

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

**Monday, June 18, 2018**

**7:00 PM**

1225 Barefoot Boulevard, Building D/E



# BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting  
Tuesday, June 26, 2018 at 7 P.M.  
Building D&E

## AGENDA

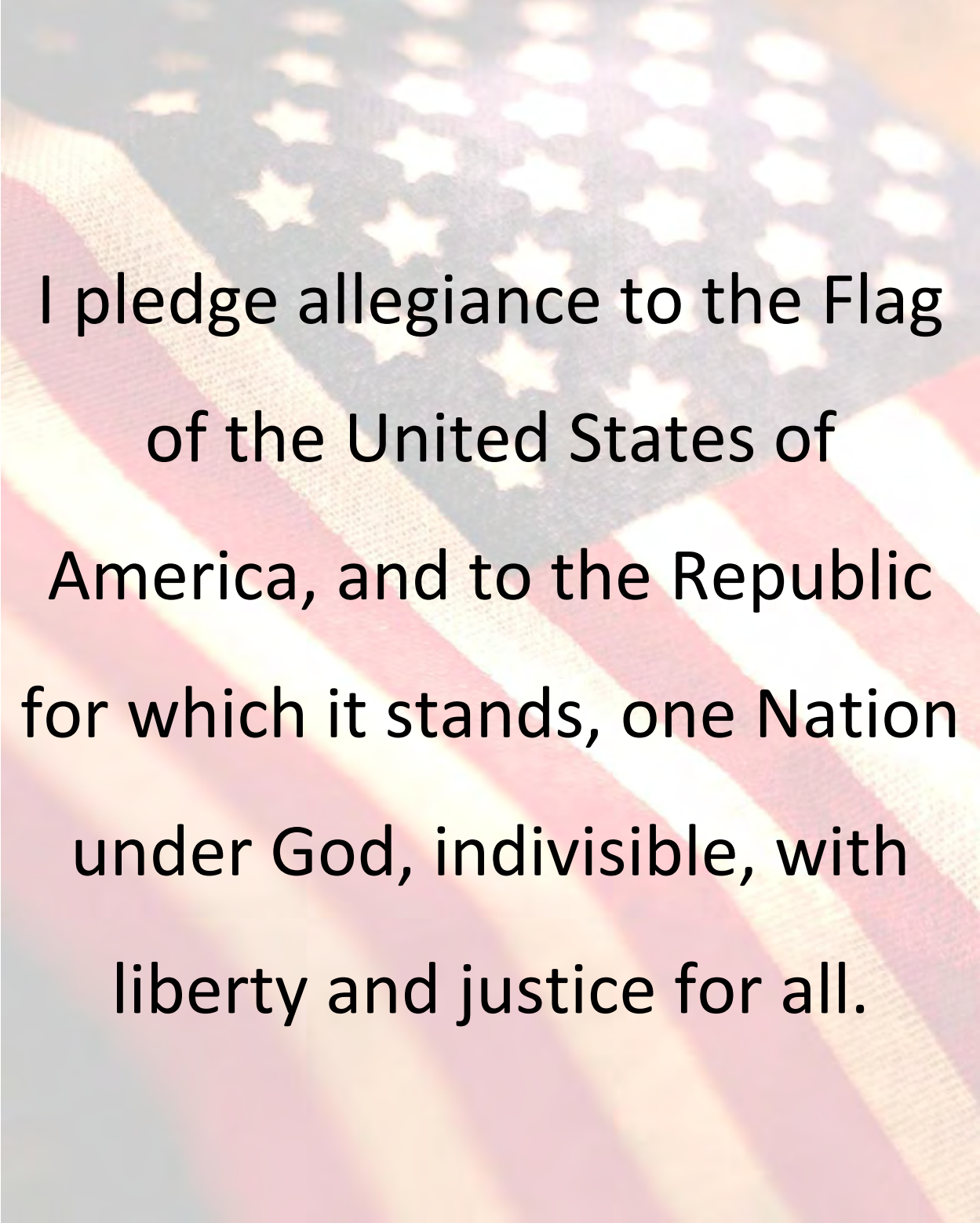
Please silence all electronic devices

1. Thought for the Day
2. Pledge of Allegiance to the Flag
3. Roll Call
4. Presentations and Proclamations
  - A. Fireworks Fundraising Presentation
5. Approval of Minutes
6. Treasurer's Report
7. Audience Participation
8. Unfinished Business
  - A. Micco RV Lot CCTV Repairs/Upgrade
9. New Business
  - A. Adoption of Fiscal Year 19 Budget
  - B. Public Hearing: Fiscal Year 19 Assessment Rate
  - C. Sail Shade Structure (Lakeside of Lounge)
  - D. Golf Course Cart Path Repair/Replacement
  - E. Neighborhood Revitalization Program Purchase Confirmation
10. Manager's Report
11. Attorney's Report
12. Incidental Trustee Remarks
13. Adjournment

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

# Thought of the Day





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

# Roll Call

## **Trustees**

Chairman - Mr. Lavier

1st Vice Chair - Mr. Diana

2nd Vice Chair – Mr. Wheaton

Secretary - Mr. Klosky

Treasurer - Mr. Cavaliere

## **Also Present**

General Counsel- Cliff Repperger, Jr., Esq.

Community Manager - John W. Coffey

District Clerk - Dawn Myers

# Presentations

# Approval of Minutes



# BAREFOOT BAY RECREATION DISTRICT

## Board of Trustees Regular Meeting

June 8, 2018

1 P.M. –Building D&E

### Meeting Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on June 8, 2018 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Lavier called the meeting to order at 1:00 P.M.

### Thought for the Day

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

### Pledge of Allegiance to the Flag

Led by Mr. Cavaliere.

### Roll Call

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

### Presentations

On behalf of the Board Mr. Lavier presented Vicky Hay in Food and Beverage for reaching a 10-year milestone at Barefoot Bay. He thanked Ms. Hay for her service to the Barefoot Bay Community and awarded her with a 10-year pin, certificate and 2 Barefoot Bay bucks, redeemable for 2 regular workdays off. Special recognition to Butch Tower in the custodial department, not in attendance, for achieving his 10-year milestone as well.

### Minutes

*Mr. Diana made a motion to approve the Minutes for May 11, 2018 as written. Second by Mr. Cavaliere. Motion carried unanimously.*

*Mr. Diana made a motion to approve the Minutes for May 22, 2018 as written. Second by Mr. Cavaliere. Motion carried unanimously.*

### Treasurer's Report

Mr. Cavaliere read the Treasurer's Report for June 8, 2018.

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

### Audience comment On Agenda Items

Mr. Ed Keely shared his dissatisfaction with the proposed bond issue as he believes the bond will put the community in debt for a projected 30-year timeline. He stated that the proposed D/E Building is too





# BAREFOOT BAY RECREATION DISTRICT

extravagant for Barefoot Bay. He voiced his opinion that a majority of the residents are against the issuance of a 30-year bond.

## **Unfinished Business**

### **2002 Diner Lease Assignment Decision**

Ms. Ninette Ierome, owner of 2002 Restaurant, asked the Board to authorize an additional two months discount on the newly acquired RJ's 2002 Restaurant. She stated that she and her accountant were not aware of the additional amount for CAM and Real Estate taxes as part of the monthly lease payment. She and accountant, Margaret reported to the Board about the great deal of work that was necessary to bring the restaurant up to health code standards. She relayed the issues they have encountered with numerous health code violations from the previous owner and maintained that the months of August and September are the slowest revenue producing months of the season, she asked the Board to please accept their request. Mr. Cavaliere stated his opposition to granting additional months of discounted rent since he was not present for the original motion and does not support raising assessment fees while waiving lease payments to anyone. Mr. Wheaton was in favor of granting a forbearance of the rent until December. Mr. Klosky and Mr. Diana agreed.

*Mr. Wheaton made a motion to defer 50% of the monthly base rent for August and September until December. Second by Mr. Diana. Mr. Cavaliere and Mr. Lavier opposed. Motion carried 3-2.*

### **New D/E/19<sup>th</sup> Hole Pro Shop/Cart Barn Lounge Expansion**

Mr. Cavaliere explained that the reasoning behind putting this item on the agenda was to revisit the need for a "clubhouse" type building as opposed to simply planning an expansion of the Building D/E/19<sup>th</sup> Hole. He stated that he was concerned that the original proposal would require reconstruction of a portion of the golf course. The Board discussed planning a workshop to further discuss options. Board consensus to move the topics of Building D/E/19<sup>th</sup> Hole and Lounge Expansion to a Workshop.

*Mr. Cavaliere made a motion to instruct General Counsel Repperger to develop a referendum question which provides the opportunity for residents to choose between a 15-year loan with increase to the assessment or a 30-year bond with ideas on how the bond will be paid back. Second by Mr. Diana. Mr. Klosky opposed. Motion passed 4-1.*

Mr. Schwaltow asked to just expand the D/E building rather than removing the building completely. He also suggested investigating other locations for a new building. He thanked the Board and staff for all their hard work.

Mr. Tom Guinther stated that the referendum question should include a third option or the residents are forced to choose one or the other options even if they are against both of them.

Mr. Roger Compton reminded the Board that they have an obligation to maintain and upkeep the facilities in Barefoot Bay regardless of any disagreement from a portion of the community.



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Ms. Carol Joseph agreed with Mr. Compton. She reiterated that the Board have been working hard on this issue for many months and should have the support from the community to move forward with the project. She stated that the reality is these upgrades and all maintenance to the buildings and amenities takes funding to get the projects completed.

Ms. Jeanne Osborne asked the Board to make a determination either way on whether the bond issue will proceed as the events leading up to it (i.e., approval of the bond then halting the process) have become confusing to the residents in the community. Mr. Cavaliere stated that he undoubtedly wants to move forward, however he has seen a need to reconsider how we will finance the projects.

Ms. Louise Crouse asked the Board to please reconsider putting this on the referendum until they have the full scope of the projects and pricing.

Ms. Fran Solecki requested information on why the Proposed Lounge expansion is occurring now but years ago was not permitted to move forward when the residents wanted the expansion. Mr. Klosky stated that at the time the Board was advised not to expand past the footprint of the existing building.

## **DOR Violations**

DOR Violation 17-004770 942 Jacaranda Drive

ARTICLE III, SECT. 3 (A) (B) (C) (D) (E) Vehicle Violations(Boats/Trailer/RV/Comm. Vehicles, Etc.)

*Mr. Cavaliere made a motion to refer this Violation to the General Counsel Repperger for legal action, equitable or other appropriate action with failure to comply. Second by Mr. Diana. Motion carried unanimously.*

## **Banking Issues**

Mr. Cavaliere suggested staff investigate another account to move the funds currently in the BOA Money Market Account to another fund that is easily accessible. He also discussed directing staff to research options that will provide returns on the money in our account.

*Mr. Cavaliere made a motion to find another fund to place the money from the BOA Money Market Account. Second by Mr. Klosky. Motion carried unanimously. n*

## **Pool Temps**

Ms. Margaret Le Cleur commented on the current temperature of Pool 1. She voiced concern on keeping the temperature at 86 degrees as this is dangerously high and detrimental to the health of many people. She recommended the Board decide on a compromise regarding the pool temperatures.

Due to the wide variety of personal comfort levels requested by the residents, Mr. Cavaliere recommended we follow the manufacturer's advice on where the pool temps should be.

Ms. Carol Joseph stated that 86 degrees may be too warm and agreed that we should come to a compromise. Mr. Coffey reminded the Board of the manufacturer's recommendation of 82 degrees. Mr. Diana voiced his opinion regarding this item not being a Board issue and should be a staff decision.

*Mr. Cavaliere made a motion to follow the manufacturer's recommendation on where the pool temps should be. Second by Mr. Wheaton. Mr. Diana abstained. Motion carried 4-0.*



# BAREFOOT BAY RECREATION DISTRICT

## **Poll Heater Replacement Confirmation**

Mr. Coffey requested the Board retro approve his award of contract in March to the GasMan for the purchase of the 1,000,000 BTU pool heater from for pool 1 and waive the second quote.

*Mr. Cavaliere made a motion to confirm the Community Manager's award of contract to The Gas Man in the amount of \$\$10,892 for a Pool#2 replacement heater while waiving the second quote requirement. Second by Mr. Diana. Motion carried unanimously.*

## **FY 2018 Budget Amendment and Resolution Adding Two Seasonal 40 Hour Per Week Groundskeeper Positions**

Mr. Coffey requested the Board review and approve the Budget Amendment and Resolution to approve the addition of two seasonal 40-hour per week Groundskeeper positions to the FY18 Budget and budget amendment to move the required budget to Property Services: Grounds Sub-Department. General Counsel Repperger read the resolution:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2017-10; AMENDING THE BUDGET; PROVIDING FOR FUNDING FOR TWO SEASONAL GROUNDSKEEPERS.

*Mr. Cavaliere made a motion to approve the Resolution amending the FY18 Budget Amendment. Second by Mr. Klosky. Motion carried unanimously.*

## **Exercise Equipment on TuTu Trail**

Mr. Cavaliere requested this item get placed on the agenda to discuss removal or replacement of the deteriorating exercise equipment on the walking trail. Mr. Coffey stated that replacement costs range from \$8,000—\$44,000.

Ms. Jeanne Osborne reminded the Board that this equipment was no cost to the District at it was completely donated by the widow. She hoped all the equipment would not be completely taken away. Board discussion ensued.

*Mr. Cavaliere made a motion to remove the poles on TuTu Trail that are missing signs. Second by Klosky. Motion carried unanimously.*

## **Generator Study**

Mr. Coffey explained that staff was directed to investigate acquiring a generator study for Building A, the Lounge, the New Administration Building and lights around the traffic circle back in January 2018. He presented documentation from a study by TLC which detailed an estimate for a 250 KW system costing approximately \$400,000.

## **Manager's Report**

### Finance

- **Surplus Disposition** – On-line auctions for the surplus mid-size truck, dump truck and gas-powered golf cart resulted in a net \$4,509.00 in revenue to BBRD. Additional surplus items will be listed for sale at the site in the future at <https://www.govdeals.com>.

### Resident Relations

#### ARCC Updates

- Meeting on May 29, 2018 had 40 permits of which 3 were denied and 37 approved.



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- The next meeting will be on June 12, 2018 at 9 am in the HOA office.

## Violations Committee Updates

- Meeting on May 25, 2018 had 17 cases on the agenda with 2 cases coming into compliance prior to the meeting and 12 being found in violation.
- The next meeting will be on June 8, 2018 at 10 am at Bldg. D&E with 28 cases and 12 came into compliance before the meeting.

## Community Watch Statistics for May

- 9 Residents helped
- 11 Contact with Deputies
- 85 Violations noted for DOR Inspectors
- 14 Non-functioning street lights reported to FPL

## Food & Beverage

- **Belmont Race Party in the Lounge.** – Come and cheer on Justify on June 9<sup>th</sup> as he tries to win the Triple Crown. Three Ring Circus will play from 5-9pm. Pastrami and chicken waldorf sliders will be on the menu and the special drink will be the Belmont Jewel.
- **Father's Day Clam Bake** – Tickets for the annual event are on sale in the Lounge, 19<sup>th</sup> Hole and Resident Relations Office. Flyers with all the details are posted.
- **"A Night in Paradise"**, our annual Luau, will be held on Saturday, July 21 pool #1 with a tropical themed buffet and cocktail menu. Tickets for this highly anticipated event go on sale June 18<sup>th</sup> in the Lounge, the 19<sup>th</sup> Hole and Resident Relations.
- **A Special Independence Day Street Dance** will be held on Sunday, July 1<sup>st</sup> at Pool #1 from 5-9pm and ending with fireworks at 9pm. The night's entertainment is the Hatley Band from Sarasota who played at the Barefoot by the Lake festival. The grill will be open from noon until 8pm.

Event flyers with all the details are posted.



at



## Golf-Pro Shop

- **Tournaments: Sign up at Pro Shop or call 664-3174 for details**
  - Fireworks Over the Bay fundraiser, June 23<sup>rd</sup>, 8:30am shot gun
- **Course Aerification**
  - June 4<sup>th</sup> Back Nine and Putting Green Closed
  - June 5<sup>th</sup> Front Nine and Driving Range Closed
  - Weed Control will cause yellowing for next few weeks
- **Projects** beginning next week
  - Drainage on #3 and #5 started and estimated completion is end of next week
  - Bunker restoration phase 3
    - Completed 3 bunkers so far
    - #13 (combination bunker and drainage project) will start after completion of drainage projects on #3 & #5





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- Sod will be done all at once after all drainage and bunker projects are completed
- Restroom roofs on 6 and 16 (Contract awarded to Melbourne roofing; awaiting permit)
- Chemical building roof (Contract awarded to Melbourne roofing; awaiting permit)
- Water Stations ordered (delivery is expected on 29Jun18)
- **Father's Day Sale** – Call Pro Shop for details 772.664.3174 (June 9<sup>th</sup> through 17<sup>th</sup>)
- **Jr. Golf Camp** begins June 8<sup>th</sup> (Sign up at Pro Shop)

## Property Services

- Continued pressure washing around Pool 1
- Set up and tear down for Memorial Day event (changed at last minute to inside of Building A)
- Addressed all current DOR grass violation
- Finished installation of the new benches around shuffle board
- Bench covers for select benches at the bocce ball and shuffle board courts were received and will be installed as time permits
- Removed damaged bench (one of the new ones) from the shuffle board courts (appears a golf cart ran into it and buckled the back and seat plus broke a weld on the legs)
- Continued to conducted interviews for vacant positions
- Continued to solicit quotes for FY18 R&M/Capital projects
- Repaired US Flag pole along US1

## **Attorney's Report**

No Report

## **Incidental Trustee Remarks**

Mr. Diana requested Mr. Coffey please look into adding fly lights for the 19<sup>th</sup> Bole and a the Lounge due to the problem in these locations.

Mr. Wheaton stated he was pleased at the direction in which the Board is moving in regards to the projects financing.

Mr. Klosky asked about the status of the meeting with County regarding the weir on Dotty Lane. General Counsel stated that he is working on arranging the meeting.

Mr. Cavaliere no remarks.

Mr. Lavier wished all the dads a Happy Father's Day.

## **Adjournment**

Mr. Cavaliere made a motion to adjourn.

The next meeting will be on Tuesday June 26, 2018 at 1PM in Building D/E.

Meeting adjourned 2:47PM.

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Joseph Klosky, Secretary

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Dawn Myers, District Clerk

# Treasurer's Report

# Barefoot Bay Recreation District

## Treasurer's Report

June 26, 2018

### Cash Balances in General Fund as of 6/18/18

Petty Cash

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

### Operating Cash in Banks

MB&T Operating Account

2,601,422.11

**Total Operating Accounts:** 2,601,422.11

### Interest Bearing Accounts

BOA Money Market Account

105,653.01

SBA Reserve Account

563,405.57

**Total Interest Bearing Accounts** 669,058.58

### Total Cash Balances in General Fund:

**\$ 3,272,480.69**

### Total Daily Deposits and Assessments Rec'd for 6/1 - 6/18/2018:

Daily deposits: \$ 94,796.82

Assessments received (from County only): 171,911.93

**Total Deposits Received** **\$ 266,708.75**

### Expenditures over \$5,000 for 6/1 - 6/18/2018:

Check Number	Vendor	Description	Check Amount
50506	Florida Power & Light Co	Electricity	6,976.70
50537	US FoodService, Inc.	Food Supplies	5,727.27
50564	Health First Health Plans	Health Insurance	15,499.04
50574	Rossway Swan Tierney Barry Lacey & Oliver P.L.	Legal: May 2018	8,272.76
50591	Peter M. Kendrigan & Sharon R. Kendrigan	Neighborhood Revitalization Program	7,380.20
	Florida Department of Revenue	Sales Tax: May 2018	10,504.79
	Paychex	Payroll Liability: PPE 6/10	53,723.30
	US Treasury Department	Payroll Tax Liability: PPE 6/10	15,269.54

**Total Expenditures over \$5,000 for 6/1 - 6/18/2018:** \$ 123,353.60

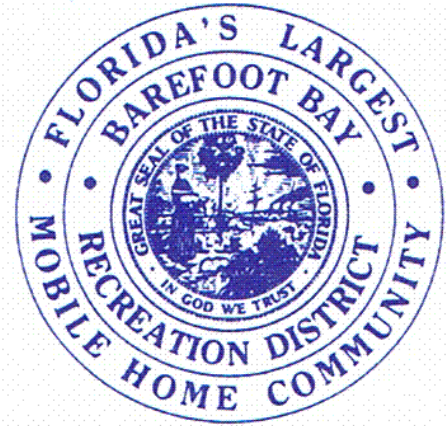
# Audience Participation



# Unfinished Business

## Board of Trustees Meeting Agenda Memo

Date: June 26, 2018  
Title: Reconsideration of Micco RV Storage CCTV Repair/Replacement  
Section & Item: 8A  
Department: RV Storage  
Fiscal Impact: \$13,269.00  
Contact: Joe Klosky, Trustee; or John W Coffey, Community Manager  
  
Attachments: Minutes from May 11, 2018 BOT meeting  
  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, Community Manager



### Requested Action by BOT

Review and direction to staff.

### Background and Summary Information

At the May 11, 2018 BOT meeting the following motions were made and approved by the BOT.

1. Mr. Cavaliere made a motion to not approve the CCTV system upgrade in the Micco RV Lot. Second by Mr. Wheaton. Motion carried unanimously.
2. Mr. Cavaliere made a motion to remove funding from the budget to upgrade the cameras at the West RV lot and discontinue the cameras. Second by Mr. Klosky. Motion carried unanimously.

Staff has notified all leaseholders of the planned discontinuation of the RV lot CCTV systems which will go into effect on Monday July 2, 2018 unless otherwise instructed by the BOT.

Trustee Klosky requested this item be placed back on the agenda for reconsideration.

(Original agenda material is below in italics)

*Although renters of spaces at BBRD's RV Storage lots sign leases stating "Lessee is solely responsible for all loss or damage to Lessee's stored property.", BBRD has the standing practice of providing security cameras through closed circuit television (CCTV) systems. The quality of the CCTV system at the Micco RV Storage lot has deteriorated considerably over the past few years. Additionally, many renters of storage spaces have the "opinion" that BBRD should be providing them "security" at the lots.*

*Options for consideration by the BOT include:*

1. *Disconnection of current system and cessation of CCTV systems at the Micco and West RV lots*
2. *Upgrade of systems to acceptable recording standards*
  - a. *This agenda item covers the Micco RV lot*
  - b. *Upgrades to the West RV lot are currently in the FY19 Proposed Budget*

*To provide the BOT with the cost of repairing and replacing obsolete cameras and the DVR, staff solicited a quote from the current vendor responsible for maintenance of the system:*

- ADS \$13,269.00

*If the BOT wishes to upgrade the CCTV system, a second quote is not required as the Policy Manual's Exception to Competition #7 waives the second quote requirement in cases where "Capital or R&M projects proposed by a vendor responsible for long-term maintenance when recommended by responsible department manager and approved by the Community Manager."*

Hence, if the BOT wishes to continue the CCTV system at the Micco RV Storage lot, staff recommends the BOT award a contract to ADS for CCTV replacement in the amount of \$13,269.00.

Staff requests direction regarding this matter.



# BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Regular Meeting  
May 11, 2018  
1 P.M. –Building D&E**

## **Meeting Called to Order**

The Barefoot Bay Recreation District held a Regular Meeting on May 11, 2018 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Lavier called the meeting to order at 1:00 P.M.

## **Thought for the Day**

Mr. Lavier asked for a moment of silence to honor our service personnel both past and present who have helped protect our country. He also asked that we remember our Barefoot Bay residents both past and present. He informed the audience of a special moment of silence to acknowledge the loss of 25-year veteran employee of Barefoot Bay Recreation District, Ms. Sandy Lobello. Ms. Lobello was a dedicated employee in the Pro Shop, Resident Relations and advocate for the veterans and veteran services in Barefoot Bay.

## **Pledge of Allegiance to the Flag**

Led by Mr. Wheaton.

## **Roll Call**

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

## **Presentations**

### **Minutes**

*Mr. Cavaliere made a motion to approve the minutes from April 13, 2018. Second by Mr. Wheaton. Motion carried unanimously.*

### **Treasurer's Report**

Mr. Cavaliere read the Treasurer's Report for May 11, 2018.

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

## **Audience comment On Agenda Items**

Mr. Rich Schwatlow shared his thoughts on the proposed expense to update the current CCTV system in the RV and Boat Storage. He stated that it is an unnecessary expense for the Bay as the storage area is fenced and card access only.

## **Unfinished Business**

### **FASD**

Mr. Cavaliere explained that the Board previously voted to renew their membership with the Florida Association of Special Districts (FASD). Today he would like to nominate a resident from the District to represent Barefoot Bay at their forums and events. Mr. Cavaliere made a motion to select Mr. Ed Geier as



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the District representative to the FASD. Mr. Lavier passed the gavel to Mr. Wheaton in order to second the motion.

Ms. Jeanne Osborne commented on the number of eligible females in the Bay and asked that the Board consider a female resident to represent the District.

Mr. Klosky made a motion to select Ms. Jeanne Osborne as the resident representative. General Counsel Repperger stated that there already was a motion on floor and a second. Mr. Cavaliere withdrew his motion and requested tabling the item until the next meeting.

*Mr. Cavaliere made a motion to table the agenda item until the next meeting. Second by Mr. Lavier.*

*Motion passed unanimously.*

Ms. Carol Joseph asked for clarification as she thought the representative had to be a Trustee. Mr. Coffey stated that he spoke with the Executive Director of FASD and he did confirm that the representative can be a non-employee, non-legislative individual.

## **Update on Golf Signs on US1**

Mr. Jack Reddy shared his frustration concerning the repeated topic of Golf at the District meetings.

Mr. Cavaliere asked for an update on the public golf course signs the Board asked to be placed on the entrance walls to Barefoot Bay. Mr. Coffey stated that a deposit has been provided to the vendor, however there has been a delay with the completion of the signs. Mr. Matt Goetz, Property Services Manager, is in close contact with the vendor and was told that the process is a lengthy one. Mr. Cavaliere suggested that if there is an option for refund perhaps we can pursue this and investigate another sign vendor or have General Counsel contact the vendor to encourage acceleration of the process.

## **Recap of D&E Complex As Understood by Trustee Cavaliere**

Mr. Cavaliere began a discussion on investigating the feasibility of an alternate option for Building D/E. He suggested placement of a 7,000 square foot building for meeting space in the area behind the shopping center. He explained that since the proposed replacement building will encroach onto the current golf course area which will incur additional costs to redesign the golf course, perhaps we can consider expansion of current D/E Building. He proposed expansion of the 19<sup>th</sup> Hole kitchen, dining area and the Pro Shop. He inquired about his concerns about delaying the bond process. Mr. Coffey stated that the change in plans will, in fact, slow down the bond process but encouraged the Trustees to take as long as they want to make a decision. He reminded the Board that BBRD Financial Advisor, Mr. Clark Bennett cautioned them to make a firm decision before moving forward as it will affect the bond process. Mr. Wheaton agreed that we should hold off on the bond process until we have a firm idea of which direction will move.

Ms. Jeanne Osborne asked for clarification about Mr. Cavaliere's proposal. She inquired about considering a building survey on the effectiveness of our current meeting facilities. Mr. Cavaliere explained that he understands that the residents are showing a higher interest in expansion of the Lounge than for the D/E Building and would rather focus on what the homeowners are more interested in.

Ms. Carol Joseph inquired about putting the bond issue on hold for a while until we get a better idea of what projects need to be addressed.



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Mr. Cavaliere clarified that he only wants to hold off for a week or so to check out the space to see if it fits and if it does not he would like to proceed as planned.

General Counsel also advised holding off as long as it takes to make the right decision. Mr. Jason Pierman echoed General Counsel's words and stated that small changes after making the decision to move forward is possible but large decisions like this one are not possible so he recommends waiting until the Board is certain about what they are going to do. He cautioned that interests rates may go up but its better to wait than to move forward with still unknown factors.

Ms. Sue Reddy questioned the legalities of moving forward without the consent of the residents.

General Counsel reiterated that each situation should be looked at individually, but the court has ruled that any buildings already in the platted area are outside of the requirements for the \$25,000 cap. He continued that any proposed new buildings purchased would be subject to the acquisition limitations stated in the Charter.

Ms. Louise Crouse applauded the Board on listening to the residents in this instance. She suggested the Board also think about the fact that since the Resident Relations staff will transition to the new Administration Building, we may consider the space where the current Resident Relations office and the Water Department office as additional space for a possible profit bearing venue.

Mr. Robin Nash shared his comments about moving forward with the bond process and stated that he supports the Boards decision to obtain the 30-year bond.

*Mr. Wheaton made a motion to have TLC provide the information on the feasibility of a 7,000 square foot building in the area behind the shopping center. Second by Mr. Cavaliere. Mr. Klosky opposed. Motion carried 3-1*

## **Employee Incentive Program**

In October 2017, the Board authorized the development of a draft Employee Incentive Program that complies with Section 215.425, Florida Statutes to be brought back at a future meeting. General Counsel Repperger and BBRD Staff have developed a program that complies with the requirements of the statutory section. General Counsel presented the program to the Board.

*Mr. Cavaliere made a motion to approve the Employee Incentive Program as presented by General Counsel Repperger. Second by Mr. Klosky. Motion carried unanimously.*

## **Fireworks Display**

Staff solicited a quote from Zambelli Fireworks for a 10-12-minute display. Mr. Coffey presented a map of the fireworks zone near the unused shuffle board courts by the playground (future mini golf area) and the safety restricted zone (area that the shuffle board courts, bocce ball courts, lawn bowling and horse shoe pits). Mr. Cavaliere suggested the 10 million insurance liability language is included in the contract. He stated that the amount attributed to BBRD should not be higher than \$10,000.

*Mr. Cavaliere made a motion to approve the contract with the amendment that the \$10 million liability insurance is listed in the contract. Mr. Lavier passed the gavel to Mr. Wheaton. Second by Mr. Lavier.*

*Mr. Klosky opposed. Motion passed 3-1*

Mr. Rich Schwatlow voiced his opinion regarding the high cost for the fireworks and his opposition to spending this amount of money on this type of purchase.



# BAREFOOT BAY RECREATION DISTRICT

## **New Business**

### **Parking Issues at Softball Field**

Mr. Cavaliere stated that he was presented a petition from the residents on Wren Circle regarding the problem with parking at the softball field. He stated he is happy with the resolution that has come out of the problem. Mr. Coffey clarified that the resolution to the problem is a change in landscaping so the parking will be on the District property rather than on Wren Circle.

Mr. Brian Belanger stated that they have come up with a resolution to add at least 20 more cars in the current parking area. Visitors can also park on Dottie Lane.

Mr. Louis Sabella stated that he started the petition. He stated that the residents on Wren Circle will work with the softball players but will be back if this resolution does not work.

### **Responsibility of Committee Members Making Public Statements**

Mr. Cavaliere stated that he is tired of a certain resident printing inaccurate statements in the Tattler as it is irresponsible and causes misinformation around the community. He stated that if it continues he will request the Board remove him from any and all committees that he currently sits on.

### **Micco RV Storage CCTV Repair/Replacement**

Mr. Coffey stated that the quality of the CCTV system at the Micco RV Storage lot has deteriorated considerably over the past few years. He requested direction on the Board if they would like to pursue the upgrade of the system. Staff recently received a quote from ADS for \$13,269.00.

Mr. Cavaliere stated he is not in favor of continuing with the funding for the upgrade to the CCTV system.

*Mr. Cavaliere made a motion to not approve the CCTV system upgrade in the Micco RV Lot. Second by Mr. Wheaton. Motion carried unanimously.*

*Mr. Cavaliere made a motion to remove funding from the budget to upgrade the cameras at the West RV lot and discontinue the cameras. Second by Mr. Klosky. Motion carried unanimously.*

### **Replacement Mower**

Budgeted for FY18 is the replacement of the commercial lawn mower. Staff solicited a quote from the state bid system from WescoTurf for \$32,145.

*Mr. Cavaliere made a motion to award contract for a replacement mower to WescoTurf in the amount of \$32,145.61. Second by Mr. Klosky Motion carried unanimously.*

## **Manager's Report**

### **Finance**

FY18 Assessment Collection Update – \$3,340,276.65 (gross) or 92.8% of the FY18 Budget has been received as of April 12<sup>th</sup>. Please see attached for details.

### **Resident Relations**

#### **ARCC Updates**

- Meeting on April 17, 2018 at 9am in the HOA office. There were 46 permits on the agenda 2 extensions were granted 2 were denied.
- Meeting on May 1, 2018 at 9 am in the HOA office. There were 44 permits on the agenda 2 extensions were granted 1 was denied.



# BAREFOOT BAY RECREATION DISTRICT

- The ARCC Committee will meet again on May 15, 2018 at 9 am in the HOA office.

## Violations Committee Updates

- Meeting on April 13, 2018 at 10am at Bldg. D&E. There were 20 cases on the agenda for that meeting. 6 cases came into compliance prior to the meeting. 14 cases were found in violation.
- Meeting scheduled for April 27, 2018 was cancelled.
- The Violations Committee will meet again on May 11, 2018 at 10 am at Bldg. D&E. There are 21 Violations for this meeting.

## Human Resources Update

- Processed 119 applications for 8 open positions.

## Food & Beverage

- There are still a few tickets left for our annual Mother's Day brunch on Sunday at 1pm. at Pool #1. Everyone is welcome to the street dance from 2-6 p.m.
- Happy hour is now 2-6pm. from May through September at the Lounge and the 19th Hole.
- Lounge and 19th Hole operational hours are posted for the months of May – September.
- Tickets for the Father's Day clam bake will go sale Monday, May 14. Flyers with all the details are posted.

## Golf-Pro Shop

- Tournaments: Sign up at Pro Shop or call 664-3174 for details
- Employee
  - May 19 Course Closed until 1:00 pm
- Upper East Coast
  - May 24, 8:30 Shot gun
- Course Aerification completed
- Weed Control will cause yellowing for next few weeks
- Projects beginning next week
  - Bunker restoration
  - #13 area behind green
- Mother's Day Sale Call Pro Shop for details 664-3174
  - Now through Mother's Day (May 13)

## Property Services

- Began construction of the boardwalk extension at the beach
- Repaired broken wire and bad breaker for the sidewalk lights on Veteran's Way out to the bridge
- Finished construction of the remaining two bocce ball courts
- Installed new heater at pool #1
- Ordered new 1,000,000 btu heater for Pool #2
- Finished assembly of the 34 new benches and began installation

## General Information





# BAREFOOT BAY RECREATION DISTRICT

- FY19 Budget Review and Adoption Process Update – Public meetings include the following:
  - Authorization for FY19 Proposed Budget Mailout: BOT Regular Meeting, 22May18, Bldg. D/E, 7pm
  - Adoption of FY19 Assessment Rate and FY19 Budget: BOT Regular Meeting, 26Jun18, Bldg. D/E, 7pm
- FY19 WDPB Documents can be reviewed or obtained as follows:
  - Paper copies of the FY19 WDPB are available for inspection at the Old Administration Building and Resident Relations' Office
  - The “Homeowner’s Version” is available free to all residents at the Old Administration Building.
  - Electronic versions of each document are available at [www.bbrd.org](http://www.bbrd.org).
- Financing of Projects Update
  - The following agenda items are scheduled for the May 22<sup>nd</sup> BOT meeting (based on the April 13<sup>th</sup> BOT approved list of 20 projects and selection of the 30-year bond method of financing):
    - Disclosure Counsel Proposal
    - Trustee (for Bond) Proposal
    - Underwriters RFQ Committee Selection
    - Validation Resolution

## Attorney’s Report

No Report

## Incidental Trustee Remarks

Mr. Cavaliere remarked on the constant bickering and trustee bashing from the Community in the Tattler. He recommended the residents that have questions or concerns come to the Board meetings and speak to the Trustees directly. Mr. Cavaliere asked that the residents try to be nicer to the elected officials so you will have quality people working for you.

Mr. Klosky stated that he is pleased with the current status of the Bay.

Mr. Lavier asked that everyone keep Ms. Sandy Lobello’s family in their thoughts.

## Adjournment

The next meeting will be on Tuesday, May 22, 2018 at 7PM in Building D/E.

*Mr. Cavaliere made a motion to adjourn.*

Meeting adjourned 3:39PM.

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Joseph Klosky, Secretary

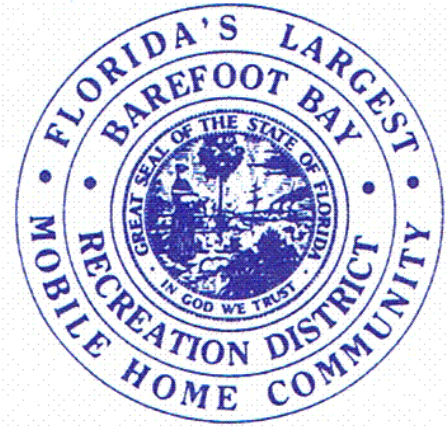
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Dawn Myers, District Clerk

# New Business

## Board of Trustees Meeting Agenda Memo

Date: June 26, 2018  
Title: Adoption of FY 19 Budget  
Section & Item: 9A  
Department: Administration: Finance  
Fiscal Impact: \$16,239,600.00  
Contact: Charles Henley, Finance Manager; Dawn Myers, District Clerk; or John W. Coffey, Community Manager  
Attachments: Resolution 2018-06 and FY 19 Proposed Budget  
Reviewed by  
General Counsel: Yes  
Approved by: John W. Coffey, Community Manager



### **Requested Action by BOT**

Adoption of Resolution 2018-06 which will implement the FY 19 Budget of \$16,239,600.00.

### **Background and Summary Information**

The Board of Trustees (BOT) held a budget kick-off townhall style meeting on 30Nov17 to solicit input from the public regarding the development of the FY 19 Budget and FY 19-23 Five-Year Financial Model and Capital Improvement Plan (5yrFM&CIP). The BOT then met once in a workshop to review the FY 19-23 5yrFM&CIP on 30Jan18. The BOT held four budget workshops in April and May of 2018. Additionally, the BOT adjusted the FY 19 Proposed Budget during a regular BOT meeting.

On 29May18, the BOT authorized the mail out to property owners of the FY 19 Proposed Budget and proposed assessment of \$760.44 per lot. The FY19 Proposed Budget contains the existing General Fund and a new 2018 Bond Projects Fund.

The Proposed FY 19 General Fund Budget is \$6,819,848.00, containing \$830,095.00 in non-capital decision points, \$207,400.00 in R&M/Capital projects, funding for 69.40 full-time equivalent positions (32 full-time and 37.40 part-time), a second position within the contract with Special District Services, Inc. and a surplus of \$404,968.00 (programed for use in the out-years of the FY 19-23 5yrFM&CIP).

The Proposed FY 19 2018 Bond Projects Fund Budget is \$9,419,752.00, containing \$1,676,118.00 in R&M/Capital projects, \$250,000.00 in bond issuance fees, \$651,000.00 in transfers to the General Fund (for partial reimbursement of FY18 costs of the New Administration Building) and \$6,842,634 in reserves (cost of projects to be completed in the next two fiscal years).

Of note, a "public hearing" is not required to adopt the annual budget but is required to adopt the annual assessment rate.

Pursuant to Sec. 418.304(4)(a), F.S., the annual budget is required to be adopted prior to July 1.

Staff recommends the BOT approve Resolution 2018-06 adopting the FY 19 Budget as mailed out to the residents.

## **RESOLUTION 2018 - 06**

### **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.**

**WHEREAS**, Section 418.304 (4) (a), Florida Statutes, requires the Board of Trustees of the Barefoot Bay Recreation District (the "District") to prepare and adopt an itemized budget on or before July 1 or each year, which budget shall show the amount of money necessary for the operation of the next ensuing fiscal year; and

**WHEREAS**, The Board of Trustees of the District has prepared said budget for the fiscal year beginning October 1, 2017 and ending September 30, 2018, a copy of which is attached as Exhibit "A" to this Resolution; and

**WHEREAS**, the initial proposed draft of Exhibit "A" has previously been furnished to each owner of an improved residential parcel within the District as required by the said Section 418.304 (4) (a); and

**WHEREAS**, The Board of Trustees of the District has also caused a copy of the said initial proposed draft budget to be made available for public inspection at the principal office of the District as required by the said Section 418.304 (4) (a); and

**WHEREAS**, The Board of Trustees of the District has found and determined that the budget which appears as Exhibit "A" of this Resolution is reasonably necessary to provide for the maintenance and operation of the District for the fiscal year beginning October 1, 2018 and ending September 30, 2019.

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

Section 1. The budget which appears as Exhibit "A" of this Resolution is hereby adopted by the District for the fiscal year of the District beginning October 1, 2018 and ending September 30, 2019; and the amounts set forth as revenues, expenses and costs of sales in the said budget are hereby appropriated for the said fiscal year.

Section 2. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

Section 3. This Resolution shall become effective immediately upon its adoption, and the budget set forth in Exhibit "A" of this Resolution shall become effective October 1, 2018.

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, Brian Lavier  
Trustee, Steve Diana  
Trustee, Frank Cavaliere  
Trustee, David Wheaton  
Trustee, Joseph Klosky

The Chairman thereupon declared this resolution Done, Ordered, and Adopted this 26<sup>th</sup> Day of June, 2018.

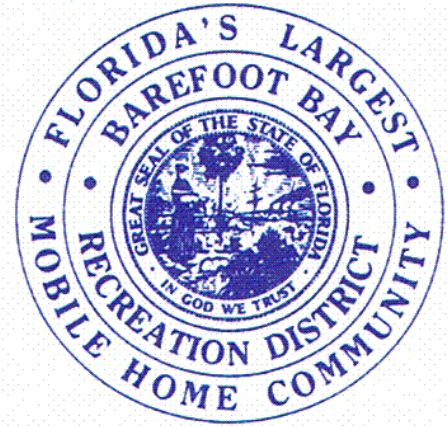
**BAREFOOT BAY RECREATION DISTRICT**

By: \_\_\_\_\_  
BRIAN LAVIER  
CHAIRMAN

\_\_\_\_\_  
JOSEPH KLOSKY  
SECRETARY

## Board of Trustees Meeting Agenda Memo

Date: June 26, 2018  
Title: Public Hearing and Adoption of FY 19 Assessment Rate  
Section & Item: 9B  
Department: Finance  
Fiscal Impact: \$3,710,114  
Contact: Charles Henley, Finance Manager; Dawn Myers, District Clerk; or John W. Coffey, Community Manager  
Attachments: Resolution  
Reviewed by  
General Counsel: Yes  
Approved by: John W. Coffey, Community Manager



### Requested Action by BOT

Public Hearing for community input and Adoption of Resolution 2018-07 implementing the FY19 Assessment of \$760.44 per lot.

### Background and Summary Information

The Board of Trustees (BOT) held a budget kick-off townhall style meeting on 30Nov17 to solicit input from the public regarding the development of the FY19 Budget and FY 19-23 Five-Year Financial Model and Capital Improvement Plan (5yrFM&CIP). The BOT then met once in a workshop to review the FY 19-235yrFM&CIP on 30Jan18. The BOT held four budget workshops in April and May of 2018. Additionally, the BOT adjusted the FY19 Proposed Budget during a regular BOT meeting.

On 22May18, the BOT authorized the mail out to property owners of the FY19 Proposed Budget and assessment of \$760.44 per lot for total projected receipts of \$3,710,144.00.

Per BBRD Policy Manual 2.8 Yearly Budget Schedule and Levy of Assessments, the BOT is required to hold a public hearing and adopt an assessment rate in June. However, Section 418.304(4)(b), F.S., specifically provides, "The trustees shall, on or before July 30 of each year, by resolution, fix the amount of the assessment for the next ensuing year. These special assessments may be collected in the manner provided for ad valorem taxes under chapter 197, subject to the conditions of s. 197.363. Prior to the adoption of the resolution fixing the amount of the assessment, the trustees shall hold a public hearing at which time qualified electors of the district may appear and be heard. Notice of the time and place of the public hearing shall be published once in a newspaper of general circulation within the county at least 21 days prior to the public hearing." Hence, if the BOT desires, the assessment adoption could be deferred one or two meetings.

### Procedure:

- The Chairman shall have General Counsel read the resolution.
- The Chairman shall open the Public Hearing regarding FY19 Proposed Assessment Rate.
- The Chairman shall ask if any residents wish to comment on the FY19 Proposed Assessment Rate of \$760.44
- When the public comment is completed, the Chairman shall close the public hearing and entertain a motion from the BOT.

Staff recommends the BOT approve Resolution 2018-07 adopting the FY19 Assessment of \$760.44 as mailed out to the property owners.

## **RESOLUTION 2018 - 11**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT ESTABLISHING AN ASSESSMENT OF \$760.44 FOR EACH IMPROVED RESIDENTIAL LOT WITHIN THE SAID DISTRICT TO FUND THE 2018/19 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.**

**WHEREAS**, the Board of Trustees of the Barefoot Bay Recreation District (the "District") has, by adoption of Resolution No. 2018-06; approved an operating budget for the District for fiscal year 2018/19 which requires total revenues in the amount of \$16,239,600.00 for the said fiscal year; and

**WHEREAS**, The Board of Trustees has reasonably determined that the sum of \$3,710,114.00 must necessarily be obtained through an assessment upon each improved residential lot within the District to fund the said operating budget; and

**WHEREAS**, the said total of \$3,710,114.00 can be attained by an assessment of \$760.44 for each of the estimated 4,879 improved residential lots within the District for the fiscal year beginning October 1, 2018 and ending September 30, 2019; and

**WHEREAS**, The Board of Trustees has determined that it is in the best interests of the District to collect said assessment in the manner provided for ad valorem taxes as provided in Sec. 197.363, F.S.; and

**WHEREAS**, The Board of Trustees of the District has also found and determined that it is reasonable and prudent to set forth (i) the lien rights of the District with respect to each improved residential lot so assessed until such assessment has been paid (ii) the method of enforcing the said assessment as provided by statute; and

**WHEREAS**, all affected property owners have been provided notice of the public hearing on this Resolution in accordance with Sec. 418.304(4)(b), F.S.; and

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

Section 1. An assessment in the amount of \$760.44 annually is hereby assessed for the fiscal year beginning October 1, 2018 and ending September 30, 2019 upon each improved residential lot within the Barefoot Bay Recreation District. The said assessment shall be for

funding of the 2018/19 fiscal year operating budget of the District adopted by the District's Resolution No. 2018-06.

Section 2. The Board of Trustees hereby elects to collect said assessment in the manner provided for ad valorem taxes pursuant to the conditions of Sec. 197.363, F.S. as authorized by Sec. 418.304(4)(b), F.S.

Section 3. Pursuant to Sec. 418.304 (4)(e)1, F.S., the assessment levied in Section 1 this Resolution, shall be a valid lien upon each improved residential lot within the District until it has been paid in full; shall be considered a part of the county tax; and is subject to the same penalties, charges, fees, and remedies provided for the enforcement and collection of county taxes.

Section 4. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

Section 5. This Resolution confirms the assessment as reflected in the 2018/19 Budget which was adopted by the Board in Resolution 2018-06 on June 26, 2018.

Section 6. This Resolution shall become effective immediately upon adoption.

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

Chairman, Brian Lavier  
Trustee, Steve Diana  
Trustee, Frank Cavaliere  
Trustee, David Wheaton  
Trustee, Joseph Klosky

The Chairman thereupon declared this resolution Done, Ordered, and Adopted this 26<sup>th</sup> Day of June, 2018.

#### **BAREFOOT BAY RECREATION DISTRICT**

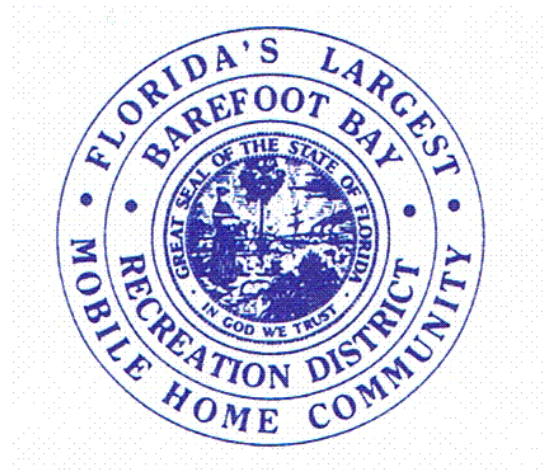
By: \_\_\_\_\_  
BRIAN LAVIER  
CHAIRMAN

\_\_\_\_\_  
JOSEPH KLOSKY  
SECRETARY



## Board of Trustees Meeting Agenda Memo

Date: June 26, 2018  
Title: Sail Shade Structure (Lakeside of Lounge)  
Section & Item: 9C  
Department: R&M/Capital  
Fiscal Impact: \$11,425.00  
(FY18 Budget of \$10,000.00, additional funding is available within contingency)  
Contact: Kathy Mendes, Food & Beverage Manager; John W. Coffey, Community Manager  
Attachments: Quotes from Creative Shade Solutions, Inc. and Creative Playthings  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, Community Manager



### **Requested Action by BOT**

Award of contract for a sail shade structure lakeside of the Lounge.

### **Background and Summary Information**

The Approved FY18 Budget contains \$10,000 within the R&M/Capital Department for Sail Shade Structure lakeside of the Lounge to provide relief from the heat of the summer sun during F&B events. Although other Lounge/Pool#1 projects are on hold until the footprint of the lounge expansion project is determined, this project is recommended for procurement due to the relative ease in relocating the structure if needed in the future.

Staff solicited the following quotes:

- \$11,425.00 Creative Shade Solutions, Inc.
- \$22,408.25 Creative Playthings

Based on an analysis of the quotes and conversations with each vendor, staff recommends the BOT awards contract for procurement and installation of a sail shade structure for lakeside of the Lounge in the amount of \$11,425.00 to Creative Shade Solutions, Inc. and instruct staff to transfer the required balance from contingency to fund the project..



# Quote

3000 Kananwood Ct.  
 Oviedo, FL 32765  
 (407) 695-8855  
 CreativePlaythingsOrlando.com

Date	Quote #
5/30/2018	3856

Bill To
Barefoot Bay Rec District 625 Barefoot Blvd. Barefoot Bay, FL 32976

Ship To

Qty	Description	Price	Total
1	30' x 30' x 35' Triangular Sail Shade Structure - 10' & 12' columns (3)	10,750.00	10,750.00T
1	Installation	7,850.00	7,850.00
1	Inbound Freight	850.00	850.00
1	Permitting Services (Bldg Dept Fees additional)	895.00	895.00
1	Sealed Engineered Drawings (required if permitting)	725.00	725.00T
1	City/County Building Dept. - Est. Review and Impact Fees	500.00	500.00T
NOTES: • Deposit for Materials Total and Permit due with order. • Balance due upon completion. • Excessive underground obstacles may result in additional labor. • Installation does not include paver or concrete work to refinish flooring. Client will need paver/concrete contractor separately after installation. • On-site disposal of spoils included, off-site extra. • Overage/shortage on County fees will be adjusted on Balance Due. • There is a 2.9% transaction fee if paying by credit card. • See CP Terms doc for additional details.			
<b>Subtotal</b>			\$21,570.00
<b>Sales Tax (7.0%)</b>			\$838.25
<b>Total</b>			\$22,408.25

This quote is valid for 30 days from the above date or until the expiration of the current sales promotion.

Kathy Mendes

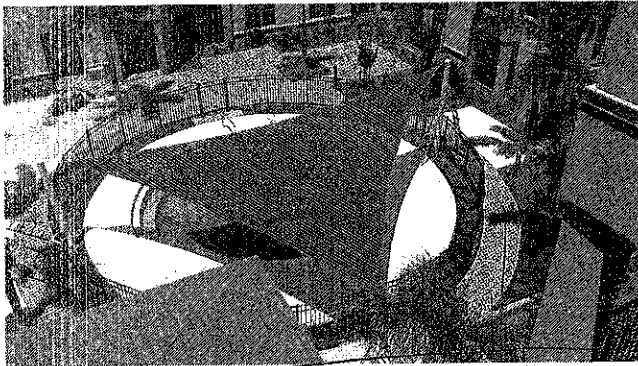
From: Werner Furstenberg  
Sent: Tuesday, May 15, 2018 2:32 PM  
To: kathymendes@bbrd.org  
Subject: Re: Request Quote form from creativeshadesolutions

- Lindemann's Root 1.5 H  
Bushmill

- Sandra quote  
talked to him 5/22/18

Kathy

See below // maybe just one big triangle sail : 30x30x35 approx \$ 9 000 installed ( plus permitting )



Florida Shade  
Michael Robertt  
can't quote

Creative playthings orlando.com  
Sent request  
5/18/19 called 5/23

Thanks


Werner Furstenberg  
Creative Shade Solutions Inc.  
[www.CreativeShadeSolutions.com](http://www.CreativeShadeSolutions.com)  
Office:(727)947 3067, Cell:(727)455 7604, Fax:(727)213 6942

Shade Structures

Shade Sails of Florida  
30x30x35

Shadesails@mac.com  
called 5/22

Sent  
5/18/19

Best price guarantee.  Facebook

From: support@creativeshades.com <support@creativeshades.com>  
Sent: Tuesday, May 15, 2018 1:07:36 PM  
To: Werner Furstenberg; fulfillment@localdirective.com  
Subject: Request Quote form from creativeshadesolutions

### Request form Information

Full Name:	Kathy Mendes
Company / Organization Name:	Barefoot Bay Recreation District



# Quote

*Shade a luxury everyone can afford*

INVOICE NO. 2018-164  
DATE May 24, 2018  
CUSTOMER ID Barefoot

TO Kathryn Mendes  
Barefoot Bay Rec

Quote From : Creative Shade Solutions Inc.  
719 Wesley Ave  
Tarpon Springs , FL  
34689  
727 947 3067

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Werner					Due on receipt	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
1	hyper	30x30x35 - 3 post hyper sails structure 8' , 8' and 12' high - standalone	\$ 9,300.00		\$ 9,300.00
		- 6 OD post - galvanized posts			
		- 4" - galvanized frame			
		- quick release cable			
		- Commercial 95 Fabric - 10 year			
		- color - Desert Sand / Tan			
1	install	full installation / materials / concrete			included
		- Dirt removal . Spread on property			spread on prop
1	pwr	option - Powder coated posts / frame			\$ 125.00
1	eng set	Drawings / Footers / Structure	\$ 750.00		\$ 750.00
1	permit	permit application - prep and submit	\$ 750.00		\$ 750.00
1	perm fees	County / City permitting fees	\$ 500.00		\$ 500.00
1		Delivery / FOB Dest - Tampa	\$ 375.00		Free
TOTAL DISCOUNT					
				SUBTOTAL	\$ 11,425.00
				Deposit Required	\$ 5,712.50

Quotation prepared by: Werner Furstenberg

This is a quotation on the goods named, subject to the conditions noted below:  
- Siteplan and or Survey must be provided by client/owner showing the property as needed for permitting.  
- Client will do the locating services. call 811 before digging  
- No site work included, client will fix any damaged underground pipe or wires.  
- Client will provide water and electricity. Water and electric available on job site.

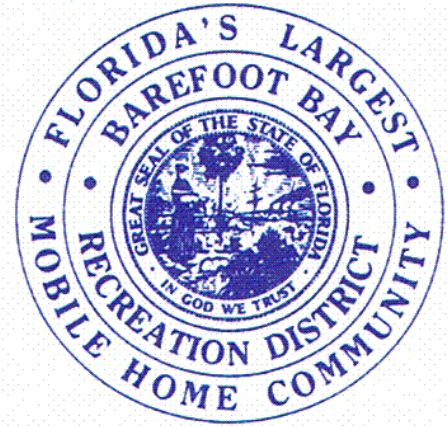
- No site work included, client will fix any damaged underground pipe or wires.
- Client will provide water and electricity. Water and electric available on job site.
- Dirt will be moved 75' away at no costs. Construction dumpster on job site.
- Client will provide easy access to the work area, by removing fences etc.
- Will use standard insurances. Any extra insurance requiremants must be quoted on.
- If we dont do the installations : Add 7% for sales tax
- Standard powder coating colors . Check prices for any special colors.
- 50 % deposit required
  
- client will provide access to job site
- we need to bring several concrete trucks within 100' from the job site
- All galvanized components
  
- **10 years warranty on shade sails / 20 years on steel posts / frames**
- **permit appl with previous order ( submit one application )**

To accept this quotation, sign here and return: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**

## Board of Trustees Meeting Agenda Memo

Date: June 26, 2018  
Title: Cart Path Repair/Replacement  
Section & Item: 9D  
Department: Golf-Pro Shop  
Fiscal Impact: \$19,739.76  
(FY18 Budget of \$20,000.00)  
Contact: Ernie Cruz, Golf Operations Manager,  
Certified PGA Professional; John W.  
Coffey, Community Manager  
Attachments: Quote from ABM Industries  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, Community Manager



### **Requested Action by BOT**

Award of contract for cart path repair/replacement.

### **Background and Summary Information**

The Approved FY18 Budget contains \$20,000 within the R&M/Capital Department for Phase 3 Golf Course Cart Path Replacement. Per the BBRD Policy Manual's Exception to Competition #7 (Capital or R&M projects proposed by a vendor responsible for long-term maintenance when recommended by responsible department manager and approved by the Community Manager) (page 7), a second bid is not required.

Per Golf Operations Manager Cruz:

- The current cart paths condition put excess wear and tear on our golf carts. We also currently have golfers driving onto grassy areas to avoid some of the damaged areas.
- This will create a need for sod work.
- Cart paths will be repaired or replaced.
- This work will encompass holes number 3, 4, 10, 15, and 16.

Hence staff solicited the attached bid in the amount of \$19,739.76 from ABM for said work.

Based on the quality work performed by ABM in the past, staff recommends the BOT awards contract for golf course cart repairs/replacement in the amount of \$19,739.76 to ABM.



Building Value

912 Avenida Central  
The Villages, FL 32159  
352-259-7717 Phone  
352-259-7722 Fax

# EXTRA WORK PROPOSAL

Date: 06/11/18 Job # 52360062  
Cust # 6470114

Work Order # \_\_\_\_\_

Proposal submitted to: Barefoot Bay Golf Course  
Mailing Address:  
1225 Barefoot Blvd

Attn: Ernie Cruz, PGA  
Job Location  
Golf Course

City Barefoot Bay FL \_\_\_\_\_ Zip Code 32976

Phone No. (772) 664-3174 Fax No. (772) 663-0318

## Scope/Description of Work:

Removal of various cartpaths throughout the course, re-grade, form, and re-pour new concrete.

All pricing is in square feet and includes disposal on-site.

## Furnish & Install/Repair/Demolition:

QUANTITY	ITEM DESCRIPTION	SIZE	UNIT PRICE	
102	Hole 3 -- 17'x6'	s.f.	\$ 9.32	\$ 950.64
642	Hole 4 -- 107'x6'	s.f.	\$ 9.32	\$ 5,983.44
60	Hole 10 -- 10'x6'	s.f.	\$ 9.32	\$ 559.20
450	Hole 15 -- 75'x6'	s.f.	\$ 9.32	\$ 4,194.00
330	Hole 16 -- 55'x6'	s.f.	\$ 9.32	\$ 3,075.60
150	Hole 16 -- 25'x6'	s.f.	\$ 9.32	\$ 1,398.00
144	Hole 16 -- 24'x6'	s.f.	\$ 9.32	\$ 1,342.08
240	Hole 16 -- 40'x6'	s.f.	\$ 9.32	\$ 2,236.80
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL:				\$ 19,739.76

We propose hereby to furnish material, labor and insurances - complete in accordance with above specifications, for the sum of:

Nineteen thousand seven hundred thirty nine & 76/100 dollars.

Terms of this proposal are valid for 30 days from date of proposal. All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimates. Any verbal authorizations given by the customer will be treated the same as a written order even if authorization is not written. ABM Landscapa & Turf Services workers are fully covered by worker's compensation insurance. Payment is due upon completion of job.

**Matt Hill**

Proposal submitted by: Matt Hill, Branch Manager

## ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to proceed with the new work specified. Payment will be made as outlined above.

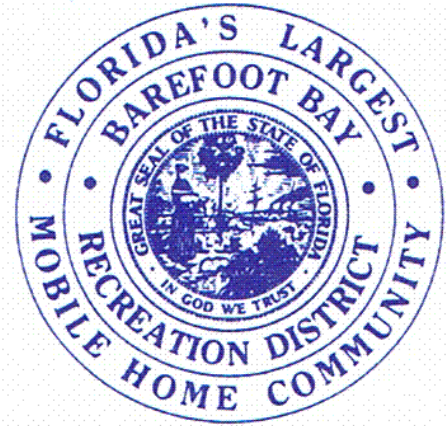
Customer Authorized Signature

Date of Acceptance

For Office Use Only	Date work completed	Reviewed by	Yes
Branch Manager Approval			No
	Date Billed		

## Board of Trustees Meeting Agenda Memo

Date: June 26, 2018  
Title: Neighborhood Revitalization Program (NRP) Purchase Confirmation  
Section & Item: 9E  
Department: R&M/Capital  
Fiscal Impact: \$7,380.20  
Contact: Rich Armington, Resident Relations Manager/H.R. Coordinator; John W. Coffey, Community Manager  
Attachments: Purchase authorization (signed by NRP Chairman Wheaton) and Executed Sales Document  
Reviewed by General Counsel: Yes  
Approved by: John W. Coffey, Community Manager



### **Requested Action by BOT**

Confirmation of 637 Hyacinth Circle purchase per the Policy Manual's "purchase or Sale of Properties by BBRD Using Neighborhood Revitalization Program (NRP) Funding" (page 11).

### **Background and Summary Information**

- The Chairman of the NRP BOT Sub-Committee shall be authorized to approve (as recommended by the Community Manager or designee) the expenditures of NRP funds in excess of \$7,500 and not to exceed \$25,000 by staff toward the acquisition of a target property identified by the Sub-Committee in accordance with NRP rules as established by the BOT.
- The purchase of the property shall be ratified by the Board of Trustees at the next scheduled regular meeting of the Board of Trustees.

On Jun15, 2018, NRP Wheaton authorized the purchase of 637 Hyacinth Circle for \$7,380.20. Staff is in the process of obtaining an asbestos study of the home and then demolition. Once a clean title is secured, the property will be listed for sale (of which the proceeds will go back into the NRP project line-item for future use to improve the community via the removal of derelict homes and the sale of the vacant property).

Staff recommends the BOT confirms the purchase of 637 Hyacinth Circle vial the Neighborhood Revitalization Program.





## BAREFOOT BAY RECREATION DISTRICT DOR ENFORCEMENT/ARCC

Address: 637 Hyacinth Circle Barefoot Bay Fl 32976

Sale price: \$7380.20

Past Due taxes: \$3694.80

BC Code Lien: \$2825.00 (increasing at \$25.00 per day)

Barefoot Bay Lien: \$1100.32

Barefoot Bay Social Fee: \$802.50

Estimated cost to remove with asbestos check: \$3600



A handwritten signature in black ink, appearing to read "David Wheaton".

David Wheaton-NRP Chairman



1. **Sale and Purchase:** Peter M. Kendrigan and Sharon R. Kendrigan ("Seller")  
and Barefoot Bay Recreation District ("Buyer")

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

Street Address: 637 Hyacinth Circle

City: Barefoot Bay Zip Code: 32976 County: Brevard

Legal Description: Lot 21, Block 78, UNIT 2, PART 10, BAREFOOT BAY MOBILE HOME SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 22, Page 105, Public Records of Brevard County, Florida. TOGETHER WITH 1986 CORO Mobile Home Identification Number

Parcel ID: 3004033 PARCEL ID Number 30-38-10-JS-00078.0-0021.00 together with all existing improvements and attached items, including fixtures; built-in furnishings; major appliances (including but not limited to range(s), refrigerator(s), dishwasher(s), washer(s), and dryer(s)); \_\_\_\_\_ (#) ceiling fans (all ceiling fans if left blank); light fixtures; attached wall-to-wall carpeting; and rods, draperies, and other window treatments as of date of **Buyer's** initial offer. The only other items included in the purchase are:

The following attached items are excluded from the purchase: \_\_\_\_\_

The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value, and is being left for **Seller's** convenience.

2. **Purchase Price:** \$ 7,380.20 payable by **Buyer** in U.S. currency as follows:

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

Escrow Agent's Name: N/A

Escrow Agent's Address: \_\_\_\_\_

Escrow Agent's Phone: \_\_\_\_\_

- (a) \$ \_\_\_\_\_ "Initial Deposit" (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☐ to be delivered to Escrow Agent within \_\_\_\_\_ days (3 days if left blank) after Effective Date

- (b) \$ \_\_\_\_\_ Additional deposit to be delivered to Escrow Agent by \_\_\_\_\_ or within \_\_\_\_\_ days (10 days if left blank) after Effective Date

- (c) \_\_\_\_\_ Total Financing (see Paragraph 3 below) (express as a dollar amount or percentage)

- (d) \$ \_\_\_\_\_ Other: \_\_\_\_\_

- (e) \$ 7,380.20 Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations)  
All funds paid at Closing must be paid by wire transfer or other Collected funds.

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

- (a) ☒ **Buyer** will pay cash or obtain financing for the purchase of the Property. This Contract is not contingent on financing or appraised value unless otherwise stated herein.

- (b) ☐ **Buyer** will apply for new ☐ conventional ☐ FHA ☐ VA ☐ other (specify) \_\_\_\_\_ financing specified in Paragraph 2(c) at the prevailing interest rate and loan costs based on **Buyer's** creditworthiness (the "Financing") within \_\_\_\_\_ days (5 days if left blank) after Effective Date and provide **Seller** with either a written Financing commitment or approval letter ("Commitment") or written notice that **Buyer** is unable to obtain a Commitment within \_\_\_\_\_ days (the earlier of 30 days after Effective Date or 10 days before Closing Date if left blank) after Effective Date ("Commitment Period"). **Buyer** will keep **Seller** and Broker fully informed about loan application status, progress, and Commitment issues and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. If, after using diligence and good faith, **Buyer** is unable to obtain a Commitment and provides **Seller** with written notice before expiration of the Commitment Period that **Buyer** is unable to obtain a Commitment, either party may thereafter cancel this

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Contract; and **Buyer's** deposit(s) will be refunded. **Buyer's** failure to timely provide **Seller** with written notice that **Buyer** is unable to obtain a Commitment will result in forfeiture of **Buyer's** deposit(s) if **Buyer** fails to close. Once **Buyer** provides the Commitment to **Seller**, the financing contingency is waived and **Seller** will be entitled to retain the deposit(s) if the transaction does not close by the Closing Date unless (i) the Property appraises below the purchase price and either the parties cannot agree on a new purchase price or **Buyer** elects not to proceed, or (ii) the property related conditions of the Commitment have not been met (except when such conditions are waived by other provisions of this Contract), or (iii) the loan is not funded due to financial failure of **Buyer's** lender, or (iv) another provision of this Contract provides for cancellation.

4. **Closing Date; Occupancy:** Unless the Closing Date is specifically extended by **Seller** and **Buyer** or by any other provision in this Contract, the Closing Date will prevail over all other time periods including, but not limited to, financing and inspection periods. Closing of this Contract (the "Closing") will occur on or before June 29, 2018 ("Closing Date") at the time established by the Closing Agent, by which time **Seller** will (i) have removed all personal items and trash from the Property and swept the Property clean and (ii) deliver the deed, occupancy, and possession, along with all keys, garage door openers, and access codes to **Buyer**. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone Closing for up to 5 days after the insurance suspension is lifted. If Paragraph 3(b) is selected and closing funds from **Buyer's** lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements (CFPB Requirements), then Closing Date will be extended for such period necessary to satisfy CFPB Requirements, provided such period does not exceed 10 days. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller**-provided title evidence, surveys, association documents, and other items, failing which **Buyer** authorizes Closing Agent to reimburse **Seller** \$ N/A (\$100 if left blank) from the deposit(s) for the cost of the documents.

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

(a) **Seller Costs:**

Taxes and surtaxes on the deed

Recording fees for documents needed to cure title

Repairs and Permits: **Seller** will pay up to \$ \_\_\_\_\_ or \_\_\_\_\_% (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit"); and up to \$ \_\_\_\_\_ or \_\_\_\_\_% (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("WDO Repair Limit"); and up to \$ \_\_\_\_\_ or \_\_\_\_\_% (1.5% if left blank) of the purchase price for costs associated with closing out open permits and obtaining required permits for unpermitted existing improvements ("Permit Limit").

Other: \_\_\_\_\_

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Lender's title policy

Inspections

Survey

Flood insurance, homeowner's insurance, hazard insurance

Other: \_\_\_\_\_

- (c) **Title Evidence and Insurance:** If **Seller** has an owner's title policy covering the Property, **Seller** will provide a copy to **Buyer** and title agent within 5 days after Effective Date. The charges for title evidence and any lender's policy will be calculated and allocated in accordance with Florida law but may be reported differently on certain federally-mandated closing disclosures and other closing documents.

**Check (1) or (2)**

- (1) ☒ The title evidence will be a Paragraph 10(a)(1) owner's title insurance commitment. ☐ **Seller** will select the title agent and Closing Agent and will pay for the owner's title policy; title search, including tax and lien search; and all other fees charged by title agent and Closing Agent or ☒ **Buyer** will select the title agent and Closing Agent and pay for the owner's title policy; title search, including tax and lien search; and all other fees charged by title agent and Closing Agent or ☐ **Buyer** will select the title agent and Closing Agent,

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- (2) and **Seller** will pay for the owner's title policy; title search, including tax and lien search; and all other fees charged by title agent and Closing Agent.
- (3) ☐ **Seller** will provide an abstract as specified in Paragraph 10(a)(2) as title evidence. ☐ **Seller** ☐ **Buyer** will pay for the owner's title policy and select the title agent and Closing Agent. **Seller** will pay fees for title searches, including tax and lien searches, before Closing, and **Buyer** will pay fees for title searches, including tax and lien searches, after Closing (if any) and all other fees charged by title agent and Closing Agent.
- (d) **Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing: real estate taxes (including special benefit tax assessments imposed by a community development district ("CDD")), interest, bonds, assessments, association fees, insurance, rents, and other current expenses and revenues of the Property. If taxes and assessments for the current year cannot be determined, taxes will be prorated on the basis of taxes for the preceding year as of the day before Closing and will be computed and readjusted, at either party's request, when the current taxes are determined with adjustment for exemptions and improvements. If there are completed improvements on the Property by January 1 of the year of the Closing, which improvements were not in existence on January 1 of the prior year, taxes will be prorated based on the prior year's millage and at an equitable assessment to be agreed upon by the parties before Closing, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. If the County Property Appraiser is unable or unwilling to perform an informal assessment before Closing, **Seller** and **Buyer** will split the cost of a private appraiser to perform an assessment before Closing. Nothing in this Paragraph will act to extend the Closing Date. This provision will survive Closing.
- (e) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before Closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before Closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments ☐ **Seller** ☒ **Buyer** (**Buyer** if left blank) will pay installments due after Closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of Closing. Public body does not include a Homeowners' Association or Condominium Association. Paragraph 5(e) does not apply to a special benefit tax lien imposed by a CDD pursuant to Chapter 190, Florida Statutes, which lien will be prorated pursuant to Paragraph 5(d).
- (f) **Tax Withholding:** **Seller** and **Buyer** will comply with the Foreign Investment in Real Property Tax Act, which may require **Seller** to provide additional cash at Closing if **Seller** is a "foreign person" as defined by federal law.
- (g) **Home Warranty:** ☐ **Seller** ☐ **Buyer** ☒ N/A will pay for a home warranty plan issued by \_\_\_\_\_ at a cost not to exceed \$ \_\_\_\_\_.  
A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.
6. **Inspection Periods:** **Buyer** will complete all inspections referenced in Paragraphs 7(b), 8(a)(2), 8(b), and 8(c) by \_\_\_\_\_ (the earlier of 10 days after Effective Date or 10 days before Closing Date if left blank) ("Inspection Period").
7. **Real Property Disclosures:** **Seller** represents that **Seller** does not know of any facts that materially affect the value of the Property, including but not limited to violations of governmental laws, rules, and regulations, other than those that **Buyer** can readily observe or that are known by or have been disclosed to **Buyer**.
- (a) **Energy Efficiency:** **Buyer** acknowledges receipt of the energy-efficiency information brochure required by Section 553.996, Florida Statutes.
- (b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Radon levels that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. **Buyer** may, within the Inspection Period, have an appropriately licensed person test the Property for radon. If the radon level exceeds acceptable EPA standards, **Seller** may choose to reduce the radon level to an acceptable EPA level, failing which either party may cancel this Contract.
- (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area and the buildings are built below the minimum flood elevation, **Buyer** may cancel this

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Contract by delivering written notice to **Seller** within 20 days after Effective Date, failing which **Buyer** accepts the existing elevation of the buildings and zone designation of the Property.

- (d) **Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**
- (e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.
- (f) **Mold:** Mold is part of the natural environment that, when accumulated in sufficient quantities, may present health risks to susceptible persons. For more information, contact the county indoor air quality specialist or other appropriate professional.
- (g) **Coastal Construction Control Line:** If any part of the Property lies seaward of the coastal construction control line ("CCCL") as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the Property being purchased.

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

8. **Maintenance, Inspections, and Repair:** **Seller** will keep the Property in the same condition from Effective Date until Closing, except for normal wear and tear ("Maintenance Requirement") and repairs required by this Contract. **Seller** will provide access and utilities for **Buyer's** inspections and appraisals. **Buyer** will repair all damages to the Property resulting from the inspections, return the Property to its pre-inspection condition, and provide **Seller** with paid receipts for all work done on the Property upon its completion. If **Seller** is unable to complete required repairs or treatments or meet the Maintenance Requirement before Closing, **Seller** will give **Buyer** a credit at Closing for the cost of the repairs and maintenance **Seller** was obligated to perform. At Closing, **Seller** will assign all assignable repair and treatment contracts to **Buyer** and provide **Buyer** with paid receipts for all work done on the Property pursuant to the terms of this Contract.

(a) **Warranty, Inspections, and Repair:**

- (1) **Warranty:** **Seller** warrants that non-leased major appliances; heating, cooling, mechanical, electrical, security, sprinkler, septic, and plumbing systems; seawall; dock; and pool equipment, if any, are and will be maintained in working condition until Closing; that the structures (including roofs, doors, and windows) and pool, if any, are structurally sound and watertight; and that torn or missing screens, missing roof tiles, and fogged windows will be repaired or replaced. Limited remaining life of any warranted item will not be considered a defect that must be repaired or replaced by **Seller**. **Seller** does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted from a defect in a warranted item. **Seller** is not obligated to bring any item into compliance with existing building code regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the working condition of the item, including pitted marcite; tears, worn spots, and discoloration of floor coverings/wallpapers/window treatments; caulking in bathroom; nail holes, scratches, dents, scrapes, and chips in ceilings/walls/flooring/tile/fixtures/mirrors; cracked roof tiles; curling or worn shingles; and minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.
- (2) **Professional Inspection:** **Buyer** may, at **Buyer's** expense, have warranted items inspected by a person who specializes in and holds a license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected ("professional inspector"). **Buyer** must, within 5 days after the end of Inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the portion of the inspector's written report dealing with such items to **Seller**. If **Buyer** fails to timely deliver written notice, **Buyer** waives **Seller's** warranty and accepts the items listed in Subparagraph (a) above in their "as is" conditions, except that **Seller** must meet the Maintenance Requirement.
- (3) **Repair:** **Seller** will obtain repair estimates and is obligated only to make repairs necessary to bring warranted items into the condition warranted, up to the Repair Limit. **Seller** may, within 5 days after receipt of **Buyer's** notice of items that are not in the condition warranted, have a second inspection made by a

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- (4) professional inspector and will report repair estimates to **Buyer**. If the first and second inspection reports differ and the parties cannot resolve the differences, **Seller** and **Buyer** together will choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to repair warranted items equals or is less than the Repair Limit, **Seller** will have the repairs made in a workmanlike manner by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may cancel this Contract unless either party pays the excess or **Buyer** designates which repairs to make at a total cost to **Seller** not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.
- (b) **Wood-Destroying Organisms:** "Wood-destroying organism" means arthropod or plant life, including termites, powder-post beetles, old house borers, and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences. **Buyer** may, at **Buyer's** expense, have the Property inspected by a Florida-licensed pest control business to determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the inspector finds evidence of infestation or damage, **Buyer** will deliver a copy of the inspector's written report to **Seller** within 5 days after the date of the inspection. If **Seller** previously treated the Property for the type of wood-destroying organisms found, **Seller** does not have to treat the Property again if (i) there is no visible live infestation and (ii) **Seller** transfers to **Buyer** at Closing a current full treatment warranty for the type of wood-destroying organisms found. **Seller** will have 5 days after receipt of the inspector's report to have reported damage estimated by a licensed building or general contractor and corrective treatment, if required, estimated by a licensed pest control business. **Seller** will have treatments and repairs made by an appropriately licensed person at **Seller's** expense up to the WDO Repair Limit. If the cost to treat and repair the Property exceeds the WDO Repair Limit, either party may pay the excess, failing which either party may cancel this Contract by written notice to the other. If **Buyer** fails to timely deliver the inspector's written report, **Buyer** accepts the Property "as is" with regard to wood-destroying organism infestation and damage, subject to the Maintenance Requirement.
- (c) **Permits:** **Buyer** may, at **Buyer's** expense, inspect and examine records and documents to determine whether any open or expired building permits or unpermitted improvements to the Property exist. **Buyer** will, before the end of the Inspection Period, deliver written notice to **Seller** of the existence of such; and **Seller** will remedy the reported items up to the Permit Limit and have final inspections completed no later than 5 days before Closing. If final inspections cannot be performed due to delays by the governmental entity, Closing will be extended for up to 10 days to complete such final inspections, failing which either party may cancel this Contract; and **Buyer's** deposit(s) will be refunded. At Closing, **Seller** will provide **Buyer** with written documentation that all reported items have been remedied. If the cost to remedy reported items exceeds the Permit Limit, either party may cancel this Contract unless either party pays the excess or **Buyer** accepts the Property in its "as is" condition and **Seller** credits **Buyer** at Closing the amount of the Permit Limit.
- (d) **Walk-Through Inspection; Reinspection:** On the day before Closing or at any other time agreeable to the parties, **Buyer**, and/or **Buyer's** representative, may walk through the Property solely to verify that **Seller** has made repairs required by this Contract, has met the Maintenance Requirement, and has met contractual obligations. If **Buyer**, and/or **Buyer's** representative, fails to conduct this inspection, **Seller's** repair obligations and Maintenance Requirement will be deemed fulfilled.
9. **Risk of Loss:** If any portion of the Property is damaged by fire or other casualty before Closing and can be restored by Closing or within 45 days after Closing Date to substantially the same condition as it was on Effective Date, **Seller** will, at **Seller's** expense, restore the Property and deliver written notice to **Buyer** that **Seller** has completed the restoration; and the parties will close the transaction on the later of Closing Date or 10 days after **Buyer** receives **Seller's** notice. **Seller** will not be obligated to replace trees. If restoration cannot be timely completed, **Buyer** may cancel this Contract, and **Buyer's** deposit(s) will be refunded; or **Buyer** may accept the Property "as is" and **Seller** will credit the deductible and assign the insurance proceeds, if any, to **Buyer** at Closing in such amounts as are attributable to the Property and not yet expended in restoring the Property to the same condition as it was on Effective Date.
10. **Title:** **Seller** will convey marketable title to the Property by statutory warranty deed or trustee, personal representative, or guardian deed as appropriate to **Seller's** status.
- (a) **Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in **Seller** in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent residential use of the Property: covenants, easements, and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas, and mineral rights of record if there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge before or at Closing. The party paying for the owner's title policy will, at least \_\_\_\_\_ days (if Paragraph 3(a) is selected then 5 days or if Paragraph 3(b) is selected then 10 days, if left blank) ("Title Evidence Deadline") before

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Closing, deliver to **Buyer** one of the following types of title evidence (see Paragraph 5(c)), which must be generally accepted in the county where the Property is located. **Seller** will use option (2) in Miami-Dade County.

(1) **A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.

(2) **An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However, if such an abstract is not available to **Seller**, then a **prior owner's title policy** acceptable to the proposed insurer as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format acceptable to Closing Agent from the policy effective date and certified to **Buyer** or Closing Agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to **Seller** then (1) above will be the title evidence.

(b) **Title Examination:** **Buyer** will examine the title evidence and deliver written notice to **Seller**, within 5 days after receipt of title evidence but no later than Closing Date, of any defects that make the title unmarketable. **Seller** will have 30 days after receiving **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the Closing will occur on Closing Date or within 10 days after **Buyer** receives **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days after receiving **Seller's** notice, either cancel this Contract, extend Curative Period for a specified period not to exceed 120 days, or accept title with existing defects and close the transaction.

(c) **Survey:** On or before Title Evidence Deadline, **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller** within 5 days after receiving survey but no later than Closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. If **Buyer** timely delivers such notice, any reported encroachment or violation will be treated in the same manner as a title defect, and **Seller's** and **Buyer's** obligations will be determined in accordance with Subparagraph (b) above.

#### 11. Effective Date; Time; Force Majeure:

(a) **Effective Date:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and delivers the final offer or counter offer. **Time is of the essence for all provisions of this Contract.**

(b) **Time:** All time periods will be computed in business days (a "business day" is every calendar day except Saturday, Sunday, and national legal holidays). If any deadline falls on a Saturday, Sunday, or national legal holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

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

12. **Notices:** All notices will be in writing and will be delivered to the parties and Broker by mail, personal delivery, or electronic media. Except for the notices required by Paragraph 3 of this Contract, **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transaction broker) representing a party will be as effective as if delivered to or received by that party.**

13. **Complete Agreement:** This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. Signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or

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unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public records.

**14. Assignability; Persons Bound:** **Buyer** may not assign this Contract without **Seller's** written consent. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns (if permitted) of **Seller**, **Buyer**, and **Broker**.

**15. Default:**

(a) **Seller Default:** If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort, **Seller** fails, refuses, or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit(s) without waiving the right to seek damages or to seek specific performance as per Paragraph 16. **Seller** will also be liable to **Broker** for the full amount of the brokerage fee.

(b) **Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph 16; and **Broker** will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally between **Brokers**) up to the full amount of the brokerage fee.

**16. Dispute Resolution:** This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) **Disputes concerning entitlement to deposits made and agreed to be made:** **Seller** and **Buyer** will have 30 days after the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court, or the Florida Real Estate Commission ("FREC"). A broker's obligation under Chapter 475, Florida Statutes, and the FREC rules to timely notify the FREC of an escrow dispute and timely resolve the escrow dispute through mediation, arbitration, interpleader, or an escrow disbursement order applies only to brokers and does not apply to title companies, attorneys, or other escrow holders.

(b) **All other disputes:** **Seller**, **Buyer**, and **Broker** will have 30 days after the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties, including **Broker**, will resolve the dispute through neutral binding arbitration in the county where the Property is located. However, no arbitration arising out of or relating to this transaction or this Contract or its breach will include **Broker**, unless **Broker** consents in writing to become a party to the proceeding. A demand for arbitration is prohibited if a civil action requesting the same relief would be barred by Florida statute of limitations. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure, and the arbitrator will resolve all discovery-related disputes. For purposes of this Paragraph, **Broker** will be treated as a party to this Contract. This clause will survive Closing.

(c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs, and expenses, including attorneys' fees, and will equally split the arbitrators' fees and administrative fees of arbitration.

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

**18. Professional Advice; Broker Liability:** **Broker** advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the coastal construction control line, etc.)

Buyer (  ) and Seller (  ) acknowledge receipt of a copy of this page, which is Page 7 of 9.

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and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and governmental agencies for verification of the Property condition, square footage, and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including but not limited to photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** and/or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive Closing.

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

**Seller's** Sales Associate / License No. \_\_\_\_\_

**Buyer's** Sales Associate / License No. \_\_\_\_\_

**Seller's** Sales Associate Email Address \_\_\_\_\_

**Buyer's** Sales Associate Email Address \_\_\_\_\_

**Seller's** Sales Associate Phone Number \_\_\_\_\_

**Buyer's** Sales Associate Phone Number \_\_\_\_\_

**Listing Firm/Brokerage Fee:** (\$ or % of purchase price) \_\_\_\_\_

**Buyer's Firm/Brokerage Fee:** (\$ or % of purchase price) \_\_\_\_\_

**Listing Firm/Brokerage Address** \_\_\_\_\_

**Buyer's Firm/Brokerage Address** \_\_\_\_\_

**20. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable and attach the addenda**):

- ☐ A. Additional Clauses
- ☐ B. Appraisal
- ☐ C. As Is with Right to Inspect
- ☐ D. Assignment
- ☐ E. Back-up Contract; Kick-out Clause
- ☐ F. Condominium Association
- ☐ G. Defective Drywall
- ☐ H. FHA Financing
- ☐ I. FIRPTA
- ☐ J. Homeowners' Association
- ☐ K. Housing for Older Persons
- ☐ L. Inspections
- ☐ M. Insulation Disclosure (New Homes Only)

- ☐ N. Insurance
- ☐ O. Interest-Bearing Escrow Account
- ☐ P. Lease Option; Lease Purchase
- ☐ Q. Licensee - Personal Interest in Property
- ☐ R. Mold Inspection
- ☐ S. Mortgage Assumption
- ☐ T. New Mortgage Rates
- ☐ U. Pre-1978 Housing Lead-Based Paint Warning Statement
- ☐ V. Property Disclosure

- ☐ W. Rentals
- ☐ X. Rezoning
- ☐ Y. Sale/Lease of Buyer's Property
- ☐ Z. Seller Financing
- ☐ AA. Short Sale Approval
- ☐ BB. VA Financing
- ☐ CC. 1031 Exchange
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_

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21. Additional Terms:

Buyer to pay all past due Brevard County taxes at closing.  
Buyer to remedy Brevard County Code Enforcement case (17CE-02059) and lien recorded at OR Book 8072, Page 2105, Public Records of Brevard County, FL at or after closing.  
Sales price includes a credit for social membership fee and Barefoot Bay Recreation District Claim of Lien recorded at OR Book 7939, Page 1265, Public Records of Brevard County, FL which shall be Satisfied at or after closing.

22. Offer and Acceptance: Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy delivered to Buyer no later than 5 ☐ a.m. ☒ p.m. on June 13, 2018, this offer will be revoked and Buyer's deposit(s) refunded subject to Collection of funds.

☐ Buyer received a written real property disclosure statement from Seller before making this offer.

23. Counter Offer; Rejection:

☐ Seller counters Buyer's offer. (To accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a copy of the acceptance to Seller.) Unless otherwise stated, the time for acceptance of any counter offer will be 2 days after the date the counter offer is delivered.

☐ Seller rejects Buyer's offer.

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

Buyer: Brian K. Lavier Date: 6/15/18

Print name: Brian Lavier, Chairman, Barefoot Bay Recreation District

Buyer: \_\_\_\_\_

Print name: \_\_\_\_\_

Buyer's address for purpose of notice:

Address: 625 Barefoot Blvd., Barefoot Bay, Florida 32976

Phone: (772) 664-4839 Fax: \_\_\_\_\_ Email: richarmington@bbrd.org

Seller: Peter M. Kendrigan Date: 6/7/2018

Print name: Peter M. Kendrigan

Seller: Sharon R. Kendrigan Date: 6-7-18

Print name: Sharon R. Kendrigan

Seller's address for purpose of notice: State of Minnesota

Address: 39305 199th Ave., Le Center MN 56057

Phone: (561) 523-6253 Fax: \_\_\_\_\_ Email: brinypete@gmail.com

Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed and delivered the final offer or counter offer.)

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# Manager's Report



## **Barefoot Bay Recreation District**

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

Phone 772-664-3141

Fax 772-664-1928

**Memo To:** Board of Trustees

**From:** John W. Coffey, Community Manager

**Date:** June 26, 2018

**Subject:** Manager's Report

### Finance

- **FY18 Assessment Collection Update** – \$3,580,038.00 (gross) or 99.4%% of the FY18 Budget has been received as of June 15th. Please see attached for details.

### Resident Relations

#### **ARCC Updates**

- Meeting on June 12th had 28 permits of which all were approved with two having stipulations.
- The next meeting will be on June 26th at 9 am in the HOA office. There are 16 cases on the agenda.

#### **Violations Committee Updates**

- Meeting on June 8th had 28 cases on the agenda with 15 cases coming into compliance prior to the meeting and 13 being found in violation.
- The next meeting will be on June 22nd at 10 am at Bldg. D&E with 16 cases on the agenda.

### Food & Beverage

**"A Barefoot Kind of Night"**, our annual Luau, will be held on Saturday, July 21 at pool #1 with a tropical themed buffet and cocktail menu. Tickets for this highly anticipated event are on sale in the Lounge, the 19th Hole and Resident Relations.

- **A special Independence Day street dance** will be held on Sunday, July 1st at Pool #1 from 5-9pm and ending with fireworks at 9pm. The day's entertainment includes Southern Sisters DJ from 1-4pm poolside, a hands-

free pie eating contest at 2:30pm. and the night's entertainment is the Hatley Band from Sarasota who played at the Barefoot by the Lake festival. The grill will be open from noon until 8pm.

- As we have in the past, on **July 4th, Independence Day**, Dougie's D.J. services will entertain pool side from 2-6pm. An all American hot dog menu will be available at the grill from noon

Event flyers with all the details are posted.



### Golf-Pro Shop

- **Weed Control** will cause yellowing for next few weeks
- **Project updates**
  - Bunker restoration phase 3
    - Completed 3 bunker's drainage
    - Started 4th bunker
    - Sod will be done all at once at completion of drainage phase of all bunkers
  - #13 area behind green being prepared for sod removal and replacement
  - #3 drainage scheduled for completion by June 22nd
  - Restroom roofs on 6 and 16 (shingle installation estimated completion June 22<sup>nd</sup>)
  - Began renovations on #6 restroom
- **Jr. Camp on going** (Still slots for late sign ups)

### Property Services

- Constructed bar top in place of fencing behind the Lounge (location identified as a trip hazard)
- Continued pressure washing around the Building A complex
- Waxed and buffed the floors in building A and the Lounge
- Solicited bids for replacement concrete for the Gunther Bypass
- Conducted interviews for the open custodial and building tech positions
- Addressed all current DOR violations
- Removed dead pigmy date palm at the main entrance and replaced with 2 new ones (scheduled for completion prior to June 26<sup>th</sup>).
- Set up for the Flag Day ceremony and tore it down.

### General Information

- **Weir Structure/Pipe Issue Update** – General Counsel Repperger, Community Manager Coffey, and Matt Goetz, Property Services Manager will meet with Brevard County staff on Friday June 29<sup>th</sup> to discuss a way forward concerning the needed repairs and to verify jurisdictional boundaries for stormwater maintenance.

- **Community Center \$50,000 Grant Program Update** – Staff received a check from the State of Florida on Monday June 18<sup>th</sup> in the full amount of \$50,000.00 which successfully closes out the program.

# Attorney's Report

# Incidental Remarks from Trustees



# Adjournment