# BERMUDA GREENS CONDOMINIUM ASSOCIATION INC BOARD OF DIRECTORS

Board of Directors Meeting 6/3/25, 11:00am

# **Unapproved Minutes**

Onsite at the BG clubhouse, 13136 Castle Harbour Dr., and via a Zoom conference link

Present:

Board members: Dan Ryan, Lorrie Beaumont, Gary Dunn and Scott Fisher via Zoom and Melissa Fogarty onsite

Sara Catlett: Catlett Association Management (CAM) Management onsite

Via Zoom: 29 attendees

Present at the clubhouse: 31 attendees

- 1. Meeting was called to order by Lorrie Beaumont at 11:08am (late due to some technical issues with Zoom)
- 2. Sara Catlett stated that Proof of Notice was established
- 3. A quorum of board members was established at 5.
- 4. Minutes from the BOD meeting of 5/13/25 were presented for approval. Scott made a motion to approve; it was seconded by Melissa. It was approved by a vote of 5-0.
- 5. Treasurers Report
  - a. A written report was provided by Bob Giese, treasurer, which he reviewed. The report will be attached to these minutes for the record. Bob stated that the report was based upon the April 30, 2025 statement received from CAM.
  - b. Gary asked some questions about the March financial as a follow-up to an email that he had sent to Sara and Bob back on 5/12/25. Sara had provided some answers in an email on 6/3/25 but Gary had some specific questions for Bob about certain line-item expenses that had not been answered.
  - c. There were questions from several owners about the expenses vs. budget YTD and also how the bill paying process was handled between CAM and the BG Treasurer.
  - d. Sara stated that the 2024 audit had been received and was posted to the Bermuda Greens (BG) website.
  - e. Michele Willams, an owner, present to Sara a packet she created for the board with various questions concerning the 2024 BG financials and the 2025 budget. Sara will distribute copies electronically to the board members. Michele will make the packet available to any owner who wants one.
  - f. Lorrie asked for a motion to accept the report. Gary so motioned and Scott seconded. The motion passed 5-0.
- 6. Manager's Report
  - a. Sara (CAM) stated there is one lease pending for unit G11 and one sale pending for unit F11. She also stated that there were four ARC applications pending approval.
  - b. Gary asked why we weren't using the CAM software (CINC) to store and track the ARC applications and approvals. Sara said we would be moving to it at some point in the future.
  - c. Gary asked where the documents from the office were being stored during the clubhouse renovation. Sara said they were boxed up at this time but were still in the clubhouse office. She will decide where to move them before the clubhouse project begins.

- 7. Old Business
  - a. An update on the clubhouse project was provided by Sue Giese, LTP chair. It will start on June 9th and complete by the end of July. The door lock will be changed during construction and she reminded owners to not enter the clubhouse during the project.
  - b. It was determined that the contractor will adhere to BG rules and not start before 8:00am.
- 8. New Business
  - a. Sara said she spoke with Susan Miller, president of Imperial Gardens (IG), and that Susan had provided a survey that was previously done for IG that addresses the area of property where the bocce court is currently situated. Sara said Susan is amenable to having a written agreement stating that as long as the bocce court becomes no larger and no other items get added to the area that BG can continue to keep it and use it where it currently is located.
  - b. There was discussion between board members and it was agreed that the written agreement be developed and approved by our attorney.
  - c. Lorrie made a motion to approve a \$1500 expenditure to have Benchmark provide BG with a survey of the bocce court area. Gary seconded. The floor was opened for discussion among the board members. The board members all agreed with the need for the survey and a legally written document for the use of the land so this issue can be resolved permanently. The floor was opened to the owners for comment or questions. Lorrie then asked for a vote from the board members on the motion. The motion passed 5-0.
  - d. Gary presented some research he had done concerning the proper use of reserve funds for a condominium association according to Florida Statutes. He believes that since the bocce court is not a listed item on our reserve study nor identified as such in our common elements that no funds from the reserve accounts can be used to replace it, which was approved by board action back in May. He made a motion to table the bocce court replacement project and contract until the funding issue and the property line issue can be clarified and resolved by legal counsel. Lorrie seconded the motion. There was board discussion. Scott ask to amend the motion adding that the issue be resolved by 7/30/25. Gary agreed to the amendment. There was some comments from the owners. The amended motion was passed 5-0.
  - e. Sara reviewed the AFC Electric quote of \$2,323 to repair the lights and electric issues at the entrance road to BG. The board unanimously agreed to have Sara move forward with this work ASAP.
  - f. Lorrie presented a quote from the contractor R3 of \$2,100 to update the BG Windstorm Loss Mitigation report. Our current report is outdated and needs to be revised to meet insurance needs for all owners. Dan made a motion to approve the \$2,100 expenditure. Gary seconded. There was no discussion. The motion passed 5-0.
  - g. There was a comment from an owner requesting better communication from the board to the owners. Melissa asked that we add an item to the July board meeting to discuss addressing some form of monthly communication, like the former Bugle newsletter, to help keep owners updated on issues within BG. She agreed to help spearhead this item.

## 9. Adjournment

a. Lorrie asked for a motion to adjourn at 12:37pm. Scott made the motion and Melissa seconded. It passed by a vote of 5-0.

Respectfully submitted,

Gary Dunn - Secretary

This report is through April 30, 2025

The operating account is \$921,665.23 and the reserve account is \$700,582.16 of which \$214,320.66 is a CD, and \$95,125 is earmarked for clubhouse renovation, and\$35,890 has been approved for Bocce court renovations. The 2025 year end reserves will be \$355,147 current balance plus \$137,823 balance for 2025, totaling \$492,970 cash on hand.

Legal expenses were higher than anticipated but still within the annual budget. There were above average water and electric bills for 2 separate buildings that were investigated.

Current expenses are within the annual budget parameters and the community is in good financial shape.



То:	Catlett Association Management Sara Catlett 27499 Riverview Center Blvd. Ste. 134 Bonita Springs, FL 34134 239 444-1721
Project Name: Project Address: Date:	Bermuda Green Lights Power Restoration Bermuda Greens 13136 Castle Harbor Naples, FL 34110 5/28/2025

## **Request For Proposal**

We hereby submit the following proposal and will supply all labor and misc. materials to install the following:

### Bermuda Green Light Power Restoration

- Replace damaged sub panel with new Nema 3R sub panel and breakers
- Replace broken and damaged in ground boxes with new.
- Refeed pole lights and bypass broken underground UF wire.
- Replace broken GFCI conduit poles with NEC correct perma-post with weather resistant covers and devices.
- Remove silicone covers on pole lights and replace them with curved pole light covers.
- Replace damaged photo with new.

Total Installation Price:\$ 2,323.00A 50% deposit is required before work can begin.

Signature by authorized member of the Sawgrass HOA hereby agrees to scope of work, prices, payment terms, and terms and conditions.

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

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

PROPOSAL/CONTRACT: TERMS AND CONDITIONS

Due to fluctuation of materials, labor, and fuel costs, proposals are valid for a period of 30 days from the proposal date. Contracts dated more than 30 days after this proposal date are subject to revision and/or a change order for the difference in price.

If this proposal is not accepted within 30 days of the date set forth, it may be expired at the discretion of AFC Electric, Inc. This proposal may be withdrawn any time before written acceptance.

In the event party submitted to does not request work to begin and/or the project is not in good condition to commence the work within 30 days after the acceptance of this proposal or a contract, AFC Electric, Inc. shall have the option to terminate this proposal / contract.

If any item incurs a price increase of 5% or more between this proposal date and the date of installation, the increase will be passed on to our customers.

All invoices are due upon receipt. Overdue accounts will be charged a late charge at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is less.

It is agreed that payment to AFC Electric, Inc. shall not be withheld due to any delay or failed payments to the party to which the contract is written.

Electrical shall be installed to standards of the National Electric Code and warrantied for one year. No other warranties are expressed or implied in this contract.

All branch circuits will be installed in EMT, PVC and/or MC cable where the NEC permits. AFC Electric, Inc. will not be responsible for any revisions necessary due to this change.

AFC Electric, Inc. is not responsible or liable in any way, for any part, of the existing electrical system and will charge for all time, labor, and materials required to troubleshoot and/or correct issues with existing electrical systems.

AFC Electric, Inc. shall make holes in the building to gain access for routing cables & conduit and shall <u>not</u> be held liable in any way for labor or costs incurred for painting, texturing, repairing walls, concrete patching, or ceilings. Back charges associated with such will be refused.

Permits, inspections and/or plans cost (and/or penalties) required for this work are the responsibility and liability of the party submitted to whom proposals are written.

Party submitted to shall give written notice of a back charge to AFC Electric, Inc. within ten days of the act giving rise to a back charge. If no such notice is given within the ten-day period, the back charge shall not be allowed. No moneys may be deducted from a contract, invoice, or payment without AFC Electric, Inc. agreeing to the legitimacy of said back charge.

Substitution of Materials: AFC Electric, Inc. may substitute materials without notice to the Owner/General in order for work to proceed, provided that substituted materials are of no lesser quality. Should planned material not be available due to supply shortage, a greater quality item may be required at a higher price. The increase in price will be passed along to the customer.

Delay: AFC Electric, Inc. will be excused for any delay beyond our control. These delays may include, but are not limited to Acts of God, labor disputes, inclement weather, acts of owner or public authority, or other unforeseen contingencies.

Right to Stop Work: If any payment under this contract is not made when due, AFC Electric, Inc. may suspend work on the job until such time as all payments have been made. Any failure to make payment is subject to a claim against the property.

Malicious mischief and vandalism on the job is the responsibility of the party submitted to. AFC Electric, Inc. shall not be responsible for any damage resulting there-from. Party submitted to shall carry needed insurance.

In the event any part to this Contract commences any action, legal or otherwise, to collect the contract price, the prevailing party shall be entitled to recover attorneys' fees and all other costs incurred in connection with the action.

The language of all parts of this contract shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. No provision shall be deemed dependent upon any other.

If any provision of this contract is held by an arbitrator or court to be unenforceable, invalid or illegal, said provision shall be deemed to be deleted and shall not affect the validity of the remaining provisions of this contract.



### **PROPOSAL / ENGAGEMENT LETTER**

June 3<sup>rd</sup>, 2025

Bermuda Greens Condominium Association Bermuda Greens Boulevard, Hamilton Harbour Drive & Castle Harbour Drive Naples, FL 34110

Subject: Windstorm Loss Mitigation Inspections

Dear Bermuda Greens Condominium Association:

Thank you for your interest in selecting R3 of Florida to assist you with your inspection needs. This letter confirms the terms of our possible engagement with you and the nature and extent of services we will provide.

We would conduct the required inspections and complete the necessary mitigation forms for the current insurance company. During the inspections, interior and exterior digital photographs will be taken to capture the mitigation features of each structure. We will then submit the mitigation forms and photographs to your management company and/or insurance broker/company for processing. It is your responsibility to provide R3 of Florida updated information regarding any of the structures that may be pertinent to the inspections. This information may be necessary to prove the accuracy and completeness of the mitigation forms.

R3 of Florida proposes to the board for the fee associated with the inspections, forms completion and submission:

R3 of Florida will inspect the twenty-one (21) structures and complete the mitigation forms for a flat one-time fee of \$2,100.oo (\$100.oo per structure inspection). <u>The Clubhouse will be provided free of charge.</u> Payment is due within 15 days from the completion of the inspections.

R3 of Florida, LLC will and guarantees to conduct the specified inspections on or prior to a mutually agreeable date. A computer compact disk or e-mail containing the necessary inspection documents (mitigation reports & photographs) will be provided to the Bermuda Greens Association's Management Company and/or a designee within ten (10) business days from the inspection's completion date.

Additionally, a computer compact disk or an e-mail will be made available to the Bermuda Greens Association homeowners by providing it to the management company and/or a designee. The documents can be utilized by the homeowner's personal insurance company for the processing of any pertinent mitigation discounts.

To affirm that this letter correctly summarizes your understanding of the arrangements for this work, please sign this letter in the space indicated below and return it to us.

We appreciate your confidence in us. Please call if you have questions.

Sincerely,

AC

Richard Davis - Owner R3 of Florida, LLC Insurance Inspection Services P.O. Box 152205 Cape Coral, FL 33915

\*(A Property Manager and/or Association Representative must sign prior to commencement of services)\*

Accepted By:

(P/M)\_\_\_\_\_

(A/R)\_\_\_\_\_

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