



**BAREFOOT BAY
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting
December 4, 2020 at 1:00 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. Employee Milestone Awards
- 5. Approval of Minutes**
 - A. Minutes dated November 13, 2020.
- 6. Treasurer's Report**
 - A. Treasurer's Report
- 7. Audience Participation**
- 8. Unfinished Business**
 - A. Phased Re-Opening Discussion
 - B. Steward Medical Group Proposed Ground Lease Letter of Intent
- 9. New Business**
 - A. DOR Violations
 - i. DOR Violation 18-003582 701 Bougainvillea Circle
 - B. Interlocal Agreement with Brevard County for Potential CARES Act Funding
 - C. Resident Relations-Finance Reorganization
 - D. Building A Renovations Project: Change Order #3
 - E. CVO Donation to Offset Cost of Pavilion Electrical Service Change Order to Building A Renovations Project
 - F. 2021 Independence Weekend Fireworks Display
 - G. FY21 Employee Pay and Classification Plan
 - H. Violations Committee Appointments

I. BOT 2021 Regular Meeting Schedule

10. Manager's Report

A. December 4th 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 RECREATION DISTRICT

Board of Trustees Regular Meeting

November 13, 2020

1PM –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on November 13, 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 Mr. Loveland.

Roll Call

Present: Mr. Klosky, Mr. Maino, Mr. Loveland, Ms. Henderson, Mr. Grunow. Also, present, John W. Coffey, ICMA-CM, Community Manager, Cliff Repperger, General Counsel, Stephanie Brown, District Clerk, Rich Armington, Resident Relations Manager, Charles Henley, Finance Manager, Kathy Mendez, Food & Beverage Manager, and Matt Goetz, Property Services Manager.

Presentations and Proclamations

None.

Approval of Minutes

Ms. Henderson made a motion to approve the minutes dated October 27, 2020. Second by Mr. Loveland. Motion passed.

Treasurer's Report

Mr. Maino made a motion to approve the Treasurer's Report for November 13, 2020 as read and approved payment of bills over \$5,000 in the amount of \$90,974.73. Second by Ms. Henderson. Motion passed.

Oath of Office - Trustee-elect Grunow

Mr. Grunow took the Oath of Office given by District Clerk Stephanie Brown.

Reorganization of BOT

BOT consensus that Trustee Jeff Grunow will act as Secretary until the Jan 8, in which there will be a reorganization of the BOT.

Audience Participation

Richard Schwatlow-636-Marlin Circle-gave an overview of various questions/issues on the no parking signs. He also spoke in favor of a non-conflict resolution to the parking.

Jack Reddy-806 Tamarind Circle-Complimented BOT on the CPI agreement. He also suggested that BBBRD staff to get accounts in order for the new budget season.

John Sammonds-926 Wren Circle-Spoke in favor of opening the Billiards facility and accept responsibility for keeping it sanitized.



BAREFOOT BAY RECREATION DISTRICT

Unfinished Business

Phased Re-Opening Discussion

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

Ms. Henderson spoke in favor of staying in Phase 3. Mr. Maino spoke in favor of remaining in phase 3 but placing tables back outside the 19th Hole. Mr. Grunow also spoke in favor of staying in Phase 3. Mr. Loveland agreed with staying in Phase 3. He also spoke in favor of looking at a long-term plan for COVID-19 Safety. Mr. Loveland spoke in favor of the Billiards room remaining closed due to the size.

Consensus of the BOT for the Billiards facility to remain closed currently.

Mr. Maino made a motion to put the tables back at the 19th Hole. Second by Ms. Henderson. Motion passed unanimously.

Adoption of Revised *Policy Manual* and Further Discussion of Implementing No Parking on

Resolution 2020-14 read by Mr. Coffey:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; PROVIDING FOR THE ADOPTION OF A REVISION TO THE POLICY MANUAL ADOPTED MAY 8, 2009, AS SUBSEQUENTLY AMENDED THROUGH SEPTEMBER 22, 2020; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE

Mr. Grunow spoke in favor of adding no parking in the policy manual and then educate the residents and hit the most trouble spots. Mr. Maino asked about the pricing of the signs and if 150 signs were being placed. He also asked to identify the problem areas. Mr. Coffey responded that it could be that many signs due to the suggested areas being covered. Mr. Klosky responded Hawthorne and the Pickleball Courts are the problem areas.

Mr. Maino made a motion to approve Resolution 2020-14 as read. Second by Mr. Loveland.

Mr. Maino amended the motion to approve Resolution 2020-14 as read but limiting it to only the Hawthorne and the Pickleball Court area. Second by Mr. Loveland. Motion passed. 4-1. Ms. Henderson dissents.

New Business

DOR Violations

DOR Violation 20-001564 618 Dolphin Circle

Ms. Henderson made a motion to refer case #20-001564 Dolphin Circle to General Counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Grunow. Motion passed unanimously.



BAREFOOT BAY RECREATION DISTRICT

DOR Violation 20-002616 248 Dolphin Circle

Mr. Maino made a motion to refer case #20-002616 248 Dolphin Circle to General Counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Loveland. Motion passed unanimously.

DOR Violation 20-002145 843 Tamarind Circle

Mr. Loveland made a motion to refer case #20-002145 Tamarind Circle to General Counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Maino. Motion passed unanimously.

DOR Violation 20-002471 601 Marlin Circle

20-002471 601 Marlin Circle Came into compliance.

DOR Violation 19-004176 602 Sea-Gull Drive

Ms. Henderson made a motion to refer case #19-004176 602 Sea-Gull Drive to General Counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Loveland. Motion passed unanimously.

Revised ARCC Guidelines

Staff recommends the BOT acknowledge receipt of the revised ARCC guidelines.

Consensus of the BOT to acknowledge receipt of the revised ARCC guidelines.

Request for Forgiveness of Debt and Release of Liens: 919 Cashew Circle and 946 Pecan Circle

Staff recommends that the BOT in the intent of the NRP program forgive and release the liens on the 919 Cashew Circle and 946 Pecan Circle.

Ms. Henderson voiced her concern about setting a precedent in forgiving the lien.

Mr. Grunow made a motion to forgive and release the liens on the 919 Cashew Circle and 946 Pecan Circle. Second by Mr. Maino. Motion passed unanimously.

Request for Forgiveness of Debt and Release of Liens: 893 Pecan Circle

Staff recommends that the BOT in the intent of the NRP program forgive and release the liens on the 893 Pecan Circle.

Mr. Maino made a motion to forgive and release the liens on the 893 Pecan Circle. Second by Mr. Loveland. Motion passed unanimously.



BAREFOOT BAY RECREATION DISTRICT

Request for Forgiveness of Debt and Release of Liens: 813 Beech Court

Staff recommends that the BOT in the intent of the NRP program forgive and release the liens on the 813 Beech Court.

Mr. Maino made a motion to forgive and release the liens on the 813 Beech Court. Second by Mr. Grunow. Motion passed unanimously.

Request for Forgiveness of Debt and Release of Liens: 853 Laurel Circle, 881 Cashew Circle, 857 Laurel Circle, 958 Laurel Circle, 413 Plover Drive, 919 Vireo Drive, 804 Wren Circle, 1025 Oriole Circle, 614 Puffin Drive, 619 Oleander Circle, 1222 Chipewa Drive and 1213 Chipewa Drive

Staff recommends that the BOT in the intent of the NRP program forgive and release the liens on the 853 Laurel Circle, 881 Cashew Circle, 857 Laurel Circle, 958 Laurel Circle, 413 Plover Drive, 919 Vireo Drive, 804 Wren Circle, 1025 Oriole Circle, 614 Puffin Drive, 619 Oleander Circle, 1222 Chipewa Drive and 1213 Chipewa Drive

Mr. Maino made a motion to forgive and release the liens on the 853 Laurel Circle, 881 Cashew Circle, 857 Laurel Circle, 958 Laurel Circle, 413 Plover Drive, 919 Vireo Drive, 804 Wren Circle, 1025 Oriole Circle, 614 Puffin Drive, 619 Oleander Circle, 1222 Chipewa Drive and 1213 Chipewa Drive. Second by Mr. Grunow. Motion passed unanimously.

FY21 Budget Amendment: Project Carryover from FY20

Resolution 2020-13 read by Mr. Repperger:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2020-08; AMENDING THE BUDGET.

Mr. Loveland made a motion to approve Resolution 2020-13 as read. Second by Ms. Henderson. Motion passed unanimously.

Replacement Truck Purchase

Staff recommends the BOT award contract to Duval Fleet for a 2021 F-150 truck in the amount of \$22,921.00.

Mr. Loveland made a motion to award contract to Duval Fleet for a 2021 F-150 truck in the amount of \$22,921.00. Second by Mr. Maino. Motion passed unanimously.

Truck Purchase

Staff recommends the BOT award contract to Duval Fleet for a 2021 Ford Ranger truck in the amount of \$22,521.00.

Mr. Grunow made a motion to award contract to Duval Fleet for a 2021 Ford Ranger truck in the amount of \$22,521.00. Second by Mr. Loveland. Motion passed unanimously.



BAREFOOT BAY RECREATION DISTRICT

Christmas Parade and Light up the Bay Support

Staff recommends the BOT authorize BBRD to expend up to \$600 on Christmas parade, festivities, and Light up the Bay contest as requested by Chairman Klosky.

Mr. Maino made a motion to authorize BBRD to expend up to \$600 on Christmas parade, festivities, and Light up the Bay contest. Second by Ms. Henderson. Motion passed. Mr. Klosky abstained.

Manager's Report

Resident Relations

ARCC Meeting 10/27/20

- 24 Consent items – all approved
- 11 Other items – 10 approved & 1 tabled

ARCC Meeting 11/10/2020

- 17 Consent items approved
- 4 Other items 2 approved & 2 tabled
- 1 Old Business (extension) approved

Next ARCC Meeting

- Scheduled for November 24th in Bldg. D/E at 9am

Violations Committee Meeting 11/13/20 (Bldg. D/E at 10am)

- 16 Cases are on the agenda
 - 5 came into compliance prior to the meeting
 - 3 are working with DOR staff

Next Violations Committee Meeting

- Scheduled for December 4th in Bldg. D/E at 10am

Interesting Facts for October

- 29 homes sold
- 45 new homeowners received their badges



BAREFOOT BAY RECREATION DISTRICT

Property Services

- Painted new picnic tables for Pool #1
- Added sand and clay to the softball field per their direction and rototilled
- Completed the East lake trail refreshment
- Continued Working on pool 2# refurbishment
- Trimmed trees around the common grounds
- Put in posts to prevent golf carts from entering the fenced area at the miniature golf course
- Rebuilt and made repairs to benches on the fishing pier
- Rebuilt and reset the swains in the lake
- Checked the beach property and moved the bench under the walkway back to where it belongs
- Made repairs to the Barefoot Bay food store's doors
- Replaced globes blown off during the last wind event
- Set up and tore down the Veterans Day event
- Set up and tore down fireworks event
- Made minor repairs to Miniature Golf Course
- Assessed and repaired a water leak at the Veterans' Gathering Center
- Put up all the flags for the Veterans' Gathering Center
- Worked with the contractor to prep for new storage area in Building A Kitchen
- Greased the RV lot gates and readjusted the chains
- Trimmed all the vegetation around pool 1
- Addressed all current DOR violations
- Continued to solicit for bids/quotes for various projects

Golf-Pro Shop

- November 23 & 24 (Course Overseed)
 - 23rd Back Nine and Putting Green Closed
 - 24th Front Nine and Driving Range Closed
- November 26th (Thanksgiving)
 - Golf Course Closed at 2pm
 - Last cart out 10am
- Now playing at your golf course
 - Saturday Mixed Couples
 - Sunday PM Scrambles
 - Call Pro Shop 664.3174 for details
- December 25th
 - Course Closed
- December 31st
 - Course Closes at 2pm
 - Last Cart out at 10am



BAREFOOT BAY RECREATION DISTRICT

Food and Beverage

- November 26th (Thanksgiving)
 - 19th Hole Closed
 - Lounge Closed
- December 24th
 - 19th Hole closes at 6pm
 - Lounge closes at 6pm
- December 25th
 - 19th Closed
 - Lounge Closed

General Information

Beach Re-nourishment Update – On October 26, 2020, the Brevard County Board of County Commissioners voted to spend an estimated \$2.6 Million (from the County tourism development fund to renourish approximately half of the beach from Spessard Holland Park to the Sebastian Inlet State Park (14.5 miles). The work is planned to be completed in March 2021.

FY22 Budget Preparation Status – Trustees and residents are encouraged to submit their ideas for new or revised R&M/Capital projects to Community Manager Coffey (jcoffey@bbrd.org) or drop them off (preferable in written form) at the Administration Building by December 4th. Due to the compressed budget preparation schedule this year, there will not be a separate Five-Year Financial Model and Capital Improvement Plan workshop. All projects (recommended for funding or not recommended for funding) will be considered by the BOT at their March and May workshops.



BAREFOOT BAY RECREATION DISTRICT

Attorney's Report

Mr. Repperger gave an update on DOR cases. He stated that there are 22 Active cases, 5 litigation cases and 7 complaints that have been sent to staff.

Incidental Trustee Remarks

Mr. Loveland welcomed Mr. Grunow to the BOT

Mr. Grunow expressed his gratitude to the BOT for considering him for the BOT and expressed his gratitude to

Mr. Goetz and Mr. Coffey for setting up the Veteran's Day festivities.

Ms. Henderson welcomed Mr. Grunow to the BOT and wished everyone a Happy Thanksgiving.

Mr. Maino welcomed Mr. Grunow and complimented the fireworks display.

Mr. Klosky welcomed all the new BOT members.

Adjournment

The next meeting will be on December 4, 2020 at 1pm in Building D/E

Ms. Henderson made a motion to adjourn. Mr. Klosky adjourned.

Meeting adjourned at 2:45pm

Jeff Grunow, Secretary

Stephanie Brown, District Clerk

Barefoot Bay Recreation District

Treasurer's Report

December 4, 2020

Cash Balances in General Fund as of 11/23/20

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

Operating Cash in Banks

MB&T Operating Account 2,320,728.67

Total Operating Accounts: **2,320,728.67**

Interest Bearing Accounts

SBA Reserve Account 698,948.16

Total Interest Bearing Accounts **698,948.16**

Total Cash Balances in General Fund: \$ 3,022,176.83

Total Daily Deposits and Assessments Received for 11/6 - 11/23/20

Daily deposits: \$ 41,465.62

Assessments received: 1,064,702.13

Total Deposits Received **\$ 1,106,167.75**

Expenditures over \$5,000 for 11/6 - 11/23/20

Check Number	Vendor	Description	Check Amount
56127	Zambelli Fireworks	Final Payment for Firework Display on 11/11/20	5,000.00
56145	ABM Landscape & Turf Services	Golf Course & Ball Field Maint. - 11/2020	41,655.02
56150	Brevard County Tax Collector	2020 Property Taxes	31,419.31
56157	Family Pools Inc	Pool 2 Pit Replacement Projects	35,536.86
56192	Insight Partners	Air Handler & Condenser for Bldg. A Renovations	31,975.00
56196	Parkit Construction, Inc.	Pay Request #3 for Bldg. A Renovations	27,385.37
56214	Florida Power & Light Co	Electricity: 10/20	6,194.35
56215	Gabriel, Roeder Smith & Company	OPEB Actuarial Audit Services	7,000.00
56216	Health First Health Plans Inc	Employee Health Insurance: 12/20	25,064.97
56227	TLC Engineering Solutions Inc	Bldg. A Reno/Lounge & Patio Reno/Beach Restrooms	15,942.92
	Paychex	Net Payroll - PPE 11/8/20	52,874.65
	United States Treasury	Payroll Taxes - PPE 11/8/20	14,627.02
	Florida Department of Revenue	Sales Tax: 10 /20	<u>20,137.37</u>
Total Expenditures over \$5,000			\$ 314,812.84

Board of Trustees

Date: Friday, December 4, 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: Re-opening history, BBRD reopening timeline
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

(Actions taken by the BOT and staff from Friday, May 8, 2020 through Tuesday, September 22nd are listed as an attachment to this agenda memo.)

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
 - 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 2-9pm
 - Capacity inside-60 (including staff)
 - Picnic area-59 (including staff)
- 19th Hole
 - Hours of operation 9am-7pm (changed to 11am-8pm and 8am-8pm on Sundays effective November 4th)
 - Capacity-51 (including staff)
 - No seating on the porch

Tuesday, October 27, 2020

The BOT decided by consensus to not make any changes to the re-opening status, as recommended by staff, and will re-examine the situation at the next BOT meeting.

Friday, November 13, 2020

The BOT voted to put tables and chairs back on the 19th Hole porch and by consensus to keep the Billiards room closed. Staff stated their intent to provide at the December 4th BOT meeting a proposal to start limited lunch service at the 19th Hole and outdoor limited capacity weekend entertainment Lakeside starting in January 2021.

For BOT Meeting of Friday, December 4, 2020

Staff proposed the following:

19th Hole

- Lunch service 11am-3pm Monday – Saturday
- Hot dogs only on Sundays
- Prepared bar snacks 3-7pm

Lounge

- Hot dogs, snacks, and and/or pre-packaged food 2-9pm

Lakeside

- Entertainment alternate Saturdays and Sundays from 2-6pm (1 per weekend) with limited capacity (approximately 250 to start)

Catering

- Small event (clubs/organizations) catering at Building D/E through the 19th Hole
- Catering out of Building A to start in late March 2021 (after completion of the Building A Renovations project)

Underlying the choices is probability that the more open BBRD buildings and amenities become the more likely future COVID-19 exposures will 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.

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.

Board of Trustees Meeting Agenda Memo Attachment

Date: December 4, 2020
Title: **Phased Re-Opening Discussion – Pre-October 9, 2020 Actions**

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.

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 19th 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 19th Hole will open under the following conditions
 - Reduced capacity and limited hours of operations
 - Lounge: (30% capacity or 40 people including staff)
 - 19th 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
 - 19th 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 19th 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 19th Hole remain open under the following conditions
 - Relaxed reduced capacity and limited hours of operations
 - Lounge: (50% capacity or 60 people including staff)
 - 19th 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
 - 19th 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 19th 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)
 - 19th Hole
 - 102 capacity including staff
 - 19th 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.

Board of Trustees

Meeting Agenda Memo

Date: Friday, December 4, 2020

Title: **Steward Medical Group Proposed Ground Lease Letter of Intent**

Section & Item: 8.B

Department: Administration

Fiscal Impact: Rental rate being negotiated/TBD

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

Attachments:

Reviewed by General Counsel: Yes

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



Requested Action by BOT

Discussion regarding status of negotiations with Steward Medical Group on proposed Ground Lease/possible consideration of Letter of Intent.

Background and Summary Information

On Friday, June 12, 2020, the Board of Trustees considered a Letter of Intent dated April 27, 2020 for a ground lease for a Modular Medical Clinic proposed by Steward Medical Group based on an annual rental rate of 9% of the valuation of \$100,000.00 established in a Tuttle-Armfield-Wagner Appraisals & Research Inc appraisal report dated March 30, 2020. The revised site plan shows a 1,800 square foot building, and 18 parking spaces with ingress and egress off of Buttonwood Street.

The Board approved conceptually moving forward with a land lease at a rental rate and terms agreeable to BBRD Staff and General Counsel.

General Counsel has subsequently consulted with appraisal and real estate experts and determined terms which BBRD Staff supports. On November 25, 2020, General Counsel Repperger sent Steward Medical Group representatives correspondence formally proposing alternate terms. General Counsel Repperger and BBRD Staff will provide an update on the status of any response or negotiations with Steward Medical Group. If acceptable terms are reached, and LOI will be presented to the Board for consideration with a recommendation for approval.

Board of Trustees

Meeting Agenda Memo

Date: Friday, December 4, 2020
 Title: **DOR Violation 18-003582 701 Bougainvillea Circle**
 Section & Item: 9.A.i
 Department: Resident Relations, DOR
 Fiscal Impact: N/A
 Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager
 Attachments: 18-003582
 Reviewed by
 General Counsel: No
 Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Review violation and referral to General Counsel Repperger.

Background and Summary Information

ARTICLE III, Section 11 and Section 2 (D) - Exterior Maintenance

First Violation occurred on 8/20/2018, 11 follow ups and 18 pictures have been done since first Violation. Present and found in violation by the Violation Committee on November 13, 2020. Staff has signed Affidavit of Notices and attached pictures. Respondent has been notified by First Class Mail, Certified Mail and Property posted.

Staff recommends that the BOT refer this Violation to the General counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien.

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 18-003582

#3427/ 18-003582

BELL, WALTER I

PO BOX 145

NETCONG, NJ 07857

Respondent(s),

STATEMENT OF VIOLATION

PURSUANT to the Article(s) listed below, of the Barefoot Bay Deed of Restrictions, the undersigned DOR Enforcement Officer hereby gives notice of a violation or violations of the Deed of Restrictions of the Barefoot Bay Recreation District, described herein.

SECTION(S) OF DEED OF RESTRICTION VIOLATION(S)

• **ARTICLE III, SECT.11 and SECT 2(D) Exterior Maintenance**

(11) The exterior of each home, including, but not limited to, windows, screens, roofs, gutters, and siding shall be maintained in good condition at all times and/or in substantially the same condition as when each item was newly installed without gaps or openings. Only materials as approved by ARCC shall be used.

(D) In the event that any lawn, landscaped areas, driveway, carport or home is not maintained in compliance with the requirements of Section 2, Section 10, or Section 11 of Article III, the Recreation District shall have the right to enter upon the lot and take any action reasonably necessary to cause the home and lot to come into compliance with the requirement of subsections (A), (B), (C) of Section 2, Section 10, or Section 11 of Article III. The expense of such action shall be billed by the Recreation District to the owner, shall be a personal obligation of the owner, and shall be paid by the owner within thirty days after the owner is provided with written notice of such expenses. If payment is not made within the said thirty day period, the expense in question shall become a lien upon the said lot until paid, which lien shall have priority as of the date of recording of a notice thereof in the public records of Brevard county; provided, however, such lien shall not be superior to the lien for county taxes of the lien for the Recreation District's assessments and maintenance fees. The sum so due to the Recreation District may be collected by either an action of law, or the Recreation District shall have the right at its discretion to proceed to foreclose the above -described lien. In the event of such litigation, the Recreation District shall have the right to recover the costs thereof including a reasonable attorney's fee.

LOCATION/ADDRESS WHERE VIOLATION EXISTS

Block # 66 Lot # 8

701 BOUGAINVILLEA CIRCLE

BAREFOOT BAY, FL 32976

DESCRIPTION OF VIOLATION(s): Multiple Exterior Violations: CARPORT(Needs gutter pans), GUTTER(needs to be replaced on side of home), VINYL(needs to be fixed)

DATE OF VIOLATION FIRST OBSERVED: Aug 02, 2018

DATE OF OWNER/PERSON IN CHARGE GIVEN NOTICE OF VIOLATION:

February 12, 2019 via First Class

via Certified return receipt requested.

DATE ON/BY WHICH VIOLATION TO BE CORRECTED: December 01, 2020

November 23, 2020

Deed of Restictions Staff



701 Bougainvillea Cir. Must have 18 feet of covered parking space.
Nov 23, 2020



701 Bougainvillea Cir. Must have 18 feet of covered parking space.
Nov 10, 2020



701 Bougainvillea Cir. Must have 18 feet of covered parking space.
Oct 29, 2020



701 Bougainvillea. Carport
Aug 03, 2020

**BAREFOOT BAY RECREATION DISTRICT
BREVARD COUNTY, FLORIDA
NOTICE OF HEARING
OF
BOARD OF TRUSTEES**

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **01:00 PM** on **December 04, 2020** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

IF ANY INDIVIDUAL WISHES TO APPEAL ANY DECISION MADE BY THE BOARD OF TRUSTEES WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, A VERBATIM RECORD OF THE PROCEEDING WILL BE REQUIRED, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED SUCH PERSON MUST PROVIDE A COURT REPORTER, COURT STENOGRAPHER OR OTHER METHOD ACCEPTABLE TO A COURT OF LAW TO PROVIDE FOR SUCH VERBATIM RECORD; THE DISTRICT DOES NOT PROVIDE SUCH RECORD (FS 286.0105).

THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 772-664-3141.

November 23, 2020

Deed of Restrictions STAFF

**BAREFOOT BAY BOARD OF TRUSTEES
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 18-003582

#3427 / 18-003582
BELL, WALTER I,
PO BOX 145
NETCONG, NJ 07857

Respondent(s),

**RE: 701 BOUGAINVILLEA CIRCLE
Barefoot Bay, FL 32976**

AFFIDAVIT OF NOTICES

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared, Deed of Restrictions Enforcement Officer Mary Barry for the Barefoot Bay Recreation District, who after being duly sworn deposes and says:

1. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the _____ day of _____ 20____, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this _____ day of _____ 20____.



Mary Barry, DOR Inspector

The Foregoing instrument was acknowledged before me on _____ day of _____ 20____ by Mary Barry, who is personally known to me and did take an oath.

Notary Public
State of Florida at Large

Board of Trustees

Meeting Agenda Memo

Date: Friday, December 4, 2020

Title: **Interlocal Agreement with Brevard County for Potential CARES Act Funding**

Section & Item: 9.B

Department: Administration

Fiscal Impact: Potential reimbursement of \$37,141.82

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

Attachments: CARES Act Special Dist Interlocal Agt 112420 SLW (Repperger Edits), signed CARES Act Request letter 19Nov20

Reviewed by

General Counsel: Yes

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



Requested Action by BOT

Approve draft CARES Act Funding Interlocal Agreement with Brevard County Board of County Commissioners.

Background and Summary Information

On Friday, November 19, 2020, based on a notification from the Florida Association of Special Districts (FASD) and action taken by the Board of County Commissioner’s to delegate funding authority to District Commissioners on November 5, 2020 Mr. Coffey sent a request for CARES (Coronavirus Aid, Relief, and Economic Security) Act funding to District 3 Commissioner John Tobia requesting up to \$37,141.82 of unbudgeted COVID-19 related expenditures.

On November 24, 2020, the District 3 Commission Office forwarded BBRD’s funding request to the County workgroup processing funding requests. According to Special Assistant County Counsel Shannon Wilson, Brevard County has opted to treat the District as a municipal entity for review of the funding request. In order to process the request, Brevard County is requesting that BBRD enter into an interlocal agreement required of municipalities.

If the Board authorizes execution of the Agreement and pursues reimbursement, the Agreement will be presented to the Board of County Commissioners for its signature and recording. If the requested reimbursement expenditures are deemed eligible to qualify for funding reimbursement, the Board of County Commissioners may decide to authorize reimbursement of eligible expenditures, but is not obligated to do so.

INTERLOCAL AGREEMENT

CARES ACT FUNDING

THIS INTERLOCAL AGREEMENT is made and entered into by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County," and Barefoot Bay Recreation District, an independent special district organized under the Laws of Florida, Chapter 83-204 and Brevard County Ordinance 84-05, as subsequently amended and codified in Chapter 98, Article III, Div. II of the Brevard County Code of Ordinances hereinafter referred to as "District."

RECITALS:

WHEREAS, the United States Congress passed and the President signed on March 27, 2020, the "Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Act" to appropriate funding for a wide variety of needs and tremendous costs related to the coronavirus pandemic response to include an appropriation of \$150 billion to States, Tribal governments, and units of local government;

WHEREAS, funds were authorized to be allocated as a direct payment from the Department of the Treasury to certain units of local governments of a State that submit a certification for the purpose of receiving a direct payment;

WHEREAS, by relative population Brevard County was an eligible unit and submitted a certification and has received an appropriation of \$105 Million Dollars;

WHEREAS, in order to receive the allocation, the County was required to certify the funds will be used only in the County's response to COVID-19 and as further set forth herein;

WHEREAS, the County recognizes that the Special District will incur many of the same costs and needs the County will incur in responding to the COVID-19 pandemic and wishes to provide assistance to the District, in compliance with the CARES Act (including Guidance issued by the Department of Treasury) and as otherwise authorized by the Board of County Commissioners, as set forth herein; and

WHEREAS, this assistance will be of great benefit to the health, safety and welfare of the public.

NOW THEREFORE, the County and the District covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

SECTION 2. STATUTORY AUTHORITY. This Agreement shall be considered an Interlocal Agreement pursuant to the authority of Florida Statutes, Chapter 163, Part 1, 2020.

SECTION 3. CARES ACT REQUIREMENTS.

CARES Act funds may only be used to cover District expenses that:

- (a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; and
- (b) were not accounted for in the District's Budget most recently approved as of March 27, 2020; and
- (c) were or will be incurred during the period that began on March 1, 2020, and ends on December 30, 2020. The expense is incurred when the County has expended the funds to cover the expense or reimbursed the District for the expense.

The expenditure or reimbursement for expenditure must comply with the CARES Act and the Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (and Answers to Frequently Asked Questions which supplement the Guidance) issued by the Department of Treasury.

Revenue replacement is not a permissible use of CARES Act funds under the terms of this Agreement.

The District will not receive any CARES Act funding for any expense or cost that is paid for or reimbursed by another source.

SECTION 4. RESPONSIBILITY FOR EXPENDITURE OF CARES ACT FUNDS.

- (a) The County, as the recipient of \$105 million dollars of CARES Act funds, is responsible for ensuring that all expenditures, including those made or incurred on behalf of the District, meet the requirements set forth in Section 3 above.
- (b) The County has no legal obligation to appropriate or set aside any CARES Act funding for the District. This Agreement does not create a contractual right to any expenditure for the District.
- (c) The District, by submitting a request for expenditure of CARES Act funds, represents to the County that the request, relevant budgetary background for the budget most

recently approved as of March 27, 2020, and associated documentation has been appropriately reviewed by its staff to determine that the expenditure meets the requirements set forth in Section 3 above.

- (d) The District understands that the County will be audited in the future both internally and by the federal government to evaluate the eligibility of expenditures; that if an expenditure made to or on behalf of the District is determined to be ineligible, the County may be required to reimburse or pay the federal government back for the ineligible expenditure; and that the District agrees to pay the County back to the extent that the federal government requires the County to reimburse the ineligible expenditure. The District shall remit such payment to the County within 30 calendar days from the date the County notifies the District, in writing, that the federal government has demanded the return of CARES Act funds expended by the County at the request of the District, subject to any applicable appeal of the federal government's eligibility determination.
- (e) The County will not be responsible for any expenditure it agrees to make on behalf of the District if it is disallowed by the federal government.
- (f) All decisions by the County for the expenditure of funds under this Agreement, from the County's CARES Act appropriation, are final and not subject to any grievance, appeal, or litigation administratively or otherwise. All decisions are solely within the discretion of the County.

SECTION 5. COUNTY GUIDELINES; PROCEDURE FOR REQUESTING FUNDS.

- (a) The Board of County Commissioners of Brevard County approved the use of CARES Act funds for certain Public Health and Safety programs at its regular meeting on May 5, 2020. It is the County's intent to reimburse the District for District expenditures for the same types of programs as approved by the Board at the May 5, 2020 meeting, which are eligible for CARES Act funding, or as may otherwise be approved by the Board in the near future.
- (b) The County will provide the District with the procedures for requesting CARES Act funds, no later than five business days from the District's execution of this Agreement, which may be adjusted from time to time. Any changes to the procedures provided by the County will be transmitted to the District as soon as approved by the County Manager. The District agrees to provide documentation requested by the County in order to justify requested expenditures incurred due to the public health emergency with respect to COVID-19.
- (c) As of the date of the District's execution of this Agreement, the District will coordinate with the County regarding any purchase for which the District requests

CARES Act funding. The County may elect to make the purchase directly and distribute the purchased supplies, commodities, etc., to the District.

- (d) All purchase orders or contracts, whether issued by the District or the County, shall include the OMB Uniform Guidance contract clauses and FEMA required contract clauses.

SECTION 6. NOTICES.

All Notices required under this Agreement, and as not otherwise directed herein, shall be in writing and delivered to the parties by United States mail, hand delivery, express mail or electronic mail (email) as follows:

- (a) District Representative:

John Coffey, Community Manager,
Barefoot Bay Recreation District
625 Barefoot Boulevard
Barefoot Bay, FL 32976
jcoffey@bbrd.org
(772)664-3141

- (b) County Representative:

Jill Hayes, Director, Budget Office
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Bldg C
Viera, FL 32940
jill.hayes@brevardfl.gov
(321) 633-2153

SECTION 7. DEFAULT.

Either Party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

SECTION 8. SEVERABILITY

If any part of this Agreement is found to be invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

SECTION 9. EFFECTIVE DATE.

Pursuant to Chapter 163, Florida Statutes, the effective date of this Agreement shall be the date on which it is recorded with the Clerk of the Circuit Court in and for Brevard County.

SECTION 10. RECORDING.

Upon execution of this Agreement, the County shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded original of the Agreement to the District representative listed in Section 6.

SECTION 11. TERMINATION.

Either party to this Agreement can terminate this Agreement, with or without cause, by furnishing thirty days prior written notice as provided for in Section 6. However, the parties agree the provisions of Section 4 survive any termination of this Agreement.

SECTION 12. ATTORNEYS FEES.

In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

SECTION 13. VENUE AND NON-JURY TRIAL.

Any legal action to enforce, interpret, or construe the terms of this Agreement, shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be a non-jury trial.

SECTION 14. COMPLIANCE WITH STATUTES.

It shall be each party's responsibility to be aware of and comply with all federal, state, and local laws.

SECTION 15. ENTIRETY.

This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to this Agreement unless such amendments are in writing and signed by both parties

In witness whereof, the parties hereto have set their hands and seals on the date and year written below.

ATTEST:

BAREFOOT BAY RECREATION DISTRICT

Stephanie Brown, District Clerk

Joseph Klosky,
Chairman of the Board of Trustees
As approved by the Board on _____

Approved as to legal form and content:

Attorney for the Special District

ATTEST:

Scott Ellis, Clerk to the Board

**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**

Rita Pritchett, Chair

As approved by the Board on: _____

Approved as to legal form and content:

Attorney for the County



Barefoot Bay Recreation District

An Independent Special District of the State of Florida established in 1984.

625 Barefoot Boulevard
Barefoot Bay, Florida
32976-7305
Phone 772.664.3141
Fax 772.664.1928
www.bbrd.org

Board of Trustees

Joseph Klosky,
Chairman

Michael R. Maino,
1st Vice-Chair

Luann Henderson,
2nd Vice-Chair

Randy Loveland,
Treasurer

Jeff Grunow,
Secretary

Leadership Team

John W. Coffey, ICMA-CM,
Community Manager

Stephanie Brown,
District Clerk

Charles Henley,
Finance Manager

Rich Armington,
Resident Relations/
Human Resources Manager

Matt Goetz,
Property Services Manager

Kathy Mendes,
Food & Beverage Manager

Ernie J. Cruz,
PGA Certified Professional,
Golf Operations Manager

General Counsel

Clifford Repperger, Jr.,
WhiteBird, PLLC

Brevard County Board of County Commissioners
John Tobia, District 3 Commissioner
2539 Palm Bay Road, N.E., Suite 4
Palm Bay, FL 32905
(via email)

November 19, 2020

Dear Commissioner Tobia,

The Florida Association of Special Districts notified Barefoot Bay Recreation District (BBRD) this week that other states are dispersing CARES Act funding to special districts as they believe the Act does not prohibit special districts from receiving funds.

In accordance with the Brevard County Commission's action of delegation of recommended CARES Act funding to individual District Commissioners at its workshop on November 5, 2020, BBRD respectfully requests your consideration of reimbursing our year-to-date unbudgeted COVID-19 related expenditures of \$37,141.82 which are summarized below:

Unreimbursed Costs Through 11/17/20

\$ 13,881.31	Temp Employees (for enhanced health and safety screenings)
10,583.81	Severance Pay (for employees laid off due to pandemic)
6,933.55	PPE and Incidentals
	Unreimbursed Costs of COVID Leave (employee pay when exposed to COVID-19 in the workplace and awaiting test results)
<u>5,743.15</u>	
\$ 37,141.82	

Detailed information for each category is available upon request.

Sincerely,

John W. Coffey, ICMA-CM
Community Manager

Cc (via email): Board of Trustees; Trustee-elects; Cliff Repperger, General Counsel; and Stephanie Brown, District Clerk

Board of Trustees

Meeting Agenda Memo

Date: Friday, December 4, 2020
 Title: **Resident Relations-Finance Reorganization**
 Section & Item: 9.C
 Department: Resident Relations, Customer Service
 Fiscal Impact: \$19,063.62 reduction in recurring personnel and operating budgeted expenses
 Contact: Richard Armington, Resident Relations Manager, Charles Henley, Finance Manager, John W. Coffey ICMA-CM, Community Manager
 Attachments: Resolution 2020-16, Re-organization detail
 Reviewed by
 General Counsel: Yes
 Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Review proposed re-organization and approve Resolution 2020-16.

Background and Summary Information

Due to the COVID-19 pandemic, the following positions are vacant due to a soft hiring freeze:

Finance Department

1.00 FTE full-time Accounting Associate I

Resident Relations Department

0.63 FTE part-time H.R. Generalist/Office Coordinator

0.70 FT part-time DOR/ARCC Inspector

Due to seasonal work activities, and other factors, continuation of desired levels of Human Resources internal and external services is not possible without filling the H.R. Generalist/Office Coordinator. In reviewing operational needs, the Community Manager and Resident Relations/Human Resources Manager believe BBRD would be best served by converting said position to full-time. To offset the conversion cost, elimination of vacant part-time DOR/ARCC Inspector and Accounting Associate I positions are recommended as part of a two department reorganization.

The proposed reorganization would: Shift full-time benefits for one position from the Finance Department to the Resident Relations Department Add 0.33 FTE staffing (to convert the current part-time H.R. Generalist/Office Assistant to full-time) Decrease in various Resident Relations Departmental operating accountings Increase in professional fees and overtime accounts in the Finance Departmental accounts (to offset loss of full-time Accounting Associate I position) Reduce recurring personnel and operating costs by \$19,063.62 and transfer of said budget to Finance Department's Contingency line-item for future use as authorized by the BOT.

In summary the reorganization would affect the following departments' FY21 Budget:

Administration: Finance	(25,747.88)
Resident Relations: Customer Service	27,658.58
Resident Relations: DOR Enforcement	(20,974.32)
R&M/Capital	19,063.62
Total Budget Amendment	-

The Community Manager recommends the BOT approve the resolution #2020-16 amending the Administration, Resident Relations, and R&M/Capital Departments' FY21 Budget with a zero total financial impact.

RESOLUTION 2020-16

**A RESOLUTION OF THE BOARD OF TRUSTEES
OF THE BAREFOOT BAY RECREATION
DISTRICT AMENDING RESOLUTION 2020-08;
AMENDING THE BUDGET.**

WHEREAS, the Barefoot Bay Recreation District Board of Trustees adopted Resolution 2020-08, an operating Budget for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021; and

WHEREAS, the Board of Trustees is desirous of amending the previously adopted Budget; and

WHEREAS, the Board of Trustees has ascertained that the following amendments are necessary to provide for the operation of the District for the Fiscal Year 2020-21:

An Amendment to increase the FY2021 R&M/Capital Projects Department Budget by \$19,063.62 and to increase the FY2021 Resident Relations Department Budget by \$6,684.26 and to decrease the FY2021 Administration Department Budget \$25,747.88.

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

Section 1. The amendment shall be made to the operating Budget for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021.

Section 2. The Community Manager and the Finance Manager are directed to adjust FY 2020/21 Adopted Budget.

Section 3. This resolution shall become effective immediately upon adoption.

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

Chairman, Joseph Klosky
Trustee, Michael Maino
Trustee, Luann Henderson
Trustee, Jeff Grunow
Trustee, Randy Loveland

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 4th day of December 2020.

BAREFOOT BAY RECREATION DISTRICT

By: _____
Joseph Klosky,
CHAIRMAN

Jeff Grunow,
SECRETARY

Re-organization Detail

Department

Resident Relations

Account Name	Detail	Savings	FY21 Budget Cost	Net
Customer Service P/T Wages	0.63 FTE H.R. Generalist/Office Coord.	(19,800.00)	-	(19,800.00)
DOR P/T Wages	0.70 FTE DOR/ARCC Inspector	(19,437.00)	-	(19,437.00)
Customer Service F/T Salaries	1.00 FTE H.R. Generalist/Office Coord.	-	33,488.00	33,488.00
Payroll Taxes		(3,001.63)	2,561.83	(439.80)
401		-	1,005.00	1,005.00
Medical/Dental/Life Insurance		-	11,916.32	11,916.32
Workers Comp		(101.69)	53.43	(48.26)
Employee Recruitment & Testing		(300.00)	-	(300.00)
Travel and Training		(130.00)	-	(130.00)
Employee Clothing Allowance		(135.00)	-	(135.00)
Dues and Subscriptions		(50.00)	-	(50.00)

Resident Relations Department Sub-Total:

(42,955.32) 49,024.58 6,684.26

Finance

F/T Salaries	1.00 FTE Accounting Associate	(33,508.80)	-	(33,508.80)
Overtime	for audit preparation	-	725.00	725.00
Professional Fees	400 hours worth of temp labor	-	9,600.00	9,600.00
Payroll Taxes		(2,563.42)	55.46	(2,507.96)
Workers Comp		(56.12)	-	(56.12)

Finance Department Sub-Total:

(36,128.34) 10,380.46 (25,747.88)

Total Budgetary Impact

(79,083.66) 59,405.04 **(19,063.62)**

Board of Trustees Meeting Agenda Memo

Date: Friday, December 4, 2020

Title: **Building A Renovations Project: Change Order #3**

Section & Item: 9.D

Department: R&M/Capital Projects

Fiscal Impact: Net \$15,211.72 (assuming CVO donation is accepted)

Impact:

Contact: Matt Goetz, Property Services Manager, John W. Coffey ICMA-CM, Community Manager

Attachments: FCN 003 Parkit Electrical and Light Fixtures for Rear Shade Structure, Bldg A Renovations Change Order tracker, email between Community manager and vendor dated 17Nov20, signed change order 1 17Nov20, signed change order 2 17Nov20, signed change order 4 17Nov20

Reviewed by

General

Counsel: N/A

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



Requested Action by BOT

Review and approval of Change Order #3 to the Building A Renovations Project.

Background and Summary Information

On May 26, 2020, the BOT authorized Chairman Klosky to sign the contract with Parkit Construction in the amount of \$564,435.00 for the Building A Renovations project. Work commenced on August 4, 2020 (after a lengthy COVID-19 complicated building permit review and issuance process). As authorized by the BBRD Policy Manual, the Community Manager approved the following change orders on November 17, 2020:

- #1 Replace structural support under rooftop HVAC systems \$22,245.60 (plus 30 days)
- #2 Replace AC duct and exhaust fan system in eastside air handler room \$10,044.89
- #4 Remove and replace storage area floor to facilitate plumbing changes \$1,725.00

Due to the need to cut existing concrete to add electrical service to the Pavilion, previously donated by the CVO, staff requested Parkit Construction to develop a change order proposal for said work plus the installation of lights.

Change Order #3 (Add electrical run, step down transformer, lights, and ceiling fan outlet for the Pavilion costing \$17,767.50) would exceed the Community Manager's cumulative approval level of 10% due to the anticipated reduction of \$191,992.55 in the contract price (through the direct purchase of major equipment by BBRD), therefore the BOT must approve the proposal.

Offsetting the cost is the CVO request (next agenda item) to donate \$2,555.78 towards the project. Sufficient R&M Contingency (as added from the previous agenda item) is available to pay for the balance of Change Order #3. At the end of the project, staff will procure a commercial grade outdoor ceiling fan to add to the Pavilion.

Staff recommends the BOT approve Change Order #3 in the amount of \$17,767.50 as submitted by Parkit Construction for the addition of electrical service, lights, and ceiling fan outlet to the Pavilion and instruct staff to execute a Budget Transfer from R&M Contingency in the same amount.

Job No./Name BBRD Building A Parkit Construction, Inc.			Date Through 17-Nov-20	
FCN No. 3			RFI or RFP No. RCO No.	
Description of Work: Provide Electrical to Rear Canopy: Furnish and Install 4 new Vapor Resistant Lights; Conduit/Wire for 40 AMP Service Plus Switch, Outlet and Pre-wire for Fan - Includes Stepdown Transformer as well				
Subcontractor				
	Qty	U/M	Unit Cost	Total Amount
Electrical Systems Provision (Current Electrical)	1.00	LS	\$ 14,700.00	\$ 14,700.00
Concrete Restoration Work Over Conduit Trench (Tuffest)	1.00	LS	\$ 750.00	\$ 750.00
Total Subcontractor				\$ 15,450.00
Material				
	Qty	U/M	Unit Cost	Total Amount
Small tools / Consumables (5% of Labor)	0.05	LS	\$ -	\$ -
Total Material				\$ -
Labor				
	Qty	U/M	Unit Cost	Total Amount
	0.00	HRS	\$ -	\$ -
Total Labor				\$ -
Equipment				
	Qty	U/M	Unit Cost	Total Amount
Small Dump Truck per location	0.00	Days	\$ 360.00	\$ -
Roller / Compactor Estimate w/ Fuel	0.00	Days	\$ 300.00	\$ -
Small Crew Truck per Location	0.00	Days	\$ 96.00	\$ -
Total Equipment				\$ -
Other				
	Qty	U/M	Unit Cost	Total Amount
Dump Truck Fuel per location	0.00	Days	\$ 57.60	\$ -
Small Crew Truck per Location	0.00	Days	\$ 14.40	\$ -
Total Other				\$ -
Subtotal #1				\$ 15,450.00
Overhead Markup (Discount from 10 to 5)	5.00%		\$ 772.50	\$ 772.50
Profit Markup	10.00%		\$ 1,545.00	\$ 1,545.00
Bond (Not needed due to ODP reductions)	3.00%		\$ -	\$ -
Total Cost for Change				\$ 17,767.50
Time Requested		=		0 Days

Building A Renovations Project Contract Cost History

Date	Change Order #	Description	Change Order Cost	Revised Contract Cost	Approved By	Date Approved
26-May-20	N/A	Original contract		564,435.00	BOT	26-May-20
N/A	N/A	Various direct equipment purchases by BBRD (previous and remaining planned) as allowed by the contract	191,992.55	372,442.45	N/A	N/A
17-Nov-20	1	Replace structural support under rooftop HVAC systems	22,245.60	394,688.05	Comm. Mgr.	17-Nov-20
17-Nov-20	2	Replace AC duct and exhaust fan system in eastside air handler room	10,044.89	404,732.94	Comm. Mgr.	17-Nov-20
17-Nov-20	4	Remove and replace storage area floor to facilitate plumbing changes	1,725.00	406,457.94	Comm. Mgr.	17-Nov-20
17-Nov-20	3	Add Electrical run, step down transformer, lights, and ceil fan outlet to Pavilion (cost to be offset by CVO donation of \$2,555.78)	17,767.50	424,225.44	TBD	TBD
Total			51,782.99			

John Coffey

From: David Park <dpark1@cfl.rr.com> on behalf of David Park
Sent: Tuesday, November 17, 2020 11:27 AM
To: 'John Coffey'; 'Charles Henley'; 'Matt Goetz'; 'Accounts Payable'
Cc: dpark2@cfl.rr.com
Subject: RE: Parkit Construction Price Proposal for FCN 1 through 4 - BBRD Building A Renovations
Attachments: Schedule A Scope of Work Complete.pdf

John,

The current net contract price (not including the pending changes) should go down by at least another \$123,307.11 (sales tax exempt material plus freight) to \$372,442.45 since BBRD will be direct purchasing the kitchen equipment and realizing a corresponding savings on sales tax of \$8,402.30 on the kitchen equipment materials (see attached Schedule A). All totaled thus far in sales tax (HVAC & Kitchen Equipment Items), BBRD will have saved \$13,210.28 in terms of sales tax exemptions from the base contract dollar value previously provided of \$564,435.00

V/r,

Dave Park, PE, CGC | Owner / Director
Parkit Construction, Inc.
PO Box 120278 | West Melbourne, Florida 32912-0278
Phone 321.426.6556 | Fax 321-952-8120
Website: www.parkitconstruction.com (**UPDATED 7/12/18**)

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From: John Coffey [mailto:jcoffey@bbrd.org]
Sent: Tuesday, November 17, 2020 10:54 AM
To: David Park <dpark1@cfl.rr.com>; Charles Henley <charleshenley@bbrd.org>; Matt Goetz <mattgoetz@bbrd.org>; Accounts Payable <ap@bbrd.org>
Cc: dpark2@cfl.rr.com
Subject: RE: Parkit Construction Price Proposal for FCN 1 through 4 - BBRD Building A Renovations

Dave,

I will be returning FCN #s 1, 2 & 4 later today signed and approved. Before, I do that I need confirmation of what is the current net contract price. Pay request #3 says \$495,749.56. Please let me know if you have a more current number.

Sincerely,

John

From: David Park <dpark1@cfl.rr.com>
Sent: Tuesday, November 17, 2020 10:30 AM
To: 'John W Coffey' <jcoffey@bbrd.org>; 'Charles Henley' <charleshenley@bbrd.org>; 'Matt Goetz' <mattgoetz@bbrd.org>; ap@bbrd.org
Cc: dpark2@cfl.rr.com
Subject: Parkit Construction Price Proposal for FCN 1 through 4 - BBRD Building A Renovations
Importance: High

Good morning All:

Attached are price proposals for the following four items:

1. FCN #001 – Replace Structural Steel Dunnage under Rooftop A/C Units
2. FCN #002 – Replace AC Duct and Exhaust Fan Revisions
3. FCN #003 – Electrical and Light Fixtures for Rear Shade Structure
4. FCN #004 – Remove and Replace Rear Kitchen Floor Slab to Facilitate Plumbing Changes

FCN's numbered 1, 2 and 4 are more necessities in order to facilitate completion of the project inclusive of placing the designated outdoor a/c units on the roof. FCN #3 is an Owner preference/discretionary item for electrical service and lighting to the rear gazebo / shade structure. We have removed allowable bonding cost from the above mentioned proposals since the Owner Direct Purchase items reduce our original contract dollar value which will, in turn, offset increased bonding premiums that would be incurred if we went above the original contract dollar value. Moreover, we have discounted overhead from 10% allowable per contract to 5% since we don't need that much markup and we have not tiered the markups as allowed per contract. Please let us know, at your earliest convenience, if some or all of the attached proposals are considered to be acceptable so that we can proceed accordingly with the scope of work in these respective areas in the near term.

In addition, please note that we are waiting on pricing from our plumber to remove the existing unforeseen standpipe and to increase the length of the gas line hookup. We also need to see about pricing on any fire alarm revisions necessary as part of the permitting process. Ultimately, the BBRD may want to consider replacing all of the interior HVAC duct systems in the main auditorium of Building A at some point in the not too distant future since they have deteriorated over the years and we will be tying into them with new duct from the kitchen and bathroom areas. It will most likely be cost prohibitive to complete this work under our current contract with the BBRD at this time and the BBRD may want to contract this work directly with an HVAC company in the future in order to reduce/save on GC related markup.

In closing, please note that I will be meeting Jack Kramer with Complete Restaurant Equipment onsite later today at 1 PM today to go over the kitchen equipment placement including the new walk-in cooler/refrigerator. You are more than welcome to attend the meeting if you would like to do so as we will be working up the final purchase order /subcontract agreement (see attached) based on the equipment schedule provided with the change to the walk-in cooler manufacturer previously discussed.

As always, please feel free to contact us with any questions that you have or if we can be of further assistance. Thank you.

V/r,

Dave Park, PE, CGC | Owner / Director
Parkit Construction, Inc.
PO Box 120278 | West Melbourne, Florida 32912-0278
Phone 321.426.6556 | Fax 321-952-8120
Website: www.parkitconstruction.com (**UPDATED 7/12/18**)

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Job No./Name BBRD Building A Parkit Construction, Inc.		Date Through		17-Nov-20	
FCN No. 1		RFI or RFP No.		RCO No.	
Description of Work: Remove Existing, Deteriorated Structural Steel Dunnage on Low Roof: Install New Structural Steel Framework (Partially Cantilevered) for New A/C Rooftop Mounting System					
Subcontractor		Qty	U/M	Unit Cost	Total Amount
Remove and Dispose Existing Joists System		1.00	LS	\$ 100.00	\$ 100.00
Furnish & Install New Structural Steel Framework (RDS)		1.00	LS	\$ 19,244.00	\$ 19,244.00
Total Subcontractor					\$ 19,344.00
Material		Qty	U/M	Unit Cost	Total Amount
Small tools / Consumables (5% of Labor)		0.05	LS	\$ -	\$ -
Total Material					\$ -
Labor		Qty	U/M	Unit Cost	Total Amount
		0.00	HRS	\$ -	\$ -
Total Labor					\$ -
Equipment		Qty	U/M	Unit Cost	Total Amount
Small Dump Truck per location		0.00	Days	\$ 360.00	\$ -
Roller / Compactor Estimate w/ Fuel		0.00	Days	\$ 300.00	\$ -
Small Crew Truck per Location		0.00	Days	\$ 96.00	\$ -
Total Equipment					\$ -
Other		Qty	U/M	Unit Cost	Total Amount
Dump Truck Fuel per location		0.00	Days	\$ 57.60	\$ -
Small Crew Truck per Location		0.00	Days	\$ 14.40	\$ -
Total Other					\$ -
Subtotal #1					\$ 19,344.00
Overhead Markup (Discount from 10 to 5)		5.00%		\$ 967.20	\$ 967.20
Profit Markup		10.00%		\$ 1,934.40	\$ 1,934.40
Bond (Not needed due to ODP reductions)		3.00%		\$ -	\$ -
Total Cost for Change					\$ 22,245.60
Time Requested			=		30 Days

approved
J. W. Offey
17 Nov 20



November 11, 2020

To: David Park, Parkit Construction
From: Jamie Jacobes
Subject: Barefoot Bay Bldg A

RDS Industrial is pleased to provide the following quotation for the Barefoot Bay Bldg A project. RDS Industrial, Inc. proposes to furnish the necessary labor, equipment, and materials for the following scope of work.

Listed below are our bids for the items in our scope:

- Roof Top Structure – Fabricate, galvanize, and install approximately two steel roof top structures for A/C units per engineered drawings. Equipment included.

TOTAL: \$19,244.00

All pricing includes appropriate tax but does not include any additional engineering. A material deposit will be required.

This proposal assumes that RDS Industrial will be awarded all of the above and is good for 15 days.

Qualifications:

1. This proposal is based upon approval by a certified engineer of the railing designs AS DRAWN in the provided documents and as noted above. RDS Industrial has no way to know at this point if the designs presented on the drawings are structurally sound and conform to code requirements without conducting these engineering calculations. Should the designs require modification due to engineering deficiencies, pricing will be adjusted accordingly.
2. This proposal does not cover installations on PORCELAIN TILE. PORCELAIN TILE requires substantial additional labor to penetrate and will incur additional charges.
3. All work to be accomplished during a normal forty-hour work week, without the necessity of overtime, shift or weekend work.
4. Testing, Inspection, and associated costs are to be provided by others.
5. All embedded materials are furnish only.
6. Adequate elevation benchmarks and control lines are to be provided by the contractor.
7. Wherever there is a design or material conflict in the contract documents, it is assumed Architectural Details will supersede.
8. Quote assumes reasonable access to job site on a daily basis including at least eight hours of work time. Obstructed access or undisclosed conditions leading to additional mobilization will result in a change order.
9. Quote assumes all architectural and MEP items will be removed by others such as to allow safe and full access for installation.
10. All necessary coordination related to embeds and drilling of post-tensioned slabs is the responsibility of others, specifically but not limited to slab x-rays.
11. Quote assumes all backing materials will be in place and provided by others.
12. Quote assumes in stock, standard color for powder coating and paint unless otherwise specified. Custom colors will be an additional expense.
13. No work shall begin until a copy of the Notice of Commencement, a fully executed contract and/or a deposit have been received by RDS Industrial, Inc. Estimated project lead times begin upon receipt of said items.

Exclusions:

1. All Demolition
2. Concrete
3. Reinforced Steel
4. Light gauge framing/dry wall/all finish materials
5. Gauge material
6. Finish paint

- 7.Touch-up paint
- 8.Caulking/grouting, etc.
- 9.Permanent or temporary Safety Rails
- 10.All permanent Life Safety Items
- 11.Any items not specifically called out in the scope of work

Jamie Jacobes
RDS Industrial, Inc.
321-631-0121 office
321-917-6906 cell

Job No./Name BBRD Building A Parkit Construction, Inc.		Date Through		17-Nov-20	
FCN No. 2		RFI or RFP No.		RCO No.	
Description of Work: Duct Work / Opening Changes - Remove Existing Exhaust Fan, Increase and Brace Existing Structural Openings and Install New Exhaust Fan System					
Subcontractor		Qty	U/M	Unit Cost	Total Amount
Remove and Dispose Exhaust Fans and Ducts		1.00	LS	\$ 150.00	\$ 150.00
24.5 x 24.5 Opening Exhaust Fan (Tuffest Concrete)		1.00	LS	\$ 550.00	\$ 550.00
64" Opening Duct Work Expand & Reinforce (Tuffest)		1.00	LS	\$ 800.00	\$ 800.00
Mechanical Duct & Exhaust Fan Rev (Keep N Cool)		1.00	LS	\$ 6,750.00	\$ 6,750.00
Total Subcontractor					\$ 8,250.00
Material		Qty	U/M	Unit Cost	Total Amount
Steel Angles (RDS Industrial for 64" & 24" Opening)		1.00	LS	\$ 452.61	\$ 452.61
5.5" x 3/4" Wedge Anchor Bolts (Home Depot)		1.00	LS	\$ 32.08	\$ 32.08
Small tools / Consumables (5% of Labor)		0.05	LS	\$ -	\$ -
Total Material					\$ 484.69
Labor		Qty	U/M	Unit Cost	Total Amount
Total Labor		0.00	HRS	\$ -	\$ -
Equipment		Qty	U/M	Unit Cost	Total Amount
Small Dump Truck per location		0.00	Days	\$ 360.00	\$ -
Roller / Compactor Estimate w/ Fuel		0.00	Days	\$ 300.00	\$ -
Small Crew Truck per Location		0.00	Days	\$ 96.00	\$ -
Total Equipment					\$ -
Other		Qty	U/M	Unit Cost	Total Amount
Dump Truck Fuel per location		0.00	Days	\$ 57.60	\$ -
Small Crew Truck per Location		0.00	Days	\$ 14.40	\$ -
Total Other					\$ -
Subtotal #1					\$ 8,734.69
Overhead Markup (Discount from 10 to 5)		5.00%		\$ 436.73	\$ 436.73
Profit Markup		10.00%		\$ 873.47	\$ 873.47
Bond (Not needed due to ODP reductions)		3.00%		\$ -	\$ -
Total Cost for Change					\$ 10,044.89
Time Requested			=		0 Days

approved
[Signature]
 17 Nov 20

Job No./Name BBRD Building A Parkit Construction, Inc.		Date Through 17-Nov-20			
FCN No. 4		RFI or RFP No. RCO No.			
Description of Work: Remove and Replace Existing Flooring Slab (11x10 prx) to Facilitate Underground Plumbing Tie-In Revisions in Rear Kitchen Area by Unforeseen Standpipe - To be Placed with New Concrete Walk-In Slab					
Subcontractor		Qty	U/M	Unit Cost	Total Amount
Remove & Replace 11x10 Concrete Slab		1.00	LS	\$ 1,500.00	\$ 1,500.00
Total Subcontractor					\$ 1,500.00
Material		Qty	U/M	Unit Cost	Total Amount
Small tools / Consumables (5% of Labor)		0.05	LS	\$ -	\$ -
Total Material					\$ -
Labor		Qty	U/M	Unit Cost	Total Amount
Total Labor		0.00	HRS	\$ -	\$ -
Equipment		Qty	U/M	Unit Cost	Total Amount
Small Dump Truck per location		0.00	Days	\$ 360.00	\$ -
Roller / Compactor Estimate w/ Fuel		0.00	Days	\$ 300.00	\$ -
Small Crew Truck per Location		0.00	Days	\$ 96.00	\$ -
Total Equipment					\$ -
Other		Qty	U/M	Unit Cost	Total Amount
Dump Truck Fuel per location		0.00	Days	\$ 57.60	\$ -
Small Crew Truck per Location		0.00	Days	\$ 14.40	\$ -
Total Other					\$ -
Subtotal #1					\$ 1,500.00
Overhead Markup (Discount from 10 to 5)		5.00%		\$ 75.00	\$ 75.00
Profit Markup		10.00%		\$ 150.00	\$ 150.00
Bond (Not needed due to ODP reductions)		3.00%		\$ -	\$ -
Total Cost for Change					\$ 1,725.00
Time Requested			=		0 Days

Approved
J. W. Offey
17 Nov 20

**Complete Restaurant Equipment
Attachment A: Base Purchase Order and Subcontract SOV
Barefoot Bay Building A**

Unit Item #	Material Description	Unit Quantity	Unit Measure	Unit Price	Extension	Notes
1	Walk-in Cooler/Freezer Remote	1	Ea	\$ 26,177.80	\$ 26,177.80	Hurricane Rated Am Panel per 7/30 quote
2	Shelving	1	Lot	\$ 1,942.08	\$ 1,942.08	Cambro Units per 7/30 quote
3	Hand Sink	1	Ea	\$ 246.81	\$ 246.81	Krowne Metal HS-10
4	Table, Prep w/ Sink	1	Ea	\$ 3,852.03	\$ 3,852.03	Eagle Group Per Plans and 7/30 quote
5	Clean Dishtable	1	Ea	\$ 658.73	\$ 658.73	Eagle Group Per Plans and 7/30 quote
6	Wrewasher, Door Type, High Temp	1	Ea	\$ 10,733.11	\$ 10,733.11	Tempstar Dishwasher per Plans & 7/30 qt
7	Dishtable, L Shape	1	Ea	\$ 2,544.35	\$ 2,544.35	Eagle Group Per Plans and 7/30 quote
8	Mop Sink	1	Ea	\$ 285.66	\$ 285.66	T&S Brass Per Plans and 7/30 quote
9	Hand Sink	1	Ea	\$ 122.20	\$ 122.20	BK Resources Per Plans and 7/30 quote
10	Freezer, Under Counter, BluAir	1	Unit	\$ -	\$ -	BBRD providing after Construction
11	Fryers, Deep Fat Gas w/ Opt Covers	2	Ea	\$ 1,528.16	\$ 3,056.32	Southbend Per Plan & Quote w/ Opt Cov
12	Gas Countertop Griddle	1	Ea	\$ 3,777.84	\$ 3,777.84	Southbend Per Plan & 7/30 quote
13	Hot Food Table	1	Ea	\$ 2,530.50	\$ 2,530.50	APW Wyott Per Plans and 7/30 quote
14	Charbroiler	1	Ea	\$ 3,725.09	\$ 3,725.09	Southbend PerPlan & 7/30 quote
15	Refrigerator Stand, Tru-Food Serv.	1	Ea	\$ -	\$ -	BBRD providing after Construction
16	Range, Restaurant Gas	1	Ea	\$ 3,207.60	\$ 3,207.60	Southbend per Plans and 7/30 quote
17	Salamander Broiler	1	Ea	\$ 3,301.69	\$ 3,301.69	Southbend per Plans and 7/30 quote
18	Convection Steamer	1	Ea	\$ 8,921.02	\$ 8,921.02	Accutemp per Plans and 7/30 quote
19	Convection Oven Proofer	1	Ea	\$ 8,764.47	\$ 8,764.47	Moffat per Plans and 7/30 quote
20	Captive-Aire Hood System	1	Package	\$ 27,355.99	\$ 27,355.99	Captive-Aire w/ Fans per Plan & Quote
21	Oven Microwave, Panasonic	1	Ea	\$ -	\$ -	BBRD providing after Construction
22	Heat Lamp	2	Ea	\$ 201.89	\$ 403.78	APW Wyott Per Plans and 7/30 quote
22.1	Expeditors Line	1	Ea	\$ 6,804.55	\$ 6,804.55	Titan Stainless Per Plans and 7/30 quote
23	48"W x 24"D x 29.5"H Manitowoc	1	Ea	\$ -	\$ -	BBRD Existing Ice Machine to Fit in Area
24	Refrigerator Roll-in Tru 83.74" High	1	Ea	\$ -	\$ -	BBRD providing after Construction
25	Oven Slow Cook Hold Alto Sham	1	Ea	\$ -	\$ -	BBRD providing after Construction
26	Dolly, Dishrack Cambro	2	Ea	\$ -	\$ -	BBRD providing after Construction
27	Worktable w/Overshelf BK Res	2	Ea	\$ -	\$ -	BBRD providing after Construction
28	Cart, Banquet Serv, Alto-Sham	1	Ea	\$ -	\$ -	BBRD providing after Construction

29	Refrigerator Worktop, Blu-Air	1	Ea	\$ -	\$ -	BBRD providing after Construction
30	Cart, Dish & Tray	2	Ea	\$ -	\$ -	BBRD providing after Construction
31	Cabinet Mobile Warm&Hold Alto	1	Ea	\$ -	\$ -	BBRD providing after Construction
32	Shelving Lot, Cambro	1	Lot	\$ 1,621.24	\$ 1,621.24	Cambro Units per 7/30 quote
Total						
	No Tax BBRD Owner Direct Purchase			\$ 120,032.86		Paid Directly by BBRD to Complete
	Freight			\$ -		Credit of \$8402.30 Parkit to BBRD
	Hood Installation			\$ 3,274.25		Paid Directly by BBRD to Complete
	Equipment Delivery/Install			\$ 29,400.00		Paid Directly by Parkit to Complete
	Total			\$ 12,500.00		Paid Directly by Parkit to Complete
				\$ 165,207.11		Total to Complete

Additional Notes:

- 1.) Floor Ramp may be needed for Walk-In at a total pre-tax price of \$326.00. Review as part of permit submittal.
- 2.) 5 additional gas connectors may be needed at a total pre-tax price of \$1,589.86. Waiting on Plumber to address

Board of Trustees

Meeting Agenda Memo

Date: Friday, December 4, 2020

Title: **CVO Donation to Offset Cost of Pavilion Electrical Service Change Order to Building A Renovations Project**

Section & Item: 9.E

Department: R&M/Capital Projects

Fiscal Impact: \$2,555.78 donation from CVO to offset total cost of \$17,767.50 (Building A Renovations Project Change Order #3)

Contact: Matt Goetz, Property Services Manager, John W. Coffey ICMA-CM, Community Manager

Attachments: Email between Community Manager and CVO President, Policy Manual Excerpt

Reviewed by

General Counsel: N/A

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



Requested Action by BOT

Acceptance of donation from the Barefoot Bay Civic Volunteer Association (CVO) to offset the cost of electrical service, lights, and ceiling fan outlet to the Pavilion.

Background and Summary Information

On December 7, 2018, the BOT approved a donation from the CVO and awarded contract for the procurement of a 40' Hexagonal Duo-Top Structure to be placed on the concrete pad behind Building A.

On September 13, 2019, the BOT approved a donation from the CVO to pay for 67% of the cost for new outdoor furniture to be used at the Pavilion and Lakeside.

The addition of electrical service and lights was not originally included in the project due to the planned upgrade of the Building A electrical system as part of the current Building A Renovations project. Hence, staff solicited the change order #3 (cost of \$17,767.50) from Parkit Construction to run electrical service to the pavilion (including a step down transformer), install lights, and pre-wire a ceiling fan connection outlet.

CVO President VanBerschot requests to donate \$2,555.78 to offset the cost of the change order to BBRD. Per BBRD Policy Manual, the party requesting to donate the item must pay BBRD the cost, and staff will procure the donation.

Hence, staff recommends, the BOT accept the \$2,555.78 donation from the CVO to offset the cost of electrical service, lights, and ceiling fan outlet to the Pavilion.

John Coffey

From: Elaine Van Berschot <evanberschot6@yahoo.com> on behalf of Elaine Van Berschot
Sent: Tuesday, November 17, 2020 7:23 PM
To: John Coffey
Subject: Re: Pavilion electrical and lights

Sorry to hear this John. We have \$2,555.78 left in the lawsuit money. Initially, we were hoping to pay for in-house electricity installation and with remaining cash buy a fan for the Pavilion. So, if this \$2555.78 will help in the Building A Renovation to include the Pavilion electricity, the District is welcome to it.

Elaine VanBerschot

On Tuesday, November 17, 2020, 04:00:57 PM EST, John Coffey <jcoffey@bbrd.org> wrote:

Elaine,

Attached is a proposed change order to the Building A Renovations project to run electricity to the pavilion, install lights and a fixture for a future ceiling fan. Problematic is the need for a step down transformer that has significantly increased the cost. Hence, I will need to put this on the December 4th BOT meeting agenda for approval. The cost is approximately \$17,800 so I was wondering if you still had any of the old class action lawsuit money available to offset the cost to BBRD? Please let me know via email by close of business Monday, November 23rd so I can finalize the agenda memo.

Sincerely,

John W. Coffey, ICMA-CM

Community Manager

Barefoot Bay Recreation District

625 Barefoot Blvd.

Barefoot Bay, FL 32976

Phone: 772.664.3141

Fax: 772.664.1928

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

Barefoot Bay Recreation District Policy Manual
GENERAL RULES APPLICABLE TO DISTRICT FACILITIES

7. The gas grill is available for use at Pool 1 by residents and their guests on a first come, first served basis.¹³⁵
8. Residents must wipe the grill and cooking area clean when cooking is complete.
9. Residents assume all responsibility for food safety.
10. Due to the potential risks, residents using grills are required to sign a waiver and assume all responsibility for the cooking and safety of the prepared food.
11. Residents must provide their own cooking tools.
12. All commercial entity hosted for-profit, revenue-based, food service special events, excluding outside commercial entity catering and/or simple food delivery for resident or club-hosted meetings or special events, are prohibited from being held in any District owned facilities.¹³⁶
13. Any private commercial caterer and/or event planner providing food-related services for any resident or club-hosted meeting or special event, excluding simple food service delivery, shall be required to execute an indemnification and hold harmless agreement in favor of the District related to any food related services provided.

3.5 Guidelines for Gift and or Memorials for the Barefoot Bay Recreation District¹³⁷

All gifts and /or memorials plans must be submitted for review by the Community Manager for compliance with the guidelines below. Those meeting the criteria below may be recommended for acceptance to the Board of Trustees at a regularly scheduled meeting. Acceptance of any memorial or gift meeting the criteria shall be at the discretion of the Board of Trustees. The Board of Trustees reserves the right to decline the acceptance of gifts or memorials due to inappropriateness, restrictions placed upon the gift or memorial and any potential financial or legal liability and for any other reason.

1. No gifts or memorials may be considered until the person has been deceased for more than 90 days.
2. Residents desiring to donate gifts and/or memorials shall work with staff to determine the costs of the memorial or item. The cost of the item will be presented to the donor. BBRD will purchase the item after the resident has paid for the item(s) and assume legal liability for the item.
3. No restrictions can be placed on the use or ownership of the gift or memorial. The BBRD is the sole owner of all gifts and will determine the use of the gift or memorial.
4. The gift or memorial must be deemed appropriate by the Community Manager and the Board of Trustees.
5. The Community Manager must determine all short and long-term costs of all gifts and memorials. These costs shall include the maintenance, repair, upkeep, insurance and/or any other hazards or liability. The placement of any memorial or gift shall not interfere with the maintenance of District facilities.
6. The acceptance, placement, use and removal of gifts and memorials are at the sole discretion of the District.
7. Plaques for all memorials shall not be considered permanent, and will be removed at the sole discretion of the District when they deteriorate.

Board of Trustees

Meeting Agenda Memo

Date: Friday, December 4, 2020
 Title: **2021 Independence Weekend Fireworks Display**
 Section & Item: 9.F
 Department: Property Services, Recreation
 Fiscal Impact: \$10,000.00 (FY21 Budget of \$10,000.00)
 Contact: Kathy Mendes, Food & Beverage Manager, John W. Coffey
 ICMA-CM, Community Manager
 Attachments: Zambelli proposed contract
 Reviewed by
 General Counsel: N/A
 Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Waiver of second bid requirement and approval of the attached proposal.

Background and Summary Information

The FY21 Budget contains \$10,000.00 in the Property Services Department: Recreation Sub-Department: Resident Activities line-item for the fourth annual fireworks. Zambelli is the vendor who provided last three years' displays. Staff and residents were very happy with their product each year. Hence, staff solicited a new proposal from the company for a Saturday, July 3,, 2021 display. The rainout makeup date would be November 11, 2021.

Staff recommends the BOT waive the second bid requirement and approve the proposal from Zambelli in the amount of \$10,000.00.

ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of **this 11th Day of November, 2020**, by and between:

Zambelli Fireworks Manufacturing Co. of New Castle, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

Barefoot Bay Recreation District (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks;
and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below (hereinafter referred to as the "Postponement Date") if the Display is postponed as provided herein, which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

Display Date: July 3, 2021 Postponement Date: _____

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of **\$10,000** (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due at noon

three (3) days prior to the Display Date. Zambelli reserves the right to add to Client's invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third party shipping costs) to Zambelli after the date of this Contract. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.

5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:
 - (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
 - (b) Zambelli will secure all permits necessary for the Display as required, including but not limited to police, local, and state permits, and arrange for any security bonds or insurance as required by law. In addition Zambelli will notify and obtain permission from the FAA to display fireworks. Client will assist Client when appropriate in completing permit applications.
 - (c) **If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.**
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police and monitor and appropriately control the behavior of persons in these

areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.

7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and there will be no refund of the Deposit or fifty percent (50%) of the Purchase Price, whichever is greater.
11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
 - (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (c) If Client cancels the Display from five (5) days prior the Display to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not

limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.

12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character or performance of the Display.
13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
15. This contract shall be deemed made in the State of Florida and shall be construed in accordance with the laws of the State of Florida, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the State of Florida and the Federal District Court for the Southern District of Florida to decide all disputes regarding this Contract.
16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorney's fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not

the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

- 21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
- 22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to 625 Barefoot Blvd., Barefoot Bay, FL 32976.
- 23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
- 24. _____

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR Client:

FOR: Zambelli Fireworks Manufacturing Co.

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please sign contract where indicated for Client and return all copies for final acceptance to:

Zambelli Fireworks Manufacturing Co.
1060 Holland Drive, Suite J
Boca Raton, FL 33487
561-395-0955 FAX 561-395-1799

Board of Trustees

Meeting Agenda Memo

Date: Friday, December 4, 2020
 Title: **FY21 Employee Pay and Classification Plan**
 Section & Item: 9.G
 Department: Resident Relations, Customer Service
 Fiscal Impact: FY21 Budget of \$73,500.00 for COLA/Merit increases
 Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager
 Attachments: Resolution 2020-15, Exhibit A FY21 Approved Pay Plan, poster-fl-minimum-wage-2021-english
 Reviewed by
 General Counsel: Yes
 Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Review recommended pay and classification plan and approve Resolution 2020-15.

Background and Summary Information

Beginning in FY17, BBRD adopted a formal pay and classification plan based on a representative employee pay survey and an internal comparative worth review to ensure the continued equity of the pay and classification plan where employees performing comparable work are fairly compensated. In early 2019, staff updated the previous salary survey and identified BBRD’s pay and classification plan was approximately 7.4% below market average. To address this deficiency, the BOT included in the FY20 Approved Budget a 2.5% increase to the minimum pay of non-tipped employee classifications and a maximum 5.0% employee incentive (COLA and merit increase).

The FY21 employee pay and classification plan, will update BBRD’s personnel system for compliance with the 2021 Florida minimum wages of \$5.54 for tipped employees and \$8.56 for non-tipped employees. Of note, BBRD’s minimum wages will continue to be slightly higher than the State’s requirements as shown below:

2021 Minimum Wage Comparison		
	Tipped	Non-tipped
State	5.63	8.65
BBRD	5.67	8.91
Difference	0.04	0.26

The reader should note that Florida’s tipped minimum wage is a calculation of the non-tipped minimum wage minus \$3.02 therefore causing a higher percentage COLA for tipped employees as compared to non-tipped employees. Therefore, BBRD’s FY21 COLA and merit maximums are as follows:

	COLA	Merit Max.	Total
Non-tipped	1.5%	3.5%	5.0%
Tipped	2.4%	2.6%	5.0%

One change is recommended to the pay plan:
 - Addition of “F&B Expeditor” position as non-exempt pay grade 1 (to bring food from the new Building A kitchen to the Lounge/Lakeside area in the future)

The reader should note that FY22's Pay and Classification Plan will need to be adopted prior to October 1, 2021 due to the voter approved State Constitutional Amendment increasing the minimum wages to \$10.00 an hour for non-tipped and \$6.98 an hour for tipped employees effective October 1, 2021 and an additional \$1.00 an hour each subsequent year until 2026 when the annual increase returns to the CPI.

The Community Manager recommends the BOT approve the resolution #2020-15 thereby adopting the FY21 Employee Pay and Classification Plan effective December 21, 2020 with a maximum of a 5.0% combined COLA and merit increase for all eligible employees*.

* Indicates employees who are paid higher than their maximum pay grade for FY21 will not be eligible for either the COLA or merit increase.

RESOLUTION 2020-15

A RESOLUTION OF THE BAREFOOT BAY RECREATION DISTRICT SUPERSEDING AND REPLACING RESOLUTION 2019-17 AND ADOPTING AN EMPLOYEE PAY AND CLASSIFICATION PLAN FOR FISCAL YEAR 2020-2021; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT WITH OTHER PROVISIONS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Trustees desires to maintain a competitive pay and classification plan to attract and maintain a qualified workforce; and

WHEREAS, the Board of Trustees first adopted a formal pay and classification plan Resolution 2017-18; and

WHEREAS, an annual internal comparative worth review was conducted to ensure the continued equity of the pay and classification plan where employees performing comparable work are fairly compensated; and

WHEREAS, the Board of Trustees adopted Fiscal Year 2020-2021 Operating Budget Resolution 2020-08 which contains funding for employee compensation; and

WHEREAS, the Board of Trustees adopted Fiscal Year 2020-2021 Operating Budget Resolution 2020-08 which contains funding a maximum of 5.0% increase per employee to be split between a cost-of-living-increase and a merit-based increase; and

WHEREAS, on December 6, 2019, the Board of Trustees adopted Resolution 2019-17 which adopted an Employee Pay and Classification plan for fiscal year 2019-2020; and

WHEREAS, the State minimum pay for tipped non-exempt employees is scheduled to increase to \$5.63 per hour on January 1, 2021; and

WHEREAS, the State minimum pay for non-tipped non-exempt employees is scheduled to increase to \$8.65 per hour on January 1, 2021; and

WHEREAS, the Board of Trustees desires to maintain a pay and classification plan that is gender neutral and based on each employee's ability to perform her/his job and job market conditions; and

WHEREAS, the Board of Trustees desires to formally adopt an employee pay and classification plan so residents and employees understand the minimum and maximum pay for each position;

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

Section 1. The Fiscal Year 2020-2021 Employee Pay and Classification Plan appearing as Exhibit “A” of this Resolution is hereby adopted to serve as the basis of employee compensation of Barefoot Bay Recreation District. The Employee Pay and Classification Plan appearing as Exhibit “A” of this Resolution shall supersede and replace any previously adopted Employee Pay and Classification Plan and shall apply prospectively beginning December 21, 2020.

Section 2. Severability.

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

Section 3. Conflict with other Provisions.

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

Section 4. Effective Date.

The Fiscal Year 2020-2021 Employee Pay and Classification Plan appearing in Exhibit “A” of this Resolution shall take effect December 21, 2020.

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

Chairman Joseph Klosky
Trustee Jeff Grunow
Trustee Randy Loveland
Trustee Michael R. Maino
Trustee Luann Henderson

The Chairman thereupon declared this resolution Done and Adopted this 4th day of December 2020.

BAREFOOT BAY RECREATION DISTRICT

By: _____
JOSEPH KLOSKY, Chairman

Attest: _____
JEFF GRUNOW, Secretary

Exhibit A
FY21 Pay and Classification Plan (Adopted by the BOT on December 4, 2020)

<u>Position</u>	<u>Classification</u>	<u>Grade</u>	<u>Min*</u>	<u>Mid</u>	<u>Max</u>
Finance Manager	Mgr.	115	33.79	40.55	47.31
	Mgr.	114	32.97	39.56	46.16
	Mgr.	113	32.16	38.60	45.03
	Mgr.	112	31.38	37.66	43.93
	Mgr.	111	30.61	36.74	42.86
Food & Beverage Manager	Mgr.	110	29.87	35.84	41.82
Resident Relations/H.R. Manager	Mgr.	109	29.14	34.97	40.80
	Mgr.	108	28.43	34.11	39.80
Golf Operations Manager	Mgr.	107	27.74	33.28	38.83
	Mgr.	106	27.06	32.47	37.88
	Mgr.	105	26.40	31.68	36.96
District Clerk	Mgr.	104	25.76	30.91	36.06
Property Services Manager	Mgr.	103	25.13	30.15	35.18
Lead Accountant	Exempt	38	21.67	26.00	30.33
	Exempt	37	21.14	25.37	29.59
	Exempt	36	20.62	24.75	28.87
	Exempt	35	20.12	24.14	28.17
	Exempt	34	19.63	23.56	27.48
	Exempt	33	19.15	22.98	26.81
	Exempt	32	18.68	22.42	26.16
	Exempt	31	18.23	21.87	25.52
	Exempt	30	17.78	21.34	24.90
	Exempt	29	17.35	20.82	24.29
	Exempt	28	16.93	20.31	23.70
	Exempt	27	16.51	19.82	23.12
	Exempt	26	16.11	19.33	22.55
	Exempt	25	15.72	18.86	22.00
Kitchen Supervisor	Exempt	24	15.33	18.40	21.47
Accounting Associate III	Non-Exempt	28	16.93	20.31	23.70
Accounting Associate II	Non-Exempt	27	16.51	19.82	23.12
Golf Professional	Non-Exempt	26	16.11	19.33	22.55
Accounting Associate I	Non-Exempt	26	16.11	19.33	22.55
P.S. Crew Leader	Non-Exempt	25	15.72	18.86	22.00
Custodian Supervisor	Non-Exempt	25			
Pool Sup./Office Coordinator	Non-Exempt	25			
H.R. Generalist/Office Coordinator	Non-Exempt	24	15.33	18.40	21.47
Catering Coordinator	Non-Exempt	23	14.96	17.95	20.94
Bldg. Tech III	Non-Exempt	23			
Maintenance/Audio-Visual	Non-Exempt	22	14.60	17.51	20.43
Bldg. Tech II	Non-Exempt	22			

Non-tipped minimum of pay scale is \$0.26 higher than the 2021 Florida minimum non-tipped wage of \$8.65. Tipped minimum of pay scale is \$0.04 higher than the 2021 Florida minimum tipped wage.

Exhibit A
FY21 Pay and Classification Plan (Adopted by the BOT on December 4, 2020)

<u>Position</u>	<u>Classification</u>	<u>Grade</u>	<u>Min*</u>	<u>Mid</u>	<u>Max</u>
Bldg. Tech/Mechanic	Non-Exempt	22			
	Non-Exempt	21	14.24	17.09	19.94
Administrative Assistant	Non-Exempt	20	13.89	16.67	19.45
DOR/ARCC Administrative Assistant	Non-Exempt	20			
DOR/ARCC Inspector	Non-Exempt	19	13.55	16.26	18.97
Calendar/RV Coordinator	Non-Exempt	19			
Lead Cook	Non-Exempt	19			
Lead Pool Tech	Non-Exempt	19			
Landscape/Irrigation Technician	Non-Exempt	18	13.22	15.87	18.51
Community Watch Officer	Non-Exempt	17	12.90	15.48	18.06
Accounting Clerk	Non-Exempt	17			
Bldg. Tech I	Non-Exempt	17			
Customer Service Clerk	Non-Exempt	16	12.59	15.10	17.62
Lead Grounds Keeper	Non-Exempt	15	12.28	14.73	17.19
Custodian/AV Tech	Non-Exempt	14	11.98	14.38	16.77
	Non-Exempt	13	11.69	14.02	16.36
Lead Custodian	Non-Exempt	12	11.40	13.68	15.96
Pool Tech	Non-Exempt	12			
	Non-Exempt	11	11.12	13.35	15.57
Administrative Clerk	Non-Exempt	10	10.85	13.02	15.19
Receptionist/Clerk	Non-Exempt	10			
(Golf) Clerk	Non-Exempt	10			
Cook	Non-Exempt	10			
	Non-Exempt	9	10.59	12.71	14.82
	Non-Exempt	8	10.33	12.40	14.46
	Non-Exempt	7	10.08	12.09	14.11
Grounds Keeper	Non-Exempt	6	9.83	11.80	13.76
Pool Host	Non-Exempt	6			
Player Assistant/Cart Tech	Non-Exempt	6			
	Non-Exempt	5	9.59	11.51	13.43
	Non-Exempt	4	9.36	11.23	13.10
Custodian	Non-Exempt	3	9.13	10.96	12.78
Crowd Monitor/Bar Back	Non-Exempt	3			
	Non-Exempt	2	8.91	10.69	12.47
Courtesy Golf Cart Driver	Non-Exempt	1	8.91	10.69	12.47
Dish Washer	Non-Exempt	1			
F&B Expeditor	Non-Exempt	1			
F&B Host	Non-Exempt	1			
Player Assistant	Non-Exempt	1			

Non-tipped minimum of pay scale is \$0.26 higher than the 2021 Florida minimum non-tipped wage of \$8.65. Tipped minimum of pay scale is \$0.04 higher than the 2021 Florida minimum tipped wage.

Exhibit A
FY21 Pay and Classification Plan (Adopted by the BOT on December 4, 2020)

<u>Position</u>	<u>Classification</u>	<u>Grade</u>	<u>Min*</u>	<u>Mid</u>	<u>Max</u>
Bar Supervisor	Tipped Non-Exempt	H	6.74	8.09	9.44
	Tipped Non-Exempt	G	6.58	7.89	9.21
	Tipped Non-Exempt	F	6.42	7.70	8.98
	Tipped Non-Exempt	E	6.26	7.51	8.76
	Tipped Non-Exempt	D	6.11	7.33	8.55
Lead Server	Tipped Non-Exempt	C	5.96	7.15	8.34
Lead Bartender	Tipped Non-Exempt	C			
	Tipped Non-Exempt	B	5.81	6.97	8.14
Bartender	Tipped Non-Exempt	A	5.67	6.80	7.94
Server	Tipped Non-Exempt	A			

Non-tipped minimum of pay scale is \$0.26 higher than the 2021 Florida minimum non-tipped wage of \$8.65. Tipped minimum of pay scale is \$0.04 higher than the 2021 Florida minimum tipped wage.

Notice to Employees **Minimum Wage in Florida**

The 2021 minimum wage in Florida is \$8.65 per hour, effective January 1, 2021, with a minimum wage of at least \$5.63 per hour for tipped employees, in addition to tips.

The minimum wage rate is recalculated yearly on September 30, based on the Consumer Price Index.

An employer may not retaliate against an employee for exercising his or her right to receive the minimum wage. Rights protected by the State Constitution include the right to:

1. File a complaint about an employer's alleged noncompliance with lawful minimum wage requirements.
2. Inform any person about an employer's alleged noncompliance with lawful minimum wage requirements.
3. Inform any person of his or her potential rights under Section 24, Article X of the State Constitution and to assist him or her in asserting such rights.

An employee who has not received the lawful minimum wage after notifying his or her employer and giving the employer 15 days to resolve any claims for unpaid wages may bring a civil action in a court of law against an employer to recover back wages plus damages and attorney's fees.

An employer found liable for intentionally violating minimum wage requirements is subject to a fine of \$1,000 per violation, payable to the state. The Attorney General or other official designated by the Legislature may bring a civil action to enforce the minimum wage.

For details, see Section 24, Article X of the State Constitution and Section 448.110, Florida Statutes.

Board of Trustees Meeting Agenda Memo

Date: Friday, December 4, 2020

Title: **Violations Committee Appointments**

Section & Item: 9.H

Item:

Department: Resident Relations, DOR

Fiscal: N/A

Impact:

Contact: Richard Armington, Resident Relations Manager, John W. Coffey ICMA-CM, Community Manager

Attachments: 2020 VC Mailing List Reappointment and Expiration schedule
: 10.09.2020, Grunow VC Resignation, Weglein resignation notice, Holmberg resume2020, Preston resume, Preston additional information 1, Preston additional information 2

Reviewed by

General

Counsel: N/A

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



Requested Action by BOT

Appointment of Ms. Vickie Sloss and Mr. John Vogt (current alternates on the Violations Committee) to the vacant voting member positions for a 3-year term and possible appointment of two residents to alternate positions for 3-year terms if sufficient resumes/letters of interest are received.

Background and Summary Information

On November 13, 2020 Mr. Jeff Grunow resigned as a voting member of the Violations Committee. On November 19, 2020, Ms. Wilma Weglein notified staff of her resignation as a voting member of the Violations Committee.

Ms. Vickie Sloss and Mr. John Vogt were appointed by the BOT on October 27, 2020 to alternate positions on the Violations Committee. Both homeowners informed staff they are willing to be appointed as voting members.

The following individuals previously submitted resumes/letters of interest for consideration of appointment to the Violations Committee:

- Stephen A. Holmberg
- Paul Preston

In keeping with past customs, staff recommends the BOT appoint Ms. Vickie Sloss and Mr. John Vogt to the vacant voting member positions for a 3-year term and two property owners to the vacant alternate positions for 3-year terms (if sufficient number of resumes/letters of interest were received).

2020 VC Mailing List, Reappointment and Expiration Schedule

Arlene Maguire, Chair

712 Amaryllis Drive
Barefoot Bay, FL 32976
arlenejm@yahoo.com

828-301-3483

Appoint Date: **10/11/06**
Reappointed retro 10/11/09
2nd term ends 10/11/12
3rd term ends 10/11/15
4th term ends 10/11/18
5th term ends 10/11/21

David Wheaton "Member"

1477 Barefoot Circle
Barefoot Bay, FL 32976
Bendavid58@yahoo.com
239-220-0948

Appoint Date: **9/22/2020**
1st term ends 9/21/2023

Hurrol Brinker "Member"

554 Tarpon Drive
Barefoot Bay, FL 32976
Pbrinker3@cfl.rr.com

772-380-3943
Appoint Date: 1/28/2020
1st term ends 1/28/2023
Appoint Date Member: **10/09/2020**
1st term ends 10/09/2023

Two voting member positions are currently vacant

Vickie L. Sloss – Alternate

625 Wedelia Drive
Barefoot Bay, FL 32976
Vlsloss1@gmail.com

908-343-7000

Appoint Date: **10/09/2020**
1st term ends 10/09/2023

John C. Vogt – Alternate

644 Periwinkle Circle
Barefoot Bay, FL 32976
Johnv52@verizon.net

814-450-9923

Appoint Date: **10/09/2020**
1st term ends 10/09/2023

- **Rich Armington, Resident Relations/H.R. Mgr.**
664-3141 Ext 208
RichArmington@bbrd.org
- **Sally-Ann Biondolillo, DOR/ARCC Administrative Assistant**
664-3141 Ext 203
sallybiondolillo@bbrd.org
- **Mary Barry, Inspector**
664-3141 Ext 204
mbarry@bbrd.org
- **Matt Goetz, Property Services Manager**
664-2063
MattGoetz@bbrd.org

Jeffrey R. Grunow
1160 Barefoot Circle
Barefoot Bay, FL 32976

November 13, 2020

Barefoot Bay Recreation District
Attn: Mr. John Coffey, Community Manager

Dear Mr. Coffee:

Please accept my resignation from the Barefoot Bay Recreation District's Violations Committee effective November 13, 2020. This resignation is necessary as I will be sworn onto the Board of Trustees to fulfil Mr. Roger Compton's unexpired term.

I thank to the 2017 Board of Trustees for the Violations Committee appointment as it provided me a great learning experience of Barefoot Bay operations.

Regards,



Jeff Grunow
1160 Barefoot Circle

John Coffey

From: John Coffey
Sent: Thursday, November 19, 2020 3:11 PM
To: 'arlenejm@yahoo.com'
Cc: 'Rich Armington'; 'Sally Biondolillo'; 'Stephanie Brown'
Subject: Wlima Weglein resignation from the VC

Violations Committee Chair Maguire,

Ms. Weglein informed me this week that she is moving out of BBRD (effective Monday, November 23, 2020) and asked that I forward her resignation to you. She further asked me to convey to you her appreciation of your efforts in chairing the Violations Committee this year and wishes you and the other members continued health and success.

I have asked staff to contact the two current alternates to see if they are interested in being appointed as voting members (and if so I will place their appointment on the BOT's December 4th meeting agenda). I will also begin advertising for resumes and letters of interest in being appointed to the VC as alternates.

Sincerely,

John W. Coffey, ICMA-CM

Community Manager
Barefoot Bay Recreation District
625 Barefoot Blvd.
Barefoot Bay, FL 32976
Phone: 772.664.3141
Fax: 772.664.1928

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

Stephen A. Holmberg

506 Puffin Dr
Sebastian, Florida
32976

Sbumpkins@yahoo.com

Cell: 386-986-8578

EXPERIENCE

United States Department of State
Diplomatic Security Service
Washington, DC 20510
1977-2005

36 years with the US Department of State, Diplomatic Security Service, Foreign Service of the United States, as Section Chief, Branch Chief, Director, with additional duties as the Program Manager for several large contracts. I have served at 42 United States Embassies.

- Building security
- Site security
- Disaster recovery
- Building plans and reviews for security, safety, and material
- Risk Management policy, plans, and schemes.
- Security for the Ambassador, employees and families.
- Certified as a building security expert
- Construction techniques, electric, plumbing and like security systems
- Investigations
- Intelligence

Education:

- Senior level courses Foreign Affairs Institute
- National War College
- Foreign Service mid level management course
- Diplomatic Security management
- Other USGOV course
- B.S. Sociology Univ of Pa
- Mstrs. Criminal Psychology

911 Fir Street Barefoot Bay, FL 32976
Cell phone (561-756-0233) (772-202-4799) prezpresto@aol.com

PAUL PRESTON

Qualifications

- Florida Licensed Community Association Manager
- Florida licensed realtor
- Experienced Condominium/Rental Complex Manger
- President of self-managed Homeowner Association
- Director of Operation of a telephone switch manufacturer (70 employees)
- Supervisor of a Telephone Engineering Group (10 employees)
- Master scheduler of over 1200 projects in both the U.S. and International Markets
- Project Manager of telecommunication projects involving 6 states and 39 cities.
- Global Network Planner involving 1400 cities in 52 countries.
- Project Manger of 2 North American Field Trials
- Volunteer Coordinator of YMCA programs for ages 9 to 18
- Electrical tester background
- Coordinated irrigation project
- Budget preparation
- Familiar with Continental's programs and procedures needed to manage a fractured community
- Worked with Julio Robaina and his Nine-member House Select Committee on Condominium and Homeowner Governance to implement changes introduced into law in 2008.

Professional Experience

8/2006 – 9/2011: Continental's Community Association Manager at Polo Glen Luxury Condominium in Plantation, FL

- Manage maintenance crew and selected vendors
- Provided monthly reports including financial statements and variance details
- Monitored monthly maintenance payments per association guidelines and issued the paper worked needed to involve the attorney when appropriate
- Managed Polo Glen in accordance with the City, State, and Federal regulations, these regulations involved pool, fountains, irrigation system, lakes, and landscaping
- Pool renovation
- Building painting and concrete renovation
- Y2000k program administrator

Additional Experience

American Digital Switching System – Melbourne, FL

- Worked with Design Engineers to develop an application package to guide installers in applying the company's product to place a call from any city in the world to any other city in the world.
- Acted as project manager for ADS's North American Field Trial, scheduled monitored and tracked all elements of the company's product from design to final payment
- Promoted to Director of Operations, tasked with procurement of parts, assemble of units, system testing, shipping, and Customer Service.

CIT-Alcatel - Reston, VA

- French Telephone Switch Manufacture with 350,000 employees worldwide.
- Managed CIT-Alcatel's North American Field Trial that involved tracking parts thru customs. Installing a switch into the worldwide network and collecting the final dollar

Global One – Reston, VA

- Global Network Planner tasked with routing telephone calls and collecting revenue for call between 1400 cities in 52 counties.

Datameterics – Orlando, FL

- Manufacture of rugged printer for military and commercial customer. Designed to parachuted into combat and still be operational.
- Managed their Y200k program.

Siemens – Boca Raton, FL

- Supervisor of their Application Engineering Group of 10 engineers

North Electric became ITT – Galion, OH & Cape Canaveral, FL

- Assembled, tested telephone systems, engineered installation packages to aid installers in placing the telephone switch into the worldwide network

Awards

- YMCA Volunteer of the Year
- YMCA Man of the Year
- Current world record holder of the unbreakable record.



CIT-ALCATEL, INC.

13775 McLearen Road
Herndon, Virginia 22071
(703) 481-2000

October 14, 1986

Paul, it gives me great pleasure to congratulate you on this your five year employment anniversary with CIT-ALCATEL, INC.

In our fast-paced environment, too often we do not have the opportunity to say "thank you" to the people whose dedication and contributions to our organization have helped it grow.

Over the years we have achieved many milestones, none of which could have been accomplished without the enthusiasm and dedication of employees such as yourself.

You have been instrumental in coordinating many of our projects. Your attention to detail and determination in seeing a job through are to be commended. Your efforts have been appreciated by our customers.

I wish to extend my personal thanks to you for your dedication and loyalty. I look forward to many more years of working with you at CIT-ALCATEL, INC.

Paul Caizergues



ITT North Telecommunications Switching Division

Extends congratulations to

PAUL PRESTON

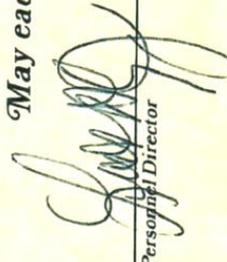
With sincere appreciation for

Fifteen Years of loyalty and cooperation.

Throughout this association, mutual respect and

goodwill have continued to grow.

May each year in its turn bring you health and happiness.


Personnel Director


Employee Relations Director


President and General Manager

September 8, 19 79
Date

Affidavit
AFFIDAVIT RELATED TO BAREFOOT BAY

STATE OF FLORIDA COUNTY OF BREVARD

BEFORE ME, the undersigned authority, this day personally appeared _____ who after being duly sworn, deposes and says: I verified the following:

1. During the August 9, 2019 BOT meeting Paul Preston revealed many Bay's clubs and organizations tax-exempt status was revoked for failing to file the mandatory 990 form 3 consecutive years. Preston asked the BOT to fix these issues.
2. During the 9.13.2019 BOT meeting Paul Preston reported the softball league committed a felony by violating 817 when the league submitted a false statement to the State claiming the shareholders voted to voluntarily dissolved the league but continues to play in violation of 817.
3. Having reviewed Florida's Secretary of State Laurel Lee's Certification declaring the league dissolved in April of 2019 does not reflect the action of the League. The League did not dissolve.
4. The league did not dissolve and according to State employees including Lee the league did not dissolve.
5. Scores were published in the Tattler proving a felony occurred.
6. 80 players can testify they played in 2019-2020, further proof a felony occurred.
7. Only one made a false statement, both can not be true. I verified Lees account is the true statement. Subjecting her to immediate discharge for refusing to execute her oath as mandated by 876.06.
8. This applies to others who violated 876-06 paid or not.
9. Other statutes showing the penalties for not report a crime or concealing a crime.
10. understand making false statements or knowingly fail to report a crime subject me to prosecution.

FURTHER AFFIANT SAYETH NAUGHT:

SIGNATURE _____

For: _____

SWORN TO and SUBSCRIBED before me on this _____ day of _____ 2019.

Notary Public, State of Florida

_____ Print name of Notary Public

My commission Expires:

Affidavit

The statute spells out this purpose in subsection , which states:

(a) Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully—

(1) **falsifies, conceals**, or covers up by any trick, scheme, or device[,] a material fact;

(2) makes any materially false, fictitious, or fraudulent statement or representation; or

(3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry shall be fined under this title, **imprisoned not more than 5 years or, ...**

(ii) 876.06 Discharge for refusal to execute.

--If any person required by ss. 876.05-876.10 to take the oath herein provided for fails to execute the same, the governing authority under which such person is employed shall cause said person to be immediately discharged, and his or her name removed from the payroll, and such person shall not be permitted to receive any payment as an employee or as an officer where he or she was serving.

Title 18, U.S.C., Section 241 - Conspiracy Against Rights

This statute makes it unlawful for **two or more persons to conspire to injure, oppress, threaten, or intimidate any person of any state,** territory or district in the free exercise or enjoyment of any right or privilege secured to him/her by the Constitution or the laws of the United States,

817.155 Matters within jurisdiction of Department of State; false, fictitious, or fraudulent acts, statements, and representations prohibited; penalty; statute of limitations.--A person may not, in any matter within the jurisdiction of the Department of State, knowingly and willfully falsify or conceal a material fact, make any false, fictitious, or fraudulent statement or representation, or make or use any false document, knowing the same to contain any false, fictitious, or fraudulent statement or entry. A person who violates this section is guilty of a felony of the third degree

When is it a crime not to report a crime.

Failure to Report a Crime under Federal Law (18 U.S.C. section 4)

Federal law prohibits concealing information about specific crimes. Under 18 United States Code, Section 4, you may be obligated to report a crime if you are directly asked during a criminal investigation whenever:

You have knowledge of the commission of a felony;

The felony actually occurred; and The felony is a federal offense;

If you willfully conceal the commission of a felony federal offense, you can be charged with “misprision of a felony.”

Misprision of a felony is a form of obstruction of justice. If you are convicted, you face up to a **\$250,000 fine**, imprisonment up **to three years**, or both fine and imprisonment.

What May Happen When Special Districts Fail to Comply with Certain Requirements

Affidavit

Since special districts are separate units of local government - not state or local programs overseen by another level of government - no single state agency or person has the authority to completely oversee special districts. The primary entity responsible for overseeing a special district is the special district's own governing board. Each governing board member is responsible for ensuring that the special district complies with all applicable laws and conducts its business as authorized by its charter and adopted budget.

Depending on the issue, when special districts fail to comply with a requirement, state and local agencies - as well as citizens - can take action. For example:

- The Governor **may suspend** or remove a special district governing body member under certain circumstances.
- The entity that created the special district can amend, merge, or **dissolve the special district**.
- The state attorney for the area can investigate and prosecute district officials who violate Government-in-the-Sunshine laws.
- The Joint Legislative Auditing Committee can **send state auditors** to a district if something warrants such action.

State of Florida

Department of State

I certify from the records of this office that BAREFOOT BAY OVER 60 SOFTBALL INC was a corporation organized under the laws of the State of Florida, filed on April 1, 2019, effective March 28, 2019.

The document number of this corporation is P19000029400.

I further certify that said corporation filed a Voluntary Dissolution on April 23, 2019, and that its status is inactive.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventeenth day of June, 2020*



Randy R. Lee
Secretary of State

Tracking Number: 0522245613CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Board of Trustees

Date: Friday, December 4, 2020
Title: **BOT 2021 Regular Meeting Schedule**
Section & Item: 9.I
Department: Administration, District Clerk
Fiscal Impact: N/A
Contact: John W. Coffey ICMA-CM, Community Manager
Attachments:
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Staff recommends the BOT approve the proposed dates for the regularly scheduled BOT meeting in calendar year 2021 and authorize staff to advertise them in the Florida Today.

Background and Summary Information

Listed below for approval are the dates for the 2021 BOT regular meetings. All meetings are still being held on the 2nd Friday and the 4th Tuesday of the month, with the exception of one date.

January 8, 2021
January 25, 2021
February 12, 2021
February 23, 2021
March 12, 2021
March 23, 2021
April 9, 2021
April 26, 2021
May 14, 2021
May 25, 2021
June 11, 2021
June 22, 2021
July 9, 2021
July 27, 2021
August 13, 2021
August 24, 2021
September 10, 2021
September 28, 2021
October 8, 2021
October 26, 2021
November 12, 2021
December 3, 2021 (First Friday of the month, to facilitate employee annual evaluations)



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: December 4, 2020

Subject: Manager's Report - revised

Resident Relations

ARCC Meeting 11/24/20

- 26 Consent items – all approved
- 7 Other items – 5 approved, 1 approved with stipulations, and 1 denied
- 3 Old Business – all approved (extension requests)

Next ARCC Meeting

- Scheduled for December 4th in Bldg. D/E at 9am

Violations Committee Meeting 12/04/20 (Bldg. D/E at 10am)

- 27 cases are on the agenda

Next Violations Committee Meeting

- Scheduled for January 8th in Bldg. D/E at 10am

Property Services

- Installed Christmas decorations
- Trimmed trees along the Barefoot Blvd. and Micco RV
- Addressed burned out overhead lights at the pools
- Completed maintenance tasks at Pool #2
- Began pressure washing and prepping for paint at Pool #2
- Subcontracted the removal of a large Oak struck by lightning off Egret circle (on common area near the Lake)
- Met with engineers to measure the shopping center units as part of the electrical infrastructure improvement design project

- Addressed a stuck gate at Micco RV
- Addressed all current DOR violations
- Continued to solicit for bids/quotes for various projects

Golf-Pro Shop

- Now playing at your golf course
 - Saturday Mixed Couples
 - Sunday PM Scrambles
 - Call Pro Shop 664.3174 for details
- Christmas for Kids Tournament
 - Saturday, December 5th
 - \$20.00 Member with Cart
 - \$26.00 Member without Cart
 - \$32.00 Non-Member
 - Entry includes prizes, lunch, and beverage from Holy Cannoli
 - Call Pro Shop 664.3174 for details
- Dec 6th: Golf Course parking lot closed at noon for Christmas Parade
- December 25th
 - Course Closed
- December 31st
 - Course Closes at 2pm
 - Last Cart out at 10am
- Ernie says “only 20 more Shopping Days till Christmas.” Get your BBRD logoed gifts at the Pro Shop.



Food and Beverage

- December 24th
 - 19th Hole closes at 6pm
 - Lounge closes at 6pm
- December 25th
 - 19th Closed
 - Lounge Closed
- December 31st
 - 19th Hole closes at 8pm
 - Lounge closes at 9pm

General Information

Beach Restroom Project Update – The site plan is complete and staff will start soliciting bids from vendors for the installation of the septic tank and drain field system. After that is accomplished the building will be delivered and utilities connected.

Lounge/Lakeside Expansion Project Design Update – BBRD’s engineering firm anticipates having the final design package completed in early December. To get this project executed in a timely manner next summer, the 2021 BOT should commit to issuing a request for proposal by the second meeting in January and also authorize (fees to be paid in advance) the validation process (court process that ensures we can legally incur the debt per General Counsel Repperger) at about the same time. Staff plans on engaging the new BOT about their desire regarding this project at the January 14th FY22-26 Budget Kickoff Townhall Meeting.