

**Agenda**  
**Bayshore Gardens Park & Recreation District**  
**Board of Trustees Meeting**  
**Wednesday; August 27, 2025, at 7:00 P.M.**

1. Roll Call
2. Call to Order
3. Pledge to Flag
4. Approval of Minutes: 7/23/25 BOT Meeting
5. Treasurer's Report
6. Trustee Committee Reports
  - Personnel & Salaries (T. Zimmerly)
    - Employee Handbook
  - Marina (E. Talman)
7. District Office Manager's Report
  - Resolution 2025-07 - Manatee County (Qualifying Officer)
8. Old Business
  - Agenda Motion (C. Howell) - Pool Electric
9. New Business
  - Agenda Motion (C. Howell) - Marina Contract
10. Resident Comments on Agenda Items - 3 Minutes
11. Announcements for Clubs & Organizations
12. Adjournment

**Pursuant to Section 286.26, Florida Statutes, and the Americans with Disabilities Act, any handicapped person desiring to attend this meeting should contact the District Manager at least 48 hours in advance of meeting to ensure that adequate accommodations are provided for access to the meeting.**

**Pursuant to Section 286.0105, Florida Statutes, should any person wish to appeal a decision of the Board with respect to any matter considered at this meeting, he or she will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is based.**

**Bayshore Gardens Park & Recreation District**  
**Profit & Loss Budget Performance**  
July 2025

	<u>Jul 25</u>	<u>Budget</u>	<u>Oct '24 - Jul 25</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>4000 · Assessments</b>					
4005 · Property Tax	0.00	46,862.50	567,762.85	468,625.00	562,350.00
4006 · Commission fees	0.00	-3,046.42	-17,032.89	-30,464.16	-36,557.00
4007 · Excess fees (Excess commission fees)	0.00		4,841.56		
<b>Total 4000 · Assessments</b>	<u>0.00</u>	<u>43,816.08</u>	<u>555,571.52</u>	<u>438,160.84</u>	<u>525,793.00</u>
<b>4100 · Rent</b>					
4111 · Screen Room Rental	50.00	12.50	394.25	125.00	150.00
4120 · Hall Rentals	4,268.54	2,083.33	25,447.11	20,833.35	25,000.01
<b>4150 · Marina Rentals</b>					
<b>4151 · Slip Rental</b>					
4152 · Resident slip rentals	336.00	5,000.00	46,516.00	50,000.00	60,000.00
4153 · Non Resident slip rentals	0.00	10,000.00	144,927.00	100,000.00	120,000.00
<b>Total 4151 · Slip Rental</b>	<u>336.00</u>	<u>15,000.00</u>	<u>191,443.00</u>	<u>150,000.00</u>	<u>180,000.00</u>
4154 · Small Boat Area	0.00	83.33	1,824.00	833.34	1,000.00
4156 · Trailer Space Rental	0.00	416.67	5,483.40	4,166.65	4,999.99
4157 · Gate Keys	60.00	500.00	5,295.00	5,000.00	6,000.00
4162 · NR Boat Ramp	0.00	1,000.00	11,200.00	10,000.00	12,000.00
4825 · Work Area/Pressure Washer	190.00		1,620.00		
<b>Total 4150 · Marina Rentals</b>	<u>586.00</u>	<u>17,000.00</u>	<u>216,865.40</u>	<u>169,999.99</u>	<u>203,999.99</u>
4100 · Rent - Other	0.00		36.16		
<b>Total 4100 · Rent</b>	<u>4,904.54</u>	<u>19,095.83</u>	<u>242,742.92</u>	<u>190,958.34</u>	<u>229,150.00</u>
<b>4300 · Pool</b>					
4360 · Pool FOB	0.00	250.00	1,460.00	2,500.00	3,000.00
<b>Total 4300 · Pool</b>	<u>0.00</u>	<u>250.00</u>	<u>1,460.00</u>	<u>2,500.00</u>	<u>3,000.00</u>
<b>4500 · Publications</b>					
4520 · Banner - Subscriptions	0.00		160.00		
<b>Total 4500 · Publications</b>	<u>0.00</u>		<u>160.00</u>		
<b>4600 · Interest Income (Interest Income)</b>	495.79		2,080.97		

**Bayshore Gardens Park & Recreation District**  
**Profit & Loss Budget Performance**  
July 2025

	<u>Jul 25</u>	<u>Budget</u>	<u>Oct '24 - Jul 25</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
<b>4800 · Miscellaneous Income</b>					
4802 · Office Services	0.00	6.67	46.00	66.66	80.00
4830 · Over/Short	0.00		0.01		
4800 · Miscellaneous Income - Other	0.00		5.00		
<b>Total 4800 · Miscellaneous Income</b>	<u>0.00</u>	<u>6.67</u>	<u>51.01</u>	<u>66.66</u>	<u>80.00</u>
<b>Total Income</b>	<u>5,400.33</u>	<u>63,168.58</u>	<u>802,066.42</u>	<u>631,685.84</u>	<u>758,023.00</u>
<b>Gross Profit</b>	5,400.33	63,168.58	802,066.42	631,685.84	758,023.00
<b>Expense</b>					
<b>5000 · Administration Expenses</b>					
<b>5100 · Wages, Taxes and Fees</b>					
5120 · Wages - Administration	6,252.00	5,000.00	59,601.00	50,000.00	60,000.00
5130 · Wages - Maintenance	4,189.38	6,666.67	48,260.76	66,666.66	80,000.00
5132 · Wages - Dockmaster	646.16	750.00	7,107.76	7,500.00	9,000.00
5135 · Wages - Pool	0.00	2,000.00	1,314.26	20,000.00	24,000.00
5170 · Health Insurance Compensation	200.00	291.67	2,200.00	2,916.66	3,500.00
5210 · Payroll Taxes	1,037.32	1,250.00	10,859.64	12,500.00	15,000.00
5215 · Unemployment Taxes	23.96	50.00	730.84	500.00	600.00
5610 · Accounting Fees	750.00	1,000.00	8,145.00	10,000.00	12,000.00
6080 · Travel Mileage	0.00	41.67	0.00	416.66	500.00
<b>Total 5100 · Wages, Taxes and Fees</b>	<u>13,098.82</u>	<u>17,050.01</u>	<u>138,219.26</u>	<u>170,499.98</u>	<u>204,600.00</u>
<b>Total 5000 · Administration Expenses</b>	13,098.82	17,050.01	138,219.26	170,499.98	204,600.00
<b>5200 · Marina Expense</b>					
5240 · Sales Tax	0.00		1.00		
5250 · Property Tax	0.00	300.00	2,860.52	3,000.00	3,600.00
5575 · Marina Repair/Maintenance/FOBS	550.00	2,083.33	7,047.45	20,833.34	25,000.00
5200 · Marina Expense - Other	0.00		40.02		
<b>Total 5200 · Marina Expense</b>	<u>550.00</u>	<u>2,383.33</u>	<u>9,948.99</u>	<u>23,833.34</u>	<u>28,600.00</u>
<b>5300 · Security</b>					
5311 · Security Camera R&M	474.00	1,891.67	20,654.20	18,916.66	22,700.00
<b>Total 5300 · Security</b>	<u>474.00</u>	<u>1,891.67</u>	<u>20,654.20</u>	<u>18,916.66</u>	<u>22,700.00</u>

## Bayshore Gardens Park & Recreation District Profit & Loss Budget Performance July 2025

	Jul 25	Budget	Oct '24 - Jul 25	YTD Budget	Annual Budget
<b>5400 · Utilities</b>					
5410 · Electric	1,454.35	2,500.00	10,609.02	25,000.00	30,000.00
5420 · Water/Sewer	1,411.30	1,666.67	17,223.63	16,666.66	20,000.00
5430 · Telephone	0.00	100.00	355.00	1,000.00	1,200.00
5440 · Gas/Propane	0.00	8.33	0.00	83.34	100.00
5460 · Internet	281.67	258.33	2,760.80	2,583.34	3,100.00
<b>Total 5400 · Utilities</b>	<b>3,147.32</b>	<b>4,533.33</b>	<b>30,948.45</b>	<b>45,333.34</b>	<b>54,400.00</b>
<b>5500 · Building and Grounds</b>					
5511 · Professional/Contract Services	6,086.89	833.33	29,761.53	8,333.34	10,000.00
5512 · Repairs, Maintenance & Supplies	2,802.64	916.67	10,947.79	9,166.66	11,000.00
5514 · Building Maintenance	2,600.00	1,250.00	25,664.00	12,500.00	15,000.00
5515 · Janitorial and Cleaning	239.91	583.33	3,810.13	5,833.34	7,000.00
5516 · Gasoline (Grounds machinery fuel)	0.00	50.00	60.00	500.00	600.00
5520 · Maintenance Equipment	0.00	500.00	1,998.75	5,000.00	6,000.00
5530 · Pest Control	0.00	50.00	440.00	500.00	600.00
5560 · Landscaping	6,755.00	4,335.25	12,505.48	43,352.50	52,023.00
5580 · Pool Maintenance	0.00	483.33	603.83	4,833.34	5,800.00
5585 · Pool Repair/Replacement	0.00	166.67	68.62	1,666.66	2,000.00
5590 · Pool Chemicals	853.95	2,083.33	9,730.70	20,833.34	25,000.00
5591 · EPA/Water	0.00	108.33	0.00	1,083.34	1,300.00
5683 · Certification Reimbursement	0.00	83.33	0.00	833.34	1,000.00
5684 · Woodchoppers	0.00	83.33	188.00	833.34	1,000.00
6500 · Playground Expense	0.00	250.00	7,290.00	2,500.00	3,000.00
5500 · Building and Grounds - Other	0.00		30.80		
<b>Total 5500 · Building and Grounds</b>	<b>19,338.39</b>	<b>11,776.90</b>	<b>103,099.63</b>	<b>117,769.20</b>	<b>141,323.00</b>
<b>5600 · Other Administration Expense</b>					
5519 · Leased Equipment	331.10	183.33	3,793.56	1,833.34	2,200.00
5650 · Postage	0.00	100.00	0.00	1,000.00	1,200.00
5660 · Legal Fees	0.00	416.67	5,895.66	4,166.66	5,000.00
5665 · Seminars, Training and Fees	0.00	41.67	50.00	416.66	500.00

## Bayshore Gardens Park & Recreation District Profit & Loss Budget Performance July 2025

	Jul 25	Budget	Oct '24 - Jul 25	YTD Budget	Annual Budget
5670 · Office Supplies/Expenses	483.00	583.35	3,561.06	5,833.30	7,000.00
5680 · Audit Fees	0.00	1,166.67	8,200.00	11,666.66	14,000.00
5682 · Organizational Fees and License	0.00	16.67	20.00	166.66	200.00
5686 · Website Maintenance	206.00	133.33	1,820.00	1,333.34	1,600.00
5690 · Advertising	0.00	58.33	959.10	583.34	700.00
6020 · Bank Fees	197.97	1,000.00	1,544.57	10,000.00	12,000.00
6021 · Credit Card Fees	147.65		6,940.15		
6040 · Trustee Election	0.00	250.00	0.00	2,500.00	3,000.00
6041 · Board Ethics Course	0.00	83.33	237.00	833.34	1,000.00
5600 · Other Administration Expense - Other	0.40		1.60		
<b>Total 5600 · Other Administration Expense</b>	<b>1,366.12</b>	<b>4,033.35</b>	<b>33,022.70</b>	<b>40,333.30</b>	<b>48,400.00</b>
<b>5630 · Insurance-Business</b>					
5631 · Insurance - Liability	0.00	1,083.33	44,317.00	10,833.34	13,000.00
5632 · Insurance - Workers Compensatio	0.00	416.67	3,863.24	4,166.66	5,000.00
5633 · Insurance - Auto Liability	0.00		0.00	0.00	0.00
5634 · Insurance -Property	0.00	2,833.33	0.00	28,333.34	34,000.00
<b>Total 5630 · Insurance-Business</b>	<b>0.00</b>	<b>4,333.33</b>	<b>48,180.24</b>	<b>43,333.34</b>	<b>52,000.00</b>
<b>5700 · Publications Expense</b>					
5711 · Banner composition	300.00	416.67	4,060.00	4,166.66	5,000.00
5750 · Banner - Office Supplies					
5752 · Office supplies	62.00		404.00		
5750 · Banner - Office Supplies - Other	144.00	208.33	1,596.00	2,083.34	2,500.00
<b>Total 5750 · Banner - Office Supplies</b>	<b>206.00</b>	<b>208.33</b>	<b>2,000.00</b>	<b>2,083.34</b>	<b>2,500.00</b>
<b>Total 5700 · Publications Expense</b>	<b>506.00</b>	<b>625.00</b>	<b>6,060.00</b>	<b>6,250.00</b>	<b>7,500.00</b>
<b>5800 · District Recreation</b>					
5830 · Expenses -	0.00	83.33	0.00	833.34	1,000.00
5870 · Swim Team	0.00	0.00	140.60	0.00	0.00
<b>Total 5800 · District Recreation</b>	<b>0.00</b>	<b>83.33</b>	<b>140.60</b>	<b>833.34</b>	<b>1,000.00</b>
<b>5900 · Capital Layout</b>					
5901 · Survey	0.00		0.00	0.00	0.00

**Bayshore Gardens Park & Recreation District**  
**Profit & Loss Budget Performance**  
 July 2025

	<u>Jul 25</u>	<u>Budget</u>	<u>Oct '24 - Jul 25</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
5915 · Maintenance Shed Awning	0.00	1,250.00	0.00	12,500.00	15,000.00
5917 · Pool ADA Bathrooms	0.00		21,617.30	0.00	0.00
5921 · Fitness Trail	0.00	2,500.00	0.00	25,000.00	30,000.00
5922 · Hall	0.00	1,125.00	28,245.00	11,250.00	13,500.00
5923 · Playground	0.00	8,333.33	116,321.61	83,333.34	100,000.00
<b>Total 5900 · Capital Layout</b>	<b>0.00</b>	<b>13,208.33</b>	<b>166,183.91</b>	<b>132,083.34</b>	<b>158,500.00</b>
6900 · Uncategorized Expenses	0.00		0.00		
8500 · STORM EXPENSES	-256,658.54	3,250.00	40,637.59	32,500.00	39,000.00
<b>Total Expense</b>	<b>-218,177.89</b>	<b>63,168.58</b>	<b>597,095.57</b>	<b>631,685.84</b>	<b>758,023.00</b>
<b>Net Ordinary Income</b>	<b>223,578.22</b>	<b>0.00</b>	<b>204,970.85</b>	<b>0.00</b>	<b>0.00</b>
<b>Other Income/Expense</b>					
<b>Other Income</b>					
10000 · Sales Tax Discount	3.02		149.26		
<b>Total Other Income</b>	<b>3.02</b>		<b>149.26</b>		
<b>Net Other Income</b>	<b>3.02</b>		<b>149.26</b>		
<b>Net Income</b>	<b><u>223,581.24</u></b>	<b><u>0.00</u></b>	<b><u>205,120.11</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>

**Bayshore Gardens Park & Recreation District**  
**Balance Sheet**  
 As of July 31, 2025

Jul 31, 25

**ASSETS**

**Current Assets**

**Checking/Savings**

1000 · Checking-Operating 5/3 2537	43,337.26
1004 · Petty Cash - District	350.00
1005 · Escrow Account 5/3 - 3919	35,939.39
1006 · Checking-Payroll 5/3 2545	24,310.11
1016 · Savings - Operating 5/3 4032	<u>521,505.16</u>

**Total Checking/Savings** 625,441.92

**Accounts Receivable**

1100 · Accounts Receivable	<u>83,375.58</u>
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**Total Accounts Receivable** 83,375.58

**Other Current Assets**

11500 · Water Boy Bottle Deposit	35.00
1200 · Prepaid Insurance	47,475.24
1200.50 · Reserve Accounts	
1032 · Reserve Fund - Marina	169,711.72
1036 · Reserve Fund - Security	<u>44,000.00</u>
<b>Total 1200.50 · Reserve Accounts</b>	213,711.72
1250 · Roof Deposit	40,725.00
1499 · *Undeposited Funds	<u>3,081.84</u>

**Total Other Current Assets** 305,028.80

**Total Current Assets** 1,013,846.30

**Fixed Assets**

1900 · Land	400,000.00
1910 · Buildings	1,539,916.72
1920 · Recreation Area	2,237,147.21
1940 · Recreation Area F & E	109,890.05
1960 · Machines & Equipment	136,791.67
1980 · Office Furniture and Equipment	49,599.28
1990 · Other Furniture and Equipment	53,448.88
1995 · Accumulated Depreciation	<u>-1,836,265.82</u>

**Total Fixed Assets** 2,690,527.99

**TOTAL ASSETS** 3,704,374.29

**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

**Accounts Payable**

2000 · Accounts Payable	<u>54,724.23</u>
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**Total Accounts Payable** 54,724.23

**Other Current Liabilities**

2010 · Accrued Wages	7,467.34
2100 · Payroll Liabilities	802.20

**Bayshore Gardens Park & Recreation District**  
**Balance Sheet**  
As of July 31, 2025

	<u>Jul 31, 25</u>
2105 · Prepaid Expenses (Expense paid for previous FY)	791.20
2171 · Sales Tax Payable	2,538.14
2500 · Security Deposits	
2501 · Hall Security Deposits	10,426.50
2502 · Marina Security Deposits	39,980.00
2503 · Screen Room Deposit (Screen Room Deposit)	80.00
Total 2500 · Security Deposits	<u>50,486.50</u>
2600 · Deferred Revenues	
2610 · Prepaid Ramp and Pool Fobs	10.00
2600 · Deferred Revenues - Other	39,450.89
Total 2600 · Deferred Revenues	<u>39,460.89</u>
2800 · Deposit on Boat Slips	3,250.00
Total Other Current Liabilities	<u>104,796.27</u>
Total Current Liabilities	<u>159,520.50</u>
Total Liabilities	159,520.50
Equity	
3040 · Owners' Equity	182,295.76
3050 · Retained Earnings (Retained Earnings)	2,106,643.16
3200 · Fund Balance	-86,517.97
3300 · Investment in GFAAG	1,137,312.73
Net Income	205,120.11
Total Equity	<u>3,544,853.79</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u><u>3,704,374.29</u></u></b>

NEW

For all full time-year around employees work is eight (8) hours per day or forty (40) hours a week.

### **5.3 OVERTIME: EXEMPT EMPLOYEES**

Bayshore Gardens office is open for business 40 hours per week. Overtime is compensated by accruing comp time at the rate of one and one-half times the hours over forty (40) hours of work week. Time off on personal time, holidays, or any leave of absence will not be considered hours worked when-calculating overtime. In addition, vacation time does not constitute hours worked. All accrued overtime comp time must be used within the current calendar year.

### **5.3. OVERTIME: NON-EXEMPT EMPLOYEES**

All overtime work performed by an hourly employee must receive the Manager's prior authorization. Overtime worked without prior authorization from the Manager may result in disciplinary action. The Manager's signature on a timesheet authorizes pay for overtime hours worked. Overtime compensation is at 1 ½ times regular hourly rate.

All overtime compensation must be approved by the District Office Manager and Chairman of the Board of Trustees.

### **5.4 PAYDAYS**

All employees are paid biweekly. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the previous day of operation.

If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his/her return from vacation.

If the employee is not at work when paychecks are distributed and does not receive the paycheck, the employee will need to see the Manager.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Paychecks may also be mailed to the employee's address upon request accompanied by a self-addressed stamped envelope.

## **SECTION 6**

### **BENEFITS AND SERVICES**

Bayshore Gardens offers a benefits program for its [regular full-time] and [regular part-time] employees. However, the existence of these programs does not signify that an employee will necessarily be employed for the required time necessary to qualify for the benefits included in and administered through these programs.

### **6.1 INSURANCE**

**SECTION 5**

**WAGE AND SALARY POLICIES**

**5.1 WAGE OR SALARY INCREASES**

Each employee’s hourly wage or annual salary will be reviewed at least once each year. The employee’s review date will usually be conducted on or about the anniversary date of employment or the date of the previous compensation review. Such reviews may be conducted more frequently for a newly created position or based on a recent promotion.

Increases will be determined on the basis of performance, adherence to District policies and procedures, and ability to meet or exceed duties per job description and achieve performance goals (See Section 3.11, Performance Review/Planning Sessions).

Although the District’s salary ranges and hourly wage schedules will be adjusted on an ongoing basis, Bayshore Gardens does not grant “cost of living” increases. Performance is the key to wage increases in the District.

**5.2 TIMEKEEPING**

Accurately recording time worked is the responsibility of every non-exempt employee. Time worked is the time actually spent on a job(s) performing assigned duties.

Bayshore Gardens does not pay for extended breaks or time spent on personal matters.

All employees are expected to report for work and begin working on time in accordance with their established work schedule and at the designated work site. Each employee must document his/her work hours on a daily basis. Employees will record hours worked and leave taken and submit a time sheet to the Manager.

For all full time-year around employees work is eight (8) hours per day or forty (40) hours a week.

**5.3 OVERTIME: EXEMPT EMPLOYEES**

Bayshore Gardens office is open for business 40 hours per week. Overtime is compensated by accruing comp time at the rate of one and one-half times the hours over forty (40) hours of work week. Time off on personal time, holidays, or any leave of absence will not be considered hours worked when-calculating overtime. In addition, vacation time does not constitute hours worked. All accrued overtime comp time must be used within the current calendar year.

**5.3. OVERTIME: NON-EXEMPT EMPLOYEES**

All overtime work performed by an hourly employee must receive the Manager’s prior authorization. Overtime worked without prior authorization from the Manager may result in disciplinary action. The Manager’s signature on a timesheet authorizes pay for overtime hours worked.

All accrued overtime comp time must be approved by the District Office Manager and Chairman of the Board of Trustees.

Regular breaks from daily work make everyone more productive. As vacation time is not a wage earned, getting paid for vacation earned but not taken would have to be reviewed by Personnel and Salaries and then submitted to the Board for approval. It is the responsibility of the employee to notify the Manager in advance of so it can be taken to the next Board meeting for final approval.

## **6.4 RECORD KEEPING**

The Manager maintains vacation time earned and used.

## **6.5 HOLIDAYS** *old*

Bayshore Gardens observes the following paid holidays per year for all year-round employees:

New Year's Day	Martin Luther King Jr Day
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Day After Thanksgiving Day
½ Day Christmas Eve	Christmas Day
½ Day Floating Personal Holiday	

If any of these holidays fall on Saturday, the preceding Friday shall be observed as a holiday; if any of these holidays fall on Sunday, the following Monday shall be observed as a holiday.

Regular year-round employees also have 5 floating holiday/sick days to use at the approval of the Manager. The 4th of July is a mandatory workday.

## **6.6 JURY DUTY/MILITARY LEAVE**

Employees will be granted time off to serve on a jury or military leave with pay. All regular employees both full-time and part-time will be kept on the active payroll until their civic duties have been completed. A copy of the jury duty summons, and all other associated paperwork are required for the personnel file.

## **6.7 SICK LEAVE**

Full time employees are eligible for up to five days, or forty hours, of sick leave during each calendar year. Part-time employees are eligible for pro-rated sick leave, based on the number of hours the employee is regularly scheduled to work. Sick leave benefits are earned on a pro-rated basis for each complete calendar month of service. Sick leave does not accrue from year to year, nor will it be paid out at the end of the year, or upon termination.

Employees who are unable to report to work due to illness or injury need to contact their Manager as soon as possible and prior to the beginning of the workday.

Employees absent for more than three days in a row will be required to bring a note from your Doctor stating it is safe for your return to work.

The only exception to this would be upon approval of the Manager, Chairman of the Board, or Chairman of Personnel and Salaries.

of vacation should be in writing at least thirty (30) days prior to the beginning of the requested vacation period. All vacations are subject to Manager approval.

Bayshore Gardens encourages all employees to make the most of their vacation time.

Regular breaks from daily work make everyone more productive. As vacation time is not a wage earned, getting paid for vacation earned but not taken would have to be reviewed by Personnel and Salaries and then submitted to the Board for approval. It is the responsibility of the employee to notify the Manager in advance of so it can be taken to the next Board meeting for final approval.

## 6.4 RECORD KEEPING

The Manager maintains vacation time earned and used.

## 6.5 HOLIDAYS *New*

Bayshore Gardens observes the following paid holidays per year for all **full-time** year-round employees based on 8 hours per day. **Part-time** holiday pay based on the average number of hours per day in past 6 months:

Full Time New Year's Day	Martin Luther King Jr Day
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Day After Thanksgiving Day
½ Day Christmas Eve	Christmas Day
½ Day Floating Personal Holiday	

### **Part Time Holiday pay based on the average number of hours per day in past 6 months:**

New Years Day	Independence Day
Memorial Day	Veterans Day
Labor Day	Christmas Day
Thanksgiving Day	

If any of these holidays fall on Saturday the preceding Friday shall be observed as a holiday; if any of these holidays fall on Sunday, the following Monday shall be observed as a holiday.

## 6.6 JURY DUTY/MILITARY LEAVE

Employees will be granted time off to serve on a jury or military leave with pay. All regular employees both full-time and part-time will be kept on the active payroll until their civic duties have been completed. A copy of the jury duty summons, and all other associated paperwork are required for the personnel file.

## 6.7 SICK LEAVE

Full-time employees are eligible for up to five days, or forty hours, of sick leave during each calendar year. Part-time employees are eligible for pro-rated sick leave, based on the number of hours the employee is regularly scheduled to work. Sick leave benefits are earned on a pro-rated basis for each complete calendar month of service. Sick leave does not accrue from year to year, nor will it be paid out at the end of the year, or upon termination.

RESOLUTION 2025-07

**A RESOLUTION OF THE GOVERNING BODY OF THE BAYSHORE GARDENS PARK AND RECREATION DISTRICT, FLORIDA, REQUESTING THE MANATEE COUNTY SUPERVISOR OF ELECTIONS TO CONDUCT AN ELECTION FOR PURPOSE OF FILLING QUALIFYING SEATS ON THE BOARD OF TRUSTEE, AND FOR OTHER RELATED PURPOSES.**

**WHEREAS**, the Bayshore Gardens Park and Recreation District (the "District") is an independent special district duly established and existing under the laws of the State of Florida; and

**WHEREAS**, pursuant to Chapter 189.04 Florida Statutes, and Chapter 2002-365 (5) the District's governing documents, an election is required to be held to fill qualifying seats on the District's Board of Trustees; and

**WHEREAS**, the District desires to request the Manatee County Supervisor of Elections to conduct this election in accordance with Florida election laws; and

**WHEREAS**, the election expenses shall be paid by the District out of its treasury, in accordance with Section 100.011(4)(a), Florida Statutes.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE BAYSHORE GARDENS PARK AND RECREATION DISTRICT, FLORIDA, THAT:**

**SECTION 1. REQUEST FOR ELECTION.** The governing body of the Bayshore Gardens Park and Recreation District hereby requests the Manatee County Supervisor of Elections to conduct an election for the purpose of electing individuals to fill qualifying seats on the District's Board of Trustees.

**SECTION 2. DATE OF ELECTION.** The election shall be held biennially on the first Tuesday after the first Monday of December of each odd numbered year, which dates may not align with the schedule of Manatee County, in accordance with Section 100.101, Florida Statutes.

**SECTION 3. CANDIDATE QUALIFICATIONS.** Candidates seeking election to office shall conduct their campaigns in accordance with the provisions of Chapter 106, Florida Statutes, and shall file qualifying papers and qualify for individual seats in accordance with Section 99.061, Florida Statutes. A qualified elector is a person at least 18 years of age, a U.S. citizen, a legal resident of Florida and the District, and registered to vote with the Manatee County Supervisor of Elections.

**SECTION 4. SUPERVISOR OF ELECTIONS RESPONSIBILITIES.** The Supervisor of Elections is hereby requested to provide all necessary services for the conduct of this election, including but not limited to:

- Designing, printing, and proofing ballots pursuant to Florida election law.
- Processing requests for and mailing vote-by-mail ballots and related election materials.
- Receiving and securing mail ballots.
- Verifying signatures on mail ballots.
- Designating polling places.
- Appointing inspectors and clerks of elections.
- Canvassing the election returns.
- Declaring and certifying the results of the election.

**SECTION 5. REIMBURSEMENT FOR SERVICES.** The District agrees to reimburse the Manatee County Supervisor of Elections in full for all services performed upon presentation of a bill to the District, in accordance with Florida Statutes Section 100.011(4)(a).

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption. PASSED AND ADOPTED this 23<sup>rd</sup> day of July, 2025. BY THE GOVERNING BODY OF THE BAYSHORE GARDENS PARK AND RECREATION DISTRICT.

\_\_\_\_\_  
Danial Rawlinson, Chairman

ATTEST:

\_\_\_\_\_  
Eric Talman, Secretary

## ADDENDUM A

### HALL RULES

1. Shall not exceed maximum capacity 224. Addition of the Screen Room for the event does NOT increase the capacity for the event. The total capacity for the event remains at 224 with Screen Room.
2. All Music shall end at or before 10:00PM
3. Everyone must be out of the hall by 11:00PM
4. Kitchen to be used for heating purposes only. **NO FOOD PREPARATION**
5. No glass bottles outside of bar area
6. Smoking Prohibited in the Facility
7. Kitchen and appliances must be left clean. (See contract for penalties)
8. All decorations must be removed from the facility. Trash to be placed in bins
9. Only masking tape or painters' tape may be used for decorations no tacks or nails permitted
10. Ice sculptures not allowed. Coolers must be placed on rubber mats
11. No open flame or fireworks, EXCEPTION: Sterno's may be used for food line
12. Chairs are to be pushed up to tables when you leave
13. NO UNLICENSED FOOD VENDORS ON THE PREMISES
14. NO food preparation or serving other than inside the Recreation Hall
15. Do not slide anything on the floor including tables, chairs, audio equipment, coolers and more.
16. Do not rearrange tables and chairs
17. Do not put tape on the floors
18. All exterior doors must be kept closed at all times.
19. If Screen room is reserved with the Hall, you will be provided a key to the door to access Screen room from the Hall. Door must be locked when you leave and key returned to the office receive your deposit.
20. No access to the Hall prior to the time on the contract. **No access prior to Noon.**
21. You may take possession of the facility at the lease time on the contract and must vacate at the end of your specified contract time. (Additional hours or portions thereof will be withheld from your deposit).
22. **No subletting of the Recreation Hall.** Lessee must be present at all times during event.

I have read the rules above and will adhere to the rules. Failure may result in my security deposit being withheld. (Copy to file)

\_\_\_\_\_  
Date of Event

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Date

Approved: 4/17/18 *Sharon Denson, Chairman*

Revised: 10/16/18 Revised: 1/15/19 Revised: 8/25/21 Revised: 3/26/25

Effective: 4/17/18



# ELECTION FACT SHEET

August 5, 2025

Contact: (941) 741-3823

## December 2, 2025 Bayshore Gardens Park & Recreation District Election

**Election Day:** Tuesday, December 2, 2025 - Polls are open 7 a.m. to 7 p.m.

**Qualifying Period:** Noon, September 22, 2025 to Noon, September 26, 2025

**Qualifications:** Each candidate for a seat on the Bayshore Gardens Park & Recreation District Board of Trustees shall be a citizen of the United States, a registered voter in Manatee County and resident in Bayshore Gardens.

<b>Seats Up For Election:</b>	<b>Seat</b>	<b>Incumbent / Party</b>
	Seat 2	Joyce Fisher (NP)
	Seat 4	Eric Talman (NP)
	Seat 6	Cori Howell (NP)
	Seat 8	Barbara Susdorf (NP)

**Term:** 4 years

**Forms required:** **DS-DE forms** are maintained by the Florida Department of State, Division of Elections, and are linked on our website: go to [www.VoteManatee.gov](http://www.VoteManatee.gov), click Candidate Information, Candidate Forms, and select the desired form number.

- 1. Form DS-DE 9, Appointment of Campaign Treasurer and Designation of Campaign Depository for Candidates;** must be filed before opening a campaign account and accepting or spending any funds
- 2. Form DS-DE 84, Statement of Candidate;** must be filed within 10 days of filing form DS-DE 9
- 3. Form DS-DE 302NP, Candidate Oath Nonpartisan Office;** must be filed during the qualifying period
- 4. CE Form 1, Statement of Financial Interests. All Form 1 filing is electronic,** and is administered by and filed with the Florida Commission on Ethics, at <https://disclosure.floridaethics.gov>. Candidates are urged to allow ample time to complete the e-filing process prior to the qualifying period, when ***you must present a printed copy of your filed Form 1***

<b>Methods of Qualifying:</b>	Two ways in which a candidate can qualify <ul style="list-style-type: none"> <li>• Paying qualifying fee. You must pay \$25.00 due no later than end of qualifying.</li> <li>• Collecting petitions. The required number of petitions is 25. The deadline to submit petitions is prior to noon on Monday, August 25, 2025.</li> </ul>
<b>Qualifying Officer:</b>	Scott Farrington, Supervisor of Elections 600 301 Blvd W., Suite 108 Bradenton (941) 741-3823
<b>Precincts/Polling Locations:</b>	1 precinct in 1 polling place location  Bayshore Gardens Rec Center 6919 26 <sup>th</sup> St W Bradenton
<b>Registration Deadline:</b>	Monday, November 3, 2025
<b>Voter registration:*</b> <b>(as of 8/04/2025)</b>	<b>2,459 total registered voters</b>
<b>Mail Ballot Request Deadline:</b>	5 p.m. Thursday, November 20, 2025 (for ballot to be mailed)
<b>Mail UOCAVA Ballots</b>	Friday, October 17, 2025
<b>Mail Domestic Ballots</b>	Friday, October 24, 2025
<b>Mail Ballot Return Deadline:</b>	7 p.m. Election Day (December 2 <sup>nd</sup> ) – Return to Election Office
<b>L &amp; A Testing of Equipment</b>	Tuesday, November 25, 2025 9:00 a.m.
<b>Canvassing of Vote by Mail Ballots</b>	Tuesday, November 25, 2025 9:00 a.m. & Tuesday, December 2, 2025 6:30 p.m.
<b>Canvassing of Provisional Ballots / Canvassing of Vote By Mail Ballots (if needed) / Post Election Certification Audit</b>	Friday, December 5, 2025 9:00 a.m.

BAYSHORE GARDENS PARK AND RECREATION DISTRICT  
AGENDA FORM FOR TRUSTEES

1002F

Completed form due in the office by 4:00 p.m. eight (8) days prior to meeting date.

This form can be utilized to bring a motion and/or discussion topic to the board.

Motion Defined: A motion is a request, or proposal, for the board to take action on an issue.

Agenda Item: Electrical Projects Meeting Date: 8/27/2025

Type of Meeting: \_\_\_\_\_ Workshop \_\_\_\_\_ Board Meeting

Motion: \_\_\_\_\_ Discussion:  (check one)

Rationale for Request: Review new/other options for  
Permanent building Hook up and  
Pool Electrical

Estimated Costs to District (if applicable)  
TBD

Attachments/Supporting documents: None: \_\_\_\_\_

Board Trustee: CH Date: 8/8/2025

Print Name: Cori Howell

Received by: [Signature] Date: 8/8/2025

BAYSHORE GARDENS PARK AND RECREATION DISTRICT  
AGENDA FORM FOR TRUSTEES

1002F

Completed form due in the office by 4:00 p.m. eight (8) days prior to meeting date.

This form can be utilized to bring a motion and/or discussion topic to the board.

Motion Defined: A motion is a request, or proposal, for the board to take action on an issue.

Agenda Item: Marina Contract Meeting Date: 8/27/25

Type of Meeting: \_\_\_\_\_ Workshop \_\_\_\_\_ Board Meeting X

Motion: \_\_\_\_\_ Discussion: X (check one)

Rationale for Request: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated Costs to District: (if applicable)

\_\_\_\_\_  
\_\_\_\_\_

Attachments/Supporting documents: None: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Board Trustee: CHowell Date: 8/12/25

Print Name: Cori Howell

Received By: Hia C Date: 8/12/25

**Bayshore Gardens Park and Recreation District**  
**Boat Ramp and Marina Use Contract**  
**(Contract renewals are due October 1st annually)**

A. **Parties and Scope of Contract.** This Boat Ramp and Marina Use Contract ("Contract") is entered into by and between Bayshore Gardens Park and Recreation District ("District") and the undersigned individual ("User") for the use of the boat ramp, marina, and/or marina slips at Bayshore Gardens Park and Recreation District, located at 6919 26th St W Bradenton FL 34207, effective as of the date of signing.

B. **General Provisions.**

1. This Contract governs the use of the District's boat ramp, marina, and/or marina slips, a pay-for-use facility requiring fob entry.
2. Access to the facility is contingent upon full compliance with all terms and provisions outlined in this Contract and the Rules and Regulations of the District, as may be amended from time to time by the District's Board of Trustees, including but not limited to the District's Rules and Regulations for Boat Ramp and Marina Use Continuance, attached hereto as Exhibit "A".
3. By signing this Contract, the User acknowledges they have read, understood, and agree to abide by all terms and provisions set forth herein.
4. **Term.** The term of this Contract is based upon the fiscal year of the District, which runs from October 1<sup>st</sup> through September 30<sup>th</sup> each year. The Contract Term shall commence upon the date of execution hereof and extend through September 30<sup>th</sup> (the "Term"). This Contract is subject to renewal annually on October 1<sup>st</sup> by written agreement of the Parties and timely submission of all requisite renewal documentation and fees by User. All renewals submitted after October 10<sup>th</sup> shall be subject to a late fee of \$100, which shall be due and payable by User upon the execution of a new agreement.\

C. **Boat Slip and Marina Access Registration and Payment Requirements.**

1. **Vehicle Access and Permit Requirements.** All vehicles (including trailers) towing vessels and/or parking on District property, including but not limited to the gated marina area, must be registered with the District Office to obtain a valid permit.
  - 1.1 Permits issued hereunder are valid from the date of registration through September 30. Permits are subject to renewal annually on October 1, and the User must submit the renewal documentation and associated fees on or before October 1 to maintain a valid permit. Failure to timely submit renewals and requisite fees will result in deactivation of the User's fob.
  - 1.2 All registered vehicles must display a current permit sticker permanently affixed to the exterior of the driver's side of the rear window, clearly visible for inspection. A permit sticker will be given to the User at the time of registration.
  - 1.3 Guests are not permitted to park within the gated marina area or in the marina overflow parking, which is designated exclusively for trucks and trailers. Guests must park in designated single-vehicle parking spaces outside the marina gates.
  - 1.4 Violators of parking rules will be towed at the owner's expense.

### 1.5 Rates and Annual Fee for Vehicle Access:

- Non-resident users shall pay the Vehicle Fee in full upon the execution of this Contract. Resident users shall be permitted to pay the Vehicle Fee bi-annually with the initial payment of one-half of the Vehicle Fee being due upon execution of this Contract and the second one-half payment of the Vehicle Fee being due six (6) months after the execution date of this Contract, or upon invoice by the District.

### 1.6 Registration Requirements. The User must provide the following documentation at the time of registration for vehicle access:

- Proof of valid insurance and current registration for the vehicle.
  - If User renews or updates the registration and/or insurance of the vehicle during the Term of this Contract, User shall provide the District with documentation of such renewal or update within seven (7) days thereof. Documentation of such renewal and/or update may be provided to the District via email: [office@bayshoregardens.org](mailto:office@bayshoregardens.org); fax: (941) 739-3515; or by dropping the documentation in the night drop box.
- Proof of ownership of the vehicle.
- Valid driver's license(s) for any individual who will be operating the vehicle on District property.

## 2. **Boat Slip Rental Requirements.** All vessels that will be stored in a District-owned boat slip must be registered with the District.

### 2.1 Rates and Annual Fee for Boat Slip Rental:

- Non-resident users shall pay the Boat Slip Rental Fee in full upon the execution of this Contract. Resident users shall be permitted to pay the Boat Slip Rental Fee bi-annually with the initial payment of one-half of the Boat Slip Rental Fee being due upon execution of this Contract and the second one-half payment of the Boat Slip Rental Fee being due six (6) months after the execution date of this Contract, or upon invoice by the District.

### 2.2 **Security Deposit.** A non-resident renter shall pay the District a security deposit in the amount of \$500 upon execution of this Contract. A resident renter shall pay the District a security deposit in the amount of \$250 upon execution of this Contract. The security deposit shall secure performance of the Contract. At the end of the Term, the District may apply the security deposit to any damages related to the User's breach of this Contract or to pay any delinquency or damage caused by the User or the User's guests. Any unused portion of the security deposit shall be refunded to the User upon expiration of this Contract and removal of the vessel from the marina. The processing of refunds typically takes approximately fourteen (14) business days.

**2.3 Registration Documentation.** The User must provide the following documentation at the time of registration for boat slip rental:

- Proof of valid insurance and current registration for the vessel.
  - User must maintain liability insurance in the amount of \$100,000.00 for the Term of this Contract for any vessel stored in a District-owned boat slip. The District shall be named as an additional insured on the insurance policy.
  - If User renews or updates the registration and/or insurance of the vessel during the Term of this Contract, User shall provide the District with documentation of such renewal or update within seven (7) days thereof. Documentation of such renewal and/or update may be provided to the District via email: [office@bayshoregardens.org](mailto:office@bayshoregardens.org); fax: (941) 739-3515; or by dropping the documentation in the night drop box.
  - Failure to maintain the required insurance and/or registration or to provide documentation thereof to the District as required hereunder may result in the immediate termination of this Contract.
- Proof of legal ownership of the vessel.
  - User must comply with Section 328.58, Florida Statutes, regarding reciprocity. Vessels with foreign registration must comply with all federal laws.

**2.4 Priority to Residents.** District residents have priority over non-residents for boat slips. Should a District resident desire a boat slip and none are available, the District reserves the right to not renew a non-resident boat slip rental agreement upon its expiration. The District will strive to give the non-resident ninety (90) days' notice of non-renewal, however, the District is under no obligation to do so.

**2.5 Sublease, Transfer, or Assignment of Boat and/or Boat Slip.** This Contract only allows dockage of the User's boat, as described above. User is prohibited from transferring, subletting, assigning or permitting the use of the boat slip by any other person or boat, without prior notice to and written approval of the District. Any attempted sublease, transfer, or assignment is void, except as permitted by this Section 2.5. If prior to the expiration of the Term of this Contract, User intends on purchasing a new boat and occupying the boat slip with the new boat, User shall provide written notice to the District of the same and to the extent the District is agreeable to the new boat occupying the boat slip, the Parties shall enter into a new agreement. If prior to the expiration of the Term of this Contract, User intends on selling the Boat to a third party and such third party desires to occupy the boat slip described in this Contract, User shall provide written notice to the District of the same and to the extent the District is agreeable to the third party occupying the boat slip, the third party and the District shall enter into a new agreement. The failure of User to adhere to the provisions of this Section 2.5 may result in forfeiture of User's security deposit and/or any refund due. User shall remain liable for the boat slip under the terms of this Contract until such time as any new agreement is executed in accordance with this Section 2.5.

**2.6 Boat Slip Assignment/Change Fee.** The Dock Master shall assign boat slips based on boat/slip size and slip availability. Once the boat slip is assigned, any request by User for a reassignment of a boat slip shall be made in writing to the Dock Master. If the Dock Master approves any such request, a \$75 fee will be charged to User and such fee shall be paid upon invoice and prior to User occupying the reassigned boat slip.

**2.7 Non-Judicial Sale Of Vessels:** The provisions of Section 328.17, Florida Statutes, Non-Judicial Sale of Vessels, shall apply to this Contract. The District shall have a lien pursuant to Section 328.17, Florida Statutes, against the User's boat and its appurtenances for unpaid fees due for the use of the boat slip and/or other services provided by the District, as well as for damages caused to any boat slip owned by the District. The User covenants that he/she is the owner of the boat as described herein and hereby authorizes the District to proceed under Section 328.17, Florida Statutes, upon termination or non-renewal of the Contract. The address of the User shown above shall be used for any required notice to User.

**2.8 Emergencies/Hurricanes.** The User is responsible for securing the User's boat, especially during hurricanes, high tides and heavy rains. The User is responsible for the care and protection of the User's boat. If an emergency occurs when the User's boat is in distress, or is in danger of sinking, and/or causing harm to another boat or the marina, the District will make reasonable efforts to contact User and the User's designated emergency contact. The Dockmaster shall have the authority, but not the obligation, to take any and all such actions as he/she deems necessary or desirable to prevent damage to the marina, the User's boat, and/or the surrounding boats, without limitation. User shall pay the District \$100 per hour for any actions taken by the District pursuant to this Section and such amount shall be due and payable upon receipt of an invoice from the District. The District, its employees, and representatives shall not be liable for any damages or liability whatsoever for taking action or non-action as described in this Section 2.8.

**2.9 Surrender of Slip/Holding Over.** Upon expiration of the term of this Contract, User shall surrender to the District the boat slip in good condition. User shall remove the User's boat at User's expense and shall perform all restoration necessary to restore the boat slip to the same condition prior to User's possession of the boat slip and commencement of the Contract.

**2.10 Additions or Alterations.** Additions or alterations of a boat slip or walkway are expressly prohibited unless approved in writing by the District and are subject to such terms as may be provided by the District. In the event the District approves an addition or alteration, said addition shall become the property of the District upon its installation and the District shall not be obligated to compensate User in any manner for any such addition following or upon the expiration of termination of this Contract. All unauthorized additions or alterations may be removed by the District and User shall be liable for any damages to District's property as a result of the unauthorized addition or alteration, or its removal.

**3. Trailer Parking Space Rental Requirements.** All trailers stored on District property must be registered with the District.

**3.1 Rates and Annual Fee for Trailer Space Rental:**

- Non-resident users shall pay the Trailer Space Rental Fee in full upon the execution of this Contract. Resident users shall be permitted to pay the Trailer Space Rental Fee

biannually with the initial payment of one-half of the Trailer Space Rental Fee being due upon execution of this Contract and the second one-half payment of the Trailer Space Rental Fee being due six (6) months after the execution date of this Contract, or upon invoice by the District.

**3.2 Security Deposit.** A non-resident renter shall pay the District a security deposit in the amount of \$500 upon execution of this Contract. A resident renter shall pay the District a security deposit in the amount of \$250 upon execution of this Contract. The security deposit shall secure performance of the Contract. At the end of the Term, the District may apply the security deposit to any damages related to the User's breach of this Contract or to pay any delinquency or damage caused by the User or the User's guests. Any unused portion of the security deposit shall be refunded to the User upon expiration of this Contract and removal of the trailer from District property. The processing of refunds typically takes approximately fourteen (14) business days.

**3.3 Registration Documentation.** The User must provide the following documentation at the time of registration for trailer space rental:

- Proof of valid insurance and current registration(if applicable) for the trailer.
  - If User renews or updates the registration and/or insurance of the trailer during the Term of this Contract, User shall provide the District with documentation of such renewal or update within seven (7) days thereof. Documentation of such renewal and/or update may be provided to the District via email: [office@bayshoregardens.org](mailto:office@bayshoregardens.org); fax: (941) 739-3515; or by dropping the documentation in the night drop box.
  - Failure to maintain the required insurance and/or registration (if applicable) or to provide documentation thereof to the District as required hereunder may result in the immediate termination of this Contract.
- Proof of legal ownership of the trailer.

**3.4 Priority to Residents.** District residents have priority over non-residents for trailer spaces. Should a District resident desire a trailer space and none are available, the District reserves the right to not renew a non-resident trailer space rental agreement upon its expiration. The District will strive to give the non-resident ninety (90) days' notice of non-renewal, however, the District is under no obligation to do so.

**3.5 Sublease, Transfer, or Assignment of Trailer or Trailer Space.** This Contract only allows parking of the User's trailer, as described above. User is prohibited from transferring, subletting, assigning or permitting the use of the trailer space by any other person, trailer, and/or vehicle, without prior notice to and written approval of the District. Any attempted sublease, transfer, or assignment is void, except as permitted by this Section 3.5. If prior to the expiration of the Term of this Contract, User intends on purchasing a new trailer and occupying the trailer space with the new trailer, User shall provide written notice to the District of the same and to the extent the District is agreeable to the new trailer occupying the trailer space, the Parties shall enter into a new agreement. If prior to the expiration of the Term of this Contract, User intends on selling the trailer to a third party and such third party desires to

occupy the trailer space described in this Contract, User shall provide written notice to the District of the same and to the extent the District is agreeable to the third party occupying the trailer space, the third party and the District shall enter into a new agreement. The failure of User to adhere to the provisions of this Section 3.5 may result in forfeiture of User's security deposit and/or any refund due. User shall remain liable for the trailer space under the terms of this Contract until such time as any new agreement is executed in accordance with this Section 3.5.

**3.6 Trailer Space Assignment/Change Fee.** The District shall assign trailer spaces based on trailer/space size and space availability. Once the trailer space is assigned, any request by User for a reassignment of a trailer space shall be made in writing to the District. If the District approves any such request, a \$75 fee will be charged to User and such fee shall be paid upon invoice and prior to User occupying the reassigned trailer space.

**3.7 Access to the Gated Marina Area and Boat Ramps.** All trailer spaces subject to this Contract are located within the gated marina area which requires a key fob to access outside of business hours.

#### **4. Key Fob Usage and Access**

**4.1** For unlimited access to the gated marina area, the User must purchase a key fob (or "fob") from the District. The gated marina area is accessible without a key fob during business hours. Users without key fobs may obtain access to the gated marina area outside of business hours by contacting the Dock Master.

**4.2** Fobs are non-transferable. Sharing fobs or allowing access to any unauthorized person(s) may result in permanent revocation of access privileges and towing of unauthorized vehicles at the owner's expense.

**4.3** A maximum of three (3) fobs per vehicle used for towing vessels may be issued. One (1) fob will be issued for all other vehicles unless otherwise agreed upon in writing with the District.

**4.4** User must provide a valid lease and proof of District residency (e.g., driver's license) to obtain a fob at the resident rate.

#### **5. Marina Work Areas**

**5.1** Use of marina work areas must be reserved and contracted through the District Office Manager or Dock Master. Unauthorized use of work areas will result in penalties, including potential revocation of access.

### **D. Miscellaneous**

#### **1. Compliance and Penalties**

**1.1** Violating any terms of this Contract or the Rules and Regulations of the District may result in revocation of access privileges.

- 1.2 Unauthorized vehicles or trailers parked in violation of this Contract will be towed at the owner's expense. Similarly, unauthorized vessels occupying District-owned boat slips will be removed at the owner's expense.
- 1.3 Users are responsible for contacting the Office Manager or Dock Master directly with any questions, issues, or for guidance regarding rule interpretation.
- 1.4 If User is unable to comply with one or more provisions of this Contract due to an emergency or other unforeseen temporary circumstances outside the User's control, the User must consult the Office Manager or Dock Master as soon as reasonably possible to avoid penalties.

## 2. Termination of Privileges

- 2.1 Access privileges may be terminated for any failure to comply with the terms of this Contract or upon change of District residency status (unless non-resident rates are paid and a fob is available).
- 2.2 The District reserves the right to revoke access at its discretion for non-compliance with any terms of this Contract.

## 3. Remedies. In the event of any breach of this Contract or the District's Rules and Regulations by User, the District may, at its sole discretion, immediately or any time thereafter:

- i. Terminate this Contract. In the event of such termination, User shall immediately remove User's boat and/or trailer from District property and return the key fob to the Office Manager. User shall remain liable for the fees and sales tax provided for under this Contract, additional fees as applicable (including but not limited to late fees), as well as any damage to District property, or any other obligation of User to the District pursuant to the terms of this Contract. Should User fail to remove the boat and/or trailer from District property following termination under this paragraph, the District may, without further notice, remove the boat and/or trailer from the District's property at the sole cost, expense, and risk of User.
- ii. Exercise any other remedy permitted by law.

## 4. Nuisances. No User or guest shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance within the marina or on the docks or the slips which destroys the peace, quiet and/or comfort of other users, or which interferes with the proper use of the marina. No User shall commit or permit any nuisance or any immoral or illegal activity in or about the District's marina. The District may prescribe rules and regulations, as necessary, to regulate such actions and conduct.

## 5. Indemnification. User hereby releases and agrees to defend and fully indemnify the District (including all its officers, employees, directors, and agents) and hold it harmless from and against any and all liability, damages, costs or expenses, including attorney's fees, for any and all liability for personal injury, loss of life or property damage arising from any act or omission of any person including, but not limited to, (1) use of the District's premises (including but not limited to the use of the marina, boat ramp; and/or trailer space) (2) in connection with the User's personal property, including vessels and vehicles, while it is on the District's premises; and (3) for loss or damage to

the User's personal property, including vessels and vehicles, while it is on the District's premises, due to fire, theft, vandalism, collision, windstorm, rain, hurricane or other casualty loss, including User's vessel sinking in the marina.

6. **Governing Law.** This Contract shall be governed by the procedural and substantive laws of the State of Florida. Venue for any action brought to enforce the terms of this Contract shall be in Manatee County, Florida. The District is a Special District of the State of Florida and is entitled to sovereign immunity as defined under state law and the parties agree that the District's liability arising out of or related to this Contract shall not exceed the limits set forth in Section 768.28, Florida Statutes, regardless of whether the claim arises in tort, contract or otherwise.
7. **Release from Liability.** User hereby agrees, on User's behalf and on behalf of User's guests, invitees, heirs, and personal representatives, to fully and forever discharge and release the District and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives (collectively, the "Released Parties") from any and all claims User may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses, and/or causes of action, now known or hereinafter known in any jurisdiction, attributable or relating in any manner to User's entry upon and use of District property, including but not limited to the District's marina and boat ramp, whether caused by the negligence of the District or any of the Released Parties or by any other circumstance. User acknowledges and agrees that this Section 7 is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, and/or property damage or loss sustained by User while on or using the District property.

**User's Initials:** \_\_\_\_\_

8. **Acknowledgment and Agreement.** By signing below, the User acknowledges they have read and fully understand the terms and conditions of this Contract and the District's Rules and Regulations. The User agrees to comply with all terms and accepts responsibility for any penalties, including towing costs and revocation of access, resulting from non-compliance.
9. **Waiver.** A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision, or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

**Acknowledgment and Agreement.** By signing below, the User acknowledges they have read and fully understand the rules and regulations of this Contract and the District's Rules and Regulations. The User agrees to comply with all terms and accepts responsibility for any penalties, including towing costs and revocation of access, resulting from non-compliance.

**Registered User Information**

**Resident:** \_\_\_\_\_ **Non Resident:** \_\_\_\_\_

**Amount due on this date:** \_\_\_\_\_

**Amount due on this date if this contract if prorated:** \_\_\_\_\_

**Today's date:** \_\_\_\_\_  
**(All renewals are due by October 1st annually)**

**Name:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Phone alternate:** \_\_\_\_\_

**1. Vehicle Make/Model:** \_\_\_\_\_

Vehicle License Plate: \_\_\_\_\_

Vehicle Decal: \_\_\_\_\_

**2. Vehicle Make/Model:** \_\_\_\_\_

Vehicle License Plate: \_\_\_\_\_

Vehicle Decal: \_\_\_\_\_

**3. Vehicle Make/Model:** \_\_\_\_\_

Vehicle License Plate: \_\_\_\_\_

Vehicle Decal: \_\_\_\_\_

**Vessel Registration Number:** \_\_\_\_\_

1. Make: \_\_\_\_\_
2. Model: \_\_\_\_\_
3. Hull Number: \_\_\_\_\_

**Trailer License Plate:** \_\_\_\_\_

**Vessel Registration Number:** \_\_\_\_\_

1. Make: \_\_\_\_\_
2. Model: \_\_\_\_\_
3. Hull Number: \_\_\_\_\_

**Vessel Registration Number:** \_\_\_\_\_

1. Make: \_\_\_\_\_
2. Model: \_\_\_\_\_
3. Hull Number: \_\_\_\_\_

Fob Number(s): \_\_\_\_\_

**Owners' Signature**

User Signature: \_\_\_\_\_

User Name Print: \_\_\_\_\_

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

**District Representative**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

District Office Manager Phone: \_\_\_\_\_

Dock Master Phone: \_\_\_\_\_

Approved: \_\_\_\_\_ By: \_\_\_\_\_

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

## EXHIBIT "A"

### **Bayshore Gardens Park and Recreation District Rules and Regulations for Boat Ramp and Marina Use Continuance**

The following Rules and Regulations govern the use of the boat ramp and marina facilities at Bayshore Gardens Park and Recreation District ("District"). All Users must comply with these rules to maintain access privileges. Failure to comply may result in penalties, including permanent revocation of access and/or towing of vehicles and trailers at the User's expense.

#### **1. Conduct and Cleanliness**

- 1.1. Users must conduct themselves in a courteous and respectful manner at all times while using the marina and ramp facilities.
- 1.2. Users are responsible for keeping the marina and ramp areas clean and organized to ensure efficient traffic flow and accessibility for all users.
- 1.3. Trash must be either removed by the User or placed in designated receptacles provided by the District. Littering or leaving debris in the marina or ramp area is strictly prohibited.

#### **2. Traffic and Parking**

- 2.1. No vehicle may block gates, driveways, turnaround areas, or other vehicles not belonging to the User's party.
- 2.2. Parking is permitted only in designated areas. Parking in the turnaround or trailer storage area is strictly prohibited, and violators will be towed at the owner's expense and/or face revocation of access privileges.
- 2.3. Users must ensure their vehicles and trailers are operated in a safe and responsible manner at all times.

#### **3. Vessel Use and Storage**

- 3.1. Vessels may not be stored in the marina parking areas.
- 3.2. Loading and unloading of bulk personal items and vessel preparation must be completed prior to entering the marina to avoid delays and congestion.
- 3.3. Users must make reasonable efforts to share dock space with other vessels, as dock space is limited.
- 3.4. Cleaning of fish is permitted only at the designated cleaning station on the fishing dock. Fish cleaning in any other area of the marina or ramp is strictly prohibited.
- 3.5. Swimming and fishing are strictly prohibited in the marina and ramp areas.

#### **4. Work and Maintenance**

- 4.1. No work or maintenance on vessels or vehicles is permitted in the marina unless a written Work Space Contract is completed, approved, and reserved through the Office Manager or Dock Master.
- 4.2. All approved work must be conducted in designated work spaces and must not block or limit access to the turnaround or other marina access areas.

## **5. Spill and Environmental Responsibility**

- 5.1. Any oil or gasoline spills must be reported immediately to the Office Manager or Dock Master.
- 5.2. The User is responsible for cleaning up any spills caused by their vehicle or vessel. At the discretion of the Office Manager or Dock Master, professional fuel cleanup services may be required, with all associated costs borne by the User.

## **6. Penalties for Non-Compliance**

- 6.1. Violation of any of the above rules may result in penalties, including but not limited to:
  - Permanent revocation of marina and ramp access privileges.
  - Towing of vehicles and/or trailers at the owner's expense.
- 6.2. Users with questions or concerns about these rules must contact the Office Manager or Dock Master directly for guidance.