

**BAY POINT COMMUNITY ASSOCIATION  
REGULAR MEETING OF THE BOARD  
Monday, May 9, 2022 AT 5:30 PM  
BPCA CONFERENCE ROOM  
MINUTES**

**IN ATTENDANCE:**

Doug Arent, Samantha Dring, Patrick Green, Justin Gorman, Walt Rankin, Catherine Seltzer Mitchell, Zack Seltzer, Jen Shook,

**In Attendance by Phone:**

**ABSENT:**

Kevin Lynn, MVC, Debbie Rush, and Jose Velez

**ALSO IN ATTENDANCE:**

John Townsend, Esq., Debra Haydn, GM, Recording Secretary, David Renneker, Comptroller

**CALL TO ORDER:**

Catherine Seltzer Mitchell called the meeting to order at 5:30 PM.

**MEETING RECORDED BY:**

Video Recording by BPCA

**QUORUM:**

A quorum was confirmed by Doug Arent, Secretary.

**APPROVE AGENDA:**

**MOTION:** By Samantha Dring to approve agenda, second by Zack Seltzer and unanimously approved.

**APPROVE CONSENT AGENDA:**

**MOTION:** By Walt Rankin to approve the Consent Agenda including edits to the draft minutes on pages one under BP Linx, LLC Update and page three under ARC Liaison, second by Patrick Green and unanimously approved.

**FINANCE COMMITTEE REPORT:** Zack Seltzer

The Finance Committee met on Wednesday, May 2, 2022. *(Report Attached to Minutes)*

- See Infrastructure report for Motions/Approvals for Infrastructure Projects
- Over Threshold Operational Items *(See Infrastructure Report for Motions/Approvals)*

- BrightView Proposal for extra landscape work at the Residents Gate, \$4,975  
**MOTION:** By Zack Seltzer to approve the BrightView Proposal for \$4,975, second by Jen Shook and unanimously approved
- BrightView Proposal for Irrigation Repairs found during inspection for \$5,918.94  
**MOTION:** By Zack Seltzer to approve the BrightView Proposal for \$5,918.94 for irrigation repairs at Bay Point, second by Samantha Dring and was approved by a vote of 8/1, opposed by Walt Rankin all other members present voted to approve.

**PRESIDENT's COMMENTS:** Catherine Seltzer Mitchell

- Catherine Seltzer Mitchell wished a Happy Mother's Day to all Mothers
- The BPCA website notifications issue has been resolved
- Reminder that the BPCA meeting and agenda are posted at the Post Office as well as on the BPCA website (baypointflorida.org) You need to register as an owner and should you have any trouble call the BPCA Office and speak to Nancy Culp
- She would like to start using the TV to show different slides so owners can see some of the documents the board will be acting on
- The Bay Point Marina has a new name "Point South Marina" and hope to have a soft opening the end of May
- She will speak with David Chapman, the owner of Marina View Park, regarding the current condition of the park's landscaping. Since BPCA is no longer the lease holder of the park the maintenance reverts to the owner
- Some construction on the old BayTown site, now "Alee" has started the first building will be the replacement Post Office. The Board will meet soon regarding plans for moving the current PO Boxes, a new Lease agreement and a road impact fee for the Alee project.

**REPORTS:**

**BAY POINT WEST:** Jen Shook

- BPWest BOD held a meeting on April 20, 2022. They adopted the BPCA 6 Ft Fence Rule into the BPWest Rules & Regulations. They discussed regarding portable patio, gazebo covers and playground equipment rules. It was decided that if the structure could easily be moved by two (2) people it would not be a violation.
- There was discussion and agreement to move forward with entering a MOU with the BPCA for customer services to the community.
- The Annual Meeting is scheduled for Saturday July 9<sup>th</sup> at 9:00 AM in the BPCA Office. Three board seats will be up for election, self-nominations are due no later than May 13<sup>th</sup>.
- Roads & Grounds is enforcing several properties that need attention.
- ARC Liaison: Jen Shook
  - SmartWebs is being fully launched to provide a more streamlined system to provide better customer service and a more streamline system for the users. It

is hoped that with a MOU in place the BPCA office will help improve customer service.

- The ARC continues to approve approximately 25 new requests per month. With the majority of requests approved the ARC is looking to decrease the time between Project Request submission and approval.

- Canal Liaison: Justin Gorman

- Issues with boats speeding in the canal occurred multiple times this past month
- One seawall was replaced. There are now 10 wood walls remaining
- Lake Doctor will clean the canal by skimming the top to collect debris

- Community Events: Debbie Rush - No Report

- Catherine Seltzer Mitchell indicated that Coming Events will be posted on the Website, and may not be endorsed by the BPCA

- Governing Docs: Walt Rankin

- Comments from the website are being gathered and a document with areas that need revision before they go to the board for final approval
- A meeting will be scheduled to address these issues

- Information & Technology: Patrick Green

- Two (2) companies were contacted, AppFolio and FrontSteps to inquire about accounts receivable/payable as well as gate entrance management software
- AppFolio does not have the gate entrance management software
- A demonstration from each company will be scheduled and a follow-up report will be shared at a future board meeting

- Infrastructure Liaison: Kerry McLane

Full report and proposals (*attached to minutes*)

- **MOTION:** by Jen Shook to approve the Horsley Construction proposal for renovations to the Jan Cooley Gate for \$59,375. With an extra \$10,000 for unexpected costs, second by Zack Seltzer and unanimously approved.
- **MOTION:** By Samantha Dring to approved the Horsley Construction proposal for the Legend Lakes gate house renovations for \$58,850, plus up to \$5,000 for unexpected costs, second by Justin Gorman and approved 8/1. Walt Rankin voted to oppose the proposal while all other members in attendance voted in favor of the proposal.
- **MOTION:** By Samantha Dring to approve the proposal for \$34,500 for the Horsley Construction Security Building Roof Proposal with an additional \$10,000 for unexpected costs, second by Zach Seltzer and approved 8/1. Walt Rankin voted to oppose the proposal while all other members in attendance voted in favor of the proposal.

- Security Liaison: Samantha Dring

- Security staff testing continues with current results scoring equivalent to a B+ or better



- Hurricane preparation is in progress, including gathering supplies and educating staff of hurricane processes and notifications requirements
- New Toyota pickup truck was received
- Speeding seems to be under control, and illegal parking has become the main reason citations are issued
- Employee turnover remains an issue. It remains hard to find people who are willing to work any shift on any day
- Once the Firehouse renovations are complete the Security Office will move from its current office in the Post Office
- Stakeholders Liaison: Doug Arent
  - The Agreement is currently being revised
  - Stakeholders should pay their share of the Jan Cooley gate refurbishment and maintenance

**GENERAL MANAGERS REPORT:** - Debra Haydn

- The Revitalization process for Legend Lakes is complete and has been approved by the Department of Economic Opportunity.
- Golf Cove Condo Documents have been amended and approved by their owners
- The Reflections gate was hit by a resident and suffered significant damage. The owner was cited. The keypad was destroyed and is currently on order this will be repaired once the key pad is received. We are experiencing RFID issues at this gate due to this impact

**NEW BUSINESS:**

A. Bay Point Logo

**MOTION:** By Catherine Seltzer Mitchell that the BPCA Board confirms the existing Bay Point Logo, (as currently displayed on the Jan Cooley gate) is the official Bay Point logo and that no such changes will be made without Board approval, second by Samantha Dring and unanimously approved.

The approved logo will be sent through John Townsend's firm for copywriting.

B. MOU Between BPCA & BP West

John Townsend gave the history of the powers and limitation of authority of Bay Point West. Walt Rankin suggested a Memorandum of Agreement (MOA) should be worked out. Catherine Seltzer Mitchell offered to meet with the president of BP West to initiate an agreement between both associations.

**OLD BUSINESS:**

**ADJOURNMENT:**

At 8:50 PM Catherine Seltzer Mitchell adjourned the meeting for a short break before calling to order the closed session of the board to discuss a personnel matter.

Respectfully Submitted  
Doug Arent, Secretary

**BPCA BOD Meeting  
Finance Committee Report  
May 2, 2022**

The Finance Committee meeting was held on Wednesday, May 2, 2022.

- Financials
  - The Controller reported financials as of March 31, 2022. Consolidated cash balances totaled **\$2.5 million**.
  - As of May 2, 2022, Accounts Receivable totaled **\$75,000**. Shutting of RFID's did result in many past due residents to promptly pay.
- Updates on Approved Items from Previous BOD Meetings
  - The committee followed up with management that the CD investment that was approved at the last BOD meeting has been completed.
  - Pending Infrastructure Projects
    - Redfish Pond
      - In progress with no financial changes at this time.
    - Front Gate Deferred Maintenance Project
      - In progress with no financial changes at this time.
    - Front Gate - Gate Arm Replacement/Purchase
      - Order placed and waiting on material. No financial change at this time.
    - 912 Cobia Drive
      - In progress with no financial changes at this time.
    - 132 Legends Lakes
      - Project has been completed.
- New Approval from Finance Committee
  - Infrastructure Projects
    - Approved proposal in the amount of **\$59,375.00** for Jan Cooley Gatehouse Renovation.
    - Approved proposal in the amount of **\$56,850.00** for Legends Gatehouse Renovation.
    - Approved proposal in the amount of **\$34,500.00** for a new roof on the Delwood Firehouse/Security Building.
  - Over Threshold Operational Items
    - Approval of extra work proposals totaling **\$10,893.94** from BrightView Landscaping for irrigation repair and Delwood Gatehouse Entrance landscaping maintenance updates.
    - Approval of pressure washing proposal from Spotless Pro Wash for all gatehouses and entrances (except Delwood Gatehouse) in the amount of **\$7,451.33**.



## SPOTLESS PRO WASH

850-400-8299

[www.sprowashfl.wixsite.com](http://www.sprowashfl.wixsite.com)

## ESTIMATE

Bay Point Community  
Association, Inc.

Date: **5/1/2022**

Estimate number: 202289

Estimates are only valid for 14 days due to material cost

**5% discount if all estimated work is completed at simultaneously.**

Description	Quantity	Unit Price	Cost
<b>Bay Point West Jan cooley gate</b>			
Pressure wash curbs by linear ft (from road to concrete drainage culvert)	919	\$1.70	\$1,562.20
Pressure wash pavers by (sq ft)	490	\$0.31	\$151.90
Soft wash gate house	1	\$500.00	\$500.00
Pressure wash and restore fountain and monument	1	\$360.00	\$360.00
<b>Bay Point West Rear gate</b>			
Pressure wash paver parking lot(sq ft)	2344	\$0.31	\$726.54
Pressure wash curbs (linear ft)	555	\$1.70	\$943.50
<b>Legend Hills Gate</b>			
Soft wash gate house	1	\$350.00	\$350.00
Pressure wash curbs from cross walk to road(linear ft)	808	\$1.70	\$1,373.60

Description	Quantity	Unit Price	Cost
Restore curbs as needed per (linear ft)	806	\$1.00	\$808.00
Pressure wash pavers	2179	\$0.31	\$675.49
Pressure washing- removing organic matter such as moss,dirt, and microbial growth.			
Restoration- removing mineral and oil stains.			
		Subtotal	\$7,451.33
		Tax	\$0.00
		Total	\$7,451.33

## Proposal for Extra Work at Bay Point Community Associatio

Property Name	Bay Point Community Associatio	Contact	Debra Haydn
Property Address	4000 Marriott Drive Suite C Panama City, FL 32408	To	Bay Point Community Association
		Billing Address	PO Box 27089 Panama City, FL 32411
Project Name	Bay Point		
Project Description	Owners gate		

### Scope of Work

Add bermuda to the front bed area where all the pine straw is. Add podocapus to fill in shrub line. Remove iris in two beds and fill in with bulbine and two other areas we will add more bulbine and flax lily. All areas that will be planted are seen below in pictures.

QTY	UoM/Size	Material/Description
3.00	EACH	pallets of bermuda
10.00	EACH	PODOCARPUS - 7 gal. Shrub/Perennial Installed
65.00	EACH	BULBINE - 1 gal. Shrub/Perennial Installed
20.00	EACH	FLAX LILLY - 3 gal. Shrub/Perennial Installed
1.00	EACH	freight
6.00	EACH	bales pinestraw

**Images**

pic 1



pic 2



**THIS IS NOT AN INVOICE**

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.  
9986 State Hwy 20 W Bldg 100, Freeport, FL 32439 ph. (850) 280-7040 fax (850) 267-0216



## Proposal for Extra Work at Bay Point Community Associatio

pic 3



pic 4



For internal use only

SO# 7784648  
JOB# 361706251  
Service Line 130

**Total Price**

**\$4,975.00**

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## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

### Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Property Manager

Signature

Title

Debra Haydn

April 13, 2022

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager Exterior

Signature

Title

James Leahy

April 13, 2022

Printed Name

Date

Job #: 361706251

Proposed Price: \$4,975.00

SO #: 7784648

## Proposal for Extra Work at Bay Point Community Associatio

Property Name	Bay Point Community Associatio	Contact	Debra Haydn
Property Address	4000 Marriott Drive Suite C Panama City, FL 32408	To	Bay Point Community Association
		Billing Address	PO Box 27089 Panama City, FL 32411
Project Name	Bay Point Irrigation Repairs Needed		
Project Description	Irrigation problems found during our irrigation inspection		

### Scope of Work

QTY	UoM/Size	Material/Description
1.00	EACH	1.5" Plastic Rainbird PGA Valve
<b>First Entrance</b>		
4.00	EACH	NOZZLE REPLACED - including labor - Zones 6,7,16
4.00	EACH	MP NOZZLE REPLACED - including labor - Zones 14,15
9.00	EACH	RELOCATE SPRINKLER - including labor - Zones 9,10,12,14
2.00	EACH	REPAIR BROKEN LINE (1 1/4" - 1 1/2") - including labor - Zones 3,7
2.00	EACH	REPAIR DRIP - including labor - Zones 1,7
1.00	EACH	6" SPRAY REPLACED - including labor - Zone 12
5.00	EACH	12" SPRAY REPLACED - including labor - Zones 6,11,14
3.00	EACH	4" ROTOR REPLACED - including labor - Zones 1,8
3.00	EACH	ADD 4" ROTOR - including labor - Zone 14
3.00	EACH	REPLACE 10" VALVE BOX - including labor - Zones 1,3
1.00	LUMP SUM	Troubleshoot decoder alarms on zones 17-19
<b>Battery Op</b>		
1.00	EACH	NOZZLE REPLACED - including labor - Zone 1
<b>Thomas Dr Gate</b>		
1.00	EACH	REPAIR BROKEN LINE (1 1/4" - 1 1/2") - including labor - Zone 1
9.00	EACH	MP NOZZLE REPLACED - including labor - Zone 4
2.00	EACH	ADD 6" SPRAY - including labor - Zone 4
2.00	EACH	RELOCATE SPRINKLER - including labor - Zone 1
2.00	EACH	12" SPRAY REPLACED - including labor - Zone 2
2.00	EACH	ADD 12" SPRAY - including labor - Zone 2
<b>Dragon Ridge Battery Ops</b>		
1.00	EACH	RELOCATE SPRINKLER - including labor - Zone 2
2.00	EACH	4" ROTOR REPLACED - including labor - Zones 1,3

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## Proposal for Extra Work at Bay Point Community Associatio

1.00	EACH	REPLACE 10" VALVE BOX - including labor - Zones 2
<b>Legend Dr</b>		
1.00	EACH	NOZZLE REPLACED - including labor - Zone 2
<b>Dragon Ridge South Timer</b>		
1.00	LUMP SUM	No Continuity on Wire Path - Troubleshoot and Repair
<b>Dragon Ridge Gate</b>		
4.00	EACH	NOZZLE REPLACED - including labor - Zones 4,5
1.00	EACH	RELOCATE SPRINKLER - including labor - Zone 3
1.00	EACH	4" ROTOR REPLACED - including labor - Zone 8
1.00	EACH	6" SPRAY REPLACED - including labor - Zone 6
3.00	EACH	12" SPRAY REPLACED - including labor - Zone 4
1.00	EACH	ADD 6" SPRAY - including labor - Zone 1
<b>Jan Cooley Gate</b>		
6.00	EACH	MP NOZZLE REPLACED - including labor - Zone 1
3.00	EACH	REPAIR DRIP - including labor - Zone 1
1.00	EACH	6" SPRAY REPLACED - including labor - Zone 5
1.00	LUMP SUM	Troubleshoot zones 2 and 3 both are inoperable
1.00	EACH	12" SPRAY REPLACED - including labor - Zone 6
<b>Garden Islands</b>		
11.00	EACH	NOZZLE REPLACED - including labor - Zones 2,6
3.00	EACH	6" SPRAY REPLACED - including labor - Zone 3,6
<b>Park</b>		
12.00	EACH	4" ROTOR REPLACED - including labor - Zones 3,4,5,8,9,10,11,12,13
<b>Dragon Ridge Rd</b>		
1.00	LUMP SUM	Pump Not Engaging - Replace Pump Start Relay
<b>Fairways</b>		
1.00	EACH	RELOCATE SPRINKLER - including labor - Zone 4

For Internal use only

SO#  
JOB# 361706251  
Service Line 150

**Total Price**      \$5,918.94

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3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
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12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

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16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

### Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Property Manager

Signature

Title

Debra Haydn

April 22, 2022

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Irrigation Manager

Signature

Title

Christopher T. Beason

April 22, 2022

Printed Name

Date

Job #: 361706251

Proposed Price: \$5,918.94

SO #:

**BPCA Board Meeting  
Infrastructure Committee Report  
May 9, 2022**

The Infrastructure Committee held its monthly meeting on Wednesday, March 27, and held a follow up meeting on Tuesday, May 3, 2022, in the BPCA office Conference room.

**APPROVED PROJECTS – UPDATES**

1. 132 Legends Lake Sinkhole Project – Completed.
2. 912 Cobia Project – Completed upon driveway cement pour scheduled for 5/6/22.
3. Resident Gate Arms Replacement – Not started yet. Supply chain delay. Anticipate receipt of (2) 10 ft LED, Breakaway Gates (Resident & Visitor), and the LED/Electrical kit, from vendor, Gorrie Reagan within next few weeks.
4. Redfish Pond Project – Project well under way. Pond has been rid of large debris resulting in favorably lowering of pond level. Piping is being placed. Working around fiber optic cables & PCB City water main/meter in course of piping. Anticipate completion in 1-2 weeks.
5. Resident (Main) Gatehouse Renovation – Renovation is underway. Gatehouse roof is replaced, and all but 1 tower cap. Rotted wood replaced in roofs/caps, tops of entry walls. New stucco and caps on entry wall starting week of May 2<sup>nd</sup>. Then followed by canopy replacements (3), external gatehouse walls, inside painting, electrical inside, shelving, AC, bathroom counter, replacement (2) sliding doors (200 mph impact glass). Target completion date of Memorial Day, however lead time on doors may extend beyond.

**OTHER PROJECTS – UPDATES**

1. Asphalt Caps – Completed. The six identified broken or open asphalt areas in roads in Bay Point have been capped by the City of PCB.

**MAJOR PROJECTS FOR APPROVAL**

1. Jan Cooley Gate House – West Jan Cooley Bid  
There are multiple issues due to age, neglect and decay requiring renovation, including but not limited to
  - (a) Eroding stucco requires recoat of layers of Acrylic Sand finish stucco system,
  - (b) Remove/replace damaged sliding doors,
  - (c) Remove damaged overhang above slider, patch and stucco,
  - (d) Rework interior i.e., Drywall, base cabinet, counter top replacement, electrical box, etc.,
  - (e) New Roof (match main gatehouse),
  - (f) Paint interior.

Additionally, this gate renovations would not only

- (a) match the main Resident gate house, but it also
- (b) provides a long-term building improvement,
- (c) provides a professional and upgraded functional area for our security personnel, and morale booster, and
- (d) aesthetically provides an updated, premier look consistent with other elite residential communities.

Cost of project is \$ 59,375.00. This project has been approved by the Infrastructure and Finance Committees. (Motion to come from Board)

2. Legends Gate House – East Jan Cooley Bid

There are multiple issues due to age, neglect and decay requiring renovation, including but not limited to

- (a) Replace sliding doors with high impact, high traffic doors,
- (b) Remove/replace roof with standing seam system (matching main gate and Jan Cooley roofs),
- (c) Remove roofing materials from entry walls, replace with decorative stucco hard coat cap, painted,
- (d) Paint interior and exterior of structure,
- (e) Replace splintering, eroded bathroom door.

Again, the Legends gate renovation would

- (a) match the main Resident gate house and Jan Cooley gate house,
- (b) be a long-term building improvement,
- (c) provide a professional/upgraded functional area for our security personnel, and morale booster, and
- (d) aesthetically provides an updated, premier look consistent with other elite residential communities.

Cost of project is \$ 56,850.00. This project has been approved by the Infrastructure and Finance Committees. (Motion to come from Board)

3. Security/Firehouse Building Roof Replacement

There are multiple issues with the very old, flat roof, including rotted wood, and leaks requiring replacement of rotted wood, decking replacement, replacement of current roof with new snap lock metal panels, duro-last roofing system, install/tie in metal edges.

Cost of project is \$ 34,500.00. This project has been approved by the Infrastructure and Finance Committees. (Motion to come from Board)

Once the roof is replaced, there will be redesign consideration for the interior of the Security building requiring replacement/repair of this aged, decaying and neglected structure for improved functionality, office upgrade, and improved storage capacity.

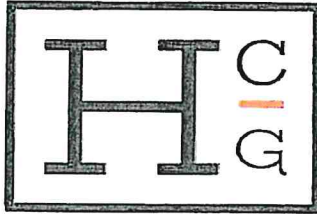
#### **PENDING/ONGOING PROJECTS**

- 2. Road Striping – There have been further discussions on the need for road striping for safety and aesthetics throughout Bay Point. Another review is being done regarding a systematic plan of restriping. A bid was received, however, may need updated and the striping may come in phases thereby segmenting the bid
- 3. Dragons Ridge Road Fence Replacement – Further investigation is needed to determine fence ownership and replacement for demarcation & separation of Bay Point and Sanctuary Beach residential communities.

#### **OTHER INFORMATION**

- 1. The BPCA office continues to manage a listing of all ongoing Infrastructure Projects on the Project Worksheet. Please call the BPCA office to log any issues or follow-up on the status of an infrastructure matter.
- 2. Additionally, the BPCA Office will continue to be the primary point for communications for the Residents/Homeowners of Bay Point.

Respectively submitted,  
Kerry McLane  
BPCA Infrastructure Committee Chair



# Horsley Construction Group, Inc

**Proposal for:**

West Jan Cooley Gate House

Horsley Construction Group, Inc

1764 Lisenby Ave

Panama City, FL 32405

FL CGC 1525380

FL CMR MRSR 2166

FL CCC 1333195





## Horsley Construction Group, Inc

1764 Lisenby Avenue

Panama City, FL 32405

(850) 215-4472

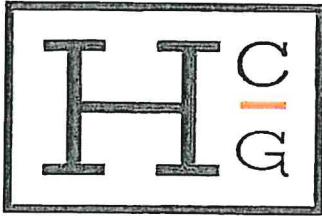
Property: West Jan Cooley Gate House

Horsley Construction Group proposes to provide all labor and materials to complete the below proposal at 7948 Front Beach Rd, Panama City Beach, FL 32407 in accordance with the following scope of work:

- 1- Recoat entire Gate house with colored hard coat Acrylic Fine Sand finish stucco system.
- 2- Remove and replace two sliding doors with impact high traffic doors.
- 3- Remove damaged overhang above slider, to be patched and covered with stucco system.
- 4- Rework interior as required, drywall, base cabinet, and new top
- 5- Paint interior throughout.

**Total Job Cost: \$59,375.00**

**NOTE: The above pricing has been prepared to reflect the current material and construction cost.**



**Horsley Construction Group, Inc**  
**1764 Lisenby Avenue**  
**Panama City, FL 32405**  
**(850) 215-4472**

NOTE: Due to the current supply chain issues and overall demand for building materials,  
This proposal is good for 10 business days from date sent.  
The supply chain issues mentioned above are subject to cause delays on long lead time items as well.  
Any lead time item should be ordered immediately upon signing of contract and received deposit.

OWNER: 50% due upon signature and approval, 50% due upon completion and final walkthrough.

**Horsley/HCG Manager:**

Signature:

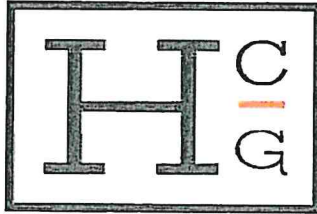
Date:

5-4-22

**Owner:**

Signature:

Date:



# Horsley Construction Group, Inc

## Proposal for:

East Jan Cooley Gate House

Horsley Construction Group, Inc

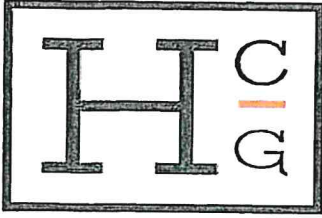
1764 Lisenby Ave

Panama City, FL 32405

FL CGC 1525380

FL CMR MRSR 2166

FL CCC 1333195



**Horsley Construction Group, Inc**  
1764 Lisenby Avenue  
Panama City, FL 32405  
(850) 215-4472

Property: East Jan Cooley Gate House

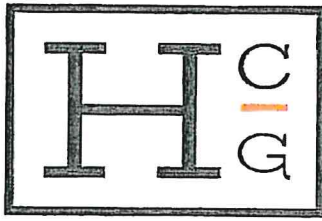
Horsley Construction Group proposes to provide all labor and materials to complete the below proposal at 7948 Front Beach Rd, Panama City Beach, FL 32407 in accordance with the following scope of work:

- 1- Remove and replace existing roof system with standing seam system.
- 2- Replace two sliding doors, with high impact, high traffic doors.
- 3- Remove roofing materials from entry walls and replace with decorative stucco hard coat cap, painted to selected color by board.
- 4- Paint interior and exterior of structure, to selected colors by board
- 5- Replace Interior Door.

**Total Job Cost: \$56,850.00**

**NOTE: The above pricing has been prepared to reflect the current material and construction cost.**





**Horsley Construction Group, Inc**  
**1764 Lisenby Avenue**  
**Panama City, FL 32405**  
**(850) 215-4472**

NOTE: Due to the current supply chain issues and overall demand for building materials,  
This proposal is good for 10 business days from date sent.  
The supply chain issues mentioned above are subject to cause delays on long lead time items as well.  
Any lead time item should be ordered immediately upon signing of contract and received deposit.

OWNER: 50% due upon signature and approval, 50% due upon completion and final walkthrough.

**Horsley/HCG Manager:**

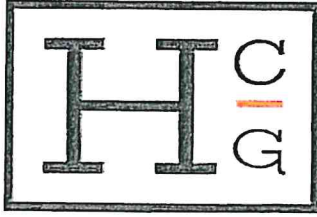
Signature:

Date: 5-4-22

**Owner:**

Signature:

Date:



# Horsley Construction Group, Inc

**Proposal for:**

Security Building Roof

Horsley Construction Group, Inc

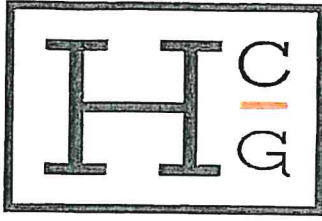
1764 Lisenby Ave

Panama City, FL 32405

FL CGC 1525380

FL CMR MRSR 2166

FL CCC 1333195



**Horsley Construction Group, Inc**  
1764 Lisenby Avenue  
Panama City, FL 32405  
(850) 215-4472

Property: Security Building Roof

Horsley Construction Group proposes to provide all labor and materials to complete the below proposal at 7948 Front Beach Rd, Panama City Beach, FL 32407 in accordance with the following scope of work:

Remove existing mansard metal on security building down to existing deck. Inspect decking for damaged or rotten wood. Replace decking at \$5 a sq ft as needed. Install new peel n stick underlayment. Remove existing flat roof down to deck. Repair any damaged or rotten wood. Install new snap lock metal panels to mansard. Install new single ply durolast roofing system. Install edge metal to tie the two roofing systems together.

**Total Job Cost: \$34,500.00**

**NOTE: The above pricing has been prepared to reflect the current material and construction cost.**

