

Agenda
Bayshore Gardens Park & Recreation District
Board of Trustees Meeting
Wednesday; August 26, 2026, at 6:00 P.M.

1. Roll Call
2. Call to Order
3. Pledge to Flag
4. Approval of Minutes: 6/25/26 BOT Meeting / 6/26/26 Annual Budget Hearing Meeting & 7/22/26 BOT Meeting
5. Resident Comments on Agenda Items - 3 Minutes
6. Treasurer's Report
7. Trustee Reports
8. District Office Manager's Report
9. Old Business
10. New Business
 - Agenda Motion (C. Howell) - ITB Playground Cover
 - Agenda Motion (C. Howell) - Hearing for Trustee Removal
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 2026

	<u>Jul 26</u>	<u>Oct '25 - Jul 26</u>	<u>Annual Budget</u>
Ordinary Income/Expense			
Income			
4000 · Assessments			
4005 · Property Tax	0.00	581,311.55	575,930.00
4006 · Commission fees	0.00	-17,439.35	-37,508.00
4007 · Excess fees (Excess commission fees)	0.00	4,984.80	
Total 4000 · Assessments	<u>0.00</u>	<u>568,857.00</u>	<u>538,422.00</u>
4100 · Rent			
4111 · Screen Room Rental	100.00	650.00	150.00
4120 · Hall Rentals	2,700.00	23,686.83	25,000.00
4150 · Marina Rentals			
4151 · Slip Rental			
4152 · Resident Slip Rentals	0.00	56,458.45	60,000.00
4153 · Non Resident Slip Rentals	0.00	138,852.00	120,000.00
Total 4151 · Slip Rental	<u>0.00</u>	<u>195,310.45</u>	<u>180,000.00</u>
4154 · Small Boat Area	0.00	2,325.00	1,000.00
4156 · Trailer Space Rental	0.00	6,120.00	5,000.00
4157 · Res Boat Ramp	60.00	6,960.00	6,000.00
4162 · NR Boat Ramp	0.00	16,124.00	12,000.00
4805 · Late Fees	0.00	100.00	100.00
4825 · Work Area	0.00	1,380.00	1,200.00
Total 4150 · Marina Rentals	<u>60.00</u>	<u>228,319.45</u>	<u>205,300.00</u>
Total 4100 · Rent	<u>2,860.00</u>	<u>252,656.28</u>	<u>230,450.00</u>
4300 · Pool			
4360 · Pool FOB	142.00	7,093.63	3,000.00
4370 · Swim lessons/Aerobics	130.00	1,268.00	
4380 · Life Guard Training	0.00	450.00	
Total 4300 · Pool	<u>272.00</u>	<u>8,811.63</u>	<u>3,000.00</u>
4600 · Interest Income (Interest Income)	418.94	4,200.55	5,000.00
4700 · Recreation Income			

Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance
July 2026

	Jul 26	Oct '25 - Jul 26	Annual Budget
4701 · Non Resident Pickleball Fobs	0.00	150.00	200.00
Total 4700 · Recreation Income	0.00	150.00	200.00
4800 · Miscellaneous Income			
4802 · Office Services	6.45	79.55	80.00
4830 · Over/Short	0.00	0.20	
4885 · Credit Card Surcharge (3% Credit Card Surcharge)	7.79	686.06	1,500.00
4800 · Miscellaneous Income - Other	0.00	0.00	
Total 4800 · Miscellaneous Income	14.24	765.81	1,580.00
Total Income	3,565.18	835,441.27	778,652.00
Gross Profit	3,565.18	835,441.27	778,652.00
Expense			
5000 · Administration Expenses			
5100 · Wages, Taxes and Fees			
5120 · Wages - Adminstration	4,498.00	60,117.00	75,000.00
5130 · Wages - Maintenance	9,151.38	50,630.52	130,000.00
5132 · Wages - Dockmaster	646.16	7,097.76	9,000.00
5135 · Wages - Pool	9,726.50	35,147.68	54,000.00
5170 · Health Insurance Compensation	225.00	2,225.00	3,500.00
5210 · Payroll Taxes	2,199.73	12,771.27	15,000.00
5215 · Unemployment Taxes	141.28	980.98	1,800.00
5610 · Accounting Fees	900.00	9,285.00	4,000.00
6080 · Travel Mileage	0.00	0.00	0.00
Total 5100 · Wages, Taxes and Fees	27,488.05	178,255.21	292,300.00
Total 5000 · Administration Expenses	27,488.05	178,255.21	292,300.00
5200 · Marina Expense			
5240 · Sales Tax	0.00	0.02	
5250 · Property Tax	0.00	3,366.14	3,600.00
5575 · Marina Repair/Maintenance/FOBS	84.68	15,229.98	25,000.00
Total 5200 · Marina Expense	84.68	18,596.14	28,600.00
5300 · Security			

Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance
July 2026

	Jul 26	Oct '25 - Jul 26	Annual Budget
5311 · Security Camera R&M	1,248.00	23,194.90	5,000.00
Total 5300 · Security	1,248.00	23,194.90	5,000.00
5400 · Utilities			
5410 · Electric	2,307.52	22,380.39	32,000.00
5420 · Water/Sewer	0.00	15,599.26	24,000.00
5430 · Telephone	90.25	1,517.00	1,200.00
5440 · Gas/Propane	0.00	0.00	100.00
5460 · Internet	304.93	2,614.35	3,400.00
Total 5400 · Utilities	2,702.70	42,111.00	60,700.00
5500 · Building and Grounds			
5511 · Professional/Contract Services	29,849.71	89,617.94	10,000.00
5512 · Repairs, Maintenance & Supplies	802.66	13,174.12	25,000.00
5514 · Building Maintenance	1,290.87	39,808.95	16,000.00
5515 · Janitorial and Cleaning	450.54	2,443.04	7,000.00
5516 · Gasoline (Grounds machinery fuel)	0.00	188.18	600.00
5520 · Maintenance Equipment	0.00	3,374.00	6,000.00
5530 · Pest Control	0.00	315.00	600.00
5560 · Landscaping	0.00	31,750.00	22,000.00
5580 · Pool Maintenance	2,910.24	14,060.08	5,800.00
5585 · Pool Repair/Replacement	1,927.27	3,823.01	2,000.00
5590 · Pool Chemicals	2,252.75	20,126.40	25,000.00
5591 · EPA/Water	550.00	2,300.00	1,300.00
5683 · Certification Reimbursement	0.00	0.00	1,000.00
5684 · Woodchoppers	0.00	188.00	0.00
6500 · Playground Expense	0.00	0.00	3,000.00
Total 5500 · Building and Grounds	40,034.04	221,168.72	125,300.00
5600 · Other Administration Expense			
5519 · Leased Equipment	0.00	2,879.60	4,200.00
5625 · Quickbooks	0.00	0.00	1,000.00
5650 · Postage	0.00	0.00	1,200.00

Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance
July 2026

	Jul 26	Oct '25 - Jul 26	Annual Budget
5660 · Legal Fees	3,259.60	21,633.20	5,000.00
5665 · Seminars, Training and Fees	0.00	177.90	2,000.00
5670 · Office Supplies/Expenses	1,243.40	4,215.38	7,000.00
5680 · Audit Fees	1,000.00	10,000.00	10,000.00
5682 · Organizational Fees and License	0.00	0.00	200.00
5686 · Website Maintenance	215.92	6,329.92	2,500.00
5687 · Swim Team	0.00	0.00	5,000.00
5690 · Advertising	0.00	808.63	700.00
6020 · Bank Fees	366.33	2,509.97	9,000.00
6021 · Credit Card Fees	169.61	4,758.62	6,000.00
6040 · Trustee Election	0.00	0.00	3,000.00
6041 · Board Ethics Course	0.00	0.00	1,000.00
Total 5600 · Other Administration Expense	6,254.86	53,313.22	57,800.00
5630 · Insurance-Business			
5631 · Insurance - Liability	0.00	10,387.00	13,000.00
5632 · Insurance - Workers Compensatio	0.00	2,040.92	5,000.00
5634 · Insurance -Property	0.00	34,000.00	34,000.00
Total 5630 · Insurance-Business	0.00	46,427.92	52,000.00
5700 · Publications Expense			
5711 · Banner composition	0.00	0.00	0.00
5720 · Banner - Printing Costs	0.00	0.00	
5750 · Banner - Office Supplies			
5752 · Office supplies	0.00	62.00	
5750 · Banner - Office Supplies - Other	0.00	1,318.00	400.00
Total 5750 · Banner - Office Supplies	0.00	1,380.00	400.00
Total 5700 · Publications Expense	0.00	1,380.00	400.00
5800 · District Recreation			
5830 · Expenses -	0.00	661.74	2,000.00
5870 · Swim Team	0.00	0.00	0.00
Total 5800 · District Recreation	0.00	661.74	2,000.00

Bayshore Gardens Park & Recreation District
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July 2026

	<u>Jul 26</u>	<u>Oct '25 - Jul 26</u>	<u>Annual Budget</u>
5900 · Capital Layout			
5915 · Maintenance Shed Awning	0.00	0.00	15,000.00
5917 · Pool ADA Bathrooms	0.00	0.00	0.00
5921 · Beach Restoration/Fitness Trail	0.00	0.00	30,000.00
5922 · Hall	0.00	0.00	0.00
5923 · Playground	0.00	0.00	0.00
5970 · Marina Expense	0.00	0.00	0.00
Total 5900 · Capital Layout	<u>0.00</u>	<u>0.00</u>	<u>45,000.00</u>
6000 · Miscellaneous Expenses			
6010 · Over/Short Expenses	0.00	0.11	
Total 6000 · Miscellaneous Expenses	<u>0.00</u>	<u>0.11</u>	
8500 · STORM EXPENSES	<u>2,985.00</u>	<u>115,805.19</u>	<u>109,552.00</u>
Total Expense	<u>80,797.33</u>	<u>700,914.15</u>	<u>778,652.00</u>
Net Ordinary Income	-77,232.15	134,527.12	0.00
Other Income/Expense			
Other Income			
10000 · Sales Tax Discount	2.33	108.46	
Total Other Income	<u>2.33</u>	<u>108.46</u>	
Net Other Income	2.33	108.46	
Net Income	<u><u>-77,229.82</u></u>	<u><u>134,635.58</u></u>	<u><u>0.00</u></u>

Bayshore Gardens Park & Recreation District

Balance Sheet

As of July 31, 2026

Jul 31, 26

ASSETS

Current Assets

Checking/Savings

1000 · Checking-Operating 5/3 2537	124,479.58
1004 · Petty Cash - District	350.00
1005 · Escrow Account 5/3 - 3919	34,500.00
1006 · Checking-Payroll 5/3 2545	27,597.08
1016 · Savings - Operating 5/3 4032	
1016.50 · Reserves	150,000.00
1016 · Savings - Operating 5/3 4032 - Other	393,543.52
Total 1016 · Savings - Operating 5/3 4032	543,543.52

Total Checking/Savings 730,470.18

Accounts Receivable

1100 · Accounts Receivable	583.14
Total Accounts Receivable	583.14

Other Current Assets

11500 · Water Boy Bottle Deposit	35.00
1499 · *Undeposited Funds	3,081.84
Total Other Current Assets	3,116.84

Total Current Assets 734,170.16

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	138,513.13
1980 · Office Furniture and Equipment	49,599.28
1990 · Other Furniture and Equipment	53,448.88
1995 · Accumulated Depreciation	-1,836,265.82
Total Fixed Assets	2,692,249.45

TOTAL ASSETS

3,426,419.61

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

2000 · Accounts Payable	-2,368.97
Total Accounts Payable	-2,368.97

Other Current Liabilities

2010 · Accrued Wages	6,165.04
2057 · Water Safety Washthru	200.00
2100 · Payroll Liabilities	1,653.11
2171 · Sales Tax Payable	68.93
2500 · Security Deposits	

Bayshore Gardens Park & Recreation District
Balance Sheet
As of July 31, 2026

	Jul 31, 26
2501 · Hall Security Deposits	9,830.00
2502 · Marina Security Deposits	34,500.00
2503 · Screen Room Deposit (Screen Room Deposit)	-20.00
Total 2500 · Security Deposits	44,310.00
2600 · Deferred Revenues	
2610 · Prepaid Ramp and Pool Fobs	380.00
Total 2600 · Deferred Revenues	380.00
2800 · Deposit on Boat Slips	1,750.00
Total Other Current Liabilities	54,527.08
Total Current Liabilities	52,158.11
Total Liabilities	52,158.11
Equity	
3040 · Owners' Equity	182,295.76
3050 · Retained Earnings (Retained Earnings)	2,203,717.30
3200 · Fund Balance	-86,517.97
3300 · Investment in GFAAG	940,130.83
Net Income	134,635.58
Total Equity	3,374,261.50
TOTAL LIABILITIES & EQUITY	3,426,419.61

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: Review ITB for playground cover Meeting Date: 08/26/2026

Type of Meeting: _____ Workshop _____ Board Meeting x

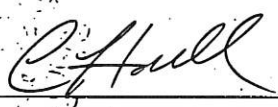
Motion: x Discussion: _____ (check one)

Rationale for Request: Review ITB for playground cover.

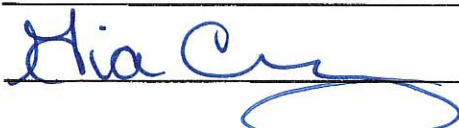
Estimated Costs to District: (if applicable)

Attachments/Supporting documents: None: _____

Email from Districts attorney clarifying there
is no need for a referendum

Board Trustee:  Date: 08/16/2026

Print Name: Cori Howell

Received By:  Date: 8/18/2026



District Office <office@bayshoregardens.org>

Referendum clarifications

Scott Rudacille <srudacille@blalockwalters.com>

Mon, Jul 27, 2026 at 5:49 PM

To: Cori Howell <seat06@bayshoregardens.org>, District Office <office@bayshoregardens.org>

Cori, our general position on this has been that the referendum requirement would not apply to improvements that the District is having constructed or installed on the property as a permanent attachment or installation. This can get a little murky with things like shade structures, which can sometimes just be purchased outright, but if they have framing that is permanently connected to the ground, footers, etc., then I think it would be appropriate not to classify them as TPP.

I do agree that it would make a lot of sense to try to amend the charter to clarify this issue.

Scott E. Rudacille



802 11th Street West | Bradenton, FL 34205
602 North Orange Avenue, Suite 102 | Sarasota, FL 34236

Office 941.748.0100 | Facsimile 941.745.2093
srudacille@blalockwalters.com

To ensure compliance with Treasury Department regulations, we advise you that, unless otherwise expressly indicated, any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or applicable state or local tax law provisions or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

Confidentiality Notice - This message is being sent by or on behalf of an attorney. It is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged or confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by e-mail and delete all copies of this message.

[Quoted text hidden]

Bayshore Gardens Park and Recreation District
6919 26th St W
Bradenton, FL 34207
941-755-1912
office@bayshoregardens.org

INVITATION TO BID

PROJECT TITLE

Sun Shade Cover for Bayshore Gardens Playground

This ITB is for the purpose of selecting a firm to be engaged on a contractual basis for the service stated above.

- I. **GENERAL INFORMATION:** Bayshore Gardens Park and Recreation District, hereafter known as the District is advertising this ITB for interested parties that are qualified and experienced to provide the services contained in our Scope of Work.

REQUEST FOR ADDITIONAL INFORMATION: Upon distribution of the ITB, all prospective applicants and any agent, representative or person acting at the request of such prospective applicant shall be prohibited from discussing any matters related in any way to this ITB with any District Board member, officer, agent, or employee other than thru the submission of a question sent via US Mail or email to the District Office. Your question/concern will be answered with a copy of your question and the response being provided to those who have submitted a bid as well as those submitting a future bid.

MINORITY BUSINESS ENTERPRISES: hereby notifies Bidders that it will ensure that minority business enterprises will be afforded full opportunity to participate in response to this ITB and that during the ITB process and subsequent contract negotiations process, no party will be discriminated against based on race, color, creed, sex, age, national origin, or disability. Anyone requiring accommodations to access any public meetings required as part of the ITB or contract process should contact the District Office at the address and phone number provided herein, at least 24 hours in advance of the meeting.

COMPLIANCE WITH THE LAW: The act of submitting a bid in response to this ITB shall constitute an agreement by the bidder that they have made themselves familiar with, and shall at all times observe and comply with, Federal, State, and Local laws, ordinances, codes, and regulations. No plea of misunderstanding will be considered on account of ignorance thereto. The Bidder shall indemnify and hold harmless the District and all of their officers, agents, employees, or representatives from all suits, actions, or claims arising from or based on violation of any such laws, ordinances codes, and regulations whether by themselves, their employees, subcontractors, or agents.

PUBLIC RECORDS: The Bidder understands that upon receipt of the bid by the District, the bid documents become a "public record" defined in Chapter 119, Florida Statutes, and those documents are subject to public disclosure in accordance with that Chapter. " IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS at 941-755-1912, Office@bayshoregardens.org, or by mail: 6919 26th St. W., Bradenton, Florida 34207."

- II. **INVITATION TO BID:** All ITBs MUST be in a sealed envelope/box and clearly marked in the lower left corner. **"ITB Sun Shade Cover for Bayshore Gardens Playground"** and shall be delivered to the following address only:

Bayshore Gardens Park and Recreation District
6919 26th Street West
Bradenton, FL 34207
Attention: Gia Cruz

All Bids must be received in the District Office by **3:00PM (EST) on July 10, 2024**, and will be opened in the publicly noticed work session **July 10, 2024**. A contract will be awarded in the Board of Trustee meeting **July 24, 2024, at 7:15 PM**. One (1) original and three (3) copies of the Bid must be submitted: Bid openings are open to the public. All Bidders and their representatives are invited to be present. Bids will not be accepted after **3:00 PM, July 10, 2024**, under any circumstances. Any response received by the District Office Manager after the due date and time specified in this ITB will not be considered and will be returned unopened. Any Bids or copies that are sent to any other address may be refused and sent back to the Bidder unopened. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All Bids must contain a manual signature of the authorized representative.

The District will not be liable for any cost incurred in the preparation of these Bids. All Bids received from Bidders in response to this ITB will become property of the District and will not be returned to the Bidder. In the event of a Contract Award, all documentation produced as a part of the contract shall become the exclusive property of the District. Responses to this ITB upon receipt by the District will become public record subject to provisions of Chapter 119 F.S. Florida Public Records Law.

The Contractor will submit the contractor's bid for the Playground equipment and installation complete.

- III. **SCOPE OF SERVICES:** The following work and services are presented as an indication of the work that will be required under the continuing contract but may not necessarily be all inclusive of work under this contract for the playground equipment.

BIDDER

It will be the responsibility of the Bidder to furnish the District with a bid that covers showing the footprint and providing the same with the bid, providing a bid for the commercial Florida friendly playground equipment cover for the single unit playstation and the installation of the selected type of equipment as identified in **Exhibits A**. The bid shall include any rentals necessary, foundation materials, or any other raw materials and labor for the installation. The Bidder shall provide a picture with specifications for each piece of equipment bid on. The Bidder shall provide a copy of the warranty for the equipment and labor. The footprint must be ADA compliant. Permits are the responsibility of the Bidder.

The following Exhibits have been selected as examples for your bid. The Examples provided are not of any specific brand but to identify a type of playground system or equipment and selected item with desired features.

Exhibit A. Single unit playground system Sun Shade cover

In addition, the following requirement must be met.

1. Proof of proper contractor licensing in the State of Florida and liability insurance must be provided naming the District as the certificate holder.
2. The contractor will obtain and pay for all permits associated with this job.
3. Proposed starting date including the permitting and timeline for the project.
4. Remittance schedule. Note: The District pays from itemized invoices only.
5. Exhibits 1 through 3 completed and submitted with the bid.

DISTRICT

The District shall be responsible for the removal of existing equipment and having grounds ready for Bidder. The District shall be responsible for the ground cover and perimeter enclosure after installation. The entrance to the playground shall be ADA compliant when bidders' work is complete.

- IV. **FEE BIDS:** The ITB will be all inclusive and it is the responsibility of the bidder to submit an ITB for a complete project pursuant to the Architectural drawings and Specifications. No change orders will be accepted by the District for items that were left out by the bidder, or later deemed that more work is needed than in the original ITB without the written consent of the Board of Trustees.
- V. **BID REQUIREMENTS:** All ITBs submitted should contain the following information:
1. **TRANSMITTAL LETTER:** A letter of interest and general information about the firm: Provide a summary describing the firm's ability to perform work requested in this solicitation; a history of the firm or the firm's principals' background and experience; and the qualifications and experience of the firm's personnel to be assigned to this project. The summary should apprise the District of the scope of services offered, experience and qualifications of the firm, as well as staff, subcontractors, sub-consultants, and/or suppliers who may be involved in the project. No additional subcontracting will be allowed without the prior written consent of the District. **Any firm submitting a bid must include the Signed and Notarized Exhibit 2.**
 2. **PROFESSIONAL QUALIFICATIONS:** Bidder must provide documentation that demonstrates the ability of the firm to provide all of the scope of services listed in this document. A detailed qualifications statement, including short resumes and credentials of bidder and key personnel that may be assigned to the project, must be included. Licenses, certifications, or other appropriate credentials that demonstrate knowledge and practical application to perform this work should be submitted.
 3. **SIMILAR PROJECTS:** List all projects of a similar nature within the past year. Describe the firm's qualifications and experience of comparable projects in size and scope. Experience working with Florida local governments and/or other government agencies and non-profits in the past five years should be noted.
 4. **CONFLICT OF INTEREST:** Disclose any conflict of interest due to any other clients, contracts, or property interests for this project only. Include a statement certifying that no member of your firm, ownership, management, or staff, has a vested interest in any aspect of the District.

VI. GENERAL TERMS AND CONDITIONS:

1. **EMPLOYEE LIST**: All Bids must include a complete listing of all individuals employed by the firm who will be responsible for performing work under the proposal. The District shall be authorized to perform a background check of all such employees to determine whether any employees of the firm pose a public safety or security threat or otherwise place the District at risk, as determined by the District. Failure to provide an employee list shall disqualify the firm for consideration under the ITB. In the event of a Contract Award, the firm will be required during the term of the Contract to update the list and provide the same to the District immediately upon hiring new employees who will be responsible for performing work under the Contract so that background checks may be performed by the District. In the event the District determines that a new employee of the firm poses a public safety or security threat or otherwise places the District at risk, the firm shall restrict said employee from performing work under the contract. No officer, employee, or agent shall solicit or accept a gratuity, favor, or anything of monetary value from contractors, bidders, officers, or any person with an interest in a contract.
2. **E-VERIFY** ; FS 448.09 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 Statute prohibits public employers, contractors, and subcontractors from entering into any agreement or contract unless each party to the agreement or contract registers and uses E-Verify. The Bidder represents that it is in compliance with the requirements of 448.09 and 448.095 and will remain in compliance.
3. **LIMITATION OF LIABILITY**: In the event of a Contract Award, the firm shall be required to indemnify and hold harmless the District from and against any and all liability, penalties, fines, forfeitures, demands, claims, causes of actions, suits, and costs and expenses incidental thereto (including reasonable attorneys' fees actually incurred) directly arising out of or in connection with the firms' performance under the Contract in as far as such liability is caused by the negligence or willful misconduct of the firm and/or its employees.
4. **STANDARD OF CARE**: In the event of a Contract Award, the firm shall warrant that the services performed under the Contract shall be performed in accordance with established industry standards, the terms of the Contract, and all applicable existing federal, state and local laws and regulations.
5. **INSURANCE**: In the event of a Contract Award, the firm shall maintain Worker's Compensation Insurance at statutory limits. The firm shall be responsible for insuring, at its own expense, against claims resulting from the firm's performance under the Contract for errors and omissions, personal injury, loss of life, and property damage under a policy of liability insurance with limits of at least \$1,000,000. All such policies shall be issued by insurers of recognized responsibility satisfactory to the District. Within 10 days of being awarded the contract, the firm shall furnish the District with duly executed certificates showing that such insurance is in full force and effect and providing for 30 days' notice to the District prior to cancellation or termination of any policy.
6. **PUBLIC ENTITY CRIMES**: Per Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. **Any firm submitting a bid in**

**response to this ITB must include the notarized statement Exhibit 1 pursuant to FS 287.133(3)(a).
PUBLIC ENTITY CRIMES.**

7. **LOBBYING:** Upon the issuance of this ITB, all prospective Bidders, and any agent, representative or person acting at the request of such prospective bidder, shall be prohibited from discussing any matters related in any way to this ITB with any officer, agent, or employee of the District, other than The District Office. **Any firm submitting a Bid in response to this ITB must submit a signed and notarized statement EXHIBIT 3.**

VII. AWARD OF CONTRACT:

July 24, 2024, Bayshore Gardens will award a contract, in its absolute and sole discretion, to the most responsible and responsive Bidder whose bid, in the opinion of the District, will be most advantageous to Bayshore Gardens, price, warranty, and other factors considered.

1. Bayshore Gardens reserves the right to determine which Bid is responsible.
2. Bayshore Gardens to determine the qualifications of the Bidder to complete the project per Scope of Work. Must be a licensed contractor.
3. Bayshore Gardens may consider any evidence available to Bayshore Gardens of the financial, technical, and other qualifications and abilities of a bidder to complete the work per Scope of Work.
4. Bayshore Gardens Board of Trustees shall be the final authority in the awarding of any and all contracts.
5. As part of the award on any contract, Bayshore Gardens and the successful Bidder shall enter into a written agreement setting forth with greater specificity the rights and obligations between the parties as defined in the bid awarded. Such rights may include the right to terminate the successful bidder.
6. Bayshore Gardens reserves the right to terminate Bidder's services without cause within 60 days after written notice and to terminate the Bidder's services with cause immediately.
7. Bayshore Gardens reserves the right to waive technicalities or irregularities, reject any or all Bids and/or accept the bid that is in the best interest of the District, price, qualifications, and other factors taken into consideration. Bayshore Gardens reserves the right to award the contract to the respondent, which, in the sole discretion of the District, is the most responsive and responsible bidder, price, qualifications and other factors considered.
8. The winning Bidder shall be notified in writing.
9. The winning Bidder shall not be permitted to assign the contract without the prior written consent of the District Board of Trustees

DISPUTE AND COMPLAINT: All complaints or grievances during the bidding process should be first submitted in writing to the District Office Manager who will take prompt remedial action by forwarding complaint/dispute to the District's Attorney for response/resolution. If the Bidder is dissatisfied with proposed remedies, they may then make a written appeal.

**BAYSHORE GARDENS PARK AND RECREATION DISTRICT HAS THE RIGHT TO REFUSE ANY AND ALL
BIDS FOR ANY REASON.**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Bayshore Gardens Park and Recreation District by:

(Print individual's name and title)

For: _____
(Print name of entity submitting sworn statement)

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), FLORIDA STATUTES, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (2) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Date: _____

Signature: _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ____ day of _____, 20____, by _____
(name of person, officer, or agent, title of officer or agent), of

_____ (name of corporation or partnership, a (state of incorporation or partnership, if applicable). Who is personally known to me _____, OR who produced _____ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

SIGNATURE: _____

PRINT NAME: _____

NOTARY PUBLIC STATE OF: _____

MY COMMISSION EXPIRES: _____

COMMISSION NO: _____

BIDDERS CERTIFICATION

State of _____ County of _____

I _____ of _____ (name of company), submitting to furnish the following described materials, equipment, and or services to Bayshore Gardens Park and Recreation District.

HEREBY CERTIFIES THAT:

1. Bidder has thoroughly inspected the Architectural drawings and specifications for ITB and understands the terms and conditions thereof and they are incorporated by reference in the bid for said goods or services, and have verified measurements, if applicable.
2. The Bid is binding and shall be valid for not less than sixty (60) days from the date of proposal opening. A longer time may be set out in the proposal or the ITB.
3. The Bid is made by a person authorized to bind the Bidder.
4. The Bid is made without unlawful collusion between another bidder or potential bidder, or with any officer or employee of Bayshore Gardens.
5. The bid is in full compliance with the Copeland Anti-kickback statute.
6. The Bidder does not discriminate on the basis of race, color, national origin, sex, religion, age, or handicapped status in employment or in the provision of services.

Signature: _____ Print: _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ____ day of _____, 20____, by _____ (name of person, officer, or agent, title of officer or agent), of _____ (name of corporation or partnership, a (state of incorporation or partnership, if applicable). Who is personally known to me _____, OR who produced _____ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

SIGNATURE: _____

PRINT NAME: _____

NOTARY PUBLIC STATE OF: _____

MY COMMISSION EXPIRES: _____

COMMISSION NO. _____

NO LOBBYING AFFIDAVIT

State of _____ County of _____

This, _____, of _____, 20____, _____ being first duly sworn, deposes and says that he or she is the authorized representative of _____ (Name of the authorized Bidder or individual), maker of the attached bid in response to the ITB released by the Bayshore Gardens Park and Recreational District, and that the bidder and any of its agents agrees to abide by the Bayshore Gardens Park and Recreation District's no lobbying restrictions in regard to this solicitation.

Affiant:

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20____, by _____ (name of person, officer, or agent, title of officer or agent), of _____ (name of corporation or partnership, a (state of incorporation or partnership, if applicable). Who is personally known to me _____, OR who produced _____ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

SIGNATURE: _____

PRINT NAME: _____

NOTARY PUBLIC STATE OF: _____

MY COMMISSION EXPIRES: _____

COMMISSION NO: _____

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
INVITATION TO BID
EXAMPLES OF DESIRED EQUIPMENT PROVIDED BY THE DISTRICT
FOR THE
RENOVATION OF THE PLAYGROUND

THE BIDS TO BE SUBMITTED MUST BE RECEIVED IN A SEALED
ENVELOPE CLEARLY MARKED ON OUTSIDE

"ITB Sun Shade Cover for Bayshore Gardens Playground"

ADDRESSED TO:
BAYSHORE GARDENS PARK AND RECREATION DISTRICT
6919 26TH ST. WEST
BRADENTON, FLORIDA 34207
ATT: GIA CRUZ

BIDS SUBJECT TO SUN SHADE FOR PLAYGROUND ITB MUST BE
SUBMITTED NO LATER THAN

July 10, 2024, at 3:00 PM

Site dimensions must be
verified for accuracy.

78'-9"
[24.0M]

GFP-20128

Atom
Inclusive
Spinner

Triple
Toss

65'-4"
[19.9M]

Arched 3 Bay
Swing w/4 Belt
Seats & 2
Bucket Seats

Hurricane
Spinner

USE_ZONE
Not In Proposal (NIP)
A:=4005 SF (372.08m²)
P:=245 LF (74.62m)
LC:=62 EA (4' TIMBER)



PLAYGROUND SUPERVISION IS REQUIRED.

THIS DESIGN IS THE PROPERTY OF
SUPERIOR RECREATIONAL PRODUCTS AND MAY NOT BE
REPRODUCED OR USED IN ANY MANNER WITHOUT
THE EXPRESSED WRITTEN CONSENT OF
SUPERIOR RECREATIONAL PRODUCTS.

REFERENCE NUMBER
SPGFP-062024-005-1
ADVANCED REC. - BAYSHORE GARDENS

DATE
8/6/24

DRAWN/SAVED BY
KLE / KAREN.ESCOBAR

SCALE
1/8" = 1'

SHEET
1 OF 1

PAGE
SITE_PLAN



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: Trustee hearing removal date Meeting Date: 08/26/2026

Type of Meeting: _____ Workshop _____ Board Meeting x

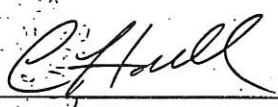
Motion: x Discussion: _____ (check one)

Rationale for Request: _____

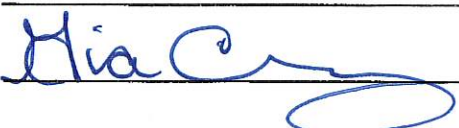
Reschedule hearing for removal of Trustee Barbara
Greenberg

Estimated Costs to District: (if applicable)

Attachments/Supporting documents: None: _____

Board Trustee:  Date: 08/16/2026

Print Name: Cori Howell

Received By:  Date: 8/18/2026



BAYSHORE GARDENS PARK AND RECREATION DISTRICT

6919 26th Street West
Bradenton, Florida 34207

Telephone: 941- 755-1912
Fax: 941-739-3515
Email: office@bayshoregardens.org

Via US Mail and Hand Delivery

Barbara Greenberg
1902 Harvard Ave
Bradenton, FL. 34207

August 26, 2026

Mrs. Greenberg,

This letter serves as notice that the Board of Trustees of the Bayshore Gardens Park and Recreation District will hold a public hearing on Wednesday, September 23, 2026, at 7:00 PM to consider your removal as a Trustee of the District. The hearing will be held at the Recreation Hall of the Bayshore Gardens Park and Recreation District, 6919 26th Street West; Bradenton, FL 34207.

Per the District's Charter "Any trustee failing to discharge the duties of his or her position may be removed for cause by the board of trustees after due notice and an opportunity to be heard upon charges of malfeasants or misfeasance."

Below are the charges which were originally presented to the Board at the meeting on July 22nd, 2026 and again at the meeting on August 26th, 2026:

- Has not attended any Board meeting since August 2025;
- Has shown inactive login status for the District email account for over eight months;
- The District has been unable to reach her since August 2025;
- During an in-person visit by a Trustee to check on her well-being, she verbally stated she would resign and return District property but failed to do either;
- Has not signed for or accepted any of the certified letters sent to her home (dated April 29, June 2, and July 9, 2026);
- Has not replied to copies of those letters sent via regular mail;
- Failed to appear at the July 22, 2026 Board meeting where her removal and the setting of a hearing date were on the agenda (notice was included in the July 12th letter);
- Failed to complete the 2026 financial disclosure by the July 1st deadline;
- Failed to complete the required state ethics and training course.

You have the right to attend this hearing to contest the charges, and you have the right to be represented by counsel. If you would like to resign from your position before said hearing, you can provide a letter of resignation addressed to the Board of Trustees, or for further assistance you may contact the District office at 941-755-1912.

Sincerely,

Bayshore Gardens Park and Recreation District

RESOLUTION 2026-06

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAYSHORE GARDENS PARK AND RECREATION DISTRICT, REMOVING BARBARA GREENBERG FROM THE BOARD OF TRUSTEES FOR CAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bayshore Gardens Park and Recreation District (the “District”) is an independent recreation district and a political subdivision of the State of Florida governed by Chapter 2002-365, Laws of Florida, as amended (the “Charter”), and the Bayshore Gardens Park and Recreation District Bylaws, as adopted and amended from time to time (the “Bylaws”); and

WHEREAS, the District’s Board of Trustees (the “Board”) is authorized pursuant to Section 2, subsection (5) of the Charter, and Article II, and Section 4 of the Bylaws, to remove any trustee failing to discharge the duties of his or her position for cause after due notice and an opportunity to be heard upon charges of malfeasance or misfeasance; and

WHEREAS, trustee Barbara Greenberg (the “Trustee”) has had no communication, attendance, or participation of any kind with the Board or the District for a period in excess of ten (10) months, and has not performed any act or function in her capacity as trustee during such period; and

WHEREAS, the Board provided written correspondence to the Trustee on April 29, 2026, and June 2, 2026, requesting the Trustee’s communication to the Board of her intent to either resume her duties as trustee or resign from the Board; and

WHEREAS, upon the Trustee’s failure to respond to the aforesaid communications, the District provided written notice to the Trustee that at the July 22, 2026, regular meeting, the Board would consider whether to move forward with scheduling a removal hearing; and

WHEREAS, at the July 22, 2026, regular meeting, the Trustee did not attend, and the Board voted to schedule a hearing on August 12, 2026, to consider removal of the Trustee; and

WHEREAS, on August 26, 2026, the Board provided the Trustee with written notice of the removal hearing by U.S. Mail and process server to the Trustee’s home address; and

WHEREAS, the Board held a duly noticed meeting and hearing on August 12, 2026, at which the Board received testimony and evidence regarding the Trustee’s failure to discharge the duties of her position; and

WHEREAS, the record of that hearing, and the documents and evidence presented therein, are hereby incorporated and made a part of this Resolution by reference as if fully set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BAYSHORE GARDENS PARK AND RECREATION DISTRICT:

1. The foregoing Whereas clauses are adopted and incorporated by reference as if fully set forth herein.

2. The District's Board of Trustees hereby finds that Barbara Greenberg, has failed to discharge the duties of her position as a trustee of the Bayshore Gardens Park and Recreation District.
3. Pursuant to Section 2, subsection (5) of the District's Charter, and Article II, Section 4 of the District's Bylaws, Barbara Greenberg, is hereby removed from the Board of Trustees of the Bayshore Gardens Park and Recreation District for failing to discharge the duties of her position as a trustee.
4. The trustee position previously held by Barbara Greenberg is hereby declared vacant. The Board of Trustees shall fill said vacancy for the unexpired term by appointment of a successor trustee at a future meeting in accordance with the District's Charter and Bylaws.
5. This Resolution shall take effect immediately upon its adoption.

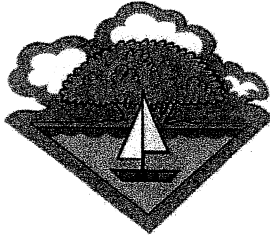
APPROVED AND DULY ADOPTED with a quorum present and voting, on this ____ day of _____, 2026.

**BAYSHORE GARDENS PARK AND
RECREATION DISTRICT**

By: _____
Chair

ATTEST:

COPY



**BAYSHORE GARDENS
PARK AND RECREATION DISTRICT**

6919 26th Street West
Bradenton, Florida 34207

Telephone: 941- 755-1912
Fax: 941-739-3515
Email: office@bayshoregardens.org

April 29, 2026

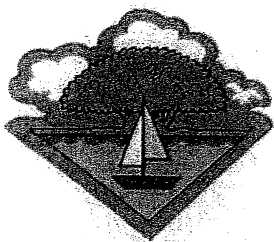
Dear Mrs. Greenberg,

We hope you are doing well. The board is concerned that you haven't been attending our monthly meetings. Looking at the approved minutes, the last meeting that you attended was August 27, 2025, Board Meeting. As you have been entrusted with property belonging to the Bayshore Gardens Park and Recreation District. Those items specifically include an iPad with its case, keyboard, charging cords, and the box for which you signed accepting responsibility. Your extended absence and failure to respond to any email attempts prompted this letter demanding the return of the District property including all of its original components. The items (keyboard and iPad) must be charged upon return to verify functionality. The items must be in good working condition and returned to the district office manager no later than May 15, 2026.

Thank you,

Gia Cruz
District Office Manager

COPY



BAYSHORE GARDENS PARK AND RECREATION DISTRICT

6919 26th Street West
Bradenton, Florida 34207

Telephone: 941- 755-1912
Fax: 941-739-3515
Email: office@bayshoregardens.org

June 2, 2026

Mrs. Greenberg,

This is our second formal letter regarding your extended absence from the Board of Trustees for the Bayshore District. As you are aware, accepting a seat on the Board comes with both responsibilities and obligations to the District and the community we serve.

To date, you have been absent from all Board meetings and have had no communication with the District for over eight months. Despite multiple attempts to reach you, including a certified letter from the District office that went unclaimed, we have not received any response or indication of your intentions.

Recently, a fellow Board member visited your home and personally requested that you contact the Board or District office to discuss your status and return the District-owned property in your possession. This includes the District iPad, keyboard, charger, box, and any other accessories for which you signed responsibility. At that time, it was reported that you declined to return the items immediately but stated you would bring them to the District office.

This letter, sent via both certified mail and regular mail, serves as formal notice requesting the following:

1. Immediate return of the District iPad, keyboard, charger, original box, and all accessories in working condition. The device must be fully charged upon return so functionality can be verified.
2. Written communication regarding your intentions to either resume your duties or resign from the Board.

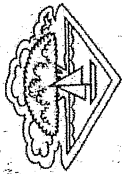
Please return the above property to the District office no later than **June 12, 2026**.

Your removal from the Board of Trustees will be considered and acted upon at the next regularly scheduled Board meeting. Should the District property not be returned as requested, the Board will pursue all available remedies, including legal action to recover the items or their full replacement value.

We hope to resolve this matter amicably and without further escalation.

Sincerely,--

Bayshore Gardens Park and Recreation District
6919 26th St. W
Bradenton, FL 34207

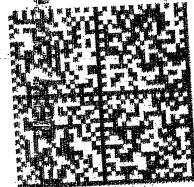


**BAYSHORE GARDENS
PARK AND RECREATION DISTRICT**

6919 26th Street West
Bradenton, Florida 34207

PS/9761

TAMPA FL 335



US POSTAGE
\$009.70

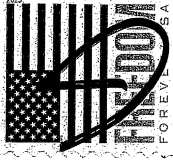
CORRECTION

ZIP 34207

CPU

06/03/2026

036B 0011834740



Barbara Greenberg

1902 H

Braden

NIXIE

339 5C 1

0206/29/25

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

9327080165903160

34207080165903160

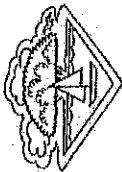
BC: 34207571119

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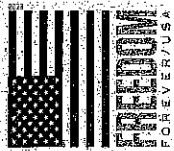


PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL



**BAYSHORE GARDENS
PARK AND RECREATION DISTRICT**
6919 26th Street West
Bradenton, Florida 34207



Handwritten initials: JF

Barbara Greenberg
1902 Harvard Ave
Bradenton, FL 34207

NIXIE 325 7E 1 7205/14/26

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

34207

BC: 34207571119

*2160-05687-06-25

711

... 9326092409326853