



**BAREFOOT BAY  
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting  
October 27, 2020 at 7:00 PM  
Building D&E

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Presentations and Proclamations**
  - A. Veterans Day Proclamation
- 5. Approval of Minutes**
  - A. Minutes dated October 9, 2020
- 6. Treasurer's Report**
  - A. Treasurer's Report
- 7. Audience Participation**
- 8. Unfinished Business**
  - A. Phased Re-Opening Discussion
  - B. Discussion of Implementing No Parking on Specific Common Areas
- 9. New Business**
  - A. Selection of a Qualified Elector to Fill the Unexpired Term of Trustee Compton
  - B. SDS Agreement Amendment: Management Analyst Position and Extension
  - C. Golf Course Irrigation Pumps Maintenance
  - D. Pool #2 Resurfacing
  - E. Open Meeting Preferences
  - F. Budget Review Presentation
- 10. Manager's Report**
  - A. October 27, 2020 Community 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.

Barefoot Bay Recreation District Regular Meeting

# *Barefoot Bay Recreational District*

## PROCLAMATION

**WHEREAS**, the World War I armistice was signed on the 11<sup>th</sup> hour of the 11<sup>th</sup> day of the 11<sup>th</sup> month in 1918; and

**WHEREAS**, President Dwight D. Eisenhower renamed Armistice Day to Veterans Day on October 8, 1954; and

**WHEREAS**, our country's veterans continue to serve their country and the cause of freedom by exemplifying the patriotism and love of country that has become the core fabric of our society; and

**WHEREAS**, it is proper to remember, recognize and honor current and past service to the United States of America by all veterans;

**NOW, BE IT RESOLVED**, by the Board of Trustees of Barefoot Bay Recreational District that Wednesday, November 11, 2020, is proclaimed

## VETERAN'S DAY

and the Board of Trustees encourages all residents to honor those who have served and who continue to serve the United States of America to preserve the principles of justice, freedom, democracy and liberty by participating in ceremonies planned within Barefoot Bay honoring our Veterans.

**PASSED AND ADOPTED** by the Board of Trustees of Barefoot Bay Recreational District this 11<sup>th</sup> of November 2020

**BOARD OF TRUSTEES  
BAREFOOT BAY RECREATIONAL DISTRICT  
BAREFOOT BAY, FLORIDA**

**BY:** \_\_\_\_\_  
Joseph Klosky, Chairman



# BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting (closed to the public)

October 9, 2020

1PM –Building D&E

## Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on October 9, 2020 Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 1PM.

## Pledge of Allegiance to the Flag

Led by Chairman Klosky.

## Roll Call

Mr. Coffey read Trustee Compton's resignation letter dated Wednesday, 10/7/2020.

Present: Mr. Klosky, Mr. Maino, Mr. Loveland, Ms. Henderson. Also, present, John W. Coffey, ICMA-CM, Community Manager, Cliff Repperger, General Counsel, Stephanie Brown, District Clerk, Rich Armington, Resident Relations Manager, Ernie Cruz, Golf Operations Manager, and Matt Goetz, Property Services Manager.

## Presentations and Proclamations

None

## Approval of Minutes

*Ms. Henderson made a motion to approve the minutes dated September 22, 2020. Second by Mr. Maino. Motion passed.*

## Treasurer's Report

*Mr. Maino made a motion to approve the Treasurer's Report for October 9, 2020 as read. Second by Ms. Henderson. Motion passed.*

## Audience Participation

Mr. Coffey commented that Mr. Schwatlow has not come into the office to address and questions or concerns regarding BBRD operations.

Mr. Coffey read part of 3 letters from Rich Schwatlow-636 Marlin Circle-who voiced his concern about BBRD following CDC suggestions regarding COVID-19 guidelines and the ramifications of the CPI on future budgets. He also had concerns about what questions are considered important to discuss during BOT meetings. Mr. Coffey stopped reading the second letter at the 3-minute mark per the 3-minute rule.

Elaine Van Berschot-1090 Parkway Lane-Expressed her gratitude to Trustee Compton.





# BAREFOOT BAY RECREATION DISTRICT

## Unfinished Business

### Phased Re-Opening Discussion

Mr. Coffey presented the phased re-open plan

Ms. Henderson asked questions about who enforces social distancing guidelines. Mr. Goetz responded that the Pool Hosts will encourage people to follow CDC guidelines but cannot enforce them. She also spoke in favor of moving forward with a modified version of Phase 3. Mr. Maino asked various questions about pool scheduling and asked Mr. Cruz if the tee time schedule changes worked. Mr. Cruz responded that groups now show up early and congregate. Mr. Maino spoke in favor of conditioned Phase 3 re-opening. Mr. Loveland commented that he would go with staff's re-opening recommendation. Mr. Klosky is not in favor of moving to the next phase of the re-opening plan.

*Mr. Maino made a motion to go with staff recommendation to move forward with a modified version of Phase 3 of the Re-opening Plan. Second by Ms. Henderson. Motion passed. 3-1. Mr. Klosky dissents.*

### Violations Committee Appointments

Staff recommends the BOT appoint Mr. Hurrol Brinker to the vacant voting member position for a 3-year term and two property owners to the vacant alternate positions for 3-year terms.

Mr. Loveland stated that he has received calls from residents voicing their concern on a person sitting on two boards/committees that are closely related.

*Mr. Maino made a motion to appoint Mr. Hurrol Brinker to the vacant voting member position for a 3-year term. Second by Ms. Henderson. Motion passed. Mr. Loveland abstained.*

*Ms. Henderson made a motion to appoint Vicki Sloss and John Vogt to the vacant alternate positions for 3-year terms. Second by Mr. Maino. Motion passed.*

## New Business

### Appeal of DOR Violation Related Charges by Owners of 421 Kumquat Drive

Staff recommends the BOT deny the appeal by Southern Land Development, LCC to overturn staff's decision to not waive all tall grass DOR violation related costs currently charges against the property.

Appeal was withdrawn.

### Golf Course Irrigation System Design Award of Contract

Staff recommends the BOT award contract to Aqua Turf International Consulting, Inc. in the amount of \$7,500.00 for design of a new irrigation system at the golf course and to instruct staff to include funding for this project in the November budget amendments.

*Ms. Henderson made a motion to award contract to Aqua Turf International Consulting, Inc. in the amount of \$7,500.00 for design of a new irrigation system at the golf course and to instruct staff to include funding for this project in the November budget amendments. Second by Mr. Maino. Motion passed.*



# BAREFOOT BAY RECREATION DISTRICT

## **Shopping Center Air Conditioning Replacement Award of Contract Confirmation**

The Community Manager recommends the BOT confirm the award of contract for the replacement of the dual air conditioning system at the Shopping Center to Next Generation Air & Heat, Inc. in the amount of \$12,166.00.

*Mr. Maino made a motion to confirm the award of contract for the replacement of the dual air conditioning system at the Shopping Center to Next Generation Air & Heat, Inc. in the amount of \$12,166.00. Second by Mr. Loveland. Motion passed.*

## **FY22 Budget Preparation Calendar**

Staff requests the BOT select possible openings for the various workshops and then adopt the FY22 Budget Preparation Calendar.

*Consensus of the BOT for Townhall Meeting to be held Thursday Jan 14<sup>th</sup> at 7pm. FY22 WDPB Workshops: Tuesday March 16<sup>th</sup>, Thursday March 25<sup>th</sup>, Tuesday May 4<sup>th</sup>, and Monday May 10<sup>th</sup>, all at 7pm in Building D/E.*

## **Manager's Report**

### Resident Relations

#### **ARCC Meeting 9/29/20**

- 13 Consent items – all approved
- 3 Other items – all approved

#### **Next ARCC Meeting**

- Scheduled for October 13th in Bldg. D/E at 9am

#### **Violations Committee Meeting 09/13/20**

- 10 Cases came into compliance prior to the meeting
- 3 DOR is working with the homeowner
- 11 Cases found in violation

#### **Violations Committee Meeting 10/09/20**

- 12 cases are on the agenda

#### **Next Violations Committee Meeting**

- Scheduled for October 23<sup>rd</sup> in Bldg. D/E at 10am



# BAREFOOT BAY RECREATION DISTRICT

## New Home Sales September

- 34 homes sold with 54 new homeowners received their badges

## Golf-Pro Shop

- FY21 Golf Membership sign up will begin October 1<sup>st</sup>
  - Information for sign up and new rates is now available at [www.barefootbaygolf.com](http://www.barefootbaygolf.com)
  - Sign up will be done by appointment beginning Oct 1st
  - Call golf course at 664-3174 with questions
- Pro Shop Sale
  - Ends Oct 16th (While supplies last)
  - Shirts, shorts, skorts 60% off
  - Accessories 10% off
- Golf Course hours will change effective November 1<sup>st</sup> (Daylight Saving Time ends)
  - 7 am – 5:30 pm
- Golf Course Closed for election day (all day)
  - November 3<sup>rd</sup>
- November 23<sup>RD</sup> & 24<sup>TH</sup> (Course OverseedING)
  - 23<sup>rd</sup> Back Nine and Putting Green Closed
  - 24<sup>th</sup> Front Nine and Driving Range Closed
  - The golf course is being sprayed with herbicides to kill weeds to prepare for annual overseed. Course will be turning yellow and brown

## Property Services

- Repaired burned underground wire near the miniature golf course
- Replaced 60 feet of the Gunther bypass trail with concrete
- Removed built up washout and replaced dirt and sod at the Gunther bypass
- Built an access ramp for the new shed at the garden club near West RV
- Trimmed trees at the beach property
- Replaced deteriorated pit door at Pool 2
- Vendor received and began the install of the new pool pit at Pool #2
- Pressure washed and set up the furniture for the outdoor lounge reopening
- Pressure washed graffiti off the walk bridge near the basketball courts
- Installed new A1A sign at the Beach (new strengthen version to resist vandalism)
- Repaired Building A parking lot light outage
- Replaced the main pump at Pool #3
- Dropped off and picked up animal trap requests
- Passed fire inspection at the Beach property
- Worked with Community Manager to develop FY21 R&M/Capital project schedule
- Continued to solicit for bids/quotes for various projects



# BAREFOOT BAY RECREATION DISTRICT

## Attorney's Report

Mr. Repperger explained how a Trustee vacancy works under the Charter and that the vacancy applies to the remainder of the term. Mr. Loveland recommended that Mr. Klosky complete the rest of Mr. Compton's term. Mr. Klosky asked about filling the trustee vacancy himself. Mr. Repperger responded that it is possible.

*Consensus of the Board accept letters of interest as soon as possible to fill the trustee vacancy at the next BOT meeting.*

Mr. Coffey stated that if anyone is appointed, they would start on the Nov 13<sup>th</sup> BOT Meeting.

Mr. Repperger gave an update on the Blissful Things case. Mr. Loveland asked for an update on the Stewart Lease Proposal. Mr. Repperger responded that he is waiting on an appraisal to move the Stewart lease proposal forward.

## Incidental Trustee Remarks

Mr. Loveland expressed is gratitude to Trustee Compton for his service.

Ms. Henderson reminded residents to put the correct amount of postage on their mail-in ballots. She also expressed her gratitude to Trustee Compton for his service.

Mr. Maino expressed his gratitude to Trustee Compton for his service. He asked staff to give a brief update on the current state of the BBRD budget for residents at the next meeting.

Mr. Klosky expressed his gratitude to Trustee Compton for his service. He also gave information on the Christmas Parade being held on December 6, 2020 at 5:30pm and Light up the Bay.

## Adjournment

The next meeting will be on October 27, 2020 at 7pm in Building D/E

Ms. Henderson made a motion to adjourn. Second by Mr. Maino. Mr. Klosky adjourned.

Meeting adjourned at 2:29pm

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Joseph Klosky, Chairman

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Stephanie Brown, District Clerk

# Barefoot Bay Recreation District

## Treasurer's Report

October 27, 2020

### Cash Balances in General Fund as of 10/19/20

Petty Cash **Total Petty Cash:** \$ 2,500.00

### Operating Cash in Banks

MB&T Operating Account 1,633,315.25

**Total Operating Accounts:** 1,633,315.25

### Interest Bearing Accounts

SBA Reserve Account 698,773.19

**Total Interest Bearing Accounts** 698,773.19

**Total Cash Balances in General Fund:** **\$ 2,334,588.44**

### Total Daily Deposits and Assessments Received for 10/1 - 10/19/20

Daily deposits: \$ 249,964.07

Assessments received: -

**Total Deposits Received** **\$ 249,964.07**

### Expenditures over \$5,000 for 10/1 - 10/19/20

Check Number	Vendor	Description	Check Amount
55993	ADS Security, L.P.	Annual Fire & Security Monitoring FYE 2021	18,952.26
56000	Online Solutions LLC	Annual Fee for Citizenserve 12/1/20-11/30/21	10,800.00
56002	Civic Plus	Annual Fee for Civic Clerk FYE2021	14,343.27
56007	Florida Municipal Insurance Trust	General Liability Liquor Liability FYE 2021	8,706.00
56009	Health First Health Plans Inc	Employee Health Insurance: 10/20	24,697.13
56012	Next Generation Air & Heat Inc.	AC Units for Shopping center	12,166.00
56017	Special District Services, Inc	Assessment Roll Preparation Fee 2021	5,000.00
56027	ABM Landscape & Turf Services	Golf Course & Ball Field Maint. - 10/2020	41,261.42
56058	Trane U.S. Inc	AC Equipment for Bldg A Renno	29,513.21
56082	Parkit Construction, Inc.	Pay Request #2 Bldg A Renno	29,075.75
56092	Health First Health Plans Inc	Employee Health Insurance: 11/20	24,407.01
	Paychex	Net Payroll - PPE 10/11/20	54,252.12
	United States Treasury	Payroll Taxes - PPE 10/11/20	15,742.82
<b>Total Expenditures over \$5,000</b>			<b>\$ 288,916.99</b>

## Board of Trustees

## Meeting Agenda Memo

Date: Tuesday, October 27, 2020  
Title: **Phased Re-Opening Discussion**  
Section & Item: 8.A  
Department: Administration, District Clerk  
Fiscal Impact: N/A  
Contact: John W. Coffey ICMA-CM, Community Manager  
Attachments: BBRD reopening timeline, Phase 3 Golf-Pro Shop Adjustments  
  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Assessment of current conditions and consideration of further re-openings based on the conditions-based re-opening timeline.

### Background and Summary Information

#### Friday, May 8, 2020

The BOT reviewed the proposed conditions-based re-opening timeline and reached a consensus to re-open the beach, keep the pools closed, and revisit this issue at each meeting going forward.

#### Tuesday, May 26, 2020

The BOT approved the remainder of Phase 1 re-opening effective June 8, 2020.

#### Friday, June 12, 2020

The BOT voted to move into Phase 2 with the following specific re-opening dates and conditions:

#### Monday, June 15th

- Pool #1 capacity will increase to 54 including staff
- Pool #3 capacity will increase to 27 people including staff

#### Wednesday, June 17th

- Group exercise programs will re-start at Pool #3
  - Lap swimmers 9-10am
  - Hydrotherapy 10:15-11:15am
  - Aquatic Exercise 11:30am-12:30pm

#### Friday, June 19th

- The Lounge will re-open with a capacity of 40 people including staff (hours of operations to be determined). Music, live entertainment, and street dances are still prohibited. Only prepackaged snack food will be available.

#### Monday, June 22nd

- Pool #1 Pavilion (capacity of 18) and Picnic areas (capacity of 29) will be open to use by reservation with the Calendar Coordinator
- The Administration Building will re-open to the public Monday through Thursday with an hour closure each day (Noon to 1pm) to clean and sanitize common areas
- Building D/E will re-open for residents' use (by reservations only) with a capacity of 35 people, including staff

Friday, June 26th

- The 19th Hole will re-open with a capacity of 34 people including staff. The kitchen will remain closed, however, a daily snack special and grab and go items will be available (hours of operations to be determined). Pasta Night continues to be suspended.

On Friday, June 26th the state suspended the operations of bars and night clubs, thereby closing BBRD's Lounge and 19th Hole indefinitely.

Friday, August 14th

- Consensus of the BOT to add Aqua Zumba exercise classes to Pool #3 starting on September 1, 2020.
- Trustee Henderson questioned if the Golf Course could go back to 8-minute tee times (from the current Phase 2 16-minute tee times). Staff will provide the BOT with a memo from Golf Operations Manager Cruz prior to the August 25th meeting summarizing the issues so the Trustees can consider how to proceed.

Tuesday, August 25th

The BOT discussed moving tee times from 16 minutes intervals to 12 minute intervals. Ultimately, no changes were made to the current modified Phase 2 re-opening practices.

On Thursday, September 10, 2020, the Florida Department of Business and Professional Regulation rescinded their closure of bars effective Monday, September 14, 2020 with a re-opening capacity of 50%.

On Friday, September 25, 2020, Governor DeSantis issued an executive order lifting all previous BBRD applicable COVID-19 related restrictions (excluding ability to have closed BOT meetings).

Tuesday, September 22nd

The BOT voted to move tee times from 16 minutes intervals to 12-minute intervals and move at least one group exercise class to Pool #1. Additionally, the BOT reached a consensus to adopt the Food & Beverage Department recommendation to re-open the Lounge with takeout window service.

Friday, October 9th

The BOT voted to accept staff's recommendation to transition to BBRD Phase 3 re-opening. A summary of the changes is provided below:

- Pools:
  - Pool 1 hours of operation are 9am-9pm Monday-Sunday.
  - Pool 3 hours of operation are 9am-6pm Monday-Sunday.
  - The pools will be disinfected throughout the day, however, there will be no pool closures for disinfecting during normal hours of operation.
- Golf-Pro Shop (details attached)
  - Resume two-players per golf cart, with option to ride alone if sufficient carts are available
  - Expansion of group sizes and resumption of previously suspended groups
  - Picnic tables replaced outside of the 19th Hole
- Food and Beverage
  - Lounge Hours of operation 2-9 p.m.
  - Capacity inside-60 (including staff)
  - Picnic area-59 (including staff)
- 19th Hole
  - Hours of operation 9am-7pm
  - Capacity-51 (including staff)
  - No seating on the porch

Underlying the choices is probability that the more open BBRD buildings and amenities become the more likely future COVID-19 exposures will be occur requiring temporary closures. The reader should note that under current BBRD Employee COVID-19 policies, all employees who are sent home for work related testing and/or who miss work for work related COVID-19 illnesses will be paid their scheduled hours. Therefore, the more COVID-19 exposures that occur, there will be a corresponding higher personnel cost to BBRD.

Staff will proffer a recommendation at the meeting based upon COVID-19 information available on October 27th.

The following information (in italic) was contained within the May 8, 2020 agenda memo.

*Due to the impact of the Coronavirus pandemic, Chairman Klosky and staff incrementally closed amenities and buildings starting on March 16th in accordance with state and federal guidelines and executive orders. Staff developed the attached conditions-based re-opening timeline that is based on the 3-phase re-opening guidance from the White House last month and being followed loosely by Governor DeSantis. Readers should infer any specific dates and should understand the proposed timeline is not meant to be rigidly implemented but was developed to provide a transparent means of the multi-steps staff will take in re-opening specific amenities and buildings.*

*The likelihood of subsequent spikes in infections in Florida and/or Brevard County may necessitate the temporary reversal of openings (i.e. restricting or closing specific amenities/buildings that were in one of the early phases of re-opening. Additionally, the public should not confuse BBRD phases with elements of phases identified by national, state or local leaders. While the four-phase proposal for BBRD is built upon the White House's three-phase proposal, the overwhelming number of residents who fall within the "vulnerable population" category requires a more cautious and graduated approach in re-opening to ensure maximum personal protection from the spread of the virus to staff and the public. Hence, staff developed the attached conditions-based timeline for re-openings in an attempt to provide maximum use of facilities while following guidelines to ensure the safety of residents, guests and staff.*

*Lastly, the reader should clearly understand that staff will not under any circumstances make the decision to re-open specific amenities/buildings without direct BOT approval in a public meeting. Most people understand the diverse range of opinions in BBRD regarding closures and re-opening and it is simply poor public policy for staff to make a decision (which will be poorly received by one side or the other in this issue) and then flood the individual Trustees with complaints and attend the next scheduled BOT meeting to seek a reversal of staff's actions. The BOT by pre-approving all re-openings will allow the public to participate in the initial decision-making process rather than seek to the BOT to later reverse a decision by staff.*



## A Conditions Based “Reopening BBRD” Timeline

The following BBRD re-opening timeline is conditions based. No specific dates are included or inferred. BBRD phases shall not occur before the corresponding State of Florida phase and may begin well after the similarly number State phase due to the demographical nature of BBRD residents. The following is meant to communicate the planned re-opening of BBRD facilities to the public. In the case of resurgence of coronavirus infections in Brevard County, closures and/or limitations of services/amenities will be in reverse order. Implementation of specific elements may be staggered depending upon conditions and staff. The Community Manager will not implement any of the phased openings without explicit BOT consent at a public meeting.

### Phase 1

- Assumes continuation of 6 feet social distancing in groups of 10 or more
- The public will be given 3-7 days’ notice of re-opening which shall only occur on a Monday, Tuesday, Wednesday or Thursday.
- All employees will be provided personal protective equipment and hand sanitizers. Their use is optional and not mandatory. Those requesting additional personal measures will be accommodated when feasible.
- Residents/guests will have their temperatures taken prior to entrance into facilities. Entrance will be denied for those above an acceptable reading.
- 2 pools can re-open with reduced capacity and additional pool hosts
  - Pools #1 and #2 have work to be performed this summer. Each pool will be closed for the duration of the work while the other one will be open.
  - Residents/guests will have their temperatures taken prior to entrance into the pools. Entrance will be denied for those above the acceptable number
  - Capacity at pools will be the following:
    - #1: 27 people including staff
      - Pavilion, Picnic area, and Lakeside/behind the Lounge areas will remain closed
    - #2: 17 people including staff
    - #3: 17 people including staff
  - Residents/guests will be limited to 90 minutes at the pools ~~if there is a waiting line~~
  - Group activities are prohibited
  - Furniture will be spaced according to social distancing guidelines
- Beach parking will re-open
- Golf Course will remain on reduced tee times and one person per cart rule (two members of the same household may ride in the same cart)
- Pro Shop will continue to operate in a limited capacity basis
  - Members will continue to check in with Player Assistant
  - Entry will be limited to official business only
  - A maximum of 10 occupants and practiced social distance
  - Due to limited tee times, golfers will continue to be teamed up to complete a foursome
- Administration Building remain closed to the public
- Lounge and 19<sup>th</sup> Hole remain closed
- Meeting rooms remain closed

## Phase 2

- Assumes continuation of social distancing and an increase in the number of people in groups exempt from guideline
- The public will be given 3-7 days' notice of implementation of phase which shall occur on a Monday.
- Residents/guests will have their temperatures taken prior to entrance into facilities. Entrance will be denied for those above an acceptable reading.
- A maximum of two pools will be open
  - Restrictions on capacity will be relaxed to "moderate" but not eliminated
  - Capacity at pools will be the following:
    - #1: 54 people including staff (excluding other areas listed below)
      - Pavilion: 18 people (reservations only)
      - Picnic area: 29 people (reservations only)
      - Lakeside/behind the Lounge areas will be open but will not have its own capacity (i.e. folks from the pool and Lounge can go there but there will be limited furniture set out)
    - #2: 27 people including staff
    - #3: 27 people including staff
  - Residents/guests will be limited to 90 minutes ~~at the pools if there is a waiting line~~
  - Group activities are prohibited
  - Furniture will be spaced according to social distancing guidelines
- Golf Course will remain on reduced tee times and one person per cart rule (two members of the same household may ride in the same cart)
- Pro Shop will continue to operate in a limited capacity basis
  - Members will continue to check in with Player Assistant
  - Entry will be limited to official business only
  - A maximum of 10 occupants and practiced social distance
  - Due to limited tee times, golfers will continue to be teamed up to complete a foursome
- Administration Building re-open Monday through Thursday with a one-hour closure mid-day for sanitizing public areas
- Lounge and 19<sup>th</sup> Hole will open under the following conditions
  - Reduced capacity and limited hours of operations
    - Lounge: (30% capacity or 40 people including staff)
    - 19<sup>th</sup> Hole (30% capacity or 34 people including staff) (Chairs will not be available on the porch)
    - Staff at each site to ensure proper social distancing and that capacity is not exceeded
  - No live music or entertainment
  - Lounge will only serve beverages and pre-packaged snacks
  - 19<sup>th</sup> Hole will not have kitchen service. Very basic food items will be available on a limited basis (items that do not require a cook in the kitchen during service).
  - No Street Dances, Pasta Night or catering
- Meeting rooms remain closed with exception of Building A
  - Use of Building A will be limited to 50 people with a minimum one-hour gap between set up time and end of use by previous group for sanitizing purposes. Staff will be present during usage to ensure proper social distancing and that capacity is not exceeded

## Phase 3

- Assumes continuation of social distancing and further increase in the number of people in groups exempt from guideline
- The public will be given 3-7 days' notice of implementation of phase which shall occur on a Monday.

- Residents/guests will have their temperatures taken prior to entrance into facilities. Entrance will be denied for those above an acceptable reading.
- A maximum of two pools will be open
  - Restrictions on capacity will be relaxed to “light” but not eliminated
  - Capacity at pools will be the following:
    - #1: 108 people including staff (excluding other areas listed below)
      - Pavilion: 37 people (reservations only)
      - Picnic area: 59 people (reservations only)
      - Lakeside/behind the Lounge areas will be open but will not have its own capacity (i.e. folks from the pool and Lounge can go there but there will be limited furniture set out)
    - #2: 37 people including staff
    - #3: 37 people including staff
  - Residents/guests will be limited to 90 minutes ~~at the pools if there is a waiting line~~
  - Group activities are allowed if proper social distancing is followed. Staff shall have discretion to halt specific group activities if proper social distancing is not followed.
  - Furniture will be spaced according to social distancing guidelines
- Golf Course will remain on reduced tee times and one person per cart rule will be relaxed (two people can ride in a single cart but golfers will have the option of riding separately if they elect)
- Pro Shop will continue to operate in a limited capacity basis
  - Members will continue to check in with Player Assistant
  - Entry will be limited to official business only
  - A maximum of 10 occupants and practiced social distance
  - Due to limited tee times, golfers will continue to be teamed up to complete a foursome
  - All picnic tables outside of the 19<sup>th</sup> Hole will be reinstalled and available for use with a maximum of 24 individuals allowed seated
- Administration Building remains open Monday through Thursday with a one-hour closure mid-day for sanitizing public areas
- Lounge and 19<sup>th</sup> Hole remain open under the following conditions
  - Relaxed reduced capacity and limited hours of operations
    - Lounge: (50% capacity or 60 people including staff)
    - 19<sup>th</sup> Hole (50% capacity or 51 people including staff) (Chairs will not be available on the porch)
  - No live music or entertainment
  - Lounge will only serve beverages and pre-packaged snacks
  - 19<sup>th</sup> Hole will not have kitchen service. Very basic food items will be available on a limited basis.
  - No Street Dances, Pasta Night or catering
- Meeting rooms usage
  - Use of Building A will be limited to 75 people with a minimum one-hour gap between set up time and end of use by previous group for sanitizing purposes. Staff will be present during usage to ensure proper social distancing and that capacity is not exceeded.
  - Use of Building D/E will be limited to 50 people with a minimum one-hour gap between set up time and end of use by previous group for sanitizing purposes. Staff will be present during usage to ensure proper social distancing and that capacity is not exceeded.
  - Building C, Pool Room and Administration Conference Room will remain closed.

#### **Phase 4**

- Assumes an end to social distancing
- The public will be given 3-7 days' notice of implementation of phase which shall occur on a Monday. Implementation of specific elements may be staggered depending upon conditions and staff.
- All pools will be open
  - Capacity at pools will be the following:
    - #1: 509 including staff in all areas within metal fencing excluding the inside of buildings
    - #2: 54 people including staff
    - #3: 54 people including staff
- Golf Course will go back to standard tee times and two-person per cart rule
  - Picnic tables will resume full capacity
- Pro Shop will resume normal operating procedures
- Administration Building resumes normal hours of operations
- Lounge and 19<sup>th</sup> Hole resumes full indoor capacity, regular hours of operations and live music and entertainment
  - Lounge:
    - 119 capacity including staff
    - Lounge will only serve beverages and pre-packaged snacks (lunch permanently discontinued)
  - 19<sup>th</sup> Hole
    - 102 capacity including staff
    - 19<sup>th</sup> Hole will resume kitchen service
    - Seating will be available on the porch
  - Street Dances, Pasta Night and Catering will resume when demand is present and events are profitable
- Meeting rooms usage
  - All rooms are open
  - Staff for crowd monitoring will be limited to Music Bingo and other events as needed.

## Barefoot Bay Golf Course

### Phase 3 Adjustments

During the October 9, 2020 Board of Trustees Meeting, we were directed to enter Phase 3 of the “Conditions Based “Reopening BBRD” Proposed Timeline” adopted by the Board for these unprecedented times. The following is a summation of what this means for the golf course operations. As always, I thank you for your patience and understanding.

#### PRO SHOP

- Will continue to operate in a limited capacity basis
  - Members will continue to check in with Player Assistant
  - Entry will be limited to official business only
  - A maximum of 10 occupants and practiced social distance with face covering

#### GOLF OPERATIONS

- Golf course will remain on reduced tee times (Every 12 minutes)
  - Golfers will continue to be teamed up to complete a foursome
- Two people can ride in a cart together
  - we will try to honor a single rider per cart if we do not run out of carts
  - this would be easier if group leaders schedule their players accordingly (i.e... Do not put all the players that need one of our carts in a foursome)
- Water coolers will not be available on the course (Bring your own water or Gatorade)
- Practice Social Distance and Sanitizing if you elect to touch flagsticks, rakes, or ball washers
- Picnic tables are now available for use

#### GROUP PLAY

- With tee times now every twelve minutes, and Daylight Savings Time ending, the new group sizes until we resume Phase 4 (back to pre-Covid 19) are as follows:
  - Sunday AM Scramble (52 players shotgun)
  - Sunday PM Scramble (36 players shotgun)
  - Tuesday Ladies 18 Hole League (52 Players)
  - Tuesday Ladies 9 Hole League (52 Players)
  - Tuesday Afternoon Martini League (36 Players)
  - Wednesday Men’s League (96 Players)
  - Friday Group (40 Players)
- Any other group that plays throughout the week will be reflectively reduced to help ensure non-group players can also play in prime time

Please feel free to call (772) 663-0631, email [ecruz@bbird.org](mailto:ecruz@bbird.org), or come by and see me if you have any questions.

Ernie J. Cruz, PGA  
Golf Operations Manager

## Board of Trustees Meeting Agenda Memo

Date: Tuesday, October 27, 2020  
Title: Discussion of Implementing No Parking on Specific Common Areas

Section & Item: 8.B

Item:

Department: Administration, District Clerk

Fiscal: TBD

Impact:

Contact: Joseph Klosky, Chairman, John W. Coffey ICMA-CM, Community Manager

Attachments : area behind shopping center, area in front of shopping center, Beach, Community center north, Community center south, cypress-viero cul-de-sacs, fir-sequoia cul-de-sacs, garden club, Hemlock-cypress cul-de-sacs and Egret Circle open area, lake by west RV lot, Marlin Circle open area, Pool 2, Pool 3, sebastian road open area, sequoia-hemlock cul-de-sacs, softball field and garden club property lines, softball field and garden club, softball field

Reviewed by

General

Counsel: Yes

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



### Requested Action by BOT

Review of proposed language amending the *Policy Manual* and identification of locations for no parking signs.

### Background and Summary Information

On Nov. 05, 2015, the Facilities Planning Committee voted to recommend to the BOT that all motorized vehicles be prohibited from “green” areas of BBRD except designated areas. At the Nov. 13, 2015 BOT meeting the Trustees voted 3-2 to take no action on the recommendation.

On June 12, 2020, the BOT discussed Chairman Klosky’s request to prohibit parking on common areas especially the back of the Shopping Center and along the Pickle Ball/Tennis Courts. Community Manager Coffey, ICMA-CM stated staff would research cost options and place proposed *Policy Manual* language for enforcement on a future agenda for consideration.

Staff contacted multiple towing firms and was able to obtain the attached proposal from Collison’s Automotive, Inc which includes the following costs:

\$37.45 per No Parking sign and poles (number and location to be determined by BBRD)

\$00.00 cost to BBRD for vehicles towed (owners of vehicles would have to pay the vendor to get their property back

\$80.00 cost to BBRD when the vendor is called to tow a vehicle and said vehicle is no longer in the specified location when the vendor arrives

On September 22, 2020, the BOT discussed the issue and were agreeable to including a 30 day educational period where snipe signs could be placed where No Parking signs will go to provide the public with forewarning of the impacts of continued parking in specific common areas prior to the commencement of the enforcement of No Parking by towing of violating vehicle. Additionally, staff raised the issue of needing to secure a time limitation for the \$80.00 fee if staff called the towing company about a vehicle and when the towing truck shows up to find the vehicle is no longer there.

Hence, the BOT directed staff to bring a proposal back to a future meeting.

After the meeting, staff discussed a maximum response time with Collison's Automotive, Inc. A verbal agreement was reached in which the vendor would advise if they could have a tow truck at a requested site within 2 hours when staff calls: If under 2 hours a tow truck would be dispatched and either the vehicle would be towed or the \$80 "no vehicle" fee would be charges; if they could not be on site within 2 hours, a tow truck would not be dispatched. Staff believes this is a fair compromise, especially given only one towing service is interested in work for BBRD.

The following language is proposed to be added to the end of Section 3.2 Rules for Specific District Facilities of the *Policy Manual*:

*No Parking at Specific Common Areas*

*Vehicles shall be subject to towing at owners' expense if parked within 25 feet of District installed "No Parking" signs.*

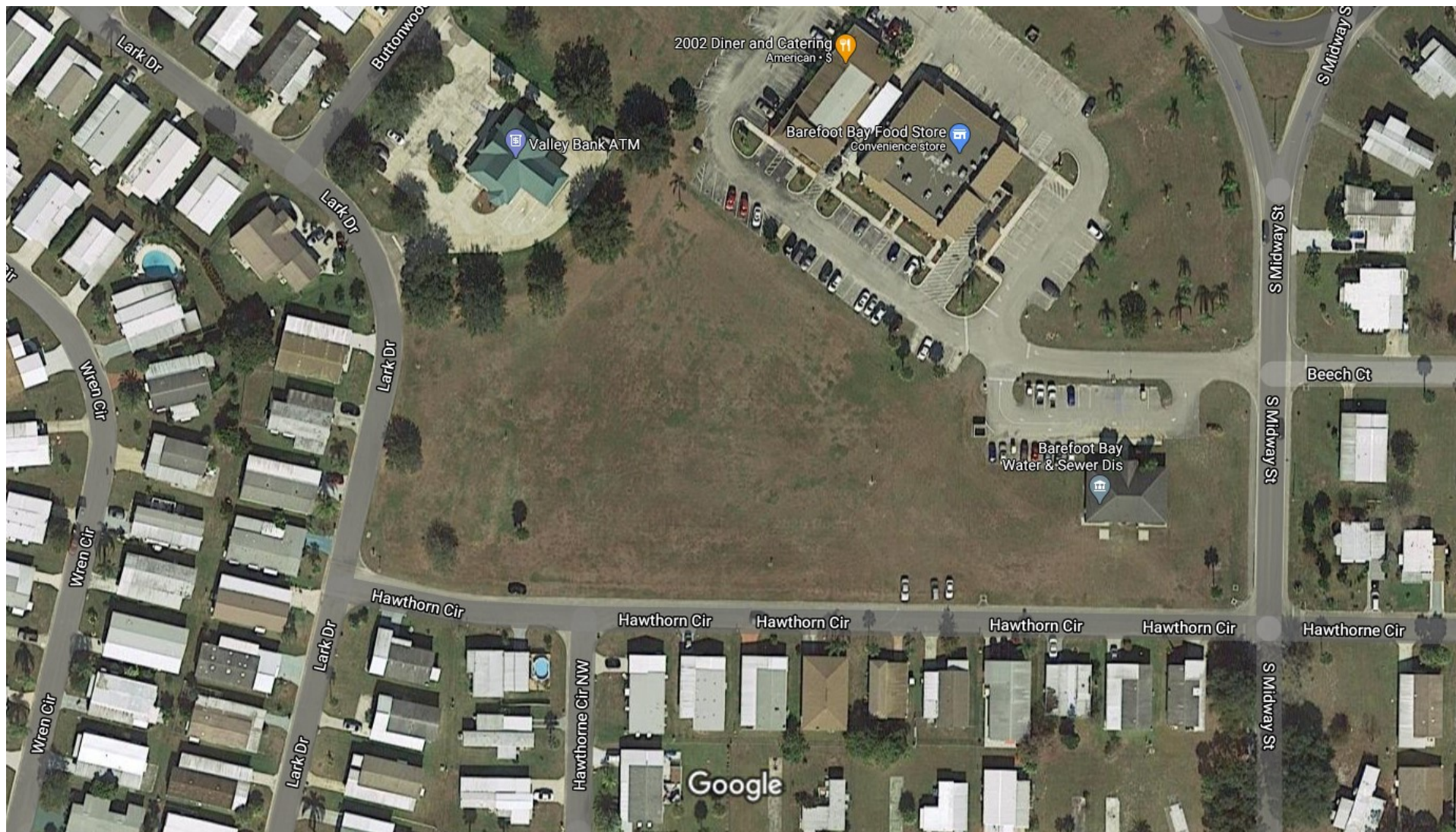
Although the BOT requested staff identify areas for placement of no parking signs, since this issue was a Trustee initiative, staff does not believe it is appropriate for them to identify areas where individual Trustees may want signs placed. Therefore, 18 satellite pictures of BBRD common areas are included as attachments in addition to paper copies of the areas being provided to the trustees. Staff recommends individual trustees identify areas where they desire no parking signs prior to the BOT meeting and staff will mark said pictures on the screen where a consensus of the Trustees agree to place signs.

If the BOT approves the *Policy Manual* language and identifies one or more locations for no parking signs, staff will place an agenda item on the November 13, 2020 agenda officially amending the *Policy Manual*. Installation of the signs would then commence, followed by a 30-day educational grace period before enforcement begins.

The reader should note, the DOR prohibition against parking on the grass only applies to residential properties within BBRD and therefore are not applicable to common areas.



Google Maps



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Imagery ©2020 Maxar Technologies, U.S. Geological Survey, Map data ©2020 100 ft

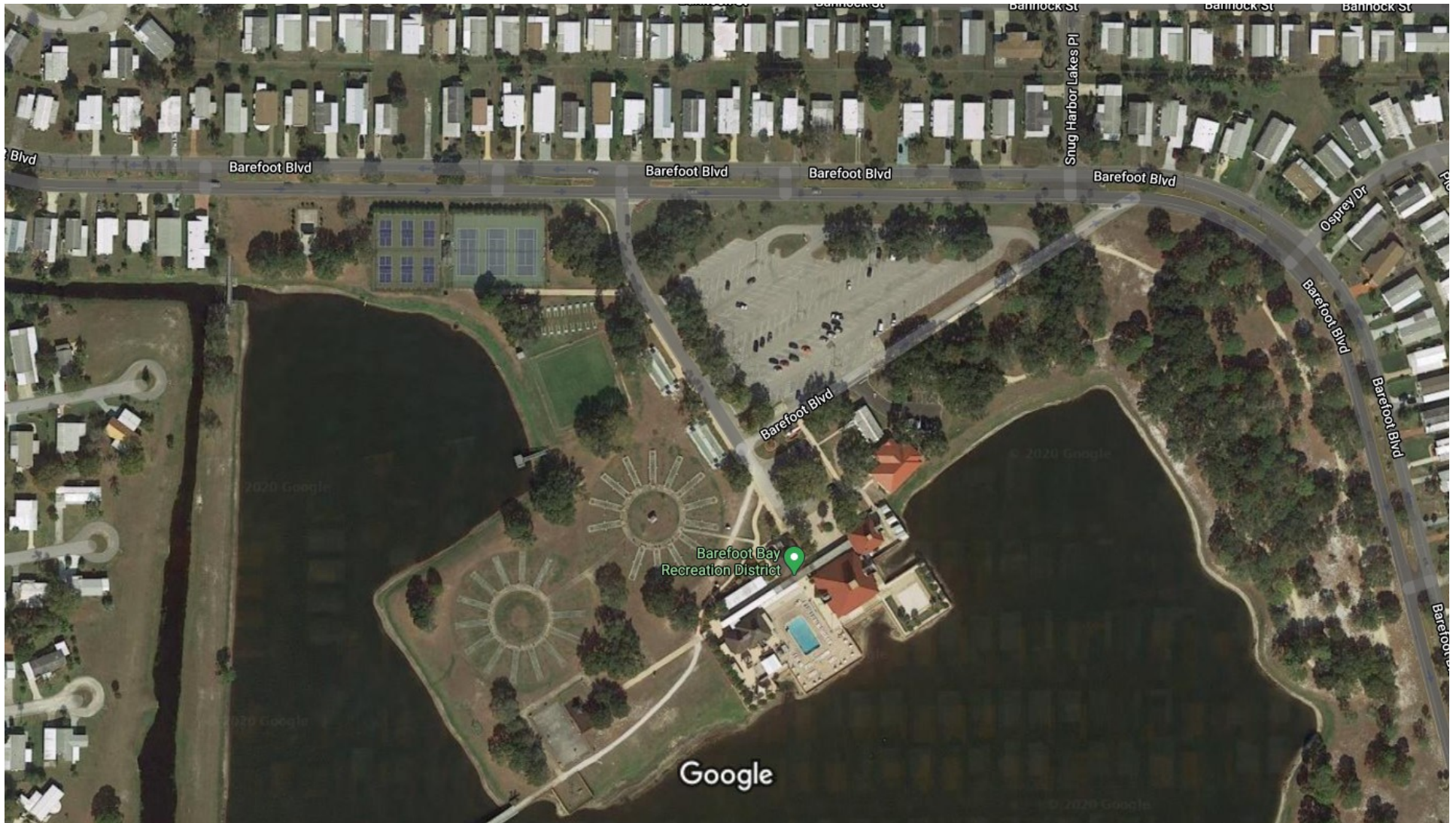




Map data ©2020 , Map data ©2020 50 ft



Google Maps



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Google Maps



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MapView

EagleView

Account (1234567) Go!

No Photo

Account: 3006714 Parcel ID: 30-38-15-01-B  
Sale: 12/1/1996 \$8,300,000 - Vacant  
BCPAO Market Value: \$10  
Owners: Barefoot Bay Recreation District  
Address: Not Assigned

Zoom | Clear | Details | Hide Info  
Instructions | Disclaimer

Show Street Map

Sales

2020

2019

2018

2017

2016

LEGEND





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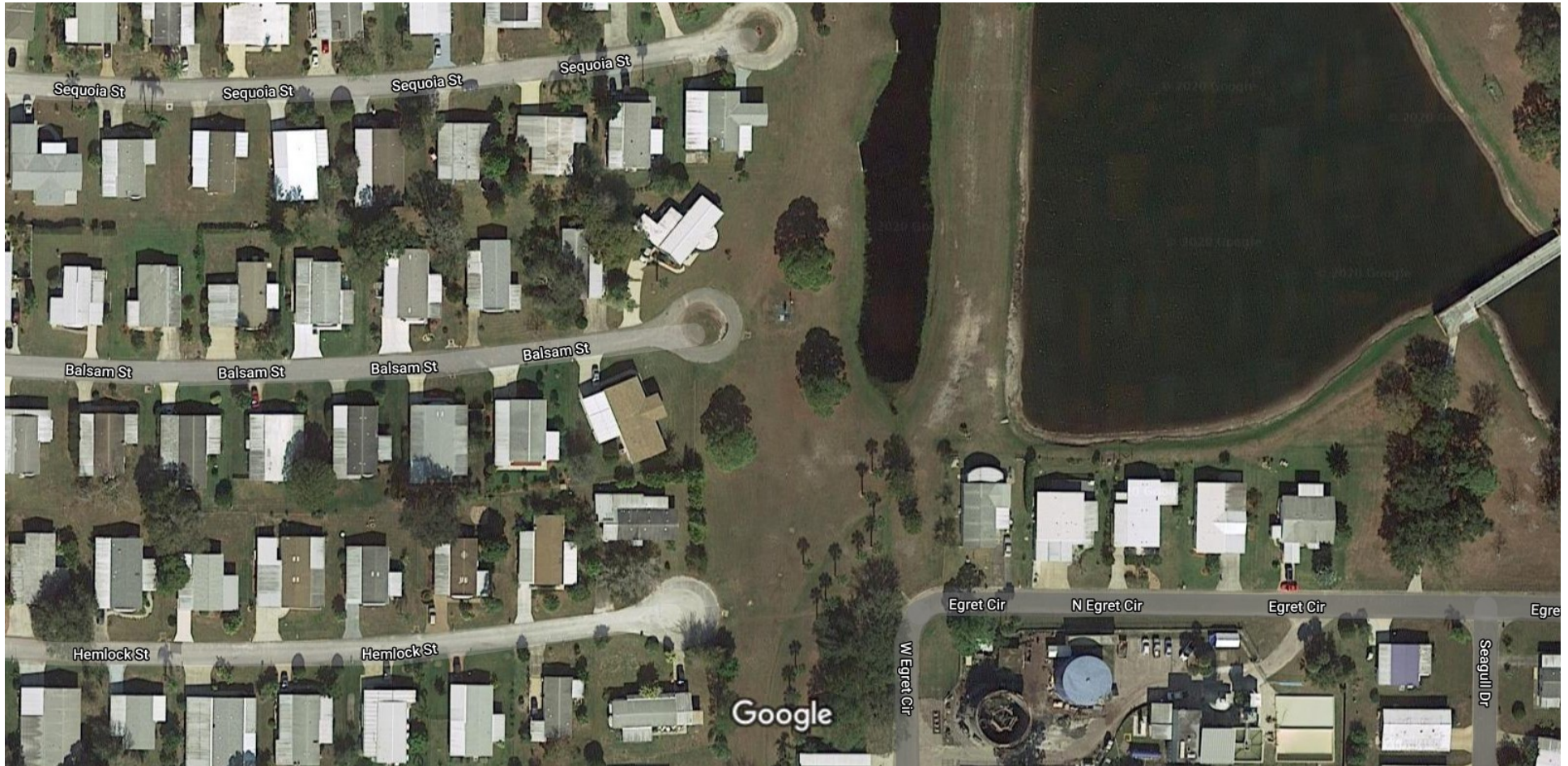
Map data ©2020 , Map data ©2020 50 ft





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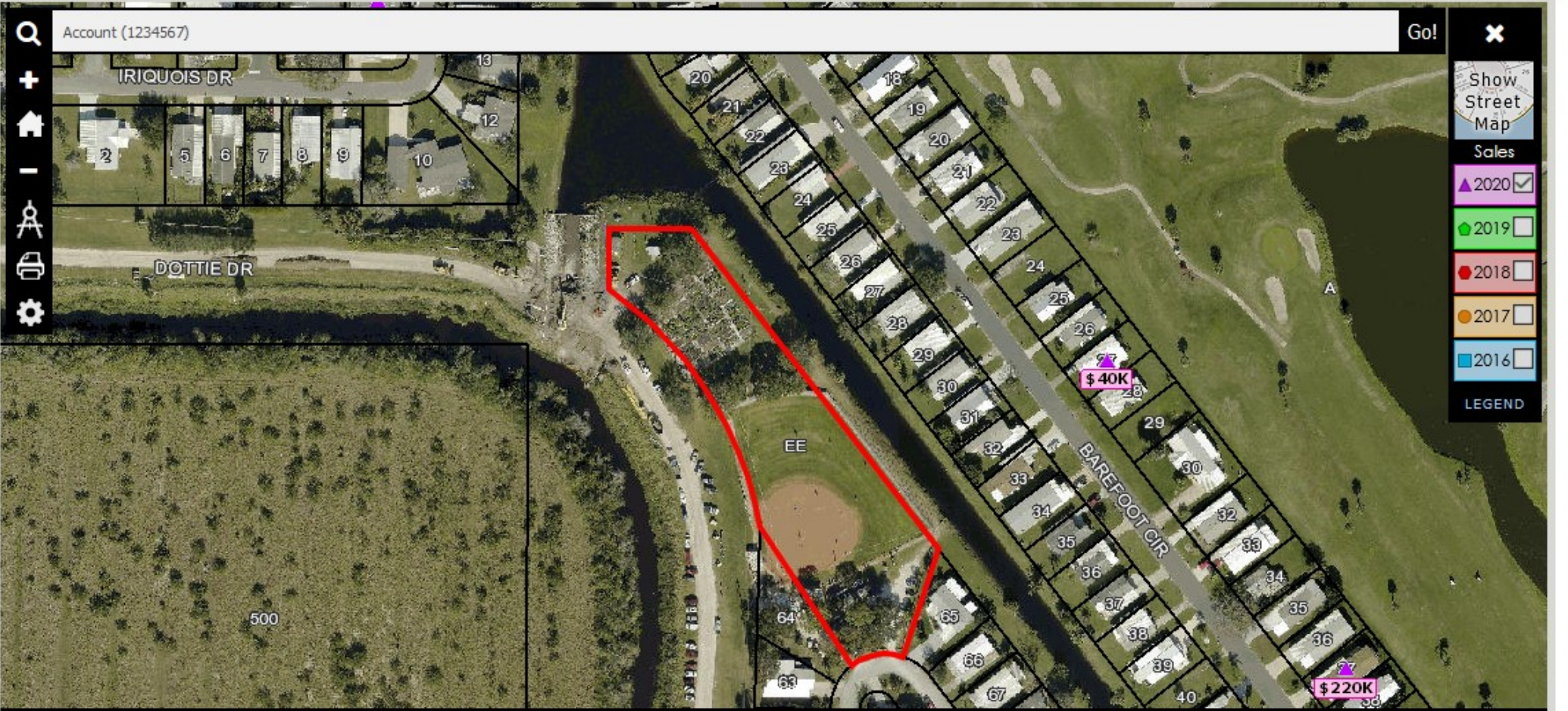


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MapView

EagleView



Account: 3003426 Parcel ID: 30-38-09-LY-EE  
Sale: N/A  
BCPAO Market Value: \$20  
Owners: Barefoot Bay Recreation District  
Address: 7650 Dottie Dr Unit Park Barefoot Bay FL 32976

Zoom | Clear | Details | Hide Info  
Instructions | Disclaimer





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Google Maps



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## Board of Trustees

### Meeting Agenda Memo

Date: Tuesday, October 27, 2020

Title: **Selection of a Qualified Elector to Fill the Unexpired Term of Trustee Compton**

Section & Item: 9.A

Department: Administration, District Clerk

Fiscal Impact: N/A

Contact: Cliff Repperger, General Counsel, General Counsel, Stephanie Brown, District Clerk, District Clerk, John W. Coffey ICMA-CM, Community Manager

Attachments: Grunow email, Jeff Grunow CV, Michajlowicz email, Michajlowicz resume, Steve Diana letter of interest

Reviewed by

General

Counsel: Yes

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



#### Requested Action by BOT

Selection of a qualified elector to fill the unexpired term of trustee formerly held by Roger Compton.

#### Background and Summary Information

On October 7, 2020, Trustee Compton submitted his resignation letter to BOT Chairman Klosky.

As provided in Article V Board of Trustees Section 4. Vacancies on the Board of Trustees; any vacancy on the Board of Trustees shall be filled for the unexpired term by appointment by the remaining Trustees of a successor among the qualified electors of the District. The Board shall fill the vacancy by an appointment for the remainder of the unexpired term which extends until January 2022. Any individual who is a legal resident and a registered elector of the State of Florida and of the District, is qualified to serve on the Board. Persons interested in appointment to the Board were provided an opportunity to submit a letter of interest and/or resume to District Clerk Brown. At the time of the publication of this memo, the following resumes were received:

- Jeff Grunow
- W. Eric Michajlowicz
- James Morrissey (resume to be provided at a later date)
- Steve Diana

If an appointment is made, District Clerk Brown will swear in the new trustee at the beginning of the November 13, 2020 BOT Meeting.

Jeffrey R. Grunow  
1160 Barefoot Circle  
Barefoot Bay, FL 42976

October 13, 2020

Honorable Barefoot Bay Trustee:

Please accept this letter as a request to be considered for fulfilling Mr. Roger Compton's unexpired term on the Board of Trustees. I believe my skill set and Barefoot Bay experience would make me an immediate, fully functional trustee.

My wife and I moved to Barefoot Bay in May of 2017. In August of that year Trustee Cavaliere sponsored my appointment to the Violations Committee. On that committee, over the last 3 years, **I've learned much about Barefoot Bay operations. Looking for more involvement, I've sat on the first bid opening for the Building A kitchen and the beach bathrooms.**

Eighteen months ago, I was elected to be commander of the American Legion. This has led to additional service to the Bay such as, debate moderation, plus organizing Memorial, Flag and Veterans Day services. The legion is also active in providing coverage of the Veterans Service Office (VSO). **Until COVID, Wednesday's were my shift.**

**Since our arrival here, I've either attended or watched video of every BOT meeting. If appointed to fill this opening, I see myself as a "plug and play" trustee ready to intelligently interact and vote at my first meeting.**

Lastly, the CVO and VSO are adjacent to each other in the convenience center. Roger and I would often talk at great length about what direction the Bay should take. If I should be the successful candidate, not only would I be a quick start but I think Roger would be pleased.

Regards,

*Jeffrey R. Grunow*

Phone: 772-202-4926  
e-mail: jrgrunow54@aol.com

## CURRICULUM VITAE

### Jeffrey R. Grunow

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#### Personal Data:

Home Address: 1160 Barefoot Circle, Barefoot Bay, FL 32976  
Phone: 772-202-4926 (H)  
801-920-6162 (M)  
E-Mail: [jrgrunow54@aol.com](mailto:jrgrunow54@aol.com)

#### Education:

M.S.N.	University of Pennsylvania, Philadelphia, PA	1980
B.S.N.	Widener College, Chester, PA	1976

#### Employment Overview:

<b>Associate Professor – Faculty – EMT/Clinical Coordinator</b> (retired)	2016-2017
<b>Department Chair, Associate Professor, Program Director</b>	2002-2016
Weber State University, Ogden Utah	
<b>Director, Prehospital Education and Paramedic Program Director</b>	1995-2001
CENTER FOR PREHOSPITAL MEDICINE, Carolinas Medical Center, Charlotte, NC	
<b>EMS Department Chair, Assistant Professor, Paramedic Program Director</b>	1990-1995
Eastern Kentucky University, Richmond, KY	
<b>Paramedic Education Coordinator, Mobile Intensive Care Nurse</b>	1980-1983
Memorial Hospital of Burlington County, Mount Holly, NJ	
<b>Forensic Medical Investigator</b>	1983-1986
Atlantic County Medical Examiner, Northfield, NJ	
<b>Institution Administrative Coordinator, Staff Paramedic</b>	1986-1990
Memorial Hospital of Burlington County, Mount Holly, NJ	
<b>Registered Nurse, Float Charge, Night Supervisor</b>	1978-1980
Millville Hospital, Millville, NJ	
<b>Registered Nurse, Medical Surgical, Cardiac, Emergency Department</b>	1976-1978
Atlantic City Medical Center, Pomona, NJ	

#### Additional Part-Time Experience

<b>Flight Nurse / Squadron Executive Officer / Flight Commander</b> (Colonel - <i>retired</i> )	1987-2010
US Air Force Reserve, Wright-Patterson AFB, OH	

**Paramedic**

Burlington County Memorial Hospital	1983-1986
Knox County Ambulance Service, Corbin, KY	1993-1995
Lincoln Medical Center EMS, Lincolnton, NC	1998-2001

**Licensure and Certifications:**

- Nationally Certified EMS Educator (NCEE) since 2012
- National Registry Paramedic (NRP) with Utah and Florida licensure
- Registered Nurse (Previously BCEN - Board Certified Emergency Nurse)
- AHA Basic, Pediatric and Advanced Cardiac Life Support, Provider / Instructor
- Trauma Nurse Core Course – (Previous provider)
- Pre-Hospital Trauma Life Support, (Previous regional faculty)
- Advanced Trauma Life Support (Nurse Provider)

**Additional Education:**

- NJ State Fire College, Heavy Rescue and Disaster Control School
- Medical-Legal Death Investigation Course (St. Louis University)
- FEMA Interagency EM Course and Domestic Preparedness Course for Health Workers
- FEMA University/College Campus EOC Management Course
- Emergency Medical Dispatch Training
- ACEP Quality Assurance for EMS
- United States Air Force
  - Squadron Officer School, Air Command and Staff Course, and Air War College
- Flight Nurse School, (Distinguished Graduate)
- Tri-Service Nursing Research Symposium, TQM and Operational Risk Management

**Professional Organizations:**

- CAAHEP, Committee on Accreditation of EMS Education Programs (CoAEMSP),
- Very frequent site visitor along with site visitor and team captain trainer
- National Association(s) of EMS Educators; EMS Physicians; and EMT's,
- American Society for Testing and Materials, Committee F-30 on EMS
- NREMT Charter EMT in 1973, NREMT Paramedic since 1982
- Fellow on the National Academy of Emergency Dispatch
- American Legion, life member

**Related Professional Accomplishments:**

- Since 1985, have made presentations at more than 75 regional and national EMS conferences
- Successfully authored grants to fund Appalachian and Intermountain West paramedic programs
  - Obtained nearly \$400K for Kentucky and \$469K for Utah, Wyoming and Washington State
- Developed / implemented an accreditation eligible EMT-P program for the Charlotte region
- Authored articles appearing in JEMS, Emergency Medical Services, and Emergency Magazine.
- Obtained and developed national consensus for Emergency Medical Dispatcher training.



- Developed two large scale medical training applications for the US Air Force Reserve Command (AFRC)
  - Awarded USAF Meritorious Service Medal for the TopSTAR medical education program
  - Awarded the (General) Roadman Quality Award for Medical *Mirror Force* project leadership
  - Served on numerous advisory/task groups on issues of nursing and emergency service standards for professional, military, governmental and university or organizations.
- Delegate for the US DOT *Consensus Statement on the Future of EMS Education* Conference
- 2004 Dumke College Teacher of the Year Award for dedication and excellence in educating paramedic students
- Over the course of 35 years, consistently delivered a 95% first time pass rate on the National Registry of EMT's paramedic computer exam
- Provided Weber State University 2 spotless CoAEMSP accreditation site visits in 2006 and 2011
- Called up to the active duty Air Force June 2004 through April 2005. Served as the Chief Nurse of CONUS supervising the aeromedical movement of 6,500 Operation Iraqi/Enduring Freedom wounded
- Awarded USAF Meritorious Service Medal, 2<sup>nd</sup> Oak Leave Cluster for chief nurse executive leadership
- Lifelong supporter of a national, EMS certification (licensure) process similar to the RN.
- Served on the NREMT-P test writing committee in Spring of 2010
- Awarded the "Friend of Student Veterans" award from Weber State University in 2014

### Curriculum Development:

- |   |   |
|---|---|
| • Developed Bachelors of Emergency Healthcare Sciences Degree, Weber State University | 2016  |
| • Paramedic Program Reorganization Weber State University                             | 2002-2017   |
| ◦ Online/computerized testing strengths   |   |
| • Fundamental Skills (revision)   | USAF Reserve, TopSTAR program 2001                  |
| • NSC-99 Paramedic Upgrade  | Integrated new curriculum into current program 1999 |
| • Special Procedures II   | USAF Reserve, TopSTAR program 1998                  |
| • Special Procedures I  | USAF Reserve, Amherst College program 1997          |
| • EMT-D / First Responder   | Charlotte FD-Mecklenburg EMT-D upgrade 1997         |
| • Advanced Prehospital Theory-Trauma  | Eastern Kentucky University 1993                    |
| • Advanced Prehospital Theory-Medical   | Eastern Kentucky University 1992                    |

### Publications: (Journal)

- |  |  |
|--|--|
| • Initiating a College Wide Interdisciplinary Scenario Training: Working Together, Tying it Together | 2014   |
| Domain <sup>3</sup> National Association of EMS Educators  |  |
| • Student Precipitated Failure Domain <sup>3</sup>   | National Association of EMS Educators 2010                     |
| • Azzara Pharmacology Text Review  | Prehospital Emergency Medicine 2004                            |
| • EMS Research   | Domain <sup>3</sup> National Association of EMS Educators 2000 |
| • Education vs. Training Domain <sup>3</sup>   | National Association of EMS Educators 1998                     |
| • ADA and EMS  | JEMS Magazine 1996   |
| • The Meds by Their Beds   | Emergency Medical Services Magazine 1994                       |
| • ASTM and EMS   | Emergency Magazine 1986  |

## Publications: (Monographs – Text Chapters)

• EMS Interrelations	Trauma and the Athletic Trainer, (Text Chapter)	2010
• Neurological Emergencies	Case Studies in Prehospital Care, Mosby Co.	1995
• Orthopedic Injury	Qualification Training Module, US Air Force Reserve	1995
• EMD Training	ASTM Consensus Standard F-1552	1994

## Publications: (Audio-Visual)

• Medical Review	85 slides and test for RN sustainment training, USAFR	1999
• Community Education	60 slide program entitled “ <i>Emergency – The First 3 Minutes</i> ”	1998
• EMS Communications Chap.	+45 slides for NAEMSP program	1998
• EMT-D / First Responder	230 slide set, for training 800 firefighters	1999

## Selected EMS Speaking Engagements:

• NAEMSE Symposium (3)	(Pittsburgh, Nashville, Washington, DC
• EMS Today (5)	(Atlanta / Seattle / Baltimore / Phoenix / Salt Lake City)
• EMS Expo (3)	(Dallas / Cleveland / Charlotte)
• NAEMT (2)	(Las Vegas/Biloxi)
• Prehospital Emergency Care Conferences (3)	(Salt Lake City)
• National Safety Council (2)	(Orlando)
• Idaho EMS Conferences (2)	(Boise)
• Wyoming EMS Conferences (4)	(Cheyenne/Sheridan/Casper /Jackson Hole)
• Indiana State EMS Conferences (2)	(Indianapolis)



## Military Reserve Background:

Col Jeffrey R. Grunow (retired)

U.S. AIR FORCE

<b>Commissioned:</b>	1986
<b>69<sup>th</sup> AES, McGuire AFB, NJ</b>	1987
- Flight Nurse and CPR Monitor	
- Gulf War - Deployed 6 months to 86 <sup>th</sup> AES, Rhein-Main AB, Germany	1991
<b>67th AEF, Rickenbacker AFB, OH</b>	1991
- Flight Nurse	
- Assistant OIC of Staff Development	
<b>BRAC - 67<sup>th</sup> AEF renamed 445<sup>th</sup> AES, Wright-Patterson AFB, OH</b>	1993
- Flight Nurse	
- OIC of In-service Education	
- Representative to AFRC Field Advisory Committee	1995
- OIC of 445 AES Staff Development section	1996

- Squadron Executive Officer under Col Norman “Steve” Ray 2002

**375<sup>th</sup> AES/E, Det 1, Andrews AFB** (near Washington DC) 2004

- Chief, Crew Management Cell; (June to November 2004)

- Chief Nurse of the 375<sup>th</sup> Expeditionary AE Command Cell 2004  
(November 2004 – February 2005)

**445 AES Wright-Patterson AFB, OH**

- Clinical Management 2005–2010

- Flight Commander

**Events / Awards:**

- Distinguished Graduate, Flight Nurse School, Brooks AFB 1988  
- Promoted to Captain 1989  
- Achievement Medal 1992  
- Completed Nursing Services Management course at Sheppard AFB 1993  
- Completed Squadron Officer School by correspondence 1993  
- Promoted to Major 1996  
- Achievement Medal 1<sup>st</sup> OC (Patriot MedStar development) 1998  
- Meritorious Service Medal (TopSTAR mirror force program) 1998  
- Letter of Commendation – Brig Gen John Baldwin (TopSTAR- “can do”) 1998  
- Commendation Medal (Used CRM - Saved a life on Delta airlines flight) 1999  
- Lt. Gen Charles H. Roadman II Award (TopSTAR and mirror force) 1999  
- Completed Air Command and Staff by correspondence 2003  
- Meritorious Service Medal 1<sup>st</sup> OC (Pacific Warrior command presence) 2003  
- Promoted to Lt Colonel 2004  
- Completed Air War College by correspondence 2006  
- Meritorious Service Medal 2<sup>nd</sup> OC (OIF/OEF leadership and command) 2006  
- Selected for promotion to full Colonel (O-6) 2008  
- Retirement 2010

**Interesting Tidbits:**

- I play the trumpet, cornet, tuba, baritone. euphonium and trombone. (Yes, I have lederhosen and a green felt hat.)
- I grew up on a 300-acre farm in Sounthern NJ where several farming accidents in the area piqued my interest in paramedic education.
  - I hold a CPA certification (Certified Pesticide Applicator)
- As part of Bugler’s Across America I play TAPS at veteran funerals
- When our pastor abruptly left our Presbyterian Church, I was “pulpit supply” each month for 2 years
  - Creating and leading a one-hour church service is more difficult than it sounds
- In the course of 20 years I’ve handled 6 inflight medical emergencies on Delta Airlines
- I sit on the violations committee for our voting district and always try to be fair in evaluating deed of restriction issues.



## John Coffey

---

**From:** Eric <ericm@goeaston.net> on behalf of Eric  
**Sent:** Monday, October 19, 2020 12:46 AM  
**To:** jcoffey@bbrd.org  
**Subject:** Vacant Trustee seat  
**Attachments:** 2019 Entrepreneurial focus.doc

**Importance:** High

John, with interest in consideration for the vacant Trustee seat, I have lived in the Bay for four years and prior to that was a snow-bird for a few more. Having owned properties in various States throughout the decades, I feel that I have a flavor on what works and does not work in managing a community on behalf of its residents.

Why would I want to serve:

Even in the relatively short period of time that I have lived here, I have observed changes of which some are positive and some are not. Barefoot Bay is not a 55+ community and as such consideration should be given to residents that may be more “active” and “entertained” than the wishes of those who wish it was a 55+ community. I admit that I am not familiar with all of the rules and regulations that have been put in effect over time but I would be willing to bet that some may not longer be applicable, may need revision and or adjusted to the times and population mix. We also need clarification on building restrictions particularly when there are clear violations of what we as residents understand are in place (or think we do). For example, you cannot build an aesthetically pleasing shed next to your home but you can build a cinder block 3,600 sq. ft. garage? If a resident acquires an adjoining lot rezoned as a single lot by Brevard County just to have green space, BB requires to build “any” structure connected to the existing home? Where is the logic in that? Another possible revisit of the rules; BB requires new or replacement construction to be double wide only. On some lots a double wide significantly encroaches on neighboring homes. Since those regulations have been adopted there are now single wide elegant homes that are 14 feet wide and 1,000-1,300 sq. ft. that would not overwhelm the width on some lots.

A point on the pools. We have young people and young-thinking people living in the Bay. In particular pools 2 and 3 are often occupied by a dozen or less old folks that “soak motionless” in the pool. They would, with the support of the monitors, object to any motions or playing that would create any disturbance to their pool hibernation as though it’s private. Any reason why we could not consider dedicating time to at least one of the pools where people can play with a ball and have some fun? And (regardless of what Trump or DeSantis say) on the COVID-19 issue, it is going to be with us for a long time to come. It is about time to let adults be adults and issue a warning that “COVID-19 is still with us, please act responsibly and protect yourself and others”, period. Post those in public areas and stop the baby-sitting and disruptions.

Finally an opinion on the Violations Committee, residents would be cited for postponing some cleaning of mold on a shutter and yet there are homes with junk all around them, ill repair, lawns un-kept, 3-4 cars parked on the lawns of their property, cars, trucks and commercial vehicles using common grounds as permanent overnight parking. I particularly called on the parking issues and was told "we can't do anything about it", seriously? In some areas it truly is beginning to look like a "trailer park".

I have no hidden agenda John, would just like to bring some more fresh contemporary thinking for the Board to consider. My representation would be the will of the majority, not the will of one or a few. Please feel free to share this email and let me know if there is interest.

Thank you.

*W Eric Michajlowicz*

**NOTE:**

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# W Eric Michajlowicz      Eric Michaels LLC

P.O. Box 84, Roseland, FL 32957 Cell 772 713-7885

## Marketing / Management / Consulting / Business Development / Finance

**QUALIFICATIONS:** Experience in both Corporate and Entrepreneurial engagements. Responsibilities included marketing, budgeting, team building, planning, resource management, project management, process improvement, business development, systems selection and systems implementation. Experienced in real estate development, property management, interior design and contract negotiation. Licensed Florida Realtor.

**EDUCATION:** University of Hartford, West Hartford, Connecticut  
Systems Science Institute (SSI), IBM, West Hartford, Connecticut  
Hartford Graduate Center, Rensselaer Polytechnic Institute Hartford, CT Troy, NY

**EXPERIENCE: FL, DC, NJ, CT & MD**

### Entrepreneurial 1986-2019

- Owned and operated medium size restaurants in St Michaels MD, Fort Pierce, Vero Beach & Tampa, Florida.
- Leased/owned and operated a full service marina in Deerfield, Florida. 135 wet 250 dry.
- Principal advisor in restructuring the operations of a 16 store linen chain in Philadelphia valued at \$42M.
- Tour operation NJ. Tours NE U.S. and Canada.
- Real estate sales, property management (partner Gold Coast PM) and development in Florida and North Carolina. (FL Lic. Realtor since 1988).
- Chairman Cherry Hill NJ Zoning Board. Campaign chairman Mayoral races CT.

### Consulting

- Project Officer under contract to the HHS National Institute of Health, Washington DC (2006-2017)
- Interim CIO, Florida Health Science Center, Tampa FL (2002-2005)
- Practice Director under contract to Strategic Services Group (Siemens Healthcare) King of Prussia PA (1998-2001)
- Contractor developing strategic business and technology plans for the State of Hawaii Health System (1988-1989)
- Various consulting engagements with major Hartford area Insurance companies. Process and Technology.

### Employment & Engagements

#### Zinn Enterprises, LTD, Chicago 1989-1997

- National Practice Director
- Consulting Services for this Chicago-based Consulting Group. Provided national customers with Technology and business improvement initiatives. In addition to leading and participating in the consulting engagements, also responsible for staffing and budgets. Responsible for overseeing marketing efforts. Proactive in the design and development of strategic planning, procurement, mergers and the execution of the business solution to meet client requirements.

#### VHA Enterprises, Inc., Dallas 1986-1988

- National Practice Director
- Charged with start-up initiatives for this national consulting organization. Negotiated standardized contracts with Technology Solution providers on behalf of VHA's nationwide hospital members. Responsible for P&L, operations, project plans and marketing plans.

#### United Hospitals, Inc., Philadelphia 1979-1986

- Chief Information Officer, CIO
- Responsible for all the development, administration and management of information systems and procedures. Under my team, a productive, high performing management engineering entity was established charged with supporting the corporate business/financial plans and was responsible for managing a \$12.3M budget (1980's). Reported to the CEO and Chairman.

#### Town of West Hartford, Connecticut 1971-1978

- Assistant Finance and Data Processing Manager  
Automation and conversion of all Finance Processes and Board of Education grading activities from manual to implemented computerized operations. Department consisted of twelve technical and support staff.

Board of Trustees:

I would like to put my name in to fill the open position on the Board of Trustees.

I believe my previous experience on the Board, 6 years 1 as Chairman gives the advantage of providing stable direction to the Board.

During my years we developed an ongoing 5 year plan for the Bay  
Built A New Administration Building  
Began a major and long delayed improvement of our amenities  
Expanded amenities  
Began the beach improvements  
Worked with management and staff to create a kinder/ gentler Bay  
Introduce and got passed legislation limiting term limits of Trustees

Since I no longer have a family member working for the Bay there is no conflict of interest under the nepotism clause of the rules of trustees

I live at 739 Hyacinth Circle.

My wife JoAnne who was recently a candidate for Trustee until her passing was as passionate about the Bay as I am and clearly wanted to be an advocate for not only the residents and homeowners of the Bay but staff as well.

I am familiar with the issues the Board is dealing with so there will be no need to spend time and energy of staff, residents, or other members of the Board to bring a new Trustee up to speed.

Please give me an opportunity to serve the people of the Bay again

Steven Diana (Steve)

## Board of Trustees

## Meeting Agenda Memo

Date: Tuesday, October 27, 2020

Title: **SDS Agreement Amendment: Management Analyst Position and Extension**

Section & Item: 9.B

Department: Administration, District Clerk

Fiscal Impact: \$62,000.00 (FY21 Budget of \$69,596.00) for Management Analyst Position

Contact: Cliff Repperger, General Counsel, General Counsel, Stephanie Brown, District Clerk, District Clerk, John W. Coffey ICMA-CM, Community Manager

Attachments: Amendment of Agreement for Management Services and Extension of Term October 2020

Reviewed by General Counsel: Yes

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



### Requested Action by BOT

Approval of amended agreement with Special District Services, Inc. (SDS) for management services and the addition of a Management Analyst position.

### Background and Summary Information

On January 22, 2008, BBRD entered into an agreement with SDS for management services which specifically provides for the placement, compensation, and support of the community manager position. Said agreement was amended on October 9, 2009 (2-years), January 13, 2012 (2-years), September 2, 2014 (3-years), and June 9, 2017 (5-years).

As BBRD's administrative capacity has grown over the years, the development and monitoring of the annual budget, annual Five-year Financial Model and Capital Improvement Plan (begun in FY15), most complex BOT agenda memos, and special projects (i.e. Emergency Management Plan, Food & Beverage Principles of Operations, Facilities Usage Report, Neighborhood Revitalization Program Report, etc.) largely remain the responsibility of the Community Manager in addition to his overall management duties, meetings with individual trustees, and responding to questions/concerns of residents. Therefore, to address the lack of management depth in the departments (without adding multiple professional positions) and additional professional assistance to the Community Manager, funding for the position of a Management Analyst (as part of the SDS contract) was added to the FY17 Budget (last 4 months of the fiscal year). The position was fully funded in subsequent years but was not filled due to a variety of reasons (i.e. Guinther lawsuit delaying construction of the New Administration Building, COVID-19 pandemic, etc.). FY21 contains a budget of \$69,596 for said position.

The major responsibilities of the position would include:

- Assisting the Community Manager and Department Managers with general administrative/management support
- Budget development and monitoring
- Project management
- Public relations/outreach.

The position would report directly to the Community Manager and may serve as an acting department manager during prolonged vacancies. The Management Analyst would not be an "Assistant Community Manager." Given the anticipated

tightening of future BBRD budgets, this position would enable the BOT and community greater clarity of data for decision making versus making difficult decisions based on limited data and opinions.

Specific changes to the agreement include:

- Amendment to Section III, B., to add Subsection IV defining the Management Analyst position.
- Amendment of Section VII, to distinguish between the Base Management Services Fee and the Management Analyst Fee.
- Extension of the Management Services Agreement for 3 years beyond the current termination date to September 30, 2025 for stability and candidate recruitment.

Financial impact to the agreement is shown in the below tables\*:

\*Note that the Base Management Services Fee through 9/30/22 has been previously approved and remains unchanged.

Base Management Services Fee		
Fiscal Year Period	Annual Amount	Monthly Fee
10/01/20 to 9/30/21	\$ 163,149.00	\$ 13,595.75
10/01/21 to 9/30/22	\$ 167,227.68	\$ 13,935.64
10/01/22 to 9/30/23	\$ 171,408.37	\$ 14,284.03
10/01/23 to 9/30/24	\$ 175,693.58	\$ 14,641.13
10/01/24 to 9/30/25	\$ 180,085.92	\$ 15,007.16
Management Analyst Fee		
Fiscal Year Period	Annual Amount	Monthly Fee
10/01/20 to 9/30/21	\$ 62,000.00	\$ 5,166.67
10/01/21 to 9/30/22	\$ 63,550.00	\$ 5,295.83
10/01/22 to 9/30/23	\$ 65,138.75	\$ 5,428.23
10/01/23 to 9/30/24	\$ 66,767.22	\$ 5,563.93
10/01/24 to 9/30/25	\$ 68,436.40	\$ 5,703.03
Total Fees		
Fiscal Year Period	Annual Amount	Monthly Fee
10/01/20 to 9/30/21	\$ 225,149.00	\$ 18,762.42
10/01/21 to 9/30/22	\$ 230,777.68	\$ 19,231.47
10/01/22 to 9/30/23	\$ 236,547.12	\$ 19,712.26
10/01/23 to 9/30/24	\$ 242,460.80	\$ 20,205.07
10/01/24 to 9/30/25	\$ 248,522.32	\$ 20,710.19

The Management Analyst position would only be filled (when vacant) upon the approval of the BOT and during vacancies no fees would be charged for the position. To ensure the recruitment of the best candidate an extension of the current agreement (ends September 30, 2022) is recommended.

Staff recommends the BOT approved the proposed amended agreement as presented.

**AMENDMENT OF AGREEMENT FOR  
MANAGEMENT SERVICES AND EXTENSION OF TERM**

**THIS AMENDMENT OF AGREEMENT FOR MANAGEMENT SERVICES** entered into this 27th day of October, 2020 between BAREFOOT BAY RECREATION DISTRICT, an Independent Special District of the State of Florida (hereinafter referred to as “BBRD”), 625 Barefoot Boulevard, Barefoot Bay, Florida 32976 and SPECIAL DISTRICT SERVICES, INC. (hereinafter, “SDS”), 2501A Burns Road, Palm Beach Gardens, FL 33410-5204.

**RECITALS**

**WHEREAS**, BBRD and SDS entered into an Agreement for Management Services (hereinafter, “the Agreement”) with an effective date of February 1, 2008; and

**WHEREAS**, pursuant to Section III, A, of the Agreement, the Agreement had an initial term of two (2) years; and

**WHEREAS**, on or about October 9, 2009, BBRD formally exercised its option to renew the Agreement for an additional two (2) year term from February 1, 2010 to January 31, 2012; and

**WHEREAS**, on September 9, 2011, the BBRD Board of Trustees approved an extension of the expiration of the additional two (2) year renewal term from January 31, 2012 to September 30, 2012 to coincide with BBRD’s fiscal year; and,

**WHEREAS**, on January 13, 2012, the Parties formally entered into a Memorandum of Understanding approving the extension of the expiration of the additional two (2) year renewal term from January 31, 2012 to September 30, 2012; and,

**WHEREAS**, on September 28, 2012, the Parties formally agreed to and executed an Amendment and Renewal of Agreement for Management Services renewing the term

of the Agreement from October 1, 2012 to September 30, 2014 and amending Section VII of the Agreement regarding compensation paid by BBRD to SDS during the renewal period; and

**WHEREAS**, on September 2, 2014, the Parties formally agreed to and executed an Amendment and Renewal of Agreement for Management Services renewing the term of the Agreement from October 1, 2014 to September 30, 2017 and amending Section VII of the Agreement regarding compensation paid by BBRD to SDS during the renewal period; and

**WHEREAS**, on June 9, 2017, the Parties formally agreed to and executed an Amendment and Renewal of Agreement for Management Services amending Section III of the Agreement regarding term (providing for a five (5)-year renewal term beginning October 1, 2017) and Section VII of the Agreement regarding compensation paid by BBRD to SDS during the five (5)-year renewal period effective October 1, 2017 through September 30, 2022; and

**WHEREAS**, the Parties desire to amend Section III of the Agreement for Management Services to include the provision of a Management Analyst position by SDS to BBRD consistent with the BBRD Board of Trustees' prior budget approval of such a position and to amend Section VII regarding compensation paid by BBRD to SDS for funding of the Management Analyst position;

**WHEREAS**, given amendment to the Agreement for Management Services to include the provision of a Management Analyst position by SDS to BBRD, the parties believe it is in both parties' best interests to extend the term of the Agreement for an additional three (3) years through September 20, 2025; and



**WHEREAS**, the Parties intend for all other terms of the initial Agreement and above referenced amendments not further amended as provided herein to remain in full force and effect from the effective date of this Amendment to September 30, 2025;

**NOW THEREFORE**, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. Consistent with Section III, A of the Agreement, the term of the Agreement is hereby extended to end on September 30, 2025.

2. Section III – Management Services, B. Scope of Services, is amended to add the following language:

IV. Management Analyst.

If budgeted and elected by BBRD, SDS shall provide an individual to serve in the position of a Management Analyst. The Management Analyst shall be considered an employee of SDS, but shall conduct himself/herself in accordance with the guidelines contained in the BBRD Employee Handbook of Policies and Procedures to the extent that said Policies and Procedures do not conflict with the policies and procedures contained in the SDS Employee Handbook or Personnel Guidelines.

The Management Analyst shall work under the general supervision of the Community Manager.

The Management Analyst shall have the following general duties and responsibilities as more specifically defined and assigned by the Community Manager:

- General Administrative Support
- Budget Development and Monitoring
- Project Management
- Public Relations
- Liaison to Internal and External Groups
- Temporary Supervisory responsibilities only as defined and assigned by Community Manager
- Related Duties as defined and assigned by the Community Manager

3. Section VII, Compensation, is amended, in part, to read as follows:

SECTION VII - COMPENSATION.

**A. ~~Total Maximum Management Services~~  
Base Management Services Fee and Management Analyst Fee.**

**FIGURE 1 ~~TOTAL MANAGEMENT SERVICES FEE~~  
BASE MANGEMENT SERVICES FEE**  
(October 1, 2017-September 30, 2025)

<u>Fiscal Year Period</u>	<u>Annual Amount</u>	<u>Monthly Fee</u>
10/01/17 to 9/30/18	\$151,500.00	\$12,625.00
10/01/18 to 9/30/19	\$155,287.56	\$12,940.63
10/01/19 to 9/30/20	\$159,169.68	\$13,264.14
10/01/20 to 9/30/21	\$163,149.00	\$13,595.75
10/01/21 to 9/30/22	\$167,227.68	\$13,935.64
10/01/22 to 9/30/23	\$171,408.37	\$14,284.03
10/01/23 to 9/30/24	\$175,693.58	\$14,641.13
10/01/24 to 9/30/25	\$180,085.92	\$15,007.16

In each Fiscal Year Period of this Agreement, BBRD shall pay to SDS the ~~total annual amount of the Total~~Base Management Services Fee listed above in Figure 1. Said fee shall be paid in the above referenced monthly installments. The ~~Total~~Base Management Services Fee is for all services performed by SDS, excluding the Management Analyst Fee, reimbursable expenses, and assessment roll preparation fees. Reimbursable expenses may not exceed Six Thousand Dollars and No/100 (\$6,000.00) annually, as outlined in Section VII E, Miscellaneous Expenses. During any period where a Community Manager is not provided by SDS, the Total Management Services Fee shall be reduced to Six Thousand Dollars and No/100 (\$6,000.00) per month.

**FIGURE 2 MANAGEMENT ANALYST FEE**  
(October 1, 2020-September 30, 2025)

<u>Fiscal Year Period</u>	<u>Annual Amount</u>	<u>Monthly Fee</u>
10/01/20 to 9/30/21	\$62,000.00	\$5,166.67
10/01/21 to 9/30/22	\$63,550.00	\$5,295.83
10/01/22 to 9/30/23	\$65,138.75	\$5,428.23
10/01/23 to 9/30/24	\$66,767.22	\$5,563.93
10/01/24 to 9/30/25	\$68,436.40	\$5,703.03

In each Fiscal Year Period of this Agreement, if budgeted and approved by BBRD, BBRD shall pay to SDS an annual amount of a Management Analyst Fee listed above in Figure 2. Said fee shall be paid in the above reflected monthly installments.

The Management Analyst Fee may be invoiced monthly by SDS with the Base Management Services Fee in Figure 1; however, the Management Analyst Fee shall constitute a separate fee solely related to the Management Analyst position. The Management Analyst Fee shall not apply during any period during which the Management Analyst position is not filled. The Management Analyst Fee shall be pro-rated for any portion of any month in which the position is partially filled. BBRD is not obligated to fund the Management Analyst position and may elect to eliminate the position in any Fiscal Year Period. Additionally, BBRD may elect to discontinue the Management Analyst position during any Fiscal Year Period in which the position has been previously budgeted upon sixty (60) days advance written notice to SDS. Sixty (60) days after written notice of BBRD's intent to discontinue the Management Analyst position, the position shall be deemed discontinued, and BBRD shall have no obligation to pay the Management Analyst Fee until the position is again budgeted and approved. Discontinuing the Management Analyst position in one Fiscal Year Period shall not prevent BBRD from budgeting and approving the position to be filled in any subsequent Fiscal Year Period. If the Management Analyst position shall become vacant during any Fiscal Year Period for which the position has been previously budgeted and approved (not caused by BBRD), SDS shall obtain BBRD's approval in advance of filling the Management Analyst position for the remainder of the Fiscal Year Period and beyond.

**B. Community Manager and Management Analyst Compensation.**

SDS shall be solely responsible for payment and management of the Community Manager's and Management Analyst's (if elected) salary, benefits, including health insurance, retirement plan, and paid time off.

**C. Financial Support.**

The Total Management Services Fee represents charges for financial advisory and budget support, data entry, official record keeping, and meeting preparation support, if necessary. It is understood by the parties that the District will provide the in-house staff necessary to conduct the day to day activities of the District. The role of SDS is to manage the affairs of the District through the Community Manager as provided for herein. It is further understood by the parties that SDS and the Community Manager are responsible to the Board and the in-house staff are responsible to SDS and the Community Manager.

**D. Assessment Roll.**

If BBRD utilizes the tax collector for collection of special assessments and SDS prepares the assessment roll at the option of BBRD, SDS charges and shall receive an additional Five Thousand Dollars and No/100 (\$5,000.00) for preparation and submission of the annual tax roll to the property appraiser and tax collector after approval by the Board, which shall be paid upon submission of the tax roll. This amount is not included in the Total Management Services Fee in Figures 1 of Section VII above.

**E. Miscellaneous Expenses.**

In addition to the above described fees, SDS shall be reimbursed for out-of-pocket expenses incurred in the performance of the services defined herein (i.e. photocopies, postage, long distance telephone calls, mileage, etc.). SDS will submit monthly invoices to BBRD for work performed under the terms of this Agreement; however, in no case shall out-of-pocket expenses exceed Five Hundred Dollars and No/100 (\$500.00) per month, without District approval. Payment shall become due and payable within thirty (30) days of receipt. Any such Per diem and travel expenses, including mileage reimbursement, shall be reimbursed in accordance with rates as provided in Section 112.061, Florida Statutes.

4. Except as amended herein, all other terms of the Agreement, all applicable previous amendments, shall remain in full force and effect from the effective date of this Amendment to September 30, 2025.

5. The terms of this Amendment of Agreement for Management Services shall take effect immediately.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment of Agreement for Management Services on the dates written below.

Signed, sealed and delivered  
in the presence of:

**BAREFOOT BAY RECREATION  
DISTRICT**

Witness:

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

\_\_\_\_\_  
Printed Name:

Printed Name: JOSEPH KLOSKY

As its: Chairman, Board of Trustees

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name:

Signed, sealed and delivered  
in the presence of:

Witness:

\_\_\_\_\_  
Printed Name:  
\_\_\_\_\_

\_\_\_\_\_  
Printed  
Name:\_\_\_\_\_

**SPECIAL DISTRICT SERVICES, INC.,**

By:\_\_\_\_\_  
Printed Name:  
Title:

Date:\_\_\_\_\_

## Board of Trustees Meeting Agenda Memo

Date: Tuesday, October 27, 2020  
Title: **Golf Course Irrigation Pumps Maintenance**  
Section & Item: 9.C  
Department: Golf  
Fiscal Impact: \$9,048.10  
Contact: Ernie Cruz, Golf Manager, John W. Coffey ICMA-CM, Community Manager  
Attachments: 50HP Quote  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Award of contract to Watertronics for maintenance of the two irrigation pumps at the Golf Course

### Background and Summary Information

The Golf Course irrigation system is supplied water by two pumps that pull water from the lake system (combination rain water and Brevard County reclaim water). The useful economic life span of the pumps are approximately 6 to 10 years (current pumps were installed in 2014 and 2015). With proper care and preventative maintenance, staff believes the length of service of these pumps can be extended thereby reducing long-term expenditures. The pumps turn on daily, year-round, and often multiple times a day during the hot summer months.

Watertronics is the service company BBRD has used for maintenance and replacement of the irrigation pumps and related components since 2003. Due to the quality service BBRD has received from Watertronics and that they are the provider of the current pumps, staff recommends continuing to use this vendor. The attached quote has maintenance of the two pumps listed separately and an alternate proposal listed afterwards as summarized below:

\$9,048.10 Removal, re-winding, maintenance and replacement of both pumps

\$7,693.50 Removal of both pumps and replacement with pre-used re-wound pumps

Although the second (alternate) option is less expensive, staff believes re-winding and maintenance of BBRD's pumps is a safer option as compared to replacing the pumps with pre-owned re-wound pumps. Sufficient funding is available in the FY21 Golf-Pro Shop Department's R&M Budget.

Staff recommends the BOT award contract to Watertronics in the amount of \$9,048.10 for the maintenance of both Golf Course irrigation pumps as proposed in their October 14th bid, while waiving the second bid requirement.

REVISED 10/14/20

October 9, 2020

[ecruz@bbrd.org](mailto:ecruz@bbrd.org)

Barefoot Bay Recreation District  
625 Barefoot Bay Blvd.  
Barefoot Bay, FL 32976-7305

Attn: Ernie Cruz, Manager

Re: 50HP Motor R&R  
MOTOR #2 AND MOTOR #3

Hello Ernie,

We appreciate this opportunity to quote you on the complete rewind of the 50HP motor on Pump #2, located at the Barefoot Bay Recreation Dist., Job #2001-208.

It is important to note that the following pricing is based on a sight unseen basis. Taking into consideration the visual condition of the motor, we are quoting a full rewind/worse case scenario. We will be able to provide a more accurate quote, once the motor is in our shop and a full inspection has been conducted.

1) MOTOR #2

MOTOR REWIND:

- Parts to include new bearings, oil, site glass, v-ring, space heater, overload klixon and rewind material \$1,479.05
- Labor to include dismantle, clean and inspect all parts. Install new parts, rewind stator, dip & bake and dynamically balance \$1,575.00

CRANE SERVICE:

- Pull motor #2 (estimated) \$ 500.00
- Re-install motor #2, pull motor #3 (estimated) \$ 500.00

FIELD LABOR:

- On site to pull motor and travel (estimated) \$ 360.00
- On site to reinstall, test and travel (estimated) \$ 360.00

**TOTAL \$4,774.05**

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## 2) MOTOR #3

### MOTOR REWIND:

- Parts to include new bearings, oil, site glass, v-ring, space heater, overload klixon and rewind material \$1,479.05
- Labor to include dismantle, clean and inspect all parts. Install new parts, rewind stator, dip & bake and dynamically balance \$1,575.00

### CRANE SERVICE:

- Re-install motor #3 (estimated) \$ 500.00

### FIELD LABOR (estimated)

- On site to pull motor and travel \$ 360.00
- On site to reinstall, test and travel \$ 360.00

**TOTAL \$4,274.05**

## 3) ALTERNATIVE OPTION:

This option will allow for both the motors to be pulled at the same time, a rewind motor from stock being installed, resulting in only 2 crane service charges and reduced on-site labor charges.

We would install a rewound motor from our stock to insure one of the pumps will be in operation and return at a later date to install the second repaired motor once completed.

### REWOUND MOTOR:

- 50 HP USEM motor, 1800 rpm, in stock (P/N: WO-3820) \$2,829.45

### 2<sup>ND</sup> MOTOR REWIND:

- Rewind of customer's motor, per pricing above \$3,054.05



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Alternative Option Continued :

CRANE SERVICE (estimated)

- |   |           |
|---|-----------|
| - 1 <sup>ST</sup> trip to pull motors #2 and #3, install motor (est.) | \$ 500.00 |
| - 2 <sup>nd</sup> trip to install motor #3 (est.)                     | \$ 500.00 |

LABOR (estimated)

- |   |                  |
|---|------------------|
| - 1 <sup>ST</sup> visit to pull motor #2 and #3, install motor and test | \$ 450.00        |
| - 2 <sup>nd</sup> visit to install motor #3 and test                    | <u>\$ 360.00</u> |

**TOTAL \$7,693.50**

Any applicable freight charges and taxes will be added at final invoicing.

Please review and let us know if you would like to proceed or if you have any questions.

Thank you,

Brenda Asel  
Admin. Assistant  
Watertronics  
321-255-3700

## Board of Trustees Meeting Agenda Memo

Date: Tuesday, October 27, 2020

Title: **Pool #2 Resurfacing**

Section & Item: 9.D  
Department: R&M/Capital Projects  
Fiscal Impact: \$43,327.00 plus permitting (Use of FY21 Contingency)  
Contact: Matt Goetz, Property Services Manager, John W. Coffey  
ICMA-CM, Community Manager  
Attachments: Family Pools bid, Family Pools executed contract 12Nov19  
Reviewed by  
General Counsel: No  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Approve proposal to resurface Pool #2 and replace ancillary items.

### Background and Summary Information

Circa late 2015 the side of the pit at Pool #2 collapsed due to the fiberglass structure being beyond its useful economic lifespan. Property Services staff made emergency repairs to the wall and added the replacement of the unit to the next fiscal year's budget (FY17). Each year staff solicited bids from pool companies within central Florida without any success (goal of doing the project in the slower summer months so solicitation of bids were put on hold each autumn until the new year). In response to the inability to obtain bids on pool projects, the BOT authorized a Request for Qualifications (RFQ) for pool services in late FY19 with Family Pools, Inc. being awarded a continuing services contract on November 8, 2019.

While inspecting Pool #2, Family Pools representative identified problem areas in the pool surface plus other items needing to be replaced and/or upgraded. The detailed bid costing \$43,327.00 (without the optional upgrade) is attached.

While proposed work is budgeted within the FY21 Approved Budget, staff believes funding the project through R&M/Capital Contingency now is a sound investment that will eliminate a future closure of the pool for said work. The vendor stated he will be able to perform the work immediately following the pit replacement project (in progress). Since, Family Pools, Inc. has a continuing services contract with BBRD, a second bid is not required.

Staff recommends the BOT approve the Pool #2 resurfacing proposal from Family Pools, Inc. in the amount of \$43,327 plus permitting and instruct staff to transfer the necessary budget from R&M/Capital Contingency.



Complete POOL & DECK Remodeling

**FAMILY POOLS, INC.**

**1-866-294-4011**



# PROPOSAL

873 SW South Macedo Blvd., Port St. Lucie, FL 34983

Diamond Brite / Pebble / Marquis / Gems / Brick & Tile

Heaters / Spraydeck / Pavers / Pool Equipment

www.familypoolsinc.com Licensed & Insured • State Certified • Lic. # CPC1456929

Date: **10/20/2020**

PROPOSAL SUBMITTED TO:	Phone <b>772-494-9985</b>		
Name <b>BAREFOOT BAY</b>	Job Name <b>SAME</b>		
Street <b>1080 PARKWAY DRIVE</b>	Job Address <b>SAME</b>	City/State/Zip	
City/State/Zip <b>BAREFOOT BAY , FL</b>	Subdivision / Gate Code		

**WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:**

**Pool Perimeter: 180LF / TIA: 2526**

**POOL RESURFACING: Empty Pool, Undercut Tile (when applicable), Returns, Main Drain, Clean Out, Check For Hollow Spots, (remove if any up to 50 sq. ft. - subject to terms on back) Apply Bonding Agent and Plaster. Replace Main Drain Cover(s). Fill Pool With Water From Onsite Spigot. Customer Shuts Water Off Upon Pool Fill. (Initial Start Up & Chemical Treatments NOT INCLUDED). Start Up, Chemistry & Maintenance Is Customer Responsibility. Permit to be billed at cost.**

**Replace 6"x6" bullnose cobalt backsplash tile**

**\$3,620.00**

**Replace 2"x 6" gutter lip tile non skid cobalt**

**\$3,520.00**

**Chip out 2 layers of existing pool surface**

**\$10,104.00**

**Resurface pool with standard exposed aggregate surface. (Oyster or Bluestone)**

**\$16,893.00**

**Resurface gutters with standard exposed aggregate surface. (Oyster or Bluestone)**

**\$4,500.00**

**Add bottom 4th step - new code requires this be done at pool resurface. Step can not exceed 10" and it is currently at 12"**

**\$1,600.00**

**Replace 2 handrails, handrails must be installed in bottom step.**

**\$2,400.00**

**Replace all gutter grates**

**\$395.00**

**Replace M/D F&G VGBA 16"x16"**

**\$295.00**

~~**OPTION: We recommend this upgrade, it is a better product for a commercial setting.**~~

~~**Upgrade pool surface to Wet-Edge Pebble Gulf White**~~

~~**\$5,600.00 added to resurface price above.**~~

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

total price & payment terms TBD Dollars (\$43,327.00) with payment to be made as follows:

All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Although every reasonable effort is made to repair stress and settlement cracks, etc., no guarantee can be made against their recurrence. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. This proposal is subject to acceptance within **15** days and is void thereafter at the option of the undersigned. This is a proposal; until signed by a member of management or officer of Family Pools Inc. and Customer, at which time it becomes an executed contract. It is further understood that there are no verbal agreements and all items discussed are written herein.

Authorized Signature **Frank Russo**

**ACCEPTANCE OF PROPOSAL**

The above prices, specification and conditions are hereby accepted and understood. Family Pools Inc. is authorized to do the work according to terms. Payment will be made as outlined above. (See terms and conditions on front and back for details.)

**ACCEPTED:** By signing this you agree to terms on back.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

# TERMS AND CONDITIONS

1. In the event the pool is located at a home not under construction with a Contractor, all references to the contractor are referring to the homeowner in this contract.
2. Family Pools, Inc. assumes no responsibility for any staining of the marcite/plaster after application if pool is not initially chemically treated by Family Pools, Inc. or whether caused by: pool refill not being filled through carbon filters (when applicable), poor condition of pool water, improper maintenance (high or low chlorine level, high or low alkalinity level, total calcium hardness, high or low PH level, etc.), abuse, and/or other conditions (calcium deposits, deterioratoin, erosion, etc.) shall not be covered under the terms of this guarantee. Completion shall be defined as that time when the pool is full of water, the equipment is in operation, and/or the pool is in use. It is understood that with any cementitious surface such as that of pool finishes it is normal to have some normal fluctuation, waviness and discoloration in the workmanship and materials due to the nature of the plastering application inherent variation in the raw materials and the effect on the hydration and curing processes. Imperfections are to be considered normal variation and tolerance levels for a free-hand troweled cement product and ARE NOT considered a failure of finish or poor workmanship. The Contractor's failure to make full payments to Family Pools, Inc. according to the contract and work order shall void any guarantee. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED INCLUDING AN IMPLIED WARRANTY OR MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. Regarding any contracted work, services, renovation listed herein: Contractor agrees and understands that although every attempt will be made to avoid overspray, spills, untidiness, staining, dyeing, to any property, foliage, or area it can and may occur during the construction/renovation process and the contractor accepts and assumes all responsibility for any clean up, repair, and/or product removal that may be necessary as a result. Contractor holds Family Pools, Inc. harmless whereby Family Pools, Inc. assumes no liability whatsoever for said related issue if and when they may arise, and in the event Family Pools, Inc. performs any clean up, repair, and/or product removal Contractor agrees to pay the fee set at a minimum of \$250.00
4. If more than 50 square feet of delaminated pool plaster has to be removed there will be an additional charge. If the pool has a plaster, paint, resin, or other coating that could not be seen or was not disclosed during the initial estimate, there will be an additional charge for the removal of said materials.
5. The Contractor shall grant Family Pools, Inc. ample access for all equipment, personnel, subcontracted laborers, technicians and materials to the site, the use of water and/or electrical power and the right to store material and/or equipment at the Contractor liability during construction. The Contractor assumes all responsibility for clearance of or damage to anything in the area of access, whether on the owner's property or property of others. The Contractor indemnifies and holds Family Pools, Inc. harmless for damage to patio and/or deck furniture, screens, decorative matter/belongings, landscaping, paving, driveways, sprinklers, trees, shrubs, sewer lines, water lines, or other items above or below ground in the area of access and/or construction, failure to provide this access constitutes applicable charges and fees to the Contractor at a rate of \$125.00 per hour at a minimum of \$500.00 each occurrence.
6. When electrical wiring and hook up are made the responsibility of Family Pools, Inc, under this contract any relocation of power lines, conduits, increase and/or modification, in the existing electrical service, unless otherwise specifically stated, is not covered under the base price of this contract and shall be considered a change order or addition pursuant to the conditions of paragraph above. Each item included under electrical wiring and hook up shall be clearly stated on the reverse side of this contract.
7. Family Pools, Inc. is not liable for damage to pool and/or spa lights, equipment, main drains, skimmers, or plumbing of any kind whether working or not prior to work commencement. Damages may occur and should be expected during the construction/renovation project.
8. Any items not specifically stated on reverse side of this Contract which are encountered shall be considered as not included in this contract and shall not be the responsibility of Family Pools, Inc. This refers to but is not limited to soil conditions or objects above or below the ground, including but not limited to the location of the septic tank, the location of drain field, any and all pipes, or other terms of plumbing or electrical lines, or any other conditions below the ground of which should be disclosed to Family Pools, Inc.
9. The Contractor indemnifies and hold Family Pools, Inc. harmless for damages to the Owners property/contracted jobsite as a result of encountering any object or condition not specifically detailed or disclosed under line item per the front side of this contract if hard rock, muck or water are encountered which would delay the job and/or require additional expense the Contractor agrees to pay Family Pools, Inc. upon billing for the additional cost incurred pursuant to the provisions of paragraph 3 above. Family Pools, Inc. shall not be responsible for seawalls or tie backs whatsoever.
10. Family Pools, Inc. reserves the right at any time to stop work for the following reasons but not limited to only these reasons if the delay is caused by theft of materials, equipment, etc. or damage to work in progress the customer agrees to be fully responsible for all costs and repairs/replacement and any delay damages as listed herein, in the event any payment is past due according to the payment schedules of this contract. Family Pools, Inc. also reserves the right to, at any time, stop work on this particular contract if Contractor is in arrears for any payments due on any other contracts the Contractor has executed with Family Pools, Inc. whether on this job or any other job. Contractor expressly agrees that Family Pools, Inc. shall retain title and repossess without process of law all equipment, safety equipment, cleaning equipment, etc. until all payments required under this contract have been made in full. The Contractor expressly agrees that Family Pools, Inc. shall have permission for entry to or on any premises to remove these articles.
11. Any modification, or modification attempts, repairs, etc. made to any work, workmanship, installations, equipment, etc. that was provided by Family Pools, Inc. as per this contract by an outside source other than Family Pools, Inc. will render any and all warranties null and void. Family Pools, Inc. reserves the right to complete all warranty work solely to the area of issue. Draining of the swimming pool/spa may be necessary and there is no guarantee that a patch of any kind, whether it is in plaster, pebble, paint, concrete, decking, paver, etc. will match. A patch is to be considered an acceptable and effective warranty effort and repair and will likely stand out or not match its surrounding areas. This is not to be considered incorrect or a repair failure. The size of the area to patch as well as the materials used for said purpose is at the discretion of Family Pools, Inc.
12. All materials and methods of construction/renovation/remodeling of decks if contracted by Family Pools, Inc. are in accordance with and/or inspected by the local building department. Family Pools, Inc. does not warranty the concrete deck area, plaster or tile against cracking due to expansion, contraction or minor settling.
13. This contract is based upon labor, material and subcontractor costs as of the accepted date of this contract effective for a period of thirty days there from. In the event Family Pools, Inc. is unable to complete all construction prior to the expiration of the thirty day period the contract price will be increased for all actual increases in labor, insurance, material, and subcontract costs which Family Pools, Inc. incurs as subsequent to said thirty day period, plus an additional 35% of such increases which represents Family Pools, Inc. overhead cost and profit on such increases.
14. Family Pools, Inc. neither warrants nor guarantees any start and/or completion dates for the construction/renovation of the swimming pool and/or deck. If the Contractor should terminate, cancel, or delay this contract at any time subsequent to the entry into said contract, (cancellations must be submitted in writing within 72 hours after signing the contract via registered mail) deposits, and/or any monies rendered on contracts cancelled without proper written notice as mentioned herein will not be refunded, NO EXCEPTIONS: if for any reason the Contractor delays or refuses to permit Family Pools Inc. to proceed with and complete the work specified herein Family Pools Inc. damages would be difficult if not impossible to determine, therefore the Contractor agrees to pay to Family Pools Inc. reasonable liquidated damages, and not as a penalty an amount equal to 25% of the contract price plus all actual calculable damages such as costs and expenses prior to the date of such cancellation by the Contractor. Upon cancellation Family Pools Inc. shall not have any further responsibilities/liabilities under such said contract, including but not limited to warranties. This is in addition to any further legal right Family Pools Inc. reserves/has. In the event if Family Pools Inc. is made to refer this matter to legal counsel as a result of default, or non-payment by the owner, Family Pools Inc. shall be entitled to recover any and all legal fees including attorney's fees and cost of suit, in addition to such other amounts as may be allowed by law.
15. Family Pools, Inc. is not responsible for floatation of pool or deck cracking due to external water. Any cracking or delamination of plaster associated with structure deficiency of pool shell is not covered under any warranty nor is it the responsibility of Family Pools, Inc. Family Pools, Inc. is not responsible for any damages associated, caused by, or due to draining pool, landscaping, washouts, etc. Water tightness of the pool structure in any case is not the responsibility of Family Pools, Inc. and unless Family Pools, Inc. is installing new plumbing for which the new installation provided by Family Pools, Inc. is what Family Pools, Inc. would be responsible for, Family Pools, Inc. is not responsible for any leaks that may occur other than at the main drain plug. Any service calls associated with leaks other than at the main drain plug will be the responsibility of the customer and be billed to the customer at which time will be due upon receipt.
16. IN THE EVENT THAT ANY WORK PERFORMED BY FAMILY POOLS, INC. IS WHOLLY OR PARTIALLY DESTROYED OR DAMAGED DUE TO FIRE, WATER, VANDALISM, ACTS OF GOD OR ANY OTHER CAUSE BEYOND THE CONTROL OF FAMILY POOLS, INC. THE LOSS SHALL NOT BE SUFFERED BY FAMILY POOLS, INC. AND THE CONTRACTOR INDEMNIFIES AND HOLDS FAMILY POOLS, INC. HARMLESS FOR SUCH LOSS.
17. In the event Contractor is in arrears on any payments due to Family Pools, Inc. on any other contracts executed with Family Pools, Inc. whether on this job or any other job, and the work on this contract not commenced, then Family Pools, Inc. may declare this contract to be null and void and Contractor shall forfeit any and all deposit/draw payments and be responsible to Family Pools, Inc. for all actual expenses incurred by Family Pools, Inc. on behalf or because of this contract.
18. Contractor is responsible for all water costs. Contractor is responsible for supplying the water to fill pool promptly after the plaster or additional charges will be incurred by Contractor. Contractor is responsible for pool maintenance & chemistry upon completion of contract including whereby Family Pools, Inc. supplies only the initial chemical treatment. Water is to be kept running until pool is full, finish is to be brushed and pool chemistry must be maintained and kept at normal levels by contractor.
19. Any checks that are cancelled, returned NSF, have a stop payment placed on them, or are non-transferable in any way whatsoever will result in the Contractor having to pay the amount of said check and a fee of \$650.00. Any contractual payments made via credit card will be subject to pay the convenience fee.
20. Any subsurface water encountered must be capable of being handled with a 1 ½ HP pump and one well point for new pool construction. Subsurface water on renovations, remodels, or any pre-existing swimming pool/spa projects must be capable of being handled with a 1 ½ HP pump utilizing the existing underdrain line; in the event the underdrain line for the pool/spa structure is not available or usable, Contractor reserves the right to stop the project. The Owner will be responsible for all costs associated with dewatering above and beyond the subsurface water capabilities herein for their project.
21. Family Pools Inc. is not responsible for liner wrinkles, floating liners, floor or wall imperfections and/or chemical damage to vinyl liners. The aforementioned complications are not to be considered a failure of product or workmanship and will not be warrantied.

## FLORIDA HOMEOWNER'S CONSTRUCTION RECOVERY FUND

Payment, up to a limited amount, may be available from the Florida Homeowner's Construction Recovery Fund if you lose money on a project performed under contract, where the loss results from specified violations of Florida Law by a licensed contractor. For information about the recovery fund and filing a claim, contact the Florida Construction Industry Licensing Board at the following number and address:

Construction Industry Licensing Board - 2601 Blairstone Road Tallahassee, FL 32399-1039 or phone 850-487-1395



**INDEPENDENT CONTRACTOR AGREEMENT  
FOR POOL CONSTRUCTION AND CONSULTATION SERVICES**

**THIS INDEPENDENT CONTRACTOR AGREEMENT** ("Agreement") is made and entered into this 12 day of NOVEMBER, 2019, by and between **BAREFOOT BAY RECREATION DISTRICT**, (hereafter referred to as "BBRD"), whose address is 625 Barefoot Boulevard, Barefoot Bay, Florida 32976 and **FAMILY POOLS, INC.** (hereafter referred to as "Family Pools") whose address is 873 SW South Macedo Boulevard, Port St. Lucie, FL 34983.

**RECITALS**

**WHEREAS**, BBRD is a mobile home recreational district in the State of Florida; and

**WHEREAS**, Family Pools provides "Pool Construction, Consultation, and Inspection Services" and is licensed in the State of Florida to provide said services; and

**WHEREAS**, BBRD is desirous of engaging a firm to provide "Pool Construction, Consultation, and Inspection Services;" and

**WHEREAS**, it is determined to be in the mutual advantage of BBRD and Family Pools to enter into this Agreement set forth herein.

**NOW, THEREFORE**, in consideration of the covenants and agreements herein contained, the parties agree as follows:

**AGREEMENT**

1. **Recitals.** The above recitals are true and correct, form a material part of, and are incorporated into this Agreement.
2. **Scope of Services.** Family Pools hereby agrees to perform "Pool Construction, Consultation, and Inspection Services" for BBRD as specifically directed by BBRD. Such services shall include, but not be limited to, those services specifically referenced in BBRD Request for Qualifications #2019-04, which is incorporated herein by reference as Exhibit "A."

Family Pools specifically agrees to maintain any and all appropriate local, State, and/or Federal licenses necessary to perform work as outlined in the Scope of Services.

3. **Fees for Services.** Family Pools will invoice BBRD for work performed at the following rates:

Consultation and Inspection Services: \$250.00 per hour per professional involved in the provision of services.

Construction Projects: Overhead and profit rate of 40%. "Overhead and profit" shall be interpreted to apply to all costs above materials and permitting costs. Construction

projects shall be submitted as separate proposals per job and shall be outside of hourly rate fees billed for consultation and inspection services.

Family Pools may bill travel time when engaging in Consultation and Inspection Services at the set hourly rate for one-way travel from Port St. Lucie to BBRD. Travel time shall not be separately billed as part of any Construction project proposal.

4. **Relationship of Parties/Insurance.** The parties hereby agree and intend that the relationship of Family Pools to BBRD is that of an independent contractor. Family Pools shall provide a copy Family Pool's Certificate of Liability, Workers Compensation, and Auto Insurance listing Barefoot Bay Recreation District as an additional insured in regard to Liability Insurance.

5. **Indemnification.** Family Pools 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 Family Pools, or anyone directly or indirectly employed by Family Pools, 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, Family Pools 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.

BBRD shall indemnify and hold harmless Family Pools 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 negligent actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the negligent 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 by BBRD or BBRD's agents. As part of this indemnification, BBRD agrees to pay, on behalf of Family Pools, the cost of Family Pool's legal defense as may be selected by Family Pools for all claims described in this paragraph. Such payment on behalf of Family Pools shall be in addition to any and all legal remedies available to Family Pools and shall not be considered to be Family Pools exclusive remedy. The parties acknowledge that specific consideration has been exchanged for this provision.

6. **Insurance.** Family Pools shall maintain and provide valid and current Certificates of Insurance (naming BBRD as an additional insured) at the following policy limits:

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.

7. **Term, Termination, and Renewal.**

- (a) This Agreement shall commence upon the last date of execution by either party (hereinafter, "Effective Date") and will continue through September 30, 2022. Thereafter, this Agreement may be renewed for an unlimited number of three-year terms upon written Agreement of both parties (executed on or before the expiration date of each subsequent term).
- (b) This Agreement may be terminated by either party, with or without cause, upon sixty (60) days prior written notice to the other; provided however, that if Family Pools terminates this Agreement, Family Pools shall, in accordance with the terms and conditions hereof, nevertheless wind up in an orderly fashion projects for BBRD which Family Pools began prior to the date of notice of termination hereunder. Notwithstanding the foregoing, should Family Pools terminate this agreement for BBRD's failure to pay for prior services rendered Family Pools shall have no further obligation to perform any services or complete any ongoing projects.
- (c) Upon termination of this Agreement for any reason, Family Pools shall be entitled to receive such compensation for services rendered under the terms of this Agreement, but are unpaid, as of the date Family Pools ceases work under this Agreement. However, in the event that either party terminates this Agreement in advance of the conclusion of any full term, Family Pools shall not be entitled to receive any additional payment beyond those amounts due for services previously provided.

8. **Other Agreements.**



- (a) No alteration or modification of this Agreement shall be valid unless made in writing and executed by Family Pools and BBRD.
- (b) Family Pools and BBRD mutually represent that, to the best of their knowledge, neither currently has any agreement with, or any other obligation to, any third party that conflicts with the terms of this Agreement. The parties agree that they shall not intentionally and knowingly enter into any such conflicting agreement. BBRD and Family Pools each have the full authority to enter into this Agreement without consent or approval of any third party. Each party has had the opportunity to consult with legal counsel regarding the terms of this Agreement. This Agreement shall not be construed against either party as if they were the drafter of this Agreement.
- (c) This agreement is a non-exclusive Agreement. The parties agree that BBRD shall have the sole authority and right to hire other independent contractors to provide the same and/or similar services as Family Pools under this Agreement at any time.
9. **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, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing such action.
10. **Notices.** All notices, requests, demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or mailed registered or certified mail, return receipt requested, and postage prepaid:

If to BBRD:

John W. Coffey, Community Manager  
Barefoot Bay Recreation District  
625 Barefoot Bay Boulevard  
Barefoot Bay, Florida 32976  
jcoffey@bbrd.org

If to Family Pools:

Frank Russo  
Family Pools, Inc.  
873 SW South Macedo Boulevard  
Port St. Lucie, FL 34983  
frank@familypoolsinc.com

or to such other addresses as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective on receipt.

E-mail correspondence can be used, but will not be considered official correspondence unless recipient acknowledges receipt of the message.

11. **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.
12. **Assignment and Binding Effect.** 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.
13. **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.
14. **Public Records.** All documents, maps, drawings, data and worksheets prepared by Family Pools for BBRD under this Agreement shall be deemed public records pursuant to Chapter 119, Florida Statutes and shall be maintained as public records by Family Pools. Family Pools agrees to provide access to such public records on the same terms and conditions that BBRD provides such public records and at a cost that does not exceed that provided for pursuant to Chapter 119, Florida Statutes or otherwise provided by law. Family Pools agrees to ensure that public records that are confidential and exempt from disclosure are not disclosed except as authorized by law. Family Pools 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 Family Pools deals with or develops during the course of this Agreement shall remain the sole and exclusive property of BBRD, and in no event shall Family Pools acquire any interest therein. Family Pools agrees that in the event of termination of this Agreement, Family Pools shall promptly return at no cost to BBRD all public records documents in Family Pools's possession at the time of termination. Duplicate public records that are exempt or confidential shall be destroyed by Family Pools at the time of termination. Public records maintained by Family Pools 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.

**IF FAMILY POOLS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FAMILY POOLS'S DUTY TO**

PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,  
CONTACT STEPHANIE BROWN, THE CUSTODIAN OF PUBLIC  
RECORDS AT:

STEPHANIE BROWN  
625 BAREFOOT BLVD.  
BAREFOOT BAY, FL 32976  
(772) 664-3141  
STEPHANIEBROWN@BBRD.ORG

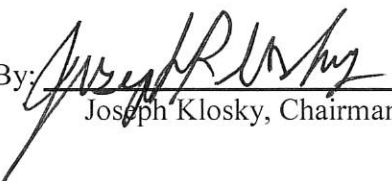
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the  
date first above written.

Family Pools, Inc.

By:   
Frank Russo, President

Date 11.12.19

Barefoot Bay Recreation District

By:   
Joseph Klosky, Chairman, BBRD

Date 11/18/19

## Board of Trustees

## Meeting Agenda Memo

Date: Tuesday, October 27, 2020  
Title: **Open Meeting Preferences**  
Section & Item: 9.E  
Department: Administration, District Clerk  
Fiscal Impact: TBD  
Contact: Cliff Repperger, General Counsel, General Counsel, John W. Coffey ICMA-CM, Community Manager  
Attachments: layout options  
Reviewed by  
General Counsel: Yes  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Review of options and direction to staff regarding how open BOT meetings should operate starting November 13, 2020.

### Background and Summary Information

Governor DeSantis has indicated that Executive Order #2020-69, which has been extended by Executive Order # 2020-246 and allows BBRD to continue to run the BOT meetings under the BBRD BOT Communication Media Technology Rules and Procedures through the end of October 2020, will not be further extended.

As previously stated, staff plans to continue indefinitely the livestream of BOT meetings on [www.bbrd.org](http://www.bbrd.org) unless otherwise directed by the BOT. Absent an additional extension of the Executive Order #20-69, staff believes the following decisions need to be made by the BOT in this meeting so staff can properly notify the community of the new BOT meeting rules effective November 13, 2020:

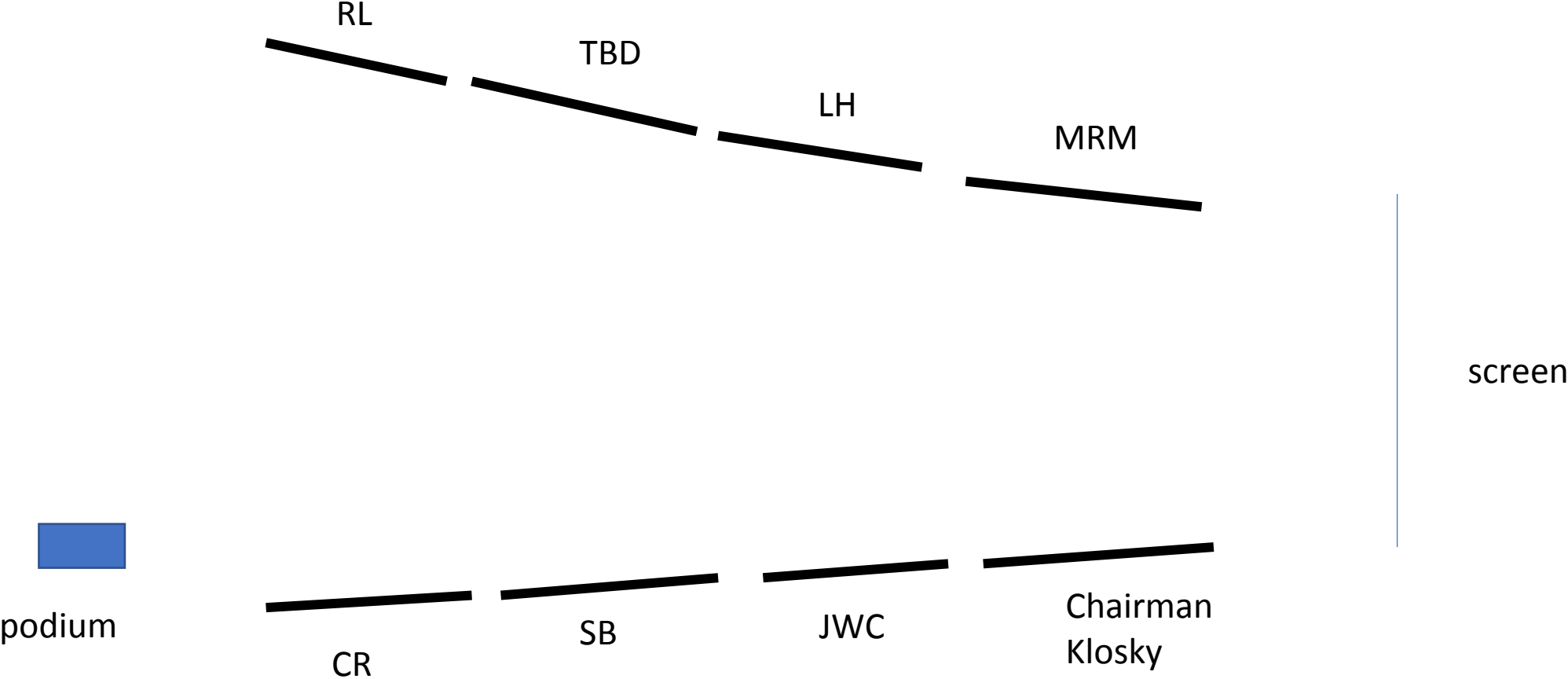
- Set up of the "dais"
  - Current set up of one person per (6-feet long) table (uses 8 tables) provides maximum practical social distancing but limits the number of people in the audience.
  - "Reconnecting" to two sides into the old horseshoe style while maintaining one person per table (uses 8 tables) would permit approximately 25-30 people in the audience assuming approximate 2.5 feet separation of chairs.
  - Shift to three persons per two tables horseshoe style (uses 5 tables) would allow additional audience members (exact number unknown at the date of the drafting of the memo)
- Use of outside speakers for overflow audience.
  - This required practice was used in the past for highly attended meetings when the old normal capacity was reached. When capacity of the building is reached, persons wishing to address the BOT under audience participation must be allowed in the building to speak.
- Remote Audience participation options
  - Use of conference call system for audience participation.
  - Staff recommends this be discontinued due to on-going problems of feedback sound from callers.
- Use of speaker phone
  - For persons not wishing to enter a closed building due to health concerns, staff recommends continuing the practice of calling people directly upon request for their audience participation as opposed to the use of a conference call line.



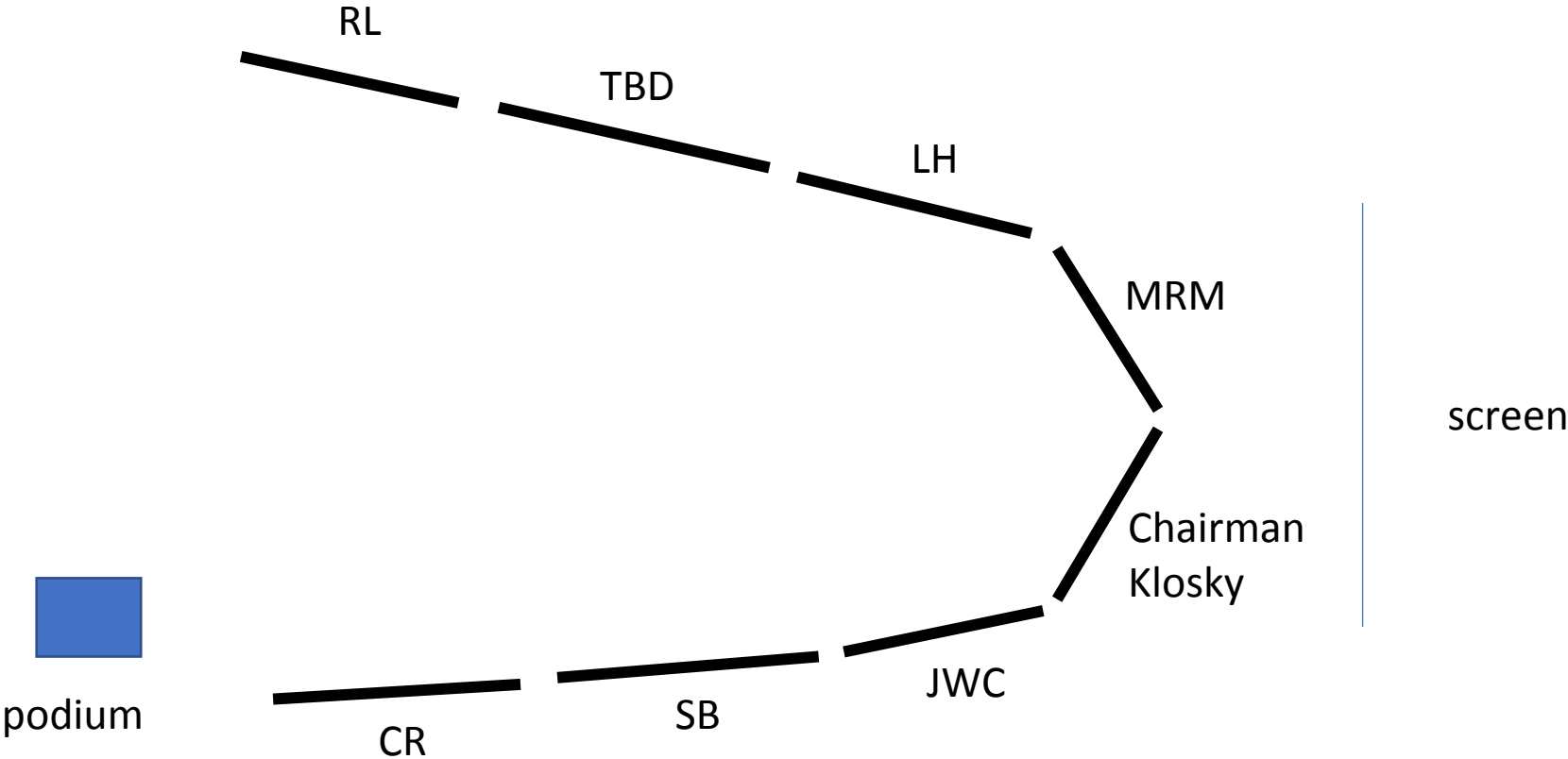
- Health Precaution Options for those attending the meetings
  - Continuation of pre-entrance contactless temperature screenings (recommended)
  - Facial covering requirements (except when speaking or seated at the dais) (recommended)
  - Open doors: Propping all doors open to allow for increased ventilation, although there would be a chance of discomfort due to heat, cold, or humidity. (not recommended)

Staff requests direction on how the BOT wishes to operate their meetings starting in November.

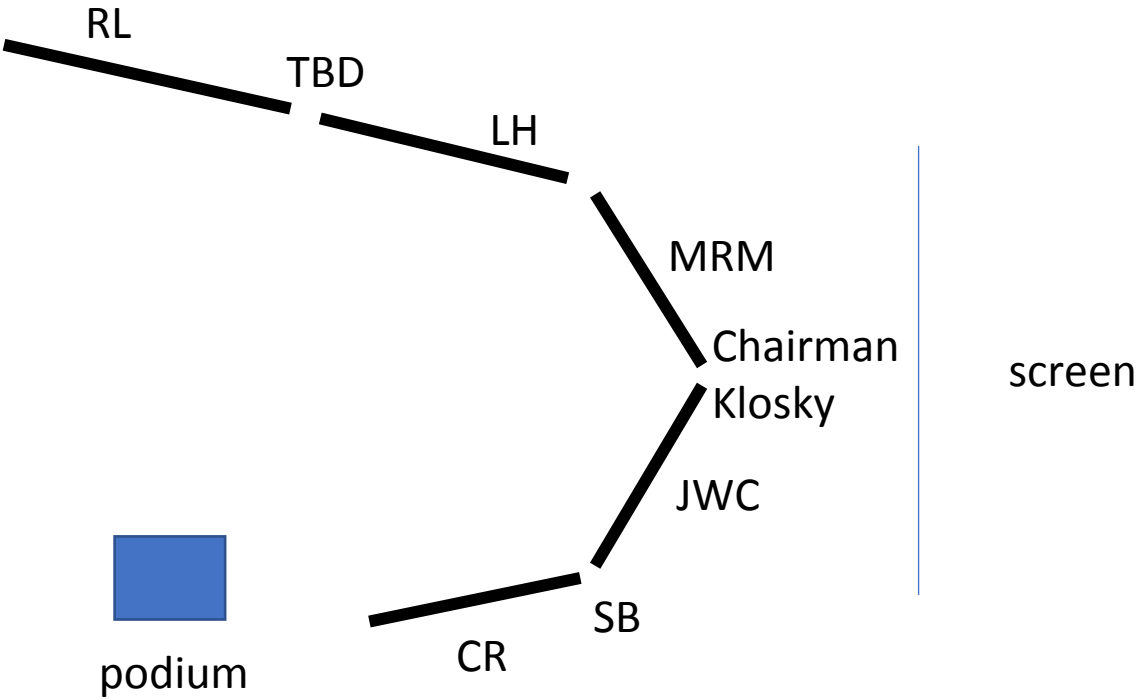
One Person per Table



One Person per Table  
Horseshoe style



Three Persons per Two  
Tables Horseshoe style





## Board of Trustees

Date: Tuesday, October 27, 2020  
Title: **Budget Review Presentation**  
Section & Item: 9.F  
Department: Administration, District Clerk  
Fiscal Impact: N/A  
Contact: John W. Coffey ICMA-CM, Community Manager  
Attachments:  
Reviewed by  
General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Review of information and direction to staff.

### Background and Summary Information

At the October 9, 2020 BOT Meeting, Trustee Maino asked staff to present a review of the current Budget situation for the public. Due to the COVID-19 exposure shut down on Sunday, October 18, 2020, the Community Manager was unable to finalize the presentation in time to include it in this agenda packet. Said presentation will be provided to the Trustees prior to the meeting and placed on [www.bbrd.org](http://www.bbrd.org) so the public can access the data before the meeting.



## **Barefoot Bay Recreation District**

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

Phone 772-664-3141

Fax 772-664-1928

**Memo To:** Board of Trustees

**From:** John W. Coffey, Community Manager, ICMA-CM

**Date:** October 27, 2020

**Subject:** Manager's Report

### Resident Relations

#### **ARCC Meeting 10/13/20**

- (1) Old item – Extension denied
- 12 Consent items – 11 approved & 1 denied
- 6 Other items – 4 approved & 2 denied

#### **ARCC Meeting 10/27/2020 Agenda**

- 24 Consent items
- 11 Other items

#### **Next ARCC Meeting**

- Scheduled for November 10th in the Administration Bldg. at 9am

#### **Violations Committee Meeting 10/09/20**

- 5 Cases came into compliance prior to the meeting
- 2 DOR is working with the homeowner
- 5 Cases found in violation

#### **Violations Committee Meeting 10/23/20**

- 11 cases are on the agenda

#### **Next Violations Committee Meeting**

- Scheduled for November 13th in Bldg. D/E at 10am

### Property Services

- Installed shelving and storage at the new shed for garden club
- Disinfected Property Services Complex and Administration Building after COVID-19 exposure
- Added clay and sand mixture to the Softball Field
- Completed sod installation at the Gunther Bypass golf cart path
- Took down the storm shutters at the 19th Hole
- Reinstalled the picnic tables at the 19th Hole
- Obtained state contracting bids for FY21 replacement trucks (planned for November 13<sup>th</sup> agenda)
- Continued to solicit for bids/quotes for various projects

### Golf-Pro Shop

- Golf Course hours will change effective November 1<sup>st</sup> (Daylight Saving Time ends)
  - 7 am – 5:30 pm
- Golf Course Closed for election day (all day)
  - November 3<sup>rd</sup>
- November 23<sup>RD</sup> & 24<sup>TH</sup> (Course Overseeding)
  - 23<sup>rd</sup> Back Nine and Putting Green Closed
  - 24<sup>th</sup> Front Nine and Driving Range Closed
  - The golf course is being sprayed with herbicides to kill weeds to prepare for annual overseed. Course will be turning yellow and brown