



**BAREFOOT BAY
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting
August 23, 2022 at 1:00 PM

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Additions or Deletions to the Agenda**
- 5. Approval of the Agenda**
- 6. Presentations and Proclamations**
- 7. Approval of Minutes**
 - A. BOT regular meeting minutes dated August 11, 2022.
- 8. Treasurer's Report**
 - A. Treasurer's Report
- 9. Audience Participation**
- 10. Unfinished Business**
 - A. Lounge Outside Bar Award of Contract
 - B. Lounge Outside Bar Plumbing Award of Contract
 - C. Selection of RFP Evaluation Committee Member for Pool #1 Pit and Heater Relocation and Replacement Project
- 11. New Business**
 - A. ARCC Appointment
- 12. Manager's Report**
 - A. August 23, 2022 Manager's Report
- 13. Attorney's Report**
- 14. Incidental Trustee Remarks**
- 15. 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 RECREATION DISTRICT

Board of Trustees Regular Meeting

August 11, 2022

1PM –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on August 11, 2022, Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Maino called the meeting to order at 1PM.

Pledge of Allegiance to the Flag

Led by Mr. Loveland.

Roll Call

Present: Mr. Loveland, Mr. Brinker, Mr. Maino, Mr. Morrissey. Also, present, Kent Cichon, Community Manager, John Cary, General Counsel, Stephanie Brown, District Clerk, Rich Armington, Resident Relations/HR Manager, Kathy Mendes, Food & Beverage Manager, Charles Henley, Finance Manager, Matt Goetz, Property Services Manager, and Mackenzie Leiva, Management Analyst. Mr. Amoss was excused.

Additions or Deletions to the Agenda

None.

Approval of the Agenda

Mr. Morrissey made a motion to approve the agenda as is. Second by Mr. Brinker. Motion passed.

Presentations and Proclamations

None.

Approval of Minutes

Mr. Brinker made a motion to approve BOT regular meeting minutes dated July 26, 2022. Second by Mr. Morrissey. Motion passed.

Treasurer's Report

Mr. Brinker made a motion to approve the Treasurer's Report for August 11, 2022, as read. Second by Mr. Morrissey. Motion passed.



BAREFOOT BAY RECREATION DISTRICT

Audience Participation

Louise Crouse-808 Sapodilla Dr-invited residents to attend an event on September 11th at Concordia Lutheran Church (300 Barefoot Blvd) from 1-3:30pm to honor our veterans and community.

Elaine Vanberschot-1090 Parkway Lane-reminded residents of the upcoming Candidate Forum on September 27, 2022, in Building A and an informal gathering in late October under the pavilion to meet the BOT candidates.

Unfinished Business

Classification & Compensation Study Recommendation

Resolution 2022-17 Read by Mr. Cary:

A RESOLUTION OF THE BAREFOOT BAY RECREATION DISTRICT SUPERSEDING AND REPLACING RESOLUTION 2021-14 AND ADOPTING AN EMPLOYEE PAY AND CLASSIFICATION PLAN FOR FISCAL YEAR 2022-2023; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT WITH OTHER PROVISIONS; AND, PROVIDING FOR AN EFFECTIVE DATE.

Mr. Loveland spoke in favor of the employee pay and classification plan. He asked Mr. Goetz about the employee call out and if the amount was still \$25. Mr. Goetz responded that the amount is correct and if an employee exceeds the \$25 worth of time, the employee will get paid overtime. Mr. Brinker agreed with Mr. Loveland and expressed his gratitude to staff for the work done on the pay and classification plan. Mr. Morrissey agreed with Mr. Loveland and Mr. Brinker. Mr. Maino voiced his concern about the amount of money needed to address compression and how the Employee Pay and Classification Plan will affect the BBRD budget and staffing. Mr. Loveland suggested researching employees' job descriptions and efficiency, and how to best utilize revenue.

Mr. Loveland made a motion to accept Resolution 2022-17 as read. Second by Mr. Morrissey. Motion passed. 4-0 (vote).

New Business

Liability & Workers Compensation Insurance Award of Contract

Staff recommends the BOT renew liability and workers' compensation insurance coverage to Florida Insurance Alliance in the amount of \$153,282. After the FY22 Audit is completed, staff will prepare a budget amendment for consideration by the BOT moving the surplus \$1,020 from the various accounts to R&M/Capital Contingency.

Mr. Loveland made a motion to renew liability and workers' compensation insurance coverage to Florida Insurance Alliance in the amount of \$153,282. Second by Mr. Morrissey. Motion passed.



BAREFOOT BAY RECREATION DISTRICT

Employee Insurance Renewals

Mr. Armington gave an overview of the new insurance plan (Florida Blue-medical insurance) as well as the renewing insurance plans (Principal for dental, vision, group life, and short-term disability).

Health Insurance

Staff recommends the BOT adopt the following Florida Blue plans for FY23 90% employer-paid premiums and at 40% dependent coverage at an estimated cost of \$395,214:

1. PPO 03748
2. HMO Blue Care 54 (Obamacare affordable plan)

Dental Insurance

Staff recommends the BOT award contract for dental insurance to Principal at a cost of \$6,960 to BBRD.

Group Life and AD&D Insurance

Staff recommends the BOT award contract for Group Life and AD&D Insurance to Principal at an annual cost of \$1,757 (9% increase).

Vision Insurance

Staff recommends the BOT award contract for employee paid vision insurance to Principal for the VSP Choice plan at no cost to BBRD.

Supplemental Short-Term Disability Insurance

Staff recommends the BOT award contract to Principal for supplemental life and accidental death & dismemberment (AD&D) insurance at zero cost to BBRD.

Mr. Brinker made a motion to accept employee insurance renewals as presented by Mr. Armington for the total amount of \$403,931. Second by Mr. Morrissey. Motion passed.

Authorization of Certificate to Non-Ad Valorem Assessment Roll for FY2022/23

Resolution 2022-18 Read by Mr. Cary:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; PROVIDING FOR THE PREPARATION, ADOPTION, AND AUTHORIZATION OF CERTIFICATION OF A NON-AD VALOREM ASSESSMENT ROLL; PROVIDING FOR CORRECTIONS OF ERRORS AND OMISSIONS; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

Mr. Loveland made a motion to accept Resolution 2022-18 as read. Second by Mr. Brinker. Motion passed.



BAREFOOT BAY RECREATION DISTRICT

Proposed New BOT Meeting Times

Mr. Loveland spoke in favor of staff offering residents direction on how to participate in a BOT meeting if they are unable to attend. Mr. Maino provided an explanation for conducting BOT regular meetings during the day.

Mr. Cichon read a letter from Mr. Amoss who spoke in favor of waiting for the new BOT to take office in January 2023 before making any changes to BOT Meeting dates and times. Mr. Brinker spoke in favor of the BOT meeting dates and times remaining the same. Mr. Morrissey spoke in favor of 1 night BOT regular meeting a month.

Manager's Report

Resident Relations

ARCC Meeting 8/2/2022

- 3 Old Business – approved
- 12 Consent Items – 12 approved
- 10 Other Items – 9 approved and 1 denied

VC Meeting 7/22/2022

- 8 Cases – came into compliance prior to the meeting
- 9 Cases – found to be in violation

VC Meeting 8/12/2022

- 29 Cases to be presented

July Home Sales

- 32 homes were sold
- 30 orientations
- 57 residents present

Food & Beverage

- On August 20th take a trip to Barefoot Treasure Island with music by TC and Sass. This is a Pirates and Wenches themed event with prizes for best costumes. There will be an Island Style buffet from 5-7 p.m. and music from 6-10 p.m. Tickets for the buffet are on sale in the Lounge, the 19th Hole, and the Administration building.
- Music Bingo will be held in the Lounge on Monday, August 22. The County is setting up voting machines for the Primary election on August 23, 2022, so the building will not be available.
- Groove Infusion, a dance band from Orlando, is back in Barefoot Bay on Friday, August 26th from 7-10:30 p.m.



BAREFOOT BAY RECREATION DISTRICT

Flyers with all the details are posted.

Property Services

- Replaced drinking fountain @ Pool #1 grill area
- Constructed ballot box for the Administration office
- Trimmed out windows @ D&E
- Replaced rotten sections of siding on the pumphouse
- Repaired irrigation at the Administration Office
- Continued to solicit bids for the beach restrooms
- Repaired the locks on the fishing pier
- Cleaned up tree that came down near the Administration Building
- Removed dead oak tree in Building A parking lot
- Ordered paint for the Lounge
- Cleaned the carpets in the dining room of the 19th Hole
- Cleaned the carpets in the lounge
- Continued to replaced wood fence at the softball field
- Serviced BBRD equipment

Golf Operations

- Greens Renovation #10 and Practice Green
 - In Grow-in phase
 - Temporary green on Hole #10 in play until duration of project completion
 - ETC: October
- Point of Sale System for golf course
 - Our Golfnow system becomes obsolete in June 2023
 - Researching new POS System vs. continuing with new Golfnow system with new terms
- Lawn Bowl & Softball Field
 - ABM states fields will be ready for play before peak season play

General Information

DOR ballot referendum package has been mailed out and the deadline for residents to return ballots is October 4, 2022

Coffee Tea and Chat with the Community Manager will be held on August 25, 2022, at 6:30pm in Building D/E



BAREFOOT BAY RECREATION DISTRICT

Attorney's Report

Mr. Cary stated that the Brevard Board of County Commissioners approved the resolutions for the trustee term limits and the expenditure cap and have been forwarded to the Supervisor of Elections office for approval of the ballot language.

Incidental Trustee Remarks

None.

Adjournment

The next regular meeting will be on August 23, 2022, at 1pm in Building D/E.

Mr. Loveland made a motion to adjourn. Second by Mr. Brinker. Mr. Maino adjourned.

Meeting adjourned at 2:07pm

Hurrol Brinker, Secretary

Stephanie Brown, District Clerk

Barefoot Bay Recreation District

Treasurer's Report

August 23, 2022

Cash Balances in General Fund as of 8/10/22

Petty Cash

Total Petty Cash: \$ 2,500.00

Operating Cash in Banks

MB&T Operating Account

533,452.77

Total Operating Accounts:

533,452.77

Interest Bearing Accounts

MB&T Money Market Account

1,252,640.88

SBA Reserve Account

702,955.41

Total Interest Bearing Accounts:

1,955,596.29

Total Cash Balances in General Fund:

\$ 2,491,549.06

Total Daily Deposits and Assessments Received for 8/4/22 - 8/10/22

Daily Deposits:

\$ 22,054.80

Interest Received: Money Market Account

-

Interest Received: SBA Account

Interest Received: Other Interest

Golf Revenues

2,047.49

Assessments Received:

-

Total Deposits Received:

\$ 24,102.29

Expenditures for 8/4/22 - 8/10/22

Check Number	Vendor	Description	Check Amount
59705	Omega Technology Solutions, LLC	Monthly IT Support: 8/22	5,755.38
59706	Vose Law Firm, LLP	Legal Fees: 7/22	7,500.00
59751	MGM Contracting, Inc	19th Hole Kitchen Renovations Draw 2	84,750.00
	US Treasury	PR Tax - PP ending 7/31/22	18,923.17

Total Expenditures \$5,000 and above:

116,928.55

Expenditures under \$5,000:

26,388.88

Total Expenditures:

\$ 143,317.43

Board of Trustees Meeting Agenda Memo

Date: Tuesday, August 23, 2022
Title: **Lounge Outside Bar Award of Contract**
Section & Item: 10.A
Department: R&M/Capital Projects
Fiscal Impact: \$59,550
Contact: Kent Cichon, Community Manager, Kathy Mendes, Food & Beverage Manager
Attachments: MGM Outside Bar, Barefoot Services Quote
Reviewed by General Counsel: N/A
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Approve the contractor for the Lounge Outside Bar project

Background and Summary Information

As a part of the Lounge Outside Bar project, an RFP was issued on April 11, 2022. On May 11, 2022, the proposals were opened. One contractor, MGM Contracting, responded to the RFP in the amount of \$278,000. There was a consensus of the BOT to table the award of contract, as the bid was significantly over the approved budgeted amount.

Alternate bids with a different scope of work were requested from Barefoot Services (who has successfully completed three projects in Barefoot Bay) and MGM Contracting, Inc.

Staff recommends the BOT reject the RFP bid from MGM Contracting, and approve the attached bid from Barefoot Services to complete the Lounge outside bar structure and electric for \$59,550.



MGM CONTRACTING INC.
1121 PEACHTREE STREET
COCOA, FL. 32922
OFFICE 321-639-6365
FAX 321-639-2780

General Contractor License #CGC 059589
Certified Roofing Contractor License #CCC 1327481
Certified Air Conditioning Contractor License #1816183

Date: 7/26/2022

Project:

Barefoot Bay Outside Bar

Scope of Work:

1. Composite roof system and bronze aluminum framing
2. Silestone solid counter surface
3. Electric outlets and two lighted ceiling fans
4. Three hinged awnings to provide shade and shelter when open and lockable when closed
5. Take out air handler door on west side of room, wall it up, install door on south side
6. Lockable door
7. Framed in finished bar walls

Does not include:

1. Permitting
2. Subject to approval by TLC Engineering
3. No plumbing or hot water heater
4. No Equipment

Proposed Total: \$89,000.00 (Price good for 30 days)

From: Dwayne <barefootservices@cfl.rr.com>
Sent: Monday, July 4, 2022 9:19 AM
To: Kathy Mendes <kathymendes@bbrd.org>
Subject: Cabana Quote

Hello Kathy, I have been working on the pricing for the Cabana addition.

We will be using the composite roof system and bronze aluminum framing to match the band shell.

The counters will be solid surface (Silestone).

It will include required electric and two lighted ceiling fans.

To secure the building we will build three hinged awnings that will provide shade and shelter when open and lockable when closed. These awnings can be made from aluminum or cedar if you want a more rustic look.

I can have our engineers provide a preliminary sketch.

This project should be able to be completed by the end of this year.

The cost of this addition is \$56,800.

The additional cost for relocating the door is \$2,750. Thanks.

Sorry for the delay and thanks for the opportunity.

Total: \$59,550

Thanks,
Dwayne

Board of Trustees Meeting Agenda Memo

Date: Tuesday, August 23, 2022
Title: **Lounge Outside Bar Plumbing Award of Contract**
Section & Item: 10.B
Department: R&M/Capital Projects
Fiscal Impact: \$5,550.00
Contact: Kent Cichon, Community Manager, Kathy Mendes, Food & Beverage Manager
Attachments: Maxwell Plumbing, MGM Line Item detail
Reviewed by General Counsel: N/A
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Approve the plumbing vendor for the Lounge Outside Bar project

Background and Summary Information

As a part of the Lounge Outside Bar project, an RFP was issued on April 11, 2022. On May 11, 2022, the proposals were opened. One contractor, MGM Contracting, responded to the RFP in the amount of \$278,000. There was a consensus of the BOT to table the award of contract, as the bid was significantly over the approved budgeted amount.

Alternate bids with a different scope of work were requested from contractors without plumbing. Multiple vendors were contacted to bid on the plumbing scope of work for the project. Maxwell & Son Plumbing, Inc. submitted a quote, and MGM Contracting, Inc. included a plumbing quote in their original bid.

Staff recommends the BOT approve the plumbing proposal from Maxell & Son Plumbing, Inc. for the Lounge Outside Bar project in the amount of \$5,550.00.

MAXWELL & SON PLUMBING, INC.

James R. Maxwell

State Certified #CFC026551
920 Truman Street
Sebastian, FL 32958

Telephone 772/589-1630
Fax 772/589-1370
courtneyh@maxwellplumbing.net

PROPOSAL

DATE: August 4, 2022

TO: Barefoot Bay Recreation

Kathy# 772-571-7121

JOB: 625 Barefoot Blvd

We hereby submit an estimate for the following:

- Chip concrete as needed to access plumbing.
- Run Flowguard Gold CPVC water lines to sink and connect to owner's faucet.
- Supply and install (2) new floor drains.
- Supply and install 110V insta-hot tankless water heater.

We propose to furnish materials and labor in accordance with the above specifications, for the sum of: \$5,550.00 FIVE THOUSAND FIVE HUNDRED FIFTY DOLLARS. Payment to be made as follows: Balance due upon completion.

Authorized signature: _____

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

Date: _____ Signature of Acceptance: _____

Note: This proposal may be withdrawn by us if not accepted within 30 days. Our workers are fully covered by Worker's Compensation insurance. A certificate will be supplied upon request. Due care will be given in the process of this installation. However, we are not responsible for the replacement, repair or patching of any concrete, asphalt, stucco, drywall, paint, wall covering, tile, carpeting, floor coverings, sod or landscaping affected by the necessary process of installation unless specifically stated in this proposal.

Line Item Detail

Name	Cost Type	Unit Price	Qty	Unit	Selling Price
A1					\$5,257.45
Concrete bar top		\$5,257.45	1.00	EA	\$5,257.45
Non-measured costs					\$221,265.00
bar ceiling finish	Miscellaneous	\$8,875.00	1.00	Each	\$8,875.00
block bar wall, pour solid header, attach into block and column	Miscellaneous	\$8,937.50	1.00	Each	\$8,937.50
concrete footer	Miscellaneous	\$4,125.00	1.00	Each	\$4,125.00
cut new door and install header	Miscellaneous	\$3,025.00	1.00	Each	\$3,025.00
electrical	Miscellaneous	\$19,250.00	1.00	Each	\$19,250.00
fees	Miscellaneous	\$7,562.50	1.00	Each	\$7,562.50
gutters	Miscellaneous	\$4,125.00	1.00	Each	\$4,125.00
labor, tool rental, dumpster security fence & misc	Miscellaneous	\$28,620.00	1.00	Each	\$28,620.00
misc. ex paint drywall repair stucco	Miscellaneous	\$13,062.50	1.00	Each	\$13,062.50
new door	Miscellaneous	\$4,125.00	1.00	Each	\$4,125.00
new hot water heater	Miscellaneous	\$2,420.00	1.00	Each	\$2,420.00
paddle fans/lighting	Miscellaneous	\$687.50	2.00	Each	\$1,375.00
painting	Miscellaneous	\$8,250.00	1.00	Each	\$8,250.00
permit	Miscellaneous	\$5,500.00	1.00	Each	\$5,500.00
plans	Miscellaneous	\$8,875.00	1.00	Each	\$8,875.00
remove and relocate citrus antenna	Miscellaneous	\$550.00	1.00	Each	\$550.00
remove door & block up wall	Miscellaneous	\$2,062.50	1.00	Each	\$2,062.50
remove roof panels, demo and rebuild roof	Miscellaneous	\$20,625.00	1.00	Each	\$20,625.00
repour slab and tile behind bar	Miscellaneous	\$8,250.00	1.00	Each	\$8,250.00
roll down security shutters	Miscellaneous	\$18,500.00	1.00	Each	\$18,500.00
sawcut patio deck for footer and plumbing	Miscellaneous	\$8,250.00	1.00	Each	\$8,250.00
soffit	Miscellaneous	\$5,500.00	1.00	Each	\$5,500.00
trusses	Miscellaneous	\$7,150.00	1.00	Each	\$7,150.00
value engineered plumbing	Miscellaneous	\$30,250.00	1.00	Each	\$30,250.00

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, August 23, 2022

Title: **Selection of RFP Evaluation Committee Member for Pool #1 Pit and Heater Relocation and Replacement Project**

Section & Item: 10.C

Department: R&M/Capital Projects

Fiscal Impact: \$109,100 (FY22 Budget)

Contact: Kent Cichon, Community Manager, Matt Goetz, Property Services Manager

Attachments: Policy Manual-RFP Policy, RFP 2022-05 Pool & Heater Pit Replacement with exhibit A

Reviewed by

General Counsel: N/A

Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Selection of one Trustee to serve as a voting member on the Request for Proposal (RFP) Evaluation Committee for the Pool #1 Pit and Heater Relocation and Replacement project.

Background and Summary Information

The replacement and relocation of the Pool #1 pit and heater was originally budgeted in FY18 but deferred until later years when the 2018 BOT decided not to pursue the issuance of a 30-year bond for 21 specific projects and re-order project priorities. In FY20, the project was further delayed when the 2020 BOT funded the creation of construction drawings to renovate the entire area (encompassing the current locations of the pit and heater building). When the 2021 BOT canceled the Lounge/Lakeside Expansion project, the individual projects were again green lighted. Due to the anticipated lengthy closure of the pool and Lakeside area for the project, the commencement of the project could not be accomplished in 2021 without infringing upon the winter season.

On May 12, 2022, the BOT approved the delay of the proposal to replace and relocate the Pool #1 pit and heater until early FY23 due to Family Pools, Inc.'s (BBRD's pools services continuing contract provider) problematic timeline, (19 weeks for permitting and equipment acquisition and 9 weeks of work) which had the potential for closures during the winter season.

Staff is now seeking RFPs with award of a contract in October or later, with a project commencement date no sooner than May 1, 2023 (permitting and equipment acquisition would begin sooner).

The Policy Manual requires a request for proposal (RFP) process to be used for any project anticipated to cost over \$75,000. Additionally, the evaluation committee shall consist of three voting members (one Trustee, one employee from the user department and one non-employee resident as selected by the Community Manager) plus two non-voting members (Chairman of the BOT and the Community Manager).

The anticipated schedule is listed below.

Order	Task	Date (and Time if applicable)
1	Florida Today Advertisement	Aug 22, 2022
2	Publication Date	Aug 23, 2022
3	Advertisement	Aug 23, 2022 through Sept 26, 2022
4	Mandatory Pre-Submittal Site Inspection Meeting	Sept 07, 2022 (9:00am) starting at Pool #1, 625 Barefoot Blvd., Barefoot Bay, FL 32976
5	Deadline for Written Questions	Sept 16, 2022, 4:30pm
6	Responses/Addendum Issued	Aug 26, 2022 through Sept 23, 2022
7	Submission Deadline (RFP close date)	Sept. 26, 2022, 4:30pm
8	RFP Opening Date and initial review	Sept. 27, 2022, Admin office at 10am
9	Evaluation Comm. Mtg. (Discussion & Review, interviews if needed, otherwise vote on a recommendation to Board of Trustees)	Oct. 04, 2022, Admin office at 9am
10	Board of Trustees meeting for Contract Award	Oct 25, 2022, Bldg. D/E at 1pm
11	Commencement of Work	No later than May 1, 2023

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

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

The BOT needs to select one Trustee to serve as a voting member. Afterwards, the Community Manager will announce the 5 persons who will serve on the RFP evaluation committee and the start and end dates for the RFP. The RFP is attached and will be posted to BBRD.org and Demandstar.com.

If the BOT requests to alter the planned implementation of this project or make changes to the scope of work, the release of the RFP will be postponed until it can be revised according to the requests of the BOT.

Services Performed on BBRD Property

Vendors performing work on Barefoot Bay Recreation District property, regardless of value of the project or scope of work, are required to:

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

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

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

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

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

Automobile Liability Insurance:

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

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

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

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

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

Hiring or Use of Employment Service Workers-Temporary Employees

The contract for services or use of an Employment Agency for temporary employees, that can be funded through an existing departmental available budget, shall have the approval of the Community Manager. Any contract requiring a budget amendment to recognize additional monies for said use will be brought to the Board of Trustees for approval. ⁵¹

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

The Chairman of the NRP BOT Sub-Committee shall be authorized to approve (as recommended by the Community Manager or designee) the expenditures of NRP funds in excess of \$15,000.00⁵² and not to exceed \$25,000.00 by staff toward the acquisition of a property⁵³ identified by the Sub-Committee in accordance with NRP rules as established by the BOT.

The purchase of the property shall be ratified by the Board of Trustees at the next scheduled regular meeting of the Board of Trustees.

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

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

Unacceptable Purchasing Practices

The following practices are prohibited:

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

2.14 FORMAL SEALED BIDS (FOR PURCHASES OF \$75,000.00⁵⁴ OR MORE)⁵⁵

Competitive Procurements Process For Formal Bids

Formal bids are written documents issued by the Department Heads, and approved by the Community Manager, inviting potential contractors to submit sealed, written pricing for specific goods or services in conformance with specifications, terms, conditions and other requirements described in the bid invitation documents. Formal bids shall be utilized to document procurements of goods and contractual services with an aggregate cost of \$75,000.00⁵⁶ or more.

Request for Proposals or Request for Qualifications (RFP's, RFQ's) are written documents issued by the Department Heads and approved by the Community Manager, inviting potential vendors to submit sealed proposals for specific professional services or goods in conformance with the scope of services, terms, conditions and other requirements described the RFP documents. RFP's are utilized for procurements of professional services or goods with an aggregate cost of \$75,000.00⁵⁷ or more. At the time of publication of the RFP/RFQ a copy shall be furnished to each member of the Board of Trustees.

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

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

Specific Procedures for Formal Sealed Bids/Quotes

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

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

Award of Bids

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

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

Waiver of Irregularities

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

Evaluation Committee

An evaluation Committee, identified by the Community Manager prior to issuance of the RFP or RFQ, shall review all responses to the RFP or RFQ. The Board shall be advised of the membership of the committee at the time of the issuance of the RFP or RFQ.⁵⁸

Members of the Evaluation Committee shall consist of at least one (1) user department representative, one (1) Board member, and one (1) third-party non-employee resident chosen at the discretion of the Community Manager. The Community Manager and Board Chairman shall serve on the committee as non-voting members.⁵⁹

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

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

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

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

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

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

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

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

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

If fewer than three sealed and qualified proposals are received by the Evaluation Committee, by a majority vote the Evaluation Committee may request the Community Manager to seek non-sealed bids for comparative analysis or forward their recommendation for award of contract or (in the case of a RFQ) their recommended ranking order for staff to negotiate a contract to the Board of Trustees for their consideration.⁶⁰

Vendor Complaints & Disputes (Protests)

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

1. *Posting of Bid/RFP Award Notices*

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

2. *Posting of Formal Sealed Proposals*

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

3. *Proceedings for Protest of Award*

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

4. *Stay of Procurement During Protests*

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

PART THREE. GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

3.0 GENERAL

Definitions:

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

"Amenity" shall mean something, such as a swimming pool or shopping center that is intended to make life more pleasant or comfortable for the people in a community.

"Associate Golf Membership" shall mean a golf membership that is available to non-residents of Barefoot Bay.

"Board" shall mean the Board of Trustee(s) of the Barefoot Bay Recreation District.

"BFBHOA" shall mean the Barefoot Bay Home Owners' Association.



REQUEST FOR PROPOSAL #2022-05 Pool #1 Pit and Heater Building Replacement

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

ISSUE DATE: 08/23/2022

CONTACT: Stephanie Brown
PHONE NUMBER: 772.664.3141
FAX: 772.664.1928
E-MAIL: sbrown@bbrd.org

**PROPOSALS TO BE RECEIVED NO LATER
THAN 4:30 PM ON Monday, 09/26/2022**

**PROPOSALS WILL BE OPENED AT 10:00AM
ON TUESDAY, 09/27/2022**

TABLE OF CONTENTS

Section I	
Introduction	2
Standard Terms & Conditions and Insurance Requirements.....	3
Specific Contractual Language the Proposer will be bound by if awarded contract for services.....	3
Section II	
Scope of Work	6
Section III	
RFP Timeline	7
Selection Process	7
Evaluation Process	8
Waiver of Irregularities	9
Proposer Complaints and Disputes.....	9
Criteria.....	9
Section IV	
Proposal Form.....	10

SECTION I

INTRODUCTION

Barefoot Bay Recreation District (hereinafter referred to as “BBRD”) is requesting sealed Proposals for **“RFP No. 2022-05, Pool #1 Pit and Heater Building Replacement.”**

PROPOSALS DUE DATE & TIME: Monday, September 26, 2022 AT 4:30 P.M. Proposals package shall be mailed or hand-delivered to the Office of the District Clerk, located at the Administration Building, 625 Barefoot Blvd., Barefoot Bay, Florida 32976. Proposals are to be received NO LATER THAN 4:30 P.M. after which time receipt will officially be closed. Proposals received after the specified time and date will not be accepted. BBRD will not be responsible for mail delays, late or incorrect deliveries. The time/date written on the package by staff in the Administration Building will be the official authority for determining late Proposals.

NOTE: Proposals will not be opened on the same date and time as identified above. The Proposals opening will be conducted by the Evaluation Committee in public at 10am on, Tuesday, September 27, 2022. The location of the opening will be held in the Administration office, 625 Barefoot Blvd., Barefoot Bay, FL 32976 (subject to change).

All Proposals must be executed and submitted in a single sealed package. Proposer shall mark Proposals package, **“Attention District Clerk Brown: RFP No. 2022-05, Pool #1 Pit and Heater Building Replacement.”** Responder’s name and return address should be clearly identified on the outside of the package.

Proposer shall submit one complete set with all supporting documentation:

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

A required pre-submittal site inspection meeting will be held on Wednesday, September 07, 2022 (9:00 am) starting at Pool #1, 625 Barefoot Blvd., Barefoot Bay, FL 32976. This required pre-submittal meeting will allow the proposer the opportunity to inspect the work sites and bring forward any questions concerning this RFP. Matt Goetz, Property Services Manager, will be available to answer any questions about the site.

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

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

STANDARD TERMS & CONDITIONS AND INSURANCE REQUIREMENTS

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

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

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

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

shall control the method of performing services as provided herein, Contractor shall perform all work in a timely manner. Contractor shall permit BBRD personnel unlimited access to worksite to inspect quality of work and materials being used.

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

119, Florida Statutes and shall be maintained as public records by Contractor. Upon request from the BBRD public records custodian, provide BBRD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowable under Florida Law. Contractor agrees to ensure that public records that are confidential and exempt from disclosure are not disclosed except as authorized by law. Contractor agrees that upon termination of this Agreement, all proprietary interest of BBRD in its business assets, tangible or intangible, including records, files, lists and information which Contractor deals with or develops during the course of this Agreement shall remain the sole and exclusive property of BBRD, and in no event shall Contractor acquire any interest therein. Contractor agrees that in the event of termination of this Agreement, Contractor shall promptly return at no cost to BBRD all public records documents, forms, contracts, lists and completed work or work in progress relating to the affairs of BBRD and any personal property of BBRD in Contractor's possession at the time of termination. Notwithstanding the foregoing, and in lieu of transferring public records back to BBRD at the termination of this Agreement, the Auditor may keep and maintain public records in accordance with Florida Law at the time of termination of this Agreement. Upon the transfer of public records from Auditor to BBRD at the time of termination of this Agreement, as provided for herein, duplicate public records that are exempt or confidential shall be destroyed by Auditor at the time of termination. If Auditor keeps and maintains public records upon termination of this agreement, the contractor shall meet all applicable state statutory requirements for retaining public records. Public records maintained by Auditor in an electronic format, shall be provided to BBRD in a format that is compatible with the information technology systems of BBRD at the time of termination. All title to supplies, records of any type whatsoever, equipment and furnishings shall remain the sole property of BBRD.

- **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772.664.3141, sbrown@bbrd.org, BAREFOOT BAY RECREATION DISTRICT, 625 BAREFOOT BOULEVARD, BAREFOOT BAY, FL 32976**
- **Governing Law, Venue, and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Any action or legal proceedings to enforce this Agreement or any of its terms, or for indemnification, shall be exclusively brought and prosecuted in an appropriate court of jurisdiction in and for Brevard County, Florida, and the parties to this Agreement consent to the personal jurisdiction and venue of such courts and to the service of process by any manner provided by Florida law. In the event that any legal or equitable action is brought by either party to enforce the terms of this Agreement and/or regarding any work performed pursuant this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing such action.
- **Assignment and Binding Effect.** The rights and obligations of the Contractor under this Agreement are personal. This Agreement may not be assigned or transferred in whole, or in part, by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure for the benefit of the parties hereto and their respective heirs and permitted successors and/or assigns.
- **Severability.** This Agreement shall be construed to be valid and enforceable to the fullest extent allowed by applicable law. The invalidity or unenforceability of any term, sentence, or provision of this Agreement shall not affect the validity or enforceability

of any other term, sentence or provision of this Agreement, which shall remain in full force and effect.

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

SECTION II

SCOPE OF WORK

A summary of desired work is provided below. It is the responsibility of the proposer to identify all needed work and include said information and costs within his/her proposal.

POOL #1-

BBRD is seeking contractors for the complete design and replacement of the Pool pit, equipment and heater room removal at 625 Barefoot Blvd. Pool #1 which will include but is not limited to the following items:

- Complete redesign of the Pool #1 pit and heater room, moving equipment off of the pool deck and outside the gates in BBRD's desired location
- Draining of the pool to an adequate level to perform the work, removal of chemical pumps, main circulation pump, vacuum pump and heater to be returned to BBRD; all electrical systems to be removed
- Removal and disposal of the electrical panel and plumbing inside the pit. Pump and other equipment will be returned to BBRD.
- The current Pool pit is in very poor condition and is expected to be demolished completely as well as the current heater storage building (these are concrete structures and BBRD will not be responsible for disposal) the old pit will be filled and capped with concrete and pavers to match existing. The heater room area will also be capped with concrete.
- A new structure and equipment is to be installed in BBRD's desired location. This may include relocation of the main drain plumbing as well as the water lines, drains, jets and gas line. Excavation of the new site and construction of the new pit to include but not limited to termination of the plumbing, electrical and gas services.
- Reconnection of the existing heater within the new building.
- Refilling of the pool, equipment testing and equipment training for the staff are required.

SECTION III

REQUEST FOR PROPOSALS TIMELINE

The anticipated schedule for this RFP is as follows:

Order	Task	Date (and Time if applicable)
1	Florida Today Advertisement	Aug 22, 2022
2	Publication Date	Aug 23, 2022
3	Advertisement	Aug 23, 2022 through Sept 26, 2022
4	Mandatory Pre-Submittal Site Inspection Meeting	Sept 07, 2022 (9:00am) starting at Pool #1, 625 Barefoot Blvd., Barefoot Bay, FL 32976
5	Deadline for Written Questions	Sept 16, 2022, 4:30pm
6	Responses/Addendum Issued	Aug 26, 2022 through Sept 23, 2022
7	Submission Deadline (RFP close date)	Sept. 26, 2022, 4:30pm
8	RFP Opening Date and initial review	Sept. 27, 2022, Admin office at 10am
9	Evaluation Comm. Mtg. (Discussion & Review, interviews if needed, otherwise vote on a recommendation to Board of Trustees)	Oct. 04, 2022, Admin office at 9am
10	Board of Trustees meeting for Contract Award	Oct 25, 2022, Bldg. D/E at 1pm
11	Commencement of Work	No later than May 1, 2023

SELECTION PROCESS

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

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

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

Oral Interviews (If Requested)

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

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

Evaluation Committee Final Ranking and Recommendation to the Board of Trustees

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

Board of Trustees Award of Final Contract

Staff anticipates on October 25, 2022 or at a later meeting, the Board of Trustees will consider an agenda item regarding the award of a contract. Once the BOT awards a contract, a formal contract will be drafted by BBRD for signatures of the BOT Chairman and representative of the successful Proposer.

EVALUATION PROCESS

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

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

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

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

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

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

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

Waiver of Irregularities:

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

Proposer Complaints & Disputes (Protests):

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

CRITERIA

Proposals shall be evaluated based on the following information. Proposers may use page 10 of this RFP for their submittal or they may provide the information in a different format. Proposals lacking all desired information may be disqualified by the RFP committee.

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

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

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

Due to the seasonal nature of BBRD, a start date of no sooner than April 10, 2023 and no later than May 1, 2023 is desired. Preference will be given to proposals meeting this parameter and to the shortest number of days of work. The contract will include liquidated damages of \$250 per day past the number of days stated in the contract and for each day the project does not start after April 15, 2023. Additional time may be granted if circumstances outside the control of the contractor occur.

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

Cost proposal shall be segregated per the 2 elements of Section II (Scope of Work) and each element shall be broken out by type of work with unit costs, amount of and brand name of materials to be used. The AIA schedule of values document (see Exhibit A for sample) shall be submitted with the proposal as the primary means of the listing of unit costs, amount of and brand name of materials to be used. Proposers may submit an additional cost summary document, but proposers not submitting a detailed AIA schedule of values cost proposal will be disqualified.

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

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

SECTION IV**REQUEST FOR PROPOSAL #2022-05
Pool #1 Pit and Heater Building Replacement****Contact Information**

Company Name: _____

Address: _____

Point of Contact (name): _____

Telephone Number: _____

E-mail address: _____

Person authorized to submit proposal (name and title): _____

Signature of person listed immediately above: _____

Date: _____

Experience and References

Number of years company has worked in Florida: _____

Sub-contactors to be used on project (name, address, telephone number):

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

Prior work for Barefoot Bay Recreation District:

Anticipated start Date and number of days of the project

Permit application date: _____

Date of commencement of work: _____

Number of work days (excluding weekends): _____

Exhibit A

Sample A1A Schedule of Values Form

CONTINUATION SHEET

SCHEDULE of VALUES

Page of Pages

APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Subcontractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

CONTRACTOR:

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

PROJECT NAME:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G divided by C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	General Conditions	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
2	Sitework	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
3	Fencing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
4	Landscape & Irrigation	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
5	Concrete - Slab	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
6	Concrete Parking & Walks	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
7	Masonry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
8	Structural Steel	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
9	Rough Carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
10	Siding Carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
11	Wood Trusses	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
12	Materials	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
13	Finish carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
14	Cabinets	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
15	Counter Allowance	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
16	Roofing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
17	Int. & Ext. Insulation	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
18	Doors & Hardware	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
19	Windows	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
20	Stucco	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
20	Drywall	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
21	Acoustical Ceiling	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
22	Floorcovering	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
23	Painting	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
24	Specialties	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
25	Plumbing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	HVAC	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	Electric	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	Phone & Electric Service Allowance	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	OH & Profit	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
1	C.O. #1	-	\$ -	\$ -		\$ -	0.00%	\$ -	
2	C.O. #2	-	\$ -	\$ -		\$ -	0.00%	\$ -	
COLUMN TOTALS		0.00	0.00	0.00		\$ -	#DIV/0!	\$ -	

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, August 23, 2022
Title: **ARCC Appointment**
Section & Item: 11.A
Department: Administration, District Clerk
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, Stephanie Brown, District Clerk, Kent Cichon, Community Manager
Attachments: Barb Schempf ARCC Resignation, Eric Michaels, John Soulis
Reviewed by
General Counsel: N/A
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Selection of one homeowner to an alternate position on the ARCC.

Background and Summary Information

The BOT has appointment authority for two voting positions and one alternate position on the ARCC (The CVO has appointment authority for three voting positions and one alternate position).

On July 19, 2022, Barbara Schempf submitted a resignation letter for her (alternate) position on the ARCC Committee. After notifying the trustees, staff advertised the position.

Hence, the BOT needs to appoint a homeowner to the position of alternate member to the ARCC.

At the time of the drafting of this agenda memo, the following individuals submitted resumes/letters of interest for consideration of appointment to the ARCC:

- Eric Michaels
- John Soulis

Article II Section 1(E) states that "If a member resigns or otherwise vacates his/her seat before the expiration of his/her term, a new member will be appointed to fill the open seat and serve the balance of the unexpired term."

Staff recommends the BOT appoint a homeowner to the vacant alternate position (previously held by Ms. Schempf) with an expiration date of February 22, 2024.

From: [Sally Biondolillo](#)
To: [Stephanie Brown](#); [Cindy Mihalick](#)
Subject: FW: 07.19.2022 ARCC Meeting - Barb Schempf ARCC Resignation
Date: Tuesday, July 19, 2022 10:51:29 AM
Attachments: [image001.png](#)

FYI

Thank you,

Sally-Ann Biondolillo
DOR/ARCC Administrative Assistant
625 Barefoot Blvd.
Barefoot Bay, FL 32976
Tel: (772) 664-3141 Ext. 203
Fax: (772) 664-7552
sallybiondolillo@bbrd.org



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

From: bschempf1@gmail.com <bschempf1@gmail.com>
Sent: Tuesday, July 19, 2022 8:04 AM
To: Sally Biondolillo <sallybiondolillo@bbrd.org>; carey0554@gmail.com; 'Ed Constantino' <emc6@hotmail.com>; garygresko43@gmail.com; 'Joseph Klosky' <josephklosky74@gmail.com>; pevoit@yahoo.com; 'Tom O'Donnell' <odie390@gmail.com>
Cc: Rich Armington <richarmington@bbrd.org>
Subject: RE: 07.19.2022 ARCC Meeting - Barb Schempf ARCC Resignation

ARCC Committee

First, thank you for the opportunity to serve on this committee. I strongly believe this Committee is key to the success of our Community and I would like to personally thank all of you for the extra time and effort you put in to make Barefoot Bay a better place to live.

As I mentioned in June, my work has required more out of town travel than I expected and it is increasing over the next few months. For that reason, I regretfully submit my resignation from the

ARCC. Please accept my apologies. I wish you all the best and hope that our paths will cross again soon.

Thanks in advance for your understanding. Please feel free to reach out to me if there is anything that I can do to help in the future.

Note: Since I am new to this process, please let me know if there is anything official that I need to complete and forward this message to others that should have been copied.

Barb

Barbara Schempf, A.A.E., IAP
B.L.S. Aviation, Owner
Aviation Consultant
315.440.8584 cell
bschempf1@gmail.com OR barb@bls-aviation.com
<https://www.linkedin.com/in/barbschempf/>

From: Sally Biondolillo <sallybiondolillo@bbrd.org>
Sent: Tuesday, July 12, 2022 12:26 PM
To: Barb Schempf <bschempf1@gmail.com>; carey0554@gmail.com; Ed Constantino <emc6@hotmail.com>; garygresko43@gmail.com; Joseph Klosky <josephklosky74@gmail.com>; pevoit@yahoo.com; Tom O'Donnell <odie390@gmail.com>
Cc: Bruce Amoss <BAmoss@bbrd.org>; Charles Henley <charleshenley@bbrd.org>; Cindy Mihalick <cindy.mihalick@bbrd.org>; Hurrol Brinker <HBrinker@bbrd.org>; Kent Cichon <KCichon@bbrd.org>; Mary Barry <mbarry@bbrd.org>; Michael Maino <mmaino@bbrd.org>; Michael Morrissey <mmorrissey@bbrd.org>; Randy Loveland <RLoveland@bbrd.org>; Rich Armington <richarmington@bbrd.org>; Stephanie Brown <sbrown@bbrd.org>
Subject: 07.19.2022 ARCC Meeting

Attached you will find the ARCC agenda, minutes, and packet for the next ARCC meeting being held on July 19, 2022.

Thank you,

Sally-Ann Biondolillo
DOR/ARCC Administrative Assistant
625 Barefoot Blvd.
Barefoot Bay, FL 32976
Tel: (772) 664-3141 Ext. 203
Fax: (772) 664-7552
sallybiondolillo@bbrd.org



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

Marketing / Management / Technology / Consulting / Business Development

QUALIFICATIONS: Senior Technical Program/Project Manager/Consultant in Information Technology Services targeting process improvement. I have lead all aspects of program management for strategic initiatives that have transformed the enterprise business systems. My responsibilities included establishing best practices, governance frameworks, PMO standards, procedures, and quality objectives including metrics and KPIs for assessing solutions and ultimately progress of strategic technology and process initiatives.

Degrees and certifications in both computer science and business, I have over thirty-five years' experience in identifying investment potential, start-ups, operational management/turnarounds, and strategic management consultation and sales for entrepreneurial endeavors in the computer systems field with emphasis in healthcare. I also have management experience in health systems strategic planning, system evaluation, product implementation, system selection, benefits analysis and managing hospital IT facilities on an C-level interim basis. Particular personal strengths include developing aggressive but achievable strategic, financial and marketing plans and assessing potential business opportunities for growth.

Entrepreneurial activities include: real estate development, property management, interior design, business investments and contract negotiation. Licensed Florida Realtor since 1989.

EDUCATION: **University of Hartford**, West Hartford, Connecticut BS, Computer Science/Business Administration
Hartford Graduate Center, Hartford, Connecticut ARS Case Study program
IBM Systems Science Institute Data Base management certification
Advanced Management Studies: George Washington University, Harvard School of Health

EXPERIENCE:**Management Consulting, Contractor**

1998-2019

- **Program Management, Indigo DNA Corporation, North Bethesda, MD (2015-2018)**
Consulting activities and project management in support of strategic business development and government affairs designed to facilitate accelerated growth for organizations looking to expand profit potential and improve operations in Washington DC and abroad. Efforts include recommendations and/or implementations for document management, technology and overall process improvement initiatives as required by governance.
- **IT Project Officer under contract to the National Institute of Health, Washington DC (2007-2015)**
- **National Strategic Services HIS Project Management, Siemens Technologies, Malvern PA (1998-2006)**

Zinn Enterprises, LTD, Chicago

1989-1998

- **Director, Consulting Services, US**
- Provided national customers with business improvement initiatives. In addition to leading and participating in the consulting engagements, also responsible for staffing and budgets. Responsible for overseeing marketing and contractual activity. Proactive in the design and development of strategic planning, procurement and the execution of the business solution and technology to meet Fortune 500 client requirements.

VHA Enterprises, Inc., Dallas

1986-1989

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

- **Chief Information Officer**
- As one of the first CIO's in the Delaware Valley, 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. I was charged with supporting the corporate business plans and was responsible for managing a \$12.3M budget (1980's). Direct report to the CEO and Chairman.

Keywords: Management, Customer service, Operations, Marketing, Sales, Project management, Information systems

John Soulis

(816) 838-4869

442 Puffin Drive
Barefoot Bay, FL 32976

Personal

Purchased current home in Barefoot Bay in 2018 as a "snow bird". Made it our full time residence in 2021. Previously resided at Lake of the Ozarks in Missouri and Independence, MO. Grew up in Kansas City, MO, and graduated from Hogan High School, in Kansas City, a private parochial school.

Work History

Retired since 2004

Lady Baltimore Foods, 26 years

Operations Manager, 18 years, responsible for overseeing warehouse operations, including both day & night shift supervisors, receivers, stockers and drivers, managed inventory, managed 4 supervisors that were responsible for staff for pulling, trucking and fulfilling orders, ensuring orders were timely filled and shipped

Warehouse supervisor, 7 years

Truck driver, 1 year

Stock Broker, 5 years

Manor Bread, 6 years

Supervisor over restaurant routes

US Air Force veteran, 4 years' service



Barefoot Bay Recreation District

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

Phone 772-664-3141
www.bbrd.org

Memo To: Board of Trustees

From: Kent Cichon, Community Manager

Date: August 23rd, 2022

Subject: Manager's Report

Finance

Assessment received – 99.85% collected or \$4,019,498. Balance to collect \$5,938.

Resident Relations

ARCC 8/16/2022

- 9 Consent Items – to be approved
- 8 Other Items – to be presented

VC Meeting 8/12/22

- 29 Cases to be presented

Food & Beverage

- Groove Infusion, a fantastic dance band from Orlando, is back in Barefoot Bay this Friday, August 26 from 7-10:30 p.m. on the Lake Stage
- The Summer Games event will be held on Sunday, September 11 from 2-6 p.m. Dougie from Good Times Entertainment will D.J. pool side all afternoon. There will be a variety of water races, corn hole competition, bottle toss, and Casino style 5 card poker game in the Lounge. Gift certificates are awarded to the winners!

Flyers with all the details are posted

Property Services

- Purchased and installed at property service new umbrella stands to test
- Purchased a weather station to test and monitor wind speed (anemometer)

- Completed the painting of the lounge
- Pressure washed the shuffleboard courts
- Serviced BBRD equipment
- Continued to solicit bids for the beach restroom project
- Signed a contract with a vendor to repair the Building A sound issues
- Repaired the leak in the shower at the lounge

Golf-Pro Shop

- FRDAP Grant
 - Greens Renovation #10
 - In Grow-in phase (Have begun initial mowing and topdressing to level turf)
 - Temporary green on Hole #10 in play until duration of project completion
 - Estimated date of opening: October
 - Final trees will be delivered and installed week of 15th
 - Submission of documentation for reimbursement request to follow
- Practice Green
 - In Grow-in phase (Have begun initial mowing and topdressing to level turf)
 - Estimated date of opening: October
- Lawn Bowl & Softball Field (following dates are subject to change)
 - ABM renovation begins Sept. 2, 2022
 - Anticipated completion of work Sept. 16, 2022
 - Anticipated opening for play Oct. 1, 2022
- Point of Sale System for Golf Course
 - Current POS system (Golfnow) becomes obsolete in June 2023
 - Researching new POS systems and comparing with the new Golfnow system

General Information

- Next Townhall will be October 4th at 7 pm
- Next Coffee and Tea Chat with the Community Manager will be August 25th at 6:30 pm in Building D/E
- DOR Ballot Referendum packages have been mailed out
 - Deadline for return of ballots is October 4th at 4:30 pm
 - Return Envelopes must be signed on back for ballot to be valid