

Agenda
Bayshore Gardens Park & Recreation District
Board of Trustees Meeting
August 19, 2020, 7 P.M.

1. Roll Call, Establish a Quorum
2. Call to Order
3. Pledge to flag
4. Approval of Minutes: 7/22/20 BOT Meeting, 8/5/20 Special Meeting and 8/5/20 Work Session
5. Treasurer's Report
6. Trustee Committee Reports
7. District Office Manager's Report
8. Motion – Terry Zimmerly - Interview candidates for open Board of Trustee seat and appointment
9. Election to Replace Board Officers
10. Motion - Terry Zimmerly - Committee's
11. Motion - John Lindsey - Acoustics Committee
12. Motion - John Lindsey - Hall Contract
13. Motion - Terry Zimmerly - Ramp FOB
14. Motion - Terry Zimmerly - Asphalt for Marina
15. Motion - John Lindsey - Boat Lifts
16. Motion - Terry Zimmerly - Move Money
17. Motion – Danial Rawlinson – Malfeasance of Trustee

(Resident comments agenda item 3 minutes)

18. 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

Balance Sheet

08/13/20

As of July 31, 2020

Accrual Basis

	Jul 31, 20
ASSETS	
Current Assets	
Checking/Savings	
1000 · Checking-Operating 5/3 2537	89,927.39
1004 · Petty Cash - District	350.00
1005 · Escrow Account 5/3 - 3919	34,750.00
1006 · Checking-Payroll 5/3 2545	18,340.19
1016 · Savings - Operating 5/3 4032	95,516.68
1019 · Savings Reserves 5/3 5013	
1021 · Reserve Fund-Roofing	6,607.39
1022 · Reserve Fund-Hall Upgrade	42,618.05
1024 · Reserve Fund - Wood Shop Exp	800.00
1026 · Reserve Fund-Park/Landscaping	4,252.09
1027 · Reserve Fund- Parking Lot	5,267.19
1032 · Reserve Fund - Marina	-4,501.59
1019 · Savings Reserves 5/3 5013 - Other	-671.25
Total 1019 · Savings Reserves 5/3 5013	54,371.88
Total Checking/Savings	293,256.14
Accounts Receivable	
1100 · Accounts Receivable	-6,019.38
Total Accounts Receivable	-6,019.38
Other Current Assets	
1200 · Prepaid Insurance	19,305.26
Total Other Current Assets	19,305.26
Total Current Assets	306,542.02
Fixed Assets	
1900 · Land	400,000.00
1910 · Buildings	1,008,289.93
1920 · Recreation Area	394,900.19
1940 · Recreation Area F & E	97,233.64
1960 · Machines & Equipment	77,240.22
1980 · Office Furniture and Equipment	36,158.54
1990 · Other Furniture and Equipment	53,448.88
1995 · Accumulated Depreciation	-1,084,349.72
1999 · 2019-2020 FY Reserve Expenses	1,139,679.54
Total Fixed Assets	2,122,601.22
Other Assets	
1800 · Utility Deposits	280.00
Total Other Assets	280.00
TOTAL ASSETS	2,429,423.24
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	2,880.53
Total Accounts Payable	2,880.53
Other Current Liabilities	
2010 · Accrued Wages	787.17
2100 · Payroll Liabilities	
2300 · Garnishment of Wages	328.85
Total 2100 · Payroll Liabilities	328.85
2171 · Sales Tax Payable	741.20

3:25 PM

08/13/20

Accrual Basis

Bayshore Gardens Park & Recreation District

Balance Sheet

As of July 31, 2020

	<u>Jul 31, 20</u>
2500 · Security Deposits	
2501 · Hall Security Deposits	2,750.00
2502 · Marina Security Deposits	34,750.00
2503 · Screen Room Deposit (Screen Room Deposit)	60.00
	<hr/>
Total 2500 · Security Deposits	37,560.00
2600 · Deferred Revenues	1,212.59
	<hr/>
Total Other Current Liabilities	40,629.81
	<hr/>
Total Current Liabilities	43,510.34
	<hr/>
Total Liabilities	43,510.34
Equity	
3040 · Owners' Equity	182,295.76
3050 · Retained Earnings (Retained Earnings)	1,414,755.26
3200 · Fund Balance	-86,517.97
	<hr/>
3300 · Investment in GFAAG	756,241.51
Net Income	119,138.34
	<hr/>
Total Equity	2,385,912.90
	<hr/>
TOTAL LIABILITIES & EQUITY	<u><u>2,429,423.24</u></u>

Bayshore Gardens Park & Recreation District Profit & Loss Budget Performance July 2020

Ordinary Income/Expense	Jul 20	Budget	Oct '19 - Jul 20	YTD Budget	Annual Budget
Income					
4000 · Assessments					
4005 · Property Tax	0.00	42,939.00	500,850.03	429,390.00	515,268.00
4006 · Commission fees	0.00	-1,291.66	-14,696.87	-12,916.68	-15,500.00
4007 · Excess fees (Excess commission fees)	0.00	3,415.48	0.00	0.00	0.00
Total 4000 · Assessments	0.00	41,647.34	489,568.64	416,473.32	499,768.00
4100 · Rent					
4111 · Screen Room Rental	25.00	83.34	425.00	833.33	1,000.00
4120 · Hall Rentals	675.00	1,666.67	5,899.70	16,666.66	20,000.00
4150 · Marina Rentals					
4151 · Slip Rental					
4152 · Resident slip rentals	514.59	3,283.33	20,469.29	32,833.34	39,400.00
4153 · Non Resident slip rentals	1,220.31	7,750.00	52,967.25	77,500.00	93,000.00
4155 · Short Term Slip Rental	0.00	25.00	0.00	250.00	300.00
4158 · Homeowner-Non Resident	546.00	83.33	3,403.25	833.34	1,000.00
4160 · Marina Relocation Fee	0.00	75.00	0.00	0.00	0.00
Total 4151 · Slip Rental	2,280.90	11,141.66	76,914.79	111,416.68	133,700.00
4154 · Small Boat Area	-864.00	166.67	1,248.00	1,666.66	2,000.00
4156 · Trailer Space Rental	0.00	250.00	3,552.00	2,500.00	3,000.00
4157 · Gate Keys	105.00	500.00	8,265.00	5,000.00	6,000.00
4805 · late fees	0.00	33.33	0.00	333.34	400.00
4825 · Work Area/Pressure Washer	90.00	75.00	680.00	750.00	900.00
Total 4150 · Marina Rentals	1,611.90	12,166.66	90,659.79	121,666.68	146,000.00
Total 4100 · Rent	2,311.90	13,916.67	96,984.49	139,166.67	167,000.00
4300 · Pool					
4360 · Pool FOB	270.00	0.00	670.00	0.00	0.00
Total 4300 · Pool	270.00	0.00	670.00	0.00	0.00
4400 · Donations					
4405 · General Donations	0.00	0.00	0.00	0.00	0.00
Total 4400 · Donations	0.00	0.00	0.00	0.00	0.00
4500 · Publications					

Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance
July 2020

	Jul 20	Budget	Oct '19 - Jul 20	YTD Budget	Annual Budget
4520 · Banner - Subscriptions	0.00		0.00	0.00	0.00
4530 · Banner - Classified Ads	0.00	416.67	20.00	4,166.66	5,000.00
4540 · Banner - Refund/Reimbsmt Income	0.00		32.10		
Total 4500 · Publications	0.00	416.67	52.10	4,166.66	5,000.00
4600 · Interest Income (Interest Income)	18.12	416.66	8,662.99	4,166.68	5,000.00
4800 · Miscellaneous Income					
4802 · Office Services	2.65		103.45		
4815 · Insurance Refunds	0.00		0.00		
4830 · Over/Short	0.00		0.01		
4800 · Miscellaneous Income - Other	0.00	83.33	0.00	833.34	1,000.00
Total 4800 · Miscellaneous Income	2.65	83.33	103.46	833.34	1,000.00
Total Income	2,602.67	56,480.67	596,041.68	564,806.67	677,768.00
Gross Profit	2,602.67	56,480.67	596,041.68	564,806.67	677,768.00
Expense					
5000 · Administration Expenses					
5100 · Wages, Taxes and Fees					
5120 · Wages - Administration	2,327.42	5,166.67	59,455.97	51,666.66	62,000.00
5130 · Wages - Maintenance	13,015.63	9,315.00	96,847.92	93,150.00	111,780.00
5132 · Wages - Dockmaster	161.10	750.00	5,761.10	7,500.00	9,000.00
5133 · Marina Project Manager	0.00	208.33	0.00	2,083.34	2,500.00
5135 · Wages - Pool	6,466.82	4,750.00	11,773.76	47,500.00	57,000.00
5170 · Health Insurance Compensation	450.00	416.67	4,800.00	4,166.66	5,000.00
5210 · FICA-941 Taxes	5,820.28	1,500.00	15,775.20	15,000.00	18,000.00
5215 · Unemployment Taxes	46.40	50.00	379.08	500.00	600.00
5330 · Hall Monitor	0.00		432.50	0.00	0.00
5450 · Cell Phone	0.00	25.00	0.00	250.00	300.00
5610 · Accounting Fees	1,100.00	3,250.00	11,237.50	32,500.00	39,000.00
6080 · Travel Mileage	0.00	41.67	51.04	416.66	500.00
Total 5100 · Wages, Taxes and Fees	29,387.65	25,473.34	206,514.07	254,733.32	305,680.00
Total 5000 · Administration Expenses	29,387.65	25,473.34	206,514.07	254,733.32	305,680.00
5200 · Marina Expense					
5250 · Property Tax	0.00		4,758.66	0.00	0.00

Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance
July 2020

	Jul 20	Budget	Oct '19 - Jul 20	YTD Budget	Annual Budget
5570 · Small Boat Area	0.00		0.00	0.00	0.00
5575 · Marina Repair/Maintenance	92.85	166.67	1,355.23	1,666.66	2,000.00
Total 5200 · Marina Expense	92.85	166.67	6,113.89	1,666.66	2,000.00
5300 · Security					
5310 · Security Systems	0.00		174.63		
5311 · Security Camera R&M	0.00		231.62	0.00	0.00
5320 · Gate Closing Expense	208.40	114.58	958.40	1,145.84	1,375.00
5335 · Key Fobs	0.00	52.08	0.00	520.84	625.00
5300 · Security - Other	0.00		0.00		
Total 5300 · Security	208.40	166.66	1,364.65	1,666.68	2,000.00
5400 · Utilities					
5410 · Electric	1,369.45	1,500.00	12,061.58	15,000.00	18,000.00
5420 · Water/Sewer	1,339.67	1,416.67	11,537.68	14,166.66	17,000.00
5430 · Telephone/Pager/Cable/Web	237.34	333.33	3,187.82	3,333.34	4,000.00
5440 · Gas/Propane	0.00	83.33	212.19	833.34	1,000.00
Total 5400 · Utilities	2,946.46	3,333.33	26,999.27	33,333.34	40,000.00
5500 · Building and Grounds					
5511 · Professional/Contract Services	565.88	816.67	11,300.23	8,166.66	9,800.00
5512 · Repairs, Maintenance & Supplies	281.15	583.33	7,011.92	5,833.34	7,000.00
5515 · Janitorial and Cleaning	273.42	416.67	2,615.41	4,166.66	5,000.00
5516 · Gasoline (Grounds machinery fuel)	0.00	58.33	233.12	583.34	700.00
5520 · Maintenance Equipment	0.00	250.00	2,132.63	2,500.00	3,000.00
5530 · Pest Control	80.25	250.00	728.67	2,500.00	3,000.00
5560 · Landscaping	0.00	833.33	22,612.80	8,333.34	10,000.00
5580 · Pool Maintenance	511.96	416.67	1,280.50	4,166.66	5,000.00
5585 · Pool Repair/Replacement	8.40		36.39	0.00	0.00
5590 · Pool Chemicals	773.20	1,333.33	6,333.04	13,333.34	16,000.00
5683 · Certification Reimbursement	0.00	166.67	290.00	1,666.66	2,000.00
6500 · Playground Expense	0.00	208.33	0.00	2,083.34	2,500.00
Total 5500 · Building and Grounds	2,494.26	5,333.33	54,574.71	53,333.34	64,000.00
5600 · Other Administration Expense					
5519 · Leased Equipment	0.00		408.15	0.00	0.00

Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance
July 2020

	Jul 20	Budget	Oct '19 - Jul 20	YTD Budget	Annual Budget
5650 · Postage	0.00	41.67	833.20	416.66	500.00
5660 · Legal Fees	500.00	833.33	17,892.43	8,333.34	10,000.00
5665 · Seminars, Training and Fees	0.00	83.33	590.19	833.34	1,000.00
5670 · Office Supplies/Expenses	503.51	416.66	7,228.51	4,166.68	5,000.00
5680 · Audit Fees	0.00	1,000.00	11,700.00	10,000.00	12,000.00
5682 · Organizational Fees and License	0.00	125.00	1,550.00	1,250.00	1,500.00
5686 · Website Maintenance	0.00		1,042.34	0.00	0.00
5690 · Advertising	12.87	125.00	2,047.02	1,250.00	1,500.00
6020 · Bank Fees	429.26	500.00	5,992.06	5,000.00	6,000.00
6040 · Trustee Election	0.00	375.00	4,352.95	3,750.00	4,500.00
Total 5600 · Other Administration Expense	1,445.64	3,499.99	53,636.85	35,000.02	42,000.00
5630 · Insurance-Business					
5631 · Insurance - Liability	0.00	750.00	8,248.25	7,500.00	9,000.00
5632 · Insurance - Workers Compensatio	0.00	1,166.67	12,578.25	11,666.66	14,000.00
5633 · Insurance - Auto Liability	0.00	16.67	120.00	166.66	200.00
5634 · Insurance -Property	0.00	1,566.67	14,078.25	15,666.66	18,800.00
5635 · Insurance - Flood	0.00	833.33	6,465.00	8,333.34	10,000.00
Total 5630 · Insurance-Business	0.00	4,333.34	41,489.75	43,333.32	52,000.00
5700 · Publications Expense					
5710 · Banner - Commissions	0.00	125.00	0.00	1,250.00	1,500.00
5711 · Banner composition	370.00	416.68	2,950.00	4,166.64	5,000.00
5720 · Banner - Printing Costs	24.00	833.34	485.22	8,333.32	10,000.00
5740 · Banner - Paper Delivery	0.00	250.00	840.20	2,500.00	3,000.00
5750 · Banner - Office Supplies					
5752 · Office supplies	0.00		36.00	0.00	0.00
5750 · Banner - Office Supplies - Other	0.00		0.00	0.00	0.00
Total 5700 · Banner - Office Supplies	0.00	36.00	36.00	0.00	0.00
5760 · Banner - Miscellaneous Expenses					
5761 · Tide Tables	0.00	20.83	0.00	208.34	250.00
5762 · King Features	0.00	20.83	0.00	208.34	250.00
5760 · Banner - Miscellaneous Expenses - Other	0.00		0.00	0.00	0.00
Total 5760 · Banner - Miscellaneous Expenses	0.00	41.66	0.00	416.68	500.00

Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance
July 2020

	Jul 20	Budget	Oct '19 - Jul 20	YTD Budget	Annual Budget
Total 5700 · Publications Expense	394.00	1,666.68	4,311.42	16,666.64	20,000.00
5800 · District Recreation					
5830 · Expenses -	0.00	833.32	294.94	8,333.36	10,000.00
Total 5800 · District Recreation	0.00	833.32	294.94	8,333.36	10,000.00
5880 · Concession Stand	0.00		0.00	0.00	0.00
5885 · Depreciation Expense	0.00		0.00	0.00	0.00
5900 · Capital Layout					
5901 · ADA Lift for Pool	0.00		0.00	0.00	0.00
5902 · ADA Compliant Ramp for Rec Ctr	0.00		0.00	0.00	0.00
5903 · Sheds to Replace Porta Potty	0.00	0.00	0.00	0.00	0.00
5904 · Resurface Breezeway	0.00		0.00	0.00	0.00
5906 · Fishing Pier Repair	0.00	1,383.58	0.00	13,835.84	16,603.00
5907 · Pickleball Crt @ Basketball Crt	0.00		0.00	0.00	0.00
5908 · Add Heat to AC	0.00		0.00	0.00	0.00
5909 · Screen Room Repair	0.00	2,500.00	0.00	25,000.00	30,000.00
5911 · Rec Hall Repairs	0.00	745.41	3,633.61	7,454.19	8,945.01
5912 · Automatic Gate to the Beach	1,910.00	0.00	3,660.00	0.00	0.00
5913 · Splash Park	0.00	0.00	0.00	0.00	0.00
5914 · Dog Park	0.00	0.00	0.00	0.00	0.00
5916 · Lighting Basketball Court	0.00	0.00	0.00	0.00	0.00
5917 · Pool ADA Bathrooms	0.00	0.00	0.00	0.00	0.00
5918 · Lighting Pool	0.00	0.00	0.00	0.00	0.00
5921 · Capital Layout - Marina Project	0.00	0.00	1,983.97	84,540.00	84,540.00
Total 5900 · Capital Layout	1,910.00	4,628.99	9,277.58	130,830.03	140,088.01
5960 · Marina Construction					
5961 · Marina Contractors	0.00		0.00	0.00	0.00
Total 5960 · Marina Construction	0.00		0.00	0.00	0.00
6000 · Miscellaneous Expenses					
6010 · Over/Short Expenses	0.00		0.00	0.00	0.00
6000 · Miscellaneous Expenses - Other	0.00		0.00	0.00	0.00
Total 6000 · Miscellaneous Expenses	0.00		0.00	0.00	0.00
6900 · Uncategorized Expenses	0.00		0.00	0.00	0.00

Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance
July 2020

	Jul 20	Budget	Oct '19 - Jul 20	YTD Budget	Annual Budget
7500 · Bad Debt	0.00		9,481.66		
9010 · Bank Service Charges	19.25		169.75		
Total Expense	38,898.51	49,435.65	414,228.54	578,896.71	677,768.01
Net Ordinary Income	-36,295.84	7,045.02	181,813.14	-14,090.04	-0.01
Other Income/Expense					
Other Income	5.14		99.30	0.00	0.00
10000 · Sales Tax Discount	5.14		99.30	0.00	0.00
Total Other Income	5.14		99.30	-14,090.04	-0.01
Net Other Income	-36,290.70	7,045.02	181,912.44	-14,090.04	-0.01
Net Income					

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: appoint new board members Meeting Date: 8/19/20

Type of Meeting: BOT Workshop _____ Board Meeting

Motion: Discussion: _____ (check one)

Rationale for Request: fill last position on the board

Estimated Costs to District (if applicable)

0

Attachments/Supporting documents: None: _____

Board Trustee: Terby Zimmerly Date: 8/11/20

Print Name: Terby Zimmerly

Received by: [Signature] Date: 8/11/2020

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
AGENDA FORM FOR TRUSTEES

1002F

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

Agenda Item: Comm. Meeting Date: 8/19/20

Type of Meeting: BOT Workshop _____ Board Meeting _____

Motion: Discussion: _____ (check one)

Rationale for Request: Establish comm. Resend motion to dissolve ~~motion~~ comm / resend comm charges from Feb 19, 2020

Estimated Costs to District (if applicable)

0

Attachments/Supporting documents: None: _____

Board Trustee: Terry Zimmerly Date: 8/10/20

Print Name: Terry Zimmerly

Received by: [Signature] Date: 8/11/2020

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.

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

Agenda Item: ACOUSTICS COMMITTEE Meeting Date: 8-11

Type of Meeting: _____ Workshop _____ Board Meeting

Motion: _____ Discussion: (check one)

Rationale for Request: The sound in the
hall needs to be fixed

Estimated Costs to District (if applicable)

\$10,000 - 3,000 -

Attachments/Supporting documents: None: _____

Board Trustee: John Lindsey Date: 8-10-20

Print Name: John Lindsey

Received by: [Signature] Date: 8/11/2020

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: Football League Hall Contract Meeting Date: 8-19-20

Type of Meeting: BOY Workshop _____ Board Meeting

Motion: _____ Discussion: (check one)

Rationale for Request: We have an open contract for the hall update.

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: _____

Board Trustee: John Lindsey Date: 8-10-20

Print Name: John Lindsey

Received by: [Signature] Date: 8/11/2020

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: Last four months of Ramp Job Meeting Date: 8/19/20

Type of Meeting: _____ Workshop _____ Board Meeting

Motion: Discussion: _____ (check one)

Rationale for Request: Hard to collect \$0 the last four months

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None:

Board Trustee: Terry Zimmerly Date: 8/11/20

Print Name: Terry Zimmerly

Received by: [Signature] Date: 8/11/2020

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: asphalt for Marina Meeting Date: 8/19/20

Type of Meeting: BOT Workshop _____ Board Meeting _____

Motion: Discussion: _____ (check one)

Rationale for Request: Choose an asphalt ~~son~~ company to finish marina. The one we choose raised their bid.

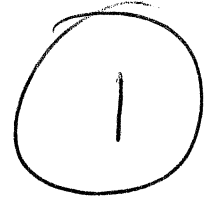
Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: _____

Board Trustee: Terry Zimmerly Date: 8/11/20

Print Name: Terry Zimmerly

Received by: [Signature] Date: 8/11/2020



Family owned and operated with over 30 Years of experience!

- . STRIPING . SUBDIVISIONS . PARKING LOTS . RESIDENTIAL . COMMERCIAL
- . DRIVEWAYS . REPAIR WORK . SEAL COATING . ATHLETIC COURTS . POT HOLES

Proposal

Date: 7-8-20	Job name:
Company: Bayshore Gardens	Job Location: 6919 26th St W Bradenton
Contact Person: Gia Cruz	Contact Number: 941-755-1912 941-524-6016
Fax:	Email: office@bayshoregardens.org
Description	Amount
Grade and compact approx. 411' x 3.6' wide. Tack coat and pave a 2.5" asphalt mat.	\$4,485.00
Core out the same area that we are going to pave for 4" of crushed concrete and compact it.	\$3,785.00
Total	\$8,270.00

Payment as follows: Final payment to be made upon completion of work per SECTION 715.12, FLORIDA STATUTES.

Acceptance of Proposal - All material is guaranteed to be specified. All work to be completed in a substantial workman like manner according to specifications, per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an additional charge over and above the estimate. All agreements contingent upon accidents, delays and or weather beyond our control. Proof of all necessary insurance is available upon your request. Employees are covered with Workers Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover it's reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

* Note: Due to price increasing Proposal is only valid for 30 days.

Signature _____

Date _____

Signature _____

2

ASPHALT REPAIR SERVICE

The Local Experts
for Complete Asphalt
Maintenance

Owners
Dick Linenger – Jeff Linenger
677 N. WASHINGTON BLVD. #82
SARASOTA, FLORIDA 34236

Phone (941) 925-9191
Fax (941) 480-9765

sue@AsphaltRepairService.com www.AsphaltRepairService.com

TO: GIA CRUZ BAYSHORE GARDENS PARKS & REC. 6919 26 TH ST W BRADENTON, FL 34207	RE: ASPHALT REPAIR E-MAIL: office@bayshoregardens.org	DATE: 7-10-2020 PHONE: 755-1912
---	--	--

1. REPAIR TRENCH AREA \$ 6,300
- AREA MEASURES APPROX 3'4" X 400' X 2" – APPROX 1400 SF
 - CLEAN DEBRIS AND PREPARE AREA TO BE REPAIRED
 - BACK FILL AREAS TO GRADE WITH NEW ASPHALT BASE AND COMPACT
 - APPLY SPECIAL MS TACK COAT TO ALLOW THE ASPHALT TO ADHERE TO THE PAVEMENT
 - INSTALL FINISH GRADE TYPE S-III ASPHALT.
 - ROLL AND COMPACT
 - 100% POSITIVE DRAINAGE IS NOT GUARANTEED

 - AREA IS TRENCHED AND READY FOR ASPHALT
 - THIS BID DOES NOT INCLUDE ANY SAW CUTTING OR EXCAVATION OF ASPHALT
 - NO DEBRIS LEFT ON SITE BY OTHERS TO BE HAULED AWAY

1. NO WORK TO BE ASSUMED OTHER THAN STATED ABOVE.
2. CONTRACTOR WILL SUPPLY ANY BARRICADES NEEDED FOR TRAFFIC CONTROL.
3. CUSTOMER TO HAVE SPRINKLERS TURNED OFF 24 HOURS PRIOR TO START OF ANY WORK – THERE WILL BE AN ADDITIONAL FEE IF WORK AREA IS WET FROM IRRIGATION AND DELAYS OUR START OF WORK

WE HEREBY PROPOSE TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF:
 \$ 6,300.00 SIX THOUSAND THREE HUNDRED AND 00/100

PAYMENT TERMS: PAYMENT DUE WITHIN 7 DAYS OF INVOICE

WORK TO BE COMPLETED IN A WORKMAN LIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS & WILL BECOME AN EXTRA COST OVER & ABOVE THIS ESTIMATE. THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS. PURCHASER AGREES THAT SHOULD THE ACCOUNT BECOME MORE THAN 30 DAYS PAST DUE, PURCHASER WILL PAY ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES WHETHER COLLECTED THROUGH SUIT OR OTHERWISE. AFTER 30 DAYS, INTEREST WILL BE CHARGED ON ALL MONEY DUE AT THE HIGHEST LEGAL RATE.

ACCEPTANCE OF PROPOSAL

THE PRICES, SPECIFICATIONS & CONDITIONS ARE ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK. PAYMENT WILL BE MADE AS OUTLINED.

AUTHORIZED SIGNATURE _____ DATE _____
 PRINT NAME _____ TITLE _____

Proposal

3

ASPHALT MAINTENANCE

"DONE RIGHT THE FIRST
TIME - ON TIME"

P.O. BOX 50185 • SARASOTA, FL 34232-0301

PHONE 941-322-6000
FACSIMILE 941-322-9079
TOLL FREE 1-866-322-6600

PROPOSAL SUBMITTED TO BAYSHORE GARDENS PARK & RECREATION	PHONE 524-6016	FAX
STREET 6919 26TH STREET WEST	JOB NAME MARINA	
CITY, STATE AND ZIP CODE BRADENTON, FL 34207	JOB LOCATION	
ATTENTION RANDY	DATE 7-8-20	GUARANTEE 1 YEAR

REMOVE EXCESS FILL AND COMPACT IN AN AREA APPROXIMATELY
400' X 3.5'. INSTALL 2 INCHES OF TYPE S-III ASPHALT, 18 TONS AT
400.00 PER TON.

\$ 7,200.00

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

SEVENTY TWO HUNDRED dollars (\$ **7,200.00**)

Payment to be made as follows:

UPON COMPLETION

There shall be a (1) year guarantee on the material and all workmanship. Customer will inspect work immediately after completion and advise of any problems. Otherwise, payment is due upon completion. We are not liable or responsible for any damages or claims that might arise from anyone or anything entering marked-off areas. Cars must be moved at least 100 feet from designated work areas to prevent any damage due to overspray.

Authorized Signature **DAVE KAMPS**

Note: This proposal may be withdrawn by us if not accepted within **30** days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Legal fees and court costs incurred in the collection of monies owed according to this contract will be borne by the customer.

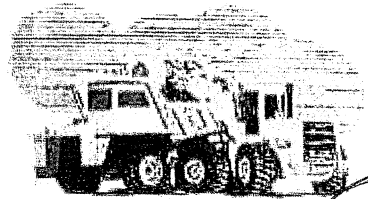
Signature _____

Date of Acceptance: _____

Signature _____

ONECO CONCRETE & ASPHALT, INC.

P.O. Box 367
ONECO, FLORIDA 34264
(941) 744-9417
FAX (941) 753-7540
MC 01082 • RGMACO-SMC-30



4

Submitted To: Bayshore Gardens Park & Recreation
District

Date: July 10, 2020

Address: 6919 26th Street West Bradenton, FL
34207

Job Name: South side of marina

Email: office@bayshoregardens.org

Telephone: 524-6016

We hereby submit specifications and estimate for: 400 X 3'5"

Option #1 On existing unstable base, Install an average of 2" type S-III hot mix asphalt on 156 S.Y.
\$4,900.00

Option #2 Remove existing unstable base and haul out debris. Install 4" crushed concrete base and compact. Install 2" Type S-III hot mix asphalt on 156 S.Y. \$10,900.00

We propose hereby to furnish materials and labor complete in accordance with the above specifications for the above stated price.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standards.

Authorized Signature:

ACCEPTANCE OF PROPOSAL

You are authorized to complete the project, I accept the above prices, specifications and conditions.

Authorized Signature: _____

Date: _____

Terms and Conditions

PAYMENT, Payment in full for all work performed hereunder during any month shall be made no later than the tenth day of the month following. Final and complete payment for all work performed hereunder shall be made not later than thirty (30) days after the completion of such work. Interest at the highest legal rate allowable under the laws of Florida or one percent (1%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the Contractor received payment.

CREDIT APPROVAL OR SECURITY DEPOSIT REQUIRED PRIOR TO PERFORMANCE. We shall not become obligated to perform the work called for under this Agreement until your credit has been checked and approved by our credit department. If credit conditions become unsatisfactory at anytime prior to our completion of the work hereunder, we shall be furnished adequate security upon our request prior to furnishing any further services or materials.

WAIVER, The failure or delay of any party at any time to require performance by another party.

FORCE MAJEURE. Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented. For the purposes of this Agreement, Force Majeure includes, but not limited too adverse weather conditions, floods, epidemics, war, riot, lockouts, strikes affecting material supplies and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or a failure to obtain permits, unavailability of labor, materials, fuels, or services; court orders; acts of God; acts, orders, or regulations of the Government of the united States or the State of Florida, or any foreign country, or any governmental agency. In the event that Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue.

ASSIGNMENT. Neither Party may assign this agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be -unreasonably withheld.

SEVERABILITY OF ILLEGAL PROVISIONS. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law(s). Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

NOTICES. All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served or when received by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. ALL notices shall be addressed to the respective parties.

CONTRACTOR. Oneco Concrete & Asphalt, Inc. P.O. Box 367 Oneco, FL 34264
941-7449417 or FAX 941-749-5919 EMAIL: onecoconcrete@gmail.com

MC01082 CBC1260597

ATTORNEY'S FEE. If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, Oneco Concrete & Asphalt, Inc. shall be entitled to recover reasonable attorney's fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post judgement proceedings) incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party may be entitled. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sale and use taxes and all other charges reasonably billed by the attorney.

JURY WAIVER. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, or relates to this agreement, any and all transactions contemplated hereunder the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict, liability or otherwise, trial shall be to a court or competent jurisdiction and not to a jury. Each party hereby irrevocably waives any right it may have to a trial by jury. Neither party has made or relied upon any oral representation to or by any other party enforceability of this provision. Each party has read and understands the effect of this JURY WAIVER PROVISION.

GOVERNING LAW. This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

JURISDICTION AND VENUE. The parties acknowledge that a majority of the negotiations, anticipated performance and execution of the Agreement occurred or shall occur in Manatee County, Florida. Any civil action or legal proceeding arising out of this Agreement shall be brought only in the courts of records of the State of Florida in Manatee County or the United States District Court, Middle District of Florida, Tampa Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such manner as may be provided under applicable laws, rules or procedures or local rules.

REFERENCE TO PARTIES. Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators and legal representatives, all whom shall be bound by the provisions hereof.

MUTUALITY OF NEGOTIATION. Contractor and Client acknowledge that this Agreement is a result of negotiations between them, and the Agreement shall not be construed in favor or against, either party as a result of that party having been more involved in the drafting of the Agreement.

AMENDMENT. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement. More specifically, any deviations from the specifications or modification of the terms of this Agreement and any extra or incidental work, or reduction in work,

shall be specifically set forth in writing and signed by both parties prior to the proposed change taking effect. Any increase or decrease in the contract price resulting from such change(s) of the work shall be included within such writing.

INSURANCE: Contractor will provide and pay workers compensation insurance covering our employees and Public Liability Insurance. Contractor will assume responsibility for the collection and payment of Social Security, withholding and State Unemployment taxes applicable to their employees.

ACCESS TO THE WORK AREA. Client shall provide Contractor with suitable access to the work area. Contractor must have and Client assumes the responsibility to provide them with access to a reasonable "on-site" water supply during the contractor's work process. Additionally, it is agreed that when Contractor's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall only be performed and completed at such time as to permit Contractor to perform their work hereunder in a normal uninterrupted single shift operation.

TIME FOR PERFORMANCE. Unless a specific time for the performance of contractor's work hereunder is specified, contractor shall undertake it in the course of their normal operating schedule. Contractor shall not be liable for any failure to undertake or complete the work for causes beyond their control, including but not limited to fire, flood, hurricane, other casualty, labor disputes or other disagreements, accidents or other mishaps, whether directly affecting the work hereunder or other operations in which contractor is involved, directly or indirectly.

If contractor's work is not completed within 365 days after the Agreement was signed and entered into by both parties, contractor may cancel the agreement at any time thereafter. In such event contractor shall be relieved of any further obligation with respect to the balance of the work, and contractor shall be entitled to receive final and complete payment for all work performed by them up to the date of cancellation within ten (10) days after Client's receipt of the final billing.

DAMAGE TO UTILITIES, SPRINKLERS, ADJACENT SIDEWALKS, DRIVEWAYS, ETC. Contractor shall not be responsible for and Client agrees to hold them harmless from, any liability resulting from damages to utilities, including but not limited to water, sewer, electrical, cable, telephone, or other facilities/utilities or object buried beneath the work surface area, or to sidewalks, driveways, landscaping or other improvements located within, contractor's work area or designated areas of access. It is specifically understood and agreed that Contractor shall not be responsible for any damage to or deterioration of any of their work, whether completed or in the process, resulting from any cause or causes beyond contractor's control, including but not limited to failure of subgrade or failure or inadequacy of any labor or materials not furnished and installed by said contractor. Whether or not such failure or inadequacy is or could have been known at the time their work was undertaken.

NON-DISCLOSURE. The parties to this Agreement by signing below acknowledge that this Agreement and the terms hereof shall remain confidential and shall not be disseminated by either party in any way without the prior written consent of both parties, except as required to aid in resolution of a dispute between the parties themselves. Nothing herein shall preclude the parties from discussing the financial terms of this Agreement with professional advisors for the purpose of securing legal, tax, professional

and/or financial planning advice, or from providing information regarding this Agreement pursuant to a court order.

CONTRACT DOCUMENTS. The contract documents that comprise the entire Agreement between the Contractor and Client are made a part hereof, and are listed as exhibits, including all plans, specs, written instructions, etc. There are no contract documents other than those listed.

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: Boat lifts Meeting Date: 8-19

Type of Meeting: _____ Workshop _____ Board Meeting

Motion: _____ Discussion: (check one)

Rationale for Request: Need to talk about
having better slip covers
install lifts.

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: _____

Board Trustee: [Signature] Date: 8-10

Print Name: John Lindsey

Received by: [Signature] Date: 8/11/2020

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: Authorize movement of money Meeting Date: 8/19/20

Type of Meeting: BOF Workshop _____ Board Meeting _____

Motion: Discussion: _____ (check one)

Rationale for Request: authorizing movement of money of the past

Estimated Costs to District (if applicable)

0

Attachments/Supporting documents: None: _____

Board Trustee: Terry Zimmerman Date: 8/11/20

Print Name: Terry Zimmerman

Received by: Dia Cruz Date: 8/11/2020

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
AGENDA FORM FOR TRUSTEES

1002F

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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: Cure movement of money Meeting Date: 8/19/20

Type of Meeting: BOT Workshop _____ Board Meeting _____

Motion: Discussion: _____ (check one)

Rationale for Request: _____

Move 14,000 from account 1021 Roofing to
account 1032 Marina

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: _____
This money was moved on 4/2/20

Board Trustee: Terry Zimmerly Date: 8/11/20

Print Name: Terry Zimmerly

Received by: [Signature] Date: 8/11/2020

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: Cure money moved on 7/2/20 Meeting Date: 8/19/20

Type of Meeting: BOT Workshop _____ Board Meeting _____

Motion: Discussion: _____ (check one)

Rationale for Request: _____
Move 6,000 from account 1021 Roofing
to 1022 Hall

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: _____

Board Trustee: Terry Zimmerman Date: 8/11/20

Print Name: Terry Zimmerman

Received by: [Signature] Date: 8/11/2020

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: More money to Maurice Meeting Date: 8/19/20

Type of Meeting: BOT Workshop _____ Board Meeting _____

Motion: Discussion: _____ (check one)

Rationale for Request: From Roofing reserve 1021 to
Maurice 1032

\$
2,000

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: _____

Board Trustee: Terry Zimmerman Date: 8/11/20

Print Name: Terry Zimmerman

Received by: [Signature] Date: 8/11/2020

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: More money to Mauna Meeting Date: 8/19/20

Type of Meeting: BOT Workshop _____ Board Meeting _____

Motion: Discussion: _____ (check one)

Rationale for Request: Parking Lot Reserve 1025 to
Mauna 1032
5267.19

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: _____

Board Trustee: Terry Gimmerly Date: 8/11/20

Print Name: Terry Gimmerly

Received by: [Signature] Date: 8/11/2020

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: Move money to Mauna Meeting Date: 8/19/20

Type of Meeting: BOT Workshop _____ Board Meeting _____

Motion: Discussion: _____ (check one)

Rationale for Request from 1026 to 1032

Lands saving to Mauna 4252.09

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: _____

Board Trustee: Terry Zimmerman Date: 8/11/20

Print Name: Terry Zimmerman

Received by: [Signature] Date: 8/11/2020

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: Malfeasance - Steve Wetkows Meeting Date: 8/10/20

Type of Meeting: BOT Workshop _____ Board Meeting

Motion: Discussion: _____ (check one)

Rationale for Request: Malfeasance OF AND ABUSE OF TRUSTEE POSITION

#1 Reprimand of Head lifeguards & Lifeguards

#2 Reprimand of lifeguard who got locked "lifeguard doesn't have keys"

3 Maintenance employee ABUSE

4. Directing OFFICE STAFF to REIMBURSE for towing charge

5. Removing signs from Marina AS Viewed By a witness

6. Emailed and called towing company to cancel contract

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: _____

WRITTEN INCIDENT REPORTS VIDEO AND WITNESS REPORT

Board Trustee: Daniel Rawlson Date: 8/11/20

Print Name: _____

Received by: [Signature] Date: 8/11/2020



District Office <office@bayshoregardens.org>

Termination of Contract for Any Future Towing Services from CommTow

1 message

Steve Watkins <seat02@bayshoregardens.org>

Wed, Jul 29, 2020 at 11:08 AM

To: parkingservices@live.com

Cc: District Office <office@bayshoregardens.org>, Terry Zimmerly <seat07@bayshoregardens.org>, Barbara Susdorf <seat08@bayshoregardens.org>, Katey Dolan <seat01@bayshoregardens.org>

ATTN: Mr. Calvin Hudson

There is no legal contract in place as it was not approved by the Bayshore Gardens Board of Trustees. The contract is null and void as the signer, Jodie Lawman, was not authorized to sign a contract that was not Board approved. With our sincere apologies

Steve Watkins
seat02@bayshoregardens.org
Trustee, Bayshore Gardens Board of Trustees