



BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting
January 26, 2021 at 7:00 PM
Building D&E

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Presentations and Proclamations**
- 5. Approval of Minutes**
 - A. BOT Regular Meeting minutes dated January 8, 2021, Beach Restroom Workshop and Budget Kickoff Townhall minutes dated January 14, 2021.
- 6. Treasurer's Report**
 - A. Treasurer's Report
- 7. Audience Participation**
- 8. Unfinished Business**
 - A. Phased Re-Opening Discussion
 - B. Violations Committee Appointments
 - C. Bank Loan Validation Timing Discussion
- 9. New Business**
 - A. Shopping Center Lease Renewal: Civic Volunteer Organization
 - B. Request for Reduction of Legal Fees and Costs - 368 Egret Circle
 - C. Request for Forgiveness of Debt and Release of Liens: 804 Beech Court and 923 Frangi Pani Drive
 - D. Building A Renovations Project: Change Orders 5, 6, 7, & 8
 - E. Building A Kitchen Equipment Purchases
 - F. IT Security Upgrades and Standardization Proposal
 - G. FY21 Budget Amendment: Employee health and ancillary insurance plans savings.
 - H. Florida Association of Special Districts' January Meeting Report
- 10. Manager's Report**

A. January 26, 2021 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

January 8, 2021

1PM –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on January 8, 2021 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. Klosky.

Roll Call

Present: Mr. Klosky, Mr. Maino, Mr. Loveland, Ms. Henderson, Mr. Grunow, Mr. Nugent, Mr. Morrissey. 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, Matt Goetz, Property Services Manager and Hon. Judge Ballou.

Presentations and Proclamations

None.

Approval of Minutes

Mr. Loveland made a motion to approve the minutes dated December 4, 2020. Second by Ms. Henderson. Motion passed.

Treasurer's Report

Ms. Henderson made a motion to approve the Treasurer's Report for January 8, 2021 as read. Second by Mr. Grunow. Motion passed.

Presentations and Proclamations

Trustee Maino presented participation plaques to Trustee Henderson and Chairman Klosky. Staff presented a participation plaque to Chairman Klosky.

Oath of Office

General Repperger introduced Judge Ballou, who administered the oath of office for Mr. Loveland, Mr. Nugent, and Mr. Morrissey.

Reorganization of the BOT

Mr. Morrissey made a motion to nominate Mr. Maino for Chair. Mr. Grunow made a motion to nominate Mr. Loveland for Chair. In a Trustee vote of 3-2, Mr. Maino is now Chair.

Mr. Morrissey made a motion to nominate Mr. Nugent for 1st Chair. Approved by acclamation.

Mr. Morrissey made a motion to nominate Mr. Loveland for 2nd Chair. Mr. Maino made a motion to nominate Mr. Morrissey for 2nd Chair. In a Trustee vote of 4-1, Mr. Morrissey is now 2nd Chair.



BAREFOOT BAY RECREATION DISTRICT

Mr. Maino made a motion to nominate Mr. Loveland as Treasurer. Approved by acclamation. Mr. Loveland is now Treasurer.

Mr. Maino made a motion to nominate Mr. Grunow for Secretary. Approved by acclamation. Mr. Grunow is now Secretary.

Appointment of NRP Sub-Committee

Mr. Loveland made a motion to nominate Mr. Grunow to the NRP Sub-Committee. Mr. Grunow made a motion to nominate Mr. Maino to the NRP Sub-Committee. Mr. Maino made a motion to nominate Mr. Loveland to the NRP Sub-Committee. Mr. Grunow, Mr. Maino, and Mr. Loveland were all approved to the NRP Sub-Committee by acclamation.

Audience Participation

Mr. Coffey read a letter by Richard Schwatlow-636 Marlin Circle-who asked various questions about costs related to the beach restroom project.

Nancy Eisle-944 Barefoot Blvd-expressed her gratitude to Mr. Klosky and Ms. Henderson for their service.

Unfinished Business

Phased Re-Opening Discussion

Mr. Coffey gave update on the current re-opening phase. Staff recommended no changes, with the exception of re-opening the Administration Building on Fridays.

Mr. Grunow asked about the status of opening the Billiard room. Mr. Coffey responded that he is in favor of opening the Billiards and Card room, but from prior discussions, did not think BOT would recommend at this time. Mr. Loveland spoke in favor waiting on any re-opening changes until there are more vaccinations. Mr. Nugent spoke in favor of a soft opening. Mr. Maino spoke in favor of staff's recommendation.

Mr. Loveland made a motion to approve staff's recommendation of no changes at this time and to prepare a re-opening plan for Building C. Second by Mr. Morrissey. Motion passed.

Violations Committee Appointments

Staff recommends moving the Violations Committee appointments to January 26, 2021 BOT Meeting to allow more time to receive additional applications.

Mr. Loveland made a motion to move the Violations Committee Appointments to the January 26, 2021 BOT Meeting. Second by Mr. Morrissey. Motion passed unanimously.

New Business

Confirmation of New IT Vendor Contract Execution

Staff recommends the BOT confirm the Community Manager's execution of the contract for IT services with Omega Technologies Solutions dated December 1, 2020.

Mr. Nugent made a motion to confirm the Community Manager's execution of the contract for IT services with Omega Technologies Solutions dated December 1, 2020. Second by Mr. Grunow. Motion passed unanimously.



BAREFOOT BAY RECREATION DISTRICT

Manager's Report

Resident Relations

ARCC Meeting 12/22/20

- 21 Consent items – 20 approved, 1 tabled for additional measurements
- 6 Other items – 6 approved

ARCC Meeting 01/05/21

- 1 Old Business – approved
- 11 Consent Items – approved
- 5 Other Items – 1 denied, 4 approved

Next ARCC Meeting

- Scheduled for January 19, 2021 in Bldg. D/E at 9am

Violations Committee Meeting 08/01/21

- 26 cases are on the agenda
- 13 cases are to be presented, 11 cases came into compliance prior to the meeting, 2 cases DOR is working with the homeowners

Next Violations Committee Meeting

- Scheduled for January 22nd in Bldg. D/E at 10am

December Interesting Facts

- 54 homes were sold
- 74 new badges were issued

Administration Building Hours

- Beginning the week of January 11th, the Admin. Building will resume Friday operations (8am - 4:30pm)
- The mid-day closure for COVID-19 sanitizing will be reduced to 30 minutes (12:00-12:30pm)

Property Services

- Ongoing remodel on Pool 2 Ladies restroom
- Installed a new quick disconnect valve at Pool 1
- Pool 3 heater has been repaired
- Replaced all lights around the pool at Pool 2
- Replaced light fixtures on post at the shopping center
- Replaced lights in the hallway at Building D/E
- Replaced the pump at the pier
- Met with engineer at the shopping center regarding electrical panel.
- Trim trees on common grounds, Administration Building and on Barefoot Blvd.
- Replaced annuals (normal life span of 6 months that were planted in March 2019) in front of Administration Building and mulched around the building and other common areas



BAREFOOT BAY RECREATION DISTRICT

- Removed and stored all holiday decorations
- Continued tree trimming while we had the lift
- Repaired lights (replaced lights with LED and painted poles) aerial lights at pool
- Continued to source replacement lights for Bldg. A parking lot
- Addressed all current DOR violations

Golf-Pro Shop

- Tournaments (Call Pro Shop @ 664-3174 for details)
 - Jan 16th Sandy Lobello Memorial Veterans Golf Tournament
 - Tee Times throughout the day
 - Boxed Lunch
 - Jan 19th Martini League Tournament (9 Holes)
 - 3 pm Shotgun
 - Limited to 50 players
 - Jan 26th Ladies 18 Hole CTP Tournament
 - Must be a member of the Ladies 18-Holers to be eligible to play
 - Jan 30th Carl Anderson Memorial Tournament (9 Holes)
 - 1 pm Shotgun
 - Limited to 50 players
 - Watertronics has removed the first irrigation pump off site for service
 - When pump 3 is returned, pump 2 will be removed and taken off site for service
- BFB Men's Golf Association News
 - Is accepting applications for joining the Organization this 2021 Season that runs from January 1, 2021 through December 31, 2021
 - There is a membership fee of \$25.00 and you must have a GHIN Handicap that is acquired through the BFB Pro Shop
 - They offer Competitive Games by flight, Weekly prizes & Games, Spring Picnic, Christmas Party, and much more
 - For further information contact:
 - David Connor at Dcon381@aol.com
 - Or visit Web Site at www.BFBmensgolf.org
- COVID-19 inspired fleet golf cart dividers
 - To be able to return to two-persons to a cart (fleet carts) in the future, staff ordered plastic dividers that can be installed in the carts without voiding the warranty

Food and Beverage

- 19th Hole opened for Lunch this past Monday. Lunch service is 11am-3pm. Monday through Saturday. Bar snacks are available after 3pm.
- Lounge/Lakeside outdoor live music: Entertainment will be provided alternating Saturday and Sundays from 2-6pm. Saturdays the bands play on the new stage lakeside and Sundays the bands will play poolside in front of the Lounge. This Sunday Joe Reid and Heartland will perform
- Entertainment calendars are posted on the Food and Beverage Facebook page



BAREFOOT BAY RECREATION DISTRICT

General Information

- **Shopping Center Electrical Upgrade and Parking Lot Lighting Improvement Project Update** - Draft design and construction drawings were received recently from TLC. Pending resolution of one design element and confirmation from the BOT to proceed with the project next Thursday (FY22-26 Budget Townhall Meeting), staff will prepare a Request for Proposal to be issued at a future BOT meeting.
- **Golf Course Irrigation Design Project Update** – Final design and construction drawings were received in December. Pending confirmation from the BOT to proceed with the project (and funding source) next Thursday (FY22-26 Budget Townhall Meeting), staff will prepare a Request for Proposal to be issued at a future BOT meeting.
- **Beach Restroom Workshop Reminder** – The BOT will discuss options to complete the project at a workshop to be held on January 14, 2021, at 6pm in Building D/E.
- **FY22-26 Budget Kickoff Townhall Meeting** – The public is invited to attend the 4th annual budget kickoff meeting to provide input into the development of the FY22 Budget and the four out year R&M/Capital plans. Residents who cannot make the meeting can email comments that will be read at the townhall meeting to District Clerk Brown (sbrown@bbrd.org) or drop them off at the Administration Building.
- **Date and Time for BOT Workshop** – As previously emailed to the Trustees, there appears to be a majority of the BOT who wishes to workshop the following topics (originator's name in parentheses) prior to placing them on a meeting agenda for consideration of action:
 - Discussion of RV Storage fees (Trustee-elect Nugent)
 - Discussion of purchasing empty lot south of Micco RV Storage lot (Trustee-elect Nugent)
 - Summer kids swim hour (Trustee Grunow)
 - Discussion of changing process of moving monies between investment (Trustee-elect Nugent)
 - Policy Manual revision related to Building A Kitchen usage fees (Kathy Mendes)

BOT consensus to hold the workshop on Tuesday, February 9, 2021 from 9am-11am.

- **Special One-Day Drink Specials in 19th Hole** – In honor of retiring and new Trustees, there are 5 drink specials in the 19th Hole today. Staff is keeping track of how many are ordered so the winner will have bragging rights going forward. Good luck to everyone.
- **Staff's award to Chairman Emeritus Klosky** – For those who are mindful of how staff spends BBRD's money, the residents should be happy to know the cost of the plaque was 100% funded by the Managers, General Counsel Repperger, and the Community Manager. No BBRD funds were used.



BAREFOOT BAY RECREATION DISTRICT

Attorney's Report

General Repperger gave an update on DOR enforcement cases and how they are being handled procedurally. He also stated the final hearing for the Blissful Things case is set for January 26, 2021.

Incidental Trustee Remarks

Mr. Loveland welcomed Mr. Nugent and Mr. Morrissey to the BOT.

Mr. Grunow welcomed Mr. Nugent and Mr. Morrissey to the BOT. He also expressed his gratitude to Mr. Klosky for the Christmas Parade.

Mr. Morrissey expressed his gratitude to the BOT and residents for welcoming him to the BOT.

Mr. Nugent expressed his gratitude to the BOT and residents for welcoming him to the BOT.

Mr. Maino stated that he looks forward to being Chairman and spoke in favor of only putting action items on the agenda.

Adjournment

The next meeting will be on January 26, 2021 at 7pm in Building D/E

Mr. Morrissey made a motion to adjourn. Mr. Maino adjourned

Meeting adjourned at 2:30pm

Jeff Grunow

Stephanie Brown, District Clerk



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Workshop

Beach Restroom Project

January 14, 2021

6:00 PM-Building D/E

Welcome

The Barefoot Bay Recreation District Board of Trustees held a Workshop on January 14, 2021 Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Maino called the Workshop to order at 6pm.

Pledge of Allegiance to the Flag

Led by Mr. Morrissey.

Roll Call

Present: Mr. Maino, Mr. Loveland, Mr. Grunow, Mr. Nugent, Mr. Morrissey. Also, present, John W. Coffey, ICMA-CM, Community Manager, Cliff Repperger, General Counsel, Stephanie Brown, District Clerk and Matt Goetz, Property Services Manager.

Discussion of Beach Restroom Project and How to Proceed

Mr. Coffey gave an overview of the Beach Restroom project and where it stands at this time. He also gave a list of possible options such as, absorbing the cost of the 40ft piling requirement, submit for a variance, relocate the restroom, or abandoning the project.

Mr. Grunow spoke in favor of moving forward with the beach restroom project and requesting a variance. Mr. Morrissey spoke in favor of BBRD staff asking for a waiver and if the waiver is not granted, moving ahead with absorbing the cost of the pilings. Mr. Nugent spoke in favor of requesting a variance and researching if BBRD can take on the cost of the pilings if the variance is not granted. He also asked about the cost of the septic system. Mr. Coffey responded that it would be roughly \$20,000-\$30,000. Mr. Maino asked for the total cost of the project if pilings had to be installed. Mr. Coffey responded that the total cost including pilings would be in the range of \$225,000. Mr. Repperger explained the variance process and recommended pursuing a variance prior to deciding to move forward with the pilings. Mr. Loveland asked if \$80,000 is an accurate cost of the pilings. Mr. Coffey responded that his concern is the location of the pilings as opposed to the labor. Mr. Loveland spoke in favor of requesting the variance, but being prepared to absorb the cost of the pilings if the variance is denied. Mr. Nugent asked how long the variance application takes. Mr. Repperger responded that mid-March is the estimated timeframe of completion.

BOT consensus to request a variance and to move forward with the project, absorbing the cost of the pilings if the variance is denied.

Audience Participation

Mr. Coffey read a letter from Richard Schwatlow-636 Marlin Circle-asked various questions about the cost of the beach restroom project.

Kevin Hunter-373 Marlin Circle-congratulated the new trustees and thanked the BOT for their service to Barefoot Bay. He also spoke in favor of moving forward with the beach restroom project as is.

Elaine Vanbershot-1090 Parkway Lane-spoke in favor of moving forward with the beach restroom project as is.

Richard Mielke-812 Sapodilla-spoke in favor of the beach restrooms staying as is and using funds for beach security.

David Atwell-836 Sapodilla Drive-spoke in favor of the beach restrooms are fine but is concerned about beach security. He also stated that he spoke to a Sheriff who advised him that the BOT could do a memorandum of understating to have the Sheriffs do spot checks at the beach.

Roberta Kessler-827 Thrush Circle-spoke in favor of moving forward with the beach restroom project.

Incidental Trustee Remarks

No incidental remarks

Adjournment

Mr. Loveland moved to adjourn. Mr. Maino adjourned

Meeting adjourned at 6:56pm

Jeff Grunow

Stephanie Brown, District Clerk

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**BAREFOOT BAY
RECREATION DISTRICT
Board of Trustees Townhall
FY22-26 Budget Kickoff
January 14, 2021
7:00 PM-Building D/E**

Welcome

The Barefoot Bay Recreation District Board of Trustees held a Meeting on January 14, 2021, Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Maino called the meeting to order at 7pm.

Pledge of Allegiance to the Flag

Led by Mr. Loveland.

Roll Call

Present: Mr. Maino, Mr. Loveland, Mr. Grunow, Mr. Nugent, Mr. Morrissey. 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.

FY21 Budget and Future FY22-26 Budgets

Mr. Maino asked the BOT if they agreed on the BBRD continuing to subsidize BBRD amenities. Mr. Loveland spoke in favor of BBRD continuing to subsidize because it adds property value to the homes. He also suggested taking a closer look at how BBRD is pricing its amenities as opposed to if BBRD should make a profit. Mr. Grunow agreed with Mr. Loveland. Mr. Morrissey suggested leasing/privatizing facilities. Mr. Loveland responded that he is not in favor of leasing/privatizing amenities. Mr. Nugent spoke in favor of BBRD continuing to subsidize BBRD amenities.

Mr. Maino asked the BOT to give a consensus on the Management Analyst position. Mr. Loveland spoke in favor of moving forward with hiring someone for the Management Analyst position. Mr. Maino is in favor of postponing the Management Analyst position. Mr. Grunow suggested deferring filling the Management Analyst position for six months.

Mr. Coffey gave an overview of issues impacting the Current FY21 budget and future FY22-26 Budgets. Primarily, capital projects (Lounge expansion and Irrigation Project).

Mr. Grunow spoke in favor of Phase I of the Irrigation Project and the Lounge Expansion. Mr. Nugent spoke in favor of moving forward with the Irrigation Project, but is not in favor of borrowing money at this time. Mr. Morrissey spoke in favor of moving forward with the Irrigation Project and Lounge Expansion. He is also in favor of borrowing money. Mr. Maino is not in favor of borrowing money at this time.

Mr. Morrissey is undecided on whether BBRD should move forward with the Irrigation Project and Lounge Expansion. Mr. Loveland would like more information on the loans and interest rates prior to deciding on continuing with the projects. He is also not in favor of borrowing money at this time. M. Coffey asked General Counsel Repperger to discuss validation. Mr. Repperger gave information about the validation process and stated that the time period for the process is estimated to be 3-6months. Mr. Grunow suggested postponing the Irrigation Project and starting the validation process. Mr. Loveland and Mr. Maino agreed with Mr. Grunow.

Audience Dialogue with BOT

Kevin Hunter-373 Marlin Circle-spoke in favor of Beach Restroom Project, signage to deter trespassers and beach security.

Nancy Isley-Barefoot Blvd-Spoke in favor of borrowing money for the capital projects.

Jack Reddy-806 Tamarin Circle-expressed his concern about the possibility of BBRD going into debt because of the Interlocal Agreement and cautioned BBRD spending.

Angel Agel-Papaya Circle-Spoke in favor of a dog park.

BOT Direction to Staff

Consensus of the BOT for staff to create a proposal for validation. Mr. Grunow requested the topic of a Dog Park to be added to the February 9, 2021 agenda.

Incidental Trustee Remarks

None.

Adjournment

Mr. Loveland moved to adjourn. Mr. Maino adjourned

Meeting adjourned at 8:24pm

Jeff Grunow

Stephanie Brown, District Clerk

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Barefoot Bay Recreation District

Treasurer's Report

January 26, 2021

Cash Balances in General Fund as of 1/19/21

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

Operating Cash in Banks

MB&T Operating Account 3,754,699.59

Total Operating Accounts: **3,754,699.59**

Interest Bearing Accounts

SBA Reserve Account 699,181.84

Total Interest Bearing Accounts **699,181.84**

Total Cash Balances in General Fund: **\$ 4,456,381.43**

Total Daily Deposits and Assessments Received for 12/30/20 - 1/19/21

Daily deposits: \$ 102,307.12

Assessments received: 190,291.92

Total Deposits Received **\$ 292,599.04**

Expenditures over \$5,000 for 12/30/20 - 1/19/21

Check Number	Vendor	Description	Check Amount
56354	Florida Power & Light Co	Electricity: 11/20	5,748.15
56357	Health First Health Plans Inc	Employee Health Insurance: 1/21	27,344.45
56361	Poolsure	Chlorine for Pools 12/21/20-9/30/21	27,658.00
56365	Special District Services, Inc	Management Fees: 12/20	13,595.75
56373	ABM Landscape & Turf Services	Golf Course & Ball Field Maint. - 1/21	38,955.02
56378	Card Service Center	Employee Christmas Gift Cards, Mulch, Pool Supplies	5,766.51
56408	Zambelli Fireworks	50% Deposit for Firework Display on 7/4/21	5,000.00
56435	MSL, P. A.	Billing #1 for Audit Service	7,000.00
	Paychex	Net Payroll - PPE 1/3/21	57,796.40
	United States Treasury	Payroll Taxes - PPE 1/3/21	16,798.91
	Florida Department of Revenue	Sales Tax: 12/20	9,580.12
Total Expenditures over \$5,000			\$ 215,243.31

Board of Trustees

Date: Tuesday, January 26, 2021
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 Friday, October 9th are listed as an attachment to this agenda memo.)

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.

Friday, December 4, 2020

The BOT, by a 3-2 vote, accepted the following recommendation of staff to commence the first week of January 2021.

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)

Friday, January 08, 2021

The BOT confirmed staff's recommendation to return the Administration Building to normal days of operations (has been closed on Fridays since early days of pandemic to reduce hourly employee costs) on Monday, January 11, 2020. Additionally, the BOT requested staff to develop a re-opening plan for the Billard's Room and the Card Room in Building C (and to present it at the next regular meeting).

For the BOT Meeting of January 26, 2021

The following Building C re-opening is provided in response to direction of the BOT at the January 8, 2021 Meeting.

Building C re-opening plan

- All residents/guests must see pool host for temperature check before entry to Building C.
- The door facing building A will be posted as EXIT ONLY

Billiards Room Specific Rules

- Will be open for normal hours of operation 9am-9pm with a maximum capacity of 4 persons
- Will be sanitized between users and closed for 15 minutes post fogging before reentry
- Cues sanitized by the pool host, Cues will be stored in the pool host equipment shed and issued upon request
- The center billiards table will be wrapped, caution taped and out of service until phase 4
- CDC social distancing guidelines will be encouraged to be followed

Card Room Specific Rules

- Will be open for normal hours of operation 9am-9pm
- Will be sanitized between set-ups and usage and closed for 15 minutes post fogging before reentry
- Groups will be asked to temporarily modify setups to coincide with CDC guidelines
- CDC social distancing guidelines will be encouraged to be followed

Staff recommends re-opening the Billiard's Room effective Tuesday, February 2, 2021, keeping the Card Room closed, and the following Golf Course recommendation.

Golf Course

- Allow two riders to a golf cart upon request, starting Monday, February 1, 2021

Staff does not anticipate any other re-opening recommendations at this time but will proffer any needed changes based on operational needs and COVID-19 conditions at the meeting.

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: January 08, 2020
Title: **Phased Re-Opening Discussion – Pre-October 27, 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.

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 [Mon.-Sat.] and 8am-8pm on Sundays effective November 4th)
 - Capacity-51 (including staff)
 - No seating on the porch

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: Tuesday, January 26, 2021

Title: **Violations Committee Appointments**

Section & Item: 8.B

Department: Administration, District Clerk

Fiscal Impact: N/A

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

Attachments: Preston resume, Preston additional information 1, Preston additional information 2, Holmberg resume2020, 2020 VC Mailing List Reappointment and Expiration schedule 12.04.2020, Resolution 2010-18

Reviewed by

General

Counsel: N/A

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



Requested Action by BOT

Appointment of two homeowners to alternate positions for 3-year terms if sufficient resumes/letters of interest are received.

Background and Summary Information

On December 4, 2020, the BOT appointed Ms. Vickie Sloss and Mr. John Vogt (previous alternate members of the Violations Committee) to the vacant voting member positions for a 3-year term. Staff begun advertising for resumes/letters of interest for the alternate positions in late November.

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

- Paul Preston
- Stephen A. Holmberg

Additional resumes/letters of interest that are received prior to the meeting will be forwarded to the BOT and placed on www.bbrd.org.

Staff recommends the BOT appoint two property owners to the vacant alternate positions for 3-year terms (if sufficient number of resumes/letters of interest were received).

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.

A handwritten signature in blue ink, appearing to read "Paul Caizergues".

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

Date September 8 19 79

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:

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

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>

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

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 9/22/2023

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

Vickie L. Sloss – "Member"

625 Wedelia Drive
Barefoot Bay, FL 32976
Vlsloss1@gmail.com
908-343-7000

Appoint Date: 10/09/2020
Appointment Date Member: 12/04/2020
1st term ends 12/04/2023

John C. Vogt – "Member"

644 Periwinkle Circle
Barefoot Bay, FL 32976
Johnv52@verizon.net
814-450-9923

Appoint Date: 10/09/2020
Appoint Date Member: 12/04/2020
1st term ends 12/04/2023

- **Rich Armington, Resident Relations/H.R. Mgr.**
772-664-3141 Ext 208
RichArmington@bbrd.org
- **Sally-Ann Biondolillo,**
DOR/ARCC Administrative Assistant
772-664-3141 Ext 203
sallybiondolillo@bbrd.org
- **Mary Barry, Inspector**
772-664-3141 Ext 204
mbarry@bbrd.org
- **Matt Goetz, Property Services Manager**
772-664-2063
MattGoetz@bbrd.org

RESOLUTION 2010 -18

**A RESOLUTION OF THE BOARD OF TRUSTEES OF
THE BAREFOOT BAY RECREATION DISTRICT;
AMENDING RESOLUTION 2008-1; PROVIDING FOR
CONFLICTS; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Barefoot Bay Recreation District has previously adopted Resolution 2008-1 regarding the processing of Deed of Restrictions violation enforcement cases; and

WHEREAS, the Board of Trustees desires to amend Resolution 2008-1 to remove term limits for members of the Violations Committee;

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

Section 1. Section 3 (f) of Resolution 2008-1 is hereby amended to read as follows:

(f) A member of the Violations Committee may be reappointed upon approval of the Board of Trustees. ~~A member of the Violations Committee may serve a maximum of two consecutive terms.~~

Section 2. This Resolution shall become effective immediately upon its adoption.

Section 3. 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. If any provision of this resolution or the application thereof to any person or circumstances is held invalid, the invalidity shall not effect the other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

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

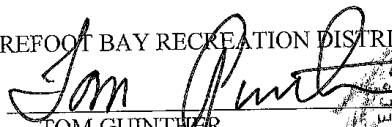
Chairman, Tom Guinther	Yes
Trustee, Louise Crouse	Yes
Trustee, Joseph Klosky	No
Trustee, John M. McAfee	Yes
Trustee, Charles W. Mershon	Yes

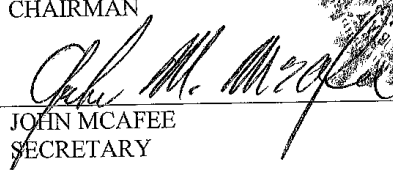
The Chairman thereupon declared this resolution Done, Ordered, and Adopted this

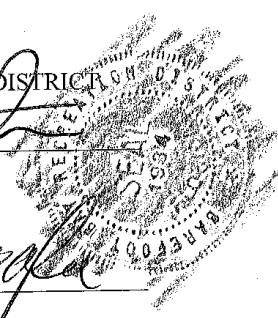
8th day of October, 2010.

BAREFOOT BAY RECREATION DISTRICT

By:


TOM GUINThER
CHAIRMAN


JOHN MCAFEE
SECRETARY



Board of Trustees

Date: Tuesday, January 26, 2021
Title: **Bank Loan Validation Timing Discussion**
Section & Item: 8.C
Department: Administration
Fiscal Impact: N/A
Contact: Cliff Repperger, General Counsel, General Counsel
Attachments:
Reviewed by
General Counsel: Yes
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Direction to staff regarding timing of validation and issuance of Request for Proposal (RFP) for the Lounge/Lakeside Expansion project.

Background and Summary Information

At the January 14, 2021 BOT FY22-26 Budget Kickoff Townhall meeting, the BOT directed staff to proceed with the validation process required to borrow the money needed for the Lounge/Lakeside Expansion project. Due to the COVID-19 related backlog of the courts system, staff is concerned about the ability of the validation process (which will run concurrent with the RFP process) to be completed in a timely manner that would permit completion of the Lakeside/Lounge Expansion Phase 1 Project before the 2022 winter season.

Due to the long holiday weekend, Bond Counsel's opinion was not available at the time of the publication of this agenda. General Counsel Repperger will provide it to the BOT prior to the meeting.

**Board of
Trustees**

Meeting Agenda Memo

Date: Tuesday, January 26, 2021
Title: **Shopping Center Lease Renewal: Civic Volunteer Organization**
Section & Item: 9.A
Department: Shopping Center
Fiscal Impact: \$17,600 (\$14,130.24 in lost rent, CAM and real estate taxes plus approximately \$3,400 in utilities cost) annually
Contact: John W. Coffey ICMA-CM, Community Manager, Charles Henley, Finance Manager
Attachments: email from CVO President requesting lease extension, CVO attachment 1, CVO attachment 2, CVO attachment 3, February 8, 2019 BOT Meeting minutes, original 2017 CVO Lease Agreement

Reviewed by

General

Counsel: No

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



Requested Action by BOT

Consideration of a new five-year lease for the CVO's unit at the Shopping Center.

Background and Summary Information

On February 28, 2017, the BOT voted to give the Civic Volunteer Organization (formerly known as the Barefoot Bay Homeowners Association) a two-year lease for a larger space (part of unit #4 and unit #5 which is 1,077 square feet in size) in the rear of the Shopping Center for \$0.00 monthly rent with BBRD paying for all utilities (previously the CVO had an informal sub-leased very small space within unit #1-6 provided to the Brevard Sheriff's Department for its Citizens on Patrol (COP) program). Understood in the 2017 lease was that the CVO would provide the COP program space with a separate entrance within the new CVO Office (this space was constructed by staff and is currently in use by the COPs).

On February 8, 2019, the BOT renewed the lease for an additional two years, expiring on February 28, 2021.

CVO President Elaine Van Berschot (as attached) is requesting the BOT to approve a new five-year lease at the same terms.

The recommended continuation of the free leased space with utilities is based on the following factors:

- Two prior BOTs approved the original lease and 2019 extension
- The CVO provides a plethora of services to the community (see attachments)
- The CVO partners with many other agencies and provides year-round activities/social events (see attachments)
- The CVO hosts multiple fund-raising events that pay the cost of services to low income and disadvantaged property owners through its Helping Hands Program (see attachments)
- The CVO provided the needed volunteers to enable the smooth operations of the Barefoot by the Lake Festivals, planning for future events and the timely legwork in soliciting sponsorship for future events (the Barefoot by the Lake Festival could not occur in its current form without the large number of volunteers organized by the CVO)
- Two-year community and charitable donations of \$46,041.

Based on previous BOT action, the Community Manager recommends the BOT approve a new five-year lease with the CVO for part of unit #4 and unit #5 at the Shopping Center for \$0.00 rent with utilities paid for by BBRD.

John Coffey

From: Elaine Van Berschot <evanberschot6@yahoo.com> on behalf of Elaine Van Berschot
Sent: Wednesday, December 23, 2020 2:46 PM
To: John Coffey
Subject: January 9th 2021 BOT Agenda

Hello John,

I am currently out of town until Dec. 30, 2020 but I would like to inquire if the CVO lease contract could be placed on the agenda for Jan. 9. It is our understanding that our request must be submitted at least 7 days ahead of the meeting, hence this request. Our lease will be up soon and we would like to sign a new contract for our office, using the same terms but extending the lease from 2 years to 5 years.

We would also like to include CVO information as to what we do and what our thoughts are for the future. Since I will be back in town at the end of December I would like to include this operational information at that time, if this is possible. Come the first of the year, I will be able to return home and put this information together for all Trustees. Please let me know if this works for everyone.

Best Wishes,

Elaine VanBerschot

CVO CORE PROGRAMS

COMMUNITY SERVICES:

- Office staffed Monday-Friday 10 am – 2 pm
- Free fax/copy service (donations optional)
- Information center for County, BBRD, and CVO events
- Provide space for COPS
- Additional meeting space for clubs
- Coordinate seminars with County agencies
- Helping Hands
- Shopping/Senior at Lunch Transportation Van Service
- Safe at Home – daily phone call
- Host Candidate Forums and provide space to meet with constituents.
- Coordinated production and distribution of masks
- Hurricane preparedness meeting and information distribution
- Phone directory updating/delivery
- Smoke Alarm Program (5,000+ installed)
- ARRP Safe Drivers

COMMUNITY ACTIVITIES:

- Co-chair Barefoot by the Lake Festival
- Deck the Halls
- Trunk or Treat
- Cancer fundraising drive
- Social events, comedy shows etc.
- Monthly bingo

CVO WORKS IN PARTNERSHIP WITH:

- BBRD -Barefoot by the Lake and other events
- Aging Matters of Brevard County
- Seniors at Lunch Brevard County
- American Cancer Society
- Lions Eyeglass Depository
- Veteran's Flag Depository

SOCIAL EVENTS: Ticket sales for all events cover costs of tickets, decorations, entertainment, and advertising. Net proceeds are added to CVO fundraising efforts. Coordinate with Food and Beverage.

- New Year's Eve Celebration
- Themed Dance Parties
- Annual Car Show
- Comedy Shows

FUNDRAISING EVENTS:

- CVO Golf Tournament
- Monthly Bingo
- Cancer Walk and Drive
- Net Proceeds of Social Events
- Various Raffles

HELPING HANDS: Assists residents who are physically/financially unable to make repairs for DOR compliance and meet requirements for assistance. Coordinate with DOR Dept.

2019 Total expenditure was \$2,522.89. Residents assisted were 14

- Pressure washing - \$515
- Skirting/siding/fascia/roofing - \$1,765.00
- Landscaping - \$140
- Electrical/street light - 102.89

2020 Total expenditure was \$355.00. Residents assisted were 4. Activity low due to Covid shutdown.

- Skirting \$150
- Pressure washing \$205

2021 Currently working on a window replacement and fascia repair. Cost not yet available.

COMMUNITY AND CHARITABLE DONATIONS:

2019 Total donations \$34,915.00.

DAV	Florida Sheriffs Assoc	South Mainland Library
BBRD Jr. Golf	American Cancer Soc.	Trunk or Treat
Barefoot Bay Song CD production	Trunk or Treat (bounce house)	
Luncheon- ARRP Smart Drivers	Christmas Parade - Bayside HS Band	
Purchase of leather couch for Veterans facility		
Installation of Pavilion (\$31,235. Purchase price paid in 2018)		

2020 Total donations \$11,145.78.

Covid Relief for employees/residents in need for W/D and Walmart gift cards, cash, and lunches at RJ's and Holy Cannoli (\$6,910)

Golf Tournaments- Sand Lobello, and BBRD Food Pantry

Year End Donations to Community Fund, First Baptist Church Food Bank, Joe's Club, and Friends of the Library



WHO IS THE CVO AND WHAT DO THEY DO?

The CVO, Civic Volunteer Organization is a community- based volunteer organization with over 150 active volunteers of different levels of involvement.

Our Mission

"TO BETTER THE COMMUNITY OF BAREFOOT BAY THROUGH SERVICE, EDUCATION AND SOCIAL EVENTS; PROMOTING COMMUNITY SPIRIT BY ENCOURAGING VOLUNTEERISM AND BUILDING A HARMONIOUS RELATIONSHIP BETWEEN THE BAREFOOT BAY COMMUNITY AND GOVERNING BODIES".

The CVO office is located at 935 Barefoot Boulevard, is staffed 5 days a week with knowledgeable and experienced volunteers from 10:00 a.m. to 2:00 p.m. We house a plethora of information on all things happening in Barefoot Bay, County, State and local services available to our residents, free copying and faxing services along with being an active partner with the district on many events in the community. The CVO directly sponsors / supports the following programs:

CVO CORE PROGRAMS

EDUCATIONAL/INFORMATIONAL EVENTS— These events are held to inform our residents of happenings in the community. April is our "Meet and Greet" introducing our Board of Trustees and our Managers to the residents. In May, the Brevard County Emergency Management Team will present a program on "Hurricane Preparedness" with a follow-up in August. In October we host a Candidate's Forum" introducing residents to candidates who will be running for the BOT (Board of Trustees). Election Day is the same day as the National Elections and is held in Building "A". In the odd months we schedule informational sessions for our residents. Betsy Clark is our resident volunteer coordinator .

SAFE AT HOME – A simple phone call will be made each day. If the resident answers, all is well and the call is complete. If no answer, a follow up call will be made to a second number that is given to us. Sue Reddy is our resident volunteer coordinator.

HELPING HANDS – The goal of “Helping Hands” is to assist those whose homes are in violation of the Barefoot Bay Deed of Restrictions and through no fault of their own, are unable to make the needed repairs. The focus of the assistance will be those homeowners who are disadvantaged due to handicap, health, age or finance. The work performed will include such things as skirting repair, power washing, siding repair and yard work. Elaine VanBershot is our resident volunteer coordinator for this program.

YOUTH PROGRAMS – Summer programs include golf, tennis, pickle ball and more. Joanne Plasse is our resident volunteer coordinator for the youth programs.

SOCIAL EVENTS – We sponsor fundraising events: Comedy Nights, New Year’s Eve Dance, Golf Tournaments and more to support our CVO charities. This is a resident volunteer position as event planner.

TRUNK OR TREAT – This Halloween Event is October 31 each year. This is held in the field next to our office or under the oaks. Over 100 cars and golf carts participate each year and the CVO has provided Bounce houses, pumpkin painting and crafts for a fun time. Joanne Plasse is our resident volunteer coordinator.

DECK THE HALLS – During the Holidays, you will see a group of resident volunteers along with Property Services during the week prior to Thanksgiving, hanging decorations around the community. The Management and upkeep of all decorations is provided by the CVO, as well as the take down of decorations and storage. Joanne Plasse is our resident volunteer coordinator.

BINGO – THE 4TH Thursday of every month. Peter Carey has been our resident volunteer coordinator.

CVO PARTNERSHIP PROGRAMS

Partnering with AGING MATTERS BREVARD COUNTY

AGING MATTERS IN BREVARD COUNTY- The CVO plays host to Susan Houts, Director of Marketing for Aging Matters in Brevard County, in our office from 1-4 p.m. every Monday. This is a great opportunity to learn what assistance and/or programs are available to our senior residents.

SENIORS AT LUNCH – Our Van is supplied by Brevard County. We have volunteer drivers that take our seniors to the Micco Community Center for lunch and social time five days a week, a Thursday shopping trip to WalMart and an occasional trip to the Food Bank. Peter Carey is our resident volunteer coordinator.

PARTNERING WITH American Red Cross

SOUND THE ALARM – Partnering with the RED CROSS, a group of volunteers will install FREE Smoke Detectors in our homes on the first Saturday of every month. 4900 Smoke Detectors have been installed in over 1700 homes since this program began in 2017. Kathy Planinsek is our resident volunteer coordinator.

PARTNERING WITH AARP

SMART DRIVING COURSE - A Partnership with AARP. This 6- hour class, with lunch included, keeps our residents up to date on current driving information and the "certificate of completion" gives a discount on your insurance policy. \$15.00 for AARP Members and \$20.00 for nonmembers. This program is coordinated by resident volunteer Betsy Clark.

PARTNERING WITH Barefoot Bay District

BAREFOOT BY THE LAKE - Music, Art and Food Festival – an annual event being held February 14, and 15, 2020. A fun 2-day event held in the area next to the Lounge including a Friday night concert, great artisans, and tasty food. Kathy Mendes, and Roger Compton are the coordinators of this event.

BAREFOOT BY THE LAKE CAR SHOW 2020 – Saturday, January 11, 2020 and will be our second annual Barefoot By the Lake Car Show, "Under the Oaks" overlooking the lake. A fun day for Car Lovers and another event for our residents to enjoy. Cars, trucks, motorcycles, Crafts, music, judging and awards! Elaine VanBerschot is our resident Volunteer coordinator

CHRISTMAS GOLF CART PARADE - This is a traditional Christmas activity in the Bay. This year there were over 100 decorated golf carts, along with Bayside High School Marching Band and more. The CVO actively assists Joe Klosky as he plans this event and the CVO was responsible for bringing in the Bayside Marching Band, a new high-light of the parade. We also assist in finding judges from the community for the parade, and participated with three, decorated golf carts this year.

PARTNERING WITH The American Cancer Society

AMERICAN CANCER SOCIETY FUNDRAISER – This event was called a "Sea Of Pink" Breast Cancer Walk and will be added as an annual event. Not only have the CVO and the people of Barefoot Bay participated with their efforts and money, but our own Resident Relations raised \$4,082 of the total \$18,051 and our Lady Golfers raised over \$1500. Some of our Resident Relation people don't even live here but feel part of this community thru their work experience. This is sheer determination and love! All money was donated to Brevard County American Cancer Society.

VOLUNTEERISM is the name of the game!

CVO

Office Volunteer

Training Program



Who we are

The CVO, Civic Volunteer Organization is a community- based volunteer organization.

Our Mission is:

“TO BETTER THE COMMUNITY OF BAREFOOT BAY THROUGH SERVICE, EDUCATION AND SOCIAL EVENTS; PROMOTING COMMUNITY SPIRIT BY ENCOURAGING VOLUNTEERISM AND BUILDING A HARMONIOUS RELATIONSHIP BETWEEN THE BAREFOOT BAY COMMUNITY AND GOVERNING BODIES”.

Free Office Services

- **Faxing :** Using the large Cannon Copier. Switch the box on the table behind the front desk from A to B. Select Fax on the Cannon screen. Enter the sheets to be faxed into the top feed of the copier, face up. Enter the Fax number using the keypad beside the screen. Hit B&W start. Once the fax has been sent a confirmation will print. Switch the box back from B to A.
- **Copies :** To make copies you simply select copy on the Cannon, select the number of copies, select B&W (preferred) or Color and press start.
- **Meeting Space:** To book the CVO meeting space, check the schedule for free time and book the desired meeting time. Allow 30 minutes before and 30 minutes after the desired actual meeting to cover any overrun time.
- **Information Service Center:** The information Service Center is on the Table and wall beside the COP office door. Additional information can be found on the Notice Boards at the CVO entrance or the Aging Matters Table. Google may also be used to research information for a Homeowner if time permits.

Basic Bay Information

- Water – Refer to the Water Company at the Green Building adjacent to the CVO office
- DAV – Refer to the office just to the right of the CVO
- DOR, Badges, Beach access, Pier access or other Property questions – refer to the Administration Building and Customer Service
- All others refer to the laminated sheet that contains all Bay related numbers
- Non-Emergency BCSO # 772-663-6269

CVO Programs

- Senior Advocacy Program
 - Aging Matters
 - Caregiver Assistance
 - Civil Legal Assistance
 - Meals on Wheels
 - Respite Services
 - Medical Supplies and Equipment
- Seniors at Lunch
 - Thursday Shopping
- Sound the Alarm Smoke Detector Program
- Smart Driving Course
- Safe at Home Call Tree Program
- Helping Hands Program

CVO Sponsored/Supported Events cont...

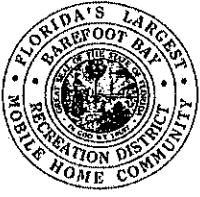
- Comedy Night
- New Years Eve Party
- Golf Tournament
- Halloween Party
- Themed Dances
- Bingo

Sign Up Sheets

Sign up sheets are typically on the table below the Information Center Wall. Occasionally there will be a folder on the desk, rather than a sign up sheet. Please check both locations if you cannot find the appropriate event sign up.

KEY FOR ACRONYM ABBREVIATIONS

ARCC	Architectural Review and Control Committee
BBRD	Barefoot Bay Recreation District
BFB or BB	Barefoot Bay
BOT	Board of Trustees
CCTV	Closed Circuit TV
CPI	Consumer Price Index
CVO	Civic Volunteer Organization of Barefoot Bay
DOR	Deed of Restrictions
FASD	Florida Association of Special Districts
FAQ	Frequently asked questions
FB or F & B	Food and Beverage
FM&CIP	Five Year Financial Model & Capital Improvement Plan
FY	Fiscal Year (Oct.1, 2019 – Sept.2019)
G/L	General Ledger
ID	Photo ID
NAB	New Administration Bld.
NHW	Neighborhood Watch Program
R&M	Repair and Maintain (property)



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting

February 8, 2019

1 P.M. – Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on February 8, 2019 in Building D&E, 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Lavier called the meeting to order at 1:00 P.M.

Thought for the Day

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

Pledge of Allegiance to the Flag

Led by Mr. Diana.

Roll Call

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

Presentations

None brought forward

Minutes

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

Treasurer's Report

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

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

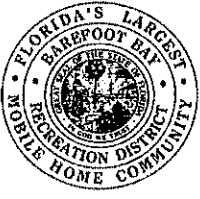
Presentation

None brought forward

Audience Comment On Agenda Items

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

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



BAREFOOT BAY RECREATION DISTRICT

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

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

Old Business

CVO Lease Renewal

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

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

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

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

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

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

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



BAREFOOT BAY RECREATION DISTRICT

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

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

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

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

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

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

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

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

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

Mr. Klosky called for a 5-minute recess.

New Business

Lounge Expansion Conceptual Design Change Order 1

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

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

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



BAREFOOT BAY RECREATION DISTRICT

Shopping Center Marquee Sign

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

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

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

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

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

Manager's Report

Resident Relations

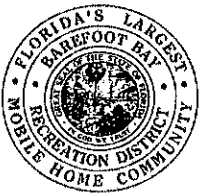
- **ARCC Update** – February 5th meeting has the following cases on the agenda: 2 old business, 15 consent and 13 non-consent
- **Violations Committee Update** – February 8th meeting has 8 cases on the agenda.
- **Neighborhood Revitalization Program (NRP) Update** – Staff is working with the Finance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

Food & Beverage

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

Golf-Pro Shop

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



BAREFOOT BAY RECREATION DISTRICT

- 9-Holer's Charity Event
 - Feb. 5th
 - 7:00am Shotgun
 - Sign up in progress
- Farewell to Sandy Golf Tournament
 - Feb. 23rd
 - 8:30am Shotgun
 - Sign up begins Feb 1st

Property Services

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

General Information

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



BAREFOOT BAY RECREATION DISTRICT

problematic high-water issue behind Pocatella. Staff requests direction on this matter. Board consensus to work with General Counsel and the County on this issue.

Attorney's Report

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

Trustee Incidental Report

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

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

Ms. Henderson had no comment at this time.

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

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

Adjournment

Mr. Diana made a motion to adjourn.

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

Meeting adjourned 2:52PM.

Steve Diana, Secretary

Dawn Myers, District Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 31 day MAY, 2017, by and between BAREFOOT BAY RECREATION DISTRICT, a mobile home park recreation district organized and existing under the provisions of Section 418.30, et seq., Florida Statutes, and Brevard County Ordinance No. 84-05, (hereinafter referred to as "Lessor") and Barefoot Bay Homeowners Association, (hereinafter referred to as "Lessee"). The Lessor and Lessee are sometimes herein collectively referred to as the "Parties".

WITNESSETH:

In consideration of the mutual covenants and agreements herein set forth, the Lessor and the Lessee agree and covenant that the Lessor shall demise and lease unto Lessee that certain premises located in Brevard County, Florida, to wit:

Bldg. 1, Suite 5 and portion of Suite 4,
935 Barefoot Blvd.
Barefoot Bay, FL 32976

1. Term.

- (a) The term of this Lease shall be for a period of 2 years commencing on, March 1, 2017 and ending on February 28, 2019.
- (b) Provided that the Lessee is not in default of any provisions of this lease, Lessee and Lessor may agree to renew or extend said lease for 2 additional two (2) year periods upon the same terms, covenants and conditions as set forth herein. Lessee and Lessor shall agree to renew by giving written notice of intent to renew to each other not less than sixty (60) days prior to the expiration of the terms hereof.

The Lessee shall be empowered and authorized to terminate this Lease at any time, with sixty (60) days advance written notice, without any further duties and obligations to the Lessor if the Lessee, in its sole discretion, determines that he no longer needs to use the Leased Premises in conjunction with HOA purposes. The Lessor shall be empowered and authorized to terminate this Lease at any time, with sixty (60) days advance written notice, for any reason whatsoever, without any further duties and obligations to the Lessee.

- 2. Rent.** The total rent payable by the Lessee to the Lessor during the initial term and any renewal term of this Lease shall be One and 00/100 Dollars (\$1.00). The Lessor believes that the presence of the Lessee and his deputies and other employees at or around the Leased Premises will benefit the Lessor.

- 3. Alterations and Additions.** Lessee shall not make or allow to be made any alterations or physical additions or improvements in or to the Leased Premises without first obtaining the written consent of Lessor. Any alterations, physical additions or improvements to the Leased Premises made

 Lessor's initial

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 Lessee Initial

by Lessee shall at once become the property of lessor and shall be surrendered to Lessor upon the expiration or earlier termination of this Lease; provided, however, this clause shall not apply to movable equipment or furniture owned by Lessee which may be removed by Lessee at the expiration (or earlier termination) of this lease. If required by Lessor, such alterations, additions or improvements shall be removed by Lessee upon the expiration or sooner termination of the term of this Lease and Lessee shall repair damage to the premises caused by such removal, all at Lessee's cost and expense. Lessee shall submit to Lessor plans and specifications for all alterations and additions at the time Lessor's consent is sought.

4. **Maintenance and Repair.** The Lessor shall, at its sole expense, repair and maintain in good condition the roof, roof drains, sewers, outside walls, foundations, structural portions, plumbing, heating and air conditioning of the Leased Premises. After initial move in, the Lessee shall be responsible for all other repairs and maintenance necessary, including, but not limited to, work on the storefront, show windows, windows, window glass, interior decoration and painting, and electrical facilities. The Lessee shall do all things necessary to keep the Leased Premises (except the roof, roof drains, sewers, outside walls, foundations, structural portions, plumbing, heating, and air conditioning, which shall be maintained by the Lessor), excluding the sidewalks and area adjacent to the Leased Premises, in a clean, neat and sanitary manner and in compliance with all laws, ordinances, rules and regulations of any public authority and in compliance with such reasonable rules and regulations that may be adopted from time to time by the Lessor that are applicable to all tenants in the Shopping Center of which the Leased Premises is a part. The Lessee shall also be solely responsible for all repairs required as a result of the negligent or intentional acts or omissions of the Lessee.

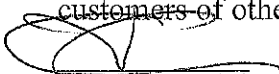
5. **Services.**

(a) The Lessor shall, during the term of the Lease, all charges for all electrical, water, sewer, and garbage and telephone service to the Leased Premises.

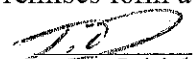
(b) The Lessor shall provide for maintenance and repair of parking and common areas of the Leased Premises and the shopping center in which the Leased Premises are situated. Except as specifically provided in this Lease, the Lessor shall not be obligated to provide any services to the Lessee. In addition, the Lessor does not warrant that any such services provided to the Lessee will be free from interruption due to causes beyond the Lessor's control. In the event of an interruption of such services or delay in the restoration of such services, the same shall not be deemed an eviction or disturbance of the Lessee's use and possession of the Leased Premises or render the Lessor liable to the Lessee for damages of any kind or nature, nor shall the same relieve the Lessee from performance of the Lessee's obligations under this Lease.

(c) The Lessee shall not be responsible for paying the Lessor a proportionate share of the cost of repair and maintenance expenses of the parking and common areas of the Shopping Center.

6. **Parking.** No part of any parking area adjoining the Leased Premises is leased hereunder. The Lessor agrees that parking areas shall be available to, and may be used by, the Lessee, employees and agents of the Lessee, and members of the public who are coming to the Leased Premises, as well as customers of other tenants of other portions of the building of which the Leased Premises form a


Lessor's initial

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Lessee Initial

committed any waste in or upon the Leased Premises.

- (iii) Lessee shall not use the Leased Premises to permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated.
- (iv) Lessee shall not leave the Leased Premises unoccupied or vacant for an extended period of days.

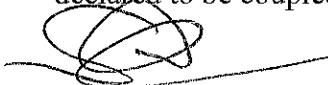
8. Insurance.

(a) **Public Liability.** The Lessor shall, at the Lessor's sole cost and expense, but for the mutual benefit of the Lessor and the Lessee, maintain throughout the term of this Lease general public liability insurance against claims for personal injury, death or property damage occurring in, or about the Leased Premises. . The Lessors coverage is for the building only. Content insurance is the sole responsibility of the Lessee.

9. Assignment. Lessee covenants and agrees not to assign, transfer, mortgage, pledge or hypothecate the leasehold or to sublet the Leased Premises or any part thereof without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion. The Lessee may not sublet or allow any "for profit" use of the building.

10. Indemnification. Except as limited by law, Lessee shall indemnify, defend and save harmless said Lessor from and against any and all claims, suits, actions, damages or causes of action arising during the term of this Lease for any personal injury, loss of life, or damage to property sustained in or about the Leased Premises by reason or as a result of negligence of the Lessee or his employees. The provisions of this Paragraph are not intended to, nor shall they operate to affect the rights, privileges and immunities of the Lessee as set forth in Section 768.28, Florida Statutes. The Lessor shall immediately notify the Lessee of any incident, claim or lawsuit of which the Lessor becomes aware stemming from the operation of the Leased Premises by the Lessee. The Lessor shall fully cooperate in the defense of such claims, but the Lessee shall retain sold control of the claims while the action or suit is pending, including selection of defense counsel.

11. Subordination. It is agreed by Lessee that this Lease shall be subject and subordinate to any mortgage, deed of trust, or other liens now on the premises or which may hereafter be made on account of any proposed loan to be placed on said premises by Lessor to the full extent of all debts and charges secured thereby; and to any renewals, extensions and modifications of all or any part thereof which Lessor may hereafter, at any time, elect to place on said premises, and Lessee agrees upon request to hereafter execute any paper or papers which counsel for Lessor may deem necessary to accomplish that end. That in default of Lessee's doing so, Lessor is hereby empowered to execute such paper or papers, in the name of Lessee, as the act and deed of said Lessee, and this authority is declared to be coupled with an interest and not revocable.


Lessor's initial

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Lessee Initial

part, and subtenants and concessionaires thereof. The Lessor shall have the right, at any time, and from time to time, to establish reasonable rules and regulations for the operation of the parking area.

7. Use.

(a) The Leased Premises shall be used and occupied by the Lessee as an advocacy organization to assist Homeowners.

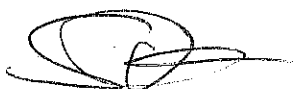
(b) Suitability. The Lessee acknowledges that neither the Lessor nor any agent of the Lessor has made any representation or warranty with respect to the Leased Premises or with respect to the suitability of the Leased Premises for the conduct of the Lessee's business nor, after Lessee's initial move in, has the Lessor agreed to undertake any modification, alteration or improvement to the Leased Premises. The taking of possession of the Leased Premises by the Lessee shall conclusively establish that the Leased Premises were at such time in satisfactory condition.

(c) Lessee's Acceptance. The Lessee accepts the Leased Premises in the "move in" condition they are in on the date this Lease commences. The Lessee hereby acknowledges that it has received the Leased Premises in a thoroughly good and tenantable order, safe condition and repair of which the execution of this Lease, and Lessee's taking of possession hereunder shall be conclusive evidence.

(d) Zoning and Occupational License. Lessee shall be solely responsible to determine that the purpose for which he/she/it intends to use the Leased Premises is allowed under the current zoning and occupational license rules and regulations. Lessor makes no representations as to the permissible uses under the applicable zoning and occupational license rules and regulations.

(e) Uses Prohibited: Lessee hereby agrees that:

- (i) Lessee shall not do or permit anything to be done in or about the Leased Premises nor bring to keep anything therein which will in any way increase the existing rate or affect any fire or other insurance upon the Leased Premises or the real property of which the premises are a part or of any of its contents (unless Lessee shall pay any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering said premises or real property or any part thereof or any of its contents, nor shall Lessee sell or permit to be sold in or about said premises any articles which may be prohibited by a standard form policy of fire insurance.
- (ii) Lessee shall not do or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of adjacent property or injure or annoy them or use or allow the Leased Premises to be used for any unlawful or objectionable purpose, nor shall Lessee cause, maintain or permit any nuisance in, on or about the Leased Premises. Lessee shall not commit or suffer to be


Lessor's initial


Lessee Initial

16. Default. Each of the following events shall be a default hereunder by Lessee and a breach of this Lease:

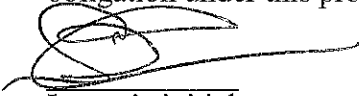
(a) If Lessee shall fail to perform or breach any of the conditions on Lessee's part to be performed and if such nonperformance or breach shall continue for a period of fifteen (15) days after notice thereof by Lessor to Lessee, or if such performance cannot be reasonably had within such fifteen (15) day period and Lessee shall not in good faith have commenced such performance within such fifteen (15) day period and shall not diligently proceed therewith to completion;

(b) If Lessee shall vacate or abandon the Leased Premises for a period of thirty (30) days or more;

(c) If this Lease or the interest of Lessee hereunder shall be transferred or assigned in a manner other than herein permitted in this Lease.

17. Lessor's Default Options. In the event of the occurrence of any default specified hereunder, Lessor may, at any time thereafter, without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default or breach, immediately terminate the lease and resume possession.

18. Condition of Leased Premises upon Termination or Expiration: Lessee shall, upon the expiration or termination of this lease, quit and surrender the Leased Premises, broom clean, in good condition and repair, reasonable wear and tear excepted, together with all keys and combinations to locks, safes and vaults and improvements, alterations, additions, fixtures, and equipment at any time made or installed in, upon or to the interior or exterior of the Leased Premises (except personal property and other unattached movable trade fixtures put in at Lessee's expense), all of which shall be the property of the Lessor without any claim by Lessee therefore, but the surrender of such property to Lessor shall not be deemed to be a payment of rent or in lieu of any rent reserved hereunder. Before surrendering the Leased Premises, Lessee shall remove all Lessee's said personal property and unattached movable trade fixtures and, at Lessor's option, Lessee shall also remove any improvements, alterations, additions, fixtures, equipment and decorations at any time made or installed by Lessee in, upon or to the interior or exterior of the Leased Premises, and Lessee further agrees to repair any damage caused thereby. If Lessee fails to remove any of Lessee's personal property and trade fixtures, said property shall, at the option of the Lessor, either be deemed abandoned and become the exclusive property of Lessor, or Lessor shall have the right to remove and store said property, at the expense of the Lessee, without further notice to or demand upon Lessee and hold Lessee responsible for any and all charges and expenses incurred by Lessor therefore. If Leased Premises are not surrendered as and when aforesaid, Lessee shall indemnify Lessor against all loss or liability resulting from the delay by Lessee in so surrendering the same, including without limitation, any claims made by any succeeding occupant founded on such delay. The Lessee's obligation under this provision shall survive the expiration or sooner termination of this lease.


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Lessee Initial

12. **Liens.** Lessee shall keep the Leased Premises, and the property in which the Leased Premises are located, free from any liens arising out of any work performed, materials furnished or any obligations incurred by Lessee, it being expressly acknowledged that the leasehold interest hereby leased shall not be subject to any such liens.

13. **Entry by Lessor.** Lessor reserves and shall at any and all times have the right to enter the leased premises, upon demand or with the Lessee's consent, to inspect the same, to submit said premises to prospective purchasers or Lessees, to post notices of non-responsibility and "For Lease" signs and to alter, improve or repair the Leased Premises and any portion of the building without abatement of rent and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of work to be performed, always providing that the business of Lessee shall not be interfered with unreasonably. The Lessee hereby waives any claim for damages for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the Leased Premises.

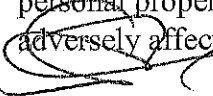
14. **Casualty Damage.** In the event the Leased Premises are destroyed or so damaged by fire or other casualty during the term of this Lease so that they become untenable, the Lessor shall have the right to render said premises tenantable by making the necessary repairs within ninety (90) days after the date of written notification by Lessee to Lessor of the destruction or damage. If the Leased Premises are not rendered tenantable within said time, either party shall have the option to cancel this Lease.

15. **Condemnation:**

(a) If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for the purpose herein leased, is condemned for any public use or purpose by any legally constituted authority, then in either of such events, the Lease shall terminate as of the date when possession is taken by such public authority.

(b) If any part of the Leased Premises shall be condemned and taken without causing a termination pursuant to Subparagraph 16(a), the Lessor, at its option, shall have the right to either terminate the Lease upon written notice within sixty (60) days after the governmental taking, or to continue the term of this Lease, and the Lessor shall, at its own cost and expense, restore the remaining portion of the Leased Premises to the extent necessary to render it reasonably suitable for the purposes for which it was leased, and make all repairs to the building in which the Leased Premises are relocated to the extent necessary to constitute the building a complete architectural unit.

(c) All compensation awarded or paid upon such a total or partial taking of the Leased Premises shall belong to and be the property of the Lessor without any participation by the Lessee, and the Lessee hereby assigns to the Lessor any award made to the Lessee. Nothing contained herein shall be construed to preclude the Lessee from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, or depreciation to, damage to, or costs of removal of, or for the value of, stock, trade, fixtures, furniture, and other personal property belonging to the Lessee; provided that no such claim shall diminish or otherwise adversely affect the Lessor's award.


Lessor's initial

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Lessee Initial

consists of husband and wife, the obligations shall extend individually to their sole and separate property as well as community and joint property. The term "Lessor" shall mean only the owner or owners at the time in question of the fee title or a Lessee's interest in a ground lease of the Leased Premises. The obligations contained in this Lease to be performed by Lessor shall be binding on Lessor's successors and assigns only during their respective periods of ownership.

23. **Entire Agreement:** This instrument, along with any exhibits and attachments hereto, constitutes the entire agreement between Lessor and Lessee relative to the Leased Premises and this Agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Lessor and Lessee. Lessor and Lessee hereby agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Leased Premises are merged in or revoked by this Agreement.

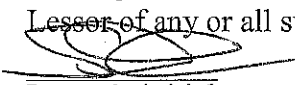
24. **Severability:** If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

25. **Time.** Time is of the essence of this Lease and each and every provision hereof, except as to the delivery of possession of the Leased Premises to the Lessee.

26. **Binding Effect; Choice of Law:** Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to Paragraph 23 of this lease, all of the provisions of this lease shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Florida and venue for any action to interpret or enforce this Lease shall lie exclusively in the appropriate state court in and for Brevard County, Florida. To the extent that either party files any legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover attorney's fees and costs from the non-prevailing party.

27. **Waiver:** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any proceeding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Lessor of any performance by Lessee after the time the same shall have become due shall not constitute a waiver by Lessor of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Lessor in writing.

28. **Surrender of Premises:** The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work as merger, and shall, at the option of Lessor, terminate all or any existing subleases or sub tenancies, or may, at the option of Lessor, operate as an assignment to Lessor of any or all such subleases or subtenants.


Lessor's initial

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19. **Signs.** Lessee shall have the right to erect one sign on the front of the Leased Premises. Lessee shall obtain Lessor's written consent prior to the erection or painting of any sign at the Leased Premises, which consent may not be unreasonably withheld. Lessor's discretion shall be based on the size, nature, exact location, design, style, wording thereof and illumination of the proposed sign. A sign of a size and nature equivalent to and consistent with other signs on the Lessor's property shall be approved. Lessor reserves the right to use the exterior wall and roof of the Leased Premises, except as otherwise provided herein. Lessee shall not inscribe, paint or affix any signs, lights, advertisements, notices, placards, marquees or awnings on the exterior of the Leased Premises, including but not limited to the windows, doors, stairs, hallways or vestibules, without first receiving the written consent of the Lessor. No overhanging roof or projecting sign, placard, marquee or other advertisement and no paper or cardboard signs on or in the windows, doors or exterior of the Leased Premises, and no sidewalk racks or other display or vending machines shall be permitted. Lessee shall, upon receiving a written request from the Lessor, remove any notice, sign, light, advertisement, placard, marquee, awning, sidewalk rack or other display or vending machine which Lessee has placed or permitted to be placed in, on or about the Leased Premises which, in the opinion of the Lessor, is objectionable, offensive or not in good taste, and if the tenant shall fail to do so, Lessor may re-enter the Leased Premises and remove same at expense of Lessee.

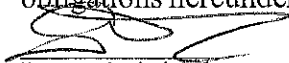
20. **Inability to Perform.** If the Parties are delayed or prevented from performing any of its obligations under this Lease by reason of strikes, lock-outs, labor troubles, inability to produce materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of like nature which is not the fault of the party delayed in performing the work or doing the acts required under the terms of this lease, then performance of such act shall be excused for the period of such delay or such prevention and the period for performance of such act shall be excused for the period of such delay or such prevention and the period for performance of said act shall be deemed added to the time herein provided for the performance of any such obligation.

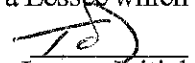
21. **Transfer of Lessor's Interest:** In the event of a sale or conveyance by Lessor of Lessor's interest in the Leased Premises or in any building of which the Leased Premises may be a part other than a transfer for security purposes only, Lessor shall be relieved from, after the date specified in any such notice of transfer, all obligations and liabilities accruing thereafter on the part of Lessor, provided that any funds in the hands of Lessor at the time of transfer in which Lessee has an interest shall be delivered to the successor of Lessor. This Lease shall not be affected by any such sale and Lessee agrees to attorn to the purchaser or assignee.

22. Captions; Attachments; Defined Terms:

(a) The captions of the sections of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

(b) The words "Lessor" and "Lessee," as used herein shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one Lessor or Lessee, the obligations hereunder imposed upon Lessor or Lessee shall be joint and several; as to a Lessee which


Lessor's initial


Lessee Initial

29. **Holding Over:** If Lessee remains in possession of the Leased Premises after the Lease expires or terminates for any reason and without the execution of a new Lease, Lessee will be deemed to be occupying the Leased Premises as a Lessee from month to month at the sufferance of Lessor, and the Lessee will continue to be subject to all of the provisions of this lease. Additionally, the Lessee shall be liable to the Lessor for all lawful damages resulting from his failure to surrender possession of the Leased Premises as required by this Lease. This provision does not give the Lessee any right to hold over at the expiration of this Lease, and shall not be deemed to be a renewal of the Lease term, either by operation of law or otherwise.

30. **Abandoned Property:** Florida law shall govern the duties and remedies with respect to any abandoned property of this Lessee.

31. **Quiet Enjoyment.** Lessor agrees that, subject to Lessee's performance of the terms and conditions of this lease, Lessee shall peaceably and quietly have, hold and enjoy the Leased Premises in accordance with the terms and conditions of this Lease.

32. **Construction of Agreement.** The Parties have read and negotiated all of the language of this Lease. The Parties acknowledge and agree that, because each of the Parties participated in the negotiating and drafting of this Lease, no rule of construction shall apply to shall apply to this Lease which construes any language, whether ambiguous, unclear or otherwise, in favor of or against any party by reason of that party's role in drafting this Lease.

33. **Mutual Intent.** It is agreed between Lessor and Lessee that the aforementioned provisions represent the true intent of the parties and the sufficient consideration exists for each to be bound thereby.

34. **Notice.** Any notice permitted or required to be given under the terms of this Lease shall be in writing, addressed to the party to whom it is directed, and sent either by (1) hand deliver, (2) United States certified or registered mail, postage prepaid, return receipt requested, or (3) overnight delivery by a nationally recognized delivery company, to the address shown below or to such other address as either party may from time to time designate by written notice in accordance with the paragraph:

(a) If to Lessor: Barefoot Bay Recreation District
625 Barefoot Boulevard, Bldg. F
Barefoot Bay, Florida 32976

(b) If to Lessee: Barefoot Bay Homeowners Association
935 Barefoot Blvd Suite 5
Barefoot Bay, Florida 32976

Any such notice shall be deemed effective upon receipt.


Lessor's initial

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Lessee Initial

35. **Demise of the Leased Premises.** Subject to the terms and conditions set forth in this lease, the Lessor hereby demises and leases to the Lessee and the Lessee hereby leases from the Lessor, that certain real property, including any and all improvements, located in Brevard County, Florida, more specifically described as Suite Building 1, Space 5, located at 935 Barefoot Boulevard, Barefoot Bay, Florida 32976, referred to herein as 'Leased Premises.'

36. **Condition of the Leased Premises.** The Lessee agrees to accept the Leased Premises on a "ready to move in" basis. The Lessee shall not permit any unlawful nuisance, waste or injury on the Leased Premises. The Lessee agrees to surrender the Leased Premises upon the expiration of this Lease, or earlier termination hereof, in a condition substantially similar to the condition of the Leased Premises on the Commencement Date, ordinary wear and tear excepted and leasehold improvements excepted.

Signed and accepted this 31st day of MAY, 2017.

WITNESSES: or ATTEST:
As to Lessee

BAREFOOT BAY HOMEOWNER'S
ASSOCIATION

Print Name _____

By: Thomas O'Donnell

Printed Name THOMAS O'DONNELL

Print Name _____

As it's TREASURER

WITNESSES:
As to Lessor

BAREFOOT BAY RECREATION DISTRICT
"LESSOR"

Printed Name: _____

By: Steven Diawa
Printed Name: STEVEN DIAWA

Printed Name: _____

As it's CHAIRMAN

Lessor's initial

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Lessee Initial

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, January 26, 2021

Title: **Request for Reduction of Legal Fees and Costs - 368 Egret Circle**

Section & Item: 9.B

Department: Resident Relations, DOR

Fiscal Impact: \$510.74 - Hard costs
\$840.00 - Legal fees to date, including work in progress

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

Attachments: Reduction of Legal Fees - 368 Egret Circle, Email request from Homeowner, Request for Reduction of Legal Fees and Costs Form - CRR

Reviewed by

General Counsel: Yes

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



Requested Action by BOT

Consideration of homeowner's request for waiver of DOR costs of abatement.

Background and Summary Information

368 Egret was found to be in violation of Article II, Sect. 5 (A) (B) Unapproved Fence on 8/9/2019 by the Violation Committee. The case was referred to the BOT and heard by the BOT on 2/18/2020. The case was found to be in violation and referred to General Counsel Repperger. There has been 17 inspections and 17 pictures taken. During this time DOR Staff has had numerous contact with Mr. Miller concerning the fence. And on one occasion Mr. Richard Armington was riding with one of the DOR inspectors and stopped as Mr. Miller was outside. Mr. Armington asked if he was going to take the fence down and he responded that the fence will never come down. Mr. Armington then stated that the case would be turned over to Legal Counsel and Mr. Miller said "Go ahead". After the BOT referred the case to General Counsel Repperger for legal action, Mr. Repperger emailed Mr. Miller on 12/16/2020 concerning legal fees. Subsequently, Mr. Miller removed the fence and requested relief of costs.

Due to the fact that the homeowner refused to abate the violation when dealing with staff, the Community Manager recommends the BOT deny the request for waiver of costs.

From: [Cliff Repperger](#)
To: [Miller, Edward](#)
Cc: [Krista Runte](#); [Sally Biondolillo](#); [Rich Armington](#); [John Coffey](#)
Subject: RE: RE: 368 Egret Circle, Sebastian Florida
Date: Wednesday, December 16, 2020 10:53:53 AM
Attachments: [image003.png](#)
[Reduction Legal Fees and Costs Factor Worksheet.docx](#)
[Request for Reduction of Legal Fees and Costs Form - CRR.docx](#)

Mr. Miller,

We appreciate you bringing the property into compliance. Now we have to address the legal fees and costs aspect of the matter since a litigation case was prepared, filed with the Clerk of Court, and served in order to achieve compliance.

In processing this matter, the hard costs to date (which include Clerk of Court filing fees, summons, and process server fees) are **\$510.74.**

Legal fees to date, including work in progress for December 2020 are **\$840.00.**

In the past, the Board of Trustees has been willing to consider reducing/waiving legal fees for matters coming into compliance prior to a Court determination on the merits of the suit where a justified request is made, but has insisted that the payment of hard costs be paid. I cannot guarantee that the Board of Trustees would take the same action in this matter, but I would make that recommendation if you file a written Request for Reduction or Waiver of Legal Fees and Costs with the Board of Trustees.

There is no approved formal mechanism for requesting a reduction/waiver of legal fees and costs in DOR litigation cases. I would suggest that you send a request in writing to Rich Armington (with a copy to me) that the Board of Trustees reduce/waive legal fees and costs associated with this case. In your request, I would recommend noting your expeditious compliance after being served with the lawsuit and also outlining any difficulties or mitigating factors that may have prevented you from bringing the violation into compliance prior to the lawsuit being filed. Although there is no approved formal mechanism for making this request, my office has previously prepared the attached documents for potential use in the process. Although not formally adopted by the Board of Trustees, these forms may help you frame a Request for Reduction. I would caution you against making any arguments regarding interpretations under the DOR and to focus primarily on your compliance efforts and/or any mitigating circumstances.

Once a written request has been filed, we can schedule the matter for consideration by the Board of Trustees (unless Staff determines that this should be handled differently). I am copying Community Manager John Coffey for his awareness and comment (if any) regarding the process that Staff would like to employ in bringing these type of issues to the Board for consideration.

If you have any questions or concerns, please feel free to contact me.

Best regards,

Cliff Repperger
General Counsel
Barefoot Bay Recreation District

Clifford R. Repperger, Jr., Esq.
Partner

p. 321.327.5580 | f. 321.327.5655

730 E. Strawbridge Avenue, Suite 209
Melbourne, FL 32901
cliff@whitebirdlaw.com
whitebirdlaw.com



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John Coffey

From: Miller, Edward <emil7@allstate.com> on behalf of Miller, Edward
Sent: Wednesday, December 16, 2020 12:22 PM
To: Cliff Repperger
Cc: Krista Runte; Sally Biondolillo; Rich Armington; John Coffey
Subject: RE: RE: 368 Egret Circle, Sebastian Florida
Attachments: Request for Reduction of Legal Fees and Costs Form - CRR.docx; Reduction Legal Fees and Costs Factor Worksheet.docx

Thanks to everyone, attached are the required forms for the request to remove fees. I would appreciate it, if you could help. I do not have a printer nor can afford one, this portion is left with my typed signature under notarized, if you would mail me a copy I could speak with my bank, if notarized is required.

Thank you all.

Edward Miller, CEBS
Underwriting Consultant
Group Underwriting
Allstate Benefits
1776 American Heritage Life Drive
Jacksonville, FL 32224
Phone 904-992-3011
Emil7@allstate.com

Southeast Broker Channel – ABGroupUWSoutheastTerritorybc@allstate.com
Southeast Agent Channel – ABGroupUWSoutheastTerritoryac@allstate.com
North Central Broker Channel – ABGroupUWNorthCentralTerritorybc@allstate.com
Central Agent Channel – ABGroupUWCentralTerritoryac@allstate.com

Have you registered with Allstate Benefits website? If not, please go to www.allstatebenefits.com/mybenefits Sign up by clicking on the registration button under the login. You are able to file claims, obtain your policy number and get claim forms, claim status, policy information and more. "The information contained in this e-mail and any accompanying documents may contain information that is confidential or otherwise protected from disclosure. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message, including any attachments. Any dissemination, distribution or other use of the contents of this message by anyone other than the intended recipient is strictly prohibited."

From: Cliff Repperger <cliff@whitebirdlaw.com>
Sent: Wednesday, December 16, 2020 10:54 AM
To: Miller, Edward <emil7@allstate.com>
Cc: Krista Runte <krunte@whitebirdlaw.com>; Sally Biondolillo <sallybiondolillo@bbrd.org>; Rich Armington <richarmington@bbrd.org>; John Coffey <jcoffey@bbrd.org>
Subject: [External] RE: RE: 368 Egret Circle, Sebastian Florida

Mr. Miller,

We appreciate you bringing the property into compliance. Now we have to address the legal fees and costs aspect of the matter since a litigation case was prepared, filed with the Clerk of Court, and served in order to achieve compliance.

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Legal fees to date, including work in progress for December 2020 are **\$840.00.**

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If you have any questions or concerns, please feel free to contact me.

Best regards,

Cliff Repperger
General Counsel
Barefoot Bay Recreation District

Clifford R. Repperger, Jr., Esq.
Partner

p. 321.327.5580 | f. 321.327.5655

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From: Miller, Edward <emil7@allstate.com>
Sent: Wednesday, December 16, 2020 8:58 AM
To: Sally Biondolillo <sallybiondolillo@bbrd.org>; Cliff Repperger <cliff@whitebirdlaw.com>; Rich Armington <richarmington@bbrd.org>
Cc: Krista Runte <krunte@whitebirdlaw.com>
Subject: RE: RE: 368 Egret Circle, Sebastian Florida

Thank you so much Sally.

Edward Miller, CEBS
Underwriting Consultant
Group Underwriting
Allstate Benefits
1776 American Heritage Life Drive
Jacksonville, FL 32224
Phone 904-992-3011
Emil7@allstate.com

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Southeast Agent Channel – ABGroupUWSoutheastTerritoryac@allstate.com
North Central Broker Channel – ABGroupUWNorthCentralTerritorybc@allstate.com
Central Agent Channel – ABGroupUWCentralTerritoryac@allstate.com

Have you registered with Allstate Benefits website? If not, please go to www.allstatebenefits.com/mybenefits Sign up by clicking on the registration button under the login. You are able to file claims, obtain your policy number and get claim forms, claim status, policy information and more. "The information contained in this e-mail and any accompanying documents may contain information that is confidential or otherwise protected from disclosure. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message, including any attachments. Any dissemination, distribution or other use of the contents of this message by anyone other than the intended recipient is strictly prohibited."

From: Sally Biondolillo <sallybiondolillo@bbrd.org>
Sent: Wednesday, December 16, 2020 8:15 AM
To: Cliff Repperger <cliff@whitebirdlaw.com>; Rich Armington <richarmington@bbrd.org>

Cc: Krista Runte <krunte@whitebirdlaw.com>; Miller, Edward <emil7@allstate.com>

Subject: [External] RE: 368 Egret Circle, Sebastian Florida

Cliff,

Case #19-002488 - 368 Egret has come into compliance.

Thank you,

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



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

From: Cliff Repperger <cliff@whitebirdlaw.com>

Sent: Tuesday, December 15, 2020 10:51 AM

To: 'Rich Armington (richarmington@bbrd.org)' <richarmington@bbrd.org>; Sally Biondolillo <sallybiondolillo@bbrd.org>

Cc: Krista Runte <krunte@whitebirdlaw.com>

Subject: FW: 368 Egret Circle, Sebastian Florida

Rich/Sally,

See below. Let us know if it comes into compliance.

Cliff

Clifford R. Repperger, Jr., Esq.
Partner

p. 321.327.5580 | f. 321.327.5655

730 E. Strawbridge Avenue, Suite 209
Melbourne, FL 32901



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From: Miller, Edward <emil7@allstate.com>
Sent: Tuesday, December 15, 2020 10:45 AM
To: Sfecteau@bbrd.org; Richarmington@bbrd.org; Peteressig@bbrd.org; Mbarry@bbrd.org
Cc: Cliff Repperger <cliff@whitebirdlaw.com>
Subject: 368 Egret Circle, Sebastian Florida

Dear Sir & Madam, I received a summons on December 12 and called Mr. Repperger on December 13th. I advised Mr. Repperger that the fence is removed. He told me to contact the DOR and ask them for an inspection. This morning I left a message as there was no one available. This is a concern because in the past my wife has called about the fence and no one responded back.

This is legal notification the fence has been removed and fully satisfies my legal obligation until I receive further notification from you. You can contact me at either 321-307-5867 or 321-831-8585.

Sincerely;

Edward Miller

Edward Miller, CEBS
Underwriting Consultant
Group Underwriting
Allstate Benefits
1776 American Heritage Life Drive
Jacksonville, FL 32224
Phone 321-307-5867
Emil7@allstate.com

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Southeast Agent Channel – ABGroupUWSoutheastTerritoryac@allstate.com
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Have you registered with Allstate Benefits website? If not, please go to www.allstatebenefits.com/mybenefits Sign up by clicking on the registration button under the login. You are able to file claims, obtain your policy number and get claim forms, claim status, policy information and more. "The information contained in this e-mail and any accompanying documents may contain information that is confidential or otherwise protected from disclosure. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message, including any attachments. Any dissemination, distribution or other use of the contents of this message by anyone other than the intended recipient is strictly prohibited."

I Edward Miller, do hereby submit this Request for Reduction or Waiver of DOR Enforcement Legal Fees and Costs, and in support offer the following statement:

This is a financial hardship I'm seventy years old working in Jacksonville in order to
cover living expenses. My wife is blind she was unable to handle removing the fence.

We did not understand there was legal proceedings.

Date: _____

Signed: Edward Miller

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ 16 day of _____ December _____, 2020, by means of ☐ physical presence, or ☒ online notarization, by _____, who is personally known to me, or who has produced _____. If you provide hard copy I will provide to the bank for Notarization. _____ as identification.

Edward Miller
Notary Public, State of Florida

(seal)

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, January 26, 2021

Title: Request for Forgiveness of Debt and Release of Liens: 804 Beech Court and 923 Frangi Pani Drive

Section & Item: 9.C

Department: Resident Relations, DOR

Fiscal Impact: \$18,975.85 (Largely Uncollectable)

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

Attachments: 0229 - 804 Beech Ct Past Due, 1504 - 923 Frangi Pani Dr Past Due

Reviewed by

General Counsel: N/A

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



Requested Action by BOT

Consideration of request by property owners for forgiveness of debts and release of liens.

Background and Summary Information

On 07/12/2019 the BOT approved a plan presented by staff to purchase tax certificates and call for the tax deed sales to encourage new home placement and decrease the amount of time and cost incurred by Property Services staff in maintaining the lots. Specifically, the following steps were proposed:

1. Identified the attached 2 vacant lots (addresses redacted in accordance with the spirit of the Neighborhood Revitalization Program) procedures) with tax deeds owned by Brevard County as potential lots to be purchased to spur the construction of new homes. The 2 lots have current DOR violations for tall grass resulting in Property Services cutting the grass and liens being placed on the properties for non-payment. Purchasing these lots are outside the normal parameters of the (NRP) thereby requiring BOT approval to proceed.
2. Acquisition and resale of these properties would require the following steps:
 1. Purchase one County held certificate more than two years old.
 2. Approximately 7 days after purchase call for tax deed sale.
 3. At tax deed sale BBRD will bid the minimum to acquire all other tax deeds and take possession of the properties (if BBRD does not win the sale our original purchase money will be paid back from purchaser)
 4. Once BBRD owns the properties they will be placed on Govdeals.com our website for all properties we auction.

When BBRD called for tax deed sale, another owner of tax certificates called for a tax deed sale on properties they owned resulting in new ownership of these properties and BBRD receiving over \$160,000 in back assessment fees.

Mr. Charles Wismer requested staff to waive the outstanding liens so as to make the property economically feasible for placement of a new home. Staff does not have the authority to grant such request, thereby, Mr. Barry Southard and Valerie Gallo are now requesting the BOT waive \$18,975.85 in liens.

The majority of these liens are consider uncollectible and if the new owner (similar to past owners) simply walks away from the property, staff will resume the cost of maintenance and an estimated 5-7 years will be required for the property to go through the tax certificate/sale process again and then potentially end up on the County's unwanted

property list. Unknown is how long Brevard County would hold on to said properties before turning them over to BBRD (as occurred in the past (in 2013 BBRD had ownership of two empty lots via this process). Although waiving the fees will appear to some as not collecting monies owed BBRD, the reality is these monies are likely to never be received and granting such a waiver will spur new home placement, new one-time social member and assessment fees being paid in addition to revitalizing distressed neighborhoods in BBRD.

Staff recommends that the BOT in the intent of the NRP program forgive and release the liens on the 804 Beech Court and 923 Frangi Pani Drive.

Customer Balances for Barefoot Bay Recreation District

Customer: 7000-0229.01 - Angel Cosme Daisy Cosme Sr.

Customer Balance: 11,435.53

Invoice		Invoice Description	Balance Due		
Invoice Number	Date				
9485	8/1/06	Assessments	56.00	Assessments	\$ 1,916.00
5402	10/1/06	Assessments	56.00	Late Fees	1,330.00
4616	11/1/06	Assessments	56.00	Lien/Legal	275.53
4625	12/1/06	Assessments	56.00	DOR	7,910.00
0108175	1/1/07	Assessments	56.00		<u>\$ 11,431.53</u>
4204	2/1/07	Assessments	56.00		
9787	3/1/07	Assessments	56.00		
00040282	4/1/07	Assessments	56.00		
0507G173	5/1/07	Assessments	56.00		
0607g220	6/1/07	Assessments	56.00		
b219	7/1/07	Assessments	56.00		
219	8/1/07	Assessments	56.00		
6884	9/1/07	Assessments	56.00		
218	10/1/07	Assessments	56.00		
713	11/1/07	Assessments	56.00		
121519	12/1/07	Assessments	56.00		
128051	1/1/08	Assessments	56.00		
136049	2/1/08	Assessments	56.00		
147663	3/1/08	Assessments	56.00		
LEGAL-01	5/5/08	LEGAL FEES	50.21		
0229	7/1/08	Assessments	56.00		
5979	8/1/08	Assessments	56.00		
7139	9/1/08	Assessments	56.00		
12476	10/1/08	Assessments	57.00		
22748	11/1/08	Assessments	57.00		
23910	12/1/08	Assessments	57.00		
30237	1/1/09	Assessments	57.00		
35644	2/1/09	Assessments	57.00		
40809	3/1/09	Assessments	57.00		
48666	4/1/09	Assessments	57.00		
56612	4/30/09	Late Fee	10.00		
51758	5/1/09	Assessments	57.00		
Legal fees 0229	5/13/09	legal recovery fees	175.00		
65503	5/31/09	Late Fee	10.00		
60567	6/1/09	Assessments	57.00		
65896	7/1/09	Assessments	57.00		
70609 LF013	7/6/09	Late Fee	10.00		
70609 LF5574	8/1/09	Assessments	57.00		
08 LF13	8/5/09	Late Fee	10.00		
08 LF444	9/1/09	Assessments	57.00		
08 LF5406	9/2/09	Late Fee	10.00		
08 LF6024	10/5/09	Late Fee	10.00		

Customer Balances for Barefoot Bay Recreation District

Customer: 7000-0229.01 - Angel Cosme Daisy Cosme Sr.

Customer Balance: 11,435.53

Invoice			
Invoice Number	Date	Invoice Description	Balance Due
2010A0025	1/6/10	Late Fee	10.00
2010A0219	2/5/10	Late Fee	10.00
2010A0724	3/5/10	Late Fee	10.00
2010A1236	4/5/10	Late Fee	10.00
2010A1727	5/5/10	Late Fee	10.00
2010A2482	6/8/10	Late Fee	10.00
2010A2955	7/5/10	Late Fee	10.00
2010A3142	8/5/10	Late Fee	10.00
2010A3602	9/5/10	Late Fee	10.00
2010A4052	10/5/10	Late Fee	10.00
Nov LF011	11/5/10	Late Fee	10.00
LFDEC21	12/5/10	Late Fee	10.00
LFJAN014	1/5/11	Late Fee	10.00
11FEB0013	2/21/11	Late Fee	10.00
11MAR310	3/5/11	Late Fee	10.00
11APR311	4/5/11	Late Fee	10.00
MAY2011LF011	5/5/11	Late Fee	10.00
JUNE2011LF155	6/5/11	Late Fee	10.00
JULY2011STR569	7/5/11	Late Fee	10.00
AUG2011-283	8/5/11	Late Fee	10.00
SEPT2011-421	9/5/11	Late Fee	10.00
OCT11-LF633	10/5/11	Late Fee	10.00
NOV2011-1038	11/5/11	Late Fee	10.00
DEC2011-0305	12/5/11	Late Fee	10.00
JAN2012-0435	1/5/12	Late Fee	10.00
FEB2012-1437	2/1/12	Late Fee	10.00
MAR2012-1564	3/1/12	Late Fee	10.00
LFAPR12-1967	4/5/12	Late Fee	10.00
May2012LF282	5/1/12	Late Fee	10.00
June2012LF398	6/1/12	Late Fee	10.00
July2012LF780	7/1/12	Late Fee	10.00
Initial Lot Mow 0229	7/2/12	Lot Mow	140.00
Lot Mow 0229 7/24/12	7/24/12	Lot Mow	70.00
Aug2012LF1168	8/1/12	Late Fee	10.00
Aug2012	8/6/12	Lot Mow	70.00
Lot Mow 0229 8/20/12	8/20/12	Lot Mow	70.00
Sept12LF1548	9/1/12	Late Fee	10.00
Lot Mow #0229 Sep.12	9/4/12	Lot Mow	70.00
Lot Mow 0229 Sept.12	9/17/12	Lot Mow	70.00
OCT2012LF007	10/1/12	Late Fee	10.00
Lot Mow 0229 Oct 1	10/1/12	Lot Mow	70.00
Lot Mow 0229 Oct 25	10/25/12	Lot Mow	70.00

Customer Balances for Barefoot Bay Recreation District

Customer: 7000-0229.01 - Angel Cosme Daisy Cosme Sr.

Customer Balance: 11,435.53

Invoice			
Invoice Number	Date	Invoice Description	Balance Due
0229 lien fee 2012	11/2/12	LIEN-POSTAGE	50.32
DEC2012LF008	12/1/12	Late Fee	10.00
Jan 2013 LF009	1/1/13	Late Fee	10.00
LOt Mow #0229 1/13	1/10/13	Lot Mow	70.00
Feb2013LF591	2/1/13	Late Fee	10.00
lot Mow 0229 2/19	2/19/13	Lot Mow	70.00
Mar2013LF008	3/1/13	Late Fee	10.00
Latefeemar2021	4/2/13	Late Fee	10.00
Lot Mow #0229 4/13	4/22/13	Lot Mow	70.00
LateFeeApr2020	5/1/13	Late Fee	10.00
Lot Mow May13 #0229	5/20/13	Lot Mow	70.00
LateFeeMay2019	6/1/13	Late Fee	10.00
#0229 Lot Mow	6/18/13	Lot Mow	70.00
June2013LF009	7/1/13	Late Fee	10.00
Lot Mow #0229 7/2/13	7/2/13	Lot Mow	70.00
7/23/13	7/23/13	Lot Mow	70.00
Jul2013LF008	8/1/13	Late Fee	10.00
Aug Lot Mow #0229	8/19/13	Lot Mow	70.00
Aug2013 LF007	9/3/13	Late Fee	10.00
Lot Mow #0229 9/4/13	9/4/13	Lot Mow	70.00
Lot Mow 9/23/13 0229	9/20/13	Lot Mow	70.00
Sept13LF007	10/1/13	Late Fee	10.00
Lot Mow 10/13 #0229	10/8/13	Lot Mow	70.00
Oct2013 LF006	11/1/13	Late Fee	10.00
Nov2013 LF006	12/1/13	Late Fee	10.00
Lot Mow#0229	12/17/13	Lot Mow	70.00
FC-332	12/31/13	Late Fee	10.00
JAN2014LF006	1/1/14	Late Fee	10.00
lot Mow 1/21#0229	1/21/14	Lot Mow	70.00
Mow 3/10 #0229	3/10/14	Lot Mow	70.00
Lot Mow #0229 JH	4/24/14	Lot Mow	70.00
Lot Mow 0229 6/14	6/17/14	Lot Mow	70.00
Jun2014LF006	7/1/14	Late Fee	10.00
Lot Mow 5/14 #0229	7/1/14	Lot Mow	70.00
Lot Mow 0229 Jul2014	7/14/14	Lot Mow	70.00
Jul2014LF006	8/4/14	Late Fee	10.00
Lot-Mow #0229 Aug 14	8/4/14	Lot Mow	70.00
Lot Mow #0229	8/18/14	Lot Mow	70.00
AUG2014LF005	9/1/14	Late Fee	10.00
Lot Mow #0229 9/14	9/8/14	Lot Mow	70.00
Sept2014LF005	10/1/14	Late Fee	10.00
Sept Lot Mow #0229	10/1/14	Lot Mow	70.00

Customer Balances for Barefoot Bay Recreation District

Customer: 7000-0229.01 - Angel Cosme Daisy Cosme Sr.

Customer Balance: 11,435.53

Invoice			
Invoice Number	Date	Invoice Description	Balance Due
Oct Lot Mow #0229	10/20/14	Lot Mow	70.00
Oct2014LF005	11/1/14	Late Fee	10.00
Nov 2014 LF004	12/1/14	Late Fee	10.00
Dec Lot Mow #0229	12/12/14	Lot Mow	70.00
Dec 2014 LF004	1/1/15	Late Fee	10.00
Jan Lot Mow #0229	1/27/15	Lot Mow	70.00
Jan 2015 LF004	2/1/15	Late Fee	10.00
Feb 2015 LF003	3/2/15	Late Fee	10.00
Mar Lot Mow #0229	3/12/15	Lot Mow	70.00
Mar 2015 LF003	4/1/15	Late Fee	10.00
Apr Lot Mow #0229	4/8/15	Lot Mow	70.00
April2015 LF003	5/1/15	Late Fee	10.00
May Lot Mow #0229	5/14/15	Lot Mow	70.00
May2015 LF003	6/1/15	Late Fee	10.00
Jun Lot Mow #0229	6/12/15	Lot Mow	70.00
Jun2015 LF003	7/1/15	Late Fee	10.00
Jul Lot Mow #0229	7/13/15	Lot Mow	70.00
Jul2015 LotMow #0229	7/27/15	Lot Mow	70.00
Jul2015 LF003	8/1/15	Late Fee	10.00
Aug15 lot mow #0229	8/12/15	Lot Mow	70.00
Aug15 LM#0229	8/27/15	Lot Mow	70.00
Aug 2015 LF003	9/1/15	Late Fee	10.00
Sep Lot Mow #0229	9/23/15	Lot Mow	70.00
Sep2015 LF003	10/1/15	Late Fee	10.00
Oct Lot Mow#0229	10/7/15	Lot Mow	70.00
OCT2015 LF003	11/1/15	Late Fee	10.00
Nov2015 LF003	12/1/15	Late Fee	10.00
Dec Lot Mow 0229	12/9/15	Lot Mow	70.00
Dec2016 LF003	1/1/16	Late Fee	10.00
Jan2016 LF003	2/1/16	Late Fee	10.00
Feb Lot Mow #0229	2/4/16	Lot Mow	70.00
Feb2016 LF003	3/1/16	Late Fee	10.00
Mar Lot Mow#0229	3/24/16	Lot Mow	70.00
Mar2016 LF003	4/1/16	Late Fee	10.00
Apr Lot Mow 0229	4/25/16	Lot Mow	70.00
Apr2016 LF003	5/1/16	Late Fee	10.00
MayLot Mow #0229	5/26/16	Lot Mow	70.00
May 2016 LF003	6/1/16	Late Fee	10.00
Jun Lot Mow 0229	6/9/16	Lot Mow	70.00
Jun2016 Lot Mow 0229	6/23/16	Lot Mow	70.00
Jun 2016 LF003	7/1/16	Late Fee	10.00
Jul Lot Mow 0229	7/7/16	Lot Mow	70.00

Customer Balances for Barefoot Bay Recreation District

Customer: 7000-0229.01 - Angel Cosme Daisy Cosme Sr.

Customer Balance: 11,435.53

Invoice			
Invoice Number	Date	Invoice Description	Balance Due
Jul 21 Lot Mow #0229	7/21/16	Lot Mow	70.00
Jul2016 LF003	8/1/16	Late Fee	10.00
Aug 16 Lot Mow #0229	8/4/16	Lot Mow	70.00
Aug 2016 LM #0229	8/18/16	Lot Mow	70.00
Aug2016 LF003	9/1/16	Late Fee	10.00
Sept 16 Lot Mow#0229	9/22/16	Lot Mow	70.00
Sept2016 LF003	10/1/16	Late Fee	10.00
Oct 16 Lot Mow #0229	10/18/16	Lot Mow	70.00
OCT 2016 LF003	11/1/16	Late Fee	10.00
Nov 16 Lot Mow #0229	11/15/16	Lot Mow	70.00
NOV 2016 LF004	12/1/16	Late Fee	10.00
DEC 2016 LF003	1/1/17	Late Fee	10.00
Jan 17 Lot Mow #0229	1/18/17	Lot Mow	70.00
Jan2017 LF003	2/1/17	Late Fee	10.00
feb 17 Lot Mow #0229	2/14/17	Lot Mow	70.00
Feb2017 LF003	3/1/17	Late Fee	10.00
MAR17 LF 004	4/1/17	Late Fee	10.00
Apr 17 Lot Mow #0229	4/17/17	Lot Mow	70.00
APR17 LF003	5/1/17	Late Fee	10.00
MAY17 LF003	6/1/17	Late Fee	10.00
Jun 17 Lot Mow #0229	6/8/17	Lot Mow	70.00
Jun 17 Lot Mow *0229	6/19/17	Lot Mow	70.00
JUN17 LF003	7/1/17	Late Fee	10.00
Jul 17 Lot Mow #0229	7/6/17	Lot Mow	70.00
Jul 17 Lot Mow *0229	7/20/17	Lot Mow	70.00
JULY17 LF003	8/1/17	Late Fee	10.00
Aug 17 Lot Mow #0229	8/3/17	Lot Mow	70.00
Aug17 Lot Mow #0229	8/17/17	Lot Mow	70.00
Sep17 Lot Mow #0229	8/31/17	Lot Mow	70.00
AUG17 LF003	9/1/17	Late Fee	10.00
28Sep17 Lot Mow 0229	9/28/17	Lot Mow	70.00
SEP17 LF003	10/1/17	Late Fee	10.00
12Oct17 LM 0229	10/12/17	Lot Mow	70.00
LM 24Oct17 0229	10/24/17	Lot Mow	70.00
OCT17 LF003	11/2/17	Late Fee	10.00
LM 30Nov17 0229	11/30/17	Lot Mow	70.00
NOV17 LF003	12/1/17	Late Fee	10.00
DEC17 LF003	1/1/18	Late Fee	10.00
0229 LM Jan2018	1/25/18	Lot Mow	70.00
JAN2018 LF003	2/19/18	Late Fee	10.00
FEB2018 LF 668	3/1/18	Late Fee	10.00
0229 LM Mar2018	3/8/18	Lot Mow	70.00

Customer Balances for Barefoot Bay Recreation District

Customer: 7000-0229.01 - Angel Cosme Daisy Cosme Sr.

Customer Balance: 11,435.53

Invoice			
Invoice Number	Date	Invoice Description	Balance Due
MAR2018 LF 004	4/1/18	Late Fee	10.00
APR2018 LF 059	5/1/18	Late Fee	10.00
0229 LM May 2018	5/10/18	Lot Mow	70.00
Lot Mow#0229 5/29	5/29/18	Lot Mow	70.00
May18 LF LF004	6/1/18	Late Fee	10.00
Lot Mow#0229 6/14	6/14/18	Lot Mow	70.00
180629804Beech	6/29/18	Lot Mow	70.00
1806 Late Fee07	7/1/18	Late Fee	10.00
180713804 Beech Ct	7/13/18	Lot Mow	70.00
180727804 Beech Ct	7/27/18	Lot Mow	70.00
1807 LF 004	8/1/18	Late Fee	10.00
180810804 Beech Ct	8/10/18	Lot Mow	70.00
180824804 Beech Ct	8/23/18	Lot Mow	70.00
1808LF 004	9/1/18	Late Fee	10.00
180907804 Beech Ct	9/7/18	Lot Mow	70.00
180921804 Beech Ct	9/21/18	Lot Mow	70.00
1809 LF 004	10/1/18	Late Fee	10.00
181005804 Beech Ct	10/5/18	Lot Mow	70.00
1810 LF 004	11/1/18	Late Fee	10.00
1811 LF 004	12/1/18	Late Fee	10.00
1812 LF 04	1/1/19	Late Fee	10.00
181019 804 Beech Ct	1/15/19	Lot Mow	70.00
1901 LF 04	2/1/19	Late Fee	10.00
Lot Mow#0229 1902	2/21/19	Lot Mow	70.00
1902 LF 04	3/1/19	Late Fee	10.00
190328 804 Beech Ct	3/28/19	Lot Mow	70.00
LF1903 0229	4/1/19	Late Fee	10.00
LF1904 0229	5/1/19	Late Fee	10.00
190502 804 Beech Ct	5/2/19	Lot Mow	70.00
190523 804 Beech Ct	5/23/19	Lot Mow	70.00
LF1905 0229	6/1/19	Late Fee	10.00
190621 804 Beech Ct	6/21/19	Lot Mow	70.00
LF1906 0229	7/1/19	Late Fee	10.00
190712 804 Beech Ct	7/12/19	Lot Mow	70.00
190726 804 Beech Ct	7/26/19	Lot Mow	70.00
LF1907 0229	8/1/19	Late Fee	10.00
190809 804 Beech Ct	8/9/19	Lot Mow	70.00
190823 804 Beech Ct	8/23/19	Lot Mow	70.00
LF1908 0229	9/1/19	Late Fee	10.00
190913 804 Beech Ct	9/13/19	Lot Mow	70.00
190927 804 Beech Ct	9/27/19	Lot Mow	70.00
LF1909 0229	10/1/19	Late Fee	10.00

Customer Balances for Barefoot Bay Recreation District

Customer: 7000-0229.01 - Angel Cosme Daisy Cosme Sr.

Customer Balance: 11,435.53

Invoice		Invoice Description	Balance Due
Invoice Number	Date		
191011 804 Beech Ct	10/11/19	Lot Mow	70.00
191025 804 Beech Ct	10/25/19	Lot Mow	70.00
LF1910 0229	11/1/19	Late Fee	10.00
191108 804 Beech Ct	11/8/19	Lot Mow	70.00
191122 804 Beech Ct	11/22/19	Lot Mow	70.00
LF1911 0229	12/1/19	Late Fee	10.00
LF1912 0229	1/1/20	Late Fee	10.00
200116 804 Beech Ct	1/16/20	Lot Mow	70.00
LF2001 0229	2/1/20	Late Fee	10.00
200229 804 Beech Ct	2/29/20	Lot Mow	70.00
LF2002 0229	3/1/20	Late Fee	10.00
LF2003 0229	4/1/20	Late Fee	10.00
LF2004 0229	5/1/20	Late Fee	10.00
200501 804 Beech Ct	5/1/20	Lot Mow	70.00
LF2005 0229	6/1/20	Late Fee	10.00
200604 804 Beech Ct	6/4/20	Lot Mow	70.00
200619 804 Beech Ct	6/19/20	Lot Mow	70.00
LF2006 0229	7/1/20	Late Fee	10.00
200702 804 Beech Ct	7/2/20	Lot Mow	70.00
200724 804 Beech Ct	7/24/20	Lot Mow	70.00
LF2007 0229	8/1/20	Late Fee	10.00
200807 804 Beech Ct	8/7/20	Lot Mow	70.00
200821 804 Beech Ct	8/21/20	Lot Mow	70.00
LF200780229	9/1/20	Late Fee	10.00
200904 804 Beech Ct	9/4/20	Lot Mow	70.00
200918 804 Beech C	9/18/20	Lot Mow	70.00
LF2009 0229	10/1/20	Late Fee	10.00
201002 804 Beech C	10/2/20	Lot Mow	70.00
LF2011 0229	11/1/20	Late Fee	10.00
LF2010 0229	12/1/20	Late Fee	10.00
			<hr/>
			\$ 11,431.53

Customer Balances for Barefoot Bay Recreation District

Customer: 7000-1504.01 - Constructure Inc

Customer Balance: 7,540.32

Invoice Number	Invoice Date	Invoice Description	Balance Due
1st Lot Mow #1504	9/18/12	Lot Mowed Billing (Initial) #1504	\$ 140.00
lot Mow 1504 Oct 2	10/2/12	Lot Mowed Billing	70.00
lot Mow 1504 Oct 25	10/25/12	Lot Mowed Billing	70.00
1504 lien fee 2012	11/2/12	LIEN-POSTAGE	50.32
lot Mow 1504 2/20	2/20/13	Lot Mowed Billing	70.00
Lot Mow #1504 4/13	4/22/13	Lot Mowed Billing	70.00
#1504 Lot Mow	6/10/13	Lot Mowed Billing for June 2013	70.00
Lot Mow #1504 7/2/13	7/2/13	Lot Mowed Billing	70.00
7/23/13	7/23/13	Lot Mowed Billing	70.00
Aug Lot Mow #1504	8/19/13	Lot Mowed Billing	70.00
Lot Mow #1504 9/4/13	9/4/13	Lot Mowed Billing	70.00
Lot Mow 9/23/13 1504	9/20/13	Lot Mowed Billing	70.00
Lot Mow 10/13 #1504	10/8/13	Lot Mowed Billing	70.00
Lot Mow#1504	12/17/13	Lot Mowed Billing MO 12/17/13	70.00
Lot Mow 1/21#1504	1/21/14	Lots Mowed Jan.	70.00
Mow 3/10 #1504	3/10/14	Lots Mowed March	70.00
Lot Mow #1504 JH	4/24/14	Lot Mowed Billing #1504 4/24/2014 JH	70.00
Lot Mow 5/14 #1504	7/1/14	Lot Mowed Billing for May 20, 2014	70.00
Lot Mow 1504 6/14	6/17/14	Lot Mowed Billing	70.00
Lot Mow 1504 Jul2014	7/14/14	Lot Mowed Billing	70.00
Lot-Mow #1504 Aug 14	8/4/14	Lot Mowed Billing JF	70.00
Lot Mow #1504	8/18/14	Lot Mow Billing JF	70.00
Lot Mow #1504 9/14	9/8/14	Lot Mow Billing JF	70.00
Sept Lot Mow #1504	10/1/14	Lot Mow billing 9/29/14	70.00
Oct Lot Mow #1504	10/20/14	Lot Mow billing 10/20/14	70.00
Dec Lot Mow #1504	12/12/14	Lot Mow billing #1504	70.00
Jan Lot Mow #1504	1/27/15	Lot Mow billing #1504	70.00
Mar Lot Mow #1504	3/12/15	Lot Mow billing #1504	70.00
Apr Lot Mow #1504	4/8/15	Lot Mow billing #1504	70.00
May Lot Mow #1504	5/14/15	Lot Mow billing #1504	70.00
Jun Lot Mow #1504	6/12/15	Lot Mow billing #1504	70.00
Jul Lot Mow #1504	7/13/15	Lot Mow billing #1504	70.00
Jul2015 LotMow #1504	7/27/15	Lot Mow billing #1504	70.00
Aug15 lot mow #1504	8/12/15	Lot Mow billing #1504	70.00
Aug15 LM#1504	8/27/15	Lot Mow billing #1504	70.00
Sep Lot Mow #1504	9/23/15	Lot Mow billing #1504	70.00
Oct Lot Mow#1504	10/7/15	Lot Mow billing #1504	70.00
Dec Lot Mow 1504	12/9/15	Lot Mow billing #1504	70.00
Feb Lot Mow #1504	2/4/16	Lot Mow billing #1504	70.00
Mar Lot Mow#1504	3/24/16	Lot Mow billing	70.00
Apr Lot Mow 1504	4/25/16	Lot Mow billing	70.00
MayLot Mow #1504	5/26/16	Lot Mow billing #1504	70.00
Jun Lot Mow 1504	6/9/16	Lot Mow billing	70.00

Customer Balances for Barefoot Bay Recreation District

Customer: 7000-1504.01 - Constructure Inc

Customer Balance: 7,540.32

Invoice Number	Invoice Date	Invoice Description	Balance Due
1504	6/23/16	Lot Mow billing #1504	70.00
Jul Lot Mow 1504	7/7/16	Lot Mow billing #1504	70.00
Jul 21 Lot Mow #1504	7/21/16	Lot Mow billing #1504	70.00
Aug 16 Lot Mow #1504	8/4/16	Lot Mow billing Aug 2016	70.00
Aug 2016 LM #1504	8/18/16	Lot Mow billing Aug 2016	70.00
Sept 16 Lot Mow#1504	9/22/16	Lot Mow billing Sept 2016	70.00
Oct 16 Lot Mow #1504	10/18/16	Lot Mow billing Oct 2016	70.00
Nov 16 Lot Mow #1504	11/15/16	Lot Mow billing Nov 2016	70.00
Jan 17 Lot Mow #1504	1/18/17	Lot Mow billing Jan 2017	70.00
feb 17 Lot Mow #1504	2/14/17	Lot Mow billing Feb 2017	70.00
Apr 17 Lot Mow #1504	4/17/17	Lot Mow billing Apr 2017	70.00
Jun 17 Lot Mow #1504	6/8/17	Lot Mow billing JUN 2017	70.00
Jun 17 Lot Mow *1504	6/19/17	Lot Mow billing JUN 2017	70.00
Jul 17 Lot Mow #1504	7/6/17	Lot Mow billing JUL 2017	70.00
Jul 17 Lot Mow *1504	7/20/17	Lot Mow billing JUL 2017	70.00
Aug 17 Lot Mow #1504	8/3/17	Lot Mow billing AUG 2017	70.00
Aug17 Lot Mow #1504	8/17/17	Lot Mow billing AUG 2017	70.00
Sep17 Lot Mow #1504	8/31/17	Lot Mow billing SEP 2017	70.00
1504	9/28/17	Lot Mow billing SEP 28, 2017	70.00
12Oct17 LM 1504	10/12/17	Lot Mow billing Oct 12, 2017	70.00
LM 24Oct17 1504	10/24/17	Lot Mow 24Oct17 billing	70.00
LM 30Nov17 1504	11/30/17	Lot Mow 30Nov17 billing	70.00
1504 LM Jan2018	1/25/18	LM Billing VC2382-09-12	70.00
1504 LM Mar2018	3/8/18	LM Billing	70.00
1504 LM May 2018	5/10/18	Lot Mow billing 5/10/18	70.00
Lot Mow#1504 5/29	5/29/18	Lot Mow billing 5/29/18	70.00
180629923FrangiPani	6/29/18	Lot Mow	70.00
180713923 Frangi Pan	7/13/18	Lot Mow	70.00
Lot Mow#1504 6/14	6/14/18	Lot Mow billing 6/14/18	70.00
180727923 Frangi Pan	7/27/18	Lot Mow	70.00
180810923 Frangi Pan	8/10/18	Lot Mow	70.00
180824923 Frangi Pan	8/23/18	Lot Mow	70.00
180907923 Frangi Pan	9/7/18	Lot Mow	70.00
180921923 Frangi Pan	9/21/18	Lot Mow	70.00
181005923 Frangi Pan	10/5/18	Lot Mow	70.00
181019 923 Frangi Pa	1/15/19	Lot Mow	70.00
190328 923 Frangi Pa	3/28/19	Lot Mow	70.00
190502 923 Frangi Pa	5/2/19	Lot Mow	70.00
190523 923 Frangi Pa	5/23/19	Lot Mow	70.00
190621 923 Frangi Pa	6/21/19	Lot Mow	70.00
190712 923 Frangi Pa	7/12/19	Lot Mow	70.00
190726 923 Frangi Pa	7/26/19	Lot Mow	70.00
190809 923 Frangi Pa	8/9/19	Lot Mow	70.00

Customer Balances for Barefoot Bay Recreation District

Customer: 7000-1504.01 - Constructure Inc

Customer Balance: 7,540.32

Invoice Number	Invoice Date	Invoice Description	Balance Due
190823 923 Frangi Pa	8/23/19	Lot Mow	70.00
190913 923 Frangi Pa	9/13/19	Lot Mow	70.00
190927 923 Frangi Pa	9/27/19	Lot Mow	70.00
191011 923 Frangi Pa	10/11/19	Lot Mow	70.00
191025 923 Frangi Pa	10/25/19	Lot Mow	70.00
191108 923 Frangi Pa	11/8/19	Lot Mow	70.00
191122 923 Frangi Pa	11/22/19	Lot Mow	70.00
200116 923 Frangi Pa	1/16/20	Lot Mow	70.00
200229 923 Frangi Pa	2/29/20	Lot Mow	70.00
200501 923 Frangi Pa	5/1/20	Lot Mow	70.00
200604 923 Frangi Pa	6/4/20	Lot Mow	70.00
200619 923 Frangi Pa	6/19/20	Lot Mow	70.00
200702 923 Frangi Pa	7/2/20	Lot Mow	70.00
200724 923 Frangi Pa	7/24/20	Lot Mow	70.00
200807 923 Frangi Pa	8/7/20	Lot Mow	70.00
200821 923 Frangi Pa	8/21/20	Lot Mow	70.00
200904 923 Frangi Pa	9/4/20	Lot Mow	70.00
200918 923 Frangi	9/18/20	Lot Mow	70.00
201002 923 Frangi	10/2/20	Lot Mow	70.00
201016 923 Frangi	10/16/20	Lot Mow	70.00
201029 923 Frangi	10/29/20	Lot Mow	70.00
			<u>\$ 7,540.32</u>

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, January 26, 2021

Title: **Building A Renovations Project: Change Orders 5, 6, 7, & 8**

Section & Item: 9.D

Department: R&M/Capital Projects

Fiscal Impact: \$10,810.00

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

Attachments: signed change orders 5 through 8, Bldg A Renovations Change Order tracker 26Jan21, Policy Manual excerpt, Comm. Mgr. email to BOT 14Jan21

Reviewed by General

Counsel: No

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



Requested Action by BOT

Review and confirm the Community Manager's approval of change orders numbered 5 through-8 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 (upon the verbal approval of Chairman Maino as required by the BBRD Policy Manual) the following change orders on January 14, 2021:

- #5 Removal of unforeseen vent pipe (was abandoned in place year unknown) \$747.50
- #6 Removal of obsolete rooftop HVAC (abandoned in place circa 2007)\$977.50
- #7 Conversion of propane tank usage to connection of existing 1,000-gallon underground tank) (7 extra days) \$5,635.00
- #8 Removal of electrical outlet conflicting with new opening in a wall and installation of new electrical home run \$3,450.00

The revised total contract with Parkit is now estimated at \$435,035.44 (exact amount is in flux due to the on-going BBRD direct purchase of equipment and the subsequent deductions of said cost and avoided sales tax from the contract). Additionally, the revised contractual date of substantial completion is now March 20, 2021.

Sufficient funds are available in the R&M/Capital Contingency account to cover the costs.

Staff recommends the BOT confirm the Community Manager's approval of change orders numbered 5 through 8 at a total cost of \$10,810.00 and the addition of 7 days to the contract.

Job No./Name BBRD Building A Parkit Construction, Inc.		Date Through 14-Jan-21	
FCN No. 5		RFI or RFP No. RCO No.	
Description of Work: Remove Existing Unforeseen Cast Iron 3" Vent Pipe to Roof and Temporary Seal in Rear Kitchen by Mop Sink. Permanent sealing of roof by others. Parkit can coordinate with existing roofer, if requested by BBRD.			
Subcontractor		Qty	U/M
		Unit Cost	Total Amount
Remove Cast Iron Vent Pipe & Temp Seal (Craftsman PI)		1.00	LS \$ 650.00 \$ 650.00
Total Subcontractor			\$ 650.00
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			\$ 650.00
Overhead Markup (Discount from 10 to 5)		5.00%	\$ 32.50 \$ 32.50
Profit Markup		10.00%	\$ 65.00 \$ 65.00
Bond (Not needed due to ODP reductions)		3.00%	\$ - \$ -
Total Cost for Change			\$ 747.50
Time Requested		=	0 Days

Approved.
14 Jan 21
JL W. May

Job No./Name BBRD Building A Parkit Construction, Inc.		Date Through 14-Jan-21	
FCN No. 6		RFI or RFP No. RCO No.	
Description of Work: Additional HVAC Outside Unit Rooftop Removal with Crane. Additional work, if authorized, will be completed on Tuesday 19JAN21 starting @ 10:00 AM when crane is onsite to set base contract units			
Subcontractor		Qty	U/M
			Unit Cost
			Total Amount
Remove & Dispose of Ext Roof HVAC Unit (Keep N Cool)	1.00	LS	\$ 850.00
Total Subcontractor			\$ 850.00
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			\$ 850.00
Overhead Markup (Discount from 10 to 5)	5.00%	\$	42.50
Profit Markup	10.00%	\$	85.00
Bond (Not needed due to ODP reductions)	3.00%	\$	-
Total Cost for Change			\$ 977.50
Time Requested	=		0 Days

approved.
14 Jan 21
J. W. Uffey

Job No./Name BBRD Building A Parkit Construction, Inc.				Date Through 14-Jan-21	
FCN No. 7				RFI or RFP No. RCO No.	
Description of Work: Gas Line Extension to Front of Building by Generator. Concrete contractor to cut trench prx 80' long by 1' wide Plumber to install new gas line from rear of building to front by generator & concrete pour back by Tuffest Con					
Subcontractor		Qty	U/M	Unit Cost	Total Amount
Cut Concrete Trench 80' long & pour back (Tuffest Conc)		1.00	LS	\$ 3,100.00	\$ 3,100.00
Install New Propane Gas Line Extension (Craftsman Plum)		1.00	LA	\$ 1,800.00	\$ 1,800.00
Total Subcontractor				\$	4,900.00
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				\$	4,900.00
Overhead Markup (Discount from 10 to 5)		5.00%		\$ 245.00	\$ 245.00
Profit Markup		10.00%		\$ 490.00	\$ 490.00
Bond (Not needed due to ODP reductions)		3.00%		\$ -	\$ -
Total Cost for Change				\$	5,635.00
Time Requested			=	7 Days	

approved
14 JAN 21
SLW. Uffey

Job No./Name BBRD Building A Parkit Construction, Inc.		Date Through 14-Jan-21	
FCN No. 8		RFI or RFP No. RCO No.	
Description of Work: Remove Electrical Outlet Conflicting with new Masonry Opening between Auditorium and Storage Had to Install Complete New Electrical Home Run (Panel by Bar Area) across to Office / Mechanical for power			
Subcontractor		Qty	U/M
		Unit Cost	Total Amount
Remove Electric Outlet Conflict & Inst New H Run (Current)		1.00	LS \$ 3,000.00
Total Subcontractor			\$ 3,000.00
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			\$ 3,000.00
Overhead Markup (Discount from 10 to 5)		5.00%	\$ 150.00
Profit Markup		10.00%	\$ 300.00
Bond (Not needed due to ODP reductions)		3.00%	\$ -
Total Cost for Change			\$ 3,450.00
Time Requested		=	0 Days

approved.
14 Jan 21
[Signature]

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 (30 extra days)	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	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	422,500.44	BOT	14-Dec-20
17-Nov-20	4	Remove and replace storage area floor to facilitate plumbing changes	1,725.00	424,225.44	Comm. Mgr.	17-Nov-20
14-Jan-21	5	Removal of unforeseen vent pipe (was abandoned in place year unknown)	747.50	424,972.94	Comm. Mgr.	1/14/2021 (confirmed by BOT on 26Jan21)
14-Jan-21	6	Removal of obsolete rooftop HVAC (abandoned in place circa 2007)	977.50	425,950.44	Comm. Mgr.	1/14/2021 (confirmed by BOT on 26Jan21)
14-Jan-21	7	Conversion of propane tank usage to connection of existing 1,000 gallon underground tank) (7 extra days)	5,635.00	431,585.44	Comm. Mgr.	1/14/2021 (confirmed by BOT on 26Jan21)
14-Jan-21	8	Removal of electrical outlet conflicting with new opening in a wall and installation of new electrical home run	3,450.00	435,035.44	Comm. Mgr.	1/14/2021 (confirmed by BOT on 26Jan21)
Total			62,592.99			

The Community Manager is hereby authorized to approve and initiate work on the following types of change orders determined in his or her judgment to be in the best interest of the public and which do not materially alter the scope of the work contemplated by the initial contract.

1. All change orders resulting in a cumulative net decrease to the initial cost of the contract to Barefoot Bay Recreation District.
2. All change orders increasing the initial contract cost by under 10%, provided sufficient documentation is provided.
3. Any change order over 10% costs upon the verbal approval of the Chairman of the Board or next ranking Board member) if the delay in taking the proposed change order to the next available Board meeting would substantially delay the project. The Community Manager shall place the change order on the next available Board meeting agenda for confirmation by the Board in a public meeting.³⁴
4. All change orders or amendments involving procedural or other matters that will not result in any change to the contract's cost.

The Board of Trustees must formally approve all other change orders before work may be authorized to begin.

Purchase of Computer, Related Equipment and Supplies

Purchase of any IT related product or service will be coordinated through the IT services contract manager for vendor analysis and approval.³⁵

Receiving and Approving Goods and Services

It is the responsibility of each department to inspect all goods or services to determine their conformance with the specifications set forth in the purchase agreement.

If goods or services are not acceptable, the department manager take appropriate action and if necessary, notify the Community Manager.

Services Performed on BBRD Property

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

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

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

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

Comprehensive or Commercial General Liability Insurance (Including, but not limited to, the following Supplementary Coverages: (i) Contractual Liability to cover liability assumed under this Agreement; (ii) Product and Completed Operations Liability Insurance; (iii) Broad Form

John Coffey

From: John Coffey <jcoffey@bbrd.org> on behalf of John Coffey
Sent: Thursday, January 14, 2021 3:56 PM
Cc: Matt Goetz; Rich Armington
Subject: Building A Renovations Project update
Attachments: Bldg A Renovations Change Order tracker 26Jan21.xlsx; signed change orders 5 through 8.pdf

Trustees,

Attached are two files: one a scanned copy of four change orders I signed today for the Building A project totaling \$10,810.00 and adding an extra 7 days to the project. Page 15 of the *Policy Manual* has the following language (pertinent part underlined):

The Community Manager is hereby authorized to approve and initiate work on the following types of change orders determined in his or her judgment to be in the best interest of the public and which do not materially alter the scope of the work contemplated by the initial contract.

- 1. All change orders resulting in a cumulative net decrease to the initial cost of the contract to Barefoot Bay Recreation District.*
- 2. All change orders increasing the initial contract cost by under 10%, provided sufficient documentation is provided.*
- 3. Any change order over 10% costs upon the verbal approval of the Chairman of the Board or next ranking Board member) if the delay in taking the proposed change order to the next available Board meeting would substantially delay the project. The Community Manager shall place the change order on the next available Board meeting agenda for confirmation by the Board in a public meeting.*
- 4. All change orders or amendments involving procedural or other matters that will not result in any change to the contract's cost.*

Hence, today with the verbal approval of Chairman Maino I signed the attached change orders. I will place these on the January 26th BOT meeting agenda for your confirmation. Please contact me if you have questions or need clarification.

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.

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, January 26, 2021
Title: **Building A Kitchen Equipment Purchases**
Section & Item: 9.E
Department: R&M/Capital Projects
Fiscal Impact: \$44,248.26
Contact: Kathy Mendes, Food & Beverage Manager, John W. Coffey
ICMA-CM, Community Manager
Attachments: Complete Restaurant bid, alternate bids
Reviewed by
General Counsel: No
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Approve the purchase of remaining equipment for the Building A Kitchen Renovation Project (per the equipment schedule)

Background and Summary Information

As a part of the Building A Renovations project, the vendor (Parkit Construction) purchased the equipment to be installed by their plumbing and electrical sub-contractors through Complete Restaurant. Barefoot Bay, as part of the contract, directly purchased all roll and plug-in equipment to save the cost of sales tax (if purchased by Parkit).

Complete Restaurant's bid for roll and plug-in equipment is approximately \$3,000 more than purchasing through a variety of restaurant suppliers. However, as Parkit's sub-contractor for the project, Complete Restaurant's bid for the equipment includes delivery, installation, and removal of all packing material for these additional equipment purchases.

Bids/quotes for equipment purchased from other vendors piecemeal do not include installation and are only "drop at the curb" and includes a charge for lift gates (needed to remove heavy equipment from the truck to the curb). Additionally, there is also the risk of damage from curb to installation and in storing the equipment if delivery precedes completion of the project. Hence, staff believes BBRD is best served by purchasing all the roll and plug-in equipment from one vendor who can install the equipment.

Staff recommends the BOT approve the attached bid from Complete Restaurant for roll and plug-in kitchen equipment in the amount of \$44,248.26.



Complete Restaurant Equipment & Supplies

Custom Food Service Solutions Since 1981



Quote

01/15/2021

To:

Barefoot Bay Recreation District
Kathy Mendes
625 Barefoot Blvd.
Barefoot Bay, FL 32976
772-664-7020
772-664-4801 (Contact)
772-571-7121 (Cell)
772-664-8842 (Fax)
kathymendes@bbrd.org
Project Code: CL17515

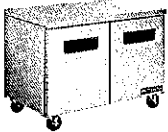
Project:

Barefoot Bay Recreation District - 1
625 Barefoot Blvd.
Barefoot Bay, FL 32976
772-664-8842 (Fax)

From:

Complete Restaurant Equipment
Cristina Luna
3929 Us Hwy 1
Vero Beach, FL 32960
(772)569-5097
772-569-5097 (Contact)
(772) 569-5386 (Fax)
Url: www.completerestaurant.com
cl@completerestaurant.com




Please remember we can provide you with competitive pricing on any manufacturer's items, not just the ones quoted below. Thank you for the opportunity to quote this project!!

Item	Qty	Description	Sell	Sell Total
10	1 ea	REACH-IN UNDERCOUNTER FREEZER	\$2,034.82	\$2,034.82
 <p>Undercounter Freezer, -0° F, two-section, 48-3/8"W, 13.0 cu. ft. capacity, (2) self-closing swing doors, recessed door handles, (4) shelves, self-contained refrigeration, stainless steel interior & exterior, 6" swivel casters with brakes, 115v/60/1-ph, 6.0 amps, 1/3 HP, cord with NEMA 5-15P, cUL, UL, UL EPH Classified Dimensions 35.88(h) x 48.38(w) x 30(d)</p> <p>1 ea 3 Years parts & labor, 5 year compressor warranty (in USA only), standard</p> <p>Class 150 Weight: 227 lbs total</p>				
			ITEM TOTAL:	\$2,034.82
15	1 ea	CHEF BASE	\$6,441.59	\$6,441.59



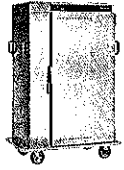
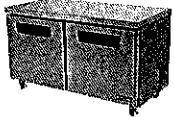


Refrigerated Chef Base, 72-3/8"W base, one-piece 300 series 18 gauge stainless steel top with V edge, (4) drawers (accommodates (2) 12" x 20" x 4" pans, NOT included), stainless steel front/sides, aluminum back, aluminum interior with stainless steel floor, 4" castors, 1/3 HP, 115v/60/1-ph, 9.9 amps, NEMA 5-15P, cULus, UL EPH Classified, CE, Made in USA
Dimensions 20.38(h) x 72.38(w) x 32.13(d)

- 1 ea Self-contained refrigeration standard
- 1 ea Warranty - 5 year compressor (self-contained only), please visit www.Truemfg.com for specifics
- 1 ea Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics
- 1 ea 4" Castors, standard

Item	Qty	Description	Sell	Sell Total
Free Shipping to Complete Restaurant!				
Class 150		Weight: 485 lbs total		
			ITEM TOTAL:	\$6,441.59
21	1 ea	MICROWAVE OVEN	\$1,092.00	\$1,092.00
		PRO1 Commercial Microwave Oven, heavy volume, 1700 Watts, 0.6 cu. ft. capacity, compact, (15) power levels, 5-stage cooking, 30 program memory capacity, self-diagnostics, oven cycle counter, LCD digital display with countdown, see-thru left hinged door, programmable lock, stackable, LED interior light, cULus, NSF Dimensions 13.17(h) x 16.63(w) x 20(d)		
1 ea		1 year parts & labor warranty and 3 year magnetron warranty (labor for magnetron replacement is not covered in years 2 and 3)		
1 ea		208v/60/1-ph, 13.6 amps, NEMA 6-15P		
Class UPS		Weight: 68.5 lbs total	Freight: \$66.25	\$66.25
			ITEM TOTAL:	\$1,158.25
24	1 ea	ROLL-IN REFRIGERATOR	\$6,987.71	\$6,987.71
		Refrigerator, roll-in, two-section, (2) glass doors with locks, cam-lift hinges, digital temperature control, incandescent interior lighting, stainless steel ramps, stainless steel front, aluminum sides, aluminum interior, 1/2 HP, 115v/60/1-ph, 11.8 amps, NEMA 5-15P, (accommodates 27"W x 29"D x 66"H carts, NOT included), cULus, UL EPH Classified, Made in USA Dimensions 83.75(h) x 68(w) x 34.75(d)		
1 ea		Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics		
1 ea		Warranty - 5 year compressor (self-contained only), please visit www.Truemfg.com for specifics		
1 ea		Left door hinged left, right door hinged right standard		
Free Shipping to Complete Restaurant!				
Class 150		Weight: 680 lbs total		
			ITEM TOTAL:	\$6,987.71
25	1 ea	CABINET, COOK / HOLD / OVEN	\$8,434.62	\$8,434.62
		Halo Heat® Slo Cook & Hold Oven, electric, low-temperature, two compartments, 120 lb. capacity each - (4) full-size pans per cavity, simple controller with timer, heavy-duty stainless steel, 5" casters; 2 rigid, 2 swivel with brakes, EcoSmart®, cULus, NSF, CE, IPX3, TUV NORD Dimensions 75.63(h) x 23.94(w) x 31.63(d)		
1 ea		NOTE: Subject to Manufacturer's Terms & Conditions. See Documents Section		
1 ea		12 month extended warranty to begin at the end of std. warranty & continue for 12 additional months (net)	\$250.80	<Alternate>
1 ea		208-240v/60/1-ph, 22.2-28.9 amps, 5.3-6.0 kW (no cord or plug)		
2 ea		Solid Door, hinged on right, standard		
Note: We will not bid on cord & plug option since we do not know the receptacle currently in place. This unit should be hard wired in with a				



Initial: _____

Item	Qty	Description	Sell	Sell Total
disconnect and this service should be done by your electrician.				
Class 175		Weight: 435 lbs total	Freight: \$465.00	\$465.00
			ITEM TOTAL:	\$8,899.62
26	2 ea	RACK DOLLY	\$166.86	\$333.72
		 Camdolly®, 22-1/2"L x 22-1/2"W x 8-1/4"H (exterior dimensions), without handle, polyethylene construction, (4) 3" heavy duty swivel casters, load capacity 300 lbs., black, NSF Dimensions 8.25(h) x 22.5(w) x 22.5(d)		
Class 125		Weight: 33.7 lbs total		
			ITEM TOTAL:	\$333.72
27	2 ea	WORK TABLE, STAINLESS STEEL TOP	\$973.15	\$1,946.30
		 Work Table, 96"W x 30"D x 34-3/4"H overall size, 14/304 stainless steel flat top, reinforced with (2) 5" C channels, open base with stainless steel side & rear bracing, (6) 1-5/8" dia. stainless steel legs, adjustable stainless steel feet, NSF, KD Dimensions 34.75(h) x 96(w) x 30(d)		
	2 ea	Single Overshelf, table mount, 96"W x 12"D x 18"H, 18/304 stainless steel, self tapping screws, shipped KD, NSF	\$231.57	\$463.14
		Double Overshelf Option Available		
Class 70		Weight: 368 lbs total	Freight: \$240.00	\$480.00
			ITEM TOTAL:	\$2,889.44
28	1 ea	HEATED BANQUET CART	\$6,211.80	\$6,211.80
		 Halo Heat® Banquet Cart, 128 plate capacity, ON/OFF power switch, up and down arrow buttons, heat indicator light, temperature display button, digital display, electronic controller, solid doors, stainless steel construction, (4) 6" heavy-duty casters; 2 rigid, 2 swivel with brake, EcoSmart®, cULus, UL EPH Classified ANSI/NSF 4, CE, IPX4, TUV NORD, EAC Dimensions 67.63(h) x 45.88(w) x 30.81(d)		
	1 ea	120v/60/1-ph, 17.5 amps, 2.1kW, 5 ft. cord, NEMA 5-20P		
	1 ea	Door hinging: right-hand swing, standard		
Class 85		Weight: 485 lbs total	Freight: \$328.86	\$328.86
			ITEM TOTAL:	\$6,540.66
29	1 ea	UNDERCOUNTER REFRIGERATOR	\$2,175.36	\$2,175.36
		 Undercounter Refrigerator, two-section, 60-3/8"W, 16.5 cu. ft. capacity, (2) self-closing swing doors, recessed door handles, (2) shelves, temperature range 32° F to 40° F, self-contained refrigeration, stainless steel interior & exterior, 6" swivel casters with brakes, 115v/60/1-ph, 5.5 amps, 1/3 HP, cord with NEMA 5-15P, cUL, UL, UL EPH Classified Dimensions 35.88(h) x 60.38(w) x 30(d)		
	1 ea	3 Years parts & labor, 5 year compressor warranty (in USA only), standard		
Class 150		Weight: 268 lbs total		

Initial: _____

Complete Restaurant Equipment

01/15/2021

Item	Qty	Description	Sell	Sell Total
ITEM TOTAL:				\$2,175.36
30	2 ea	DISH CART / DOLLY	\$596.05	\$1,192.10
 <p>Dish Caddy, 36-1/2"L x 28-1/2"W x 32-1/2"H, rounded corner design, (6) adjustable divider posts, holds (45-60) plates with 4-1/2" to 13" dia. per column, sure grip handle, with vinyl cover, (2) 5" braked casters, (2) 10" casters, polyethylene, dark brown (Qty Break = 1 each) Dimensions 32.5(h) x 36.5(w) x 28.5(d) Free Shipping to Complete Restaurant! Weight: 162 lbs total</p>				
ITEM TOTAL:				\$1,192.10
31	1 ea	HEATED HOLDING CABINET	\$5,066.88	\$5,066.88
 <p>Halo Heat® Low Temperature Holding Cabinet, double compartment, on/off simple controller with adjustable thermostats, indicator light, (2) sets of chrome plated universal side rails, (4) sets of pan slides, (16) 20" x 12" x 2-1/2" full size pan capacity, heavy stainless steel exterior, 5" casters; 2 rigid, 2 swivel with brakes, EcoSmart®, cULus, UL EPH Classified, CE, IPX4, TUV NORD, EAC Dimensions 75.81(h) x 26.44(w) x 32.19(d) 1 ea 120v/50/60/1-ph, 1.9 kW, 16.0 amps, NEMA 5-20P, standard 2 ea Solid door, hinged on right, standard Class 175 Weight: 393 lbs total</p>				
			Freight:	\$528.11
ITEM TOTAL:				\$5,594.99
32	1 ea	INSTALLATION KIT		
<p>Installation of the above quoted equipment shall be included at no additional charge if this order is to be installed in conjunction with the items from quote #JK16731 for the Recreation Bldg A project.</p> <p>If items from the above quote are ordered and set to be installed at a later date than the installation of the Exhibit A food service equipment items from quote #JK16731 than additional installation or travel charges may apply.</p> <p>For any questions related to installation please contact a project manager in our office at 1(772)569-5097.</p>				
33	1 ea	TAX		
Please Note: Florida Sales Tax has not been added to your quote, a copy of your sales tax exemption is on file.				
Merchandise				\$44,248.26
Total				\$44,248.26

**The above quote does not include freight. Freight will be billed at time of delivery unless noted.

**Payment Terms: TBD

**Equipment stored for longer than 30 days is subject to storage fees at \$500.00 per month.

**All returns are subject to a restocking fee.

**In accordance with 30 days terms, a charge of 1½% per month will be charged on all past due balances

Initial: _____

Complete Restaurant Equipment

01/15/2021

unless otherwise specified.

**Buyer grants the seller the right to remove said goods in the event of non-payment.

**Buyer agrees to pay all attorney fees, costs of removal and/or repairs in the event of non-payment.

**ALL PLUMBING, ELECTRICAL, MECHANICAL, INTER-CONNECTIONS, HOOK-UPS AND WORK OUTSIDE OUR TRADE WILL BE PROVIDED BY OTHERS UNLESS OTHERWISE SPECIFIED HEREIN.

**Terms: To Be Determined

**All drop shipments are to be paid in full at time of purchase.

**Quote subject to price change with out notice due to factors such as, manufacture price increase, increase in fuel cost, or any and all other price increase related occurrences.

** Manufactures Warranty Applies to all Items Quoted. No Warranty by Complete Restaurant Equipment.

**Note: Representative image shown, actual product may vary

**The buyer, referenced on the top of this signed quote, assumes title and control of the goods in this quote the moment the goods are delivered to the buyers location or jobsite.

A signature on the customer acceptance line constitutes placement of the order and agreement of the above said terms and conditions.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$44,248.26

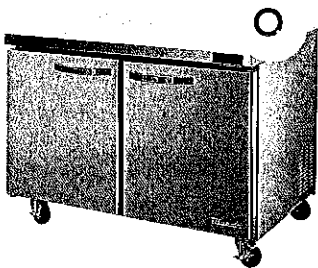
Statement on Corona Virus/COVID-19



579 Pittsburgh Rd
Butler, PA 16002
724-481-1240
office@fugh.org

~~Item #10~~
Item #10
2,250

Home / New / Blue Air BLUF48-HC 48" Undercounter Stainless Steel Freezer



**Blue Air
BLUF48-HC
48"
Undercounter
Stainless
Steel
Freezer**

Fugh - for all of your refrigeration needs

We service all segments of the HVAC/R Industry in the greater Pittsburgh area. This includes all varieties of chain and full service restaurants, company cafeterias, hotel/motel industry, convenience stores, banks and residential customers.

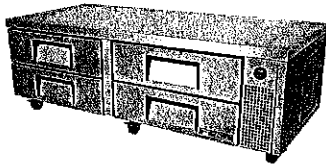
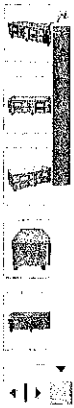
~~\$2,165.00~~

\$2,250.00

w/ lift
Sate

- Stainless steel interior and exterior
- Back mount compressor

Commercial Refrigeration Equipment & Service in Pittsburgh & Cranberry Township, PA



True TRCB-72 72" Chef Base w/ (4) Drawers - 115v

6,289.80



Item 15

#2

Image may not depict product color, inclusions or accessories.

True Refrigeration TRCB-72 Description

To speed up food prep, the True TRCB-72 refrigerated chef base stores equipment and ingredients in a small footprint. Designed with a one-piece top, this unit can support 1,084 pounds of equipment, and a marine edge keeps spills off the floor, preventing slips and falls. Its exterior construction is primarily stainless steel with an aluminum back, so it can withstand heavy-duty commercial use. When cleaning counters, the unit can be wheeled out of the way.

For cold storage, this True TRCB-72 chef base has four drawers that each hold two full-size food pans, which must be purchased separately. The interior is fitted with a clear-coated aluminum liner for corrosion resistance, while its stainless steel floor has rounded corners to facilitate cleaning. Food stored in the base is kept at a set temperature between 33 and 38 degrees Fahrenheit, which are maintained by R134A refrigerant flowing through capillary tubes and can be monitored on an external display. To ensure consistent cooling, fans with large blades blow air around the drawers, and because the refrigeration system's condenser is located behind the side grill, it conveniently slides out for maintenance.

Product Details

- Sturdy stainless steel top with a 1,084-lb. capacity
- Marine edge design catches spills
- 4 drawers have recessed handles that do not stick out
- Each drawer accommodates (2) 12-in. L x 20-in. W x 4-in. D, full-size food pans (**sold separately**)
- Temperature holding range: 33-38 degrees F
- Forced-air refrigeration provides consistent cooling
- Self-contained system works with capillary tubes and R134A refrigerant flow
- Condenser slides out from the side for convenient access
- Temperature shows up on the external display
- Stainless steel exterior construction is complemented by a matching aluminum back
- Interior is constructed with a clear-coated aluminum and stainless steel floor
- Coved interior reduces debris buildup in corners
- Castors provide movement
- NSF/ANSI Standard 7 compliant for open food product
- CE approved; cULus and UL-EPH listed
- Made with innovation in the U.S.

Dimensions & Utilities

- 72⁵/₁₆ in. W x 33¹/₁₆ in. D x 25³/₈ in. H
- 9.9 A, 1/3 HP
- 115 V/60 Hz/1 ph, 7-ft. cord with a NEMA 5-15P plug

To get a closer look at chef bases, read the [chef base resource guide](#).

Refrigerated Chef Base, 72-3/8"L base, one-piece 300 series 18 gauge stainless steel top with V edge, stainless steel front/sides, aluminum back, aluminum interior with stainless steel floor, (4) drawers [accommodates (2) 12"x20"x4" pans, NOT included], 4" castors, 1/3 HP, 115v/60/1, 9.9 amps, 7' cord, NEMA 5-15P, cULus, UL EPH Classified, CE, MADE IN USA

True.



844-786-8477

Microwave

Search



Retail Price \$1,000.00

~~Original Price: \$2,226.00~~

Your Savings: \$1,226.00 (55%)

Qty

1

+

-

Add to Cart

FREE SHIPPING

DESCRIPTION



Panasonic NE-12523 PRO1 Commercial Microwave Oven, 1200 Watts, 0.6 cu. ft. capacity, compact, (15) power levels, 5-stage cooking, 60 program memory capacity, self-diagnostics, oven cycle counter, LCD digital display with countdown, see-thru left hinged door, programmable lock, stackable, LED interior light, 120v/60/1-ph, 17.3 amps, NEMA 5-20P, UL, ETL, NSF

Spec Sheet

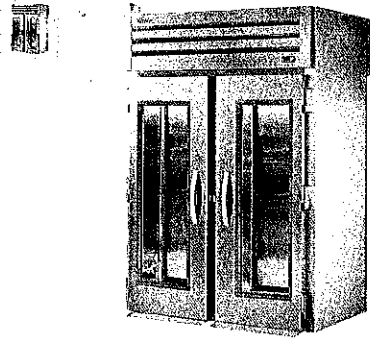
Certifications



- Product Details
- Product Features
- Warranty Info

Product Details

Panasonic NE-12523 PRO1 Commercial Microwave Oven, 1200 Watts, 0.6 cu. ft. capacity, compact, (15) power levels, 5-stage cooking, 60 program memory capacity, self-diagnostics, oven cycle counter, LCD digital display with countdown, see-thru left hinged door, programmable lock, stackable, LED interior light, 120v/60/1-ph, 17.3 amps, NEMA 5-20P, UL, ETL, NSF



True STG2RRI-2G 68" Two Section Roll In Refrigerator, (2) Left/Right Hinge Glass Doors, 115v

Item #24

\$6,823.05

Image may not depict product color, inclusions or accessories.

True Refrigeration STG2RRI-2G Description

The True STG2RRI-2G two-section roll-in refrigerator accommodates two 27-inch-wide by 29-inch-deep by 66-inch-tall racks. They can be rolled in on stainless steel ramps, and interior bumpers protect the cabinet from dents and scratches. Lights shine in the unit to increase visibility, so users can see the stored items through the double-pane glass doors. Locks on the doors protect the stored product, and the handles are made completely of metal. Foamed-in-place polyurethane insulation keeps cold air inside the refrigerator.

This True STG2RRI-2G two-section roll-in refrigerator runs on R134A refrigerant, which keeps the temperature at a set level between 33 and 38 degrees Fahrenheit. Users can keep track of this level on the exterior display that can be set to provide a reading in Fahrenheit or Celsius. Since the refrigeration system is top mounted, it operates away from dirt on the floor, though this placement means it is hard for operators to access the components for servicing.

Product Details

- Can hold (2) 27 in. W x 29 in. D x 66 in. H racks
- Stainless steel ramps for rolling racks into the cabinet
- Interior bumpers protect the walls from damage from racks
- Incandescent lighting enhances interior visibility
- Double-pane, thermal-insulated glass doors self-close when left open
- Doors stay open past 120 degrees when employees are stocking product
- Bolt-style door locks keep product secure
- Strong, metal door handles
- 1-piece, magnetic door gasket is removable without tools
- Interior has aluminum sides and rear wall that resist corrosion
- Stainless steel floor and ceiling on the interior facilitate cleaning
- Exterior front is stainless steel with matching aluminum sides
- Foamed-in-place polyurethane insulation contains air
- Part of the Spec Series®

Refrigeration System

- Temperature holding range: 33-38 degrees F
- Exterior temperature display can show the reading in Fahrenheit or Celsius
- Fan motors operate efficiently, reduce heat production, and save energy
- Uses R134A refrigerant
- Top mounted to provide separation from dirt and debris on the floor
- Evaporator's corrosion-resistant epoxy coating is durable

Dimensions & Utilities

- 68 in. W x 39 in. D x 84³/₄ in. H
- 11.8 A, 1¹/₂ HP
- 115 V/60 Hz/1 ph, 9-ft. cord with a NEMA 5-15P plug

This [guide on two-section refrigerators](#) breaks down the features of these units.

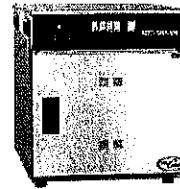
Search

< Cook and Hold Ovens / Cabinets

Alto-Shaam 1000-TH-I Full Height Cook and Hold Oven with Simple Controls - 208-240V, 5300-6000W

★★★★★ Item #: 1311000HIM MFR #: 1000-TH-I 208/240

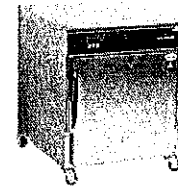
From #25
 8,900.80
 add cord & plug
 1
 \$144 cord


 Alto-Shaam
300-TH/III

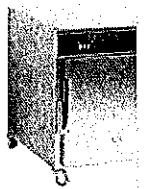
 plus
★★★★★

 Alto-Shaam
500-TH-II

 plus
★★★★★

 Alto-Shaam
500-TH-II


plus

 Alto-Shaam
750-TH-II


plus

 Alto-Shaam
750-TH-II

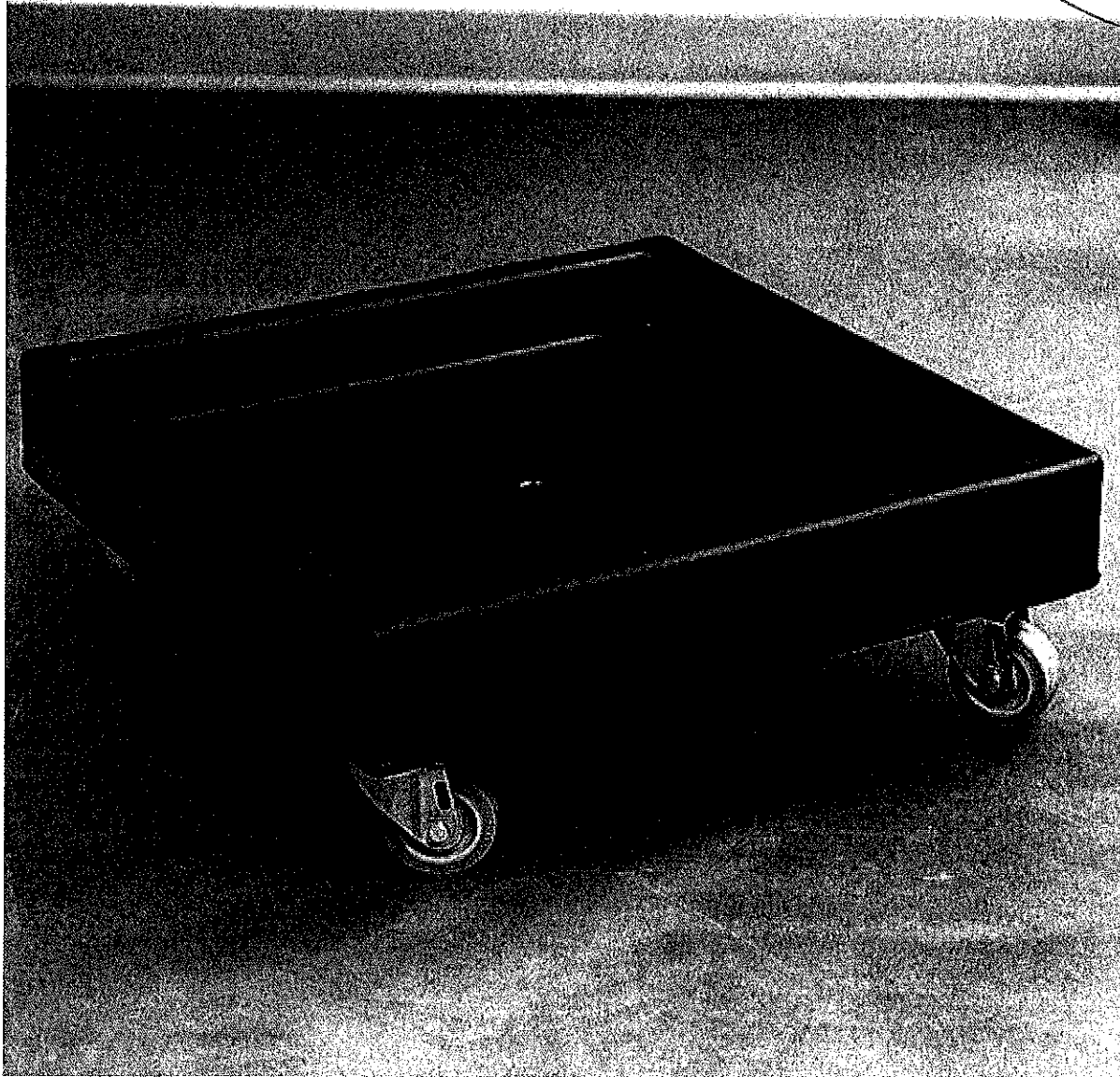



Search

< Black Dish Carts and Glass Rack Dollies

Cambro CD2020110 Black Camdolly Dish Rack / Glass Rack Dolly - No Handle

Item #: 214CD2020BK MFR #: CD2020110



Quantity Discounts

Buy 2 or more...

\$146.84/Each

Ships free with

293.68



Search Keyword or SKU



[Restaurant Supply](#) / [Kitchen Equipment](#) / [Work Tables & Stands](#) / [Work Tables](#) / [All Stainless Steel Work Tables](#) / [30" Depth](#) / [96 x 30](#)
/ [BK Resources QVTOB-9630](#)

BK Resources QVTOB-9630 96"W x 30"D 14 Gauge Stainless Steel Open Base Work Table

Includes stainless steel side & rear bracing

BK RESOURCES Model: QVTOB-9630 | SKU 191741



SALE PRICE

\$958.30 / each

Condition: New | Availability: In Stock

Pickup Not Available

Similar Models Available:

[New QVTOB-4830 for \\$577.40](#)
[New QVTOB-6030 for \\$626.22](#)
[New QVTOB-7230 for \\$712.40](#)
[New CVTOB-9630 for \\$667.00](#)
[New SVTOB-9630 for \\$454.05](#)

Quantity:

1

Add to Cart



Calculate Estimated Cost

Enter ZipCode

Go

Only for customers within the 48 contiguous states..


Spec
Sheet

[Specs](#)
[Customer Reviews](#)
[Similar Models](#)

BK Resources QVTOB-9630 Specifications

Low Price Guarantee On All BK Resources Products!

Features:

Work Table

96"W x 30"D

14 gauge

T-304 stainless steel reinforced with channels

open base with Includes stainless steel side & rear bracing

1-5/8" dia. stainless steel legs

stainless steel over adjustable plastic bullet feet

NSF

Attention CA Residents

Manufacturer Information

Brand

BK Resources

Model

QVTOB-9630

Item Dimensions

Weight

151.00 lbs.

Width

96.00 in.

Depth

30.00 in.

Height

35.00 in.

Shipping Locations

Your order will be shipped from
Altamont, IL 62411

Customer Pick Up

(Not Available for pickup)



NSF Listed

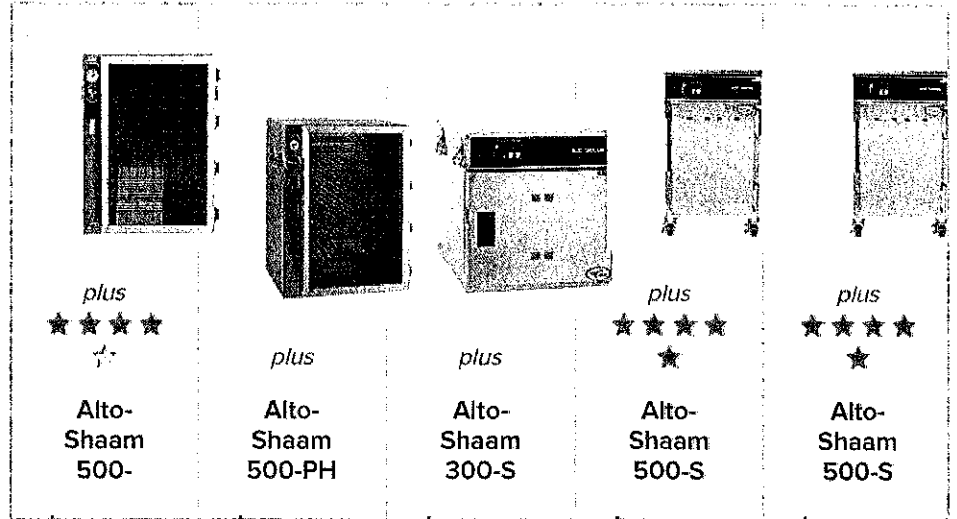
< 208/240 Holding Cabinets

Alto-Shaam 1200-UP Mobile 16 Pan Dutch Door Holding Cabinet with Universal Racks - 208/240V

Item #: 1311200UPM MFR #: 1200-UP 208/240V

2 4,825.60

Item # 31



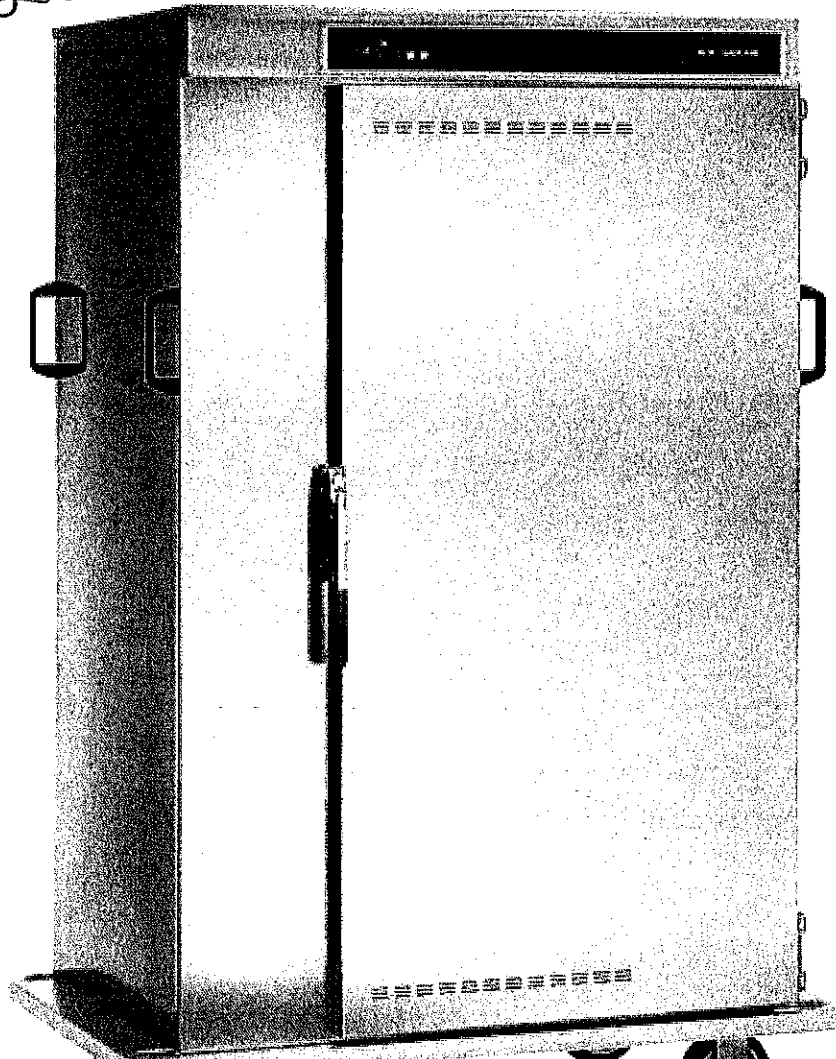
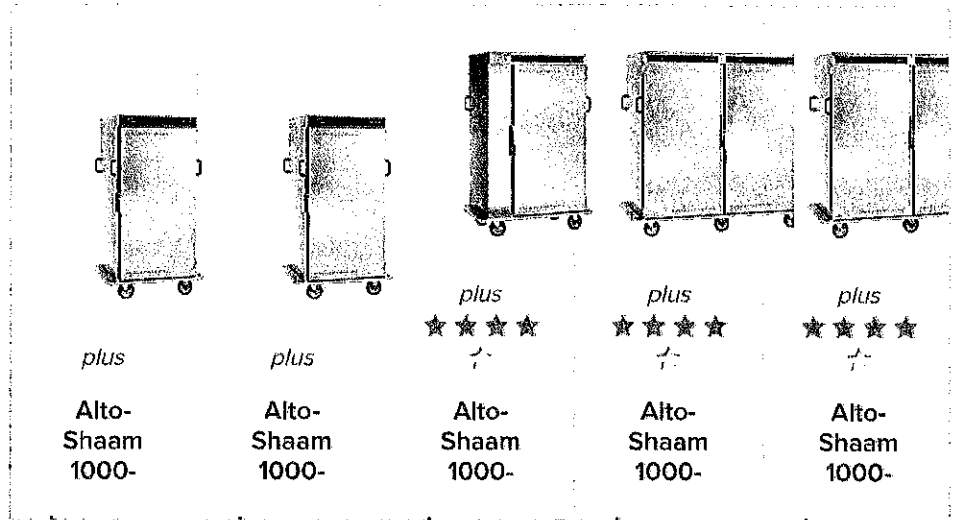
[120 Banquet Carts and Heated Banquet Cabinets](#)

Alto-Shaam 1000-BQ2/128 128 Plate Heated Banquet Cabinet - 120V

★★★★★ Item #: 131100B2128A MFR #: 1000-BQ2/128 120/1



5,916
Item 28





ITEM #29
undercounter frig



1/4

Blue Air BLUR60 60.38" 2 Section Undercounter Refrigerator with 2 Left/Right Hinged Solid Doors and Side / Rear Breathing Compressor SKU#: BLUR60

\$2,202.55

Free Freight

Add to cart

You will earn 2,110 Reward Points.

Feel free to contact us for our current price

INSTANT PRICE MATCH ?
GUARANTEE

FINANCE \$175.76/mo. ?
FOR

Request a Quote

2020 model, meets the newest EPA and DOE codes.


Warranty

3 Years parts & labor, 5 year compressor warranty (in USA only), standard

Description

Looking for a way to keep refrigerated goods close by in a small prep station or

4.8 ★★★★★
Google
Customer Reviews

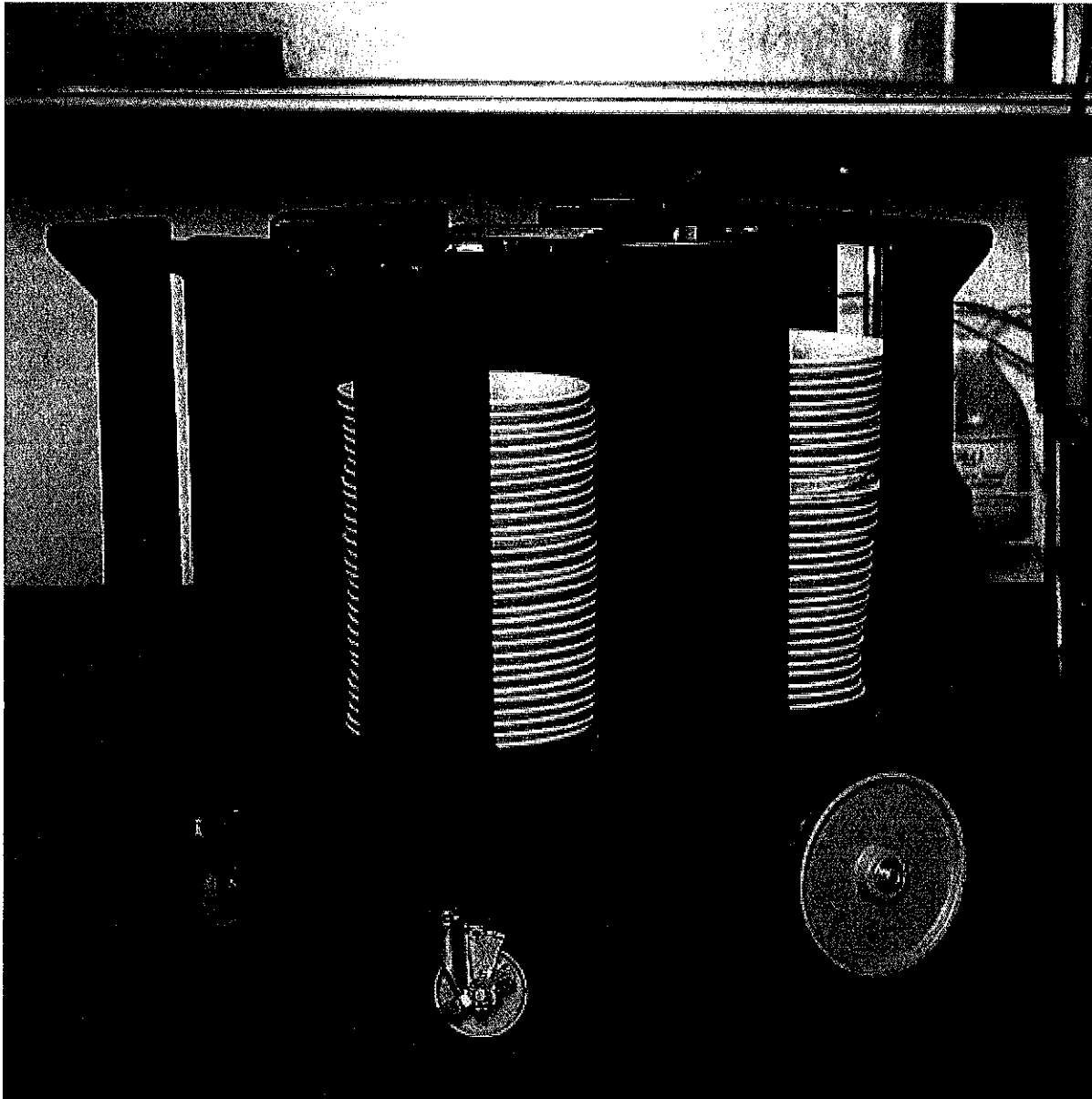
 Account ▾ Cart 2

Search

< Black Dish Carts and Glass Rack Dollies

Cambro DC1225110 Poker Chip Black Dish Dolly / Caddy with Vinyl Cover - 4 Column

Item #: 214DC1225BK MFR #: DC1225110

*Item #30*

Quantity Discounts

Buy 3 or more

\$518.10/Each

Buy 1 - 2

\$ 1,836.20

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, January 26, 2021
Title: **IT Security Upgrades and Standardization Proposal**
Section & Item: 9.F
Department: Administration, District Clerk
Fiscal Impact: \$16,739.79
Contact: Stephanie Brown, District Clerk, District Clerk, John W. Coffey
ICMA-CM, Community Manager
Attachments: IT security upgrades and standardization proposal, Policy Manual Excerpt page 13
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Review and approval of proposal from Omega Technology Solution for IT security upgrades and standardization of equipment.

Background and Summary Information

In early FY21, BBRD switched IT vendors to accommodate organizational technology usage growth and to establish a managed IT system. While each prospective vendor (who was interviewed by staff) conducted an on-site survey of equipment and a vulnerability assessment prior to submittal of a proposal, during the on-boarding process, the new vendor identified additional security risks and areas within the system where modest investments can create a network that is easier to manage, while lessening on-site service costs (via remote management and service of the system). A breakdown of the costs per task and location is listed below:

Task/Area	Cost
BBRD-wide Critical (security) Needs	7,572.71
Administration Building	260.91
Building A	814.88
Lounge	734.35
CVO	698.29
Golf Shop	1,132.82
19th hole	1,308.68
Property Services (Falcon Drive)	697.15
Labor	3,520.00
Total:	16,739.79

The BBRD Policy Manual states that a second bid for proposals from vendors who are responsible for on-going maintenance of specific services or amenities is not required when recommended by the responsible Department Manager and approved by the Community Manager (see attached excerpt).

The Administration: District Clerk's FY21 Approved Budget has sufficiently available funding to cover this expense.

Staff recommends the BOT approve the Omega Technology Solutions proposal of \$16,739.79 for security and standardization needs.



We have prepared a quote for you

Network Standardization / Critical Updates Project

Quote # 000188
Version 1

Prepared for:

Barefoot Bay Recreation District

John Coffey
Jcoffey@bbrd.org

Thursday, January 14, 2021

Barefoot Bay Recreation District
John Coffey
625 Barefoot Blvd.
Barefoot Bay, FL 32976
Jcoffey@bbrd.org

Dear John,

Thank you for your interesting in partnering with Omega Technology Solutions to assist with your technology needs.

Omega Technology Solutions is a Managed IT Services Provider specializing in innovative IT advisory and leadership services to organizations Nationwide. We offer value-driven solutions above and beyond managing and operations, security, and a full range of IT support services. Our IT Advisory approach enables us to provide leadership to our clients in a complex rapidly evolving IT landscape.

Regards,



Raymond Prado
CEO
Omega Technology Solutions

Executive Summary

The technology needs of Barefoot Bay Recreation District, present an ideal opportunity to partner with Omega Technology Solutions, a world-class Managed IT Services Provider with the core competencies, tools, processes and resources to provide streamlined services and popular products at a reasonable price. We have consistently enabled our clients to increase productivity, improve end-user satisfaction and reduce overall costs.

After reviewing the requirements and exploring options to respond to your request, Omega has developed a solution that will leverage the latest technology and integrate critical service and support functions.

We have broken down the immediate needs of the district to a separate tab to show all items needed to bring the locations up to omegas Serviceability Standards.

We thank you for allowing us the opportunity to present solutions to enhance your business. After reviewing our quote, please feel free to contact me for further discussions about the proposed solutions.

Statement of Work

Statement of Work

This Project Specific Statement of Work for Barefoot Bay Recreation District. ("Statement of Work" or "SOW"), dated Jan 4th, 2021, (the "Effective Date") defines the scope of the Services and deliverables between Omega Technology Solutions, LLC. located at 333 17th Street STE 2S, Vero Beach, FL 32960 ("Omega") and Barefoot Bay Recreation District Located at 625 Barefoot Blvd, Barefoot Bay, FL 32976 ("Client") and incorporates by reference the terms and conditions attached hereto as Appendix A. All initially-capitalized terms not defined in this SOW shall have the meanings ascribed to them in the MSA. The SOW and its Appendices (collectively, the "Agreement"), constitute the entire and sole written description of the Services to be provided by Omega and supersedes all prior agreements, representations, or similar documents and any understandings with respect thereto, both written and oral.

1. Overview:

Omega has been engaged by the Client to replace critical hardware components and make Topology changes to correct security issues found during initial onboarding, and bring the clients network infrastructure up to Omegas Serviceability standards as outlined in the Omega Managed IT Services Agreement.

Projected Term:

Start Date: A date mutually agreeable by the parties.

Completion Date: A date mutually agreeable by the parties, that shall not exceed one year from the Effective Date.

2. Detailed Description of Omega's Services and Responsibilities:

This Scope will break down into two phases. Phase one will be replacing and or repairing the critical Security vulnerabilities found within the network. The Second phase will be bringing the network up to Industry / Omega Standards.

Phase one:

Omega Network Operations team will re-engineering the network segments using Virtual Lans or VLANS. These VLANS will allow omega to optimize the BBRD network for best performance and Security. Omega will have Onsite & Remote Technicians replace current network hardware with cloud managed equipment and configure the networks per the Net Ops Engineers Layouts.

The Current Security issues that need immediate remediation are listed below:

The Main Complex (administration building, Building A, and Pool Lounge, other ancillary locations) networks need to be separated via VLANs to prevent unauthorized access to the secure network of the administration building. Currently the network is accessible via the pool lounge and

Statement of Work

building A.

The Firewall for the admin complex is not large enough to handle the bandwidth, and is not capable of stopping any malicious hacking attempts and needs to be updated to an Enterprise grade Meraki unit that can handle the bandwidth needed for the complex and meet today's cybersecurity standards.

The Wifi Access points located in the main office will be replaced with units that provide proper coverage for the administration building. While this is not an immediate critical need the current access points will need to be used in other locations and thus need to be pulled from their current locations to prevent needing additional hardware to facilitate the critical updates.

The 19th hole is using a consumer grade router that does not comply with PCI DSS Standards for credit card processing for that location. This will be replaced with an Enterprise grade Meraki firewall.

Property Services is using a consumer grade firewall that is not secure and is not capable of stopping any malicious hacking attempts and needs to be updated to an Enterprise grade Meraki unit that will meet today's cyber security standards.

Each location will be scheduled out in advance to allow client to schedule downtime that will be needed to perform the network maintenance. Omega technicians will confirm that the network location is operating normally and will make changes with minimal impacts to the client network during business hours.

Phase Two:

Omega will begin phase two to begin cleanup of the remaining network infrastructure. The current network switches in many locations are not managed and cannot be used to provide the proper management tools needed to standardize the network. The current access points in many buildings are not compatible with current IT standards and should be replaced to allow proper network operation and ease of management moving forward. Many locations lack physical security of the network equipment. Locking racks will be installed to prevent unauthorized access to the network and sensitive equipment. The Omega Network operations team will finalize setup of the network segments using Virtual LANs (VLANs) to ensure the network meets the proper cybersecurity measures in place to prevent malware and/or malicious actors. The networks will be optimized for performance and security while remaining cost effective for long term management. Equipment will be setup for monitoring and management by the Omega Professional Services team.

Each location will be scheduled out in advance to allow client to schedule downtime that will be needed to perform the network maintenance. Omega technicians will confirm that the network location is operating normally and will make changes with minimal impacts to the client network during business hours.

3. Client Responsibilities:

Omega, in order to meet its commitment to schedules and pricing, requires that Client ensures that the following elements are in place at the onset of the engagement and throughout its duration. Delays in access to information or missed or rescheduled meetings could result in project delays and out of scope issues impacting the price of this project. Client is responsible for providing contact information for vendors which may have hardware located in the network segments. These devices may need to be reprogrammed in order to function properly after the networks have been re-engineered.

4. Resource Team:

Prior to the delivery of the Service, Client will designate a qualified member of its staff to act as a project manager (the "Client Project Manager") and a liaison between Client and Omega's Project Manager. The Client Project Manager will establish priorities, coordinate Client resource schedules, review progress, and assist in issue resolution. Omega will be entitled to rely upon such person's representations and authority without seeking further verification. The Client Project Manager is the person to whom Omega will address all communications and the person who has the authority to act for Client in all aspects of the project. Client will provide adequate staff, dedicated to this SOW and available to Omega, to complete in a timely manner such tasks as may be assigned to it, including without limitation any training exercises, requirement definition, testing, and review and approval.

5. Invoicing:

Omega will provide invoices and documentation to Client at the address indicated below:
Accounts Payable Contact: Charles Henley

Statement of Work

Telephone Number: (772) 664-3141 Ext 217

Address: charleshenley@bbrd.org

Purchase Order Number: No PO# for Client with annual contracts

6. Acceptance:

The Services shall be deemed accepted upon completion and confirmation of all networks being in working order.

7. Pricing/Fees:

Pricing is non-inclusive of any existing annual contracts.

Labor is being provided as an estimate.

Actuals will be provided upon project completion.

Hardware and Software quotes are provided outside of this SoW.






Estimated labor cost(s) to complete project will be outlined in the Services tab of this quote.

8. Changes to SOW:

Any changes to the scope of Services shall be requested and approved by both parties using the Change Order Form which can be downloaded [HERE](#).




This Agreement shall be considered fully executed and binding when authorized representatives of both parties have signed and dated below.

Critical Needs

Description		Price	Qty	Ext. Price
The following Items are for the Administration Building, Building A, & Pool Lounge.				
The Existing Unifi Access points located in the Main office will be replaced with the Unifi AC-Pro Units. The Access points being removed will be re utilized at other locations such as, Golf Shop, Property Services, 19th hole.				
Meraki MX84 Cloud Managed Security Appliance - 10 Port - 1000Base-T - Gigabit Ethernet - AES (128-bit) - 10 x RJ-45 - 2 Total Expansion Slots - 1U - Rack-mountable		\$1,715.99	1	\$1,715.99
Meraki MX84 Advanced Security License and Support, 1 Year - Meraki MX84 Cloud Managed Security Appliance - License - 1 Year License Validation Period Meraki MX84 Advanced Security License and Support, 1 Year - Meraki MX84 Cloud Managed Security Appliance - License - 1 Year License Validation Period		\$1,720.29	1	\$1,720.29
Ubiquiti Ethernet Switch - 24 Ports - Manageable - 2 Layer Supported - Modular - Optical Fiber, Twisted Pair - 1U High - Rack-mountable, Desktop - 1 Year Limited Warranty		\$479.00	1	\$479.00
Ubiquiti 24-Port managed PoE switch with (16) 802.3at PoE+ ports, (8) Gigabit Ethernet ports, and (2) SFP ports. Powerful second-generation UniFi switching.				
Ubiquiti UniFi UAP-AC-PRO IEEE 802.11ac 1.27 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 2 x Network (RJ-45) - Gigabit Ethernet - Wall Mountable, Ceiling Mountable - 1 Pack		\$159.00	4	\$636.00
Ubiquiti UniFi AC HD UAP-AC-HD IEEE 802.11ac 1.69 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 2 x Network (RJ-45) - Gigabit Ethernet - Ceiling Mountable, Wall Mountable		\$349.00	1	\$349.00
The following firewalls are for the Property Services, 19th hole, & Golf Shop. The firewalls will bridge a current security gap with the consumer equipment being used.				
Meraki MX64 Cloud Managed Security Appliance - 5 Port - 10/100/1000Base-T - Gigabit Ethernet - 25 VPN - 5 x RJ-45 - Desktop, Wall Mountable		\$443.54	3	\$1,330.62
Meraki MX64 Advanced Security License and Support, 1 Year - Meraki MX64 Cloud Managed Security Firewall Appliance - License 1 License - 1 Year License Validation Period		\$447.27	3	\$1,341.81






Subtotal: **\$7,572.71**

Administration Building

Description		Price	Qty	Ext. Price
Zyxel 1000Base-SX SFP (mini-GBIC) - 1 x 1000Base-SX ZyXEL SFP-SX-D -LC 850nm 550m (Multi-Mode) Gigabit Transceiver DDMI Support		\$59.95	1	\$59.95
AddOn 1m LC (Male) to ST (Male) Orange OM1 Duplex Fiber OFNR (Riser-Rated) Patch Cable - 100% compatible and guaranteed to work		\$20.58	1	\$20.58
CyberPower UPS Systems Hardware - Supported Protocols: TCP/IP, UDP, FTP, SCP, DHCP, DNS, SSH, Telnet, HTTP/HTTPS, SNMPv1/v3, IPv4/v6, NTP, SMTP, and Syslog - 2 x Network (RJ-45) Port(s)		\$180.38	1	\$180.38






Subtotal: \$260.91

Building A

Description		Price	Qty	Ext. Price
Zyxel 1000Base-SX SFP (mini-GBIC) - 1 x 1000Base-SX ZyXEL SFP-SX-D -LC 850nm 550m (Multi-Mode) Gigabit Transceiver DDMI Support		\$59.95	3	\$179.85
AddOn 1m LC (Male) to ST (Male) Orange OM1 Duplex Fiber OFNR (Riser-Rated) Patch Cable - 100% compatible and guaranteed to work		\$20.58	3	\$61.74
V7 6U Rack Wall Mount Enclosure - 6U Rack Height x 19" Rack Width - Floor Standing - Black - Cold-rolled Steel (CRS) - 200 lb Maximum Weight Capacity V7 6U Rack Wall Mount Enclosure - 6U Rack Height x 19" Rack Width - Floor Standing - Black - Cold-rolled Steel (CRS) - 200 lb Maximum Weight Capacity		\$182.96	1	\$182.96
CyberPower UPS Systems Smart App LCD - Capacity: 700 VA / 400 W - 700VA/400W 1U Rackmount UPS, 6 NEMA 5-15R Outlets, NEMA 5-15P Plug, 10 Ft. Cord, 3 Yr Wty		\$209.95	1	\$209.95
CyberPower UPS Systems Hardware - Supported Protocols: TCP/IP, UDP, FTP, SCP, DHCP, DNS, SSH, Telnet, HTTP/HTTPS, SNMPv1/v3, IPv4/v6, NTP, SMTP, and Syslog - 2 x Network (RJ-45) Port(s)		\$180.38	1	\$180.38



Subtotal: \$814.88

Lounge



Description		Price	Qty	Ext. Price
Zyxel 1000Base-SX SFP (mini-GBIC) - 1 x 1000Base-SX ZyXEL SFP-SX-D -LC 850nm 550m (Multi-Mode) Gigabit Transciever DDMI Support		\$59.95	2	\$119.90
AddOn 1m LC (Male) to ST (Male) Orange OM1 Duplex Fiber OFNR (Riser-Rated) Patch Cable - 100% compatible and guaranteed to work		\$20.58	2	\$41.16
V7 6U Rack Wall Mount Enclosure - 6U Rack Height x 19" Rack Width - Floor Standing - Black - Cold-rolled Steel (CRS) - 200 lb Maximum Weight Capacity V7 6U Rack Wall Mount Enclosure - 6U Rack Height x 19" Rack Width - Floor Standing - Black - Cold-rolled Steel (CRS) - 200 lb Maximum Weight Capacity		\$182.96	1	\$182.96
CyberPower UPS Systems Smart App LCD - Capacity: 700 VA / 400 W - 700VA/400W 1U Rackmount UPS, 6 NEMA 5-15R Outlets, NEMA 5-15P Plug, 10 Ft. Cord, 3 Yr Wty CyberPower UPS Systems Smart App LCD - Capacity: 700 VA / 400 W - 700VA/400W 1U Rackmount UPS, 6 NEMA 5-15R Outlets, NEMA 5-15P Plug, 10 Ft. Cord, 3 Yr Wty		\$209.95	1	\$209.95
CyberPower UPS Systems Hardware - Supported Protocols: TCP/IP, UDP, FTP, SCP, DHCP, DNS, SSH, Telnet, HTTP/HTTPS, SNMPv1/v3, IPv4/v6, NTP, SMTP, and Syslog - 2 x Network (RJ-45) Port(s)		\$180.38	1	\$180.38

Subtotal: **\$734.35**

CVO


Description		Price	Qty	Ext. Price
Ubiquiti UniFi Ethernet Switch - 8 Ports - Manageable - Twisted Pair - Desktop - 1 Year Limited Warranty UniFi Switch 8 60W, Gigabit Ethernet ports with (4) auto-sensing PoE ports, non-blocking line rate, and up to 15W output per PoE port.		\$125.00	1	\$125.00
V7 6U Rack Wall Mount Enclosure - 6U Rack Height x 19" Rack Width - Floor Standing - Black - Cold-rolled Steel (CRS) - 200 lb Maximum Weight Capacity V7 6U Rack Wall Mount Enclosure - 6U Rack Height x 19" Rack Width - Floor Standing - Black - Cold-rolled Steel (CRS) - 200 lb Maximum Weight Capacity		\$182.96	1	\$182.96

CVO


Description	Price	Qty	Ext. Price
CyberPower UPS Systems Smart App LCD - Capacity: 700 VA / 400 W - 700VA/400W 1U Rackmount UPS, 6 NEMA 5-15R Outlets, NEMA 5-15P Plug, 10 Ft. Cord, 3 Yr Wty 	\$209.95	1	\$209.95
CyberPower UPS Systems Smart App LCD - Capacity: 700 VA / 400 W - 700VA/400W 1U Rackmount UPS, 6 NEMA 5-15R Outlets, NEMA 5-15P Plug, 10 Ft. Cord, 3 Yr Wty			
CyberPower UPS Systems Hardware - Supported Protocols: TCP/IP, UDP, FTP, SCP, DHCP, DNS, SSH, Telnet, HTTP/HTTPS, SNMPv1/v3, IPv4/v6, NTP, SMTP, and Syslog - 2 x Network (RJ-45) Port(s) 	\$180.38	1	\$180.38

Subtotal: **\$698.29**

GolfShop







Description	Price	Qty	Ext. Price
Zyxel 1000Base-SX SFP (mini-GBIC) - 1 x 1000Base-SX 	\$59.95	1	\$59.95
ZyXEL SFP-SX-D -LC 850nm 550m (Multi-Mode) Gigabit Transceiver DDMI Support			
AddOn 1m LC (Male) to ST (Male) Orange OM1 Duplex Fiber OFNR (Riser-Rated) Patch Cable - 100% compatible and guaranteed to work 	\$20.58	1	\$20.58
Ubiquiti Ethernet Switch - 24 Ports - Manageable - 2 Layer Supported - Modular - Optical Fiber, Twisted Pair - 1U High - Rack-mountable, Desktop - 1 Year Limited Warranty 	\$479.00	1	\$479.00
Ubiquiti 24-Port managed PoE switch with (16) 802.3at PoE+ ports, (8) Gigabit Ethernet ports, and (2) SFP ports. Powerful second-generation UniFi switching.			
V7 6U Rack Wall Mount Enclosure - 6U Rack Height x 19" Rack Width - Floor Standing - Black - Cold-rolled Steel (CRS) - 200 lb Maximum Weight Capacity 	\$182.96	1	\$182.96
V7 6U Rack Wall Mount Enclosure - 6U Rack Height x 19" Rack Width - Floor Standing - Black - Cold-rolled Steel (CRS) - 200 lb Maximum Weight Capacity			
CyberPower UPS Systems Smart App LCD - Capacity: 700 VA / 400 W - 700VA/400W 1U Rackmount UPS, 6 NEMA 5-15R Outlets, NEMA 5-15P Plug, 10 Ft. Cord, 3 Yr Wty 	\$209.95	1	\$209.95
CyberPower UPS Systems Smart App LCD - Capacity: 700 VA / 400 W - 700VA/400W 1U Rackmount UPS, 6 NEMA 5-15R Outlets, NEMA 5-15P Plug, 10 Ft. Cord, 3 Yr Wty			

GolfShop



Description	Price	Qty	Ext. Price
CyberPower UPS Systems Hardware - Supported Protocols: TCP/IP, UDP, FTP, SCP, DHCP, DNS, SSH, Telnet, HTTP/HTTPS, SNMPv1/v3, IPv4/v6, NTP, SMTP, and Syslog - 2 x Network (RJ-45) Port(s) 	\$180.38	1	\$180.38

Subtotal: **\$1,132.82**

19th hole





Description	Price	Qty	Ext. Price
Zyxel 1000Base-SX SFP (mini-GBIC) - 1 x 1000Base-SX ZyXEL SFP-SX-D -LC 850nm 550m (Multi-Mode) Gigabit Transceiver DDMI Support 	\$59.95	1	\$59.95
AddOn 1m LC (Male) to ST (Male) Orange OM1 Duplex Fiber OFNR (Riser-Rated) Patch Cable - 100% compatible and guaranteed to work 	\$20.58	1	\$20.58
Ubiquiti Ethernet Switch - 5 Ports - Manageable - 2 Layer Supported - Twisted Pair - Desktop - 1 Year Limited Warranty The UniFi Switch USW-Flex-Mini, is a smart managed Gigabit switch. It offers 5 RJ45 Ethernet ports, providing 1 Gigabit links to your devices. Power up the USW-Flex-Mini with the included USB Type-C power adapter or with 802.3af PoE Ethernet in port 1. 	\$39.00	1	\$39.00
Ubiquiti UniFi Ethernet Switch - 16 Ports - Manageable - 2 Layer Supported - Modular - Twisted Pair, Optical Fiber - Wall Mountable, Rack-mountable, Desktop Ubiquiti UniFi Ethernet Switch - 16 Ports - Manageable - 2 Layer Supported - Modular - Twisted Pair, Optical Fiber - Wall Mountable, Rack-mountable, Desktop 	\$299.00	1	\$299.00
Ubiquiti UniFi UAP-AC-PRO IEEE 802.11ac 1.27 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 2 x Network (RJ-45) - Gigabit Ethernet - Wall Mountable, Ceiling Mountable - 1 Pack 	\$159.00	2	\$318.00
V7 6U Rack Wall Mount Enclosure - 6U Rack Height x 19" Rack Width - Floor Standing - Black - Cold-rolled Steel (CRS) - 200 lb Maximum Weight Capacity V7 6U Rack Wall Mount Enclosure - 6U Rack Height x 19" Rack Width - Floor Standing - Black - Cold-rolled Steel (CRS) - 200 lb Maximum Weight Capacity 	\$182.96	1	\$182.96

19th hole

Description	Price	Qty	Ext. Price
CyberPower UPS Systems Smart App LCD - Capacity: 700 VA / 400 W - 700VA/400W 1U Rackmount UPS, 6 NEMA 5-15R Outlets, NEMA 5-15P Plug, 10 Ft. Cord, 3 Yr Wty 	\$208.81	1	\$208.81
CyberPower UPS Systems Smart App LCD - Capacity: 700 VA / 400 W - 700VA/400W 1U Rackmount UPS, 6 NEMA 5-15R Outlets, NEMA 5-15P Plug, 10 Ft. Cord, 3 Yr Wty			
CyberPower UPS Systems Hardware - Supported Protocols: TCP/IP, UDP, FTP, SCP, DHCP, DNS, SSH, Telnet, HTTP/HTTPS, SNMPv1/v3, IPv4/v6, NTP, SMTP, and Syslog - 2 x Network (RJ-45) Port(s) 	\$180.38	1	\$180.38

Subtotal: **\$1,308.68**

Property Services

Description	Price	Qty	Ext. Price
Ubiquiti UniFi Ethernet Switch - 8 Ports - Manageable - Twisted Pair - Desktop - 1 Year Limited Warranty 	\$125.00	1	\$125.00
UniFi Switch 8 60W, Gigabit Ethernet ports with (4) auto-sensing PoE ports, non-blocking line rate, and up to 15W output per PoE port.			
V7 6U Rack Wall Mount Enclosure - 6U Rack Height x 19" Rack Width - Floor Standing - Black - Cold-rolled Steel (CRS) - 200 lb Maximum Weight Capacity 	\$182.96	1	\$182.96
V7 6U Rack Wall Mount Enclosure - 6U Rack Height x 19" Rack Width - Floor Standing - Black - Cold-rolled Steel (CRS) - 200 lb Maximum Weight Capacity			
CyberPower UPS Systems Smart App LCD - Capacity: 700 VA / 400 W - 700VA/400W 1U Rackmount UPS, 6 NEMA 5-15R Outlets, NEMA 5-15P Plug, 10 Ft. Cord, 3 Yr Wty 	\$208.81	1	\$208.81
CyberPower UPS Systems Smart App LCD - Capacity: 700 VA / 400 W - 700VA/400W 1U Rackmount UPS, 6 NEMA 5-15R Outlets, NEMA 5-15P Plug, 10 Ft. Cord, 3 Yr Wty			
CyberPower UPS Systems Hardware - Supported Protocols: TCP/IP, UDP, FTP, SCP, DHCP, DNS, SSH, Telnet, HTTP/HTTPS, SNMPv1/v3, IPv4/v6, NTP, SMTP, and Syslog - 2 x Network (RJ-45) Port(s) 	\$180.38	1	\$180.38

Subtotal: **\$697.15**

Services

Description		Price	Qty	Ext. Price
on site	On Site Onsite support Technician labor Estimated amount to complete the project scope and hardware rollout. Final numbers billed will reflect actual time used.	\$110.00	32	\$3,520.00

Subtotal: **\$3,520.00**

Network Standardization / Critical Updates Project



Prepared by:

Omega Technology Solutions

Raymond Prado
772-828-2314 Option 1
ray@omagatechs.co

Prepared for:

Barefoot Bay Recreation District

625 Barefoot Blvd.
Barefoot Bay, FL 32976
John Coffey
(772) 664-3141
Jcoffey@bbrd.org

Quote Information:

Quote #: 000188

Version: 1
Delivery Date: 01/14/2021
Expiration Date: 02/10/2021

Quote Summary

Description	Amount
Critical Needs	\$7,572.71
Administration Building	\$260.91
Building A	\$814.88
Lounge	\$734.35
CVO	\$698.29
GolfShop	\$1,132.82
19th hole	\$1,308.68
Property Services	\$697.15
Services	\$3,520.00
Total: \$16,739.79	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Omega Technology Solutions

Barefoot Bay Recreation District

Signature:



Name: Raymond Prado

Title: CEO

Date: 01/14/2021

Signature:

Name: John Coffey

Date:

Approval and payments for these items will be processed using the Monthly invoices as back up. These items require the approval of the Community Manager or Designee and require separate verification that funds are budgeted and available before the expenditure can be made. If funds are not available, a budget transfer shall be made upon approval of the Board of Trustees.

Exceptions to Competition

The competitive procurement process may be waived:

1. In defined emergencies, documented in accordance with the Emergency Purchases section of these policies.
2. For sole source procurements documented and approved in accordance with the Sole Source Purchases section of these policies.
3. For seminars registrations and professional membership dues and fees.
4. For purchase of local utility services for BBRD owned or operated facilities.
5. Postage expense, when billed by a vendor at the currently prevailing postage rates established by the U.S. Postal Service.
6. Repair or services for proprietary equipment, software, hardware, etc.²⁴
7. Capital or R&M projects proposed by a vendor responsible for long-term maintenance when recommended by responsible department manager and approved by the Community Manager.
8. Repairs that require action within 72 hours.²⁵
9. Under other documented and justified circumstances approved by the Community Manager.

Emergency Purchases

In cases of a declared emergency which require the immediate purchase of supplies or contractual services, the Community Manager may waive normal purchasing procedures.

In the event of the need to repair existing infrastructure that impacts the health welfare and safety of residents, the Community Manager may waive normal purchasing procedures. The Community Manager shall place the contract for repairs on the next regularly scheduled BOT meeting agenda for confirmation.²⁶

Purchases from Purchasing agreements of Special Districts, Municipalities, or Counties (Piggybacking)²⁷

District purchases based on purchasing agreements from other Special Districts, Municipalities, or Counties (Piggybacking) per Sec. 189.4221 F.S. will be allowed.

Purchases from State Contract²⁸

District purchases based on the use of state contracts will be allowed.

Emergency Payment

In a declared emergency either the Community Manager and one Trustee, or two Trustees, are required to sign checks over \$7,500²⁹ to pay for needed purchases, supplies or contracted services.³⁰

Purchase of Services From a Goods and Sole Source Provider

Sole source is an award of contract to the only known source for the required goods or services. A sole source purchase cannot be justified on the basis of quality or price, as quality can be a subjective evaluation based on individual opinion, and price considerations must be evaluated by competitive bidding. If there is more than one product or service that will perform essentially the same functions under essentially the same conditions as the requested product or service, a sole source is deemed not to exist.

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, January 26, 2021

Title: **FY21 Budget Amendment: Employee health and ancillary insurance plans savings.**

Section & Item: 9.G

Department: Administration, Finance

Fiscal Impact: \$ 0.00

Contact: Charles Henley, Finance Manager, John W. Coffey ICMA-CM, Community Manager

Attachments: 200825 memo employee health and ancillary insurance plans, 210126 Resolution 2020-01 - Medical Insurance Savings Budget Amendment

Reviewed by

General Counsel: N/A

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



Requested Action by BOT

Approve Resolution 2021-01, amending the budget to transfer funds to the R&M Capital Projects Department from the Administration, Food & Beverage, Resident Relations, Golf and Property Services Departments according to the table below.

Background and Summary Information

On August 25th, 2020, the BOT approved the FY21 Employee Health and Ancillary Insurance plans and awarded the contracts that resulted in a budgeted savings of \$25,175.

	Dept/ Sub.	Totals	FY21 Budget Increase	FY21 Budget Decrease
Medical/Dental/Life	510230			
Administration	1300	(4,180.33)		
Finance	06			2,609.09
District Clerk	07			1,571.24
Food and Beverage	7210	(4,923.03)		
Lounge	01			1,972.93
19th Hole	02			1,963.63
F&B Admin	08			986.47
Resident Relations	7220	(3,955.68)		
Customer Service	09			991.09
DOR Enforcement	10			2,964.59
Golf/Pro Shop	7230	(1,011.05)		1,011.05
Property Services	7241	(11,104.91)		
Buildings	11			7,517.94
Grounds	12			988.29
Custodial	13			625.75
Pools	14			1,972.93
R&M Capital Projects	7300	25,175.00		
Contingency	510606		25,175.00	
Allocation Table:		-	25,175.00	25,175.00

The Community Manager recommends the BOT approve the resolution #2021-01 amending the Budget, reallocating funds to Contingency in the R&M/Capital Projects Department from various Departments with a zero total financial impact.

Board of Trustees Meeting Agenda Memo

Date: August 25, 2020

Title: Employee Insurance Renewals

Section & Item: 9C

Department: District Clerk, Finance, Resident Relations, Food & Beverage, Golf-Pro Shop, and Property Services

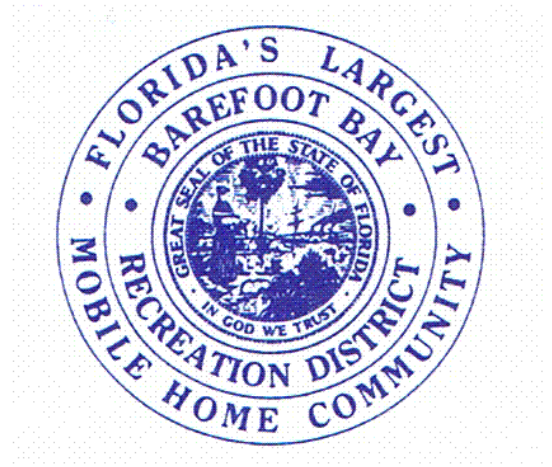
Fiscal Impact: \$307,732.00 (FY21 Budget of \$332,907.00)

Contact: Rich Armington, Resident Relations and HR Manager; or John W. Coffey, ICMA-CM, Community Manager

Attachments: Insurance quotes

Reviewed by General Counsel: No

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



Requested Action by BOT

Selection of Employee Health and Ancillary Insurance Plans

Background and Summary Information

Health Insurance

Participating employees have been insured for medical coverage under Health First policies since October 2017 (prior two fiscal years were covered under United Health Care). Due to Obamacare regulations, one or more "affordable" plans must be offered which is defined as not greater than 9.86 percent of an employee's W-2 taxable (Box 1) income. Two years ago, the BOT adopted two "affordable" plans in addition to a traditional health insurance plan. For FY21 both the Obamacare plans and the standard plan will meet this criteria if the BOT approves the recommended renewals.(which will keep BBRD in compliance with Obamacare regulations).

Following are the plans, costs, and comparison to the FY21 Budget. Annual costs and savings assume all employees choose the same plan as they currently have unless they have otherwise so indicated. Of note, of the 34 anticipated full-time employees for FY21, staff believes only 27 will elect coverage (assuming laid off employees return and resume previous coverage). Turnover of the remaining 7 employees and/or qualifying events resulting in additional elections of coverage would increase costs to BBRD beyond the figures provided within this agenda memo. Of note, in FY15 only 67% of eligible employees elected health insurance coverage where a projected 79% of eligible employees are expected to elect coverage in FY21.

		Renewal Increase %	Monthly per emp. Premium	BBRD %	Monthly per emp. BBRD Cost	Monthly Employee Cost	# Emp.	Annual BBRD Total Cost
	FY 21 Budget*	N/A	N/A	85.0%	N/A	N/A	27	323,675
Standard Plans								
	POS HFHP VC5 6105 (FY20)	N/A	1,108.61	85.0%	942.32	166.29	23	260,080
	POS HFHP VC5 6105 (Recommended renewal)	2.9%	1,140.74	85.0%	969.63	171.11	23	267,618
	POS HFHP VC5 6105 (Renewal)	2.9%	1,140.74	87.5%	998.15	142.59	23	275,489
	POS HFHP VC5 6105 (Renewal)	2.9%	1,140.74	90.0%	1,026.67	114.07	23	283,360
	FLA Blue HMO 45	-27.5%	804.15	85.0%	683.53	120.62	23	188,654
	FLA Blue HMO 47	-31.2%	762.53	85.0%	648.15	114.38	23	178,890
	FLA Blue PPO 5302	-47.7%	579.41	85.0%	492.50	86.91	23	135,930
Obamacare "Affordable" Plans**								
	HFHP HDHMO 2500/80 Copay 6003 (FY20)	N/A	781.56	85.0%	664.33	117.23	1	7,972
	HFHP HDHMO 2500/80 Copay 6003 (Recommended renewal)	2.9%	804.21	85.0%	683.58	120.63	1	8,203
	HFHP HDHMO 2500/80 Copay 6003 (Renewal)	2.9%	804.21	87.5%	703.68	100.53	1	8,444
	HFHP HDHMO 2500/80 Copay 6003 (Renewal)	2.9%	804.21	90.0%	723.79	80.42	1	8,685
	HFHP HDHMO 6600 w/Copay 6020 (FY20)	N/A	503.82	85.0%	428.25	75.57	3	15,417
	HFHP HDHMO 6600 w/Copay 6020 (Recommended renewal)	2.9%	518.42	85.0%	440.66	77.76	3	15,864
	HFHP HDHMO 6600 w/Copay 6020 (Renewal)	2.9%	518.42	87.5%	453.62	64.80	3	16,330
	HFHP HDHMO 6600 w/Copay 6020 (Renewal)	2.9%	518.42	90.0%	466.58	51.84	3	16,797
Dependent coverage								
	HFHP HDHMO 6600 w/Copay 6020 - Dependent coverage (FY20)	N/A	varies	35.0%	varies	varies	3***	7,025
	HFHP HDHMO 6600 w/Copay 6020 - dependent coverage (Recommended renewal)	2.9%	varies	35.0%	varies	varies	3***	7,229
	HFHP HDHMO 6600 w/Copay 6020 - dependent coverage (renewal)	2.9%	varies	40.0%	varies	varies	3***	8,262
					Renewal Total:		27	298,913
					Renewal Difference from Budget		-	(24,762)
					Renewal Total at 87.5% Employer Contributions:		27	308,525
					Recommended Difference from Budget:		-	(15,150)
* Four employees were budgeted for an Obamacare policy coverage; therefore, total annual cost to BBRD is lower than the calculation from left to right in this row.								
** Obamacare required the employer-paid premium percentage be set at a maximum of 9.86% of the lowest-paid employee eligible for health insurance benefits (which for FY21 would be 81% for the 6600 plan, and 70% for the 2500 plan).								
*** Number of employees electing dependent coverage is not included in the total summation as an employee with dependent coverage is considered one coverage (as an employee cannot obtain dependent coverage without employee coverage).								

From FY14 through FY17, BBRD covered only 75% of employee-only coverage and 0% of dependent coverage. To address employee morale (often the increase in the employee's portion of the annual increase in premiums cost out-stripped the 3% maximum annual increase in pay), in FY18, the BOT endorsed a plan proposed by the Community Manager to gradually increase BBRD's percentage of premiums over the next several years to 90% for employee-only coverage and 50% for dependent coverage. Due to the potential long-term negative financial impact of the referendum placed on the November ballot by the Brevard County Board of County Commissioners, staff recommends pausing the gradual increasing of employer premium contributions for FY21 at 85% coverage for employee-only insurance and 35% coverage for dependent coverage.

Fiscal Year	BBRD's Percentage of Premium Coverage	
	Emp.	Dependent
17	75.0	0.0
18	80.0	25.0
19	82.5	25.0
20	85.0	35.0
21*	85.0	35.0
* Indicates proposed		

Therefore, staff recommends the BOT adopt the following plans for FY21 at 85.0% employer-paid premiums at an estimated cost of \$298,913.20:

- Renewal POS HFHP VC5 6105
- Renewal HFHP HDHMO 2500/80 Copay 6003 (Obamacare affordable plan)
- Renewal HFHP HDHMO 6600 w/Copay 6020 (Obamacare affordable plan)

Dental Insurance

The FY21 Budget was based on 32 participating employees. Current information indicates BBRD can expect a maximum of 32 employees electing coverage in FY21.

	Renewal Increase %	Monthly per emp. Premium	Monthly per emp. BBRD Cost (75%)	# Emp.	Annual BBRD Total Cost	Monthly Employee Cost (25%)	Budget minus Renewal Rate
FY 21 Budget	2.0%	27.22	20.42	32	7,839.00	6.81	N/A
Principle Voluntary (FY20)	N/A	26.64	19.98	32	7,672.32	6.66	N/A
Principle Voluntary (recommended renewal)	0.0%	26.64	19.98	32	7,672.32	6.66	166.68
UNUM Passive PPO	35.6%	36.12	27.09	32	10,402.56	9.03	(2,563.56)

Readers who may compare FY20 costs to the recommended renewal should note the increased cost is due to the increase number of employees electing coverage (from 25 in FY20 to 32 in FY21). Hence, staff recommends the BOT award contract for dental insurance to Principal (PPO plan) at a cost of \$7,672.32 to BBRD.

Group Life and AD&D Insurance

BBRD currently offers 100% paid life insurance in the amount of \$10,000 to each full-time employee through Principal.

	Renewal Increase	Monthly BBRD Cost (100%)	Annual BBRD Total Cost	Budget minus Renewal Rate
FY 21 Budget	N/A	116.08	1,393.00	N/A
Principal (renewal - no change from FY20)	0.0%	95.54	1,146.48	246.52

Principal was selected by the BOT last year with a two-year rate guarantee. Hence, staff recommends the BOT award contract for Group Life and AD&D Insurance to Principal at an annual cost of \$1,146.48.

Vision Insurance

BBRD currently offers an optional 100% employee-paid vision plan with Principal.

	Renewal Increase %	Monthly Premium
Principal VSP Choice in-network (FY20)	N/A	6.10
Principal VSP Choice in-network (recommended renewal)	0.0%	6.10
FLA Blue Davis Vision	3.3%	6.30

Due to no increase in cost, staff recommends the BOT award contract for employee paid vision insurance to Principal for the VSP Choice plan at no cost to BBRD.

Supplemental Short-term Disability Insurance

BBRD currently offers an optional 100% employee-paid short-term disability insurance.

Supplemental Short-term Disability Insurance	
(Cost per \$10 of weekly benefit)	
	55-59 Age*
Principal (Renewal - no change from FY20)	0.4700
* Age bracket shown as a example of costs. Actual costs based on age and income.	

Due to no increase in cost, staff recommends the BOT award contract for voluntary short-term disability insurance to Principal at zero cost to BBRD.

Supplemental Life and Accidental Death & Dismemberment (AD&D) Insurance

BBRD currently offers an optional 100% employee paid supplemental life and accidental death & dismemberment (AD&D) insurance from Principal based on age and coverage.

Supplemental Life and AD&D Insurance	
(Cost per \$1,000 of coverage)	
	55-59 Age*
Principal (renewal - no change from FY20)	0.9640
* Age bracket shown as an example of costs. Actual costs based on age.	

Due to no increase in cost, staff recommends the BOT award contract to Principal for supplemental life and accidental death & dismemberment (AD&D) insurance at zero cost to BBRD.

Summary

A summary of BBRD costs as compared to the FY21 Budget is provided to the right.

Assumed within the previously recommended motions is the ultimate transfer of excess budgeted funds into the FY21 R&M/Capital Contingency budget.

Insurance Type	FY21 Budget	Actual	Difference
Health	323,675.00	298,913.20	(24,761.80)
Dental	7,839.00	7,672.32	(166.68)
Life & AD&D	1,393.00	1,146.48	(246.52)
Total	332,907.00	307,732.00	(25,175.00)

RESOLUTION 2021-01

**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 the FY2021 to increase the R&M/Capital Projects Department Budget by \$25,175 and to decrease the Administration Department budget by \$4,180.33 and to decrease the Food & Beverage Department budget by \$4,923.03, and to decrease the Resident Relations Department budget by \$4,966.73, and to decrease the Property Services Department budget by \$11,904.91.

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, Michael Maino
Trustee, Randy Loveland
Trustee, Jeff Grunow
Trustee, James Nugent
Trustee, Michael Morrissey

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 26th day of January 2021.

BAREFOOT BAY RECREATION DISTRICT

Return to: Barefoot Bay Recreation District
625 Barefoot Boulevard
Barefoot Bay FL 32976-7305

By:

Michael Maino,
CHAIRMAN

Jeff Grunow,
SECRETARY

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, January 26, 2021

Title: **Florida Association of Special Districts' January Meeting Report**

Section & Item: 9.H

Department: Administration, District Clerk

Fiscal Impact:

Contact: Jeff Grunow, Trustee, Secretary

Attachments: January FASD Meeting agenda

Reviewed by

General Counsel:

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



Requested Action by BOT

Review of Trustee Grunow's report from the FASD January Meeting.

Background and Summary Information

The Florida Association of Special Districts (FASD) represents members from the 1,700 plus Independent and Dependent Special Districts in the state. The mission of FASD is to unify and strengthen special purpose government through education, the exchange of ideas and active involvement in the legislative process. BBRD has belonged to FASD since 2018. Trustees and staff have attended quarterly meetings in conferences in prior years. Trustee Grunow attended the January FASD meeting and will provide a short summary of key information provided to attendees.



**January Quarterly Meeting and
Certified District Official Training
January 21-22, 2021**

Hammock Beach Resort
200 Ocean crest Dr.
Palm Coast, Florida 32137

Thursday January 21, 2021
Schedule of Events & CDO Components:

9:00AM – 12:00PM

Legislative Toolbox – *Chris Lyon, Lewis, Longman & Walker; Laura Donaldson, Manson, Bolves, Donladson, Varn*

**CDO Candidates receive 3 hours credit in
Legislative Process. Certified Managers and
Officials receive 3 CEUs*

LUNCH ON YOUR OWN

1:00PM – 3:00PM

**Leadership Skills for an Intergenerational Workforce: Managing
a Cornucopia of Personalities, Maturity Levels, and Value Systems –
with leadership trainer Greg Buschman**

**CDO Candidates receive 2 hours credit in either Board Relations -or-
How to Conduct a Board Meeting/Governance. Certified Managers and
Officials receive 2 CEUs*

3:00PM

BREAK

3:00PM – 4:00PM

Ameris Banking Program

Lunch Sponsors

Water Walker Investments/FLFIT



Meeting Agenda

Friday, January 22, 2021

8:30 a.m. – 10:00 a.m.	FASD Board Meeting
9:30 a.m. - 10:00 a.m.	Quarterly Meeting Registration
10:00 a.m. - 10:05 a.m.	President's Welcome, Pledge and Invocation <i>Jim Millican, President</i>
10:05 a.m. - 10:10 a.m.	President's Report <i>Jim Millican, President</i>
10:10 a.m. - 10:15 a.m.	Executive Director's Report <i>Fred Crawford, Executive Director</i>
10:15 a.m. – 10:25 a.m.	Water Walker Investment Program Update <i>David Jang - Water Walker Investments</i>
10:25 a.m. – 10:35 a.m.	FASD Education Foundation Update <i>Mark Grimm, FASD Education Foundation Chair</i>
10:35 a.m. – 10:55 a.m.	Legislative Forecast <i>Chris Lyon, Lewis, Longman & Walker</i>
10:55 a.m. – 11:15 a.m.	TXT2VOTE Update <i>Lee Durham, Global Mobile</i>
11:15 a.m. – 11:40 a.m.	FEMA/CARES Reimbursements <i>Wesley Sapp and Allison McLeary, Division of Emergency Management</i>
11:40 a.m. – 12:00 p.m.	COVID Vaccine Rollout Department of Health - INVITED
12:00 p.m.	Lunch, Sponsored by Water Walker Investments/FLFIT

Lunch Sponsors

Water Walker Investments/FLFIT



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: January 26, 2021

Subject: Manager's Report

Resident Relations

ARCC Meeting 01/19/21

- 13 Consent Items – approved
- 11 Other Items – 9 approved, 2 denied for incomplete applications.

Next ARCC Meeting

- Scheduled for February 02, 2021 in Bldg. D/E at 9am

Violations Committee Meeting 01/08/21

- 26 cases are on the agenda
- 13 cases are to be presented, 11 cases came into compliance prior to the meeting, 2 cases DOR is working with the homeowners

Violations Committee Meeting 01/22/21

- Was canceled due to the majority of cases coming into compliance before the meeting

Next Violations Committee Meeting

- Scheduled for February 12th in Bldg. D/E at 10am

Property Services

- Continued work on the Pool 2 renovations (replaced water damaged drywall, repaired holes in the walls and ceilings, repaired damaged sinks repainted men's and women's rooms, replaced florescent tubes with LED fixtures, repaired leaking toilet, etc.)
- Rebuilt the doors on the shuffleboard storage shed
- Continued trimming trees on BBRD grounds as well as violations
- Replaced the lock on the greenhouse at the garden club
- Continued work on the FY22 Property Services Line-item budget requests (largest department in BBRD)
- Cleaned the inside and out of Building C
- Daily inspections of Building A Renovations project

- Attended site visit of all parties involved in Bldg. A CCTV room (hardware and wiring must be relocated due to renovation project)
- Addressed all current DOR violations

Golf-Pro Shop

- Tournaments (Call Pro Shop @ 664-3174 for details)
 - Jan 30th Carl Anderson Memorial Tournament (9 Holes)
 - 1pm Shotgun
 - Limited to 50 players
 - Watertronics has removed the first irrigation pump off site for service
 - Pump 3 has been completed and will be returned and installed on Wednesday 20Jan21.
 - Pump 2 will be removed and taken off site for service at that time.

Food and Beverage

- Lunch service at the 19th Hole continues from 11am-3pm Monday through Saturday. When staffing permits, servers are also going outside to take orders on the porch and patio tables if patrons prefer to eat/drink outside. Bar snacks are available after 3pm.
- Since many residents are enjoying the live music from the field (between the Lounge and playground), all future live music will be held on the stage lakeside of the lounge from 2-6pm for people to be able to see and hear the band from the field to the pool. Once COVID-19 restrictions are lifted (or people come inside the gates rather than watching the entertainment from the field), Sunday music pool side will commence again.
- Entertainment calendars are available at the Lounge and the 19th Hole.

General Information

- **Shopping Center Electrical Upgrade and Parking Lot Lighting Improvement Project Update** – Review of the draft design and construction drawings were received recently from TLC resulted in the need to re-design the placement of two parking lot light poles (current located in non-ADA compliant curb ramps. Future re-pavement of the parking lot may require these to be made ADA compliant which would necessitate move the light poles). Revised and final construction plans were received on January 19, 2021. Staff will proceed with developing a Request for Proposal to be issued at a future BOT meeting.
- **Shopping Center Re-Roofing Project Update** – Due to 2021 Building Code changes, staff approved an additional work proposal from TLC to revise the construction drawing to meet the new code. Once the vendor has reviewed the new plans, the contract will be finalized and placed on a future BOT meeting for approval.
- **FY22 Working Draft Proposed Budget (WDPB) Update and Reminder** – Department Managers submitted their initial line-item proposal by January 21, 2020 and the Community Manager will be meeting with each Department Manager over the next 10 days to finalize the budgetary numbers for FY22 WDPB. Submittal of the budget document to the Trustees no later than March 3, 2021. Electronic copies will be available on www.bbrd.org no later than close of business March 5, 2020. Free paper copies of the Resident's FY22 WDPB will be available for pick up at the Administration Building March 8, 2021. Budget workshops are scheduled for Tuesday March 16th, Thursday March 25th, Tuesday May 4th, and Monday May 10th, all at 7pm in Building D/E.