

Agenda
Bayshore Gardens Park & Recreation District
Board of Trustees Meeting
Wednesday; March 23, 2022 @ 7:00 P.M.

1. Roll Call
2. Call to Order
3. Pledge to Flag
4. Approval of Minutes: 2/7/22 Special Meeting / 2/23/22 BOT Meeting & 3/9/22 BOT Work Session
5. Treasurer's Report
6. Trustee Committee Reports
7. District Office Manager's Report
8. Old Business
9. New Business
 - Discuss Swimming Pool Contracts
10. Resident comments agenda item 3 minutes
11. Announcements for Clubs & Organizations
12. Adjournment

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

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

Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance
February 2022

Ordinary Income/Expense	Feb 22	Budget	Oct '21 - Feb 22	YTD Budget	Annual Budget
Income					
4000 · Assessments					
4005 · Property Tax	19,070.52	43,595.42	444,428.68	217,977.06	523,145.00
4006 · Commission fees	-572.12	-1,177.08	-13,678.86	-5,885.44	-14,125.00
4007 · Excess fees (Excess commission fees)	0.00		14,410.12		
Total 4000 · Assessments	18,498.40	42,418.34	445,159.94	212,091.62	509,020.00
4100 · Rent					
4111 · Screen Room Rental	75.00	83.33	250.00	416.69	1,000.00
4120 · Hall Rentals	1,932.60	1,666.66	7,974.41	8,333.38	20,000.00
4150 · Marina Rentals					
4151 · Slip Rental					
4152 · Resident slip rentals	713.00	3,750.00	37,558.56	18,750.00	45,000.00
4153 · Non Resident slip rentals	2,232.00	6,042.00	71,395.02	30,210.00	72,500.00
4158 · Homeowner-Non Resident	0.00	625.00	6,162.00	3,125.00	7,500.00
Total 4151 · Slip Rental	2,945.00	10,417.00	115,115.58	52,085.00	125,000.00
4154 · Small Boat Area	192.00	416.67	768.00	2,083.35	5,000.00
4156 · Trailer Space Rental	180.00	166.66	2,604.00	833.38	2,000.00
4157 · Gate Keys	540.00	433.33	6,310.00	2,166.69	5,200.00
4162 · NR Boat Ramp	0.00		4,400.00		
4805 · late fees	0.00		100.00		
4825 · Work Area/Pressure Washer	100.00		1,379.81		
Total 4150 · Marina Rentals	3,957.00	11,433.66	130,677.39	57,168.42	137,200.00
Total 4100 · Rent	5,964.60	13,183.65	138,901.80	65,918.49	158,200.00
4300 · Pool					
4360 · Pool FOB	40.00	91.67	1,120.00	458.31	1,100.00
Total 4300 · Pool	40.00	91.67	1,120.00	458.31	1,100.00
4500 · Publications					
4530 · Banner - Classified Ads	0.00		10.53		
4540 · Banner - Refund/Reimbsmt Income	30.00		95.00		
Total 4500 · Publications	30.00		105.53		
4600 · Interest Income (Interest Income)	59.33	41.67	274.80	208.35	500.00

Bayshore Gardens Park & Recreation District Profit & Loss Budget Performance February 2022

	Feb 22	Budget	Oct '21 - Feb 22	YTD Budget	Annual Budget
4800 · Miscellaneous Income					
4802 · Office Services	7.45		37.30		
4815 · Insurance Refunds	0.00		0.00		
4830 · Over/Short	0.00		0.02		
4800 · Miscellaneous Income - Other	0.00	4.17	1.35	20.85	50.00
Total 4800 · Miscellaneous Income	7.45	4.17	38.67	20.85	50.00
Total Income	24,599.78	55,739.50	585,600.74	278,697.62	668,870.00
Gross Profit	24,599.78	55,739.50	585,600.74	278,697.62	668,870.00
Expense					
5000 · Administration Expenses					
5100 · Wages, Taxes and Fees					
5120 · Wages - Administration	2,979.50	4,583.00	17,577.00	22,919.00	55,000.00
5130 · Wages - Maintenance	6,806.13	10,167.00	41,848.93	50,835.00	122,000.00
5132 · Wages - Dockmaster	700.00	750.00	3,500.00	3,750.00	9,000.00
5133 · Marina Project Manager	0.00		0.00		
5135 · Wages - Pool	0.00	4,500.00	4,067.37	22,500.00	54,000.00
5170 · Health Insurance Compensation	250.00	583.33	1,425.00	2,916.69	7,000.00
5210 · FICA-941 Taxes	821.29	1,666.67	5,234.02	8,333.31	20,000.00
5215 · Unemployment Taxes	75.13	50.00	211.01	250.00	600.00
5610 · Accounting Fees	550.00	1,125.00	4,200.00	5,625.00	13,500.00
6080 · Travel Mileage	0.00	41.67	0.00	208.31	500.00
Total 5100 · Wages, Taxes and Fees	12,182.05	23,466.67	78,063.33	117,337.31	281,600.00
Total 5000 · Administration Expenses	12,182.05	23,466.67	78,063.33	117,337.31	281,600.00
5200 · Marina Expense					
5250 · Property Tax	0.00	416.67	5,767.63	2,083.31	5,000.00
5575 · Marina Repair/Maintenance	130.56		1,973.14		
Total 5200 · Marina Expense	130.56	416.67	7,740.77	2,083.31	5,000.00
5300 · Security					
5311 · Security Camera R&M	0.00	166.67	0.00	833.31	2,000.00
5300 · Security - Other	0.00		0.00		
Total 5300 · Security	0.00	166.67	0.00	833.31	2,000.00
5400 · Utilities					

Bayshore Gardens Park & Recreation District Profit & Loss Budget Performance February 2022

	Feb 22	Budget	Oct '21 - Feb 22	YTD Budget	Annual Budget
5410 · Electric	939.12	1,291.67	6,257.54	6,458.31	15,500.00
5420 · Water/Sewer	894.27	1,350.00	8,004.90	6,750.00	16,200.00
5430 · Telephone	0.00	250.00	657.13	1,250.00	3,000.00
5440 · Gas/Propane	0.00	8.33	0.00	41.65	100.00
5460 · Internet	220.57	100.00	661.71	500.00	1,200.00
Total 5400 · Utilities	2,053.96	3,000.00	15,581.28	14,999.96	36,000.00
5500 · Building and Grounds					
5511 · Professional/Contract Services	377.70	733.33	3,290.20	3,666.69	8,800.00
5512 · Repairs, Maintenance & Supplies	201.46	675.00	3,373.10	3,375.00	8,100.00
5515 · Janitorial and Cleaning	142.72	250.00	1,215.94	1,250.00	3,000.00
5516 · Gasoline (Grounds machinery fuel)	0.00	66.67	0.00	333.31	800.00
5520 · Maintenance Equipment	0.00	250.00	431.88	1,250.00	3,000.00
5530 · Pest Control	0.00	83.33	1,460.00	416.69	1,000.00
5560 · Landscaping	1,419.26	1,916.67	3,892.51	9,583.31	23,000.00
5580 · Pool Maintenance	0.00	416.67	0.00	2,083.31	5,000.00
5585 · Pool Repair/Replacement	0.00	1,250.00	2,214.97	6,250.00	15,000.00
5590 · Pool Chemicals	878.50	1,333.33	3,772.45	6,666.69	16,000.00
5591 · EPA/Water	0.00	102.50	72.00	512.50	1,230.00
5683 · Certification Reimbursement	0.00	41.67	0.00	208.31	500.00
6500 · Playground Expense	0.00	125.00	0.00	625.00	1,500.00
Total 5500 · Building and Grounds	3,019.64	7,244.17	19,723.05	36,220.81	86,930.00
5600 · Other Administration Expense					
5519 · Leased Equipment	0.00	183.33	0.00	916.69	2,200.00
5650 · Postage	0.00	41.67	110.57	208.31	500.00
5660 · Legal Fees	2,825.00	833.33	3,475.00	4,166.69	10,000.00
5665 · Seminars, Training and Fees	0.00	83.33	175.00	416.69	1,000.00
5670 · Office Supplies/Expenses	761.69	666.98	3,117.91	3,331.30	8,000.00
5680 · Audit Fees	0.00	985.00	5,900.00	4,925.00	11,820.00
5682 · Organizational Fees and License	0.00	125.00	20.00	625.00	1,500.00
5686 · Website Maintenance	142.34	100.00	542.34	500.00	1,200.00
5690 · Advertising	0.00	41.67	62.01	208.31	500.00
6020 · Bank Fees	470.38	666.67	5,146.52	3,333.31	8,000.00

**Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance
February 2022**

	<u>Feb 22</u>	<u>Budget</u>	<u>Oct '21 - Feb 22</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
6040 · Trustee Election	0.00	416.67	0.00	2,083.31	5,000.00
Total 5600 · Other Administration Expense	4,199.41	4,143.65	18,549.35	20,714.61	49,720.00
5630 · Insurance-Business					
5631 · Insurance - Liability	0.00	750.00	2,305.00	3,750.00	9,000.00
5632 · Insurance - Workers Compensatio	0.00	894.17	3,467.25	4,470.81	10,730.00
5633 · Insurance - Auto Liability	0.00	18.33	59.50	91.69	220.00
5634 · Insurance -Property	0.00	916.67	6,163.25	4,583.31	11,000.00
5635 · Insurance - Flood	0.00	550.00	0.00	2,750.00	6,600.00
Total 5630 · Insurance-Business	0.00	3,129.17	11,995.00	15,645.81	37,550.00
5700 · Publications Expense					
5711 · Banner composition	300.00	266.67	1,730.00	1,333.31	3,200.00
5720 · Banner - Printing Costs	48.07		189.24		
5740 · Banner - Paper Delivery	45.00		161.00		
5750 · Banner - Office Supplies	0.00	183.33	0.00	916.69	2,200.00
Total 5700 · Publications Expense	393.07	450.00	2,080.24	2,250.00	5,400.00
5800 · District Recreation					
5830 · Expenses -	0.00	250.00	0.00	1,250.00	3,000.00
Total 5800 · District Recreation	0.00	250.00	0.00	1,250.00	3,000.00
5900 · Capital Layout					
5901 · Survey	0.00		0.00	0.00	0.00
5907 · Basketball Court	0.00	0.00	0.00	0.00	0.00
5909 · Screen Room Repair	0.00	0.00	0.00	0.00	0.00
5911 · Pool Repairs	0.00	13,472.50	0.00	67,362.50	161,670.00
5921 · Capital Layout Exercise Path	0.00	0.00	0.00	0.00	0.00
5922 · Hall Floors	0.00	0.00	0.00	0.00	0.00
5940 · Security Cameras	0.00	0.00	0.00	0.00	0.00
Total 5900 · Capital Layout	0.00	13,472.50	0.00	67,362.50	161,670.00
Total Expense	21,978.69	55,739.50	153,733.02	278,697.62	668,870.00
Net Ordinary Income	2,621.09	0.00	431,867.72	0.00	0.00

Bayshore Gardens Park & Recreation District Balance Sheet

As of February 28, 2022

Feb 28, 22

ASSETS

Current Assets

Checking/Savings

1000 · Checking-Operating 5/3 2537	243,211.57
1004 · Petty Cash - District	350.00
1005 · Escrow Account 5/3 - 3919	36,000.00
1006 · Checking-Payroll 5/3 2545	39,571.75
1016 · Savings - Operating 5/3 4032	448,936.63
1019 · Savings Reserves 5/3 5013	
1021 · Reserve Fund-Roofing	4,607.39
1022 · Reserve Fund-Hall Upgrade	-2,373.67
1023 · Reserve Fund-Pool	7,110.59
1024 · Reserve Fund - Wood Shop Exp	800.00
1025 · Reserve Fund - ADA	25,000.00
1032 · Reserve Fund - Marina	44,754.69
1033 · Reserve Fund-Outdoor Recreation	5,000.00
1036 · Reserve Fund - Security System	10,000.00
1019 · Savings Reserves 5/3 5013 - Other	-3,617.13
Total 1019 · Savings Reserves 5/3 5013	91,281.87

Total Checking/Savings 859,351.82

Accounts Receivable

1100 · Accounts Receivable	59,039.65
Total Accounts Receivable	59,039.65

Other Current Assets

11500 · Water Boy Bottle Deposit	35.00
1499 · *Undeposited Funds	2,630.65
Total Other Current Assets	2,665.65

Total Current Assets 921,057.12

Fixed Assets

1900 · Land	400,000.00
1910 · Buildings	1,307,197.93
1920 · Recreation Area	1,768,907.19
1940 · Recreation Area F & E	97,308.64
1960 · Machines & Equipment	93,144.21
1980 · Office Furniture and Equipment	36,158.54
1990 · Other Furniture and Equipment	53,448.88
1995 · Accumulated Depreciation	-1,195,385.52
1999 · 2019-2020 FY Reserve Expenses	59,815.22

Total Fixed Assets 2,620,595.09

Other Assets

1800 · Utility Deposits	280.00
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Total Other Assets 280.00

TOTAL ASSETS 3,541,932.21

LIABILITIES & EQUITY

Liabilities

Bayshore Gardens Park & Recreation District Balance Sheet

As of February 28, 2022

Feb 28, 22

Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	3,095.75
Total Accounts Payable	<u>3,095.75</u>
Credit Cards	
2055 · Fifth Third CC	-3,734.00
Total Credit Cards	<u>-3,734.00</u>
Other Current Liabilities	
2010 · Accrued Wages	6,180.17
2100 · Payroll Liabilities	
2215 · SUTA Payable	-0.70
2220 · FUTA Payable	-4.20
2300 · Garnishment of Wages	-495.42
2100 · Payroll Liabilities - Other	-1,652.70
Total 2100 · Payroll Liabilities	<u>-2,153.02</u>
2171 · Sales Tax Payable	1,039.11
2500 · Security Deposits	
2501 · Hall Security Deposits	-790.00
2502 · Marina Security Deposits	35,250.00
2503 · Screen Room Deposit (Screen Room Deposit)	180.00
Total 2500 · Security Deposits	<u>34,640.00</u>
2600 · Deferred Revenues	46,682.59
2700 · Prepaid Income	665.65
Total Other Current Liabilities	<u>87,054.50</u>
Total Current Liabilities	<u>86,416.25</u>
Total Liabilities	<u>86,416.25</u>
Equity	
3040 · Owners' Equity	182,295.76
3050 · Retained Earnings (Retained Earnings)	1,732,742.03
3200 · Fund Balance	-86,517.97
3300 · Investment in GFAAG	1,214,661.51
Net Income	412,334.63
Total Equity	<u>3,455,515.96</u>
TOTAL LIABILITIES & EQUITY	<u><u>3,541,932.21</u></u>

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: Swimming Pool Contract Meeting Date: 3-23-22

Type of Meeting: _____ Workshop _____ Board Meeting

Motion: _____ Discussion: (check one)

Rationale for Request: _____

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: _____
Contract From Executive Pools and Recommendations
From District Attorney Scott Rudacille

Board Trustee: Morris Raymer Date: 3-15-22

Print Name: MORRIS RAYMER

Received by: [Signature] Date: 3/15/22

1.0. Terms And Conditions;

Limited Warranties - Xecutive Pools warrants its work to the original contract purchaser to be free from defects in material and workmanship for a period of ONE YEAR from the date the pool was plastered. In the event Xecutive Pools contracts to install decking, said decking is not warranted against cracking, chipping, raising, settling or discoloration. Interior pool or spa finishes or said plaster is not warranted against discoloration, staining, chipping or cracking since such plaster defects generally result from local water conditions, improper chemicals, or improper cleaning of the pool.

1.1. All pool equipment and accessories installed as provided herein, carry a warranty as provided by the manufacturer of the same and the customer agrees to look solely to the manufacturer of such equipment and accessories with respect of any claim of breach of warranty applicable thereto. When the customer has work performed by others, Xecutive Pools does not warrant such work and Xecutive Pools shall not be held liable for any such work or for loss or damages which may result therefrom. The customer shall notify Xecutive Pools of any alleged breach of the above warranty within a reasonable time after discovery, but in an event no later than 15 days after discovery thereof. Such notice shall be sent to Xecutive Pools at its place of business set forth on this contract.

1.2. The above warranties are effective only if the customer has complied with all terms and conditions of the contract and has paid to Xecutive Pools any sums owing for work performed thereunder without regard to such alleged breach. The warranties become void if: The pool is not kept full: if the pool structure is damaged by reason of water rising above the lowest point of the pool when the pool is not kept full or by reason of any earth or fill ground movement, vandalism, freezing, acts of God, riots or other civil disturbances, acts of others; or if there was a transfer or change of ownership of the real property on which the pool is located.

1.3. Defects or failures from mistreatment, improper maintenance, abuse or neglect by the customer will be the sole responsibility of the customer. If the customer has work performed by others that is not provided for in this contract such as but is not limited to electrical panel changes, landscaping, erection of fences and retaining walls, Xecutive Pools does not warrant such work and Xecutive Pools shall not be responsible for and shall not be held liable for such work or loss or damages which may result therefrom. The sole and exclusive remedy of the customer hereunder wether based on warranty, contract, negligence or strict liability, is the replacement of the alleged defect. Xecutive Pools shall in no event be liable for special, incidental, consequential or punitive damages as a consequence thereof.

2.0. Contracts and Specifications;

This contract constitutes the entire contract between the parties and neither party shall be liable for any oral expression or representation by any agent of either party purporting to act for or on behalf of either party or by a commitment or arrangement not specified in the contract. No additional work shall be done without prior written authorization of the customer, which authorization shall be in the form of a written change order which

Property Of Xecutive Pools

is executed by each of the customer and Xecutive Pools specifying the agreement scope and terms of such change. Both parties agree that the contract completion dates shall be extended 15 working days for each additional working day necessitated by the change order. Any additional charges associated with such change order is to be paid no later than the next upcoming contract installment.

3.0. Payment;

A secured payment method in the form of an electronic fund transfer(EFT), credit or debit card must be placed on file to endorse the final payment of this contract listed in the payment schedule below.

3.1. With the exception of the final payment, all MasterCard, Visa and Discover charges will incur a 3.5% transaction fee and AmericanExpress charges will incur a 4.5% transaction fee. Any transaction fees will be added to the amount charged. All credit and debit card payments received must be personally received at the place of business.

3.2. All check payments must be made payable to "Xecutive Pools".

3.3. Any payment is considered late if not received by Xecutive Pools on the above aforementioned schedule, resulting in the suspension of all work in progress. Any amount outstanding for seven(7) or more days will bear an interest rate of two (2) percent per month calculated on the amount owed from the date on which it became due and payable, until paid.

4.0. Confidentiality;

The Contractor and the Customer agree that all terms of this Contract shall be kept confidential and that each shall indemnify and hold the other harmless for any loss or damage suffered by any breach of this confidentially clause.

4.1. Notwithstanding, the Contractor shall be allowed to use photographs, sketches and diagrams of the work done (to include before and after photographs) for the purposes of advertisement to other potential customers. Any such photographs, sketches and diagrams shall be only of the work area to be repaired or remodeled along with the finished work, and not of any person or persons in the work area.

5.0. Responsibilities;

RESPONSIBILITIES OF Xecutive Pools' CONDITIONS AND LIMITATIONS; Xecutive Pools shall not be responsible for delay or failure to perform work when such delay or failure is due to a force majeure event which shall be deemed to include, but not limited to, acts of God, excessive groundwater, abnormal soil or ground conditions, unexpected or man-made obstacles, inclement weather, wars, riot or other civil disturbance, labor disputes, government prohibition, non issuance of required permit affecting the swimming pool and adjacent areas, or for any other reason beyond Xecutive Pools reasonable control. Xecutive Pools is not responsible for damage to improvements and appurtenances located in or adjacent to the routes or the pool site, including but not limited to, such as curbs, sidewalks, driveways, patios, lawns, shrubs and sprinkler systems. Xecutive Pools is not responsible for damages caused by ground compaction performed by excavation equipment. Xecutive Pools is not responsible for pool popping(floatation of pool caused by excessive hydrostatic pressure). All pool dimensions, new additions, modifications and features are approximate and Xecutive Pools shall be deemed to have performed its obligations hereunder notwithstanding any minor variations in the size of such, as constructed, from which is planned. For this purpose, the parties agree that Xecutive Pools shall be deemed to have completed performance and fully satisfied its obligations hereunder if

Property Of Xecutive Pools

final surface dimensions are within 5% of the specified surface dimensions and final vertical dimensions are within 5% of the specified vertical dimensions.

5.1. RESPONSIBILITIES OF THE CUSTOMER; If the customer authorized access to adjacent properties for Xecutive Pools use during the project the customer is required to obtain permission from the owner(s) of adjacent properties for such use and the customer agrees to be responsible and to hold Xecutive Pools harmless from any liability with respect thereto. The customer is required, at their own expense, to do all construction and other acts, and to meet all conditions, necessary to allow Xecutive Pools to perform and complete the work as provided in this contract. The customer shall furnish Xecutive Pools with copies of all soil reports and surveys, and with accurate information regarding utilities, telephone lines, and other objects which might impact the pool project, as requested by Xecutive Pools. The customer has directed the location of the pool upgrades and other improvements and equipment as shown on the attached pool specification sheet (or as the same may be approved by the customer and Xecutive Pools after the date hereof) and where such location (or other location approved or directed by the customer) is used there shall be no liability on the part of Xecutive Pools for incorrect location of such pool work, other improvements and equipment or for encroachment to interference thereby upon the property easements or right of any third parties. The customer shall be responsible for obtaining any necessary variance and association approvals, permits or fees required for the renovation of the pool in the location designated by the customer. Drainage beyond the pool site is the responsibility of the customer and the customer agrees that any such drainage shall comply with all city, county or other governmental requirements. The customer agrees to make payment called for by this contract on time even though repairs under this contract may have been scheduled but not yet performed. Approval of work to be inspected by an authorized supervisory agent of Xecutive Pools. The pool is deemed complete when plastered.

5.2. PREEXISTING CONDITIONS; Xecutive Pools will not be held responsible for any leaks throughout the swimming pool and operating equipment. A Leak detection report from a third party representative is recommended prior to the commencement of work.

6.0. REPRESENTATIONS OF THE CUSTOMER;

Unless otherwise specifically provided in the plans and specifications of this contract, Xecutive Pools has entered into this contract based upon the following assumptions of facts and warranties of the customer:

(a) The customer will provide adequate access to the customer's own property or through adjacent property for Xecutive Pools normal operating equipment to do the work at no cost and with no liability to Xecutive Pools.

(b) The customer has obtained or will obtain water, power, electricity and or utilities necessary to the swimming pool improvements contemplated hereunder.

6.1. PLUMBING AND UTILITIES; Unless specified, Xecutive Pools shall not be responsible for relocating, rerouting or replacing plumbing, gas, sanitation and water supply systems and the cost of all labor, materials and equipment necessary to relocate, reroute or replace any such utilities including overhead or underground shall be at the responsibility of the customer.

6.2. ELECTRICAL SERVICE; Unless specifically included, electrical work contemplates no change to existing service panel other than the addition of circuit breakers or fuse block to distribute electrical current to new equipment. Changes to existing wiring is not the responsibility of Xecutive Pools. All panel or wiring changes including the installation of breakers, are the customer's responsibility.

Property Of Xecutive Pools

6.3. DAMAGE TO WORK; In the event work already performed is damaged by any cause beyond Xecutive Pools control and the customer elects to cancel the work or the work is ordered to terminate. Xecutive Pools shall be paid for the work performed to date up to the date that such damage is suffered or incurred with the amount of such payment to be agreed to in writing by the customer and Xecutive Pools. Provided that if the parties are unable to agree then such payment will be the cost price for such labor and materials plus 30% of such cost price.

6.4. ASSIGNMENTS; Xecutive Pools may assign or subcontract all or any portion of the work to be done.

7.0. Jurisdiction and Venue;

This agreement is deemed a Contract under the laws of the State of Florida and shall be governed by the laws thereof. Any and all disputes arising out of this Contract shall be resolved in the associated County court in Florida.

7.1. Should either Party be aggrieved by any terms of the contract or to collect amounts due under the contract, the Parties agree to submit the dispute to arbitration for resolution. The Parties also agree to abide by the rules of the American Arbitration Association, and the prevailing Party shall be entitled to reasonable attorney fees incurred as a result therefrom.

8.0. Agreement;

If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

8.1. The person signing for Xecutive Pools assures that he or she has full authority to bind Xecutive Pools to this Contract. The person signing for the Customer assures that he or she has full authority to bind the Customer to this Contract.

8.2. This Contract contains the entire agreement between Xecutive Pools and The Customer, and there are no other promises or conditions relative to the agreement between the parties, unless said promises or conditions have been reduced to writing and executed by both parties.

CONTRACT FOR POOL REPAIR WORK

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

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

1. DESCRIPTION OF WORK

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

2. CONTRACT SUM

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

3. TIME OF COMMENCEMENT/COMPLETION

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

4. PAYMENTS

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

Contractor shall render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within thirty (30) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require Contractor to provide, including lien waivers. Contractor shall maintain records conforming to usual accounting practices. Any payment not received in accordance with this Section will result in the suspension of all Contract Work in progress. Any amount outstanding for seven (7) or more days will bear an interest rate of two (2) percent calculated on the amount owed from the date on which it became due and payable, until paid.

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

5. BOND

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

6. CONTRACTOR'S REPRESENTATIONS

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

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

7. DUTIES OF CONTRACTOR

Contractor's duties are as follows:

- a. Contractor shall be solely responsible for all Contract Work specified in Exhibit "A," including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the Contract Work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. Contractor shall be responsible for obtaining all required permits and authorizations from applicable governmental authorities for the Contract Work.
- c. Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed.

- d. Contractor shall provide and pay for all labor, materials, equipment, including tools and machinery, transportation, and all other facilities and services necessary for the proper completion of the Contract Work in accordance with this Contract. Prior to commencing the Contract Work, Contractor shall provide District a list of the subcontractors, if any, who will provide work at the project, for approval by the District. Contractor shall provide District with three (3) days' written notice of any changes to the subcontractor list and obtain District approval of any such changes.
- e. Contractor shall pay all taxes required by law in connection with the Contract Work in accordance with this Contract, including sales, use, and similar taxes. Contractor shall advise the District as to any and all licenses and permits necessary for proper completion of the Contract Work and ascertaining that the permits meet all requirements of applicable federal, state, and local laws or requirements.
- f. Contractor shall be fully responsible for all acts or omissions of its employees or subcontractors on the project, and Contractor shall promptly repair any damages to the premises or facilities caused by such persons.
- g. Contractor represents and warrants to the District that all equipment and materials used in the Contract Work and made a part of structures, or placed permanently in connection therewith, will be new unless otherwise specified in Exhibit "A" and will be of good quality, free of defects. It is understood between the parties that all equipment and materials not so in conformity are defective.
- h. Contractor agrees to keep the site and adjoining ways and roads free of waste materials and rubbish caused by its work. Contractor further agrees to remove all such waste material and rubbish daily, together with all its tools, equipment, machinery, and surplus materials. Contractor agrees on terminating its work at the site, to conduct general clean-up operations.
- i. Contractor shall provide and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. In this connection, Contractor shall take reasonable precautions for the safety of all work employees and other persons whom the Contract Work might affect, all work and materials incorporated in the construction site and adjacent thereto, complying with applicable laws, ordinances, rules, regulations, and orders.
- j. Contractor will not be held responsible for any preexisting leaks throughout the swimming pool and operating equipment which are outside the scope of the Contract Work. A leak detection report from a third-party representative is recommended prior to the commencement of the Contract Work.
- k. Unless specified, Contractor shall not be responsible for relocating, rerouting, or replacing plumbing, gas, sanitation and water supply systems and the cost of all labor, materials, and equipment necessary to relocate, reroute or replace any such utilities including overhead or underground shall be at the responsibility of the District.
- l. Unless specifically included, electrical work contemplates no change to existing service panel other than the addition of circuit breakers or fuse block to distribute electrical

current to new equipment. Changes to existing wiring is not the responsibility of Contractor. All panel or wiring changes including the installation of breakers, are the District's responsibility.

- m. In the event portions of the Contract Work already performed by Contractor is damaged by any cause beyond Contractor's control and the District elects to cancel the remaining Contract Work, Contractor shall be paid for the portion of the Work performed in accordance with the proposal attached hereto and incorporated herein as Exhibit "A."
- n. Contractor shall not be responsible for delay or failure to perform Control Work when such delay or failure is due to a force majeure event which shall be deemed to include, but not limited to, acts of God, excessive groundwater, abnormal soil or ground conditions, unexpected or man-made obstacles, inclement weather, wars, riot or other civil disturbance, labor disputes, government prohibition, non-issuance of required permit affecting the swimming pool and adjacent areas, or for any other reason beyond Contractor's reasonable control.
- o. Contractor is not responsible for damages caused by ground compaction performed by excavation equipment, unless caused by the negligence of the Contractor.
- p. Contractor is not responsible for pool popping (flotation of pool caused by excessive hydrostatic pressure), unless caused by the negligence of the Contractor.
- q. All pool dimensions, new additions, modifications, and features are approximate, and Contractor shall be deemed to have performed its obligations hereunder notwithstanding any minor variations in the size of such, as constructed, from which is planned. For this purpose, the parties agree that Contractor shall be deemed to have completed performance and fully satisfied its obligations hereunder if final surface dimensions are within 5% of the specified surface dimensions and final vertical dimensions are within 5% of the specified vertical dimensions.
- r. District shall provide any soil reports or surveys that it may have. Contractor shall be responsible for obtaining any utility locates that may be required.

8. DUTIES OF THE DISTRICT.

- s. If the District authorizes access to adjacent properties for Contractor's use during the project the District is required to obtain permission from the owner(s) of adjacent properties for such use.
- t. The District is required, at its own expense, to do all construction and other acts, and to meet all conditions, necessary to allow Contractor to perform and complete the Contract Work as provided in this Contract. Contractor shall provide District with notice of any such work that may be required.
- u. The District has directed the location of the pool upgrades and other improvements and equipment as shown on the attached pool specification sheet (or as the same may be approved by the Parties after the date hereof) and where such location (or other location approved or directed by the District) is used there shall be no liability on the part of Contractor for incorrect location of such pool work, other improvements and equipment

or for encroachment to interference thereby upon the property easements or right of any third parties.

- v. The District shall be responsible for obtaining any necessary variance or association approvals required for the renovation of the pool in the location designated by the District.
- w. To the extent not encompassed within the Contract Work, drainage beyond the pool site is the responsibility of the District and the District agrees that any such drainage shall comply with all city, county or other governmental requirements.
- x. The District will ensure the availability of water, power, electricity and/or utilities necessary to the Contract Work contemplated hereunder.

9. INDEMNIFICATION

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

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

10. INSURANCE

- a. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, the insurance listed below.
 - 1. Workers' Compensation coverage, Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
 - 2. Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.
 - 3. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed. Said insurance

shall also to include insured/underinsured motorist's coverage in the minimum amount of \$100,000 when there are owned vehicles.

- b. District, its staff, consultants, agents, and directors, shall be named as an additional insured on all policies required (excluding worker's compensation). Contractor shall furnish District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to District. The policies of insurance shall be primary and written on forms acceptable to the District and the insurance coverage shall be from a reputable insurance carrier acceptable to District, who licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- c. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

11. CORRECTING WORK/WARRANTY

- a. Contractor warrants to the District that the Contract Work is free from defects in material and workmanship for a period of one (1) year from the date the pool was plastered. In the event Contractor installs decking, said decking is not warranted against cracking, chipping, raising, settling or discoloration. Interior pool or spa finishes or said plaster is not warranted against discoloration, staining, chipping, or cracking to the extent such plaster defects result from local water conditions, improper chemicals, or improper cleaning of the pool.
- b. All pool equipment and accessories installed as provided herein, carry a warranty as provided by the manufacturer of the same and the District agrees to look solely to the manufacturer of such equipment and accessories with respect of any claim of breach of warranty applicable thereto, so long as the Contractor is not the cause of the breach of warranty. When the District has work performed by others, Contractor does not warrant such work and Contractor shall not be held liable for any such work or for the loss or damages which may result therefrom. The District shall notify Contractor of any alleged breach of the above warranty within a reasonable time after discovery, but in an event no later than 15 days.
- c. The above warranties are effective only if the District has complied with all terms and conditions of the Contract and has paid Contractor any and all sums owing for undisputed Contract Work performed thereunder. The warranties become void if:
 - 1. The pool is not kept full through the fault of the District;
 - 2. The pool structure is damaged by reason of water rising above the lowest point of the pool when the pool is not is not kept full through the fault of the District or by

reason of any earth or fill ground movement, vandalism, freezing, acts of God, riots or other civil disturbances, act of others; or,

3. There was a transfer or change of ownership of the real property on which the pool is located.
- d. Defects or failures from mistreatment, improper maintenance, abuse, or neglect by the District are the sole responsibility of the District. If the District has work performed by others that is not provided for in this Contract, such as, but is not limited to, electrical panel changes, landscaping, erection of fences and retaining walls, Contractor does not warrant such work and shall not be responsible for and shall not be held liable for such work or loss or damages which may result therefrom. The sole and exclusive remedy of the customer hereunder whether based on warranty, contract, negligence or strict liability, is the replacement of the alleged defect. Contractor shall in no event be liable for special, incidental, consequential or punitive damages as a consequence thereof.

12. WORK CHANGES

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

13. EARLY TERMINATION FOR BREACH OF CONTRACT

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

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

14. ATTORNEYS' FEES

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

15. ASSIGNMENT

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

16. CHOICE OF LAW/VENUE

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

17. ENTIRE AGREEMENT

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

18. WAIVER

A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

19. SEVERABILITY

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

20. NOTICE

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

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

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

To Contractor: Xecutive Pools, LLC
c/o _____

21. PUBLIC RECORDS

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

- A. Contractor shall keep and maintain public records that ordinarily and necessarily would be required to perform the services described in this Agreement.
- B. Contractor shall provide the public with access to public records on the same terms and conditions as specified in the District's lawfully enacted Rules and policies, or as otherwise provided by law, and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Contractor shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Contractor shall meet all requirements for retaining public records, and shall, upon termination of the Agreement, transfer at no cost to the District all public records in the possession of the Contractor and destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements.
- E. All records stored electronically shall be provided by Contractor to the District in a format that is compatible with the District's information technology systems.

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

22. E-VERIFY

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

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

CONTRACTOR

Xecutive Pools, LLC

By: _____

Its: _____
(Title of Authorized Representative)

Date: _____

DISTRICT

Bayshore Gardens Park and Recreation District

By: _____
Morris Raymer, Chair

Date: _____

Exhibit "A"

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



Approved

Xecutive Pools

13542 North Florida Avenue

Tampa, FL 33613

Phone: 1(877)4-XPOOLS

Bayshore Garden Park & Recreation

Phone: (941)755-1912

Cell: (941)565-5688

Job Address:

6919 26th Street West

Bradenton, FL 34207

Print Date: 3-8-2022

Pool Pricing (T.E.)

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

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

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

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

Raised Pool Beam

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

\$24,416.20

Brick Pavers

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

\$43,853.83

Underground plumbing

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

\$38,898.05

Ladders & Handrails

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

\$7,572.13

Filtration System

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

\$5,594.40

Pool Lighting

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

\$3,784.30

Equipment Set

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

\$6,903.93

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

Well-Point System

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

\$12,522.60

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

Total Price: \$311,433.91

Price Includes:

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

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

Signature:

Date:

Approved by:
