

Barefoot Bay Recreation District
Regular Meeting of the Board of Trustees

February 26, 2019

7:00 PM

1225 Barefoot Boulevard, Building D/E



BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting
Tuesday, February 26, 2019 at 7 P.M.
Building D&E

AGENDA

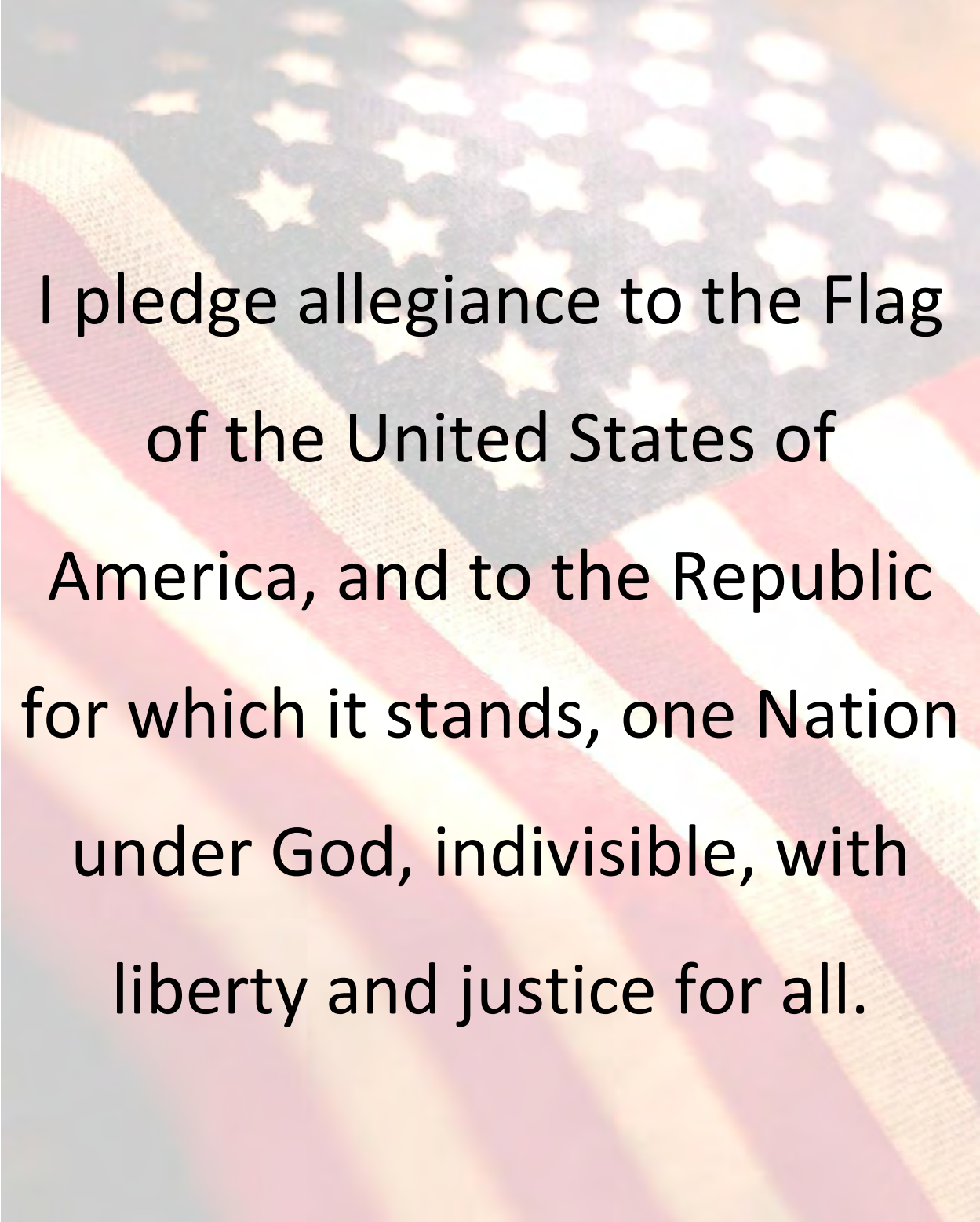
Please silence all electronic devices

1. Thought for the Day
2. Pledge of Allegiance to the Flag
3. Roll Call
4. Presentations and Proclamations
5. Approval of Minutes
6. Treasurer's Report
7. Audience Participation
8. Unfinished Business
 - A. Committees
 - B. Building C Exterior Renovation Request for Proposal
 - C. Shopping Center Commercial Realtor
 - D. Update on NRP Property Transactions and DOR Enforcement Matters
9. New Business
 - A. Neighborhood Revitalization Program Purchase Confirmations
 - i. 824 Tamarind Circle
 - ii. 944 Pecan Circle
 - B. Over 60 Softball Association Agreement Amendment
 - C. Building A RFP Evaluation Committee Selection
 - D. Florida Association of Special District Representative
 - E. Shopping Center Building 2, Unit 3 (Doctor's Office)
 - F. Discussion of Post Office at the Shopping Center
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. Klosky

1st Vice Chair – Mr. Wheaton

2nd Vice Chair – Ms. Henderson

Secretary - Mr. Diana

Treasurer - Mr. Loveland

Also Present

General Counsel- Cliff Repperger, Jr., Esq.

Community Manager - John W. Coffey, ICMA-CM

District Clerk - Dawn Myers

Presentations

Approval of Minutes



BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Regular Meeting
February 8, 2019
1 P.M. – Building D&E**

Meeting Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on February 8, 2019 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. Klosky asked for a moment of silence to honor our service personnel both past and present who have helped protect our country. He also asked that we remember our Barefoot Bay residents both past and present.

Pledge of Allegiance to the Flag

Led by Mr. Diana.

Roll Call

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

Presentations

None brought forward

Minutes

Mr. Diana made a motion to approve the minutes from January 11, 2019, January 22, 2019, Workshop on Sunshine Law January 22, 2019 and Workshop on Short Term Rentals as written. Second by Mr. Loveland. Motion carried unanimously.

Treasurer's Report

Mr. Loveland read the Treasurer's Report for February 8, 2019.

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

Presentation

None brought forward

Audience Comment On Agenda Items

Mr. Jeff Grunow cautioned the Board about a "convenient sample" survey being distributed in around the Bay regarding the \$25,000 purchase cap in the Charter. He explained the survey does not ask for address and cannot guarantee the responder lives in Barefoot Bay. He cautioned the Board to not take this unstructured survey seriously as it has no validity.

Mr. Robert Corry petitioned the Board on behalf of the residents on Tamarind and Lychee regarding the burned down home on 824 Tamarind Circle. He acknowledged the help already attained from Mr. Coffey, Mr. Rich Armington, Resident Relations Manager and DOR Staff Peter Essig on this topic. He stated that the home has been



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sitting in the condition for 77 days and is distressful for the homeowners on Tamarind and Lychee. He explained the odor, the toxic chemicals from the burned interior and exterior materials in and around the home causes the property value to go down and promotes a risk to the health and safety of the residents in the neighborhood. He requested the Board demolish the home. Board discussed the options for acquiring the home with General Counsel Repperger. General Counsel explained that a case can by-pass the Violation committee and brought to the attention of the Board due to the health and safety risk for the residents in the neighborhood. He stated that the Rich Armington, Resident Relations Manager and DOR staff is working with the owners to try and acquire the home. Mr. Armington stated that he is working closely with the county and there are liens on the home that are complicating the situation but is working on a quick resolution. Mr. Diana stated that he would like to see this item back on the next agenda so we can make a determination in this case.

Mr. Ed Keely stated that he hoped the new Board will make good decisions regarding maintenance of the existing facilities in Barefoot Bay. He maintained that the previous Board suggested constructing new buildings, but in his opinion, he stated we need to maintain the existing buildings first. Mr. Keely stated that the proposed designs for the Lounge are too extravagant and we should be focused on a design that is more in keeping with Barefoot Bay and not something that belongs in a resort.

Old Business

CVO Lease Renewal

At the January 22, 2019 Board meeting, the Board voted 3-2 not to renew the lease for the office in the shopping center rent free for the CVO. After heavy resident feedback, Mr. Klosky asked for this item to be placed back on the agenda.

Ms. Elena Becher commented on the 3/2 decision by the Trustees at the previous meeting to not renew the CVO lease. She voiced a strong disapproval of the Board's decision to deny the CVO of their request to maintain their current office. She stated that the move was a political one and she asked the Board to reconsider their decision as the CVO does a lot for the people and elderly in the Bay. Mr. Wheaton stated that this decision is not about denying the CVO based on politics or personalities but about the budget and saving money for the Bay. He maintained that we cannot keep giving money away.

Ms. Lorraine Andrews read Linda Lavasseur's letter regarding her dissatisfaction on the decision on the CVO renewal at the last meeting and asked them to reconsider. Ms. Andrews also voiced concern for the decision and asked the trustees to focus on renting out the other two empty units in the shopping center and allow them to keep the space they are currently in.

Ms. Jo Nichols shared her dissatisfaction with the decision on the CVO renewal. She listed all the items the CVO provides and urged the Board to reconsider.

Ms. Kathleen Fortier discussed her recent trip on the CVO van to the Micco Community Center with the handicap seniors. She stated that this Senior Lunch event is their only socialization and they look forward to it every week. She stated that this program and many others are in jeopardy if the CVO lose their office. She asked the Trustees to reconsider.

Ms. Kathy Keiffer shared her opinion regarding the CVO needing the room to provide these services and if granted will continue to grow their services in the community to the betterment of the Bay.

Ms. Grace Peet stated that the CVO has separated themselves from the HOA and are now like any other club. She stated that if she were on the Board and this renewal came up, she would not renew for free.



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Mr. Bill Gorman discussed how much the CVO has benefited him especially in the space of his wife passing away. He stated that he moved here for the community aspect and that is what the CVO provides.

Mr. Leo Albert thanked the Board for putting this item back on the agenda. He is disturbed about the statement the CVO is just another club. The CVO is a social service origination with elected officials much like the Board here today. He stated he will not support the Trustees if they continue with this decision.

Ms. Elaine Vanberschot spoke on the CVO's funding stating that they just don't have the money to pay for rent as their funding goes to the events and programs they coordinate. After all is said and done there, is not much money left much less enough to pay \$7200 a month for rent. She asked the Board where are they to get the money?

Mr. Roger Compton, President of the CVO spoke about the money the CVO is saving the District as they save more than they take by not paying rent. He stated that if the Board are not honest about their motives there can be no real negotiations.

Ms. Nancy Eisele addressed Ms. Peet inquiring why can't they have a room in the Bay.

Ms. Jeanne Osborn stated that the name change has changed the perception of the HOA which is why they are being questioned.

Ms. Kim Kopet asked the trustees to please reconsider their votes as the CVO does a lot for the community.

Mr. Klosky stated that he offered Mr. Compton the empty doctor's office. He maintained that the space is bigger as they can hold committee meetings and have private meetings, however he has not heard back from Mr. Compton on this offer. Mr. Diana stated that he strongly suggests the Board renew the lease for the CVO. Mr. Loveland addressed the Board stating if the Board breaks the spirit of the community, we will lose much more than money from the lost rent. Ms. Henderson and Mr. Wheaton were confident the CVO could use the Food and Beverage office after it is vacated and moved to the New administration building to run their programs.

Mr. Diana made a motion to renew the lease for the CVO with the current 2-year renewal option. Second by Mr. Loveland. Mr. Wheaton and Ms. Henderson opposed. Motion passed 3-2.

Mr. Klosky called for a 5-minute recess.

New Business

Lounge Expansion Conceptual Design Change Order 1

Mr. Rich Schwatlow suggested the Board consider building a second floor to any new buildings in an effort to think with the future and expansion in mind. He asked for a clear explanation of maintenance versus new construction from Mr. Rick Berndsen shared his confusion on why the Board is hesitant to move forward with the Lounge expansion based on fear of a lawsuit when we are not certain this will happen. He suggested the Board consider his plan of building an addition to the Lounge which would allow the Lounge to stay open during construction and if we have a lawsuit the Lounge will still be operational.

Mr. Coffey explained that at the second BOT workshop on November 21, 2018, the Board decided in lieu of providing feedback to the design team that the three conceptual floorplans would be posted at the Lounge and CVO Office to obtain resident feedback before making a final decision about desired floorplan elements. Mr. Coffey has obtained a change order of \$3800 per trustee direction, to allow the design team to return for a 3rd workshop to discuss the feedback.

Mr. Diana made a motion to approve Change Order #1 in the amount of \$3,800.00, authorize Chairman Klosky to sign the form and authorize staff to execute a budget transfer from R&M/Capital Contingency to cover the costs. Second by Mr. Loveland. Motion passed unanimously.



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Shopping Center Marquee Sign

Mr. Coffey reported that the FY19 approved budget contains \$10,000 for a new LED sign in front of the shopping center. The sign would help advertise the stores in the shopping center and will be maintained by the Finance department. Three quotes were obtained:

- \$17,555.77 Sign Express (Houston, TX)
- \$23,220.00 Art-Kraft Sign Company, Inc. (Palm Bay, FL)
- \$17,746.20 Stewart Signs (Sarasota, FL) (installation not included)

An additional \$1,500 will be required for electrical work.

Staff recommends the BOT award contract for procurement and installation of a two foot one and 3/16th inch by seven foot four and 3/16th inch marquee sign from Sign Express in the amount of \$17,555.77 and authorize staff to execute a budget transfer from R&M/Capital Contingency to cover the overage of \$9,056.

Mr. Diana made a motion to award contract for procurement and installation of a two foot one and 3/16th inch by seven foot four and 3/16th inch marquee sign from Sign Express in the amount of \$17,555.77 and authorize staff to execute a budget transfer from R&M/Capital Contingency to cover the overage of \$9,056. renew the lease for the CVO with the current 2-year renewal option. Second by Ms. Henderson. Motion carried unanimously.

Manager's Report

Resident Relations

- **ARCC Update** – February 5th meeting has the following cases on the agenda: 2 old business, 15 consent and 13 non-consent
- **Violations Committee Update** – February 8th meeting has 8 cases on the agenda.
- **Neighborhood Revitalization Program (NRP) Update** – Staff is working with the Finance Department and General Counsel Repperger to start the process of selling surplus NRP acquired properties via an on-line auction
- 46 new homeowners received their badges in January

Food & Beverage

- **2nd Annual Barefoot by the Lake festival Update** - is Friday, February 15 and Saturday, February 16, 2019. A Beach Boys/Eagles concert kicks off the festival on Friday, February 15, 2019. The festival grounds open at 3pm. on Friday with food vendors. A full day of music, art and food is planned for Saturday, February 16 starting at 11am. There will be plenty of *Barefoot by the Lake* branded merchandise such as tees shirts, hats and even sunscreen for sale so don't miss Barefoot Bay's day to shine
- **60s and 70s Dance Party Update** – The event will be held in Building A on Saturday, March 9, 2019. Prizes will be awarded for the grooviest and hippest costumes. There are only a few tickets left so please check with the Food & Beverage Office in Building A for availability Monday through Friday 9:30am-5pm.
- **St. Paddy's Day 2019** – The Irish Club and Barefoot Bay Food & Beverage are once again putting on a great Saint Paddy's Day event on Saturday, March 16, 2019 (yes, a day early so as not to interfere with Sunday commitments). The parade starts down Veteran's Way at 10am, a brief ceremony and blessing of the Bay by Deacon John Dunlap outside of Building A, the Brevard County Pipers will entertain lakeside of the Lounge and then the fun begins with a day of music, corned beef and green beer. Tickets go sale for sandwiches and/or the buffet on Sunday, February 17th outside the Lounge at Street Dance. After that day tickets may be purchased at the Lounge and the 19th Hole. Flyers with all the details are posted.

Golf-Pro Shop



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- Tournaments (Please call pro shop 664-3174 for details)
- 9-Holer's Charity Event
 - Feb. 5th
 - 7:00am Shotgun
 - Sign up in progress
- Farewell to Sandy Golf Tournament
 - Feb. 23rd
 - 8:30am Shotgun
 - Sign up begins Feb 1st

Property Services

- Researched information and continued solicitation of bids for various projects
- Continued replacing handrails decking and stair treads leading to the pier
- Replaced the sign on the pier
- Continued installation of the NAB irrigation system (Valves, pump, pump house, etc.)
- Repaired timing gear and replaced engine crank seal on a utility golf cart
- Facilitated the Building C Exterior Rehabilitation project RFQ required pre-submittal site inspection (2 vendors attended)
- Participated in New Administration final walk through inspection (i.e. generation of punchlist)
- Acquired majority of plants for New Administration landscaping
- Planned for the weeks of February 4th and 11th
 - Completion of irrigation system installation and testing
 - Installation of brick borders along sidewalks (where needed)
 - Preparation of planting areas, installation of landscaping and mulch
 - Cutting and digging test pits along the Building A retaining wall for engineering study

General Information

- **BOT Schedule Reminder:**
 - Workshop (Discussion of Committees): Mon., February 11th, Bldg. D/E at 7pm
 - Workshop (Lounge Expansion: Conceptual Design and Discussion of Commercial Leasing of the Shopping Center): Tues., February 12th, Bldg. D/E at 10am
 - Townhall Meeting: Tues., February 26th, Bldg. D/E at 2pm
 - Regular Meeting: Tues., February 26th, Bldg. D/E at 7pm
- Bldg. C Exterior Renovations RFP Evaluation Committee Meeting Schedule Reminder
 - Opening of Bids: February 19th, Bldg. D/E at 5pm (**new time**)
 - Review and Ranking of Proposals: February 28th, Bldg. D/E at 9am
- **Cherokee and Pocatella Drainage Update** – In 2017, the County stopped work on our attempt to lower the pipe under the Tequesta entrance to the RV lots due to the newly installed drainage pipe behind Pocatella being approximately 80% below the water table. A verbal agreement was reached with the County that prior to authorizing BBRD to lower the pipe under the Tequesta RV entrance, that they would lower the pipe downstream that runs under Dottie Lane because they believed that was the root cause of the upstream high-water level in the drainage pipe. The week of January 25th, County workers began replacing the pipe under Dottie Lane at the same elevation contrary to the previous agreement. BBRD's civil engineer repeatedly spoke with County officials who acknowledged the agreement but would not alter the elevation of the pipe being installed under Dottie Lane. BBRD's civil engineer recommends BBRD officially petition the Brevard County Board



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of County Commissioners to seek the lowering of the pipe under Dottie Lane thereby resolving the problematic high-water issue behind Pocatella. Staff requests direction on this matter. Board consensus to work with General Counsel and the County on this issue.

Attorney's Report

General Counsel repperger stated that the properties designated for the NRP auction that have been researched we have received title for with exception for one and will be up for auction. The renewal for the Barbershop is in process and Blissful Things eviction is in process.

Trustee Incidental Report

Mr. Loveland thanked the residents for coming out and for the respect from the audience.

Mr. Diana requested information on the procurement of new dartboards for the Lounge. He also commented on the shortage of lounge chairs at Pool 1 and asked about the status of those chairs. Mr. Coffey stated they are on their way.

Ms. Henderson had no comment at this time.

Mr. Wheaton stated that the Lounge chairs may have been moved to Pool 2.

Mr. Klosky apologized to the anyone he may have disappointed but he heard the voices of the community here tonight and had to respond in kind. He stated that this was a difficult decision but he hope the community will work together going forward. He reiterated he is and always has been the people's Trustee and will be here to support the community any way he can.

Adjournment

Mr. Diana made a motion to adjourn.

The next meeting will be on Tuesday, February 26, 2019 at 7PM in Building D/E.

Meeting adjourned 2:52PM.

Steve Diana, Secretary

Dawn Myers, District Clerk



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting Workshop Committees

February 11, 2019
7PM – Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District held a Workshop on February 11, 2019 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 7PM.

Pledge of Allegiance to the Flag

Led by Mr. Wheaton.

Roll Call

Present: Mr. Klosky, Mr. Wheaton Ms. Henderson, Mr. Diana, and Mr. Loveland. Also, present John W. Coffey, Community Manager and Dawn Myers, District Clerk.

Audience Participation

Ms. Louise Crouse spoke about the contributions she and the other volunteers provided to the betterment of the Bay by serving on past Recreation, Finance and DOR and Charter committees. She discussed the value that the committees provide to the Board of Trustees and the community.

Ms. Lizzann Taylor commented on the strong force committees provide and the benefit their serve to the Board. She recommended instilling a liaison to the Board as in past committees. She stated that she hoped the Board would bring the committees back but as a focused, well vetted, trained and structured agency.

Committees

Ms. Henderson explained the reasoning behind her move to reinstate the committees lies in the effort to provide assistance to staff who already has plenty of work. She continued that if committees are structured properly to avoid unnecessary interaction with staff, mindfulness of the sunshine law and are respectful of the task provided to them while not entertaining personal agendas, they will be a benefit to the community and to the Board.

Mr. Loveland questioned the number of \$1,400,000 as the current total for the new administration building quoted by Ms. Loveland. Mr. Coffey clarified that the actual amount to date is \$1,200,000. Ms. Henderson stressed the necessity of ensuring that the committees have a specific task to work on as well as a start and end date. He questioned some items on the handout regarding the proposed structure of committees by Ms. Henderson. Mr. Diana agreed with Mr. Loveland and stated that the topics regarding revisiting the terms, number of members and ensuring they have specific tasks, warrants further discussion. Mr. Wheaton voiced his opinion on the Facilities Planning Committee maintaining it is very necessary tool to have advising the Board. Mr. Diana cautioned about the members communicating with the contractors as this is a conflict of interests and can cause confusion between staff and the



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contractors. Mr. Klosky brought up the Dude Solutions Program that the Board just approved some months ago. He reminded the Board that this program is in place to replace the need for the committees as the program facilitators survey and review the facilities and bring recommendations back to the Board.

Ms. Louise Crouse and Ms. Lizzann Taylor questioned the Dude Solutions program Mr. Klosky mentioned. Mr. Coffey clarified that Dude Solutions is a capital forecasting web-based program that is in place to advise the staff and the Board about facilities maintenance and cost for maintenance. Ms. Crouse opposed the idea of the Board giving the committees a specific task as this would limit the benefit of the committees.

Ms. Carol Joseph suggested the Board allow the winter residents the opportunity to serve on the Board remotely if possible.

Mr. Berndsen commented on the Dude Solutions Program stating that it is a start but will not take the place of the committees.

Mr. Diana reminded the trustees that the community audit from 2004, The Baenziger Report, stated that the committees are not necessary and should be abolished as they do not serve a real purpose.

The Board discussed defining a committee and how it should be formed and vetted.

Mr. Berndsen suggested a forum where the Board interviews applicants for the specific committees.

Board consensus to have Ms. Henderson take suggestions from a group of residents regarding the formation of the committees.

Meeting adjourned at 8:12PM.



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Ms. Jeanne Osborne stated that Ms. Mendes knows the business in the Food and Beverage department better than any of us and her thoughts should be included.

Lounge Expansion Discussion

Mr. Coffey explained that this workshop is in place to give Trustee and resident feedback to the design team. Mr. Coffey presented the resident feedback collected for a little more than a month on the screen. He stated that the result of this workshop will either aid in the topic of a referendum or become the foundation of a plan for the design team. Board discussed the different options presented for feedback.

Mr. Loveland stated that the overwhelming majority of the residents made their thoughts known and are overwhelmingly for a scrape and rebuild. He stated that we need to listen to what the residents want based on the feedback received.

Mr. Dave Nagrodsky of D.N.A. Architects discussed the varied options he has provided for the Lounge expansion including placement of the bathrooms.

Mr. Diana is partial to the scrape and rebuild however he is against closing the Lounge for a year or more. He shared his approval of Scheme 4 with revisions.

Mr. Stewart Scott, TLC Engineer, explained that mechanical, electrical, structural, including windows will have to be brought up to current code since over 50% will be added on.

Mr. Wheaton favored scheme 4 with the kitchen from scheme 2. He was in favor of the addition. He maintained that we cannot decide on the integrity of the site until after the site inspection.

Mr. Klosky favored scheme 2 and scheme 4 but without the pool table.

Ms. Henderson was in favor of Scheme 4 and kitchen from Scheme 2 with a bigger bar.

Mr. Diana acknowledged the resident's comments regarding more space and the Board leaning towards Option 4.

Mr. Loveland was not comfortable with the Board not acknowledging the resident's suggestions which overwhelmingly stated they wanted the scrape and rebuild. He stated that he does like Option 4 with costs for land prep as well as design. Board consensus to have the design team email the final product without a fourth workshop.

Advertising Shopping Center Units

Ms. Joy Liddy discussed better advertising for the shopping center. She stated the current commercial realtor is advertising as though we are on US-1 but we need a realtor to advertise for Barefoot Bay specifically. She asked the Board what we can do to get better advertising.

Mr. Loveland stated that we need clients but the right clients for Barefoot Bay. He agreed that we need a medical professional in the Bay.

Mr. Klosky suggested we should think about compromise in order to get the units rented and asked Ms. Liddy to present any ideas she has to staff and bring back to the Board for discussion.

Mr. Bernie Solaria commented on getting better communication about what is going on in the Bay. Mr. Diana informed Mr. Solera of the weekly newsletter that goes out every Monday and our community emails for those that subscribe.

Ms. Elena Becher inquired about the past renter that stated that is a mold problem and the Board is against replacing carpet or leaks. Mr. Coffey responded stating that not everything that is said on facabeook is correct. He explained that the person complaining about mold did not tell the whole story



BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Regular Meeting Workshop
BOT Workshop Lounge Conceptual Design Part 3
Shopping Center Commercial Realty
February 12, 2019
7PM – Building D&E**

Meeting Called to Order

The Barefoot Bay Recreation District held a Workshop on February 11, 2019 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 7PM.

Pledge of Allegiance to the Flag

Led by Mr. Wheaton.

Roll Call

Present: Mr. Klosky, Mr. Wheaton Ms. Henderson, Mr. Diana, and Mr. Loveland. Also, present John W. Coffey, Community Manager and Dawn Myers, District Clerk.

Audience Participation

Mr. Rich Schwatlow reiterated his suggestion to build a second story on any new building the Board is proposing. He stated that a second story will allow for expansion in the future.

Mr. Ed Keely shared his thoughts on renovating the Lounge for its purpose which is for dancing and music only. He continued that he bought in Barefoot Bay for the quaintness of a small community and some of the proposed designs are beyond the scope of the intention for a Lounge. He stated he hoped the Board would think wisely before moving forward with a design for the Lounge.

Ms. Fran Solecki stated that she did not see the drawing of the addition in the Lounge and is in favor of Scheme 4.

Ms. Elena Becher shared a concern for the kitchen being too far off in the distance. She suggested the design keep in mind that bathrooms should be close and enough chairs and tables for people to sit. She asked for information on the condition of the units.

Ms. Carol Joseph suggested we take direction from Ms. Kathy Mendes, Food and Beverage Manager as she clearly knows the needs of the Lounge. Ms. Joseph stated that to begin new would add another year to the project due to the county getting involved and other aspects we have to think about. Mr. Coffey stated that it is the same process and depends on when the project begins.

Ms. Lizzann Taylor stated she is in favor of Scheme 4. She offered the suggestion to open the doors to the patio area.

Ms. Ann Manzo requested the Board comment on the fact that the resident comments are overwhelmingly for a scrape and rebuild.

Mr. Leo Spink is not in favor of not tearing the building down as a whole new set of problems could arise once the building is torn down.



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Ms. Jeanne Osborne stated that Ms. Mendes knows the business in the Food and Beverage department better than any of us and her thoughts should be included.

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Mr. Loveland stated that the overwhelming majority of the residents made their thoughts known and are overwhelmingly for a scrape and rebuild. He stated that we need to listen to what the residents want based on the feedback received.

Mr. Dave Nagrodsky of D.N.A. Architects discussed the varied options he has provided for the Lounge expansion including placement of the bathrooms.

Mr. Diana is partial to the scrape and rebuild, however he is against closing the Lounge for a year or more. He shared his approval of Scheme 4 with revisions.

Mr. Stewart Scott, TLC Engineer, explained that mechanical, electrical, structural, including windows will have to be brought up to current code since over 50% will be added on.

Mr. Wheaton favored Scheme 4 with the kitchen from Scheme 2 and tweaks on the bathrooms. He was in favor of the addition. He maintained that we cannot decide on the integrity of the site until after the site inspection.

Mr. Klosky favored Scheme 2 and Scheme 4 but without the pool table.

Ms. Henderson was in favor of Scheme 4 and kitchen from Scheme 2 with a bigger bar.

Mr. Diana acknowledged the resident's comments regarding more space. he stated he likes Scheme 3 but is leaning towards Scheme 4 as it is sensible.

Mr. Loveland was not comfortable with the Board not acknowledging the resident's suggestions which overwhelmingly stated they wanted the scrape and rebuild. He stated that he does like Option 4 if it works for staff with costs for land prep as well as design brought forward.

Mr. Nagrodsky stated that what he hears here tonight is the incorporation of Schemes 2, 3 and 4 with Ms. Mendes's input on the kitchen for a new design.

Mr. Loveland asked for the site prep costs to be included along with the design costs when presenting the final product.

Board consensus to have the design team email the final product without a fourth workshop.

Advertising Shopping Center Units

Ms. Joy Liddy discussed better advertising for the shopping center. She stated the current commercial realtor is advertising as though we are on US-1 but we need a realtor to advertise for Barefoot Bay specifically. She asked the Board what we can do to get better advertising.

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Ms. Elena Becher inquired about the past renter that stated that is a mold problem and the Board is against replacing carpet or leaks. Mr. Coffey responded stating that not everything that is said on Facebook is correct. He explained that the person complaining about mold did not tell the whole story including the fact that she was thousands of dollars behind in rent. Past Boards may not have been eager to put more money in to the units but that was a Board decision.

Meeting adjourned at 8:50PM.

Treasurer's Report

Barefoot Bay Recreation District

Treasurer's Report

February 26, 2019

Cash Balances in General Fund as of 2/19/19

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

Operating Cash in Banks

MB&T Operating Account 3,012,247.99
Total Operating Accounts: 3,012,247.99

Interest Bearing Accounts

SBA Reserve Account 679,112.41
Total Interest Bearing Accounts 679,112.41

Total Cash Balances in General Fund: \$ 3,693,360.40

Total Daily Deposits and Assessments Received for 2/2 - 2/19/2019

Daily deposits: \$ 146,446.07
Assessments received (from County only): 173,815.43
Total Deposits Received **\$ 320,261.50**

Expenditures over \$5,000 for 2/2 - 2/19/2019

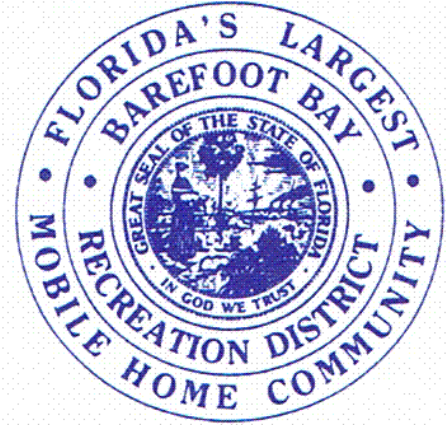
Check Number	Vendor	Description	Check Amount
52152	Carolyn F. Smith		24,999.00
52187	ABM Landscape & Turf Services	Monthly Maintenance: 1/19	38,691.16
52215	Health First Health Plans	Employee Health Insurance: 2/19	22,014.89
52237	US FoodService, Inc.	Food and Supply	9,143.01
	Florida Department of Revenue	Sales Tax: 1/19	16,443.83
	US Treasury	Payroll Tax: PPE 2/3/19	18,599.47
	PayChex	Net Payroll: PPE 2/3/19	65,453.17
Total Expenditures over \$5,000			\$ 195,344.53

Audience Participation

Unfinished Business

Board of Trustees Meeting Agenda Memo

Date: February 26, 2019
Title: **Discussion of Committees**
Section & Item: 8A
Department: Administration: Office of the District Clerk
Fiscal Impact: N/A
Contact: Luann Henderson, Trustee, or John W. Coffey, ICMA-CM, Community Manager
Attachments: Minutes from January 22, 2019 BOT meeting
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Discussion of establishing an ad hoc committee to establish the rules of committees and direction to staff.

Background and Summary Information

At the February 11, 2019 Workshop, the BOT continued the discussion that began on January 22, 2019 about the re-creation of the Finance and Facilities Planning Committees. The BOT reached a consensus to put the topic back on a meeting agenda for consideration of forming an ad hoc committee to establish the rules of committees before voting to re-establish the Finance and Facilities Planning Committees.

The agenda memo from January 22nd is provided below in italic:

Historically, the BOT had multiple advisory committees that were loosely formed and were typically chaired by a specific trustee. (The reader should be aware that the Architectural Review and Control Committee (ARCC) and the Violations Committee (VC) are "quasi-judicial" which make decisions versus "advisory committees" that only make recommendations to either staff or the BOT.)

In early 2016, the BOT reorganized all advisory committees by adopting formal rules for each committee and re-appointing all committee positions. The role of Trustee was changed from being a voting chair of the committee to one of non-voting "liaison." On February 12, 2017, the BOT voted to dissolve all advisory committees.

Trustee Henderson requests the BOT consider the re-establishment of the Finance Committee and Facilities Planning Committee as she believes there are many residents with expertise in these areas that could provide much needed recommendations to the BOT and/or staff. If the BOT re-establishes these committees, the following decisions will need to be made at future workshops or meetings:

- *Will there be official rules containing the following elements?*
 - *Purpose*
 - *Duties/Responsibilities*
 - *Number of Members*
 - *Quorum and Conduct of Meetings*

- *Terms of Appointment*
- *Staff Support*
- *Who will each committee be making recommendations?*
 - *BOT*
 - *Staff*
 - *Both*
- *Selection method for members*
 - *Majority vote of BOT for each position*
 - *Each Trustee select one or more members*

Staff requests direction from the BOT regarding this matter.

Staff requests direction regarding this matter.



BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Regular Meeting
January 22, 2019
7 P.M. – Building D&E**

Meeting Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on January 22, 2018 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 7:00 P.M.

Thought for the Day

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

Pledge of Allegiance to the Flag

Led by District Clerk Myers.

Roll Call

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

Presentations

None brought forward.

Minutes

Due to the 2-day turnaround between the meeting agenda publishing deadline, the minutes will be provided in the next BOT agenda package.

Treasurer's Report

Mr. Loveland read the Treasurer's Report for January 22, 2019.

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

Presentation

None brought forward

Audience comment On Agenda Items

Ms. Margaret Moylin remarked on upgrading the playground for the District children and resident guests. She also commented on the condition of the dart boards in the Lounge as they are not in good playing condition. She requested new dart boards if possible.

New Business

Re-establishment of Finance and Facilities Planning Committees

Ms. Henderson requested a renewal of all the committees but stated the most crucial committees needed are the Finance and Facilities Committees. She maintained that there is a wealth of information in the community as some of our residents have a rich management experience in construction, finance, etc. Mr. Diana explained that the



BAREFOOT BAY RECREATION DISTRICT

committees were abolished as some members were out of order due to public statements that put the District in a position of liability. He stated that he is not in favor of reinstating the committees. Mr. Loveland stated that he is not in favor of committees that are not properly designed. He is in favor of the Finance and Facilities committees if the foundation for the committees are revisited and reevaluated. He reiterated that he is not in favor of reinstalling all the committees. Mr. Wheaton stated that he is aware of many residents in the Bay that have a wealth of knowledge in renovations, construction kitchens, etc. He maintained that there is great resource in the community and he is very much in favor of bringing the committees back in session.

Mr. Klosky stated that we just approved the procurement of the facilities assessment and capital forecasting system for \$37,688.75. He challenged the suggestion by maintaining the DudeSystems program is designed to do exactly what the committees would do by providing internal minor preventative maintenance tasks and enhancing staff's long-term budgeting abilities.

Ms. Lizzann Taylor stated that she is in favor of reinstating all the committees in the manner that they were established in the past. She maintained that the rules and guidelines that were upheld and having the Trustees act as a liaison to the committees, but not as voting members was ideal.

Mr. Rick Berndsen also voiced his approval of having committees reinstated, as the residents have a lifetime of information to offer. He maintained that staff does a great job running the community but the input from residents can be considered and worked through together.

Ms. Jeanne Osborne thanked Ms. Henderson for bringing up the topic of reinstating the committees. She cautioned about having too many committees as this did pose a problem in the past particularly with the time it took away from staff to attend.

Ms. Louise Crouse stated that she hoped the Board will not rule out reinstating Ad Hoc committees that could focus on a particular topic until their objective is reached. Discussion ensued.

Mr. Diana made a motion to table the topic until we can establish some rules and guidelines for the proposed reinstatement of committees. Second by Loveland. Mr. Wheaton and Ms. Henderson opposed. Motion passed 3-2. Board consensus to hold a workshop on Committee Purpose, Rules and Guidelines on February 11, 2019 at 7PM.

Civic Volunteer Organization (CVO) Lease Renewal

Staff reported to the Board about the 2-year lease with the CVO (formerly known as, HOA) scheduled for renewal at the end of February. Staff recommended a renewal for 5 years.

Mr. Roger Compton, President of the CVO, thanked the Board for their generosity in allowing the CVO to maintain an office in the shopping center rent free for the past two years. He acknowledged that some people in the community may not appreciate this generosity and may believe the CVO is limited to organizing social events. However, he clarified that his organization requires use of the office not only for the scheduling of the social aspect (which an office is not needed) but more importantly, for the work with the community's less fortunate, the shut-ins, the Senior Advocacy Program, the Helping Hands Program, Seniors at Lunch, and many others. Mr. Compton appealed to the Board to think carefully about their decision not to renew as this will mean a suspension or simply the end of these very necessary programs in Barefoot Bay. Mr. Randy Loveland reported on the statistics of the Helping Hands program stating that the Community has saved \$35,000 by having the Helping Hands Program remove homes off the DOR violation list and read a long list of accomplishments completed by the CVO. He maintained that this number does not include the homes that were helped before they were placed on the list. He stated that the CVO has saved the Bay much more than the approximate amount of \$21,000 in annual rent and utilities they are not taking in. He reported that the value the CVO has offered the Bay by providing the donations and their services comes out to \$290,604. Ms. Henderson stated that she has a great reverence for the CVO but



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does not believe the large office is needed to conduct their business. Mr. Wheaton stated that the office is not needed as some of these programs were run without an office with past HOA boards.

Ms. Anne Manzo implored that the Board to renew the lease for the CVO. She thanked the Board for allowing the CVO to have the office for the last two years. She explained that she is the coordinator of the Brevard County subsidized van program in conjunction with Commute with Enterprise who provides the van. Her program takes seniors to the South Mainland Community Center for Seniors at Lunch daily and to Walmart and the food pantry weekly. She also informed them that the C.O.P.S. share their office and would lose their office as well.

Ms. Sara Kelley, Seniors Coordinator at Lunch at the South Mainland Community Center, stated that the seniors take this program very seriously. She continued that for some of the seniors this is the only social interaction they have. She stated that the volunteer van drivers participating in this program are welcomed and looked to with deep admiration and anticipation. She implored the Board not take the office away from the CVO as this very much needed and appreciated program will be lost.

Ms. Elain Van Berschot reiterated the by-laws for the HOA/CVO which states in summary, that the organization is formed for the health and well being of all residents of Barefoot Bay. She added to the legal definition by illuminating all the other senior advocacy programs and administrative tasks that are completed every day from the HOA office. She maintained that they provide countless services to the residents including, phones, faxing, copies, giving out pertinent information to the residents of the Bay, new homeowner orientations, charity events, and much more.

Ms. Kathy Lesh stated that the CVO is a club like any other club. They should not have special treatment based on the duties of their club. There are many other clubs in the Bay that would benefit from a lease at no cost yet do not have an office where they can meet.

Mr. Bill Aversa read a message from former Trustee Frank Cavaliere, who could not attend the meeting but spoke as a resident. Mr. Cavaliere asked the Board to please extend the lease to the CVO as they do a lot for the Community. He stated that he believes there are personal reasons that some Trustees are holding against the CVO which is causing them to question the renewal of the lease.

Mr. Bill Aversa stated that he is appalled that this topic is being discussed when the CVO has volunteered selflessly to the community for years. He discussed the benefits of the Helping Hands program which has saved the district thousands in legal fees by resolving violations for some of our most needy homeowners.

Ms. Louise Crouse questioned why the lease was changed from a 2-year lease to 5-year lease and questioned the reasoning behind not asking for an additional two or one year renewal. Mr. Coffey stated that he did not see the benefit of having this topic back to the Board every two years which is why he recommended a 5-year lease.

Mr. Diana made a motion to renew the lease for 5 years. Discussion ensued.

Ms. Lizzann Taylor reminded the Board that Mr. Diana made a motion and the Board went into discussion without a second.

Mr. Diana made a motion to renew the lease for 5 years. Second by Mr. Loveland. Discussion ensued.

Mr. Wheaton stated that the amount of money we give away directly affects the funding of new facilities and progress in the Bay. Mr. Loveland disclosed that he was approached by a resident prior to coming to this meeting who encouraged him to vote no on this item. The resident stated that he would "have a target on this back" if he did so. Mr. Loveland stated he did not take the threat as a physical threat but stated it was a threat, nevertheless. He addressed the Board stating he hoped this same threat was not affecting their vote today. He maintained his vote is for the renewal.



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Mr. Diana made a motion to approve a five-year lease renewal for part of unit #4 and unit #5 at the Shopping Center for \$0.00 rent with utilities paid for by BBRD. Second by Mr. Loveland. Mr. Klosky, Mr. Wheaton and Ms. Henderson opposed. Motion failed 3-2.

Shopping Center Lease Renewal Barber Shop

On December 9, 2011, the BOT entered into a lease agreement with the Barefoot Bay Beauty Salon for the use of Unit 1-3. Mr. Schmidt has expressed his interest to exercise the second 2-year extension option. The Amended Lease allows for as much as a 5% base rent increase per renewal period.

Ms. Henderson made a motion to approve a 2-year lease renewal for unit # 1-3 at the Shopping Center to Walter Schmidt, Inc. Second by Mr. Wheaton. Motion passed unanimously.

Commercial Realtor for Vacant Shopping Center Units

Barefoot Bay has an agreement for the rental of commercial units in the shopping center. The agreement ended last year when BBRD had full occupancy (last unit was leased but tenant never signed the agreement and the BOT later rescinded the agreement). Staff recommended the Board sign a new exclusive leasing agreement with Lightle Beckner Robison, Inc. for services related to the Shopping Center.

Ms. Joy Liddy stated that as a past Century One owner she has noticed limited activity by the current commercial realtor in their ability to bring the Bay commercial clients. She stated the units have been empty for a long time. She recommended asking for a presentation from them to show how they are going to help us get these units rented.

Mr. Klosky passed the gavel to make a motion to table this topic until more information is received. Second by Ms. Henderson. Motion carried unanimously.

Discussion of Charter Amendment

Mr. Rich Schwatlow stated the current cap of \$25,000 is very low, however the subject of increasing the cap to 20% of the general fund is akin to giving the Board a "blank check" for up to a million dollars. He requested that if this is a charter change then the proper channels should be taken to change the Charter by sending this out to referendum.

Mr. Wheaton stated that the laborious task of going to referendum for each project will take years to get anything completed. He would rather try to change the Charter this time so we can proceed with the construction of new buildings. He maintained that the residents will be along in the process for each new project to oversee the spending so there is no worry of misappropriation.

General Counsel opined that it is very likely a referendum vote to the public will not pass considering that the request to raise the cap has died three times. He recommended either taking each project to referendum or proceed with steps to change the Charter through the legislature. He informed the Board that the legislative process to pass a bill is an arduous one as it is hard to get support. Mr. Diana discussed taking the chance and starting the Lounge project as the revenue will not be there if there is not enough room for customers. The Lounge is in real need of expansion. He stated he would support the Bill to increase the Charter cap.

Mr. Jack Reddy stated that the resident voice has been diminished largely in part to the Trustees moving forward with projects. He encouraged the Board to seek the vote of the people in order to regain their confidence.

Mr. Wheaton made a motion to seek legislative change to increase the charter cap in excess of \$125,000. Second by Ms. Henderson. Motion passed unanimously.



BAREFOOT BAY RECREATION DISTRICT

BBRD Website Upgrade

Staff has reviewed and researched the development and implementation of a cost-effective website platform with improved functionality for everyone including our visually disabled guests and will bring us into compliance with the ADA 508 standards. Two quotes were collected from qualified website designers:

- CivicCMS Year One Investment: \$11,500 (includes maintenance)
Beginning Year 2 Annual Maintenance and Hosting Services: \$2,500
- MunicodeWeb Year One Investment: \$6,800 (includes maintenance)
Beginning Year 2 Annual Maintenance and Hosting Services: \$1,800

Staff recommended the BOT award a contract to CivicCMS for the new BBRD Website design for \$11,500 and execute a budget transfer from Admin Contingency

Mr. Diana made a motion to award a contract to CivicCMS for the new BBRD Website design for \$11,500 and execute a budget transfer from Admin Contingency. Second by Mr. Wheaton. Motion carried unanimously.

Manager's Report

Finance

- **Assessment Update** – As of January 14th, staff has received \$2,836,998.70 or 76.5% of gross assessment receipts. See attached for details.

Resident Relations

- **ARCC Update** – January 22nd meeting had 20 cases on the agenda. 9 consent, 11 non-consent (2 non-consent denied)
- **Violations Committee Update** – January 25th meeting has 23 cases on the agenda.

Food & Beverage

- **Football Championship Party Update** – The big event is Sunday, February 3rd and the party is at the 19th Hole. Tickets for the buffet are \$12 and are almost sold out so get your tickets now.
- **2nd Annual Barefoot by the Lake festival Update** - is Friday, February 15 and Saturday, February 16, 2019. A Beach Boys/Eagles concert kicks off the festival on Friday, February 15, 2019. There are a few tickets left for \$10 and may be purchased at the CVO office. There will be open free seating available as well. The festival grounds open at 3pm. on Friday with food vendors available and a full day of music, art and food is planned on Saturday starting at 11am.
- **60s and 70s Dance Party Update** – The event will be held in Building A on Saturday, March 9, 2019. Prizes will be awarded for the grooviest and hippest costumes. Tickets are \$5 and may be purchased in the Food and Beverage office in Building A daily between 10 and 4 p.m. Tickets are going fast, so don't wait.

Flyers with all the details are posted.

Golf-Pro Shop

Tournaments (Please call pro shop 664-3174 for details)

- 9-Holer's Charity Event
 - Feb. 5th
 - 7:00am Shotgun



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- Sign up in progress

- Farewell to Sandy Golf Tournament
 - Feb. 23rd
 - 8:30am Shotgun
 - Sign up begins Feb 1st

Property Services

- Installed remaining refurbished basketball hoops (lower hoops are ready for play)
- Replaced bottom rails and some of the railing sections on the pier
- Replaced worn out sign at the pier
- Set up and tore down for the veteran's golf tournament
- Replaced hurricane ties on the covered area at the beach crossover
- Installed hose rack at the beach property
- Finished research on project costs for the FY20-24 5yrFM&CIP.

General Information

- **Building A Workshop Request** – Trustee Henderson requested that the BOT hold a workshop regarding the “Better use of Building A.” Staff identified the following dates and times for the workshop:
 - Wed., January 30th, Bldg. A at 7pm
 - Wed., February 6th, Bldg. A at 7pm

Staff requests direction from the BOT regarding if they want to hold this workshop and which date they prefer. Board Consensus to hold the workshop on Wednesday, January 30, 2019 at 7PM in Building A.

- **BOT Schedule Reminder:**
 - Workshop: Thurs., January 24th, Bldg. D/E at 10am
 - Regulations of Short-term Rentals
 - Review of *Rules of the BOT*
 - Workshop: Thurs., January 31st, Bldg. D/E at 7pm
 - Review of *FY20-24 Five-year Financial Model and Capital Improvement Plan*
 - Regular Meeting: Fri., February 8th, Bldg. D/E at 1pm
 - Townhall Meeting: Tues., February 26th, Bldg. D/E at 2pm
 - Regular Meeting: Tues., February 26th, Bldg. D/E at 7pm
- **New Administration Building Update**
 - Substantial completion is expected within the next week to 10 days
 - Punchlist inspection will follow
 - Staff anticipates moving into the building in late February
 - After a soft opening a grand-opening ribbon cutting ceremony will be scheduled



BAREFOOT BAY RECREATION DISTRICT

Attorney's Report

General Counsel clarified the definition of a draft document or notes regarding official public records. He advised that working drafts can be considered public records. General Counsel discussed the revelation by Mr. Loveland at the previous BOT meeting about a threat he received with an intent to persuade him to vote in a particular way regarding renewal of the CVO lease. He stated that Mr. Loveland was bothered enough by the incident to meet with him about it. He continued that Mr. Loveland has decided not to pursue an investigation, however he is in his rights to do so. He strongly advised the residents to be mindful of the context of their communication with elected officials. General Counsel stated that if any Trustee feels as though they are a victim of threats or extortion in any way, they should contact him immediately as this is a serious allegation punishable by law. He stated that this type of behavior is directly opposed to what the Trustees are trying to do and does impede their efforts to make ethical decisions. He encouraged the Board and residents to participate in civil discord as a means to obtaining a favorable outcome.

Trustee Incidental Report

Mr. Loveland had no comment.

Mr. Diana shared his disappointment in the vote concerning the CVO lease renewal. He suggested bringing the topic back for reconsideration at a future BOT meeting.

Ms. Henderson had no remarks at this time.

Mr. Klosky reminded the residents of the Pickleball courts ribbon cutting coming up this Friday, January 25, 2019.

Mr. Wheaton had no remarks at this time.

Adjournment

Mr. Wheaton made a motion to adjourn. Second by Ms. Henderson.
The next meeting will be on Friday, February 8, 2019 at 1PM in Building D/E.
Meeting adjourned at 9:04PM.

Joseph Klosky, Secretary

Dawn Myers, District Clerk

Board of Trustees Meeting Agenda Memo

Date: February 26, 2019
Title: **Building C Exterior Renovation Request for Proposal**
Section & Item: 8B
Department: R&M/Capital
Fiscal Impact: FY19 Budget of 82,000
Contact: Matt Goetz, Property Services Manager;
John W. Coffey, ICMA-CM, Community Manager
Attachments: N/A
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Direction to staff regarding how to proceed (since no responses to the RFP were received).

Background and Summary Information

On January 11, 2019, the Community Manage announced the release of a request for proposal (RFP) for Building C Exterior Renovations. Two vendors participated in the mandatory pre-submittal site-inspection on January 29, 2019 but no proposals were received by the deadline of February 15, 2019. The BOT has the following options regarding how to proceed:

- Re-issue the RFP (with liquidated damages clause)
- Re-issue the RFP (without liquidated damages clause)
- Direct staff to solicit traditional bids, thereby waiving the RFP requirement for the project
- Direct staff to solicit bids for each project separately
- Refer the project to the Facilities Planning Committee (if it is re-established)
- Other direction from the BOT

The text of the original agenda memo from January 11, 2019 is listed below in italic.

The FY19 R&M/Capital Budget contains \$82,000 for the replacement of the following work on Building C:

- *Roof replacement*
- *Windows replacement*
- *Doors replacement*
- *Stucco repair/replacement*

Of note, this project was originally budgeted as four separate projects but was combined into one project in late 2018 per the recommendation of staff. The Policy Manual requires a request for proposal (RFP) process be used for any project anticipated to cost over \$50,000. Additionally, the evaluation committee shall consist of three voting members (one Trustee, one employee from the user department and one non-employee resident as selected by the Community Manager) plus two non-voting members (Chairman of the BOT and the Community Manager).

Order	Task	Date (and Time if applicable)
1	Florida Today Advertisement	Jan. 14, 2019
2	Publication Date	Jan. 15, 2019
3	Advertisement	Jan. 15, 2019 through Feb. 15, 2019
4	Mandatory Pre-Submittal Site Inspection Meeting	Jan. 29, 2019 (9:00am) at Bldg. C, 625 Barefoot Blvd., Barefoot Bay, FL 32976
5	Deadline for Written Questions	Feb. 01, 2019, 4:30pm
6	Responses/Addendum Issued	Jan. 16, 2019 through Feb. 8, 2019
7	Submission Deadline (RFP close date)	Feb. 15, 2019, 4:30pm
8	RFP Opening Date and initial review	Feb. 19, 2019, Bldg. D/E at 3pm
9	Evaluation Comm. Mtg. (Discussion & Review, interviews if needed, otherwise vote to recommend award to Board of Trustees)	Feb. 28, 2019, Bldg. D/E at 9am
10	Board of Trustees meeting for Contract Award	Mar. 8, 2019, Bldg. D/E at 1pm
11	Commencement of Work	No sooner than May 1, 2019 and no later than June 1, 2019

The anticipated schedule is listed to the left.

Weighted criteria to be used by the evaluation committee to select a recommended vendor shall be as follows:

- *Experience and References: 30%*
- *Start Date and Number of Days of Project: 20%*
- *Cost Proposal: 50%*

Hence, the BOT needs to select one Trustee to serve as a voting member. Afterwards, the Community Manager will announce the 5 persons who will serve on the RFP evaluation committee and the start and end dates for the RFP.

Staff requests direction from the BOT regarding this matter.

Board of Trustees Meeting Agenda Memo

Date: February 26, 2019
Title: **Commercial Realtor for Vacant Shopping Center Units**
Section & Item: 8C
Department: Administration: Finance
Fiscal Impact: TBD (based on a percentage of gross rent of leases)
Contact: Charles Henley, Finance Manager, or John W. Coffey, ICMA-CM, Community Manager
Attachments: N/A
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Selection of a new realtor and authorization of Chairman Klosky to sign new leasing agreement.

Background and Summary Information

In 2017 BBRD entered into an exclusive leasing agreement with Lightle Beckner Robison, Inc. for commercial real estate services regarding vacant units at the Shopping Center. The agreement ended last year when BBRD had full occupancy (last unit was leased but tenant never signed the agreement and the BOT later rescinded the agreement).

Currently, there are two vacant units. The cost to BBRD is based on a percentage of gross leases facilitated by the agent. Costs range from 3% to 6% based on who finds the prospective tenant. Based on feedback from the BOT at the February 11th workshop, staff is in the process of soliciting proposals from other commercial realtors. Once proposals are received, they will be forwarded to the BOT.

Staff recommends the BOT select a realtor and authorizes Chairman Klosky to sign a new exclusive leasing agreement for commercial realtor services related to the Shopping Center.

Board of Trustees Meeting Agenda Memo

Date: February 26, 2019

Title: **Update on NRP Property Transactions and DOR Enforcement Matters**

Section & Item: 8D
Department: BBRD General Counsel/Administration
Fiscal Impact: None.
Contact: General Counsel Cliff Repperger
(321) 984-2700

Attachments: None.

Reviewed by
General Counsel: Yes

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



Requested Action by BOT

Consideration of Update on NRP Property Transactions and DOR Enforcement matters.

Background and Summary Information

On October 23, 2018, the Board of Trustees considered a recommendation from the NRP to hire an outside real estate attorney for assistance on transactional issues regarding NRP properties. General Counsel Repperger provided an action plan regarding handling of transactional and DOR Enforcement case matters.

The Board approved a three-month extension of action to allow for implementation of the action plan.

Since October 23, 2018, every NRP property identified by staff and approved for acquisition by the NRP has either been conveyed to BBRD or is the process of being conveyed.

An auction to divest BBRD of four (4) acquired properties is scheduled to occur between February 25 to March 3, 2019.

General Counsel will provide specific updates regarding the status of all transactions and cases at the Board meeting.

New Business

Board of Trustees Meeting Agenda Memo

Date: February 26, 2019

Title: **Neighborhood Revitalization Program (NRP) Purchase Confirmation: 824 Tamarind**

Section & Item: 9A i

Department: R&M/Capital

Fiscal Impact: \$15,3000.00 (\$3,000 purchase, \$4,000 private mortgage, \$3,900 back taxes and estimated \$4,400.00 removal of structure)

Contact: Rich Armington, Resident Relations Manager/H.R. Coordinator; John W. Coffey, Community Manager

Attachments: Purchase authorization (signed by NRP Chairman Wheaton) and Contract

Reviewed by
General Counsel: Yes

Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Confirmation of 824 Tamarind 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 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 February 12, 2019, NRP Chairman Wheaton authorized the purchase of 824 Tamarind Circle for \$7,000.00. After closing, staff will obtain 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 824 Tamarind Circle via the Neighborhood Revitalization Program.



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Address: 824 Tamarind Circle, Barefoot Bay, FL 32976

Private Mortgage: \$4,000.00

Past Due Taxes: \$3,900.00

Estimated cost to remove with asbestos check: \$4,400.00

Purchase Price: \$3,000.00



David Wheaton – NRP Chairman

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

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

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

1. Sale and Purchase: Charles Wade and Kathy Raglan ("Seller") and Barefoot Bay Recreation Distict ("Buyer")

(the "parties") agree to sell and buy on the terms and conditions specified below the property described as: Street Address: 824 Tamarind Circle City: Barefoot Bay Zip Code: 32976 County: Brevard Legal Description: Lot 32, Block 20, Barefoot Bay Unit One, according to the Plat thereof, recorded in Plat Book 22, Page 100, Public Records of Brevard County, Florida.

Tax ID No.: 30-38-15-01-20-32 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: Mobile Home on Site.

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: \$ 7,000.00 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: 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) \$ 7,000.00 Other: \$3,000.00 split equally to sellers (Kathy Raglan & Charles Wade); \$4,000 cash to mortgage holder (Pat Webb)

(e) \$ 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) [X] 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

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

- 56 **4. Closing Date; Occupancy:** Unless the Closing Date is specifically extended by **Seller** and **Buyer** or by any other
57 provision in this Contract, the Closing Date will prevail over all other time periods including, but not limited to,
58* financing and inspection periods. Closing of this Contract (the "Closing") will occur on or before March 1, 2019
59 ("Closing Date") at the time established by the Closing Agent, by which time **Seller** will (i) have removed all personal
60 items and trash from the Property and swept the Property clean and (ii) deliver the deed, occupancy, and
61 possession, along with all keys, garage door openers, and access codes to **Buyer**. If on Closing Date insurance
62 underwriting is suspended, **Buyer** may postpone Closing for up to 5 days after the insurance suspension is lifted.
63 If Paragraph **3(b)** is selected and closing funds from **Buyer's** lender(s) are not available on Closing Date due to
64 Consumer Financial Protection Bureau Closing Disclosure delivery requirements (CFPB Requirements), then
65 Closing Date will be extended for such period necessary to satisfy CFPB Requirements, provided such period does
66 not exceed 10 days. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller-**
67 provided title evidence, surveys, association documents, and other items, failing which **Buyer** authorizes Closing
68* Agent to reimburse **Seller** \$ _____ (\$100 if left blank) from the deposit(s) for the cost of the documents.
- 69 **5. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
70 conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title
71 binder effective date and recording of **Buyer's** deed, Closing Agent will disburse at Closing the net sale proceeds
72 to **Seller** and brokerage fees to Broker as per Paragraph **19**. In addition to other expenses provided in this Contract,
73 **Seller** and **Buyer** will pay the costs indicated below.

74 **(a) Seller Costs:**

75 Taxes and surtaxes on the deed

76 Recording fees for documents needed to cure title

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

82* Other: _____

83 **(b) Buyer Costs:**

84 Taxes and recording fees on notes and mortgages

85 Recording fees on the deed and financing statements

86 Loan expenses

87 Lender's title policy

88 Inspections

89 Survey

90 Flood insurance, homeowner's insurance, hazard insurance

91* Other: _____

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

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

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

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

Buyer [Signature] (_____) and Seller [Signature] [Signature] acknowledge receipt of a copy of this page, which is Page 3 of 9.

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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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215 (4) professional inspector and will report repair estimates to **Buyer**. If the first and second inspection reports
216 differ and the parties cannot resolve the differences, **Seller** and **Buyer** together will choose, and equally
217 split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to repair
218 warranted items equals or is less than the Repair Limit, **Seller** will have the repairs made in a workmanlike
219 manner by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit,
220 either party may cancel this Contract unless either party pays the excess or **Buyer** designates which repairs
221 to make at a total cost to **Seller** not exceeding the Repair Limit and accepts the balance of the Property in
222 its "as is" condition.

223 (b) **Wood-Destroying Organisms:** "Wood-destroying organism" means arthropod or plant life, including termites,
224 powder-post beetles, old house borers, and wood-decaying fungi, that damages or infests seasoned wood in a
225 structure, excluding fences. **Buyer** may, at **Buyer's** expense, have the Property inspected by a Florida-licensed
226 pest control business to determine the existence of past or present wood-destroying organism infestation and
227 damage caused by infestation. If the inspector finds evidence of infestation or damage, **Buyer** will deliver a
228 copy of the inspector's written report to **Seller** within 5 days after the date of the inspection. If **Seller** previously
229 treated the Property for the type of wood-destroying organisms found, **Seller** does not have to treat the Property
230 again if (i) there is no visible live infestation and (ii) **Seller** transfers to **Buyer** at Closing a current full treatment
231 warranty for the type of wood-destroying organisms found. **Seller** will have 5 days after receipt of the inspector's
232 report to have reported damage estimated by a licensed building or general contractor and corrective treatment,
233 if required, estimated by a licensed pest control business. **Seller** will have treatments and repairs made by an
234 appropriately licensed person at **Seller's** expense up to the WDO Repair Limit. If the cost to treat and repair
235 the Property exceeds the WDO Repair Limit, either party may pay the excess, failing which either party may
236 cancel this Contract by written notice to the other. If **Buyer** fails to timely deliver the inspector's written report,
237 **Buyer** accepts the Property "as is" with regard to wood-destroying organism infestation and damage, subject
238 to the Maintenance Requirement.

239 (c) **Permits:** **Buyer** may, at **Buyer's** expense, inspect and examine records and documents to determine whether
240 any open or expired building permits or unpermitted improvements to the Property exist. **Buyer** will, before the
241 end of the Inspection Period, deliver written notice to **Seller** of the existence of such; and **Seller** will remedy
242 the reported items up to the Permit Limit and have final inspections completed no later than 5 days before
243 Closing. If final inspections cannot be performed due to delays by the governmental entity, Closing will be
244 extended for up to 10 days to complete such final inspections, failing which either party may cancel this
245 Contract; and **Buyer's** deposit(s) will be refunded. At Closing, **Seller** will provide **Buyer** with written
246 documentation that all reported items have been remedied. If the cost to remedy reported items exceeds the
247 Permit Limit, either party may cancel this Contract unless either party pays the excess or **Buyer** accepts the
248 Property in its "as is" condition and **Seller** credits **Buyer** at Closing the amount of the Permit Limit.

249 (d) **Walk-Through Inspection; Reinspection:** On the day before Closing or at any other time agreeable to the
250 parties, **Buyer**, and/or **Buyer's** representative, may walk through the Property solely to verify that **Seller** has
251 made repairs required by this Contract, has met the Maintenance Requirement, and has met contractual
252 obligations. If **Buyer**, and/or **Buyer's** representative, fails to conduct this inspection, **Seller's** repair obligations
253 and Maintenance Requirement will be deemed fulfilled.

254 9. **Risk of Loss:** If any portion of the Property is damaged by fire or other casualty before Closing and can be restored
255 by Closing or within 45 days after Closing Date to substantially the same condition as it was on Effective Date,
256 **Seller** will, at **Seller's** expense, restore the Property and deliver written notice to **Buyer** that **Seller** has completed
257 the restoration; and the parties will close the transaction on the later of Closing Date or 10 days after **Buyer** receives
258 **Seller's** notice. **Seller** will not be obligated to replace trees. If restoration cannot be timely completed, **Buyer** may
259 cancel this Contract, and **Buyer's** deposit(s) will be refunded; or **Buyer** may accept the Property "as is" and **Seller**
260 will credit the deductible and assign the insurance proceeds, if any, to **Buyer** at Closing in such amounts as are
261 attributable to the Property and not yet expended in restoring the Property to the same condition as it was on
262 Effective Date.

263 10. **Title:** **Seller** will convey marketable title to the Property by statutory warranty deed or trustee, personal
264 representative, or guardian deed as appropriate to **Seller's** status.

265 (a) **Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in **Seller** in
266 accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions,
267 none of which prevent residential use of the Property: covenants, easements, and restrictions of record; matters
268 of plat; existing zoning and government regulations; oil, gas, and mineral rights of record if there is no right of
269 entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge before or
270 at Closing. The party paying for the owner's title policy will, at least _____ days (if Paragraph 3(a) is selected
271 then 5 days or if Paragraph 3(b) is selected then 10 days, if left blank) ("Title Evidence Deadline") before

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

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

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

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

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

299 **11. Effective Date; Time; Force Majeure:**

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

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

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

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

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

Buyer  and **Seller**  acknowledge receipt of a copy of this page, which is Page 6 of 9.

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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.)

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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**):

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> A. Additional Clauses | <input type="checkbox"/> N. Insurance | <input type="checkbox"/> W. Rentals |
| <input type="checkbox"/> B. Appraisal | <input type="checkbox"/> O. Interest-Bearing Escrow Account | <input type="checkbox"/> X. Rezoning |
| <input type="checkbox"/> C. As Is with Right to Inspect | <input type="checkbox"/> P. Lease Option; Lease Purchase | <input type="checkbox"/> Y. Sale/Lease of Buyer's Property |
| <input type="checkbox"/> D. Assignment | <input type="checkbox"/> Q. Licensee - Personal Interest in Property | <input type="checkbox"/> Z. Seller Financing |
| <input type="checkbox"/> E. Back-up Contract; Kick-out Clause | <input type="checkbox"/> R. Mold Inspection | <input type="checkbox"/> AA. Short Sale Approval |
| <input type="checkbox"/> F. Condominium Association | <input type="checkbox"/> S. Mortgage Assumption | <input type="checkbox"/> BB. VA Financing |
| <input type="checkbox"/> G. Defective Drywall | <input type="checkbox"/> T. New Mortgage Rates | <input type="checkbox"/> CC. 1031 Exchange |
| <input type="checkbox"/> H. FHA Financing | <input type="checkbox"/> U. Pre-1978 Housing Lead-Based Paint Warning Statement | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> I. FIRPTA | <input type="checkbox"/> V. Property Disclosure | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> J. Homeowners' Association | | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> K. Housing for Older Persons | | |
| <input type="checkbox"/> L. Inspections | | |
| <input type="checkbox"/> M. Insulation Disclosure (New Homes Only) | | |

420* 21. Additional Terms: _____
421 Sale will be consumated without Title Insurance. Buyer to pay for any Title Commitment if desired. This
422 provision shall take the place of Paragraph 5 and Paragraph 10. To the extent that either Paragraph 5 or 10
423 apply, buyer shall be responsible for all costs.
424 Sale will be via Quit Claim Deed. This provision shall take the place of Paragraph 10
425 Buyer to pay all taxes due at time of close. Taxes and recording fees are outside of the purchase price of the
426 property.
427 Notwithstanding paragraph 5, Buyer to pay all recording fees.
428 Sale of property includes title to mobile home located on property.
429 _____
430 _____
431 _____

432 22. Offer and Acceptance: Buyer offers to purchase the Property on the above terms and conditions. Unless this
433* Contract is signed by Seller and a copy delivered to Buyer no later than _____ a.m. p.m. on
434* _____, this offer will be revoked and Buyer's deposit(s) refunded subject to Collection of funds.
435* Buyer received a written real property disclosure statement from Seller before making this offer.

436 23. Counter Offer; Rejection:
437* Seller counters Buyer's offer. (To accept the counter offer, Buyer must sign or initial the counter offered terms
438 and deliver a copy of the acceptance to Seller.) Unless otherwise stated, the time for acceptance of any counter
439 offer will be 2 days after the date the counter offer is delivered.
440* Seller rejects Buyer's offer.

441 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before
442 signing. *Barefoot Bay Recreation Distict*

443* Buyer: _____ Date: _____

444* Print name: _____

445* Buyer: Joseph Klady Date: 2/19/2019

446* Print name: Joseph Klady

447 Buyer's address for purpose of notice:

448* Address: 625 Barefoot Blvd, Barefoot Bay, FL 32976

449* Phone: (772) 664-4839 Fax: _____ Email: RichArmington@bbrd.org

450* Seller: Kathy Raglan Date: _____

451* Print name: Kathy Raglan

452* Seller: Charles Wade Date: 2/18/2019

453* Print name: Charles Wade

454 Seller's address for purpose of notice:

455* Address: 853 Tamarind Circle, Barefoot Bay, FL 32976

456* Phone: _____ Fax: _____ Email: _____

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

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Board of Trustees Meeting Agenda Memo

Date: February 26, 2019

Title: **Neighborhood Revitalization Program (NRP) Purchase Confirmation: 944 Pecan**

Section & Item: 9Aii

Department: R&M/Capital

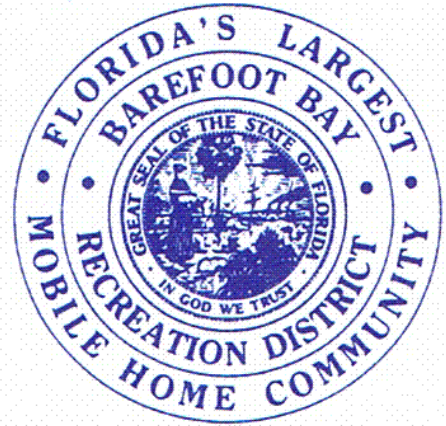
Fiscal Impact: \$31,161 (\$24,999 purchase, \$2,162 back taxed and estimated \$4,000 removal of structure.)

Contact: Rich Armington, Resident Relations Manager/H.R. Coordinator; John W. Coffey, Community Manager

Attachments: Purchase authorization (signed by NRP Chairman Wheaton) and Contract

Reviewed by
General Counsel: Yes

Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Confirmation of 944 Pecan 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 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 Trustee at the next scheduled regular meeting of the Board of Trustees.

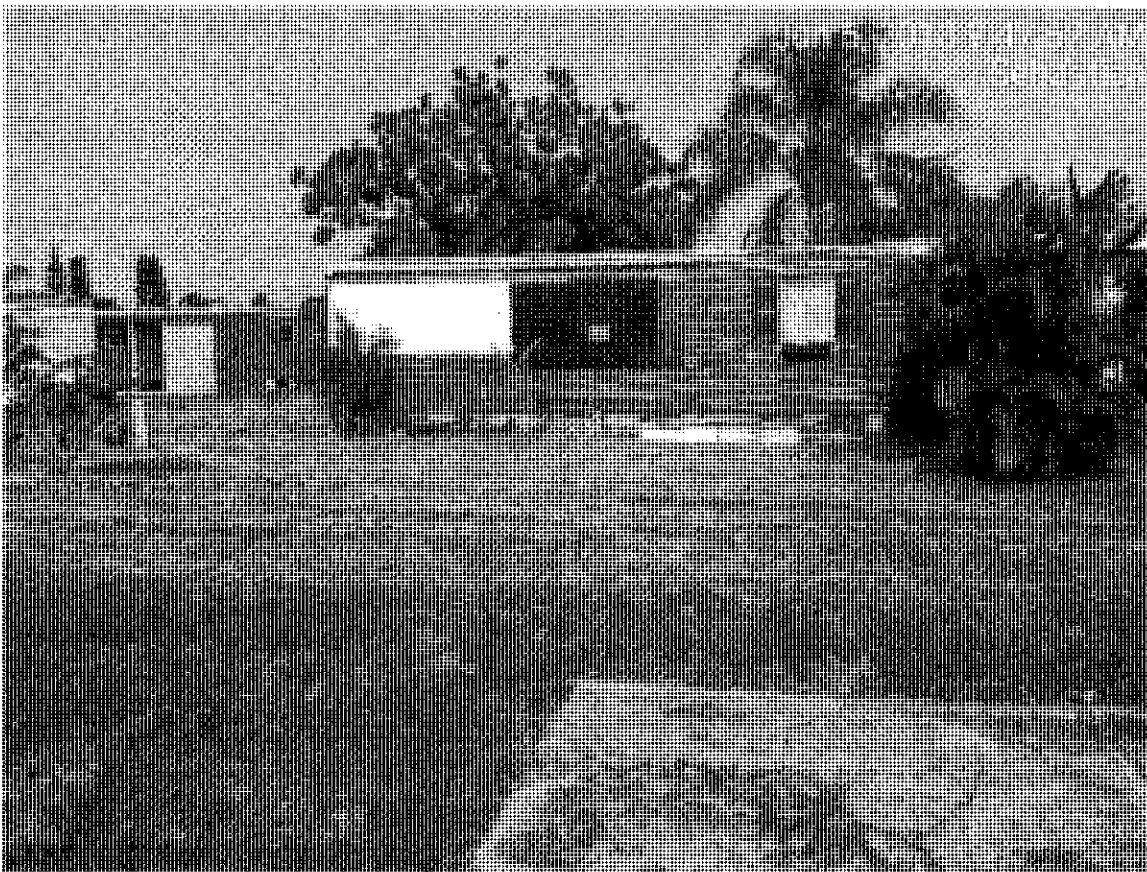
On January 29, 2019, NRP Chairman Wheaton authorized the purchase of 944 Pecan Circle for \$24,999.00. After closing, staff will obtain an asbestos study of the home and then demolition. Once a clean title is secured, the property will be listed for sale (of which the proceeds will go back into the NRP 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 944 Pecan Circle via the Neighborhood Revitalization Program.



BAREFOOT BAY RECREATION DISTRICT

Address: 944 Pecan Circle
Sale Price: \$24,999.00
Past Due Taxes: \$2162.00
Demo w/asbestos \$4000.00




David Wheaton-NRP Chairperson

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

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

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

1. Sale and Purchase: Carolyn F. Smith ("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: 944 Pecan Circle

City: Barefoot Bay Zip Code: 32976 County: Brevard

Legal Description: Lot 4, Block 117, Barefoot Bay, Unit Two Part Twelve, according to the Plat thereof, as recorded in Plat Book 22, Page 79 of the Public Records of Brevard County, Florida.

Tax ID No.: 30-38-10-JU-117-4 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:

Mobile Home on site.

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: \$ 24,999.00 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:

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) \$ 24,999.00 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) [X] 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

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 February 1, 2019 ("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** \$ _____ (\$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: Taxes due at close.

(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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102 (2) and Seller will pay for the owner's title policy; title search, including tax and lien search; and all other fees
103 charged by title agent and Closing Agent.

104* (3) Seller will provide an abstract as specified in Paragraph 10(a)(2) as title evidence. Seller Buyer will
105 pay for the owner's title policy and select the title agent and Closing Agent. Seller will pay fees for title
106 searches, including tax and lien searches, before Closing, and Buyer will pay fees for title searches,
107 including tax and lien searches, after Closing (if any) and all other fees charged by title agent and Closing
108 Agent.

109 (d) **Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing:
110 real estate taxes (including special benefit tax assessments imposed by a community development district
111 ("CDD")), interest, bonds, assessments, association fees, insurance, rents, and other current expenses and
112 revenues of the Property. If taxes and assessments for the current year cannot be determined, taxes will be
113 prorated on the basis of taxes for the preceding year as of the day before Closing and will be computed and
114 readjusted, at either party's request, when the current taxes are determined with adjustment for exemptions
115 and improvements. If there are completed improvements on the Property by January 1 of the year of the
116 Closing, which improvements were not in existence on January 1 of the prior year, taxes will be prorated based
117 on the prior year's millage and at an equitable assessment to be agreed upon by the parties before Closing,
118 failing which, request will be made to the County Property Appraiser for an informal assessment taking into
119 consideration available exemptions. If the County Property Appraiser is unable or unwilling to perform an
120 informal assessment before Closing, Seller and Buyer will split the cost of a private appraiser to perform an
121 assessment before Closing. Nothing in this Paragraph will act to extend the Closing Date. This provision will
122 survive Closing.

123 (e) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will
124 pay (i) the full amount of liens that are certified, confirmed, and ratified before Closing and (ii) the amount of the
125 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not
126 resulted in a lien before Closing; and Buyer will pay all other amounts. If special assessments may be paid in
127* installments Seller Buyer (Buyer if left blank) will pay installments due after Closing. If Seller is checked,
128 Seller will pay the assessment in full before or at the time of Closing. Public body does not include a
129 Homeowners' Association or Condominium Association. Paragraph 5(e) does not apply to a special benefit tax
130 lien imposed by a CDD pursuant to Chapter 190, Florida Statutes, which lien will be prorated pursuant to
131 Paragraph 5(d).

132 (f) **Tax Withholding:** Seller and Buyer will comply with the Foreign Investment in Real Property Tax Act, which
133 may require Seller to provide additional cash at Closing if Seller is a "foreign person" as defined by federal law.

134* (g) **Home Warranty:** Seller Buyer N/A will pay for a home warranty plan issued by
135* _____ at a cost not to exceed \$ _____.

136 A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major
137 built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.



138 6. **Inspection Periods:** Buyer will complete all inspections referenced in Paragraphs 7(b), 8(a)(2), 8(b), and 8(c) by
139* _____ (the earlier of 10 days after Effective Date or 10 days before Closing Date if left blank)
140 ("Inspection Period").

141 7. **Real Property Disclosures:** Seller represents that Seller does not know of any facts that materially affect the
142 value of the Property, including but not limited to violations of governmental laws, rules, and regulations, other than
143 those that Buyer can readily observe or that are known by or have been disclosed to Buyer.

144 (a) **Energy Efficiency:** Buyer acknowledges receipt of the energy-efficiency information brochure required by
145 Section 553.996, Florida Statutes.

146 (b) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
147 sufficient quantities, may present health risks to persons who are exposed to it over time. Radon levels that
148 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding
149 radon and radon testing may be obtained from your county public health unit. Buyer may, within the Inspection
150 Period, have an appropriately licensed person test the Property for radon. If the radon level exceeds acceptable
151 EPA standards, Seller may choose to reduce the radon level to an acceptable EPA level, failing which either
152 party may cancel this Contract.

153 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies
154 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving
155 the Property and rebuilding in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal
156 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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215 (4) professional inspector and will report repair estimates to **Buyer**. If the first and second inspection reports
216 differ and the parties cannot resolve the differences, **Seller** and **Buyer** together will choose, and equally
217 split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to repair
218 warranted items equals or is less than the Repair Limit, **Seller** will have the repairs made in a workmanlike
219 manner by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit,
220 either party may cancel this Contract unless either party pays the excess or **Buyer** designates which repairs
221 to make at a total cost to **Seller** not exceeding the Repair Limit and accepts the balance of the Property in
222 its "as is" condition.

223 (b) **Wood-Destroying Organisms:** "Wood-destroying organism" means arthropod or plant life, including termites,
224 powder-post beetles, old house borers, and wood-decaying fungi, that damages or infests seasoned wood in a
225 structure, excluding fences. **Buyer** may, at **Buyer's** expense, have the Property inspected by a Florida-licensed
226 pest control business to determine the existence of past or present wood-destroying organism infestation and
227 damage caused by infestation. If the inspector finds evidence of infestation or damage, **Buyer** will deliver a
228 copy of the inspector's written report to **Seller** within 5 days after the date of the inspection. If **Seller** previously
229 treated the Property for the type of wood-destroying organisms found, **Seller** does not have to treat the Property
230 again if (i) there is no visible live infestation and (ii) **Seller** transfers to **Buyer** at Closing a current full treatment
231 warranty for the type of wood-destroying organisms found. **Seller** will have 5 days after receipt of the inspector's
232 report to have reported damage estimated by a licensed building or general contractor and corrective treatment,
233 if required, estimated by a licensed pest control business. **Seller** will have treatments and repairs made by an
234 appropriately licensed person at **Seller's** expense up to the WDO Repair Limit. If the cost to treat and repair
235 the Property exceeds the WDO Repair Limit, either party may pay the excess, failing which either party may
236 cancel this Contract by written notice to the other. If **Buyer** fails to timely deliver the inspector's written report,
237 **Buyer** accepts the Property "as is" with regard to wood-destroying organism infestation and damage, subject
238 to the Maintenance Requirement.



239 (c) **Permits:** **Buyer** may, at **Buyer's** expense, inspect and examine records and documents to determine whether
240 any open or expired building permits or unpermitted improvements to the Property exist. **Buyer** will, before the
241 end of the Inspection Period, deliver written notice to **Seller** of the existence of such; and **Seller** will remedy
242 the reported items up to the Permit Limit and have final inspections completed no later than 5 days before
243 Closing. If final inspections cannot be performed due to delays by the governmental entity, Closing will be
244 extended for up to 10 days to complete such final inspections, failing which either party may cancel this
245 Contract; and **Buyer's** deposit(s) will be refunded. At Closing, **Seller** will provide **Buyer** with written
246 documentation that all reported items have been remedied. If the cost to remedy reported items exceeds the
247 Permit Limit, either party may cancel this Contract unless either party pays the excess or **Buyer** accepts the
248 Property in its "as is" condition and **Seller** credits **Buyer** at Closing the amount of the Permit Limit.

249 (d) **Walk-Through Inspection; Reinspection:** On the day before Closing or at any other time agreeable to the
250 parties, **Buyer**, and/or **Buyer's** representative, may walk through the Property solely to verify that **Seller** has
251 made repairs required by this Contract, has met the Maintenance Requirement, and has met contractual
252 obligations. If **Buyer**, and/or **Buyer's** representative, fails to conduct this inspection, **Seller's** repair obligations
253 and Maintenance Requirement will be deemed fulfilled.

254 9. **Risk of Loss:** If any portion of the Property is damaged by fire or other casualty before Closing and can be restored
255 by Closing or within 45 days after Closing Date to substantially the same condition as it was on Effective Date,
256 **Seller** will, at **Seller's** expense, restore the Property and deliver written notice to **Buyer** that **Seller** has completed
257 the restoration; and the parties will close the transaction on the later of Closing Date or 10 days after **Buyer** receives
258 **Seller's** notice. **Seller** will not be obligated to replace trees. If restoration cannot be timely completed, **Buyer** may
259 cancel this Contract, and **Buyer's** deposit(s) will be refunded; or **Buyer** may accept the Property "as is" and **Seller**
260 will credit the deductible and assign the insurance proceeds, if any, to **Buyer** at Closing in such amounts as are
261 attributable to the Property and not yet expended in restoring the Property to the same condition as it was on
262 Effective Date.

263 10. **Title:** **Seller** will convey marketable title to the Property by statutory warranty deed or trustee, personal
264 representative, or guardian deed as appropriate to **Seller's** status.

265 (a) **Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in **Seller** in
266 accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions,
267 none of which prevent residential use of the Property: covenants, easements, and restrictions of record; matters
268 of plat; existing zoning and government regulations; oil, gas, and mineral rights of record if there is no right of
269 entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge before or
270- at Closing. The party paying for the owner's title policy will, at least _____ days (if Paragraph 3(a) is selected
271 then 5 days or if Paragraph 3(b) is selected then 10 days, if left blank) ("Title Evidence Deadline") before

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

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

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

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

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

299 **11. Effective Date; Time; Force Majeure:**

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

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

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

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

321 **13. Complete Agreement:** This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage**
322 **agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this**
323 **Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by
324 the party to be bound. Electronic signatures will be acceptable and binding. Signatures, initials, documents
325 referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be
326 acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or
327 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.)

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

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

408* _____
409 **Seller's Sales Associate / License No.** **Buyer's Sales Associate / License No.**

410* _____
411 **Seller's Sales Associate Email Address** **Buyer's Sales Associate Email Address**



412* _____
413 **Seller's Sales Associate Phone Number** **Buyer's Sales Associate Phone Number**

414* _____
415 **Listing Firm/Brokerage Fee: (\$ or % of purchase price)** **Buyer's Firm/Brokerage Fee: (\$ or % of purchase price)**

416* _____
417 **Listing Firm/Brokerage Address** **Buyer's Firm/Brokerage Address**

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

- | | | |
|--|---|--|
| <input type="checkbox"/> A. Additional Clauses | <input type="checkbox"/> N. Insurance | <input type="checkbox"/> W. Rentals |
| <input type="checkbox"/> B. Appraisal | <input type="checkbox"/> O. Interest-Bearing Escrow Account | <input type="checkbox"/> X. Rezoning |
| <input type="checkbox"/> C. As Is with Right to Inspect | <input type="checkbox"/> P. Lease Option; Lease Purchase | <input type="checkbox"/> Y. Sale/Lease of Buyer's Property |
| <input type="checkbox"/> D. Assignment | <input type="checkbox"/> Q. Licensee - Personal Interest in Property | <input type="checkbox"/> Z. Seller Financing |
| <input type="checkbox"/> E. Back-up Contract; Kick-out Clause | <input type="checkbox"/> R. Mold Inspection | <input type="checkbox"/> AA. Short Sale Approval |
| <input type="checkbox"/> F. Condominium Association | <input type="checkbox"/> S. Mortgage Assumption | <input type="checkbox"/> BB. VA Financing |
| <input type="checkbox"/> G. Defective Drywall | <input type="checkbox"/> T. New Mortgage Rates | <input type="checkbox"/> CC. 1031 Exchange |
| <input type="checkbox"/> H. FHA Financing | <input type="checkbox"/> U. Pre-1978 Housing Lead-Based Paint Warning Statement | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> I. FIRPTA | <input type="checkbox"/> V. Property Disclosure | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> J. Homeowners' Association | | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> K. Housing for Older Persons | | |
| <input type="checkbox"/> L. Inspections | | |
| <input type="checkbox"/> M. Insulation Disclosure (New Homes Only) | | |

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420* **21. Additional Terms:**
421 Sale will be consumated without Title Insurance. Buyer to pay for any Title Commitment if desired. This provision
422 shall take the place of Paragraph 5 and Paragraph 10. To the extent that either Paragraph 5 or 10 apply, buyer shall
423 be responsible for all costs.
424 Sale will be via Quit Claim Deed. This provision shall take the place of Paragraph 10
425 Buyer to pay all taxes due at time of close. Taxes and recording fees are outside of the purchase price of the
426 property.
427 Buyer to pay all recording fees.
428 Sale of property includes title to mobile home located on property.
429 _____
430 _____
431 _____

432 **22. Offer and Acceptance:** Buyer offers to purchase the Property on the above terms and conditions. Unless this
433* Contract is signed by Seller and a copy delivered to Buyer no later than _____ a.m. p.m. on
434* _____, this offer will be revoked and Buyer's deposit(s) refunded subject to Collection of funds.
435* Buyer received a written real property disclosure statement from Seller before making this offer.

436 **23. Counter Offer; Rejection:**
437* Seller counters Buyer's offer. (To accept the counter offer, Buyer must sign or initial the counter offered terms
438 and deliver a copy of the acceptance to Seller.) Unless otherwise stated, the time for acceptance of any counter
439 offer will be 2 days after the date the counter offer is delivered.
440* Seller rejects Buyer's offer.

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

443* **Buyer:** Joseph B Klasky Date: 02/05/2019
444* **Print name:** JOSEPH B KLASKY

445* **Buyer:** _____ Date: _____
446* **Print name:** _____

447 **Buyer's address for purpose of notice:**
448* **Address:** _____
449* **Phone:** _____ **Fax:** _____ **Email:** _____

450* **Seller:** Carolyn F. Smith Date: 02/05/2019
451* **Print name:** Carolyn F. Smith

452* **Seller:** _____ Date: _____
453* **Print name:** _____

454 **Seller's address for purpose of notice:**
455* **Address:** _____
456* **Phone:** _____ **Fax:** _____ **Email:** _____

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

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Board of Trustees Meeting Agenda Memo

Date: February 26, 2019

Title: **Over 60 Softball Association Agreement Amendment**

Section & Item: 9B

Department: Property Services: Recreation

Fiscal Impact: N/A

Contact: Brian Belanger, O60SA Treasurer; John W. Coffey, ICMA-CM, Community Manager; Cliff Repperger, General Counsel

Attachments: Agreement and email from Mr. Belanger requesting the amendment to the agreement.

Reviewed by
General Counsel: Yes

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



Requested Action by BOT

Approval of requested amendment to the Over 60 Softball Association (O60SA) agreement with BBRD.

Background and Summary Information

On February 01, 2019, Brian Belanger, Treasurer for the O60SA, requested the BOT consider an amendment to the agreement between the O60SA and BBRD to change the payee for the monthly invoice from the O60SA to a specific individual. Per General Counsel Repperger, *"an amendment to Paragraph 6 of the Agreement to the Board for consideration. The amendment would read, "In consideration for the services set forth in paragraph 1 of this Agreement, BBRD shall monthly pay to the LEAGUE or the LEAGUE's designee a sum not to exceed \$728.00 for services performed beginning July 1, 2016 (nunc pro tunc) upon the submittal of an invoice to the Finance Office of the BBRD." Then the League can just provide formal notice of its designee to us."*

Staff recommends the BOT approve the proposed amendment to the BBRD-O60SA agreement and authorize Chairman Klosky to sign the required form once drafted by General Counsel Repperger.

**AMENDED AGREEMENT FOR MAINTENANCE OF
SOFTBALL FIELD RECREATION FACILITIES**

This Agreement, made and entered into on this ____ day of _____, 2016, by and between the BAREFOOT BAY RECREATION DISTRICT, a mobile home park recreation district organized under the laws of the State of Florida (herein called "BBRD") and the OVER SIXTY SOFTBALL LEAGUE (hereinafter called the "LEAGUE"):

WHEREAS, BBRD owns a certain park parcel, located in the Barefoot Bay Recreation District of Brevard County, Florida, described as:

Area designated "Park" in Barefoot Bay Mobile Home Subdivision, Unit 2, Part 10, according to the plat thereof, as recorded in Plat Book 22, Page 111, Public Records of Brevard County, Florida. This parcel is also described as: Park, "Tract EE" as described in Replat of Park Areas in Barefoot Bay Mobile Home Subdivision, Unit Two, Part Ten, according to the plat hereof as recorded in Plat Book 26, Page 5, of the Public Records of Brevard County, Florida; and.

WHEREAS, BBRD owns a certain parcel adjacent to the above described property located in the Barefoot Bay Recreation District of Brevard County, Florida, described as:

Lot 64, Block 137, Barefoot Bay, Unit Two, Part Ten, according to the plat thereof, as recorded in Plat Book 22, Page 105, of the Public Records of Brevard County, Florida; and,

WHEREAS, both of the above described parcels shall be collectively referred to as the "park parcel;" and,

WHEREAS, the said park parcel has been improved by the construction and installation of a recreational softball field and restroom facilities which require continuing maintenance; and.

WHEREAS, the LEAGUE utilizes the said facilities on a regular basis for its activities; and.

WHEREAS, the LEAGUE is willing to provide for maintenance of the improvements on the above-described parcel in order to facilitate and promote the activities of the League; and.

WHEREAS, BBRD and the LEAGUE have previously entered into a written agreement regarding the LEAGUE's maintenance of the park parcel and facilities which was most-recently amended on January 28, 2016; and,

WHEREAS, BBRD and the LEAGUE wish to ~~enter into a further amend the~~ written agreement pursuant to which the LEAGUE ~~shall~~ provides ~~such~~ maintenance services.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. The LEAGUE shall provide maintenance of the grounds comprising the Softball Field, restrooms, storage areas, bleachers and parking on the above-described park parcel. Such

maintenance shall include, but are not limited to, grounds preparation (with materials such as clay and sand), labor and services (such as nail dragging, mowing, edging, tree trimming, removal of debris, weed control, and painting needs) to have a safe and playable surface. All areas of the park parcel from the playing field (starting at the playing field fence line) south to the Wren Circle right-of-way shall be maintained by the LEAGUE with a push mower. The LEAGUE shall be solely responsible to provide the push mower used for all areas required to be maintained with a push mower, and BBRD shall have no obligation to provide any push mower equipment.

Maintenance (via weed wacker) shall be provided by the LEAGUE to all areas of the park parcel that cannot be maintained by BBRD's landscape contractor.

The LEAGUE shall annually provide a list of specific scope of services being performed on the park parcel to the Community Manager for review and approval. To the extent that any dispute should arise between the League and the Community Manager as to the scope of services provided by the LEAGUE on the park parcel, said dispute shall be brought to the BBRD Board of Trustees to clarify the specific scope of services that shall be provided under this Agreement.

2. The LEAGUE shall annually provide BBRD documentation of liability insurance which shall be of an amount and scope that is acceptable to BBRD. BBRD shall be listed as a certificate holder on the policy.

3. Any claim arising out of the maintenance or condition of the fields shall be the sole responsibility of the LEAGUE. The LEAGUE shall indemnify and hold harmless BBRD and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the LEAGUE, or anyone directly or indirectly employed by the LEAGUE, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, the LEAGUE agrees to pay, on behalf of the BBRD, the cost of BBRD's legal defense as may be selected by BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge that specific consideration has been exchanged for this provision

4. All material and supplies needed shall be ordered by the LEAGUE through BBRD Purchasing.

5. The services and materials to be furnished by the LEAGUE in accordance with this agreement shall expressly exclude repairs to the restroom facilities, as well as fertilizer and weed control. These items shall be and remain the responsibility of BBRD.

6. In consideration for the services set for the in paragraph 1 of this Agreement, BBRD shall monthly pay to the LEAGUE a sum not to exceed ~~\$688.00~~728.00 for services performed

beginning ~~October~~July 1, 201~~6~~4 (nunc pro tunc) upon the submittal of an invoice to the Finance Office of the BBRD.

7. The BBRD and the LEAGUE mutually agree that given the amended scope of services described in Paragraph 1 herein and the amended monthly pay amount provided in Paragraph 6 herein, the Agreement for Kubota Engine Repair Repayment Schedule is hereby deemed terminated effective July 1, 2016 (nunc pro tunc) and the neither party shall have any obligations or responsibilities pursuant to said agreement other than those had by the parties during the effective dates of the agreement.

8. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes and replaces any and all prior agreements or undertakings between the parties pertaining to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below.

JOSEPH KLOSKY,
Chairman, BBRD
Date: _____

Print Name: _____
President, Over Sixty Softball
League
Date: _____

John Coffey

From: Dawn Myers
Sent: Friday, February 01, 2019 2:31 PM
To: John Coffey
Subject: FW: Agenda Item For January 26 2019

From: Ross <sunpalms2@aol.com>
Sent: Friday, February 1, 2019 2:28 PM
To: dawnmyers@bbrd.org
Subject: Agenda Item For January 26 2019

With this email it is requested that "Over 60 Softball" be put on the agenda for Feb 26, 2019 for following reasons (1) W-9 request for taxpayer ID number change (2) Softball Maintenance Agreement signing. Thank You Brian Belanger Treasurer

Board of Trustees Meeting Agenda Memo

Date: February 26, 2019
Title: **Building A Renovation Request for Proposal Announcement**
Section & Item: 9C
Department: R&M/Capital
Fiscal Impact: Budget of \$475,823
Contact: Matt Goetz, Property Services Manager;
John W. Coffey, ICMA-CM, Community Manager
Attachments: Draft RFP, excerpt from Policy Manual
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Selection of a Trustee to serve as a voting member of the RFP committee.

Background and Summary Information

The FY20-24 Five-year Financial Model and Capital Improvement Program's FY19 Year-end Estimate contains the following projects and estimated costs totaling \$475,823:

\$159,500 Upgrade Electrical Infrastructure in Building A
\$110,000 Building A Heating, Ventilation and Air Conditioning (HVAC) Replacement/Upgrade
\$206,323 Building A Kitchen Expansion

Specific information regarding each project is listed below as excerpted from the FY20-24 Five-year Financial Model and Capital Improvement Plan Narrative Supplement.

Upgrade Electrical Infrastructure in Building A

FY19 \$159,500 funded project. Originally planned as a three-year funded project (FY16, 17 & 18) and scheduled for completion in FY18, the project was deferred to allow the New Administration Building project to commence one year sooner than planned. Additionally, last year the BOT moved the project to the now defunct 2018 Bond Projects Fund. Compounding the complexity of the project is that staff inadvertently rolled forward the balance of the project budget from FY18 into FY19 within the General Fund. Hence, the FY19 Budget shows the balance of the original budget of \$146,475 while the year-end estimate reflects the updated cost estimate received from BBRD's engineers last year. Of note, it is recommended that this project and the Building A HVAC Replacement/Upgrade project be accomplished at the same time to ensure compatibility. Funding for this project is now available due to the BOT abandoning long-term financing plans for FY19.

Building A Heating, Ventilation and Air Conditioning (HVAC) Replacement/Upgrade

FY19 \$110,000 funded project. This project was budgeted last year in the 2018 Bond Projects Fund and is now back in the General Fund (although zero budget is shown as no formal action has yet been taken by the BOT to add this project to the current budget). Of note, it is recommended that this project and the Upgrade Electrical Infrastructure in Building A project be accomplished at the same time to ensure compatibility. Funding for this project is now available due to the BOT abandoning long-term financing plans for FY19.

Building A Kitchen Expansion

FY19 estimated \$206,323 funded project. This shovel ready project was budgeted last year in the 2018 Bond Projects Fund and is now back in the General Fund and is recommended for execution in the summer of 2019. Construction plans (that expand the footprint of the building) are complete and were funded in prior years. Of note, it is recommended that this project, the Upgrade Electrical Infrastructure in Building A project and the Building A HVAC Replacement/ Upgrade project be accomplished at the same time to ensure compatibility. Funding for this project is now available due to the BOT abandoning long-term financing plans for FY19.

Staff recommends these three projects be combined into one project which will be released as a single request for proposal. The Policy Manual requires a request for proposal (RFP) process be used for any project anticipated to cost over \$50,000. Additionally, the evaluation committee shall consist of three voting members (one Trustee, one employee from the user department and one non-employee resident as selected by the Community Manager) plus two non-voting members (Chairman of the BOT and the Community Manager).

The anticipated schedule is listed below.

Order	Task	Date (and Time if applicable)
1	Florida Today Advertisement	Feb. 26, 2019
2	Publication Date	Feb. 27, 2019
3	Advertisement	Feb. 27, 2019 through Mar. 29, 2019
4	Mandatory Pre-Submittal Site Inspection Meeting	Mar. 12, 2019 (1pm) at Bldg. A, 625 Barefoot Blvd., Barefoot Bay, FL 32976
5	Deadline for Written Questions	Mar. 22, 2019, 4:30pm
6	Responses/Addendum Issued	Feb. 28, 2019 through Mar. 22, 2019
7	Submission Deadline (RFP close date)	Mar. 28, 2019, 4:30pm
8	RFP Opening Date and initial review	Mar. 29, 2019, Bldg. C at 9am
9	Evaluation Comm. Mtg. (Discussion & Review, interviews if needed, otherwise vote to recommend award to Board of Trustees)	Apr. 11, 2019, Bldg. D/E at 9am
10	Board of Trustees meeting for Contract Award	Apr. 23, 2019, Bldg. D/E at 7pm

Weighted criteria to be used by the evaluation committee to select a recommended vendor shall be as follows:

- Experience and References: 30%
- Start Date and Number of Days of Project: 20%
- Cost Proposal: 50%

The attached draft RFP does contain a \$250 per day liquidated damages clause that the BOT may want to consider removing. Although very popular among BBRD residents, liquidated damages clauses can decrease the number of proposals submitted by vendors (especially during booming economic times such as we are in right now). Such a clause was included in the Building C Exterior Renovations RFP (zero proposals were received).

Hence, the BOT needs to select one Trustee to serve as a voting member. Afterwards, the Community Manager will announce the 5 persons who will serve on the RFP evaluation committee and the start and end dates for the RFP.



REQUEST FOR PROPOSAL #2019-02 Building A Renovations

Barefoot Bay Recreation District
Office of the District Clerk
625 Barefoot Blvd.
Barefoot Bay, FL 32976

ISSUE DATE: 02/27/2019

**PROPOSALS TO BE RECEIVED NO LATER THAN
4:30 PM ON THURSDAY, 03/28/2019**

CONTACT: Dawn Myers
PHONE NUMBER: 772.664.3141
FAX: 772.664.1928
E-MAIL: dawnmyers@bbrd.org

**PROPOSALS WILL BE OPENED AT 9:00AM ON
FRIDAY, 03/29/2019**

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SECTION I

INTRODUCTION

Barefoot Bay Recreation District (hereinafter referred to as "BBRD") is requesting sealed Proposals for **"RFP No. 2019-02, Building A Renovations."**

PROPOSALS DUE DATE & TIME: Thursday, March 28, 2019 AT 4:30 P.M. Proposals package shall be mailed or hand-delivered to the Office of the District Clerk, located at the Administration Building, 625 Barefoot Blvd., Barefoot Bay, Florida 32976. Proposals are to be received NO LATER THAN 4:30 P.M. after which time receipt will officially be closed. Proposals received after the specified time and date will not be accepted. BBRD will not be responsible for mail delays, late or incorrect deliveries. The time/date written on the package by staff in the Administration Building will be the official authority for determining late Proposals.

NOTE: Proposals will not be opened on the same date and time as identified above. The Proposals opening will be conducted by the Evaluation Committee in public at 9am on, Friday, March 29, 2019. The location of the opening will be Building C, 625 Barefoot Blvd., Barefoot Bay, FL 32976 (subject to change).

All Proposals must be executed and submitted in a single sealed package. Proposer shall mark Proposals package, **"RFP No. 2019-02, Building A Renovations"**. Responder's name and return address should be clearly identified on the outside of the package.

Proposer shall submit one complete set with all supporting documentation:

Proposals submitted by facsimile (fax) or electronically via e-mail will NOT be accepted. Submittal of Proposals in response to this Request for Proposals constitutes an offer by the Proposer. Proposals, which do not comply with these requirements, may be rejected at the option of BBRD. It is the Proposer's responsibility to ensure that submittals are in accordance with all addendums issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements.

A required pre-submittal site inspection meeting will be held at 1pm on Friday, March 15, 2019 at Building A, 625 Barefoot Blvd., Barefoot Bay, FL 32976. This pre-submittal meeting will allow the proposer the opportunity to inspect the work site and bring forward any questions concerning this RFP. Matt Goetz, Property Services Manager, will be available to answer any questions about the site.

For information concerning procedure for responding to this Request for Proposals (RFP), contact Dawn Myers, District Clerk, at 772.664.3141. Such contact should be for clarification purposes only. Material changes, if any, to the Scope of Services, Proposals or procedures will only be transmitted by written addendum as posted on www.demandstar.com and on www.bbrd.org.

Questions, outside of the pre-bid site inspection meeting, about the meaning or intent of the RFP shall be submitted in writing and directed to The Office of the District Clerk, 625 Barefoot Blvd., Barefoot Bay, FL 32976, Attention: Dawn Myers, District Clerk. Questions may also be e-mailed to dawnmyers@bbird.org. Questions received less than seven (7) calendar days prior to the date for opening of the Proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Proposers in submitting their Proposals.

STANDARD TERMS & CONDITIONS AND INSURANCE REQUIREMENTS

Proposers are responsible for reviewing BBRD's terms and conditions of RFPs within the BBRD Policy Manual available at <http://bbird.org/resident-relations/> (click on "BBRD Policy Manual rev October 2018"), on pages 17-20.

SPECIFIC CONTRACTUAL LANGUAGE THE PROPOSER WILL BE BOUND BY IF AWARDED CONTRACT FOR SERVICES

The following is an excerpt of the Barefoot Bay Recreation District (BBRD) and not meant to be viewed as the only contractual language to be included in a final contract between BBRD and the successful Proposer.

- **Relationship of Parties/Insurance.** *The parties hereby agree and intend that the relationship of Contractor to BBRD is that of an independent contractor. Contractor shall provide a copy of Contractor's Certificate of Liability, Workers Compensation, and Auto Insurance listing Barefoot Bay Recreation District as an additional insured in regard to Liability Insurance.*
- **Indemnity.** *The Contractor shall indemnify and hold harmless BBRD and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Contractor agrees to pay, on behalf of the BBRD, the cost of BBRD's legal defense as may be selected by BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge that specific consideration has been exchanged for this provision*
- **Control of Work.** *Contractor shall have sole control of the manner and means of performing the Services described in Paragraph 2 herein, and shall complete said Services by Contractor's own means and methods of work. Nothing in this Agreement will allow BBRD to exercise control or direction over the manner, means, or method by which Contractor provides the Services under this Agreement. Although Contractor*

- shall control the method of performing services as provided herein, Contractor shall perform all work in a timely manner. Contractor shall permit BBRD personnel unlimited access to worksite to inspect quality of work and materials being used.*
- **Warranty.** Contractor provides the following warranties:
 - *Materials:*
 - *TBD*
 - *Workmanship of installation:*
 - *TBD*
 - **Waiver.** *No waiver is enforceable unless in writing and signed by such waiving party, and any waiver shall not be construed as a waiver by any other party or as a waiver of any other or subsequent breach.*
 - **Amendments.** *This Agreement may not be amended or modified unless by the mutual consent of all of the parties hereto in writing. All amendments or modifications shall be attached to this Agreement and made a part thereof.*
 - **Indemnification:** *Contractor shall indemnify and hold harmless BBRD and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of Contractor, or anyone directly or indirectly employed by Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Contractor agrees to pay, on behalf of the BBRD, the cost of BBRD's legal defense as may be selected by BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided.*
 - *BBRD shall indemnify and hold harmless Contractor and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of BBRD, or anyone directly or indirectly employed by BBRD, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, BBRD agrees to pay, on behalf of Contractor, the cost of Contractor's legal defense as may be selected by Contractor for all claims described in this paragraph. Such payment on behalf of Contractor shall be in addition to any and all legal remedies available to Contractor and shall not be considered to be Contractor's exclusive remedy. BBRD agrees that in no event shall Contractor be liable for any consequential, incidental, indirect, exemplary or special damages, whether in contract or in tort, in any action, in connection with any goods or services provided by Contractor. The parties acknowledge that specific consideration has been exchanged for this provision. This section shall survive the termination of this agreement.*

- **Public Records.** *All documents, maps, drawings, data and worksheets maintained by Contractor for BBRD under this Agreement shall be deemed public records pursuant to Chapter 119, Florida Statutes and shall be maintained as public records by Contractor. Upon request from the BBRD public records custodian, provide BBRD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowable under Florida Law. Contractor agrees to ensure that public records that are confidential and exempt from disclosure are not disclosed except as authorized by law. Contractor agrees that upon termination of this Agreement, all proprietary interest of BBRD in its business assets, tangible or intangible, including records, files, lists and information which Contractor deals with or develops during the course of this Agreement shall remain the sole and exclusive property of BBRD, and in no event shall Contractor acquire any interest therein. Contractor agrees that in the event of termination of this Agreement, Contractor shall promptly return at no cost to BBRD all public records documents, forms, contracts, lists and completed work or work in progress relating to the affairs of BBRD and any personal property of BBRD in Contractor's possession at the time of termination. Notwithstanding the foregoing, and in lieu of transferring public records back to BBRD at the termination of this Agreement, the Auditor may keep and maintain public records in accordance with Florida Law at the time of termination of this Agreement. Upon the transfer of public records from Auditor to BBRD at the time of termination of this Agreement, as provided for herein, duplicate public records that are exempt or confidential shall be destroyed by Auditor at the time of termination. If Auditor keeps and maintains public records upon termination of this agreement, the contractor shall meet all applicable state statutory requirements for retaining public records. Public records maintained by Auditor in an electronic format, shall be provided to BBRD in a format that is compatible with the information technology systems of BBRD at the time of termination. All title to supplies, records of any type whatsoever, equipment and furnishings shall remain the sole property of BBRD.*
 - **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772.664.3141, DawnMyers@bbrd.org, BAREFOOT BAY RECREATION DISTRICT, 625 BAREFOOT BOULEVARD, BAREFOOT BAY, FL 32976**
- **Governing Law, Venue, and Attorney's Fees.** *This Agreement shall be governed by the laws of the State of Florida. Any action or legal proceedings to enforce this Agreement or any of its terms, or for indemnification, shall be exclusively brought and prosecuted in an appropriate court of jurisdiction in and for Brevard County, Florida, and the parties to this Agreement consent to the personal jurisdiction and venue of such courts and to the service of process by any manner provided by Florida law. In the event that any legal or equitable action is brought by either party to enforce the terms of this Agreement and/or regarding any work performed pursuant this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing such action.*
- **Assignment and Binding Effect.** *The rights and obligations of the Contractor under this Agreement are personal. This Agreement may not be assigned or transferred in whole, or in part, by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure for the benefit of the parties hereto and their respective heirs and permitted successors and/or assigns.*
- **Severability.** *This Agreement shall be construed to be valid and enforceable to the fullest extent allowed by applicable law. The invalidity or unenforceability of any term,*

sentence, or provision of this Agreement shall not affect the validity or enforceability of any other term, sentence or provision of this Agreement, which shall remain in full force and effect.

- **Consents and Authorizations.** *By the execution of this Agreement, each party acknowledges and agrees that each such party has the full right, power, legal capacity and authority to enter into this Agreement, and the same constitutes the valid and legally binding agreement of each such party in accordance with the terms, conditions and other provisions contained herein.*

SECTION II

SCOPE OF WORK

A summary of desired work is provided below. Electronic copies of assessment studies and/or construction drawings are provided as Exhibits A, B & C. The successful proposer will be responsible to obtain any additional engineering work necessary to obtain building permits for the project. Likewise, it is the responsibility of the proposer to identify all needed work and include said information and costs within his/her proposal.

- Upgrade Electrical Infrastructure in Building A (see Exhibit A for assessment of need)
 - Excluding one panelboard upgrade and transformer upgrade (shown as strike through in Exhibit A) that was previously accomplished.
- Building A Heating, Ventilation and Air Conditioning (HVAC) Replacement/Upgrade (see Exhibit B for assessment of need)
- Building A Kitchen Expansion (see Exhibit C for electronic copy of construction plans)
 - Excluding items marked on the files labeled Exhibit C

SECTION III

REQUEST FOR PROPOSALS TIMELINE

The anticipated schedule for this RFP is as follows:

Order	Task	Date (and Time if applicable)
1	Florida Today Advertisement	Feb. 26, 2019
2	Publication Date	Feb. 27, 2019
3	Advertisement	Feb. 27, 2019 through Mar. 29, 2019
4	Mandatory Pre-Submittal Site Inspection Meeting	Mar. 12, 2019 (1pm) at Bldg. A, 625 Barefoot Blvd., Barefoot Bay, FL 32976
5	Deadline for Written Questions	Mar. 22, 2019, 4:30pm
6	Responses/Addendum Issued	Feb. 28, 2019 through Mar. 22, 2019
7	Submission Deadline (RFP close date)	Mar. 28, 2019, 4:30pm
8	RFP Opening Date and initial review	Mar. 29, 2019, Bldg. C at 9am
9	Evaluation Comm. Mtg. (Discussion & Review, interviews if needed, otherwise vote to recommend award to Board of Trustees)	Apr. 11, 2019, Bldg. D/E at 9am
10	Board of Trustees meeting for Contract Award	Apr. 23, 2019, Bldg. D/E at 7pm

SELECTION PROCESS

An Evaluation Committee, identified by the Community Manager prior to issuance of the RFP, shall review all responses to the RFP. The Board of Trustees shall be advised of the membership of the committee at the time of the issuance of the RFP.

Members of the Evaluation Committee shall consist of at least one (1) user department representative, one (1) Board member, and one (1) third-party non-employee resident chosen at the discretion of the Community Manager. The Community Manager and Board of Trustees Chairman shall serve on the committee as non-voting members.

The Evaluation Committee meetings are subject to Florida's Sunshine Law; and therefore, public notice of the intended meeting of the committee must be posted in advance to allow for the provision of any special accommodation needs of any attendees. Evaluation Committee members should not conduct, with another voting committee member, any discussion related to the proposals received except during public meetings. A memorandum explaining the evaluation process and committee member responsibilities will be provided to each committee member prior to any meeting.

Oral Interviews (If Requested)

BBRD may choose to conduct oral interviews with one or more of the Proposers. If BBRD chooses to allow oral interviews, such interviews will be open to the public. If oral interviews are held the following guidelines will be used.

- BBRD's Office of the District Clerk will advertise the meeting place, date and time at least seven (7) calendar days in advance. The specific format of the interviews will be established by the evaluation committee and will be provided to Proposers with the notifications.
- BBRD will allot equal time per each Proposer, divided into three sequential parts: formal

presentations, questions and answers and discussion by Evaluation Committee.

Evaluation Committee Final Ranking and Recommendation to the Board of Trustees

After the interviews are completed, the Evaluation Committee will re-score all Proposals to determine a final ranking of Proposers considered most capable of performing the required service in the best interest of BBRD.

Board of Trustees Award of Final Contract

Staff anticipates on April 23, 2019 or at a later meeting, the Board of Trustees will consider an agenda item regarding the award of a contract. Once the BOT awards a contract, a formal contract will be drafted by BBRD for signatures of the BOT Chairman and representative of the successful Proposer.

EVALUATION PROCESS

All proposals will be subject to a review and evaluation process. It is the intent of BBRD that all Proposers responding to this RFP will be ranked in accordance with the criteria established in these documents. BBRD will consider all responsive and responsible submittals received in its evaluation and award process. Incomplete proposals may be disqualified by the Evaluation Committee.

Submittals shall include all the information solicited in this RFP and any additional data that the Proposer deems pertinent to the understanding and evaluation of the Proposals. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each submittal will be ranked based on the criteria herein addressed.

An adjective-based scoring system shall be applied to the non-price factors throughout the evaluation process for the evaluation of the written responses and the interviews (if requested). A score of 0 is the least favorable and a score of 10 is the most favorable in all sections.

The Proposer's response will be scored by Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsive to the requirement.
- 1-3 = Below Minimum Standards: Responsive to the requirement but below acceptable standards.
- 4-6 = Marginal: Minimal acceptable performance standards and responsive to the requirement.
- 7-8 = Satisfactory: Above minimum performance, effective and responsive to the requirement.
- 9-10 = Exceeds expectations for effectiveness and responsiveness to the requirement.

NOTE: The Committee member's score will be multiplied by the "weighted value" assigned to the different sections listed under Criteria equals the total score for that section. (EXAMPLE: ranking score of 8 multiplied by weight of 30% equals 2.4 points).

Proposals will be evaluated by the Evaluation Committee and scored based on the criteria on the following page.

Waiver of Irregularities:

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

Proposer Complaints & Disputes (Protests):

Barefoot Bay Recreation District encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the procedures can be found on page 20 of the Policy Manual located at <http://bbrd.org/resident-relations/> (click on “BBRD Policy Manual rev October 2018”).

CRITERIA

Proposals shall be evaluated based on the following information. Proposers may use the last three pages of this RFP for their submittal or they may provide the information in a different format. Proposals lacking all desired information may be disqualified by the RFP committee.

Experience and References: (30% X ___ ranking = maximum _____ points)

- a) Number of years company has worked in Brevard County
- b) A listing of sub-contractors (name, address and contact number) who will work on the project
- c) A listing of comparable client references that are applicable to scope of work outlined in this RFP, (i.e., client name, address, telephone number, contact person, description and size of project and contract amount).
- d) If firm is currently, or has previously provided services for BBRD, please provide an itemized list of these projects to include contact person, type of work provided and contract amount.

Start Date and Number of Days of Project (20% X ___ ranking = maximum _____ points)

Due to the seasonal nature of BBRD, as early a construction start date as possible is desired. Preference will be given to proposals with the earliest start dates and to the shortest number of days of work. The contract will include liquidated damages of \$250 per day past the number of days stated in the contract. Additional time may be granted if circumstances outside the control of the contractor occur.

Cost Proposal: (50% X ___ ranking = maximum _____ points)

Cost proposal shall be segregated per the 3 elements of Section II (Scope of Work) and each element shall be broken out by type of work with unit costs, amount of and brand name of materials to be used. The AIA schedule of values document (see Exhibit D for sample) shall be submitted with the proposal as the primary means of the listing of unit costs, amount of and brand name of materials to be used. Proposers may submit an additional cost summary document, but proposers not submitting a detailed AIA schedule of values cost proposal will be disqualified.

Warranty information shall be included under the “comments” sections where appropriate.

Options shall be listed separately below the total price and shall reference which number item it is replacing.

SECTION IV

**REQUEST FOR PROPOSAL #2019-02
Building A Renovations**

Contact Information

Company Name: _____
Address: _____
Point of Contact (name): _____
Telephone Number: _____
E-mail address: _____
Person authorized to submit proposal (name and title): _____
Signature of person listed immediately above: _____
Date: _____

Experience and References

Number of years company has worked in Brevard County: _____
Sub-contactors to be used on project (name, address, telephone number):

References (name of project, company name, address, telephone number):

Prior work for Barefoot Bay Recreation District:

Anticipated start Date and number of days of the project

Permit application date: _____
Date of commencement of work: _____
Number of work days (excluding weekends): _____

Exhibit A
Barefoot Bay Recreation District Policy Manual
PUBLIC RECORDS REQUEST POLICY

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

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

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

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

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

Automobile Liability Insurance:

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

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

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

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

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

Hiring or Use of Employment Service Workers-Temporary Employees

The contract for services or use of an Employment Agency for temporary employees, that can be funded through an existing departmental available budget, shall have the approval of the Community Manager. Any contract requiring a budget amendment to recognize additional monies for said use will be brought to the Board of Trustees for approval.³⁶

Exhibit A
Barefoot Bay Recreation District Policy Manual
PUBLIC RECORDS REQUEST POLICY

Purchase or Sale of Properties by BBRD Using Neighborhood Revitalization Program (NRP) Funding

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.

The Chairman of the NRP BOT Sub-Committee shall be authorized to sign any proposed contracts for sale of BBRD owned properties acquired through the NRP (as recommended by the Community Manager or designee). Once a property is under contract for sale, the transaction shall be placed on the next regularly scheduled BOT meeting agenda for confirmation.

Any proceeds from sale of properties acquired through the NRP shall be added back into the NRP expenditure account via a budget amendment at the next available meeting after receipt of proceeds for said sale.

Unacceptable Purchasing Practices

The following practices are prohibited:

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

2.14 FORMAL SEALED BIDS (FOR PURCHASES OF \$50,000 OR MORE)³⁷

Competitive Procurements Process For Formal Bids

Formal bids are written documents issued by the Department Heads, and approved by the Community Manager, inviting potential contractors to submit sealed, written pricing for specific goods or services in conformance with specifications, terms, conditions and other requirements described in the bid invitation documents. Formal bids shall be utilized to document procurements of goods and contractual services with an aggregate cost of \$50,000 or more.

Request for Proposals or Request for Qualifications (RFP's, RFQ's) are written documents issued by the Department Heads and approved by the Community Manager, inviting potential vendors to submit sealed proposals for specific professional services or goods in conformance with the scope of services, terms, conditions and other requirements described the RFP documents. RFP's are utilized for procurements of professional services or goods with an aggregate cost of \$50,000 or more. At the time of publication of the RFP/RFQ a copy shall be furnished to each member of the Board of Trustees.

RFQ's/RFP's for engineers/consultants will follow Sec. 287.055 F. S.

Request for Proposals/Qualifications. RFQ's/RFP's shall be publicly advertised as provided by law or otherwise.

Exhibit A
Barefoot Bay Recreation District Policy Manual
PUBLIC RECORDS REQUEST POLICY

Specific Procedures for Formal Sealed Bids/Quotes

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

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

Award of Bids

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

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

Waiver of Irregularities

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

Evaluation Committee

An evaluation Committee, identified by the Community Manager prior to issuance of the RFP or RFQ, shall review all responses to the RFP or RFQ. The Board shall be advised of the membership of the committee at the time of the issuance of the RFP or RFQ.³⁸

Members of the Evaluation Committee shall consist of at least one (1) user department representative, one (1) Board member, and one (1) third-party non-employee resident chosen at the discretion of the Community Manager. The Community Manager and Board Chairman shall serve on the committee as non-voting members.³⁹

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

Exhibit A
 Barefoot Bay Recreation District Policy Manual
PUBLIC RECORDS REQUEST POLICY

during public meetings. A memorandum explaining the evaluation process and committee member responsibilities will be provided to each committee member prior to any meeting.

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

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

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

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

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

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

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

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

Exhibit A
Barefoot Bay Recreation District Policy Manual
PUBLIC RECORDS REQUEST POLICY

If fewer than three sealed and qualified proposals are received by the Evaluation Committee, by a majority vote the Evaluation Committee may request the Community Manager to seek non-sealed bids for comparative analysis or forward their recommendation for award of contract or (in the case of a RFQ) their recommended ranking order for staff to negotiate a contract to the Board of Trustees for their consideration.⁴⁰

Vendor Complaints & Disputes (Protests)

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

1. *Posting of Bid/RFP Award Notices*

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

2. *Posting of Formal Sealed Proposals*

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

3. *Proceedings for Protest of Award*

Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Community Manager within five (5) business days of the posted award recommendation. The formal written protest shall reference the bid/quote/proposal number and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought. The Community Manager shall schedule the protest to be heard before the Board of Trustees prior to the Board's consideration of the intended award. The intended award vendor shall be given notice and an opportunity to be heard during the protest hearing. The Board of Trustees shall have the sole discretion to reverse any intended award on the basis of a protest; to require re-evaluation by the selection committee, or to take any other action as determined by the Board to be appropriate and responsive to the protest.

4. *Stay of Procurement During Protests*

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

PART THREE. GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

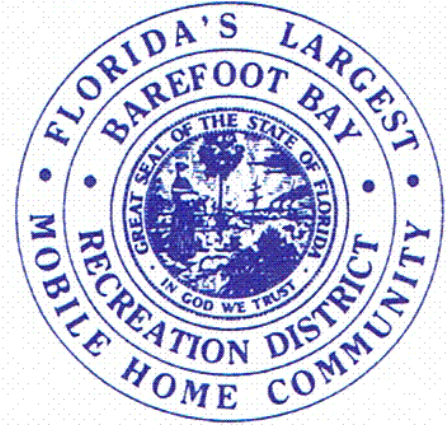
3.0 GENERAL

Definitions:

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

Board of Trustees Meeting Agenda Memo

Date: February 26, 2019
Title: **Florida Association of Special Districts Representative**
Section & Item: 9D
Department: Administration: Office of the District Clerk
Fiscal Impact: N/A
Contact: Dawn Myers, District Clerk; or John W. Coffey, ICMA-CM, Community Manager
Attachments: Email from 2018 BBRD's FASD Representative Ed Geier, BOT Meeting minutes from May 11, 2018
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Consideration of the re-appointment of Mr. Ed Geier as BBRD's representative to the Florida Association of Special Districts (FASD).

Background and Summary Information

On February 09, 2018, the BOT authorized staff to submit a membership application to FASD. One of the many benefits of an entity being a member of FASD is the continuing educational opportunities available to attendees of the quarterly meetings and annual conference. Last year, on May 11, 2018, the BOT appointed Mr. Ed Geier to the position of BBRD's representative to FASD. Mr. Geier and Community Manager Coffey attended the 2018 annual conference and one subsequent quarterly meeting.

An additional benefit of FASD membership is the Certified District Official (CDO) program that individual trustees can participate in resulting in a professional certification. Previously, this year, Chairman Klosky submitted his application to the CDO program and registered for the 2019 annual conference.

Per the attached e-mail Mr. Geier is willing to continue to serve as BBRD's representative to FASD.

Since Chairman Klosky has already registered for the CDO program, staff requests direction from the BOT whether it desires to have Mr. Geier continue as BBRD's representative to FASD.

John Coffey

From: None Done
Sent: Monday, February 04, 2019 10:09 AM
To: jcoffey@bbrd.org
Subject: Re: FASD Representative

If this board still wants me too represent Barefoot Bay. I would be happy to. If they feel it not necessary, that's understandable as well.

Ed Geier

[Sent from Yahoo Mail on Android](#)

On Mon, Feb 4, 2019 at 9:25 AM, John Coffey
<jcoffey@bbrd.org> wrote:

Ed,

Do you want to continue as the above? If yes, I will put it on the 26Feb19 BOT agenda for confirmation...please advise....

Sincerely,

John W. Coffey, ICMA-CM

Community Manager

Barefoot Bay Recreation District

625 Barefoot Blvd.

Barefoot Bay, FL 32976

Phone: 772.664.3141

Fax: 772.664.1928

PUBLIC RECORDS NOTICE: Barefoot Bay Recreation District (BBRD) is governed by the State of Florida public records law. This means that the information BBRD receives online including your e-mail address might be disclosed to any person making a public records request. If you have any question about the Florida public records law refer to Chapter 119 Florida Statutes. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



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



BAREFOOT BAY RECREATION DISTRICT

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 19th 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.



BAREFOOT BAY RECREATION DISTRICT

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 12th. 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.
- Financing of Projects Update
 - The following agenda items are scheduled for the May 22nd BOT meeting (based on the April 13th 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.

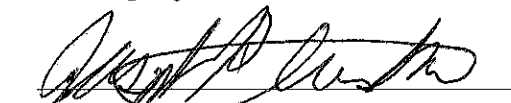
Mr. Lavier asked that everyone keep Ms. Sandy Lobello’s family in their thoughts.

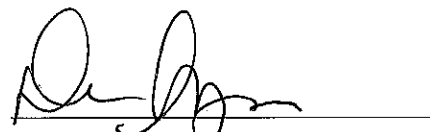
Adjournment

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.


Joseph Klosky, Secretary


Dawn Myers, District Clerk

Board of Trustees Meeting Agenda Memo

Date: February 26, 2019

Title: **Shopping Center Building 2, Unit 3 Renovations**

Section & Item: 9E

Department: Shopping Center

Fiscal Impact: Approximately \$1,500.00 demolition and disposal cost

Contact: Joseph Klosky, Chairman; Matt Goetz, Property Services Manager; Charles Henley, Finance Manager (responsible for management of leased spaces at the Shopping Center); John W. Coffey, ICMA-CM, Community Manager

Attachments: N/A

Reviewed by
General Counsel: N/A

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



Requested Action by BOT

Review of Chairman Klosky's proposal and direction to staff.

Background and Summary Information

On November 10, 2016, the BOT considered a request to lease Building 2, Unit 3 of the Shopping Center to Shaw Medical Group. The prospective tenant requested assistance to renovate the unit (new carpeting and cabinets costing approximately \$4,000), but the BOT only approved a lease offer with one-month free rent. Shaw Medical Group declined to sign the lease. The unit, which is currently configured as a doctor's office with a reception area, front counter, two restrooms, three examination rooms and one office, remained vacant until the BOT reached an agreement with Barefoot Bay Realty, Inc. to lease the unit. Unfortunately, the prospective tenant refused to sign the lease and the BOT later revoked the offer. The unit remains vacant.

In exploring all options for the CVO lease renewal, Chairman Klosky inspected the unit and is of the opinion that it would rent quicker if the interior walls (san restrooms) were removed and the unit marketed with an offer to work with the new leasee (in either direct work or free rent) to address the gaps in the ceiling grid, wall scars (where interior walls were removed) and new flooring. Property Services Department Manager Goetz estimates the demolition and disposal of the interior walls would cost approximately \$1,500.00 with the work being done by his staff as scheduling permits. The cost to address the demolition and build out for a new tenant is unknown due to the variability in uses and build out schemes.

An alternate course of action would be for the Facilities Planning Committee (if re-established) to research this issue and proffer a recommendation to the BOT.

Staff concurs with Chairman Klosky's opinion, and believes the demolition cost and time is a deterrent to prospective tenants who seek leased space for use other than a doctor's office.

Staff requests direction from the BOT regarding this matter.

Board of Trustees Meeting Agenda Memo

Date: February 26, 2019
Title: **Discussion of a Post Office at the Shopping Center**
Section & Item: 9F
Department: Shopping Center
Fiscal Impact: TBD
Contact: David Wheaton, Trustee; John W. Coffey, ICMA-CM, Community Manager
Attachments: N/A
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Review of Trustee Wheaton's proposal and direction to staff.

Background and Summary Information

Trustee Wheaton believes it is possible to obtain a satellite Post Office at the Shopping Center. Some reallocation of assigned/leased spaces at the Shopping Center and current Resident Relations Office would be required.

Staff requests direction from the BOT regarding this matter.

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, ICMA-CM, Community Manager
Date: February 26, 2019
Subject: Manager's Report

District Clerk

- **Web-based agenda process update** – Staff plans on implementing this new procedure for the March 8th agenda. Minor changes in formatting may be noticeable, but the overall appearance of the agenda should remain the same.

Finance Office

- FY19 Assessment Collection Update – \$3,013,274.37 (gross) or 81.1% of the FY19 Budget has been received as of February 11th (see attached for details)..

Resident Relations

- **ARCC Update**
 - February 19th meeting: 2 old business (1 approved and 1 tabled), 13 consent approved, 15 non-consent (13 approved, 1 tabled & 1 denied) and 1 other (extension) approved.
 - March 5th is the next meeting (CVO Office at 9am)
- **Violations Committee Update**
 - February 22nd meeting has 8 cases on the agenda.
 - March 8th is the next meeting.

Food & Beverage

- **19th Hole Furniture Update** – New chairs have been purchased for the 19th Hole (at the request of residents) to have chairs with no arms that are easier to move around. The existing chairs have been moved lakeside of the Lounge as they match the chairs located in that area.
- **Lakeside Furniture Update** – An additional ten tables have also been purchased and delivered to the lakeside area.
- **60/70's Show Update** – There are only a few tickets left for the 60/70s Show on March 9 in Building A (available at the Food & Beverage Office in Building A Monday through Friday 9:30am-5pm).

- **St. Paddy's Day Update** – Tickets are on sale now for the St. Paddy's day buffet on Saturday, March 16, 2019. Tickets may be purchased at the Lounge and the 19th Hole. A full day of activities is planned.

Flyers with all the details are posted.

Golf-Pro Shop

- Update will be provided at the meeting.

Property Services

- Continued soliciting vendors for projects
- Completed the irrigation system for the NAB
- Completed the landscaping for the NAB
- Setup and tore down for the Barefoot by the Lake Festival
 - Set up tents
 - set up lighting and generator
 - set up port-o-potties and trash receptacles
 - Prepared the grounds i.e. mowing weed whacking and raking out uneven turf
 - Addressed all maintenance issues during the festival
 - Tore down all the above and policed the grounds for trash
- Completed replacing old lumber on the dock
- Cleaned trash out of the canals

Attorney's Report

Incidental Remarks from Trustees

Adjournment