

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

**Tuesday, July 25, 2017**

**7:00 PM**

1225 Barefoot Boulevard, Building D/E



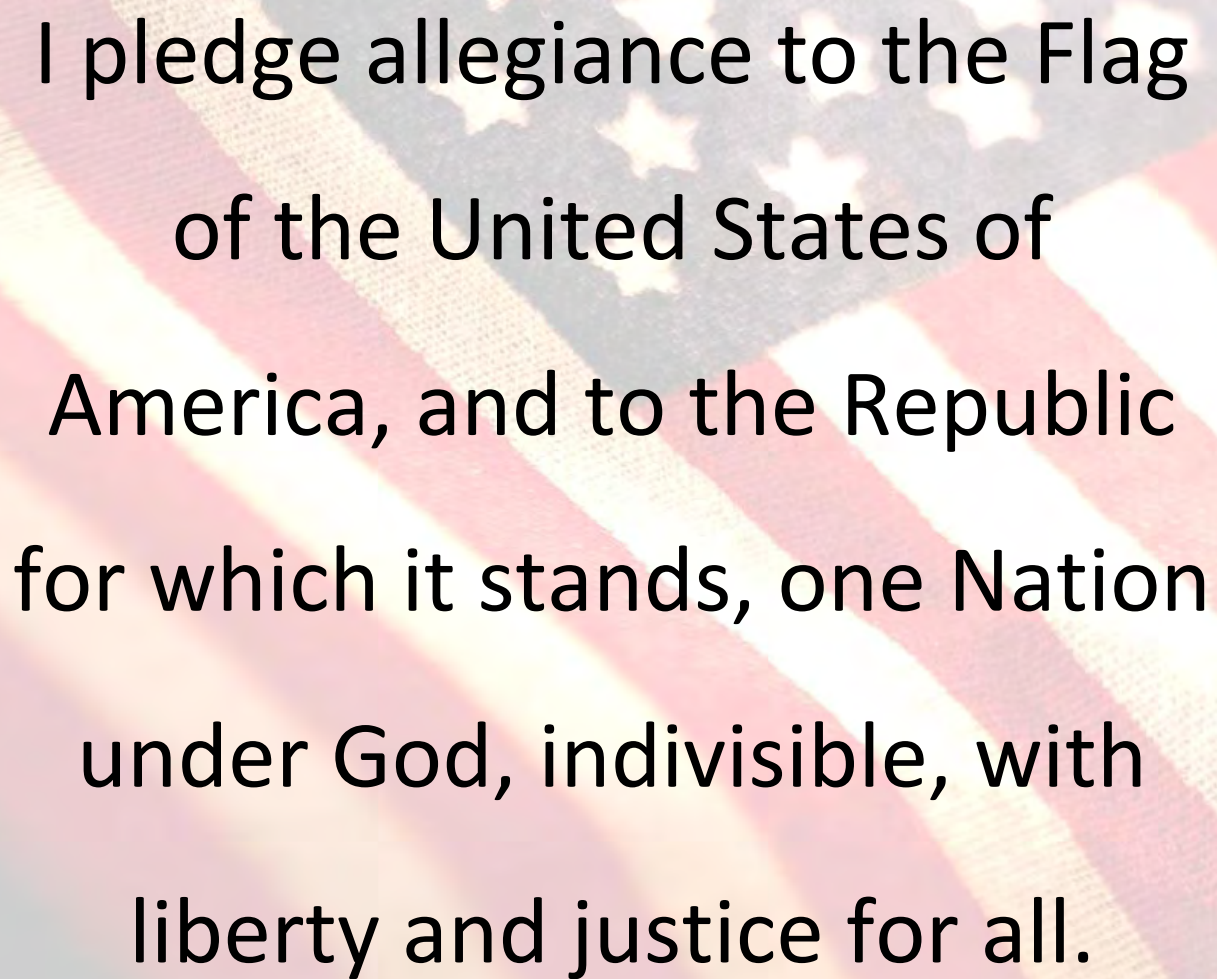
# BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting  
Tuesday, July 25, 2017 at 7 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
5. Approval of Minutes
6. Treasurer's Report
7. Audience Participation
8. Unfinished Business
  - A. Confirmation of DOR Ballot Mail Out Change Order #2
  - B. Building A Roof Replacement Change Order #1
9. New Business
  - A. Term Limits Referendum
  - B. Shopping Center Commercial Real Estate Agent Agreement Renewal
  - C. Revised Rules for the BOT
  - D. Establishment of Sub-Committee of BOT for Neighborhood Revitalization Program
  - E. Dog Park Discussion
10. Manager's Report
11. Attorney's Report
12. Incidental Trustee Remarks
13. 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. Diana

1st Vice Chair - Mr. Lavier

2nd Vice Chair – Mr. Cavaliere

Secretary - Mr. Klosky

Treasurer – Mr. Geier

## **Also Present**

General Counsel- Cliff Repperger, Jr., Esq.

Community Manager - John W. Coffey

District Clerk - Dawn Myers

# Presentations

# Approval of Minutes

Please be advised, due to short turnaround between District Meetings the minutes for July 14, 2017 is still in editing phase and will be forthcoming.

# Treasurer's Report

# Barefoot Bay Recreation District

## Treasurer's Report

July 25, 2017

### Cash Balances in General Fund

as of 7/17/2017

#### *Bank of America:*

Operating Account	\$	391,209.86
Money Market Account	\$	105,634.36
<b>Total Cash Balances @BOA in General Fund:</b>	<b>\$</b>	<b>496,844.22</b>

#### *Marine Bank & Trust*

Operating Account	\$	1,730,162.43
<b>Total Cash Balances @Marine Bank &amp; Trust in General Fund:</b>	<b>\$</b>	<b>1,730,162.43</b>

#### *SBA:*

as of 7/17/2017

Reserve Account	\$	555,347.32
<b>Total Cash Balances @SBA in General Fund:</b>	<b>\$</b>	<b>555,347.32</b>

**Total Cash Balances in General Fund: \$ 2,782,353.97**

\* Participant Return for SBA in June 2017 was 1.18%

### Total Daily Deposits and Assessments Rec'd (from County Only) from July 7 to July 16, 2017:

Daily deposits:	\$	34,166.41
Assessments received (from County only):	\$	-
	<b>\$</b>	<b>34,166.41</b>

### Expenditures over \$5,000 from July 7 to July 16, 2017:

<u>Vendor</u>	<u>Description</u>	<u>Check Amount</u>
Employees	Employees Salaries and Wages 7/13/17	\$ 66,925.65
Federal and State Payroll Taxes	Employer Tax Liabilities 7/13/17	\$ 5,241.03
ABM Landscape & Turf Services	Golf course, softball field, lawn bowling serv	\$ 37,954.84
Team Waterbury LLC	Final payment for beach project	\$ 32,352.00
<b><u>Total of Expenditures over \$5,000</u></b>		<b><u>\$ 142,473.52</u></b>



Barefoot Bay Recreation District  
Monthly Summary - BOT Monthly Summary Treasurer Report  
From 10/1/2016 Through 6/30/2017

	10/1/2016 - 10/31/2016	11/1/2016 - 11/30/2016	12/1/2016 - 12/31/2016	1/1/2017 - 1/31/2017	2/1/2017 - 2/28/2017	3/1/2017 - 3/31/2017	4/1/2017 - 4/30/2017	5/1/2017 - 5/31/2017	6/1/2017 - 6/30/2017	Total
<b>Revenues</b>										
Daily Revenue/Deposits	380,966.21	182,991.18	223,961.43	267,170.00	219,863.85	265,916.20	194,382.57	134,752.01	113,311.51	1,983,314.96
Assessments	<u>200.00</u>	<u>973,421.36</u>	<u>1,511,155.27</u>	<u>152,048.69</u>	<u>192,236.64</u>	<u>143,298.82</u>	<u>291,146.37</u>	<u>71,906.59</u>	<u>179,493.58</u>	<u>3,514,907.32</u>
<b>Total Revenues</b>	<u>381,166.21</u>	<u>1,156,412.54</u>	<u>1,735,116.70</u>	<u>419,218.69</u>	<u>412,100.49</u>	<u>409,215.02</u>	<u>485,528.94</u>	<u>206,658.60</u>	<u>292,805.09</u>	<u>5,498,222.28</u>
<b>General Fund Expenditures</b>										
<b>Payroll</b>										
Salaries & Wages	73,534.43	125,874.95	205,161.83	146,714.79	138,425.74	135,708.57	135,473.99	133,187.84	192,694.89	1,286,777.03
Other Pay & Benefit	2,943.48	2,224.85	3,233.11	2,672.99	2,854.99	3,918.03	3,100.92	2,121.86	3,116.09	26,186.32
Payroll Taxes	5,913.20	9,925.82	16,117.56	14,505.27	13,036.23	12,067.96	9,825.01	11,028.11	15,388.34	107,807.50
Payroll Fees	<u>990.66</u>	<u>1,030.28</u>	<u>1,323.35</u>	<u>2,144.30</u>	<u>1,837.68</u>	<u>362.34</u>	<u>769.33</u>	<u>726.73</u>	<u>1,463.75</u>	<u>10,648.42</u>
<b>Total Payroll</b>	83,381.77	139,055.90	225,835.85	166,037.35	156,154.64	152,056.90	149,169.25	147,064.54	212,663.07	1,431,419.27
<b>Professional Expenses</b>										
SDS	13,916.00	11,650.57	17,273.07	11,800.26	11,698.96	11,650.28	11,748.21	11,495.98	11,648.96	112,882.29
Gray Robinson	14,514.82	13,307.39	8,780.84	13,950.82	11,265.00	16,252.32	13,856.72	13,390.82	0.00	105,318.73
Other Prof. Fees	<u>11,261.70</u>	<u>20,005.70</u>	<u>18,314.29</u>	<u>22,438.45</u>	<u>7,306.90</u>	<u>8,086.90</u>	<u>7,530.83</u>	<u>7,914.89</u>	<u>11,229.50</u>	<u>114,089.16</u>
<b>Total Professional Expenses</b>	39,692.52	44,963.66	44,368.20	48,189.53	30,270.86	35,989.50	33,135.76	32,801.69	22,878.46	332,290.18
<b>Insurance</b>										
Employees Health, Dental & Life	14,822.13	19,186.57	12,413.92	14,710.59	14,710.59	14,113.30	14,116.70	14,116.70	11,884.43	130,074.93
Liabilities Ins.	18,715.50	11,890.50	12,809.50	11,890.50	11,890.50	11,890.50	11,890.50	11,890.50	11,890.50	114,758.50
Worker Comp. Ins.	<u>17,732.25</u>	<u>5,844.08</u>	<u>5,844.08</u>	<u>7,332.08</u>	<u>5,844.08</u>	<u>5,844.08</u>	<u>5,844.08</u>	<u>5,844.08</u>	<u>5,844.08</u>	<u>65,972.89</u>
<b>Total Insurance</b>	51,269.88	36,921.15	31,067.50	33,933.17	32,445.17	31,847.88	31,851.28	31,851.28	29,619.01	310,806.32
<b>Utilities</b>										
Telephone, Internet & Cable	6,097.23	3,583.47	3,822.29	2,450.51	1,798.29	3,049.41	2,898.66	2,361.67	2,009.57	28,071.10
Electricity - FPL	6,869.79	6,723.99	6,851.53	7,206.76	6,707.13	7,816.06	7,257.36	8,145.14	6,981.99	64,559.75
Propane	919.45	2,225.80	2,756.42	3,199.64	2,140.05	2,951.13	1,662.70	1,184.59	198.61	17,238.39
Water & Sewer	3,248.64	3,902.97	3,357.29	3,713.81	3,433.57	3,843.95	3,986.38	3,404.54	0.00	28,891.15
Garbage & Recycling	1,846.75	3,580.23	2,079.62	2,086.42	1,882.06	2,173.39	2,011.34	1,554.82	1,987.05	19,201.68
Portable Toilets	<u>709.06</u>	<u>572.90</u>	<u>573.89</u>	<u>670.92</u>	<u>576.17</u>	<u>878.07</u>	<u>576.42</u>	<u>575.90</u>	<u>274.25</u>	<u>5,407.58</u>
<b>Total Utilities</b>	19,690.92	20,589.36	19,441.04	19,328.06	16,537.27	20,712.01	18,392.86	17,226.66	11,451.47	163,369.65
<b>Operations</b>										
Music and Entertainment	5,330.00	6,365.00	8,315.00	8,700.00	6,780.00	9,770.00	6,330.00	6,725.00	6,445.00	64,760.00
Cost of Sales	<u>33,681.84</u>	<u>27,010.42</u>	<u>50,370.43</u>	<u>55,621.16</u>	<u>44,093.40</u>	<u>72,744.42</u>	<u>50,140.37</u>	<u>36,549.80</u>	<u>25,349.52</u>	<u>395,561.36</u>
<b>Total Operations</b>	39,011.84	33,375.42	58,685.43	64,321.16	50,873.40	82,514.42	56,470.37	43,274.80	31,794.52	460,321.36
<b>Repairs and Maintenance</b>										
Golf Course - ABM	36,252.13	36,252.13	36,252.13	72,504.26	36,252.13	0.00	36,252.13	36,252.13	36,252.13	326,269.17
Canal/Lake	479.00	0.00	0.00	0.00	0.00	1,288.00	0.00	0.00	0.00	1,767.00
Other R&Ms	<u>25,714.26</u>	<u>24,692.42</u>	<u>14,453.63</u>	<u>28,456.68</u>	<u>26,759.82</u>	<u>13,725.80</u>	<u>14,825.14</u>	<u>111,044.30</u>	<u>19,768.83</u>	<u>279,440.88</u>
<b>Total Repairs and Maintenance</b>	62,445.39	60,944.55	50,705.76	100,960.94	63,011.95	15,013.80	51,077.27	147,296.43	56,020.96	607,477.05
<b>Stormwater Loan Expenditures</b>										
Loan Principal	2,624.44	2,619.96	2,633.59	2,629.73	2,633.94	2,664.08	2,643.65	2,656.11	2,652.74	23,758.24
Loan Interest	<u>274.20</u>	<u>278.68</u>	<u>265.05</u>	<u>268.91</u>	<u>264.70</u>	<u>234.56</u>	<u>254.99</u>	<u>242.53</u>	<u>245.90</u>	<u>2,329.52</u>
<b>Total Stormwater Loan Expenditures</b>	2,898.64	2,898.64	2,898.64	2,898.64	2,898.64	2,898.64	2,898.64	2,898.64	2,898.64	26,087.76
<b>Property Taxes</b>	0.00	15,711.48	14,919.34	1,005.36	0.00	0.00	0.00	0.00	0.00	31,636.18
<b>Bank Fees</b>	1,085.88	4,030.11	2,305.40	2,286.20	3,069.54	2,710.70	2,816.03	2,193.33	1,531.51	22,028.70
<b>Capital Expenses</b>	31,732.73	23,227.28	10,129.87	13,798.50	21,364.49	2,278.92	7,593.00	10,999.33	4,490.28	125,614.40
<b>Other Misc. Expenditures</b>	36,204.39	67,655.35	152,691.47	33,974.14	38,243.01	28,373.07	24,165.81	29,795.25	31,346.97	442,449.46
<b>Transfer to Debt Service Fund</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>430,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>430,000.00</u>
<b>Total General Fund Expenditures</b>	<u>367,413.96</u>	<u>433,661.42</u>	<u>598,129.16</u>	<u>915,727.69</u>	<u>414,868.97</u>	<u>374,395.84</u>	<u>377,570.27</u>	<u>465,401.95</u>	<u>404,694.89</u>	<u>4,351,864.15</u>
<b>Debt Service Fund Expenditures</b>										
Debt Service Principal	0.00	0.00	58,768.86	695,892.89	0.00	0.00	0.00	0.00	0.00	754,661.75
Debt Service Interest	<u>0.00</u>	<u>0.00</u>	<u>1,296.11</u>	<u>43,265.16</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>44,561.27</u>
<b>Total Debt Service Fund Expenditures</b>	<u>0.00</u>	<u>0.00</u>	<u>60,064.97</u>	<u>739,158.05</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>799,223.02</u>

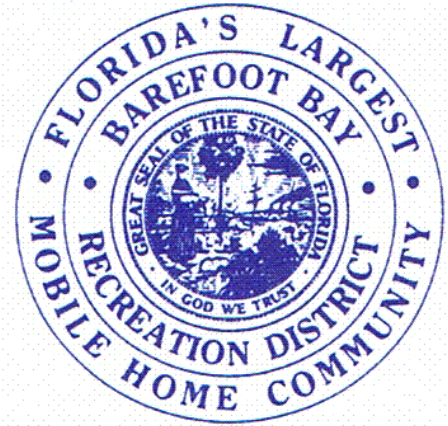
\*PLEASE NOTE THAT BBRD FINANCIAL STATEMENTS ARE REPORTED USING THE MODIFIED ACCRUAL BASIS OF ACCOUNTING.  
ALL EXPENDITURES IN THIS REPORT REPRESENT EXPENDITURES RECORDED ON OR BEFORE 7/17/17.

# Audience Participation Agenda items only

# Unfinished Business

## Board of Trustees Meeting Agenda Memo

Date: July 25, 2017  
Title: **DOR Ballot Mail Out Change Order #2 Confirmation**  
Section & Item: 8A  
Department: Administration/District Clerk  
Fiscal Impact: \$499.82  
Contact: Dawn Myers, District Clerk; John W. Coffey, Community Manager  
Attachments: Change Order Invoice  
Reviewed by  
General Counsel: N/A  
Approved by:



### Requested Action by BOT

Confirm approval of Change Order #2 for additional ballot mail outs due to undeliverable ballots.

### Background and Summary Information

On 13Feb17, the Supervisors of Election Office (SOE) and BBRD began discussions regarding having the SOE handle production of the 2017 DOR Ballot Mail out.

On 28Feb17, the Board consensus was to proceed the SOE to handle the production and coordination of ballot printing and mailing.

On 25May17, the Supervisor of Elections office provided the District with a cost estimate of \$3,859.23 for printing and mailing, excluding postage from Southwest Direct as well as the remaining ballot mail out parameters.

On 14Jun17, Southwest Direct provided the District with the final invoice of \$8,505.51 to include postage. Subsequently, staff processed payment to expedite the mail out even though the amount exceeded the Community Manager's purchasing authority of \$7,500.00.

On 27Jun17, the BOT confirmed the procurement.

On 05Jul17, staff received a change order of \$868.38 for the cost of mailing out additional ballots for addresses where the original ballots were returned to the SOE. Although the change order exceeds the 10% maximum approval level of the Community Manager, staff approved the change order to keep the DOR amendment ballot process on schedule.

On 14July17, the BOT approved Change Order #1 for \$868.38 for the mailout of additional ballots.

Staff Recommends the BOT confirm the change order of \$499.82 from Southwest Direct for the DOR Ballot Mail out.



## Invoice

SouthWest Direct - 2129 Andrea Ln. - Fort Myers, FL 33912

Phone: (239) 768-9588 Fax: (239) 768-0408

<b>Attn:</b> Dawn Myers District Clerk Barefoot Bay Recreation District 625 Barefoot Rd. Barefoot Bay, FL 32976	<b>Job Name:</b> HOA Ballot Mailing 6 x 9.5 Mailing
	<b>Invoice #:</b> 49760 <b>CustCode:</b> B1111
	<b>Invoice Date:</b> <b>PO #:</b>
	<b>Date Of Service:</b> 07/14/2017
	<b>Terms:</b> Net 30 Days

Quantity	Description
----------	-------------

### Data

209 Data Services

### Printing

209 PRINT ITEM - Print 6 x 9.5 Envelope Black  
209 PRINT ITEM - Print 6" x 9" Return Envelope 1 Color  
209 PRINT ITEM - Print 8.5 x 11 Instruction Sheet Simplex Black  
209 PRINT ITEM - Print 5.5 x 8.5 Information Sheet Simplex Black on Colored Vellum Stock  
209 PRINT ITEM - Print 1 8.5 x 14 Simplex Ballot  
209 PRINT ITEM - Print 1 11x17 Insert 1/1

### Bindery

209 Trim Ballots to Final Size 8.5 x 14  
209 Fold 8.5 x 14 Ballots and Instruction Sheet  
209 Fold 11x17 Insert

### Addressing

209 Apply Live Stamp to Return Envelope

### Inserting

209 Hand Insert

### Mailing

4,895 Deliver to Post Office

### Postage

209 1st Class Presort

*13 Jul 17* *to be confirmed by BOT on 25 Jul 17*

All Credit Card transactions are subject to 3% surcharge.

<b>Sub Total:</b>	\$499.82
<b>Tax:</b>	\$0.00
<b>Total Services:</b>	\$499.82

*plb.*

## Board of Trustees Meeting Agenda Memo

Date: July 25, 2017

**Title: Building A Roof Replacement Change Order #1**

Section & Item: 8B

Department: R&M/Capital

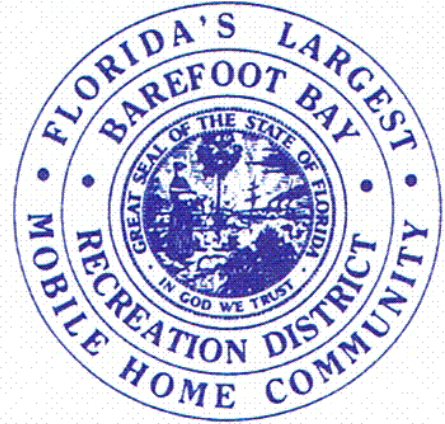
Fiscal Impact: \$9,095.00

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

Attachments: Change Order #1, Minutes from  
27Jun17 BOT Meeting

Reviewed by  
General Counsel: N/A

Approved by:



### Requested Action by BOT

Approve Change Order #1 for the cost of applying "colonial red" coloring to the metal roof.

### Background and Summary Information

The replacement of Building A roof with a metal roof project is funded at \$60,000 in the FY17 R&M/Capital Department Budget.

On 3Apr17, staff issued a request for proposal (RFP) compliant with BBRD procurement policies.

On 12May17, the BOT, by consensus, instructed staff to solicit bids for the project rather than re-advertise the RFP.

On 27Jun17, the BOT awarded a contract to Atlantic Roofing II in the amount of \$50,815 and requested staff to solicit a change order for the option of installing a color metal roof.

On 14Jul17, the BOT selected "Colonial red" for the color of the roof.

Staff subsequently received the attached proposal with the change order cost of \$9,095.00 circled in red. An available \$9,482 is within the FY17 project budget (after the cost of the roof replacement is subtracted).

Staff recommends the BOT award change order #1 to Atlantic Roofing II in the amount of \$9,095.00 for the addition of colonial red color to the metal replacement roof for Building A.

# ATLANTIC ROOFING II

OF VERO BEACH, INC.  
Lic. # CCC1326188

4020 43<sup>rd</sup> Ave  
Vero Beach, FL 32960

Ph: 772-492-8493 Fax: 772-257-5740 E-Mail: [jmalivuk@aol.com](mailto:jmalivuk@aol.com)

Date: 07/03/17 REVISED

To: Matt Goetz  
[mattgoetz@bbrd.org](mailto:mattgoetz@bbrd.org)  
(772) 664-3141

RE: Reroof Sloped roof only  
Barefoot Bay Recreation District  
BUILDING "A" ROOF  
625 Barefoot Boulevard Barefoot Bay, FL 32976

We propose the following furnished and installed;

- \*\* Remove existing shingle roof down to wood deck.
- \*\* Re fasten plywood deck to meet current building code requirements.
- \*\* Install one ply self adhering high temperature underlayment adhered directly to the plywood deck.
- \*\* Install in 26 gauge galvalume non-painted all eave drip, wall flashing, hip cap & gable and closures and sealants.
- \*\* Install in 26 gauge galvalume non-painted 5V crimp metal roofing.
- \*\* Install neoprene boots on plumbing vents.
- \*\* Install stainless steel crickets with soldered seams.
- \*\* Clean up all debris and haul away.
- \*\* Furnish 2 year workmanship warranty.

**TOTAL LABOR AND MATERIAL \$50,815.00**

**To install a 26 gauge galvalume 5V crimp roof in a standard kynar finish ADD: \$9,095.00**

**To install roof in .032 aluminum standard kynar finish ADD: \$15,919.00**

**Aluminum 5V comes with a 25 year manufacturers warranty**

**Note: Any solar panels and/or satellite dishes will have to be removed by owner prior to work starting.**

Payment terms: \*\*25% DOWN 25% UPON COMPLETION OF ROOF REMOVAL 25% ON METAL ROOF DELIVERY 25% UPON COMPLETION \*\*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

With the consent of the Buyer, any rotten lumber or unsuitable substrate materials, which are disclosed as the work progresses and which are not specifically mentioned in this proposal and agreement will be replaced or made suitable and any additional costs will be added to the contract. Plywood replacement will be an additional \$2.85 per square foot with a 32 square foot minimum.

OFFER VALID 15 DAYS FROM ISSUANCE

Authorized Signature: Jerry Malivuk

Date: 07/03/17

## ACCEPTANCE of PROPOSAL

The above specifications, prices and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

Accepted by: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_



# BAREFOOT BAY RECREATION DISTRICT

## Board of Trustees Regular Meeting

June 27, 2017

\*\*\*\*\*7 P.M. –Building D&E

### Meeting Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on June 27, 2017 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Diana called the meeting to order at 7:00 P.M.

### Thought for the Day

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

### Pledge of Allegiance to the Flag

Led by Mr. Lavier.

### Roll Call

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

### Presentations

None brought forward

### Minutes

*Mr. Klosky made a motion to approve the minutes dated June 9, 2017. Second by Mr. Geier. Motion carried unanimously.*

### Treasurer's Report

Mr. Geier presented the Treasurer's Report for June 27, 2017.

*Mr. Klosky made a motion to accept the Treasurer's Report. Second by Mr. Lavier. Motion carried unanimously.*

### Audience comment on Agenda Items

Mr. Richard Schwatlow suggested hiring a city planner to help with the vision for Barefoot Bay twenty and thirty years into the future.

### New Business

#### Confirmation of 19th Hole Carpet Replacement Change Order Approval

Mr. Coffey reported on the request from the carpet vendor currently working on the improvements to the 19<sup>th</sup> Hole. He explained that they did not realize the carpet could not be manually removed, and as such, the removal process would require a mechanical remover at the cost of \$1000. Due to the 19<sup>th</sup> Hole closure, and in an effort to minimize further future closures, Mr. Coffey approved the change order, even though it exceeded his approval limitation of 10% above the original project amount. Staff recommended approval of the change order to Empire Today for \$1000.

*Mr. Cavaliere made a motion to confirm the approval of the change order to Empire Today of \$1,000.00. Second by Mr. Geier. Motion carried unanimously.*





# BAREFOOT BAY RECREATION DISTRICT

## **Adoption of FY18 Budget and Public Hearing**

The Board of Trustees met at a workshop to discuss the FY18 5yr Plan and on three separate workshops, including a Regular Meeting, to review the FY18 Proposed Budget of \$6,223,707.00. The FY18 Homeowners Proposed Budget Summary was mailed out to all the residents on June 2, 2017. Staff recommends the Board approve the FY18 Proposed Budget as mailed to the residents.

General Counsel read the resolution:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT ESTABLISHING AND ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

Mr. Diana opened the Public Hearing for the FY18 Proposed Budget for public input.

Ms. Janet Christen presented the Board with eleven questions regarding various aspects of the FY18 Proposed Budget and District operations. Mr. Coffey briefly explained the public budget review process that the Trustees have been involved in over the last 5 months. Mr. Geier stated that he will personally explain the other questions on the list presented after the meeting.

Ms. Lizzann Taylor encouraged all residents to visit [www.bbrd.org](http://www.bbrd.org) to get updated information regarding meeting agendas and other helpful information about the Barefoot Bay community.

Mr. Diana closed the Public Hearing.

Mr. Klosky voiced his opposition to the proposed increase of \$1.50 to the assessment fee.

*Mr. Geier made a motion to approve Resolution 2017-10 adopting the FY18 Proposed Budget of \$6,223,707.00 as mailed to the residents. Second by Mr. Cavaliere. Mr. Klosky opposed. Motion carried 4-1.*

## **Public Hearing and Adoption of FY18 Assessment Rate**

The Board of Trustees met at a workshop to discuss the FY18 5yr Plan and on three separate workshops, including a Regular Meeting, to review the FY18 Proposed Budget of \$6,223,707.00. The FY18 Homeowners Proposed Budget Summary was mailed out to all the residents on June 2, 2017. Staff recommends the Board approve the FY18 Proposed Budget as mailed to the residents.

General Counsel read the resolution:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT ESTABLISHING AN ASSESSMENT OF \$738.00 FOR EACH IMPROVED RESIDENTIAL LOT WITHIN THE SAID DISTRICT TO FUND THE 2017/18 FISCAL YEAR OPERATING BUDGET OF THE DISTRICT; PROVIDING FOR THE COLLECTION OF SAID ASSESSMENT IN THE MANNER PROVIDED FOR AD VALOREM TAXES PURSUANT TO SECTION 197.363, FLORIDA STATUTES; PROVIDING THAT SAID ASSESSMENT SHALL BE A VALID LIEN UPON EACH IMPROVED RESIDENTIAL LOT SO ASSESSED UNTIL SUCH ASSESSMENT HAS BEEN PAID IN FULL; PROVIDING THAT SAID ASSESSMENT SHALL BE CONSIDERED PART OF THE COUNTY TAX SUBJECT TO THE SAME PENALTIES, CHARGES, FEES, AND REMEDIES PROVIDED FOR THE ENFORCEMENT AND COLLECTION OF COUNTY TAXES; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

Mr. Diana opened the Public Hearing for FY18 Assessment Rate for public input.

None brought forward.

Mr. Diana closed the Public Hearing.



# BAREFOOT BAY RECREATION DISTRICT

Mr. Klosky voiced his opposition again for the increase in the assessment fee. Mr. Cavaliere commented on Mr. Klosky's opinion, stating that his public stance on improving the infrastructure is in opposition with his rejection of the assessment increase. Mr. Diana reminded the residents that the Board is doing their best to be fiscally responsible and any increase in assessments affects them as well. They are working for the betterment of the Bay.

*Mr. Cavaliere made a motion to approve the Resolution 2017-11 adopting the FY18 Assessment of \$738.00 as mailed out to the residents. Second by Mr. Lavier. Mr. Klosky opposed. Motion carried 4-1.*

## **DOR Ballot Mail Out Confirmation Award of Contract**

The Board of Trustees previously approved the Supervisor's of Elections Office coordination and subsequent mail out of the 2017 DOR Ballot. On June 14, 2017 Southwest Direct provided the District with the final invoice of \$8505.51 to include postage. Staff processed payment to expedite the mail out. *Mr. Lavier made a motion to confirm the final invoice amount of \$8505.51 for the DOR Ballot Mail out. Second by Mr. Klosky. Motion carried unanimously.*

## **Shopping Center Lease Amendment: Florist (Blissful Things) Request to Provide Post Office Services**

The Board of Trustees recently approved a lease for a new florist in the shopping center. Blissful Things has requested permission to add an amendment to their lease authorizing a contract post office in their shop. Due to numerous requests for postal service within the Bay since the closing of the last postal center several years ago, staff recommends approval of the request from Blissful Things for a contract postal office at their shop.

*Mr. Klosky made a motion to approve the additional use of Contract Postal Service to the Blissful Things lease. Second by Mr. Geier. Motion carried unanimously.*

## **Removal of Violations Committee Member**

Since the enactment of a new policy for committee members which states that the member will be relieved of their seat on the committee if three or more meetings in a row are missed, Ms. Beverly Charette has incurred three consecutive absences from the Violations Committee. Staff recommends removal of Ms. Charette for the consecutive absences.

*Mr. Klosky made a motion to remove Ms. Charette from the Violations Committee for missing three or more consecutive meetings. Second by Mr. Lavier. Motion carried unanimously.*

## **Appointment to Violations Committee**

Two letters of interest were received for the open seat on the Violations Committee from Ms. Wilma Weglein and Mr. Hurrol Brinker for review by the Board.

*Mr. Klosky made a motion to appoint Ms. Wilma Weglein to the open seat on the Violations Committee. Second by Mr. Lavier. Mr. Cavaliere opposed. Motion carried 4-1*

## **Building A Roof Replacement Award of Contract**

Mr. Coffey explained that the contract for the Building A Roof replacement though originally sent out for RFP, did not receive any bids. Staff subsequently solicited quotes on the project. Mr. Coffey also suggested the Board make a decision regarding options for the color of the metal roof as it is very shiny if not painted.



# BAREFOOT BAY RECREATION DISTRICT

*Mr. Klosky made a motion to award a contract to Atlantic Roofing II in the amount of \$50,815 for the replacement of the Building A metal roof to include paint and recommendations for a color. Second by Mr. Geier. Motion carried unanimously.*

## **Authorization to Procure Hurricane Preparation Shed**

Staff has solicited two quotes for a 12x20 emergency equipment shed. Recommendation is for the metal framed shed as opposed to the wooden frame. Staff also requested authorization to transfer funds for the sheds from R&M contingency to a new line item in order to purchase the sheds.

*Mr. Geier made a motion to authorize staff to execute a budget transfer of \$5,000.00 from R&M/Capital Contingency to a new line item and procure the needed shed. Second by Mr. Lavier. Motion carried unanimously*

## **Golf Course Drainage Award of Contract**

Staff attempted to solicit quotes for the golf course drainage needs, however only one quote was provided by ABM. Mr. Coffey stated that per BBRD Policy, the Community Manager is authorized to use the Exception to Competition clause in the event multiple quotes cannot be obtained in a reasonable amount of time.

*Mr. Klosky made a motion to award a contract for drainage improvements on the golf course in the amount of \$15,996.00 to ABM. Second by Mr. Lavier. Motion carried unanimously.*

## **Golf Course Pump House Award of Contract**

The irrigation pumps on the golf course are currently in the open and exposed to the elements. Staff initially pursued input from Barefoot Bay engineering company, TLC, for a custom built structure which proved to be too expensive. TLC subsequently advised staff solicit quotes for fiberglass and or wood/metal composite structures. Due to the necessity of further essential construction if the fiberglass structure is purchased, staff recommends awarding the contract for the wood/metal building from Barefoot Services. Mr. Diana inquired about lightening protection since the pumps have been struck on more than one occasion. Mr. Ernie Cruz, Golf Manager, stated that he is currently in the process of soliciting a second quote for lightening protection. Mr. Geier and Mr. Diana commended Mr. Cruz and Mr. Matt Goetz, Property Services Manager, for going above and beyond to get these projects completed.

*Mr. Klosky made a motion to award a contract for construction of a pump house building on the golf course in the amount of \$18,740.00 to Barefoot Services, Inc. Second by Mr. Lavier. Motion carried unanimously.*

## **Resumption of Building F Design**

Mr. Coffey presented the Board with the proposal from TLC for design and architectural/construction services for \$39,240 to resume the work towards the Building F replacement project. He gave detailed information regarding the funds available to support the resumption of the project.

*Mr. Cavaliere made a motion to approve \$39,240 to TLC Engineering Services for the resumption of Building F construction. Second by Mr. Klosky. Motion carried unanimously.*

## **Manager's Report**

### Office of District Clerk

Upcoming BOT Workshops:

Thurs. 22Jun17, D/E, 2:30pm (deferred items from 23May17 BOT meeting)



# BAREFOOT BAY RECREATION DISTRICT

Thurs., 06Jul17, D/E, 2:30pm (new date) (lots with excessive back taxes/liens and implementation of removal of derelict homes program and additional signage along US1)

## Finance

Assessment Update – As of 16Jun17, \$3,512,160.00 in gross receipts were received which represents 99.88% of the FY17 Budget (see attached for details). This is the final update of the fiscal year regarding this matter.

## Resident Relations

ARCC Update:

13Jun17 had 9 permits reviewed and approved.

The next ARCC meeting is scheduled for 27Jun17.

## Violations Committee Update:

09Jun17 had 7 cases on the agenda and 2 came into compliance prior to the meeting

The next meeting is scheduled for 23Jun17 with 22 cases on the agenda. 4 cases came into compliance prior to the meeting.

Question and Answer Sessions regarding DOR Ballot – Staff will be holding informal meetings in Building A on the following dates and times to answer any questions residents may have regarding the questions:

Thursday, 6Jul17, 9-11am

Wednesday 12Jul17, 3-5pm

Wednesday 12Jul17, 7-9pm

## Food and Beverage

19th Hole Update – Everything looks good after a minor face lift and will be cooler once new air conditioning unit is tweaked by the vendor. Last week customers had a lot of fun trying their luck at spinning the wheel at the 19th Hole re-opening event. There were chances to win a complementary drink, burger or extra punch on their loyalty card.

Summer Pasta Night Specials – During this summer, residents can enjoy a great deal on smaller portions of pasta dishes for \$5.95 and \$6.95.

Independence Day Weekend Street Dance and Entertainment – There will be a Street Dance on Sunday, 02Jul17 with Collins & Company playing from 2-6pm. The grill opens at noon. On July 4th there will be a D.J. by the pool from 2-6pm. The grill will also open at noon with All American Hot dog specials starting at \$1 until 5pm.



# BAREFOOT BAY RECREATION DISTRICT

Annual Island Escape Party – The event of the summer will be held Saturday, 26Aug17. Tickets will go on sale 10Jul17 at the Lounge, the 19th Hole and Resident Relations. Flyers with all the details are posted.

## Golf-Pro Shop

### Tournaments

Nine and Dine (29Jun17 @ 5:00 pm then food in D&E after) Field is full.

Jr. Golf (July 15th @ 8:30 Shotgun) Sign up begins July 1st

New Golf Course Summer Rates effective 08Jun17

Golf and Lunch rate will be added when the 19th Hole opens (\$25.00 + tax includes 18 holes, cart, and lunch at 19th hole)

## Special Projects

### Grant Projects

Range Tee Box complete (awaiting sod grow in)

Hitting cage should be complete by 22Jun17 weather permitting.

Initial irrigation consultant has been on site. Awaiting design recommendation and rough cost estimate.

In-house bunker repair projects began 15Jun17. #10 greenside is completed

Driving range drainage repairs are underway. Drainage supplies on back-order.

## Property Services

### Routine Work Update:

Set up and restoration of flag retirement ceremony

Cut all DOR grass violations

Cutting grass as fast as possible but Mother Nature is growing it faster than we can mow in some areas.

Began bush hogging canal banks as part of stormwater maintenance work. This will continue on a periodic as needed basis throughout the growing season.

## Special Projects

Daily site inspections of the beach and stormwater drainage projects.

### Beach:

Privacy hedge is planted on the berm

Irrigation system installed

CCTV system is installed. Turnover from vendor to be scheduled.

### Stormwater:

Grading of Tamarind portion of project is underway. Heavy rains are delaying progress.

Continue to address minor restoration issues for residents.

Finished work in the 19th hole (new carpet, A/C, paint, lights, ceiling tiles and fans)

Hosted fire extinguisher use training for staff

Hosted CPR training for staff



# BAREFOOT BAY RECREATION DISTRICT

Continued customization of long-term records storage unit.

## General

Beach Pervious Parking Service Material Procurement – As previously notified to the BOT via email, staff inadvertently miscalculated the amount of crushed concrete needed to install the driving and parking surface, planned to begin next week. In lieu of delaying the completion of the beach project to place the award of contract for approximately \$15,000 in materials on the 14Jul17 BOT agenda, staff requests the BOT authorize Chairman Diana to sign the lowest responsible bid and staff will place confirmation of the award of contract on the 14Jul17 BOT agenda.

*Mr. Geier made a motion to authorize Mr. Diana to sign the award of contract to the lowest responsible bid. Second by Mr. Klosky. Motion carried unanimously.*

## Attorneys Report

General Counsel asked for direction from the Board regarding returned ballots that were signed by someone other than the addressee and sent back to the District by the SOE for determination of validity.

*Mr. Geier made a motion to have General Counsel review the returned ballots with staff. Second by Mr. Cavaliere. Motion carried unanimously.*

He brought up the topic from the recent workshop regarding self-insurance and gave suggestions to either set up a sub-committee to pursue the subject with Representative Fine, as currently this item is not permitted under the Charter.

Ms. Jean Osborne stated that we should stop talking about self-insurance as it is not feasible for the District.

Mr. Diana stated that due to the monumental task of changing the charter we will not pursue this topic.

## Incidental Trustee Remarks

Mr. Lavier announced that he received a hostile anonymous letter recently that was effectively threatening him to resign. He has spoken to Mr. Coffey and General Counsel Repperger and is submitting the letter to the Brevard County Sheriff Office. He stated that under Florida law it is a second degree felony offense to threaten a public official. He maintained that he will not be intimidated by anonymous threats and has no plans to leave his seat on the Board.

Mr. Geier formally wished the residents a Happy 4<sup>th</sup> of July on behalf of the Board. He commended the work at the beach and encouraged residents to take a look at the progress. He congratulated the University of Florida women's college softball team for their recent victory and the men's baseball team for being one win away from national champions.

Mr. Klosky informed the Board of an anonymous call regarding potential violation of the Sunshine Laws between certain trustees at the recent workshop on June 22<sup>nd</sup>. He stated that he will listen to the audio and bring the information back if necessary.

Mr. Cavaliere stated that he supports Mr. Lavier and hears only positive things in reference to his efforts as maintained the purpose for his position on the Board largely as a representative for staff needs and



# BAREFOOT BAY RECREATION DISTRICT

pursuing fiscally responsible ways to improve the community infrastructure. He reiterated that he devotes much of his free time to listening and trying to solve the various issues in the Bay without compensation. Countless hours are spent in meetings discussing the budget among other topics until some resolution is reached. He admitted that though he may inadvertently react sharply if these ideas are brought back up time and again after a resolution has been reached, he is not being personal but can get frustrated at times. Mr. Cavaliere stated his main focus is aimed at dedicating his time to the betterment of the Bay.

Mr. Klosky followed Mr. Cavaliere's statements by adding that he does not take the words from other trustees as offensive as he realizes it takes opposing views at times to address and resolve the issues at hand.

Mr. Diana thanked all who came out to Pool 1 for the Summer Solstice event this past weekend. He stated that his wife and friends coordinate and finance all aspects of multiple events throughout the year. He was pleased to see the great turnout and looks forward to seeing everyone again at the next event. Mr. Diana stated that he thoroughly enjoys his position on the Board and made a statement publically supporting Mr. Lavier and all the other trustees on the Board.

## **Adjournment**

The next meeting will be on July 14, 2017 at 1PM in Building D/E.

*Mr. Cavaliere made a motion to adjourn. Second by Mr. Lavier. Motion carried unanimously.*

Meeting adjourned 8:32PM.

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Joe Klosky, Secretary

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Dawn Myers, District Clerk

# New Business



## Board of Trustees Meeting Agenda Memo

Date: July 25, 2017

**Title: TERM LIMITS REFERENDUM ELECTION**

Section & Item: 9A

Department: Legal

Fiscal Impact: Cost of Referendum Election

Contact: Dawn Myers, District Clerk and Cliff Repperger, General Counsel

Attachments: Draft Resolution for Board of County Commissioner calling for a Referendum Election

Reviewed by  
General Counsel: Y

Approved by:



### Requested Action by BOT

Approve forwarding of draft Resolution to Board of County Commissioners calling for Referendum Election on November 7, 2017.

### Background and Summary Information

In the 2017 Legislative Session, the Florida Legislature approved HB 905 (Chapter 2017-202, Laws of Florida) authorizing term limits for Board of Trustees members subject to approval of the registered electors of the District.

The attached Resolution calls for a Referendum Election on November 7, 2017. If approved, the proposed Ordinance to be adopted by the Board of County Commissioners implementing the amendment to the Charter is attached as Exhibit "B" to the Resolution.

**RESOLUTION 2017-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA CALLING A REFERENDUM ELECTION ON NOVEMBER 7, 2017 ON THE QUESTION OF WHETHER THE CHARTER OF THE BAREFOOT BAY RECREATION DISTRICT SHOULD BE AMENDED TO LIMIT THE NUMBER OF TERMS OF MEMBERS OF THE BOARD OF TRUSTEES OF THE DISTRICT TO NO MORE THAN THREE (3) SUCCESSIVE COMPLETE TWO (2) YEAR TERMS; ALLOWING TERM-LIMITED TRUSTEES TO SERVE AGAIN TWO (2) YEARS AFTER THE TRUSTEE'S LAST SUCCESSIVE COMPLETE TERM; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA:**

**SECTION 1. AUTHORITY FOR RESOLUTION.** This resolution is adopted pursuant to the authority of the Board of County Commissioners of Brevard County, Florida pursuant to Section 418.30, Florida Statutes regarding amendment of the charter of a Mobile Home Recreation District, and any other applicable provisions of law.

**SECTION 2. FINDINGS.** It is hereby found and determined as follows:

A. A charter has been adopted for the Barefoot Bay Recreation District entitled "Charter of the Barefoot Bay Recreation District;"

B. The Barefoot Bay Recreation District Board of Trustees, has proposed certain amendments to the Charter of the Barefoot Bay Recreation District;"

C. Section 418.30, Florida Statutes requires proposed amendments to a recreation district charter to be approved by a vote of the electors of the district and subsequently incorporated into an ordinance of the county or municipality which established said district.

D. The municipal and special districts election to be held on November 7, 2017, is an appropriate and desirable date for the conduct of a concurrent referendum election;

E. All things required to be done prior to the calling of a referendum election on the question of amending the Charter of the Barefoot Bay Recreation District have been done and it is now desirable to call the necessary referendum election.

F. Chapter 2017-202 Laws of Florida, HB No. 905 (2017), authorizes an amendment to the Charter of Barefoot Bay Recreation District, subject to approval of the electors of the District, to limit the number of terms of members of the Board of Trustees of the District to no more than three (3) successive complete two (2) year terms and to allow term-limited Trustees to serve again no sooner than two (2) years after expiration of the Trustee's last successive complete term.

**SECTION 3. REFERENDUM ELECTION.** A referendum election is hereby called and ordered to be held concurrently with the municipal and special districts election to be held on November 7, 2017, to determine whether or not the amendments recited in Section 7 below to the Charter of the Barefoot Bay Recreation District shall be approved.

**SECTION 4. NOTICE OF REFERENDUM ELECTION.** This resolution shall be published twice in full as part of the Notice of Referendum Election, together with a notice in substantially the form attached hereto as Exhibit "A," in *Florida Today*, a newspaper of general circulation in the Barefoot Bay Recreation District published at least twice, once in the fifth week and once in the third week prior to the week in which the referendum election is to be held.

**SECTION 5. PLACES OF VOTING, INSPECTORS, CLERKS.** The polls will be open at the voting places on the date of such referendum election during the hours prescribed by law. All qualified electors shall be entitled and permitted to vote at such referendum election on the proposition provide below. The places of voting and the inspectors and clerk for the referendum election shall be those designated by the Supervisor of Elections of Brevard County, Florida.

**SECTION 6. OFFICIAL BALLOT.** The ballots to be used in the referendum election shall contain one question describing the proposed amendment to the Charter of the Barefoot Bay Recreation District, and shall be in substantially the following form:

**BALLOT**  
**Barefoot Bay Recreation District, Brevard County, Florida**

**NO. 1**  
**BAREFOOT BAY RECREATION DISTRICT CHARTER AMENDMENT**  
**ARTICLE V**  
**TERM LIMITS**

Shall the Charter be amended to limit the number of terms of members of the Board of Trustees of the District to no more than three (3) successive complete two (2) year terms and to allow term-limited Trustees to serve again no sooner than two (2) years after expiration of the Trustee's last successive complete term.

YES (for approval)  
NO (for rejection)

**SECTION 7. CHARTER AMENDMENT.** The full text of the amendments shall be as follows:

- A.** (Attach Draft Charter Ordinance with Amendments incorporated as Exhibit "B")

**B.** The above amendments shall take effect upon the adoption of an Ordinance of the Board of County Commissioners of Brevard County, Florida incorporating those amendments to the Charter of the Barefoot Bay Recreation District as approved of by the electorate and shall apply prospectively to the terms of Trustees elected after the effective date of the amendments.

**SECTION 8. PAYMENT OF REFERENDUM ELECTION EXPENSES.** The Barefoot Bay Recreation District shall pay all lawful expenses associated with conducting the referendum election.

**SECTION 9. VOTER REGISTRATION BOOKS.** The Supervisor of Elections for Brevard County is hereby authorized and requested to furnish to the inspectors and clerks at each place where the votes are to be cast in such referendum election, applicable portions of the registration books or certified copies thereof showing the names of the qualified electors.

**SECTION 10. ELECTION ADMINISTRATION.** The referendum election shall be held and conducted in the manner prescribed by law and shall be as soon as practicable, be returned and canvassed in the manner prescribed by law. The result shall show the number of qualified electors who voted at such referendum election and the number of votes cast respectively for and against approval of the amendment. Upon certification in the manner prescribed by law, the results shall be recorded in the minutes of the Board of County Commissioners of Brevard County, Florida.

**SECTION 11. ELECTION RESULTS.** If the majority of the votes cast at such a referendum election shall be "Yes For Approval", the amendment shall pass.

**SECTION 12. SEVERABILITY.** In the event that any work, phrase, clause, sentence or paragraph hereof shall be held invalid by any court or competent jurisdiction, such holding shall not affect any other word, clause, sentence or paragraph hereof.

**SECTION 13. REPEALING CLAUSE.** All resolutions or other actions of the County which are in conflict herewith are hereby repealed to the extent of such conflict or inconsistency.

**SECTION 14. EFFECTIVE DATE.** This resolution shall take effect immediately upon adoption.

**DONE, AND ADOPTED** in Regular Session of the Board of County Commissioners of Brevard County, Florida this \_\_\_\_\_ day of August, 2017

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
CLERK

By: \_\_\_\_\_  
CURT SMITH , CHAIR

**EXHIBIT “A”**

**NOTICE OF REFERENDUM ELECTION ON  
AMENDMENTS TO CHARTER OF THE BAREFOOT BAY RECREATION DISTRICT**

Notice is hereby given that a referendum election shall be held to consider certain amendments to the Charter of the Barefoot Bay Recreation District. The referendum election shall be held on November 7, 2017, at which the questions described in the following resolution number 2007-\_\_\_\_\_ adopted by the Board of County Commissioners of Brevard County, Florida, on the \_\_\_\_\_ day of August, 2017 shall be submitted to the electors:

[RECITE RESOLUTION]

**EXHIBIT "B"**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 84-05 WHICH CREATED THE CHARTER OF THE BAREFOOT BAY RECREATION DISTRICT; SPECIFICALLY AMENDING ARTICLE V TO LIMIT THE NUMBER OF TERMS OF MEMBERS OF THE BOARD OF TRUSTEES OF THE DISTRICT TO NO MORE THAN THREE (3) SUCCESSIVE COMPLETE TWO (2) YEAR TERMS; ALLOWING TERM-LIMITED TRUSTEES TO SERVE AGAIN TWO (2) YEARS AFTER THE TRUSTEE'S LAST SUCCESSIVE COMPLETE TERM; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the 1983 Florida Legislation has authorized the creation of independent special districts known as "mobile home park recreation districts" by the enactment of Sections 34 through 38 of Chapter 83-204, Laws of Florida; and

**WHEREAS**, the Board of County Commissioners of Brevard County created such a District for Barefoot Bay by way of Ordinance 84-05, which was approved of by a majority of the electors residing in the District; and

**WHEREAS**, the Board of County Commissioners of Brevard County has previously amended Ordinance 84-05 by way of Ordinances 96-53, 08-03, and 2012-01; and

**WHEREAS**, the Legislature of the State of Florida has recently passed HB No. 905 (Chapter 2017-202, Laws of Florida) which provides authority term limits for Board of Trustees members subject to approval of the registered electors of the District; and

**WHEREAS**, the Board of Trustees has recently voted to propose term limits to the registered electors of the District; and

**WHEREAS**, the electors have approved of the amendments to the Charter so proposed in a referendum election held on November 17, 2017; and

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:**

**Section 1.** ARTICLE V of the Charter of the Barefoot Bay Recreation District as established by Ordinance 84-05 and as amended by Ordinances 96-53, 08-03 and 2012-01 shall be further amended to read as follows:

## ARTICLE V

### BOARD OF TRUSTEES

1. General Powers and Duties. The governing body of the Barefoot Day Recreation District shall be known as the Board of Trustees. The Board of Trustees shall exercise all of the powers of the district set forth in Article IV above, and shall have all duties useful and necessary to the exercise of such powers. Except as otherwise provided in this Charter, no action of the Board of Trustees shall be taken except upon the vote of a majority of the entire membership of the board. A majority of the board shall also constitute a quorum for the official conduct of business by the board.

2. Composition and Qualifications. The Board of Trustees shall consist of five (5) members elected by the electors of the district. Each member of the Board of Trustees shall be a resident of the district and shall be a qualified elector of the district.

3. Elections of Trustees.

(a) Qualified persons desiring to have their names placed on the ballot for election as trustees of the Barefoot Bay Recreation District shall present a written petition to the Supervisor of Elections of Brevard County not less than sixty (60) days prior to the date of each election, which petition shall be signed by the applicant and not less than twenty-five (25) other electors of the district.

(b) Elections for the Board of Trustees shall be held annually on the first Tuesday after the first Monday of November, beginning in 1984. Notice of an election setting forth the names of the persons who have qualified as candidates for the Board of Trustees shall be given by the Supervisor of Elections by mail addressed to each qualified elector not less than fifteen (15) days before the date of the election, and shall also be published one time at least ten days prior to such election in a newspaper of general circulation in Brevard County. Notwithstanding the provisions of Section 101.20, Florida Statutes, the publication of a sample ballot shall not be required. The Supervisor of Elections shall be entitled to a reasonable reimbursement for conducting each election, payable out of the general funds of the district.

(c) Beginning with the election held in November, 2008, qualified candidates may run for the Board of Trustees with the candidates receiving the highest number of votes in descending order filling three (3) vacant seats for a two-year term. For the election of November 2009, the qualified candidates receiving the highest number of votes in descending order shall be elected to fill the respective two (2) vacant seats for a two-year term. Thereafter, elections for the Board of Trustees shall be held annually as specified in Section 3 (b) of this Article, with the qualified candidates receiving the

highest number of votes in descending order filling any vacant seats for two-year terms or until their successors are duly qualified. Any trustee may succeed himself in office-, subject to the limitation of terms provided herein.

4. Vacancies on the Board of Trustees. Any vacancy on the Board of Trustees shall be filled for the unexpired term by the appointment by the remaining trustees of a successor from among the qualified electors of the district.

5. Removal of Trustees. Any trustee who fails to discharge his duties may be removed for cause by the remaining members of the Board of Trustees after due notice and an opportunity to be heard upon charges of malfeasance or malfeasance.

6. Organization Of Board. The Board of Trustees shall organize itself within fourteen (14) days next after the first Tuesday after the first Monday in January after each election by electing from its number a chairman, two vice-chairmen, a secretary and a treasurer.

7. Compensation for Services. The trustees shall not receive any compensation their services, but shall be entitled to be reimbursed from funds of the district for any authorized disbursements they may properly incur on behalf of the district.

8. Surety Bonds. Each trustee authorized to sign checks of the district or otherwise designated by the Board of Trustees to handle its funds shall, before he enters upon such duties, execute to the Governor of the State for the benefit of the district, a good and sufficient bond approved by a circuit judge of Brevard County in the sum of Ten Thousand Dollars (\$10,000.00) with the qualified corporate surety conditioned to faithfully perform the duties of his office and to account for all funds which may come into his hands as such trustee. All premiums for such surety on such bonds shall be paid from the funds of the district.

9. Conduct of Business. As a public body, the Board of Trustees collectively, and each individual member of the Board of Trustees, shall conduct their business as a public body and shall be subject to all laws of the State of Florida relating to open government, financial disclosure, avoidance of conflict of interest, and ethics.

10. Indemnity for Trustees. A trustee who is not guilty of malfeasance or misfeasance in office shall be relieved of any personal liability for acts done by him while holding office. Any trustee who is made a party to any action, suit or proceedings solely by reason of his holding office in the district shall be indemnified by the district against reasonable expenses, including attorney's fees incurred by him in defending such suit, action or proceeding, except with respect to matters wherein it is adjudged that such trustee is liable for gross negligence or misconduct in the performance of his duties.

11. Term Limits. Members of the Board of Trustees of the District shall serve no more than three (3) successive complete two (2) year terms; however, term-limited Trustees may serve again two (2) years after the Trustee's last successive complete term. This limitation shall not apply to the portion of any unexpired term served by appointment to fill a vacant seat pursuant to Sec. 418.302 (5), Florida Statutes. This provision shall apply prospectively to the terms of Trustees elected after the effective date of this Ordinance.



**Section 3.** The above amendments were submitted to and approved by the electors of the district at a referendum election held on the 7<sup>th</sup> day of November 2017.

**Section 4.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not effect the other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared severable.

**Section 5.** This ordinance shall take effect immediately upon its adoption.

DONE AND ADOPTED in Regular Session, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

\_\_\_\_\_

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

## CHAPTER 2017-202

### House Bill No. 905

An act relating to the Barefoot Bay Recreation District, Brevard County; authorizing an amendment to the district charter, subject to approval by a vote of the electors of the district, to impose term limits for members of the board of trustees; providing an exception to general law; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Notwithstanding s. 418.302(3), Florida Statutes, and any law to the contrary, the Board of County Commissioners of Brevard County may amend the Charter of the Barefoot Bay Recreation District, subject to approval by a vote of the electors of the district pursuant to s. 418.30, Florida Statutes, to limit the number of terms of members of the board of trustees of the district to no more than three successive complete 2-year terms. A member of the board of trustees to whom this limitation applies may serve again no sooner than 2 years after the expiration of the member's last successive complete term. This limitation shall not apply to the portion of any unexpired term served by appointment to fill a vacant seat pursuant to s. 418.302(5), Florida Statutes.

Section 2. This act shall take effect upon becoming a law.

Approved by the Governor June 6, 2017.

Filed in Office Secretary of State June 6, 2017.

## Board of Trustees Meeting Agenda Memo

Date: July 25, 2017

Title: **Renewal of Exclusive Listing Agreement with Lightle Beckner Robinson, Inc.**

Section & Item: 9B

Department: Shopping Center

Fiscal Impact: 5% of total gross rent

Contact: Susan Cuddie, Resident Relations Manager

Attachments: Original Leasing Agreement and the Renewal agreement

Reviewed by  
General Counsel: N/A

Approved by:



### Requested Action by BOT

Consideration of renewal of Exclusive Listing Agreement with Lightle Beckner Robinson, Inc.

### Background and Summary Information

Three of the Shopping Center leases expired in September 2016. On February 6, 2017, BBRD entered into a contract with Lightle Beckner Robinson, Inc. (LBR) to lease the vacant units in the Shopping Center. The expiration date of that agreement is July 31, 2017.

LBR has successfully negotiated a lease with Blissful Things for one of the three available spaces. The HOA now occupies the second available space. Currently, the only space available for leasing is the space previously used as a Doctor's office.

The attached lease renewal agreement, as proposed by Lightle Beckner and Robinson, will extend the leasing agreement for an additional 12 months.

### Recommendation

Staff Recommends the BOT approve the renewal of the Exclusive Listing Agreement.



**LIGHTLE BECKNER ROBISON**  
\* I N C O R P O R A T E D \*  

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**COMMERCIAL REAL ESTATE SERVICES**

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July 10, 2017

Barefoot Bay Rec District  
Steve Diana  
625 Barefoot Blvd  
Micco, FL 32976

**RE: Extension of Exclusive Leasing Agreement  
935 Barefoot Blvd., Micco**

Dear Steve,

This letter hereby extends that certain and attached Exclusive Leasing Agreement between Lightle Beckner Robison, Inc. (Agent) and Barefoot Bay Rec District, (Owner) for the above referenced property.

By signing this letter below, this agreement is hereby extended from the last day in July 2017 through the last day in July 2018.

We have enjoyed working with you and look forward to completing the successful leasing of your property. Please sign this letter and return it at your earliest convenience.

Best regards,

**LIGHTLE BECKNER ROBISON, INC.**  
**Commercial Real Estate Services**

**Robert P. Beckner, Principal**

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**Steve Diana**

suecuddie@bbrd.org

## EXCLUSIVE LEASING AGREEMENT

FOR AND IN CONSIDERATION of services to be rendered by LIGHTLE BECKNER ROBISON, INC. ("Agent"), a Florida corporation whose address is 70 W Hibiscus Blvd, Melbourne, FL 32901 and BAREFOOT BAY RECREATION DISTRICT ("Owner") whose address is 625 BAREFOOT BAY BLVD BAREFOOT BAY FL 32976 does hereby employ Agent as Owner's sole and exclusive Agent to lease the property ("Property") described in Exhibit A attached hereto and made a part hereof for all purposes, on terms and conditions acceptable to Owner, as determined by Owner in the exercise of its reasonable discretion. This Exclusive Leasing Agreement ("Agreement") shall be executed in accordance with the terms and conditions more specifically described hereinafter.

1. This Exclusive Leasing Agreement ("Agreement") and authority shall be in full force and effect for the period from date of execution until and including JULY 31, 2017 ("Term"), except as specific obligations contained herein may continue beyond such term. Either party may cancel this agreement with 30 days written notice. In the event of cancellation Paragraph 5 shall survive the cancellation.

2. Immediately upon receiving this Agreement signed, witnessed and dated by Owner, Agent shall diligently pursue every means deemed appropriate and effective by Agent to secure tenants for the Property or parts thereof within the shortest reasonable period of time. Such efforts may include canvassing and direct mail efforts aimed at prospective tenants suitable for the property. Agent agrees to cooperate fully with other licensed real estate brokers.

3. During the term of the Agreement, Owner shall refer to Agent the name, address and telephone number of any person or entity inquiring about tenancy in the Property. Anyone having obtained information regarding the Property from any source during the Term of this Agreement shall be considered the prospect of Agent.

4. In the event the Property or any part thereof is leased or placed under contract to be leased by any other person during the term of this Agreement, Owner, its successors or assigns agree to pay to Agent a fee equal to 5% of the total Gross rent to be paid at the lease signing. In the event of a Cooperating Broker, Owner will pay Agent 6%. The Minimum fee will be equal to 1 month's rent. If owner finds their own tenant they will pay broker a 3% fee. In the event that the Property is leased to any public agency/political subdivision, including, but not limited to, Owner using the space for itself, no commission fee or any other compensation shall be due to Agent and this Agreement may be terminated immediately upon the execution of any lease to said public agency/political subdivision. If the above referenced tenants take possession the Landlord will reimburse Broker the cost of signs. Not to exceed \$500.

Such commission shall be paid as follows:

- (a) One-half of the commission is due when Owner shall receive a fully executed lease on terms and conditions satisfactory to Owner in the exercise of its reasonable discretion, and any required advance rental payment or security deposit.
- (b) The balance of commission is due upon occupancy by tenant.

5. No later than ten (10) days following the end of the term of this Agreement, Agent shall submit to Owner an exhibit showing **all** of the prospects that have been contacted by Agent regarding tenancy in the Property and who have physically toured the property with Agent, but who have not executed leases thereon. In the event that any persons or entities included shall lease the Property or any part thereof and shall execute a lease relating thereto and tender to Owner any required rental payments



within ninety (90) days after the Term of this Agreement, Agent shall be deemed to have earned the commission described in Paragraph 4, payable on the terms and conditions described in Paragraph 4

6. No commission shall be due or payable to Agent in the event Owner renews, expands, relocates or leases any space to existing tenants in the property.

7. Owner acknowledges the obligation to lease the Property or part thereof if the authorized rental and terms are met by a tenant ready, willing and able to lease such Property or part thereof on terms acceptable to Owner in the exercise of its reasonable discretion. In the event that Agent secures a tenant and tenant pays advance rental or security deposit and subsequently refuses to or does not, for any reason, move in, the Owner shall be entitled to one-half of **all** monies paid less any legal, design, professional, build-out or other expenses directly attributed to said tenant and Agent shall be entitled to the balance, but no other commission would be due.

8. Agent shall have the right to erect, at Agent's expense, such sign or signs advertising the Property or parts thereof "For Lease" and to remove any other leasing signs therefrom.

9. In the event any litigation, arbitration or appeal arises out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. This Agreement shall be governed by the laws of the State of Florida. Any action or legal proceedings to enforce this Agreement or any of its terms, or for indemnification, shall be exclusively brought and prosecuted in an appropriate court of jurisdiction in and for Brevard County, Florida, and the parties to this Agreement consent to the personal jurisdiction and venue of such courts and to the service of process by any manner provided by Florida law.

10. By signing and accepting this Agreement, owner represents that it has good and merchantable title to the Property.

11. Owner and agent agree to indemnify the other party and hold the other party harmless from losses, damages, costs, and expenses of any nature, including attorney's fees, and from liability to any person, which one party incurs because of the other party's negligence, representations, actions, or inaction's. In agreeing to this provision, Owner does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge specific consideration has been exchanged for this hold harmless/indemnification provision."

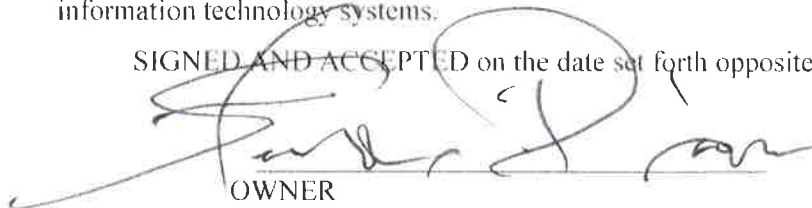
12. This Agreement calls for services to be rendered by Agent, and Owner and Agent understand and agree that in choosing Agent, Owner has relied on the specific and particular qualities of Agent. Accordingly, the rights and obligations of Agent hereunder shall not be delegated or assigned by Agent to any entity or person, whether by contract, agreement or by operation of law, without the prior written consent of Owner thereto. Except as limited by the foregoing sentence this Agreement applies to and shall inure to the benefit of and be binding upon Agent and Owner and their respective agents, assigns, successors and legal representatives.

13. IF THE AGENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: DAWN MYERS,



(772) 664-3141, dawnmyers@bbrd.org, 625 Barefoot Blvd, Barefoot Bay, Florida 32976. All documents, maps, drawings, data and worksheets prepared by Agent for Owner under this Agreement shall be deemed public records pursuant to Section 24 (a) of Article I of the State Constitution and/or Chapter 119, Florida Statutes and shall be maintained and open for access (upon a request of the records custodian of Owner as public records by Agent pursuant to the requirements of Section 24(a) of Article I of the State Constitution and/or Chapter 119, Florida Statutes in the same manner as is ordinarily required of BBRD. This requirement includes ensuring that records which are exempt or confidential and exempt from public records disclosure are not disclosed by Agent except as authorized by law. Upon termination of this Agreement, all public records in possession of Agent shall be transferred, at no cost, to OWNER and all duplicate records that are exempt or confidential and exempt from public records disclosure shall be destroyed. If the Agent keeps and maintains public records upon completion of the agreement the Agent shall meet all applicable requirements for retaining public records. All records stored electronically must be provided by Agent to BBRD in a format that is compatible with Owner's information technology systems.

SIGNED AND ACCEPTED on the date set forth opposite the signatures herein below.

  
OWNER

2/6/17  
DATE

LIGHTLE BECKNER ROBISON, INC.

By   
Robert Beckner, Principal

2-7-17  
DATE

## EXHIBIT A

The property for the purpose of this Exclusive Listing Agreement shall mean

The Property Located at:

935 Barefoot Blvd Building 1 Suite 2 (1560SF),

935 Barefoot Blvd Building 1 Suite 5 and a portion of Suite 4 35(1077SF )

937 Barefoot Blvd Building 2 Suite 3 (1147 SF)

The Space To be Leased is a 2 retail and 1 Medical office. Marketed At \$11.00 a SF with \$3.00 CAM





## Board of Trustees Meeting Agenda Memo

Date: July 25, 2017  
**Title: Revised Rules for the BOT**  
Section & Item: 9C  
Department: Resident Relations: DOR Enforcement  
Fiscal Impact: N/A  
Contact: Dawn Myers, District Clerk; John W. Coffey, Community Manager  
Attachments: Resolution 2017-12 and Exhibit A (Draft revised *Rules for the BOT*)  
Reviewed by  
General Counsel: N/A  
Approved by:



### Requested Action by BOT

Adopt revised *Rules for the BOT* thereby allowing creation of a BOT Sub-Committee under Agenda Item 9D.

### Background and Summary Information

At the 13Jul17 BOT workshop, a consensus was reached by the BOT to form a sub-committee which will provide guidance to staff regarding the Neighborhood Revitalization Program and any needed recommendations to the BOT for Policy Manual changes needed to facilitate the efficient and cost-effectiveness of the NRP. Upon closer examination of the *Rules for the BOT*, staff realized the current document does not allow for the creation of a BOT sub-committee.

Required changes to permit the establishment of a BOT sub-committee are shown (with underlined and strike through methodology) under Article V, Section 8 of the attached draft revision to the *Rules for the BOT*.

.....

Staff recommends the BOT approve Resolution 2017-12 thereby revising the Rules of the BOT.

## **RESOLUTION 2017-12**

### **A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; PROVIDING FOR THE ADOPTION OF VARIOUS REVISIONS TO THE RULES OF THE BOARD OF TRUSTEES; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Board of Trustees has previously adopted Resolution 2017-06 revising the Rules for the Board of Trustees in relation to the duties and roles of trustees of Barefoot Bay; and

**WHEREAS** , the Barefoot Bay Recreation District Board of Trustees discussed the creation of the Board sub-committee currently not allowed under to Article V Transaction of Business by the Board, at a public workshop on July 13, 2017; and

**WHEREAS**, the Board of Trustees of Barefoot Bay Recreation District is desirous of amending the Rules of the Board of Trustees previously adopted and revised consistent with the revised version attached and incorporated hereto as Exhibit A

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

**Section 1:** The Rules for the Board of Trustees for Barefoot Bay Recreation District is hereby amended in accordance with Exhibit "A" attached and specifically incorporated hereto this Resolution.

**Section 2:** If any portion, clause, phrase, sentence or classification of this resolution is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the resolution; it is hereby declared to be the expressed opinion of the Trustees of the Barefoot Bay Recreation District that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this resolution did not induce its passage, and that without the inclusion of any such portion or portions of this resolution, the Trustees would have enacted the valid constitutional portions thereof.

**Section 3.** Conflict with other Provisions.

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

**Section 4.** Effective Date.

The said Rules of the Board of Trustees 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, Steve Diana	_____
Trustee Brian Lavier	_____
Trustee, Frank Cavaliere	_____
Trustee Ed Geier	_____
Trustee, Joseph Klosky	_____

The Chairman thereupon declared this resolution duly passed and adopted this 25th day of July, 2017.

**BAREFOOT BAY RECREATION DISTRICT**

By: \_\_\_\_\_  
STEVE DIANA, Chairman

Attest: \_\_\_\_\_  
JOSEPH KLOSKY, 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 23<sup>rd</sup> 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.

### **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.

#### **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.

**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 2**

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 3**

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

**Section 4**

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

**Section 5**

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

**Section 6**

Under any 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.

## Section 7

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 8

The Board shall have the power to create any advisory or fact-finding committee or sub-committee of the Board as deemed appropriate and necessary by the Board collectively. Any Trustee may propose the formation of any such committee or Board sub-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 or Board sub-committee, the Board shall define in writing the purpose and duration of the committee or Board sub-committee, the number of committee members, their length of terms (committee membership shall not to exceed 5 years and Board sub-committee membership shall be limited to one year or until the Board re-organizes itself under Article 3, Section 3 of this document), appoint the individual members of the committee or Board sub-committee, and assign a staff representative to support each committee. Trustees shall not serve as members of advisory or fact-finding committees. Only Trustees shall serve on Board sub-committees. Each committee or Board sub-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 or Board sub-committee, including the right to dissolve and disband any committee or Board sub-committee, at any time upon a majority vote of the membership of the Board.

The Board shall review all committees (excluding Violations committee) and adopt written purposes of each committee. Existing committee members (excluding Violations and ARCC committees) 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 member of a committee. Applicants for said committees shall submit a resume for consideration of appointment.

Written minutes of committee and Board sub-committee meetings must be kept, with a copy provided to the District Record Custodian for record keeping. Members of all advisory committees and Board sub-committee 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.



**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 and workshops, unless otherwise excused by the Chairperson
- 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 by referring 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 1<sup>st</sup> or 2<sup>nd</sup> 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.

### 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**

“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 including the District as well as with the Barefoot Bay Homeowners Association.

**Section 3**  
**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 Participation
8. Unfinished Business
9. New Business
10. Community Manager's Report
11. Attorney's Report
12. Incidental Trustee Remarks
13. 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 staff on the official bulletin board and on [www.bbrd.org](http://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: \_\_\_\_\_

\_\_\_\_\_  
STEVE DIANA,  
Chairperson

\_\_\_\_\_  
JOSEPH KLOSKY,  
Secretary

## Board of Trustees Meeting Agenda Memo

Date: July 25, 2017

Title: **Establishment of a BOT Sub-Committee for the Neighborhood Revitalization Program**

Section & Item: 9D

Department: Office of the District Clerk

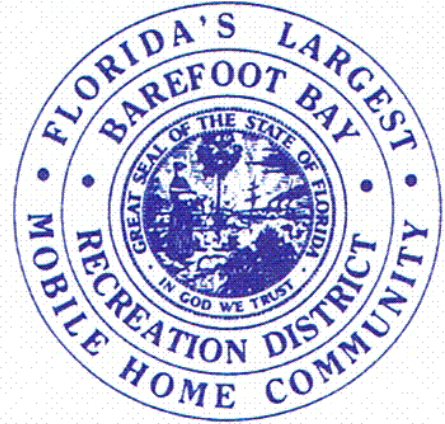
Fiscal Impact: N/A

Contact: Dawn Myers, District Clerk; Susan Cuddie, Resident Relations Manager; or John W. Coffey, Community Manager

Attachments: Draft Rules of the NRP

Reviewed by General Counsel: N/A

Approved by:



### Requested Action by BOT

Review draft rules for Neighborhood Revitalization Program (NRP), select three Trustees for membership in the NRP BOT Sub-Committee and establish said committee.

### Background and Summary Information

The NRP (formerly known as the "removal of undesirable homes program") was established in FY16 and has a FY18 Budget of \$100,000.00. The BOT held a workshop on 13Jul17 to discuss how to better formalize the program to maximize the effectiveness and efficient use of BBRD resources. The BOT reached a consensus to form a Sub-Committee of the BOT consisting of the following Trustees:

- Frank Cavaliere
- Joe Klosky
- Ed Geier

Said Sub-committee would operate similarly to an advisory committee and would follow the attached proposed rules unless otherwise amended.

Staff recommends the BOT establish a Sub-Committee of the BOT for the Neighborhood Revitalization Program consisting of Trustees Cavaliere, Klosky and Geier.

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

### Purpose

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

### Duties/Responsibilities

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

### Number of Members

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

### Quorum and Conduct of Meetings

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

### Terms of Appointment

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

### Staff Support

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

## Board of Trustees Meeting Agenda Memo

Date: July 25, 2017

**Title: Leash Free Dog Park Discussion**

Section & Item: 9E

Department: R&M/Capital

Fiscal Impact: N/A

Contact: Matt Goetz, Property Services Relations Manager; or John W. Coffey, Community Manager

Attachments: Map of area

Reviewed by  
General Counsel: N/A

Approved by:



### Requested Action by BOT

Discussion and direction to staff.

### Background and Summary Information

Trustee Geier request staff cost out the construction of a leash-free dog park and place the issue on the next available BOT agenda.

Staff developed the following cost estimate for a 100' x 150' leash fee dog park (divided into two 100' x 57' zones for large and small animals) east of Building F between the TuTu Walking Trail (see map on the next page for an approximately location).

	Units	Unit cost	Cost
Rolls 4' Chain link fence	12	56.48	677.76
Terminal posts	6	12.48	74.88
Line posts	52	9.98	518.96
Tension bars	20	4.98	99.60
Top rail	60	12.48	748.80
Gates	8	51.98	415.84
Hardware	1	500.00	500.00
Water fountains w/ dog stations	2	3,000.00	6,000.00
Dog waste stations	2	544.85	1,089.70
Water run from Bldg. A area	1	500.00	500.00
Benches	4	472.85	1,891.40
<b>Total (w/o irrigation)</b>			<b>12,516.94</b>
Irrigation	1	1,500.00	1,500.00
<b>Total with irrigation</b>			<b>14,016.94</b>





Currently there is no dedicated funding for this project in FY17, the Approved FY18 Budget or the out years of the FY18-22 5yrFM&CIP. Of note, BBRD's comprehensive liability insurance would cover the addition of a dog park without significant additional costs.

Staff requests direction regarding this issue.

# 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:** July 25, 2017

**Subject:** Manager's Report - revised

Due to the quick turnaround from the 14Jul17 BOT meeting, a detailed Manager's Report is not possible. Additional information will be provided prior to the BOT meeting on 25Jul17.

### Resident Relations

#### 1. **ARCC Update:**

- 11Jul17 had 12 permits reviewed and approved.
- The next ARCC meeting is scheduled for 25Jul17 with 19 permits on the agenda.

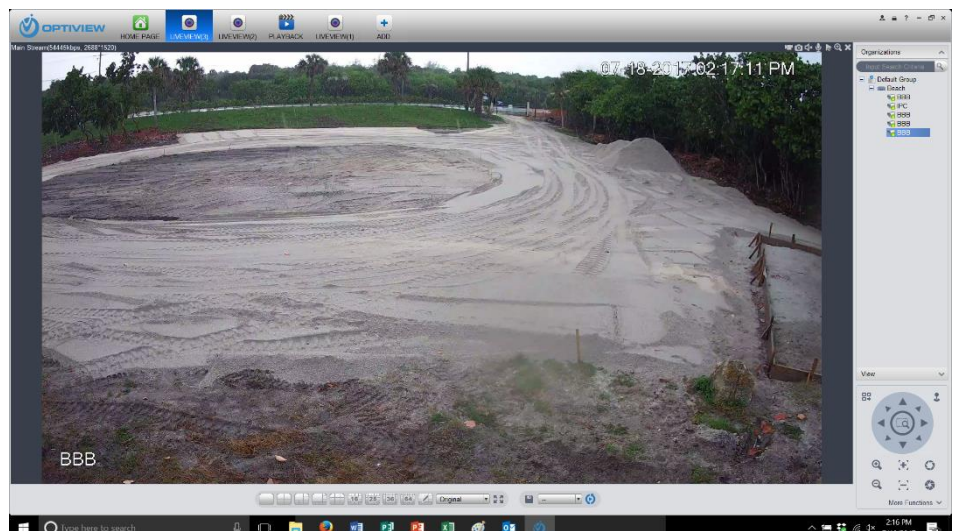
#### 2. **Violations Committee Update:**

- 14Jul17 had 28 cases on the agenda and 11 came into compliance prior to the meeting.
- The next meeting is scheduled for 28Jul17.

### Property Services

#### 3. **Beach Project Update –**

Additional crushed concrete was delivered on Monday (17<sup>th</sup>) and Tuesday (18<sup>th</sup>). Staff spread the materials as indicated in the picture to the right.



# Attorney's Report

# Incidental Remarks from Trustees

# Adjournment