Mgr.), if needed.	4Feb-10Feb
13	Comm. Mgr. balances FY17 revenues and expenditures	12-Feb
14	Final drafting of FY17 Working Draft Proposed Budget (WDPB).	10Feb-21Feb
15	Final editing, printing and assembly of FY17 WDPB.	22Feb-29Feb
16	Prior fiscal year Financial Statement and FY17 WDPB submitted to Trustees, Finance Comm. & Facilities Comm. Public inspection copies placed in BBRD offices and electronic copy placed BBRD.org	1-Mar
17	Finance Comm. & Facilities Comm. Individually review FY17 WDPB and recommendations forwarded to BOT	March

Proposed FY17 Budget Preparation Calendar

Task #	Description	Due Date
18	BOT Budget workshops as established by BOT	Apr-May
19	Publish prior fiscal year Financial Statement in generally circulated newspaper within Brevard County.	18Apr-22Apr
20	Adopt proposed draft (line-item budget) for mail out to property owner of record and set Public Hearing date (must be 21 days after notice is published).	24-May-16
21	Publish notice of Public Hearing in newspaper of general circulation (must be 21 days prior to hearing). Mail proposed budget (line-items), proposed assessment rate, and prior year financial statements to all property owners of record.	On or before Mon. after 24May BOT mtg.
22	Public Hearing, for community input, on proposed budget and proposed assessment. BOT will consider two resolutions: one to adopt the FY16 Budget and one to set the assessment rate.	28-Jun-16
23	BOT certifies the Non-Ad Valorem Assessment Roll to Brevard County Tax Collector.	23-Aug-16
24	Deadline for staff to transmit the certification of the Non-Ad Valorem Assessment Roll to Brevard County Tax Collector.	15-Sep-16
25	FY16 ends.	30-Sep-16
26	FY17 begins.	1-Oct-16

Manager's Report



Barefoot Bay Recreation District

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

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

Memo To: Board of Trustees

From: John W. Coffey, Community Manager

Date: February 12, 2016

Subject: Manager's Report

- 1) **Building F Proposed Floor Plan and Renderings Review** – Mr. Nagrodsky, Architect for the Replacement Building F project, believes he will be ready to present the floor plan and renders to BBRD in early to mid-March. Currently, three meeting rooms are reserved for said meeting:

- 10Mar16 Bldg. A 9:30-11:30am
- 14Mar16 Bldg. A 2:30-4:30pm
- 15Mar16 Bldg. D/E 10:00am-noon

Staff requests direction of which date/time/location to use and whether the BOT desires to meet with Mr. Nagrodsky in a special meeting or in a special joint meeting with the Facilities Planning Committee.

- 2) **LWCF (Beach) Grant Contract Received** – The contract for the \$200,000 50% match grant was received from the Florida Department of Environmental Protection. Once Chairman Klosky signs the contracts they will be returned for full execution by DEP. Per FY16 budget workshop discussions, I subsequently requested TLC develop a proposal for a parcel development plan. Specifically, elements of the request include:

- Public workshop to solicit and develop componential concepts
- Development of a scaled parcel drawing showing locations of said amenities and support infrastructure
- Narrative discussion of what components will trigger exotic removal and parking requirements.

- 3) **FY17 Working Draft Proposed Budget (WDPB) Dissemination** – Per the BOT approved FY17 Budget Calendar, copies of the FY17 WDPB will be delivered to Trustees, and members of the Finance and Facilities Planning Committees on 01Mar16. Paper copies for public inspection will be available in Building F and Resident Relations Office. An electronic copy will be posted on bbrd.org by COB 02Mar16.

Attorney's Report

Trustees Liaison Reports

Incidental Remarks from Trustees

Audience Participation

Adjournment