

**Agenda**  
**Bayshore Gardens Park & Recreation District**  
**Board of Trustees Special Meeting**  
**Wednesday; June 15, 2022 @ 6:30 P.M.**

1. Call to Order
2. Roll Call
3. Pledge to Flag
4. Agenda Motion - Morris - Approve and Sign Swimming Pool Contract
5. Agenda Motion - Morris - Interview Candidates for Open Board of Trustee Seat & Appointment

(Resident comments agenda item 3 minutes)

6. 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 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: Signing Pool Contract Meeting Date: 6-15-22

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

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

Rationale for Request: Approve and sign swimming pool contract with Executive Pools

Estimated Costs to District (if applicable)

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

Pool Contract Signed by Executive Pools

Board Trustee: Morris Raymer Date: 6-6-22

Print Name: Morris Raymer

Received by: [Signature] Date: 6/6/22

## CONTRACT FOR POOL REPAIR WORK

This Contract is made on this 6th day of June, 2022, ("Effective Date") between the Bayshore Gardens Park and Recreation District, a Florida special district duly constituted under the laws of the State of Florida ("District"), and Xecutive Pools, LLC, 13542 North Florida Avenue, Tampa, Florida 33613 ("Contractor"). The District and the Contractor, collectively, may be referred to as "Parties."

It is hereby agreed that the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and District agree as follows:

### 1. DESCRIPTION OF WORK

Contractor shall perform pool repair work at the District in accordance with the estimate attached hereto as Exhibit "A" ("Contract Work"). To the extent there is any conflict between the provisions of the estimate and this Contract, the provisions of this Contract shall prevail. No additional work shall be done without prior written authorization executed by the Parties specifying the scope and terms of such additional work.

### 2. CONTRACT SUM

District agrees to pay Contractor for the Contract Work the total sum of Three Hundred Eleven Thousand Four Hundred Thirty-Three Dollars and Ninety-One Cents (\$311,433.91) ("Contract Sum").

### 3. TIME OF COMMENCEMENT/COMPLETION

The Contract Work shall commence immediately upon execution of this Contract and shall be completed within 180 calendar days from the execution date ("Completion Date"). Any extension of the Completion Date must be done by change order provided by the Contractor to the District for approval. The pool shall be deemed complete when plastered.

### 4. PAYMENTS

The agreed upon price for the Contract Work performed under this Agreement is the Contract Sum. Any services requiring additional compensation must receive prior written authorization by the District.

Contractor shall render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within thirty (30) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require Contractor to provide, including lien waivers. Contractor shall maintain records conforming to usual accounting practices.

Any payment not received in accordance with this Section will result in the suspension of all Contract Work in progress. Any amount outstanding for seven (7) or more days will bear an interest rate of two (2) percent calculated on the amount owed from the date on which it became due and payable, until paid.

Contractor agrees that the receipt of full payment of the Contract Sum hereunder shall obligate Contractor to defend and resolve all claims made by material suppliers, indemnifying the District and its agents for all claims arising from or resulting from suppliers in connection with the Contract Work.

## 5. BOND

Prior to commencing any construction work, Contractor shall execute and record in the Public Records of Manatee County a payment and performance bond or other surety meeting the requirements of Florida Statute 255.05.

## 6. CONTRACTOR'S REPRESENTATIONS

In order to induce the District to enter into this Contract, Contractor makes the following representations, upon which the District has actually and justifiably relied:

- a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise, and resources to perform all the Contract Work within the time stated in this Contract.
- b. That Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Contract Work.
- c. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that affect cost, progress, performance, and furnishing of the Contract Work.
- d. That Contractor has duly issued Certificates of Insurance required by this Contract.

## 7. DUTIES OF CONTRACTOR

Contractor's duties are as follows:

- a. Contractor shall be solely responsible for all Contract Work specified in Exhibit "A," including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the Contract Work to the best of its ability, giving all attention necessary for such proper supervision and direction.

- b. Contractor shall be responsible for obtaining all required permits and authorizations from applicable governmental authorities for the Contract Work.
- c. Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed.
- d. Contractor shall provide and pay for all labor, materials, equipment, including tools and machinery, transportation, and all other facilities and services necessary for the proper completion of the Contract Work in accordance with this Contract. Prior to commencing the Contract Work, Contractor shall provide District a list of the subcontractors, if any, who will provide work at the project, for approval by the District. Contractor shall provide District with three (3) days' written notice of any changes to the subcontractor list and obtain District approval of any such changes.
- e. Contractor shall pay all taxes required by law in connection with the Contract Work in accordance with this Contract, including sales, use, and similar taxes. Contractor shall advise the District as to any and all licenses and permits necessary for proper completion of the Contract Work and ascertaining that the permits meet all requirements of applicable federal, state, and local laws or requirements.
- f. Contractor shall be fully responsible for all acts or omissions of its employees or subcontractors on the project, and Contractor shall promptly repair any damages to the premises or facilities caused by such persons.
- g. Contractor represents and warrants to the District that all equipment and materials used in the Contract Work and made a part of structures, or placed permanently in connection therewith, will be new unless otherwise specified in Exhibit "A" and will be of good quality, free of defects. It is understood between the parties that all equipment and materials not so in conformity are defective.
- h. Contractor agrees to keep the site and adjoining ways and roads free of waste materials and rubbish caused by its work. Contractor further agrees to remove all such waste material and rubbish daily, together with all its tools, equipment, machinery, and surplus materials. Contractor agrees on terminating its work at the site, to conduct general clean-up operations.
- i. Contractor shall provide and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. In this connection, Contractor shall take reasonable precautions for the safety of all work employees and other persons whom the Contract Work might affect, all work and materials incorporated in the construction site and adjacent thereto, complying with applicable laws, ordinances, rules, regulations, and orders.

- j. Contractor will not be held responsible for any preexisting leaks throughout the swimming pool and operating equipment which are outside the scope of the Contract Work. A leak detection report from a third-party representative is recommended prior to the commencement of the Contract Work.
- k. Unless specified, Contractor shall not be responsible for relocating, rerouting, or replacing plumbing, gas, sanitation and water supply systems and the cost of all labor, materials, and equipment necessary to relocate, reroute or replace any such utilities including overhead or underground shall be at the responsibility of the District.
- l. Unless specifically included, electrical work contemplates no change to existing service panel other than the addition of circuit breakers or fuse block to distribute electrical current to new equipment. Changes to existing wiring is not the responsibility of Contractor. All panel or wiring changes including the installation of breakers, are the District's responsibility.
- m. In the event portions of the Contract Work already performed by Contractor is damaged by any cause beyond Contractor's control and the District elects to cancel the remaining Contract Work, Contractor shall be paid for the portion of the Work performed in accordance with the proposal attached hereto and incorporated herein as Exhibit "A."
- n. Contractor shall not be responsible for delay or failure to perform Control Work when such delay or failure is due to a force majeure event which shall be deemed to include, but not limited to, acts of God, excessive groundwater, abnormal soil or ground conditions, unexpected or man-made obstacles, inclement weather, wars, riot or other civil disturbance, labor disputes, government prohibition, non-issuance of required permit affecting the swimming pool and adjacent areas, or for any other reason beyond Contractor's reasonable control.
- o. Contractor is not responsible for damages caused by ground compaction performed by excavation equipment, unless caused by the negligence of the Contractor.
- p. Contractor is not responsible for pool popping (flotation of pool caused by excessive hydrostatic pressure), unless caused by the negligence of the Contractor.
- q. All pool dimensions, new additions, modifications, and features are approximate, and Contractor shall be deemed to have performed its obligations hereunder notwithstanding any minor variations in the size of such, as constructed, from which is planned. For this purpose, the parties agree that Contractor shall be deemed to have completed performance and fully satisfied its obligations hereunder if final surface dimensions are within 5% of the specified surface dimensions and final vertical dimensions are within 5% of the specified vertical dimensions.
- r. District shall provide any soil reports or surveys that it may have. Contractor shall be responsible for obtaining any utility locates that may be required.

## 8. DUTIES OF THE DISTRICT.

- s. If the District authorizes access to adjacent properties for Contractor's use during the project the District is required to obtain permission from the owner(s) of adjacent properties for such use.
- t. The District is required, at its own expense, to do all construction and other acts, and to meet all conditions, necessary to allow Contractor to perform and complete the Contract Work as provided in this Contract. Contractor shall provide District with notice of any such work that may be required.
- u. The District has directed the location of the pool upgrades and other improvements and equipment as shown on the attached pool specification sheet (or as the same may be approved by the Parties after the date hereof) and where such location (or other location approved or directed by the District) is used there shall be no liability on the part of Contractor for incorrect location of such pool work, other improvements and equipment or for encroachment to interference thereby upon the property easements or right of any third parties.
- v. The District shall be responsible for obtaining any necessary variance or association approvals required for the renovation of the pool in the location designated by the District.
- w. To the extent not encompassed within the Contract Work, drainage beyond the pool site is the responsibility of the District and the District agrees that any such drainage shall comply with all city, county or other governmental requirements.
- x. The District will ensure the availability of water, power, electricity and/or utilities necessary to the Contract Work contemplated hereunder.

## 9. INDEMNIFICATION

Contractor does hereby indemnify and hold harmless the District, its officers, agents, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons or entities employed or utilized by Contractor in the performance of this Contract.

In any and all claims against the District or any of its agents, officers or employees, by Contractor, any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of the them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## 10. INSURANCE

- a. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, the insurance listed below.

1. Workers' Compensation coverage, Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
  2. Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.
  3. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed. Said insurance shall also to include insured/underinsured motorist's coverage in the minimum amount of \$100,000 when there are owned vehicles.
- b. District, its staff, consultants, agents, and directors, shall be named as an additional insured on all policies required (excluding worker's compensation). Contractor shall furnish District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to District. The policies of insurance shall be primary and written on forms acceptable to the District and the insurance coverage shall be from a reputable insurance carrier acceptable to District, who licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- c. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

## 11. CORRECTING WORK/WARRANTY

- a. Contractor warrants to the District that the Contract Work is free from defects in material and workmanship for a period of one (1) year from the date the pool was plastered. In the event Contractor installs decking, said decking is not warranted against cracking, chipping, raising, settling or discoloration. Interior pool or spa finishes or said plaster is not warranted against discoloration, staining, chipping, or cracking to the extent such



plaster defects result from local water conditions, improper chemicals, or improper cleaning of the pool.

- b. All pool equipment and accessories installed as provided herein, carry a warranty as provided by the manufacturer of the same and the District agrees to look solely to the manufacturer of such equipment and accessories with respect of any claim of breach of warranty applicable thereto, so long as the Contractor is not the cause of the breach of warranty. When the District has work performed by others, Contractor does not warrant such work and Contractor shall not be held liable for any such work or for the loss or damages which may result therefrom. The District shall notify Contractor of any alleged breach of the above warranty within a reasonable time after discovery, but in an event no later than 15 days.
- c. The above warranties are effective only if the District has complied with all terms and conditions of the Contract and has paid Contractor any and all sums owing for undisputed Contract Work performed thereunder. The warranties become void if:
  - 1. The pool is not kept full through the fault of the District;
  - 2. The pool structure is damaged by reason of water rising above the lowest point of the pool when the pool is not is not kept full through the fault of the District or by reason of any earth or fill ground movement, vandalism, freezing, acts of God, riots or other civil disturbances, act of others; or,
  - 3. There was a transfer or change of ownership of the real property on which the pool is located.
- d. Defects or failures from mistreatment, improper maintenance, abuse, or neglect by the District are the sole responsibility of the District. If the District has work performed by others that is not provided for in this Contract, such as, but is not limited to, electrical panel changes, landscaping, erection of fences and retaining walls, Contractor does not warrant such work and shall not be responsible for and shall not be held liable for such work or loss or damages which may result therefrom. The sole and exclusive remedy of the customer hereunder whether based on warranty, contract, negligence or strict liability, is the replacement of the alleged defect. Contractor shall in no event be liable for special, incidental, consequential or punitive damages as a consequence thereof.

## 12. WORK CHANGES

The Parties recognize that there may be additional, unexpected costs or delays relating to an existing, concealed condition or other situation revealed during construction. Contractor shall immediately notify District of any such condition or situation and provide a written change order to the District specifically identifying any change to the Contract Sum and/or Completion Date, to be approved by the District.

### 13. EARLY TERMINATION FOR BREACH OF CONTRACT

Contractor may, on seven (7) calendar days' written notice to the District, terminate this Contract before the termination date hereof when for a period of thirty (30) calendar days after payment is due, through no fault of the Contractor, the District fails to make lawful payment due. On such termination, Contractor may recover from the District payment for all Contract Work completed and for any actual loss sustained by Contractor for materials, equipment, tools, or machinery, upon proof of actual loss.

On a default by Contractor, the District may elect not to terminate the Contract, and in such event may make good the deficiency in which the default consists and deduct the costs from the payment then or to become due to Contractor.

### 14. ATTORNEYS' FEES

If any litigation occurs between parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover attorney's fees and all court costs, including attorney's fees and court costs incurred in any appellate and/or bankruptcy proceedings.

### 15. ASSIGNMENT

This Contract may not be assigned without the written consent of the other party.

### 16. CHOICE OF LAW/VENUE

The laws of the State of Florida shall govern all provisions of this Contract. Venue for any dispute shall be Manatee County, Florida.

### 17. ENTIRE AGREEMENT

This Contract contains the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.

### 18. 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 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.

### 19. SEVERABILITY

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

## 20. NOTICE

Where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by U.S. Mail to the other party at the address listed below and shall be deemed received upon actual receipt:

To District: Bayshore Gardens Park and Recreation District  
District Office  
c/o Morris Raymer, Chair  
6919 26<sup>th</sup> Street West  
Bradenton, Florida 34207

With a copy to: Blalock Walters, P.A.  
c/o Scott Rudacille, Esq.  
802 11<sup>th</sup> Street West  
Bradenton, Florida 34205

To Contractor: Xecutive Pools, LLC  
c/o Patrick Borrelli, President  
13542 North Florida Avenue Suite 215  
Tampa, Florida 33613

## 21. PUBLIC RECORDS

To the extent applicable, Contractor shall comply with the requirements of Florida's Public Records laws, specifically including the following:

- A. Contractor shall keep and maintain public records that ordinarily and necessarily would be required to perform the services described in this Agreement.
- B. Contractor shall provide the public with access to public records on the same terms and conditions as specified in the District's lawfully enacted Rules and policies, or as otherwise provided by law, and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Contractor shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Contractor shall meet all requirements for retaining public records, and shall, upon termination of the Agreement, transfer at no cost to the District all public records in the possession of the Contractor and destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements.
- E. All records stored electronically shall be provided by Contractor to the District in a format that is compatible with the District's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS, GIA CRUZ, AT (941) 755-1912; 6919 26th Street West, Bradenton, FL 34207; Office@BayshoreGardens.org.

22. E-VERIFY

Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this contract. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the District.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year last written above.

CONTRACTOR

Xecutive Pools, LLC

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

Its: President

(Title of Authorized Representative)

Date: June 6th, 2022

DISTRICT

Bayshore Gardens Park and Recreation District

By: \_\_\_\_\_  
Morris Raymer, Chair

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

# Exhibit "A"

Approved by Bayshore Garden Park & Recreation on Mar 4, 2022



**Xecutive Pools**

13542 North Florida Avenue

Tampa, FL 33613

Phone: 1(877)4-XPOOLS

Bayshore Garden Park & Recreation

Phone: (941)755-1912

Cell: (941)565-5688

Job Address:

6919 26th Street West

Bradenton, FL 34207

**Print Date:** 3-8-2022

## Pool Pricing (T.E.)

Thank you for considering Xecutive Pools for your upcoming swimming pool project! We pride ourselves in not only being pool designers, but leaders in the pool renovation industry. Xecutive Pools understands that swimming pools are very big investments, and we will ensure that we'll be there every step of the way to make it as enjoyable and exciting as possible. Quality workmanship and the finished aesthetic appeal should always be true to your dreams in order to justify the money and energy invested into the project.

We would like to start by inviting you to our design showroom where dedicated assistance is available with selecting materials, design modification renderings and reviewing new pool trends. We look forward to working with you and building a lasting relationship.

Items	Price
<b>Interior Pool &amp; Spa Finish</b>	
- Stonescapes white mini pebble series Throughout pool interior & perimeter gutter.	
- Drain all water, clean existing surface and apply a two-part bonding agent for proper adhesion.	
- Initial chemical dosage, surface exposure and power-up/circulation of equipment.	
- 12x12 VGBA pool main drain grate.	
- 2x4 pool perimeter gutter drain grates.	
	<b>\$108,380.47</b>
<b>Additional Pool Prep</b>	
- Water blast and remove the current interior surface layer, exposing the substrate to satisfy proper bonding.	
	<b>\$24,705.00</b>
<b>Pool Tile</b>	
- 6x6 waterline tile	
- 2x6 bullnose tile along pool gutter.	
- 2x6 non-skid bullnose tile along pool entry steps.	
- 2x2 Belly band tile designating the deep and shallow end of the pool.	
- 2x2 Lap lane tile along pool floor (6).	
	<b>\$34,803.00</b>

- Remove all existing tile and prep for new install.
- Includes all new current code tile depth markers.

#### Raised Pool Beam

- Demo & rebuild existing beam and set new elevations to maintain a 6" waterline depth.
- Install coping to finish top surface area.
- 6x6 tile installed along the outside face of the raised beam(curb)
- 6x6 tile depth markers installed throughout top surface area.

**\$24,416.20**

#### Brick Pavers

- Brick pavers installed throughout area in select pattern/layout.
- Grade entire surface area to set proper elevations and pitch.
- 2" deco drains(w/removable top) replaced throughout pool deck where applicable.

**\$43,853.83**

#### Underground plumbing

- Demolish existing concrete pool deck around the entire perimeter of the pool. Where applicable, leave approximately 2' of concrete along the outside perimeter of the pool deck.
- Underground plumbing lines installed for pool perimeter overflow gutter, water jets, and pool main drain.
- No new plumbing within or beneath the surface area of the pool. New plumbing for pool will begin from outside of the pool beam/shell.

**\$38,898.05**

#### Ladders & Handrails

- 36" Three-step, cross braced commercial pool ladder. Stainless steel w/rubber treads
- 4' Three-bend commercial pool handrail for entry steps. Stainless steel.
- Anchors and cover plates provided.

**\$7,572.13**

#### Filtration System

- Replace vacuum DE filter grids in water pit holding tank.
- Inspect stand pipe and all gaskets and change accordingly.
- Recharge with DE powder.

**\$5,594.40**

#### Pool Lighting

- Pentair Intellibright LED pool Light.
- Short electrical and niche seals.

**\$3,784.30**

#### Equipment Set

- New plumbing throughout equipment set including butterfly valves, flow meters, and feeder lines.

**\$6,903.93**

- Water auto fill and PSI gauges.
- Plumbing manifolds.

**Well-Point System**

- Establish a well point system around the perimeter of the pool to control hydrostatic pressure and ground-water table in the immediate area.

**\$12,522.60**

- Prices may vary depending on usage, quantity and actual water table depth. \*Additional cost incurred beyond the set allowance will be added to the total price.

**Total Price: \$311,433.91**

**Price Includes:**

- Material & Labor.
- Sales tax deduction for Tax Exempt Entities.
- New Jet Fittings & Main Drain Covers.
- 1 Year Limited Warranty On Work.
- Pool-School.
- Includes related trash and debris clean/removal.

I confirm that my action here represents my electronic signature and is binding.

**Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Approved by:**

\_\_\_\_\_



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: Interview Candidates for Vacant Seat Meeting Date: \_\_\_\_\_

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

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

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

Estimated Costs to District (if applicable)  
\_\_\_\_\_  
\_\_\_\_\_

Attachments/Supporting documents: None: \_\_\_\_\_  
Letter of Intent  
\_\_\_\_\_  
\_\_\_\_\_

Board Trustee: Morris Raymer Date: 6-6-22

Print Name: Morris Raymer

Received by: [Signature] Date: 6/6/22

Kyle Weatherly  
1103 Harvard Ave  
Bradenton FL 34207

To whom it may concern,

My name is Kyle Weatherly. I am a 38 year old husband, and father of 4. My family and I decided to purchase our forever home in the wonderful neighborhood of Bayshore Gardens. Having made that choice we have done what little we can to make sure we are a proactive member of the community. We have enjoyed taking part in recreations at the pool, joining the volleyball group, as well as the labor day event our first year here. I won the pizza eating contest. With that said I feel that it is time I step up and take a bigger role in the community. It is my intent to join the Board of Trustees. Here I feel I will be able to make a much bigger positive impact for current and future members of our great community.

Being in a leadership role is not new to me personally. For close to 14 years I helped manage several businesses. My involvement helped build sales for each place in new fun and creative ways. Over the years I was able to build relationships with schools, camps, and other ventures that helped point our youth in the right direction. Having chosen to make this neighborhood home means I have a true vested interest in the continued growth of our community. With the help of the other members of the Board of trustees I hope to continue making a difference.

Sincerely,

A handwritten signature in black ink, appearing to read "Kyle Weatherly", with a long horizontal flourish extending to the right.

Kyle Weatherly