

**Barefoot Bay Recreation District
Regular Meeting of the Board of Trustees**

Friday, May 11, 2018

1:00 PM

1225 Barefoot Boulevard, Building D/E



BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting
Friday, May 11, 2018 at 1 P.M.
Building D&E

AGENDA

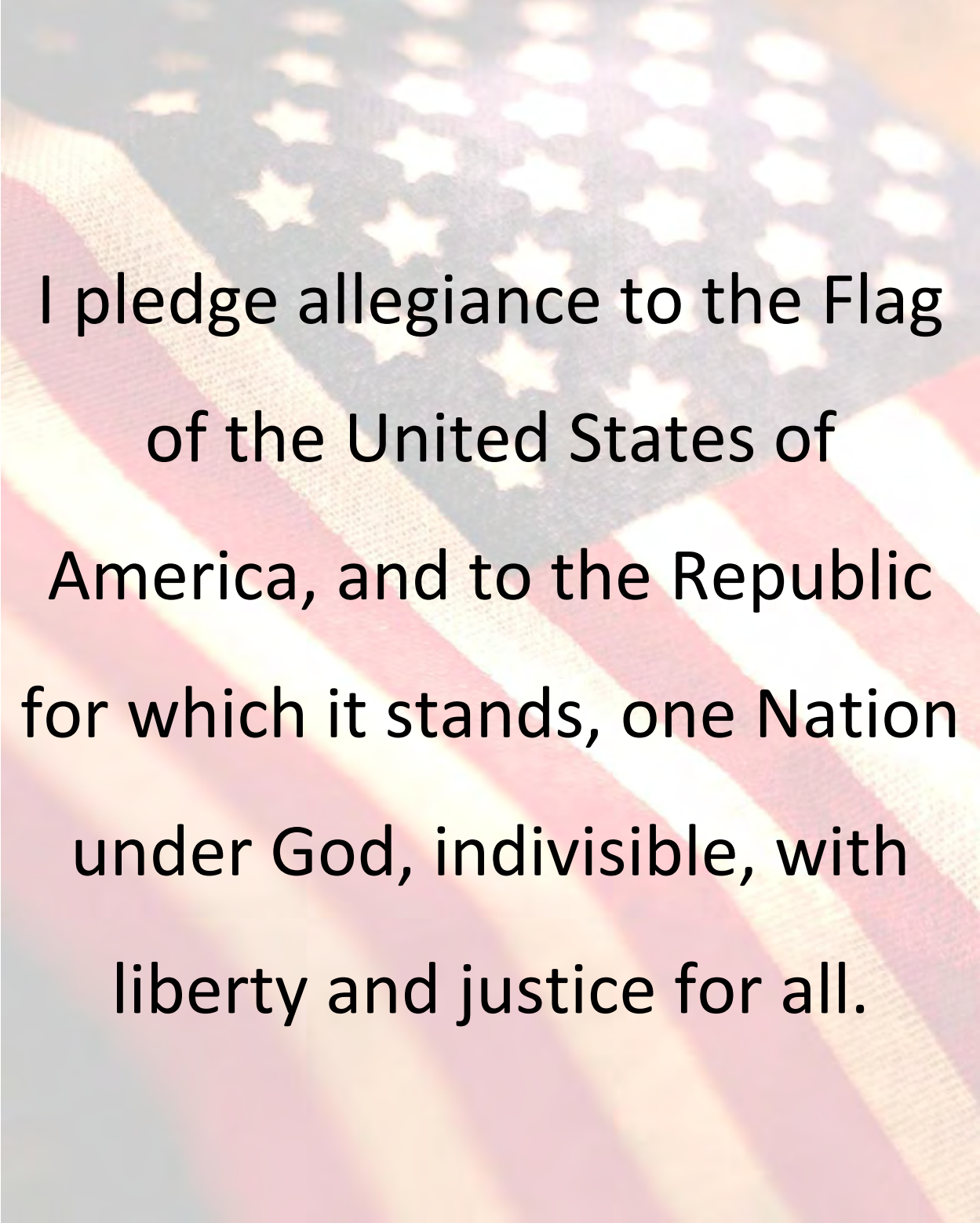
Please silence all electronic devices

1. Thought for the Day
2. Pledge of Allegiance to the Flag
3. Roll Call
4. Presentations and Proclamations
5. Approval of Minutes
6. Treasurer's Report
7. Audience Participation
8. Unfinished Business
 - A. FASD
 - B. Update on Golf Signs on US1
 - C. Recap of D&E Complex as Understood by Trustee Cavaliere
 - D. Employee Incentive Program
 - E. Fireworks Proposal
9. New Business
 - A. Parking Issues at Softball Field
 - B. Responsibility of Committee Members Making Public Statements
 - C. Micco RV Storage Lot CCTV Repair/Replacement
 - D. Replacement Mower
10. 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.

Thought of the Day





I pledge allegiance to the Flag
of the United States of
America, and to the Republic
for which it stands, one Nation
under God, indivisible, with
liberty and justice for all.

Roll Call

Trustees

Chairman - Mr. Lavier

1st Vice Chair - Mr. Diana

2nd Vice Chair – Mr. Wheaton

Secretary - Mr. Klosky

Treasurer - Mr. Cavaliere

Also Present

General Counsel- Cliff Repperger, Jr., Esq.

Community Manager - John W. Coffey

District Clerk - Dawn Myers

Presentations

Approval of Minutes



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting

April 13, 2018

1 P.M. –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District held a Regular Meeting on April 13, 2018 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. Lavier 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. Cavaliere.

Roll Call

Present: Mr. Lavier, Mr. Diana, Mr. Wheaton and Mr. Klosky, and Mr. Klosky. Also present: John W. Coffey, Community Manager, Cliff Repperger, General Counsel, and Dawn Myers, District Clerk.

Presentations

Sue Cuddie, Resident Relations/HR Manager Retirement

On behalf of the Board of Trustees Chairman Lavier presented Ms. Sue Cuddie with a Distinguished Service Award for her service to the District over the last 10 years. Ms. Cuddie affirmed that she thoroughly enjoyed her years assisting residents and staff in the Bay and will miss working in this community.

Minutes

Mr. Diana made a motion to approve the minutes from March 27, 2018. Second by Mr. Cavaliere. Motion carried unanimously.

Treasurer's Report

Mr. Cavaliere read the Treasurer's Report for April 13, 2018.

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

Audience comment On Agenda Items

Ms. Roberta Kessler stated her concerns about the cleanliness of the buildings and inquired about who runs the community, whether it is the Board of Trustees or the Community Manager. She specifically had complaints about the cleanliness of the bathrooms in the buildings and on the golf course, the tables and chairs in Building A as well as the walkway in front of 19th Hole. She also commented on the absence of bathrooms at the BBRD Beach and suggested any money spent on new activities on the Bay, such as fireworks, should be applied to update cleanliness in the community buildings first.



BAREFOOT BAY RECREATION DISTRICT

Ms. Jeanne Osborne asked that the Board please keep the residents informed about plans to demolish Building D/E to construct a new building. She maintained that the expense to replace Building D/E with a new building complex is a heavy one to place on the residents. She asked that the Board please reconsider this since there are many buildings that are open during the summer and this proposal has not proven to be justified.

Ms. Carol Joseph asked for approval to place a 2nd Little Library in the community as the first one has been very successful. She also asked for approval to provide information on any updates regarding the library such as the current fundraiser and upcoming events. Board consensus to add a second Little Library in the community.

Unfinished Business

2002 Diner Lease Assignment Decision

Mr. Cavaliere stated his position regarding the Board decision last meeting while he was excused to provide 50% off of three month's rent to the new owners of 2002 Restaurant. He explained that he was disappointed to hear a Board member coaching the store owner into asking for a discount on their rent. In the past few years, he stated we have raised golf fees, storage fees, social membership fees and assessments, and speaking as a resident we should not be working to give reductions in our leases. He maintained that for the record, he would not have agreed with the decision to allow the lease reduction were he present at that meeting.

Mr. Wheaton stated that the reasoning behind that decision was to assist the new owner in establishing a successful business since they were starting up during a slow time in the season. Mr. Diana and Mr. Lavier both agreed that the approval was in the spirit of community support as the new owner is planning to invest a lot of money into cleaning up and upgrading 2002 Restaurant. Mr. Klosky agreed that in the past we have helped new residents establish themselves in the shopping center and this was no exception.

Fireworks over the Bay Discussion

Continued from the last meeting Mr. Lavier re-presented the proposal to have the Food & Beverage Manager and the Property Services Manager explore the concept to provide fireworks for the residents of Barefoot Bay as part of the Sunday Street Party on July 1, 2018.

Ms. Kathy Mendes gave two quotes she received from fireworks vendors; Fireworks Florida and Zambelli's Fireworks. Fireworks Florida offered a 7-11 minute show for \$7500 and \$11,000 for 11-18 minute show. Zambelli's is roughly \$1,000 a minute but will work within whatever budget has been established.

Mr. Lavier asked if HOA would be willing to help with expenses. Mr. Roger Compton stated that the residents have shown interest in enjoyable events such as the festival and the fireworks. He stated that he couldn't say specifically right now about a donation but would take the topic back to HOA Board for their input.

Mr. Cavaliere made a motion to proceed with exploration of the fireworks display and bring the information back to a subsequent meeting. Second by Mr. Diana. Mr. Klosky opposed. Motion carried 4-1.



BAREFOOT BAY RECREATION DISTRICT

Mr. Cavaliere made a motion to provide \$10,000 seed money to help fund the fireworks display and have the money replaced with contributions from fundraisers. Second by Mr. Diana. Motion carried unanimously.

Mr. Cavaliere made a motion to approve Zambelli's Fireworks as they have a 10 million-dollar insurance policy. Second by Mr. Wheaton. Motion carried unanimously.

ABM Contract Extension

Staff was directed in January of this year to pursue the contract extension terms with ABM and if it was not satisfactory then we would go out for RFP.

Mr. Diana was in favor of the contract extension and stated that the golf course looks better than it has in a long time. Mr. Wheaton commented on weeds and inquired about replacing the greens. Mr. Ernie Cruz replied that weed control does not differ from one contractor to the next as the grass is growing in a specific progression. He explained that weeds are a fact of life on the course and the different weeds that come up are addressed as they appear. Discussion ensued regarding greens maintenance.

Mr. Klosky made a motion to approve the Renewal and Amended Service Agreement with ABM for golf course, softball field and lawn bowling maintenance services and authorize Chairman Lavier to sign the agreement. Second by Mr. Diana. Mr. Wheaton opposed. Motion carried 4-1.

New Business

Selection of Projects to be Financed

Mr. Coffey proposed that the Board redefine the list of projects to be considered for financing. He presented two lists for the Trustees to choose from and an option to create a new list. He recommended consideration of the storage unit on Falcon Drive as this particular project will require a referendum.

Mr. Cavaliere made a motion to remove the Storage Unit for Falcon Drive from both lists. Second by Mr. Wheaton. Motion carried unanimously.

Mr. Diana made a motion to use list F2 minus the storage unit from Falcon Drive to bring the total to 9.1 million. Second by Mr. Diana. Mr. Wheaton and Mr. Klosky opposed. Motion carried 3-2.

Mr. Wheaton commented on the golf course irrigation project and repaving the Micco storage lot which in his opinion were both unnecessary.

Financing Options

BBRD Financial Advisor, Mr. Clark Bennet presented two financing options for the Board to choose from; Tax Exempt Loans or Long-Term Bonds. He explained that a Long-term bond contains other aspects such as Bond Counsel, an Underwriter and an Underwriter Counsel. Both options require validation according to Mr. Bennett. He explained that the maximum payout for any year on a 30-year Bond will be \$625,000 and on a 15-year loan the maximum payout in any year would be \$848,000.

Ms. Jeanne Osborne commented on her approval of the longer pay back period as future residents can help pay for it rather than placing the entire weight of the financing on the residents today.

Ms. Louise Crouse asked if there is an advantage to borrowing for the projects as needed rather than taking out an exorbitant loan for an established project list that may change with changing Boards. She stated that she is concerned about lumping all the projects together and financing all projects at one time



BAREFOOT BAY RECREATION DISTRICT

when those projects are subject to change. Mr. Bennett stated that borrowing in “piecemeal” fashion requires more in fees while interests rates will vary.

Mr. Jack Reddy stated that, in his opinion, it seems like the assessment will increase at least \$10 or more for a loan of this amount and he is not in favor of the Board approving it without a collective vote from the residents.

Mr. Cavaliere made a motion to proceed with the 30-year Bond Issue. Second by Mr. Diana. Mr. Klosky and Mr. Wheaton opposed. Motion carried 3-2.

Mr. Diana requested an explanation regarding the opposition of the vote for the long term bond.

Mr. Klosky stated he is not in favor of either option.

Mr. Wheaton stated that if the projects to be financed were whittled down to a lower number he would consider a bank loan that does not raise the assessment fee.

Bond Counsel Contract

At the January 22nd BOT workshop, the need for BBRD to hire a Bond Counsel to facilitate the financing of certain capital projects was discussed. By consensus, the BOT asked SDS personnel to research available bond counsels and bring a proposed contract to a future meeting. Staff presented a proposal from Mr. Mark Mustian with Nabors Giblin & Nickerson. Mr. Jason Pierman clarified that the counsel fees are only contingent on the Bond Issue going forward.

Mr. Cavaliere made a motion to authorize Bond Counsel with Nabors Giblin & Nickerson. Second by Mr. Diana. Mr. Klosky opposed. Motion carried 4 -1.

Community Manager and SDS Evaluations

Mr. Klosky reviewed the evaluations for the Community Manager and BBRD Management Company, SDS, which was recently completed by the Board of Trustees. He was pleased to report that overall Mr. Coffey and SDS received excellent feedback from the Trustees.

Mr. Diana made a motion to accept the evaluations as presented. Second by Cavaliere. Motion carried unanimously.

Mr. Lavier thanked Mr. Coffey and SDS for their hard work in managing Barefoot Bay’s operations.

ARCC Guidelines

Mr. Tom Nelson, Vice Chair of the ARC Committee reported on the changes to the ARCC Guidelines. He believes they are simplified and thanked Ms. Sue Cuddie for her help in revising them. Mr. Cavaliere stated that some aspects of the Guidelines were a little vague. He wasn’t in favor of voting on the Guidelines at this meeting and questioned if this should be reviewed by General Counsel. He did not understand how ARCC can create a set of rules by committee vote only.

Mr. Cavaliere made a motion to bring the ARCC Guidelines to a workshop. Second by Mr. Diana.

Mr. Rich Armington requested clarification regarding the need for Board approval of the Guidelines. He was under the assumption that this was a finished document presented to the Board as adopted. He stated that he planned, beginning Monday, April 16, 2018, for the ARCC Guidelines to be put into effect. General Counsel clarified that the DOR does state that the ARCC can promulgate regulations in BBRD without approval by the Board. However, he went on to expand that the DOR also states that any disputes between the residents and the ARCC Guidelines can be brought before the Board for review.



BAREFOOT BAY RECREATION DISTRICT

Mr. Ken Reed, Chairman of ARCC, addressed Mr. Cavaliere and stated that he is always available if he has a need for clarification on any part of the Guidelines.

Mr. Tom Nelson stated that the ARCC has spent weeks trying to simplify the Guidelines so they explain the DOR sufficiently and felt that it was shortsighted to suggest that they are vague. Mr. Cavaliere withdrew his motion to workshop the Guidelines.

Unused Shuffleboard Courts

Mr. Roger Compton stated that a majority of the Barefoot By the Lake Planning Committee has recommended that the district convert the unused shuffleboard courts to green space and redirect the proposed mini golf project to the area behind the HOA.

Mr. Diana made a motion to leave the shuffleboard courts as they are and proceed with the mini golf project in the area already planned. Second by Mr. Cavaliere. Motion carried unanimously.

Seasonal Groundskeeper Positions

Staff requested adding two seasonal (5 months) 40-hour a week positions to the Grounds Sub-department FY18 Budget to help raise the service level to the expectations of the residents. A Decision Point is included in the FY19 Working Draft Proposed Budget to make these positions a permanent part of Property Services staffing.

Mr. Klosky made a motion to approve the addition of 0.85 FTE Groundskeeper positions to the FY18 Budget and authorize staff to bring a budget amendment back at a future meeting to move the required budget to Property Services: Grounds Sub-department. Second by Mr. Cavaliere. Motion carried unanimously.

Request for Waiver of Guest Pass Requirement

Ms. Kim Kopet of the Multiple Sclerosis Support Club, stated that the club members come there for help and support. She stated that these members are not well and survive only on social security she asked that the Board please consider waiving the non-resident fee for this club.

Mr. Cavaliere made a motion to waive the guest pass fee for the Multiple Sclerosis Support Club. Second by Mr. Diana. Motion carried unanimously.

Manager's Report

Resident Relations

ARCC Updates

- The ARCC met 27Mar18 to the review of the ARCC guidelines and approved all changes made and forwarded the new guidelines to the BOT. No further review meetings are scheduled at this time.
- The ARCC met on 3Apr18. There were 40 permits on the agenda, 34 were approved, 4 extensions were granted and 2 denied
- The ARCC will meet on 17Apr18 at 9am in the HOA office. There are 30 permits on the agenda.

Violations Committee Updates

- The Violations Committee met on 23Mar18. There were 14 cases on the agenda for that meeting. 5 cases came into compliance prior to the meeting. 9 cases were found in violation.
- The Violations Committee will meet on 13Apr18 at 10am.



BAREFOOT BAY RECREATION DISTRICT

Food & Beverage

- **Mother's Day Brunch update** – Tickets for our annual event will go on sale at the Lounge, the 19th Hole and Resident Relations on Monday, April 16.
- **BBRD's Cinco De Mayo Party** – The official BBRD south of the border event will be held on Sat., 05May18 Lakeside of the Lounge. Sax on the Beach plays from 5-9pm Lakeside of the Lounge. A Mexican menu will be offered from 4-8pm. Tickets are not required.
- **BBRD's 3rd annual Kentucky Derby Party** – Everyone is invited to the 19th Hole on 05May18 starting at 5pm to kick off the run for the Triple Crown. Dress in your Derby best for prizes, sip on mint juleps and eat Kentucky oven browns. Tickets are not required. Karaoke will not be held on this night (due to the Cinco De Mayo party Lakeside). As always, flyers with all the details are posted.

Golf-Pro Shop

- 9-Hole Tuesday will end on 10Apr18 and resume 06Nov18
- Course Aerification
 - Mon., 30Apr18 Back Nine and Putting Green Closed
 - Tues., 01May18 Front Nine and Driving Range Closed
- Staff is currently in the planning phase for the many R&M/Capital projects that will be conducted on the course this summer.

Property Services

- Completed small stormwater projects on Marlin Circle and Cobia Court
- Continued work on the remaining 2 bocce ball courts
- Prepped site for New Administration Building construction
 - Removed light by sidewalk
 - Trimmed trees
- Secured vendor to address persistent leaks in Shopping Center roof
- Installed sod @ the 19th hole
- Work resumed on the Pool#1 walkway roof
- Edged Barefoot Blvd.

General Information

- **New Fire Prevention Code Requirements to Impact BBRD** – As attached, beginning in the next few months all gatherings of 50 or more people will require a BBRD staff person to attend as a “crowd monitor.” Gatherings of more than 250 people will require one staff person per every 250 attendees. Currently, some pool hosts are certified as crowd monitors. Staff will be developing cost estimates for additional custodian hours in the FY19 Budget in advance of the 17Apr18 BOT Budget workshop.
- **FY19 Budget Review and Adoption Process Update** – Public meetings and workshops include the following:
 - Budget Workshops #1: Tues., 17Apr18, Bldg. D/E, 7pm
 - Budget Workshops #2: Thurs., 19Apr18, Bldg. D/E, 2:30pm
 - Budget Workshops #3: Tues., 01May18, Bldg. D/E, 2:30pm
 - Budget Workshops #4: Thurs., 03May18, Bldg. D/E, 7pm
 - Authorization for FY19 Proposed Budget Mailout: BOT Regular Meeting, 22May18, Bldg. D/E, 7pm



BAREFOOT BAY RECREATION DISTRICT

- Adoption of FY19 Assessment Rate and FY19 Budget: BOT Regular Meeting, 26Jun18, Bldg. D/E, 7pm
- FY19 WDPB Documents can be reviewed or obtained as follows:
 - Paper copies of the FY19 WDPB are available for inspection at the Old Administration Building and Resident Relations' Office
 - The "Homeowner's Version" is available free to all residents at the Old Administration Building.
 - Electronic versions each document are available at www.bbrd.org on Fri., 30Mar18.
- Pre-construction work on the New Administration Building has begun. A link to a live view of the construction will be available no later than early next week on the www.bbrd.org website.

Ms. Sue Reddy inquired about why the Board approved the discounted rent for the new owners of the 2002 Restaurant, yet the Board rejected the proposal from Dr. Shaw when he posed a similar request 2 years ago. She asked for the rental fee amount that was agreed on with the new owners. Mr. Lavier explained that the Doctor's request included the district providing upgrades to the unit as well as a discounted rental rate. Mr. Coffey stated that he will provide Ms. Reddy with the amount of rent on the agreement with the new owners of 2002 Restaurant.

Attorney's Report

No Report

Incidental Trustee Remarks

Mr. Cavaliere remarked on the constant bickering and trustee bashing from the Community in the Tattler. He recommended the residents that have questions or concerns come to the Board meetings and speak to the Trustees from the podium directly. Mr. Cavaliere asked that the residents try to be nicer to the elected officials so they will maintain quality people working for their community.

Mr. Klosky thanked the Trustees for filling out and providing their evaluations. He thanked SDS and Mr. Coffey for all they have done for the community.

Mr. Wheaton clarified that he enjoys being a Trustee and does a lot of research in an effort to save the district money and make the community a better place. He stated that is the only reason he is here.

Mr. Diana commented on the trash and cigarette butts around the Lounge and Pool 1. He asked that residents be courteous to each other by not dropping butts and trash around the pool and Lounge area. He recommended staff add the purchase of two more 1 million BTU heaters for Pool 2 and 3 to the budget and reminded residents not to place signs in the county median as it will be removed. Mr. Diana asked that the decorative swan in the lake with a broken head please be addressed and replaced.

Mr. Lavier suggested that the letter submitted to the Board by an absent resident be attached to the meeting minutes. He also addressed his evaluation of Mr. Coffey stating that he believes his evaluations



BAREFOOT BAY RECREATION DISTRICT

are honest and concise. He clarified that he has a good relationship with Mr. Coffey and he is aware that he is welcome to ask him for clarification on any portion of the evaluation.

Adjournment

The next meeting will be on Friday, May 11, 2018 at 1PM in Building D/E.

Mr. Cavaliere made a motion to adjourn.

Meeting adjourned 3:39PM.

Joseph Klosky, Secretary

Dawn Myers, District Clerk

Treasurer's Report

Barefoot Bay Recreation District

Treasurer's Report

May 11, 2018

Cash Balances in General Fund as of 5/3/18

Petty Cash

Total Petty Cash: \$ 2,000.00

Operating Cash in Banks

MB&T Operating Account

2,860,699.74

Total Operating Accounts: 2,860,699.74

Interest Bearing Accounts

BOA Money Market Account

105,653.01

SBA Reserve Account

561,526.59

Total Interest Bearing Accounts 667,179.60

Total Cash Balances in General Fund:

\$ 3,529,879.34

Total Daily Deposits and Assessments Rec'd for 4/6 - 5/3/2018:

Daily deposits: \$ 173,371.88

Assessments received (from County only): 296,188.09

Total Deposits Received **\$ 469,559.97**

Expenditures over \$5,000 for 4/6 - 5/3/2018:

Check Number	Vendor	Description	Check Amount
	Employees	Employee Salaries & Wages: 4/18/18	58,260.60
	Federal & State Payroll Taxes	Employer Tax Liabilities: 4/19/18	16,730.11
	Florida Department of Revenue	March 2018 Sales Tax - 4/18/18	17,796.57
	Employees	Employee Salaries & Wages: 5/2/18	58,595.18
	Federal & State Payroll Taxes	Employer Tax Liabilities: 5/3/18	16,532.85
50118	ABM Landscape & Turf Services	Golf Course, Softball Field, Lawn Bowling Maintenance 042018	38,691.16
50139	Network Cabling Services, Inc.	Fiber Relocation	8,250.00
50178	Health First Health Plans	Group 115297 May 2018	17,366.66
50198	Special District Services, Inc	Management Fee 042018	12,739.45

Total Expenditures over \$5,000 for 4/6 - 5/3/2018: \$ 244,962.58

Audience Participation

Unfinished Business

Board of Trustees Meeting Agenda Memo

Date: May 11, 2018

Title: **FASD (Florida Association of Special Districts)**

Section & Item: 8A

Department: Administration: District Clerk

Fiscal Impact: N/A

Contact: Frank Cavaliere, Trustee; Dawn Myers, District Clerk; or John W Coffey, Community Manager

Attachments: N/A

Reviewed by
General Counsel: N/A

Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Discussion and possible direction to staff.

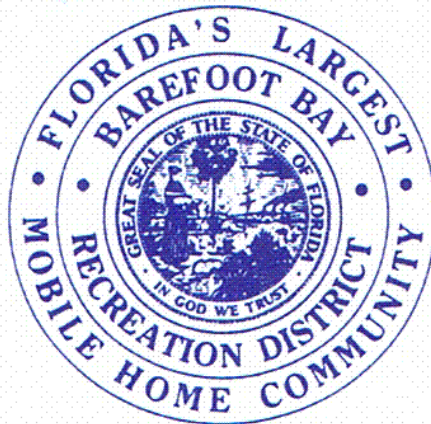
Background and Summary Information

Trustee Cavaliere asked that topic be placed on the agenda under Old Business.

Board of Trustees Meeting Agenda Memo

Date: May 11, 2018
Title: **Update on Golf Signs on US1**
Section & Item: 8B
Department: Property Services: Grounds
Fiscal Impact: N/A
Contact: Frank Cavaliere, Trustee; Matt Goetz, Property Services Manager; or John W Coffey, Community Manager

Attachments: N/A
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Discussion and possible direction to staff.

Background and Summary Information

Last year the BOT instructed staff to procure “public golf course” signs on the two walls along Highway US1. Staff ordered them and continues to inquire as to the timing of the installation.

Trustee Cavaliere asked that topic be placed on the agenda under Old Business.

Board of Trustees Meeting Agenda Memo

Date: May 11, 2018

Title: **Recap of D&E Complex as Understood by Trustee Cavaliere**

Section & Item: 8C

Department: Administration: District Clerk

Fiscal Impact: N/A

Contact: Frank Cavaliere, Trustee; Dawn Myers, District Clerk; or John W Coffey, Community Manager

Attachments: N/A

Reviewed by
General Counsel: N/A

Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Discussion and possible direction to staff.

Background and Summary Information

Trustee Cavaliere asked that topic be placed on the agenda under Old Business.

Board of Trustees Meeting Agenda Memo

Date: May 11, 2018

Title: **Employee Incentive Program**

Section & Item: 8D

Department: BBRD General Counsel/Administration

Fiscal Impact: Incentives Provided/Undetermined

Contact: General Counsel Cliff Repperger
(321) 984-2700

Attachments: Draft Employee Incentive Program

Reviewed by
General Counsel: Y

Approved by:



Requested Action by BOT

Consideration of Draft Employee Incentive Program.

Background and Summary Information

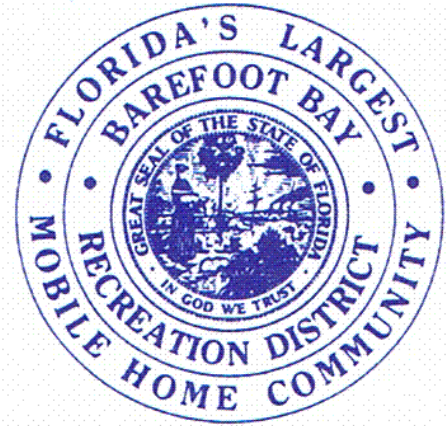
In October 2017, the Board authorized the development of a draft Employee Incentive Program that complies with Section 215.425, Florida Statutes to be brought back at a future meeting. Attorney Repperger and BBRD Staff have developed a program that comports with the requirements of the statutory section.

Board of Trustees Meeting Agenda Memo

Date: May 11, 2018
Title: Fireworks Display
Section & Item: 8E
Department: Property Services: Recreation
Fiscal Impact: \$10,000 plus TBD staff costs
Contact: Kathy Mendes, F&B Manager; or John W Coffey, Community Manager

Attachments: Proposal, contract, down payment invoice and map of display area

Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Review proposal and either approve or disapprove

Background and Summary Information

On March 27, 2018, the BOT instructed staff to research the cost and feasibility of having a firework display over the lake behind Building A on Sunday 01Jul18 with the cost not to exceed \$10,000.

Staff solicited a quote from Zambelli Fireworks for a 10-12 minute "high impact display" costing \$10,000. Attached is a map showing the fireworks zone near the future site of the miniature golf course (unused shuffle board courts by the playground) and the safety "no go" zone (area encompassing the shuffle board courts, bocce ball courts, lawn bowling and horse shoe pits)

Unknown at this time is the amount of labor costs to provide reliable personnel to ensure residents do not venture into the safe zone (area closed to people for safety reasons).

Staff requests direction regarding this issue.

ZABELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of **this 19th Day of April, 2018**, by and between:

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

-AND-

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

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

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

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

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

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

Display Date: July 1, 2018 Postponement Date: _____ (July 3 – 5 not available)

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

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

4. Client agrees to pay Zambelli the sum of **\$10,000** (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due at noon three (3) days prior to the Display Date. Zambelli reserves the right to add to Client's invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third party shipping costs) to Zambelli after the date of this Contract. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless

otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.

5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:
 - (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
 - (b) Zambelli will secure all permits necessary for the Display as required, including but not limited to police, local, and state permits, and arrange for any security bonds or insurance as required by law. In addition Zambelli will notify and obtain permission from the FAA to display fireworks. Client will assist Client when appropriate in completing permit applications.
 - (c) **If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.**
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police and monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

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

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as

reasonably determined by Zambelli, the Display will be cancelled and there will be no refund of the Deposit or fifty percent (50%) of the Purchase Price, whichever is greater.

11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
 - (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (c) If Client cancels the Display from five (5) days prior the Display to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.
12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character or performance of the Display.
13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
15. This contract shall be deemed made in the State of Florida and shall be construed in accordance with the laws of the State of Florida, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the State of Florida and the Federal District Court for the Southern District of Florida to decide all disputes regarding this Contract.
16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.

18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorney's fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.
21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to
23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
24. _____

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

FOR Client:

Sign: _____

Print: _____

Title: _____

Date: _____

FOR: Zambelli Fireworks Manufacturing Co.

Sign: _____

Print: _____

Title: _____

Date: _____

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

Zambelli Fireworks Manufacturing Co.
1 West Camino Real Blvd. Suite 100
Boca Raton, FL 33498
561-395-0955 FAX 561-395-1799

Zambelli

FIREWORKS

FIREWORKS PROPOSAL

Barefoot Bay Recreation District

July 1, 2018



Fireworks proposal prepared by Zambelli Fireworks

Mike Simmons

Project Manger

(941) 232-2114

mikesimmons@zambellifireworks.com



Independence Day Spectacular

Display Overview:

Show Date: July 1, 2018

All inclusive Budget and Duration:

10-12 minute high impact display - \$10,000

Insurance Liability Coverage: \$10 Million dollars (per show coverage) for each Fireworks Display. Zambelli uses the highest insurance premium in the industry with "AAA" rated companies.

Permit/Fire Dept: Zambelli Fireworks will secure all needed permits (unless otherwise specified by the City) and organize plans directly with Fire and Safety Authorities.

Transportation Liability Coverage: \$5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyrotechnicians will meet all of the requirements of the Workers Compensation Laws of Florida.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 code will be strictly enforced.

Zambelli

FIREWORKS

Program Philosophy

Generally speaking there's an opening segment, main body and grand finale of a fireworks display. Just as a great play or movie has various segments that flow together, firework shows are similar type productions that should never leave the audience wanting more or leaving disappointed.

There are fundamental basics that Zambelli Fireworks adheres to, with which we create the best displays in the industry. Some of these fundamentals include:

- **No Dead Air** Just as any TV, radio or Big Screen Production, "Dead-Air" is simply not acceptable. At any given time there will be multiple firings of shots and shells in the air for the display.
- **Shell Size Combinations** A common way for companies to set a show is to shoot all 2 inch shells, then all 3 inch shells, then all 4 inch shells, etc. While this makes it easy for a technician, it is simply boring. Zambelli technicians are trained to set shows to create the ultimate in shell combinations for the various firing sites. For example, firing two 3 inch Gold Kamuro Willow shell (400 ft.) and six 2.5 inch Purple Dahlias is a great, beautiful combination. Firing two 3 inch Pink strobing lights and six 4 inch white strobing lights within seconds offers up to 8 seconds of beautiful strobes covering 200 to 400 ft in the air.
- **Rhythm and Intensity** Just as many movies have a loud, action-packed car chase one moment followed by a romantic scene the next moment, fireworks productions also need to flow. A show that is too fast or too slow can get monotonous. Zambelli designs shows that one moment are a constant barrage of colors and booms while the next moment may be soft horsetail golden willows fluttering down from the sky one-by-one.
- **Finales** There's a major art to shooting a spectacular finale. Many people think a finale is simply shooting a lot of shells. While true from a quantitative standpoint, a finale must make sense in order to entertain most effectively. Zambelli designs finales that start slower and lower. For example, 3 inch peony finale shells fired every half-second for 20 seconds may then grow in intensity to include white or silver glittering for the next 20 seconds. Then larger 4 inch blue cracking spiders take over while 3 inch white coconut trees are laying the ground cover. Finally the 100 3 inch multi-color crossettes are covering the sky while the 3 inch titanium salutes are rumbling the skies for miles.

Zambelli

FIREWORKS

Barefoot Bay Recreation District Independence Day Spectacular

Product Listing – 7/1/2018

OPENING:

- 10 Three Inch Titanium Salutes with tails (loud, thundering booms)**
- 10 Three Inch Red, White and Blue Color Finale**

BODY OF PROGRAM:

- 180 Three Inch Assorted Colors, Patterns and Special Design Shells**
- 24 1.5” – 2” Shot Multi Shot Cakes, Various Effects totaling 1,000+ shots**

GRAND FINALE:

- 170 Three Inch Assorted Color and Crackling Finale Shells**
- 50 Three Inch Titanium Salutes with tails (loud, thundering booms)**



Details of Proposed Show Segments

OPENING: An opening barrage is designed to attract the attention of the audience and entice them to pay attention..."The show has just begun!" The opening barrage for your event will certainly impress as a barrage of assorted colors, effects, and noise shells fill the night's air.

The purpose of the opener is to impress on your audience that they are about to see something spectacular. A well-designed Zambelli opener will grab the crowd's attention and prepare them for a wonderful fireworks display.

FEATURE PRESENTATION: The main body of the fireworks display should not be just one shell fired one after another. It's about rhythm, timing, and choosing the perfect effects to complement one another to build themes. Some fireworks shells are designed to be extremely intense while others are designed to slow the pace down with beautiful, softer effects. The design team hand picks every display shell used to ensure a wonderful variety of effects. The audience will never see the same combinations of shells fired in a Zambelli production.

Different size shells will be breaking simultaneously throughout the display. This allows us to vary the intensity of the show, but more importantly create beautiful canvases of color and effect in the sky, that stimulate both visually and audibly.

BARRAGES OF MULTI-SHOT DEVICES: Multi-shot devices or barrage cakes are used to add to the dynamics of the show. Zambelli Fireworks uses only the highest quality Barrages with innovative effects, colors, and angles. These devices incorporate effect sizes from 1" to 2".

Zambelli

FIREWORKS

GRAND FINALE: and it will be GRAND!

Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. A poor finale will leave an audience disappointed. Zambelli Fireworks has a long tradition of supplying the best and biggest finales in the industry. It will be loud, it will be full of vibrant colors, it will be long, and it will leave a lasting impression. Hundreds of shots and effects of multi-color shells, gold and silver sparking lights, gold brocade crown shells and other effects coupled with chest-pounding titanium-salutes will be the magical ending of the grand display. The finale will be fired from multiple positions with dynamic angles. The incorporated shells, with multiple different sizes and effects, will cover every inch of sky from 150 to 300 ft in the air.

The Finale will be LARGE, but classy. Effects will be fired at angles to light up a larger portion of the sky rather than create an area of overlapping colors. After an intense array of colors, effects, and sounds, the final few seconds of the Display will fire a barrage of gold hanging effects that will linger in the sky well after the last shell breaks.

Products:

Zambelli Fireworks carries an inventory of display shells that is more than 2,000 unique shapes, colors, patterns or varieties from nearly a dozen manufacturers. During the 2017 July 4th display season Zambelli fired more than 1,200 different types of unique shells during the opener, body and finale of shows. It would be next to impossible to discuss every single shell in detail and provide information on each one.

Zambelli chooses fireworks from a number of different manufacturers from around the world to provide audiences with both unique and creative products. Sunny, PyroEast, Vulcan, Dominator and Dancing products all come from premium Chinese manufacturers. Cabeller shells are very premium Spanish shells. Panzera from Italy make the best multi-shot shells and roman candles in the industry. Hosoya Japanese shells provide some of the best willow and kamuro shells in the world. Lastly, Zambelli still manufactures shells, some of which will be seen during the display.

Zambelli

FIREWORKS

WHY CHOOSE ZAMBELLI?

Zambelli Fireworks prides itself on being able to provide the largest “bang for your buck.” We have a Florida network which is unrivaled in the industry. With our offices in Boca Raton, a permanent storage facility in Okeechobee, and technicians around the state, Zambelli can pass the savings these local facilities provide, onto you. We can offer more shells, regular site visits for safety, and local technicians and management to ensure you receive the best production possible.

Zambelli Fireworks believes in honesty and integrity as a core company philosophy. We invite, and encourage, our clients to audit our firing sites for quality and quantity of our fireworks and equipment.

Experience and Qualifications

Proudly known as the "First Family of Fireworks," Zambelli Fireworks is one of the oldest and largest American fireworks companies.

The corporate headquarters and main plant operations are based in New Castle, PA. The southeast regional office is located in Boca Raton, FL and the western office is located in Bakersfield, CA. Zambelli Fireworks currently employs over 40 full-time individuals and thousands of trained, qualified pyrotechnicians. All full-time staff and technicians working with your display will be fully trained, federally approved, Zambelli employees.

The Zambelli family has manufactured the highest quality fireworks and has presented artistic excellence in fireworks displays for over 100 years.

The Zambelli name is recognized and respected, worldwide. Competitors strive to achieve the name recognition that Zambelli Fireworks commands today.

Zambelli

FIREWORKS

Zambelli Fireworks is known worldwide for setting the industry standard in show design and technology.

George Zambelli, Sr. was the pioneer of Zambelli Fireworks for over 65 years. His father, Antonio Zambelli, brought the artistry to New Castle, PA from Italy.

George Zambelli Jr., current Chairman of the Board, is carrying on the Family Tradition of "Lighting Up the Skies!" The Zambelli family and year-round professional staff of technicians, designers, office staff and administrators are here to assist and guide you in the development and implementation that is specific for your fireworks event. We have a team of individuals ready to make your event an extreme success.

Many of the most sought-after master pyrotechnicians in the industry are longtime employees of Zambelli Fireworks.

Experience means quality. Zambelli Fireworks is proud to have a number of individuals who have made long careers within the pyrotechnics industry. The Senior Plant Manager has over 35 years experience in fireworks, the Senior Choreographer/Show Designer has over 25 years experience in fireworks, and the Senior Product Manager has over 25 years experience choosing the highest quality shells and equipment. These individuals' dedication to the artistry of pyrotechnics creates a scenario for quality fireworks shows for every client, large and small.

There's a tremendous dedication to technician training to ensure the safest display with the highest quality production.

All of our display technicians have attended Zambelli Fireworks' extensive training program and have met all of the rigid safety procedures, which exceed state and federal requirements. We offer a number of different training courses with extensive classroom and hands-on training, per year, around the country. New technicians must also work alongside experienced technicians to gain competence and meet the highest safety, regulatory, and overall performance standards.

Zambelli Fireworks exists as the largest fireworks company in the United States for one reason...customer service and satisfaction EVERY SHOW!

Zambelli Fireworks is proud to be the largest fireworks company in the United States. However, we cannot rest on our laurels by simply being the largest. We must prove our quality and customer satisfaction to every client, on every show, every time. Clients trust us to successfully produce thousands of displays every year. Our goal is to outperform with every show, large or small.

Zambelli

FIREWORKS

COMPANY EXPERIENCE:

Internationally Known Programs

The Statue of Liberty, Super Bowls, Presidential Inaugurations, Visits of Kings and Queens, Times Square New Years Eve, Mount Rushmore, Washington D.C. and New York City Fireworks displays, Kuwait Display for the Troops in the First Gulf War and many more historical events.

Top U.S. Festivals and Civic Celebrations

Thunder Over Louisville/Kentucky Derby Festival, Minneapolis Aquatennial, Pittsburgh 250th Anniversary, Boise Riverfest, Macon Cherry Blossom Festival, the North Carolina State Fair, Canton Football Hall of Fame, Tampa Gasparilla Celebration, the Florida State Fair and many more.

Sports Franchises and Venues

Detroit Tigers, Pittsburgh Pirates, Baltimore Orioles, Colorado Rockies, Washington Redskins, Pittsburgh Steelers, Ft. Myers Miracle, Bradenton Marauders, Carolina Mudcats, Buffalo Bison, Charleston Riverdogs, Winston-Salem War Hogs, Louisville Bats, Clemson University, University of Miami, ACC Championship Game (Tampa), St. Petersburg Bowl (Tropicana Field) and a number of other College and HS Football venues.

Florida and Caribbean Displays

Tampa Gasparilla Pirate Festival, Annual FFEA conference, Bradenton River Regatta, Carnival in the Sky – Immokalee, Edison Ft. Myers Festival of Light, Orlando July 4th, Boca Raton July 4th, Sanibel Island July 4th, Naples July 4th and New Year's Eve, Sarasota July 4th, Siesta Key July 4th, the Florida State Fair, Coconut Creek Festival, City of Winter Haven, Nevis West Indies, St. Thomas NYE, Puerto Rico NYE, and many more!

Zambelli

FIREWORKS

Your Personalized Zambelli Fireworks Team and Technicians

Mike Simmons
Project Manager/Facility Operations Manager
(561) 395-0955 Office
(941) 232-2114 Cell
mikesimmons@zambellifireworks.com

Mike Simmons has been designing and displaying shows for Zambelli Fireworks for more than 25 years. He has produced and fired displays both nationally and internationally. Mike works closely with customers to insure that all logistics and planning are accomplished in the most efficient manner. Additionally, he acts as the Zambelli Florida Facility and Operations Manager overseeing the logistics and ATF regulations for all shows within the State of Florida.

Danielle Fredrickson
Senior Customer Service Manager
561-395-0955
daniellefredrickson@zambellifireworks.com

Danielle is the person who works behind the scenes to make everything regarding the fireworks show logistics come together. She will work on the permit applications, certificates of insurance, technician coordination, area site maps, and can answer any question you may have regarding your fireworks display.

Zach Taminosian
Design Choreographer/Senior Technician
(561) 395-0955 Office
(239) 225-8012 Cell
zach@zambellifireworks.com

Zach is Zambelli Fireworks lead design choreographer for major displays. His 15 years fireworks experience, including both design and as a senior technician, gives him the knowledge and experience to create an awe-inspiring display every time. Zach has designed shows for the West Virginia 150th Anniversary, the National Boy Scouts Jamboree Conference, the Colorado Rockies, Downtown Pittsburg July 4th, New Year's Eve Times Square, the Minneapolis Aquatennial Target Fireworks, and many more.

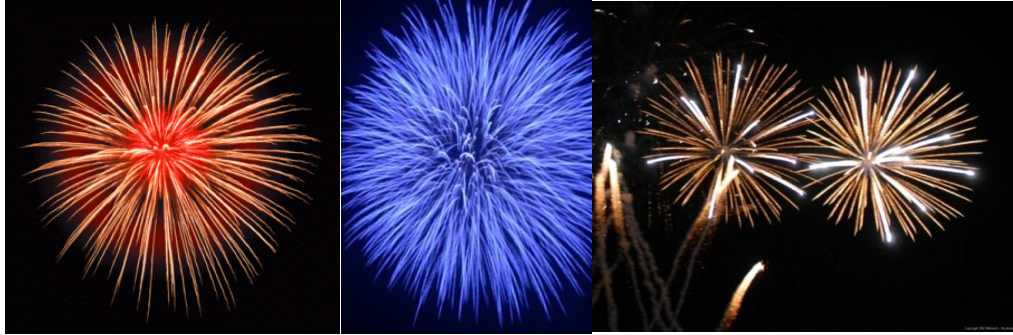
Zambelli

FIREWORKS

Shell Descriptions

Listed below are a small sampling of the various shells and effects available for your display, in addition to many others that will be included from our vast inventory.

Chrysanthemums



Description: Typically a spherical break of colored stars that leave a trail or sparks behind. May include pistils (center multi break stars) or other features such as multi-colored, half and half, cracking, etc.

Blooming Silvery Chrys
White Twinkling Chrys.
Red, White and Blue Chrys
Spangle Chrys. w/rising tails
Variegated Rainbow Chrys

Glitter Silver to Red Chrys
Green to Purple Chrys
Multi-Color Chrys
Silver to Purple Chrys
Multi-Color Chrys to Popping Flowers

Gold Wave to Red/Blue
Varied Colorful Flowers
Silver and Gold Chrys
Purple with White Pistil

Peonies



Description: Typically a spherical break of colored stars that leave no trail or sparks behind. May include pistils (center multi break stars) or other features such as multi-colored, half and half, cracking, etc.

White Peony
Multi-Colored Peony
Purple w/Gold Palm
Variegated (rainbow)
Glittering Peony

Blue Peony w/Blue Palm Tree
Yellow Peony
Red to Blue Peony
White Peony w/Blue Pistil
Silver to Red Peony

Silver Wave to Purple
Green w/Gold Palm Tree
White Peony w/Blue Pistil
Red, White and Blue
Silver to Blue Peony

Zambelli

FIREWORKS

Crossettes



Description: A crossette is a unique shell that breaks into 6 or 8 arms. Then, after some delay, those arms again break into multiple arms criss-crossing each other in a grid-like fashion throughout the sky. Larger caliber shells may even have a third break in all of the arms.

Blue Crossettes	Green to Blue Crossettes	Red to Blue Crossettes
Silver Crossettes	Variegated Rainbow Crossettes	Gold Rain Crossettes
Crackling Crossettes	Purple and White Crossettes	White Flutter Crossettes
Red to Green Crossettes	Purple Crown Royal Crossettes	Gold Flutter Crossettes
Blue Crossette Palm Tree	Rainbow Crossettes w/red Tails	Red Crossette Palm Tree

Duration/Lingering Effects (Willows, Brocades, Kamuros)



Description: A Long Duration/Lingering Effect is like a Chrysanthemum but burns slowly to the ground leaving a trail of aerial spark dust. These shells are many times gold or silver with various color tips, color changing, or have various colored centers. Zambelli uses many long duration effects at the end of finales to create a sky of gold or silver.

Long Duration Red Falling Leaves	Ultra-Long Duration Gold Kamuro
Twilight Glitter w/Purple	Brocade Crowns
Brocade Crown to Purple	Long Duration Kamuro
Variegated Falling Leaves	Super Brocade Crowns
Pixie Dust Willows	Gold Poca Shells

Zambelli

FIREWORKS

Dahlias



Description: A Dahlia shell is like a peony but uses dramatically larger and fewer stars to create brighter, wider trails of sparks through the air. They are typically very bold, defined colors used to mix up the pace of a show. They many times are also used in finales.

Assorted Color Dahlia
Red Dahlia w/Pistil
Pink Dahlia
Blue Strobe Dahlia
Variegated Dalia

Blue Dahlias w/Pistil
Yellow Dahlia w/Pistil
Silver Dahlia
Red Strobe Dahlia
White Dahlia w/Red Tips

Green Dahlia w/Pistil
Red and Blue Dahlia
Gold Strobe Dahlia
Purple Strobe Dahlia
Lemon Dahlia

Patterns



Description: Pattern shells come in a variety of shapes, sizes and depictions. Most notable shapes are shells with stars in patterns of hearts, smile faces, Saturn or other planet blasts, 4-leaf clovers, wagon wheels, etc.

Green to Blue Crossette Rings
Half White Half Purple Ring
Green to Purple Ring
Triple Rings w/scattering stars
Crackling Palm Trees

Red Palm Trees
Red Hearts
Jelly Fish Pattern
Octopus Shells
White/Red Bowtie in Ring

Blue Palm Trees
Triple Rings
Meteor Rings
Saturn Rings
Saturn Blasts

Zambelli

FIREWORKS

Specialty Shells



Description: There's a variety of specialty, premium shells that include horsetail willows, scattering stars, bees, falling leaves, Palm Trees and other unique designs and effects.

Silver Bees
Aluminum King Shells
Large Silver Whirls (Serpents)
Trees of Many Colors
Red, White, Blue Dragon Eggs
Thousands of Gold Waves
Red, White, Blue Dragon Eggs

Blue Bees
Peacock Plume
Blue and Red Spiders
Thousands of Gold Waves
Gold Sparkling Kamikazes
Thousands of Red Waves
Silver and Purple Strobes

Horsetails
Treasure Chests
Kaleidoscopes
Red Shell of Shells
Popping Flowers
Tourbillions

Specialty Noise



Description: Noise shells come in many different types. The most popular are cracking, whistling or screamers, thousands of popping flowers, and the extremely loud titanium salutes.

Cracking Delight
Whistles
Crackling Coconut Trees
Twice Crackling Rain
Green Crackling Flowers

Serpents with Reports
Large Silver Screaming Whirls
White and Green Scattering
Tourbillion w/Reports
Artillery Titanium

Diamond Screamers
Crackling Double Rings
Blue Crackling Spiders
Blue Crackling Flowers
Thundering Tourbillions

Zambelli

FIREWORKS

Barrage Cakes



Description: Barrage Cakes or Multi-shot devices are designed to significantly enhance fireworks displays by adding hundreds of rapid-fire shots of various effects. They are mainly used to create tableaus in tandem with aerial shells breaking around the multi-shot devices. Below are a just a few examples of the various types and designs that will be used in your display.

35 Shot White Flitter Comet Box
35 Shot Red Crossette Fan Box
35 Shot Thunder Tourbillion Fan Box
35 Shot Dragon Eggs w/Tails
36 Shot Silver Fish with Tourbillion
36 Shot Assorted Colorful Falling Leaves
36 Shot Gold Twinkling Kamuro Box
36 Shot Red and Blue Crossettes
49 Shot Red and Silver Moons
49 Shot Red Crackling Tails
49 Shot Silver Crossettes
49 Shot Red and Green Crossettes
100 Shot Hammer Boxes
100 Shot Brocade Crowns
100 Shot Blue Crossettes with Tails
100 Shot Variegated Peonies
136 Shot W Shape Purple Kamuro
300 Shot 8 Shape White Strobe
372 Shot W-Shape Golden Willow

119 Shot Rapid Fired Gold Comets
192 Shot Fast Pearl Zippers
96 Shot Peacock Tails
140 Shot Silver Rain
80 Shot V-Shape Silver Coconuts
80 Shot V-Shape Rainbow Chrys.
200 Shot Whistling Comets
70 Shot Z-Shape Midnight Snow
400 Shot V Shape Rapid Fire Box
408 Shot Zipper Rapid Fire Box
300 Shot Finale Comet Box
665 Shot Silver Barriers
Angle Wipe Devices – (various angles)
Zipper Curtain Devices
Zipper Chase Devices
Fan Chase Devices
136 Shot W-Shape Silver to Green
300 Shot 8 Shape Red Pear Comets
408 Shot Z Shape Lime Green Pearl



DATE

4/19/18

INVOICE

1 W. Camino Real Blvd. Suite 100 Boca Raton, FL 33432

(561) 395-0955 (561) 395-1799 fax

SOLD TO

Barefoot Bay Recreation District
Attn: Kathy Mendes
625 Barefoot Blvd.
Barefoot Bay, FL 32976

SHIP TO

Same

DISPLAY DATE

DESCRIPTION

TOTAL COST

AMOUNT DUE

7/1/18

ONE FIREWORKS DISPLAY
50% Deposit due upon signing of contract

\$10,000

\$5,000

Total Due**\$5,000**

Barefoot Bay Pyrotechnics Site Plan



Zambelli
FIREWORKS

1 W. Camino Real Blvd. Suite 100
Boca Raton, FL 33432
(561) 395-0955

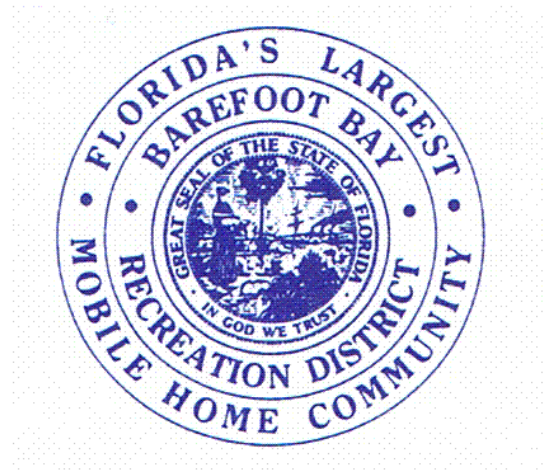
Barefoot Bay Fireworks Display – July 1, 2018 9:00 pm
10 – 11 minutes display, Max 1.3g Firework Diameter: 3"
Red Circle Depicts 350' radius which exceeds NFPA 1123 for 3" shells

New Business

Board of Trustees Meeting Agenda Memo

Date: May 11, 2018
Title: **Parking Issues at Softball Field**
Section & Item: 9A
Department: Property Services: Recreation
Fiscal Impact: TBD
Contact: Frank Cavaliere, Trustee; or John W Coffey, Community Manager

Attachments: N/A
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Discussion and possible direction to staff.

Background and Summary Information

Trustee Cavaliere asked that topic be placed on the agenda under Old Business.

Board of Trustees Meeting Agenda Memo

Date: May 11, 2018

Title: **Responsibility of Committee Members Making Public Statements**

Section & Item: 9B

Department: N/A

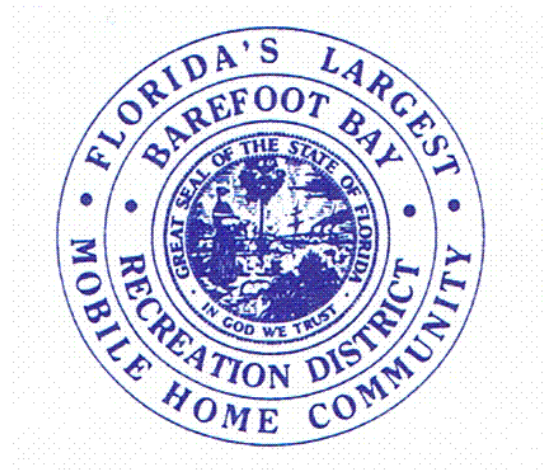
Fiscal Impact: TBD

Contact: Frank Cavaliere, Trustee; or John W Coffey, Community Manager

Attachments: N/A

Reviewed by
General Counsel: N/A

Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Discussion and possible direction to staff.

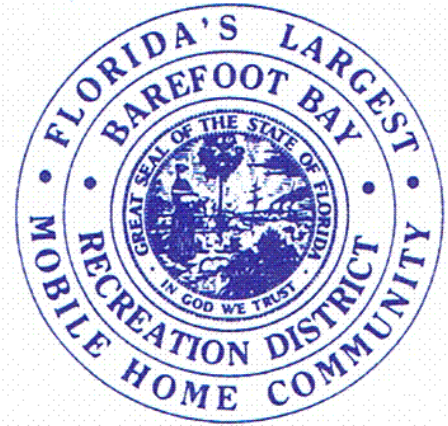
Background and Summary Information

Trustee Cavaliere asked that topic be placed on the agenda under Old Business.

Board of Trustees Meeting Agenda Memo

Date: May 11, 2018
Title: **Micco RV Storage CCTV Repair/Replacement**
Section & Item: 9C
Department: RV Storage
Fiscal Impact: \$13,269.00
Contact: Rich Armington, Resident Relations Manager/H.R. Manager; or John W Coffey, Community Manager

Attachments: Quote from ADS
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Review and direction to staff.

Background and Summary Information

Although renters of spaces at BBRD's RV Storage lots sign leases stating "Lessee is solely responsible for all loss or damage to Lessee's stored property.", BBRD has the standing practice of providing security cameras through closed circuit television (CCTV) systems. The quality of the CCTV system at the Micco RV Storage lot has deteriorated considerably over the past few years. Additionally, many renters of storage spaces have the "opinion" that BBRD should be providing them "security" at the lots.

Options for consideration by the BOT include:

1. Disconnection of current system and cessation of CCTV systems at the Micco and West RV lots
2. Upgrade of systems to acceptable recording standards
 - a. This agenda item covers the Micco RV lot
 - b. Upgrades to the West RV lot are currently in the FY19 Proposed Budget

To provide the BOT with the cost of repairing and replacing obsolete cameras and the DVR, staff solicited a quote from the current vendor responsible for maintenance of the system:

- ADS \$13,269.00

If the BOT wishes to upgrade the CCTV system, a second quote is not required as the Policy Manual's Exception to Competition #7 waives the second quote requirement in cases where "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."

Hence, if the BOT wishes to continue the CCTV system at the Micco RV Storage lot, staff recommends the BOT award a contract to ADS for CCTV replacement in the amount of \$13,269.00.



ADS Security

4356 Fortune Place
Suite A
West Melbourne, FL 32904
EF20000960

QUOTATION

Barefoot Bay-Micco RV Lot
NAME

04/05/18

625 Barefoot Blvd Bldg A
ADDRESS

Barefoot Bay Florida 32976

CITY STATE ZIP TELEPHONE FAX E-Mail Address

SYSTEM TYPE: X Commercial Grade CCTV System

1. (7) IP Camera, 4mp, IP66 Outdoor with IR with pole mounts
2. (1) 16-Chan NVR with 9TB, Digital Watchdog
3. (4) POE extenders
4. (1) Lift Rental
5. (7) surge for each camera to protect NVR

Price includes All Cable, Labor, Wire, Training, and Installation

This a direct replacement of the 7 existing cameras. This does not include the additional cameras at this time due to not knowing where the existing Cameras need to be placed. We can add a license Plate camera but need to explain how it works and where it needs to be placed. All new cable will be pulled and we are assuming all existing conduit is in good condition. The quote is based on using the existing conduit. We would also recommend getting the AC portion of the existing CCTV enclosure tested and tuned up.

Investment Summary:

Installation (not including tax or permit)

\$13269.00

Maintenance can be provided at \$110.00 per month

Adam Gaffney – VPGM -Phone#: 321-537-5485
Quotations valid for thirty (30) days from date above.

Board of Trustees Meeting Agenda Memo

Date: May 11, 2018
Title: **Replacement Mower**
Section & Item: 9D
Department: R&M/Capital
Fiscal Impact: \$32,145.61 (FY Budget of \$30,500)
Contact: Matt Goetz, Property Service Manager;
or John W Coffey, Community Manager

Attachments: Quote and state bid information
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, Community Manager



Requested Action by BOT

Review and award of contract.

Background and Summary Information

Budgeted for FY18 is the replacement of the commercial lawn mower. Staff solicited the following quote from the state bid system (previously competitively sourced on an annual basis).

WescoTurf \$32,145.61

Sufficient budget is available in the R&M/Capital Contingency line item to cover the difference.

Staff recommends the BOT award contract for a replacement mower to WescoTurf in the amount of \$32,145.61.



2101 Cantu Court, Sarasota FL 34232

300 Technology Park, Lake Mary FL 32746

7037-37 Commonwealth Avenue, Jacksonville, FL 32220

April 12, 2018

Quote #: Q-00013151

Matt Goetz, Property Services Assistant
Barefoot Bay Rec District
895 Falcon Dr
Barefoot Bay, FL 32976

Bill To: 307512
BAREFOOT BAY REC DISTRICT
625 BAREFOOT BLVD
BAREFOOT BAY, FL 32976

Ship To: 310154
BAREFOOT BAY REC DISTRICT
GOLF MAINTENANCE
1225 BAREFOOT BLVD
BAREFOOT BAY, FL 32976-7001

State Contract Number: 21100000-15-1

All pricing is valid for thirty (30) days

Total Units	Qty	Model No	Description	MSRP Each	Discount %	Price Each	Net Price	Extended Price
1	1	31200	Toro Groundsmaster 360 4WD T4F w/o Deck	36,746.00	21.00	29,029.34	32,145.61	\$32,145.61
	1	30353	72" Base Deck	3,310.00	21.00	2,614.90		
	1	30549	72" Rear Discharge Completion Kit	534.00	21.00	421.86		
	1	30052	GM7200D MVP Filter Kit **PP	89.05		79.51		

Terms:	Net 30 Days
Equipment Total	\$ 32,145.61
State Sales Tax (6.00% + 1.00% County Surtax)	\$ 0.00
Total	\$ 32,145.61

Please indicate your acceptance of this quote as an order by signing below and returning via e-signature or via fax to Wesco Turf at 941.487.6889. Please include your preference for height of cut and requested delivery dates where applicable.

☐

Check this box if you DO NOT want to receive a hard copy of the Parts Manual.

PDF version is also available online at <https://www.wescoturf.com/content/51-toro-manuals>

Signed: _____

Name: _____

Date: _____

The above quote meets or exceeds ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty.

The preceding pricing is good for 30 days, not including Sales Tax, after which time new pricing would have to be submitted. Time of delivery may vary; please check when placing order. All payments are subject to state and local taxes.

Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Bill Wallace

Commercial Golf / Sports Fields & Grounds Territory Manager - Lake Mary
(321) 403-1074, bill.wallace@wescoturf.com

**Attachment F – ITB No. 20-21100000-C
Agriculture & Lawn Equipment
State of Florida
Vendor Information Form**

Solicitation Number: ITB No. 20-21100000-C Agriculture & Lawn Equipment		
Please ensure the Ordering Instructions information provided in this form matches the MyFloridaMarketPlace ("MFMP") Vendor Registration account information: Florida Vendor Information Portal . DO NOT CHANGE THE FORMAT OF THIS FORM!		
RESPONDENT NAME:	Linda Jacobs	
RESPONDENT FEID NO.:	59-2763187	
STREET ADDRESS:	2101 Cantu Court	
CITY, STATE and ZIP:	Sarasota, FL 34232	
INTERNET ADDRESS:	www.wescoturf.com	
TELEPHONE NO.:	941-377-6777	
TOLL-FREE NO.:	800-486-8873	
FAX NO.:	941-371-2967	
Person Responsible For Administering The Contract		
NAME:	Linda Jacobs	
TITLE:	Director, Sports Fields & Grounds	
STREET ADDRESS:	2101 Cantu Court	
CITY, STATE and ZIP:	Sarasota, FL 34232	
E-MAIL ADDRESS:	linda.jacobs@wescoturf.com	
TELEPHONE NO.:	(941) 487-6834	
TOLL-FREE NO.:	800-486-8873	
CELL PHONE NO.:	(941) 780-3291	
FAX NO.:	(941) 371-2967	
Ordering and Remit-To Information Please provide information where Customers should direct orders. You must provide a regular mailing address and e-mail address. If equipped to receive purchase orders electronically, you may also provide an Internet Address.		
REMIT-TO:	Sondra Gay	
REMIT-TO STREET ADDRESS:	2101 Cantu Court	
REMIT-TO CITY, STATE and ZIP CODE:	Sarasota, FL 34232	

REMIT-TO EMAIL and/or
INTERNET ADDRESS:

sondra.gay@wescoturf.com

Manager's Report



Barefoot Bay Recreation District

625 Barefoot Boulevard, Building "F"
Barefoot Bay, FL 32976-9233

Phone 772-664-3141
Fax 772-664-1928

Memo To: Board of Trustees

From: John W. Coffey, Community Manager

Date: May 11, 2018

Subject: Manager's Report

Finance

FY18 Assessment Collection Update – \$3,340,276.65 (gross) or 92.8% of the FY18 Budget has been received as of April 12th. Please see attached for details.

Resident Relations

ARCC Updates

- Meeting on April 17, 2018 at 9am in the HOA office.
There were 46 permits on the agenda. 2 extensions were granted. 2 were denied.
- Meeting on May 1, 2018 at 9 am in the HOA office.
There were 44 permits on the agenda. 2 extensions were granted. 1 was denied.
- The ARCC Committee will meet again on May 15, 2018 at 9 am in the HOA office.

Violations Committee Updates

- Meeting on April 13, 2018 at 10am at Bldg. D&E. There were 20 cases on the agenda for that meeting. 6 cases came into compliance prior to the meeting. 14 cases were found in violation.
- Meeting scheduled for April 27, 2018 was cancelled.
- The Violations Committee will meet again on May 11, 2018 at 10 am at Bldg. D&E. There are 21 Violations for this meeting.

Human Resources Update

- Processed 119 applications for 8 open positions.

Food & Beverage

- There are still a few tickets left for our annual Mother's Day brunch on Sunday at 1pm. at Pool #1. Everyone is welcome to the street dance from 2-6 p.m.
- Happy hour is now 2-6pm. from May through September at the Lounge and the 19th Hole.
- Lounge and 19th Hole operational hours are posted for the months of May – September.
- Tickets for the Father's Day clam bake will go sale Monday, May 14. Flyers with all the details are posted.

Golf-Pro Shop

- Tournaments: Sign up at Pro Shop or call 664-3174 for details
- Employee
 - May 19 Course Closed until 1:00 pm
- Upper East Coast
 - May 24, 8:30 Shot gun
- Course Aerification completed
- Weed Control will cause yellowing for next few weeks
- Projects beginning next week
 - Bunker restoration
 - #13 area behind green
- Mother's Day Sale Call Pro Shop for details 664-3174
 - Now through Mother's Day (May 13)

Property Services

- Began construction of the boardwalk extension at the beach
- Repaired broken wire and bad breaker for the sidewalk lights on Veteran's Way out to the bridge
- Finished construction of the remaining two bocce ball courts
- Installed new heater at pool #1
- Ordered new 1,000,000 btu heater for Pool #2
- Finished assembly of the 34 new benches and began installation

General Information

- **FY19 Budget Review and Adoption Process Update** – Public meetings include the following:
 - Authorization for FY19 Proposed Budget Mailout: BOT Regular Meeting, 22May18, Bldg. D/E, 7pm
 - Adoption of FY19 Assessment Rate and FY19 Budget: BOT Regular Meeting, 26Jun18, Bldg. D/E, 7pm

FY19 WDPB Documents can be reviewed or obtained as follows:

- Paper copies of the FY19 WDPB are available for inspection at the Old Administration Building and Resident Relations' Office
 - The "Homeowner's Version" is available free to all residents at the Old Administration Building.
 - Electronic versions of each document are available at www.bbrd.org.
- **Financing of Projects Update** –
The following agenda items are scheduled for the May 22nd BOT meeting (based on the April 13th BOT approved list of 20 projects and selection of the 30-year bond method of financing):
 - Disclosure Counsel Proposal
 - Trustee (for Bond) Proposal
 - Underwriters RFQ Committee Selection
 - Validation Resolution

DISTRICT ASSESSMENT FYE 2018[illegible]

FY 2018 Budget: \$ 3,600,702.00

% of FY 2018 Budget: 92.8%

Attorney's Report

Incidental Remarks from Trustees

Adjournment