# \*REVISED Agenda Bayshore Gardens Park & Recreation District Board of Trustee Meeting August 20, 2019

- 1. Roll Call, establish quorum
- 2. Call to Order
- 3. Pledge to flag
- 4. Approval of Minutes; July 3<sup>rd</sup>, July 16<sup>th</sup>, July 26<sup>th</sup>, 2019
- 5. Treasurer Report
- 6. Trustee Committee Reports
- 7. District Manager's Report

### **OLD BUSINESS**

(Resident comments agenda item 3 minutes)

## 8. Agenda Motions:

9.	Removal of James Frost as Chairman
10.	Removal of Jodie Lawman as District Manager
11.	Removal of Dan Rawlinson as 1st Vice Chair
12.	"Resend" Motion to Eliminate Current Banner Format
13.	Policy & Procedure Committee
14.	Replacement of Attorney for the District, James Dye
15.	Hiring of an attorney and lobbyist for \$25,000 to Change District Charter
16.	Removal of Steve Watkins as Secretary
17.	Recreation Hall and Marina Discussions/Updates/Camera Estimates

### **NEW BUSINESS**

- 18. Interview and Appointment of New Board Trustee
- 19. Resident comments that do not address agenda items. (3 minute limit)
- 15. Announcements from Clubs and Organizations
- 16. 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.

\*The REVISED Agenda is a result of a BOT Trustee adding 4 Motions to the Agenda. The initial Agenda for the BOT meeting of 8/20/19 was posted timely to adhere to the 7 day notice per FL. Statute

Ordinary Income/Expense Income 4000 · Assessments 4005 · Property Tax				
2				
4000 · Assessments 4005 · Property Tax				
4005 · Property Tax				
AAA . commission for a thousand by V Duston	0.00	42,939.00	508,428.59	429,390.00
4000 COMMISSION ISSES (ISSES WITH ISSUED BY N. DULION)	0.00	-1,416.67	-14,722.43	-14,166.66
4007 · Excess fees (Excess commission fees)	00:00	250.00	0.00	2,500.00
Total 4000 · Assessments	0.00	41,772.33	493,706.16	417,723.34
4100 · Rent				
4111 · Screen Room Rental	50.00	66.67	945.25	9999
4120 · Hall Rentals	608.64	1,166.67	18,949.01	11,666.66
4130 · Sales Tax Collected	0.00		00.00	00.00
4150 · Marina Rentals (All Marina income rentals)				
4151 · Slip Rental (All Resident Rentals)				
4152 · Resident slip rentals	207.00	3,833.33	36,153.76	38,333.34
4153 · Non Resident slip rentals	182.00	5,666.67	72,881.99	56,666.66
4155 · Short Term Slip Rental (Short Term Slip rental \$10. per day)	30.00	8.33	92.35	83.34
4158 · Homeowner-Non Resident	0.00		1,065.00	
4151 · Slip Rental (All Resident Rentals) - Other	0.00		0.00	0.00
Total 4151 · Slip Rental (All Resident Rentals)	419.00	9,508.33	110,193.10	95,083.34
4154 · Small Boat Area (Small Boat Storage Area)	0.00	166.67	2,259.81	1,666.66
4156 · Trailer Space Rental	00.00	266.67	2,484.00	2,666.66
4157 · Gate Keys				
4159 · seawall restoration fee (portion for seawall)	0.00		0.00	0.00
4157 · Gate Keys - Other	320.00	416.67	4,760.00	4,166.66
Total 4157 · Gate Keys	320.00	416.67	4,760.00	4,166.66
4805 · late fees	0.00	25.00	1,977.18	250.00
4825 · Work Area/Pressure Washer	30.00	20.00	750.00	500.00
Total 4150 · Marina Rentals (All Marina income rentals)	769.00	10,433.34	122,424.09	104,333.32
Total 4100 · Rent	1,427.64	11,666.68	142,318.35	116,666.64
4115 · Bathroom Key Deposit (Deposit for key use)	00.0		0.00	0.00
4200 · Associate Memberships	0.00		0.00	0.00

		in Figure	Oct 10 - 0ti 13	and are
4320 · Pool Income - Guests & Passes	0.00		0.00	0.00
4330 · Pool - Swim Lessons	0.00		50.00	
4340 Pool concession stand (all sales from concessions)	0.00		00:00	0.00
4360 · Pool FOB	270.00		2,500.00	
Total 4300 · Pool	270.00		2,550.00	0.00
4400 · Donations				
4405 · General Donations	0.00	4.17	0.00	41.66
4400 · Donations - Other	0.00		0.00	0.00
Total 4400 · Donations	0.00	4.17	0.00	41.66
4500 · Publications				
4520 · Banner · Subscriptions	0.00	4.17	0.00	41.66
4530 · Banner - Classified Ads	355.19	916.67	2,881.60	9,166.66
Total 4500 · Publications	355.19	920.84	2,881.60	9,208.32
4600 · Interest Income (Interest Income)	2,677.71	141.67	18,914.49	1,416.66
4800 · Miscellaneous Income				
4802 · Office Services	15.35		74.58	
4810 · Vending Machine (Processing fee on wages)	0.00		0.00	0.00
4815 · Insurance Refunds	0.00		0.00	
4830 · Over/Short	0.04		0.04	
4800 · Miscellaneous Income - Other	0.00	279.17	2,190.40	2,791.66
Total 4800 · Miscellaneous Income	15.39	279.17	2,265.02	2,791.66
4999 · Uncategorized Income	0.00		-0.64	
Total Income	4,745.93	54,784.86	662,634.98	547,848.28
Gross Profit	4,745.93	54,784.86	662,634.98	547,848.28
Expense				
5000 · Administration Expenses				
5100 · Wages, Taxes and Fees				
5120 · Wages - Adminstration	5,765.58	5,360.67	59,349.97	53,606.66
5125 - Wages - Office	0.00		00.0	0.00
5130 · Wages · Maintenance	8,900.75	7,381.00	89,897.46	73,810.00
5132 · Wages - Dockmaster	0.00	700.00	5,600.00	7,000.00
5133 · Marina Project Manager	0.00		2,292.50	

	Jul 19	Budget	Oct '18 - Jul 19	YTD Budget
5135 · Wages - Pool	8,463.57	3,525.00	29,725.71	35,250.00
5136 · Wages-Swim Lessons	0.00		00.00	0.00
5140 · Wages - Paid Holiday	0.00		00.00	0.00
5145 · Wages - Sick pay	0.00		0.00	0.00
5156 · Wages-Overtime (All overtime over 40 hours)	0.00		0.00	0.00
5157 · Wages-Vacation (Vacation time)	0.00		0.00	0.00
5160 · Bonus Pay	0.00		00.00	0.00
5170 · Health Insurance Compensation (Employee Insurance Allotment)	450.00	400.00	4,125.00	4,000.00
5210 · FICA-941 Taxes	1,803.90	1,250.00	13,266.11	12,500.00
5215 · Unemployment Taxes	45.78	41.67	465.60	416.66
5330 • Hall Monitor	396.00	208.33	3,437.50	2,083.34
5450 · Cell Phone	0.00	56.25	0.00	562.50
5610 · Accounting Fees	1,350.00	1,250.00	14,425.00	12,500.00
6080 · Travel Mileage	107.88	83.33	430.21	833.34
5100 · Wages, Taxes and Fees - Other	0.00		0.00	0.00
Total 5100 · Wages, Taxes and Fees	27,283.46	20,256.25	223,015.06	202,562.50
Total 5000 · Administration Expenses	27,283.46	20,256.25	223,015.06	202,562.50
5200 · Marina Expense				
5240 · Sales Tax	0.00		00.00	00.00
5250 · Property Tax	0.00	666.67	4,730.41	6,666.66
5570 · Small Boat Area	0.00	8.33	0.00	83.34
5575 · Marina Repair//Maintenance	2,952.00	291.67	5,705.35	2,916.66
Total 5200 · Marina Expense	2,952.00	966.67	10,435.76	9,666.66
5300 · Security				
5310 · Security Systems	39.99		896.95	0.00
5311 · Security Camera Maintenance (Security Camera Repair and Maintenance)	0.00	125.00	10,545.66	1,250.00
5320 · Gate Closing Expense	125.00	125.00	1,250.00	1,250.00
5335 · Key Fobs	0.00	62.50	0.00	625.00
5300 · Security - Other	0.00		1,395.21	
Total 5300 · Security	164.99	312.50	14,087.82	3,125.00
5400 · Utilities				
5410 · Electric	1,499.57	1,666.67	13,281.57	16,666.66

	Jul 49	Budget	Oct '18 - Jul 19	YTD Budget	ľ
5420 · Water/Sewer	1,176.35	1,250.00	13,047.10	12,500.00	
5430 · Telephone/Pager/Cabie/Web	164.97	375.00	2,052.18	3,750.00	
5440 · Gas/Propane	19.01	51.67	842.02	516.66	
Total 5400 · Utilities	2,859.90	3,343.34	29,222.87	33,433.32	
5500 · Building and Grounds					
5510 · Supplies Maintenance	0.00		0.00	00.00	
5511 · Professional/Contract Services (outside contractors)	659.29	916.67	12,172.62	9,166.66	
5512 · Repairs, Maintenance & Supplies	1,539.36	1,000.00	11,244.03	10,000.00	
5513 · Contract Services (Outside Contractor)	0.00		0.00	0.00	
5515 · Janitorial and Cleaning	288.53	133.33	2,825.96	1,333.34	
5516 · Gasoline (Grounds machinery fuel)	103.62	41.67	250.31	416.66	
5520 · Maintenance Equipment	152.76	291.67	2,760.72	2,916.66	
5530 · Pest Control	80.25	125.00	2,290.50	1,250.00	
5560 · Landscaping	29.99	1,333.33	7,301.30	13,333.34	
5580 · Pool Maintenance	531.03	125.00	5,473.79	1,250.00	
5585 · Pool Repair/Replacement (Pool Repair)	00:00	416.67	434.96	4,166.66	
5590 · Pool Chemicals	1,212.65	916.67	12,036.35	9,166.66	
5683 · Certification Reimbursement (Pool attendant certification)	0.00	58.33	00'009	583.34	
6500 · Playground Expense	0.00	183.33	0.00	1,833.34	
Total 5500 · Building and Grounds	4,597.48	5,541.67	57,390.54	55,416.66	
5600 · Other Administration Expense					
5519 · Leased Equipment	554.20	173.33	2,114.34	1,733.34	
5650 · Postage	0.00	66.67	688.18	99.999	
5660 · Legal Fees,	45.00	666.67	8,523.00	6,666.66	
5665 · Seminars, Training and Fees	15.00	20.83	1,625.39	208.34	
5670 · Office Supplies/Expenses	441.88	00.099	5,176.60	6,600.00	
5680 · Audit Fees					
5685 - Employment Agency	0.00		00:00	00.00	
5680 · Audit Fees - Other	0.00	666.67	10,900.00	6,666.66	
Total 5680 · Audit Fees	0.00	666.67	10,900.00	6,666.66	
5682 · Organizational Fees and License	00:00	66.67	36.00	666.66	
5686 · Website Maintenance	100.00	16.67	3,301.28	166.66	

	Jul 19	Budget	Oct '18 - Jul 19	YTD Budget
5690 · Advertising	38.61	166.67	925.74	1,666.66
6020 · Bank Fees	327.30	4.17	5,220.47	41.66
6040 · Trustee Election	0.00	354.17	0.00	3,541.66
Total 5600 · Other Administration Expense	1,521.99	2,862.52	38,511.00	28,624.96
5630 · Insurance-Business				
5631 · Insurance - Liability (FI Municipal)	0.00	704.33	6,339.00	7,043.34
5632 · Insurance - Workers Compensatio	0.00	872.50	9,177.00	8,725.00
5633 · Insurance - Auto Liability	0.00	13.00	117.00	130.00
5634 · Insurance -Property	0.00	1,168.50	8,691.50	11,685.00
5635 · Insurance - Flood	1,293.00	750.00	10,620.36	7,500.00
Total 5630 · Insurance-Business	1,293.00	3,508.33	34,944.86	35,083.34
5700 · Publications Expense		-		
5710 · Banner - Commissions	0.00	266.67	735.01	2,666.66
5711 · Banner composition	340.00	500.00	4,790.00	5,000.00
5720 · Banner - Printing Costs	00:00	833.33	7,112.85	8,333.34
5740 · Banner - Paper Delivery	250.00	250.00	2,500.00	2,500.00
5750 · Banner - Office Supplies				
5751 · office equipment (computer/printer)	0.00		00.00	0.00
5752 · Office supplies	00:00	0.00	0.00	0.00
5750 · Banner - Office Supplies - Other	0.00	0.00	0.00	0.00
Total 5750 · Banner - Office Supplies	00.0	00.00	0.00	0.00
5760 · Banner - Miscellaneous Expenses				
5761 · Tide Tables (Tide Tables Schedules)	00:00	10.50	147.00	105.00
5762 · King Features (King Features)	22.79	22.92	227.90	229.16
5760 · Banner - Miscellaneous Expenses - Other	0.00	0.00	0.00	0.00
Total 5760 · Banner - Miscellaneous Expenses	22.79	33.42	374.90	334.16
Total 5700 · Publications Expense	612.79	1,883.42	15,512.76	18,834.16
5800 · District Recreation				
5830 · Expenses -	875.73	983.33	3,482.59	9,833.34
5800 · District Recreation - Other	0.00		0.00	0.00
Total 5800 · District Recreation	875.73	983.33	3,482.59	9,833.34
5880 · Concession Stand (Concession Stand Expense)	0.00	0.00	15.34	0.00

	Jul 19	Budget	Oct '18 - Jul 19	YTD Budget
5885 · Depreciation Expense	0.00	0.00	0.00	00.00
5900 · Capital Layout				
5901 - ADA Lift for Pool	0.00	750.00	8,268.20	7,500.00
5902 · ADA Compliant Ramp for Rec Ctr	0.00	416.67	6,900.00	4,166.66
5903 · Sheds to Replace Porta Potty	0.00	666.67	0.00	6,666.66
5904 · Resurface Breezeway	0.00	833.33	00.00	8,333.34
5906 · Fishing Pier Repair	0.00	1,750.00	0.00	17,500.00
5907 · Pickleball Crt @ Basketball Crt	0.00	58.33	74.64	583.34
5908 · Add Heat to AC	0.00	833.33	0.00	8,333.34
5909 · Screen Room Repair	0.00	2,500.00	0.00	25,000.00
5911 · Rec Hall Repairs	36.50	6,148.50	36.50	61,485.00
5912 · Automatic Gate to the Beach	0.00	1,170.00	00.0	11,700.00
5915 · Air Conditioner	0.00		00'0	0.00
5920 · Furniture & Equipment	0.00		00.00	00.00
5940 · Security Cameras	0.00		0.00	0.00
Total 5900 · Capital Layout	36.50	15,126.83	15,279.34	151,268.34
5950 · ADA (ADA)				
5953 · ADA Port-A-Potty	0.00		00:00	0.00
5950 · ADA (ADA) - Other	0.00		0.00	0.00
Total 5950 · ADA (ADA)	0.00		0.00	0.00
5960 · Marina Construction				
5961 · Marina Contractors(cap imp)	0.00	0.00	2,841.50	0.00
5962 · Material(cap imp)	0.00		0.00	00.00
Total 5960 · Marina Construction	0.00	0.00	2,841.50	0.00
6000 · Miscellaneous Expenses				
6010 · Over/Short Expenses	0.00	00.00	1.09	0.00
6030 · Penalties & Interest	00:00		0.00	0.00
6120 · Deposited Item Charge Back (Bounced check charge back)	00.00		0.00	0.00
6000 · Miscellaneous Expenses - Other	0.00	0.00	0.00	0.00
Total 6000 · Miscellaneous Expenses	00.0	0.00	1.09	0.00
6900 · Uncategorized Expenses	00:00	0.00	00.00	0.00
7000 · Future Projects	00:00		0.00	0.00

	Jul 19	Budget	Oct '18 - Jul 19	YTD Buc
8000 · Other Expenses (Other Expenses)				
8001 · Hall Rewiring Project Exp (all expenses incurred)	0.00		0.00	
Total 8000 · Other Expenses (Other Expenses)	00.0		00.00	
9010 · Bank Service Charges	21.00		59.50	
Total Expense	42,218.84	54,784.86	444,800.03	547,84
Net Ordinary Income	-37,472.91	00.0	217,834.95	
	-37 775 04	5	347 094 05	

0.00	217,834.95	0.00	-37,472.91
00.00	217,834.95	0.00	-37,472.91
547,848.28	444,800.03	54,784.86	42,218.84
	29.50		21.00
0.00	00:00		00.00
0.00	0.00		0.00
YTD Budget	Oct '18 - Jul 19	Budget	Jul 19

2:37 PM 08/12/19

9.0 3,200.00 515,268.00 -17,000.00 800.00 100.00 0.00 300.00 0.00 3,000.00 501,268.00 46,000.00 2,000.00 600.00 Annual Budget 14,000.00 68,000.00 114,100.00 5,000.00 5,000.00 125,200.00 140,000.00 July 2019 4155 · Short Term Slip Rental (Short Term Slip rental \$10. per day) 4159 · seawall restoration fee (portion for seawall) 4151 · Slip Rental (All Resident Rentals) - Other Total 4150 · Marina Rentals (All Marina income rentals) 4154 · Small Boat Area (Small Boat Storage Area) 4006 · commission fees (fees withheld by K. Burton) Total 4151 · Slip Rental (All Resident Rentals) 4150 · Marina Rentals (All Marina income rentals) 4007 · Excess fees (Excess commission fees) 4115 · Bathroom Key Deposit (Deposit for key use) 4151 · Slip Rental (All Resident Rentals) 4158 · Homeowner-Non Resident 4153 · Non Resident slip rentals 4825 · Work Area/Pressure Washer 4152 · Resident slip rentals 4157 · Gate Keys - Other 4156 · Trailer Space Rental 4111 · Screen Room Rental 4130 · Sales Tax Collected Total 4157 · Gate Keys 4200 · Associate Memberships Total 4000 · Assessments 4157 · Gate Keys 4005 · Property Tax 4120 · Hall Rentals 4805 · late fees 4000 · Assessments Total 4100 · Rent Ordinary Income/Expense 4100 · Rent 4300 · Pool Accrual Basis

Annual Budget	0.00		0.00		0.00		50.00	00.00	20.00		50.00	11,000.00	11,050.00	1,700.00			0.00			3,350.00	3,350.00		657,418.00	657,418.00				64,328.00	00:00	88,572.00	8,400.00	
	4320 · Pool Income - Guests & Passes	4330 · Pool - Swim Lessons	4340 Pool concession stand (all sales from concessions)	4360 · Pool FOB	Total 4300 · Pool	4400 · Donations	4405 · General Donations	4406 · Donations - Other	Total 4400 · Donations	4500 · Publications	4520 · Banner - Subscriptions	4530 · Banner - Classified Ads	Total 4500 · Publications	4600 · Interest Income (Interest Income)	4800 · Miscellaneous Income	4802 · Office Services	4810 · Vending Machine (Processing fee on wages)	4815 · Insurance Refunds	4830 · Over/Short	4800 · Miscellaneous Income - Other	Total 4800 · Miscellaneous Income	4999 · Uncategorized Income	Total Income	Gross Profit	Expense	5000 · Administration Expenses	5100 · Wages, Taxes and Fees	5120 · Wages - Adminstration	5125 · Wages - Office	5130 · Wages - Maintenance	5132 · Wages - Dockmaster	5133 · Marina Project Manager

	Annual Budget
5135 · Wages - Pool	42,300.00
5136 · Wages-Swim Lessons	0.00
5140 · Wages - Paid Holiday	0.00
5145 · Wages - Sick pay	0.00
5156 · Wages-Overtime (All overtime over 40 hours)	0.00
5157 · Wages-Vacation (Vacation time)	0.00
5160 · Bonus Pay	0.00
5170 · Health Insurance Compensation (Employee Insurance Allotment)	4,800.00
5210 · FICA-941 Taxes	15,000.00
5215 · Unemployment Taxes	200.00
5330 · Hall Monitor	2,500.00
5450 · Cell Phone	675.00
5610 · Accounting Fees	15,000.00
6080 · Travel Mileage	1,000.00
5100 · Wages, Taxes and Fees · Other	0.00
Total 5100 · Wages, Taxes and Fees	243,075.00
Total 5000 · Administration Expenses	243,075.00
5200 · Marina Expense	
5240 · Sales Tax	0.00
5250 · Property Tax	8,000.00
5570 · Small Boat Area	100.00
5575 · Marina Repair/Maintenance	3,500.00
Total 5200 · Marina Expense	11,600.00
5300 · Security	
5310 · Security Systems	0.00
5311 · Security Camera Maintenance (Security Camera Repair and Maintenance)	1,500.00
5320 · Gate Closing Expense	1,500.00
5335 · Key Fobs	750.00
5300 · Security - Other	
Total 5300 · Security	3,750.00
5400 · Utilities	
5410 · Electric	20,000.00

15,000.00
4,500.00
620.00
40,120.00
00.00
11,000.00
12,000.00
00:00
1,600.00
500.00
3,500.00
1,500.00
16,000.00
1,500.00
5,000.00
11,000.00
700.00
2,200.00
66,500.00
2,080.00
800.00
8,000.00
250.00
7,920.00
0.00
8,000.00
8,000.00
800.00
200.00

	Annual Budget
5690 · Advertising	2,000.00
6020 · Bank Fees	20.00
6040 · Trustee Election	4,250.00
Total 5600 · Other Administration Expense	34,350.00
5630 · Insurance-Business	
5631 · Insurance - Liability (FI Municipal)	8,452.00
5632 · Insurance - Workers Compensatio	10,470.00
5633 · Insurance - Auto Liability	156.00
5634 · Insurance -Property	14,022.00
5635 · Insurance - Flood	6,000.00
Total 5630 · Insurance-Business	42,100.00
5700 · Publications Expense	
5710 · Banner - Commissions	3,200.00
5711 · Banner composition	6,000.00
5720 · Banner - Printing Costs	10,000.00
5740 · Banner - Paper Delivery	3,000.00
5750 · Banner · Office Supplies	
5751 · office equipment (computer/printer)	0.00
5752 · Office supplies	0.00
5750 · Banner - Office Supplies - Other	0.00
Total 5750 · Banner - Office Supplies	0.00
5760 · Banner - Miscellaneous Expenses	
5761 · Tide Tables (Tide Tables Schedules)	126.00
5762 · King Features (King Features)	275.00
5760 · Banner · Miscellaneous Expenses - Other	0.00
Total 5760 · Banner - Miscellaneous Expenses	401.00
Total 5700 · Publications Expense	22,601.00
5800 · District Recreation	
5830 · Expenses -	11,800.00
5800 · District Recreation - Other	0.00
Total 5800 · District Recreation	11,800.00
5880 · Concession Stand (Concession Stand Expense)	00.00

Annual Budget
00.0
9,000.00
5,000.00
8,000.00
10,000.00
21,000.00
700.00
10,000.00
30,000.00
73,782.00
14,040.00
0.00
0.00
0.00
181,522.00
00:00
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00:00
0.00
00.00
0.00
00:0
0.00
0.00
0.00
0.00
0.00

	Annual Budget
8000 · Other Expenses (Other Expenses)	
8001 · Hall Rewiring Project Exp (all expenses incurred)	0.00
Total 8000 · Other Expenses (Other Expenses)	0.00
9010 · Bank Service Charges	
Total Expense	657,418.00
Net Ordinary Income	0.00
	000

2:43 PM 08/12/19 Accrual Basis

# Bayshore Gardens Park & Recreation District Balance Sheet

As of July 31, 2019

As of July 31, 2019	
ACCETO	Jul 31, 19
ASSETS  Current Assets	
Checking/Savings	
1000 · Checking-Operating 5/3 2537	195,512.15
1004 · Petty Cash - District	350.00
1005 · Escrow Account 5/3 - 3919	42,700.00
1006 · Checking-Payroll 5/3 2545	23,419.27
1010 · Checking-Sunshine-Dist.1054	39.67
1016 · Savings - Operating 5/3 4032	6,156.54
1019 · Savings Reserves 5/3 5013	0,100.04
1021 · Reserve Fund-Roofing (funds for Roofing)	26,607.39
1022 · Reserve Fund-Hall Upgrade (Funds for Hall upgrade)	160,473.37
1024 · Reserve Fund - Wood Shop Exp	800.00
1025 · Reserve Fund - ADA (Funds for furniture)	15,000.00
1026 · Reserve Fund-Park/Landscaping (Funds for playground and landscaping)	8,202.09
1027 · Reserve Fund- Parking Lot (funds for parking lot)	5,267.19
1031 · Reserve Fund-Air ConditionIng	257.00
1032 · Reserve Fund - Marina (Marina Maintenance and Repair)	1,090,776.16
1019 · Savings Reserves 5/3 5013 - Other	-118,124.27
Total 1019 · Savings Reserves 5/3 5013	1,189,258.93
Total Checking/Savings	1,457,436,56
Accounts Receivable	1,101,100,00
1100 · Accounts Receivable	25,144.02
Total Accounts Receivable	25,144.02
Other Current Assets	20,111.02
1200 · Prepaid Insurance	10,089.26
1499 · *Undeposited Funds	53.50
Total Other Current Assets	10,142.76
Total Current Assets	1,492,723.34
Fixed Assets	1, 102,120.01
1900 · Land	400,000.00
1910 · Buildings	1,008,289.93
1920 · Recreation Area	411,150.19
1940 · Recreation Area F & E	98,556.63
1960 · Machines & Equipment	86,719.22
1980 · Office Furniture and Equipment	34,482.06
1990 Other Furniture and Equipment	54,459.88
1995 Accumulated Depreciation	-1,106,012.58
Total Fixed Assets	987,645.33
Other Assets	0017010.00
SUSPENSE	505,51
1025- · Net Payroli	190.92
1800 · Utility Deposits	280.00
Total Other Assets	976.43
TOTAL ASSETS	2,481,345.10

2:43 PM 08/12/19 Accrual Basis

# Bayshore Gardens Park & Recreation District Balance Sheet

As of July 31, 2019

As 01 July 31, 2019	
LIADU ITICS & COUTY	Jul 31, 19
LIABILITIES & EQUITY  Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	<b>-1,522.9</b> 1
Total Accounts Payable	
Credit Cards	-1,522.91
2051 · Staples Credit Card (Credit card)	44.00
2052 · Sam's Credit Card (credit card)	44.00 -157.75
Total Credit Cards	
Other Current Liabilities	-113.75
2010 Accrued Wages	787.17
2100 · Payroll Liabilities	707.17
2212 · Medicare Tax Payable	-0.02
2300 · Garnishment of Wages	, -0.02
2100 · Payroll Liabilities - Other	5,876.91
Total 2100 · Payroll Liabilities	5,653.68
2110 · Recovery Fee (Recovery Fee for wage garnish)	10.00
2171 · Sales Tax Payable	534.13
2500 · Security Deposits	
2501 · Hall Security Deposits	1,957.00
2502 · Marina Security Deposits	42,000.00
2503 · Screen Room Deposit (Screen Room Deposit)	18.44
2504 · Key Depsit (Screen room bathroom key deposit)	-90.00
2500 · Security Deposits - Other	5,210.00
Total 2500 ⋅ Security Deposits	49,095.44
2600 · Deferred Revenues	13,707.59
Total Other Current Liabilities	69,788.01
Total Current Liabilities	68,151.35
Total Liabilities	68,151.35
Equity	
3040 · Owners' Equity	182,295.76
3050 · Retained Earnings (Retained Earnings)	1,567,621.30
3200 · Fund Balance	-86,517.97
3300 · Investment in GFAAG	531,784.27
Net Income	218,010.39
Total Equity	2,413,193.75
TOTAL LIABILITIES & EQUITY	2,481,345.10
	· · · · · · · · · · · · · · · · · · ·

TODAY'S DATE & AUG 2019

MEETING DATE At least 8 days prior to meeting date
REGULAR MEETING SPECIAL MEETING EMERGENCYCOMMITTEE MEETINGBUDGET
Trustee requesting S. WATKINS
Subject: SCAUSHIVE VIOLATION
Reason PHONE CONVERSATION FROM CHAIRMAN J. FROST TO TRUGTEE S. WATKINS, OUTSIDE AN OPEN BOARD MEETING. BRIEF EXPLANATION
ME FROST CALLED ME WATKINS REFERENCE REMOUNG MR.
WATKINS AS BANNER CHAIR, I TOLD MR. FROST THAT HIS
CALL TO ME WAS A VIOLITION OF THE SCHUSHIVE LAW AND
THAT I WOULD NOT DISCUSS THAT WITH HIM.
MOTION IF NEEDED
RECEND PRIOR MOTION MAKING MR. FROST CHAIRMANDETHE BUAFS.
Supporting documentation attached
Received by
Approved Revised Effective

TODAY'S DATE 12 4UGRO19

MEETING DATE 30 AUG 3019 At least 8 days prior to meeting date
REGULAR MEETING SPECIAL MEETING EMERGENCY COMMITTEE MEETING BUDGET
Trustee requesting 5, WATKANS
Subject: OFFICE MANAGER CALLING A TRUSTEE A THIEK
Reason ACCUSING A TRUSTEE OF THEFT AT AN OPEN BOARD
BRIEF EXPLANATION  MEETING
JODIE LAWMAN ACCUSED STEVE WATKINS (2MD VICE CHAIR)
VERBALY STATING "MUDYOUR A THIEF" AT THE JUNE 2019
BOAK D MEETING, RECORDED IN DIGITAL FORMAT DURING THE
MEETING AND OVERHEARS BY OTHER TRUSTEES. THIS VEREAL
ATTHER CONSTITUTES GROSS FUSUBORDINATION AND CONSCICT
WERECOMME FOR SOMEONE IN HER POSITION, ALSO, THERE IS MY BASIS
MOTION IF NEEDED
PEMOUE MS. LAWMAN AS OFFICE MANAGER EFFECTIVE
IMMEDIATELY.
Supporting documentation attached
Date 8/13/19 @ 3:45
Approved Revised Effective

TODAY'S DATE 12 AUG 2019

MEETING DATE 20 AUG 2019
At least 8 days prior to meeting date

	REGULAR MEETING SPECIAL MEETING EMERGENCYCOMMITTEE MEETINGBUDGET
	Trustee requesting S. WATKINS
	Subject: REMOVAL OF DAN KNULINSON AS FIRST VICE CHAIR.
	Reason FAILURE TO FOLLOW UP ON THEFT OF DISTRICT PROPERTY
1,	BRIEF EXPLANATION  HAUNG VIEWED THE VIDEO OF TERRY ZIMMERLY DISCARDING
	CAN AND WALKING OUT OF THE BUILDING WITH A LARGER
	WOULD NOT FIT, THE IST VICE CHAIR FAILED TO BENG
	THIS ISSUE TO THE BOARD OF TRUSTEES NOTICES MEETING FOR DISPOSITIONMOTIONAL NEEDED
2.	TELLING THE OFFICE MANAGER TO DO WHATEVER SHE WANTS
	TO DO IN THE OFFICE AND THAT DAN WOULD SIGNOFF ON
	HOR BECISION.
lotion -	- RESEND THE PRIOR MOTION MAKING KANLINSON ISTUCCE CHAIR
	Supporting documentation attached
	Date 8/5/19@5: 45pm
	ApprovedRevised
	Effective

Approved\_\_\_\_\_ Revised\_\_\_\_\_ Effective\_\_\_\_\_ TODAY'S DATE 12 AUG 2019

MEETING DATE 20 Aug 2019 At least 8 days prior to meeting date
REGULAR MEETING_SPECIAL MEETING_EMERGENCY_COMMITTEE MEETING_BUDGET_
Trustee requesting S. WATKIMS
Subject: CONTWUE THE BAYSHORE SMULER IN THE CURRENT FORMAT.
Reason OFFICE MANAGER DID NOT PROVIDE THE CHREAUT LIST OF CONTRACTS.
MS. LAWMAN 17HAT THERE WERE NO CHERWT CONTRACTS ONFILEN THE OFFICE, THIS IS MASE, THE PAPERS WERE NOT PROPERLY DELIVERED FOR JUNE, JULY & AUGUST 2019.
MOTION IF NEEDED
RESEND PRIOR MOTION TO ELIMINATE THE CUREOUT FORMAT FOR THE BAYSHORE BANNER, Supporting documentation attached  Received by Date \$13/19 @ 5.45 pm

/

AGENDA MOTION FORM	1002 F
1.	
TODAY'S DATE $S-6-17$	
MEETING DATE 8 · 20 · 19 At least's days prior to meeting date	
BOT.  REGULAR MEETING WORK SESSION SPECIAL MEETING EMERGE	ENCY
COMMITTEE MEETINGBUDGET	
rustee requesting 1) And Auliusen	·
ubject: Policy and Procedure committee	
eason Committee was Properly Starked.	
BRIEF EXPLANATION	
_	hanio
Policy and Procedure Committee Shotilo I Chain And 2 Lay Person.	
The PAST Committee has only 2 Persons	: Not 2
Diso the Chain will not that Resident	o Cash
at the table of meeting	3 301
MOTION IF NEEDED	
To Review all Policies Proposed By the Police	es & Donardia
committee as if was not hawful.	7 - 1-120 Cell )
To Set a New Policies and Procedure Cor	. 44
with the Proper committee Rossons.	nm 1 17 dec
Octivior technicomanities totalsons.	
apporting documentation attached	
eceived by Jadii Lawman Date 8	.7.19
proved April 17, 2018 Shanon Denson,	,
vised	

ACENDA MOTION FORM	
AGENDA MOTION FORM	1002 F
THE PROPERTY AND THE PROPERTY OF THE PROPERTY	
TODAY'S DATE 8-6-19	
MEETING DATE 8 · 20 · 19 At least 8 days prior to meeting date	
BOT.  REGULAR MEETING WORK SESSION SPECIAL MEETING EMERGE	NCY
COMMITTEE MEETING_BUDGET	
Trustee requesting DAN Aulunsen	
Subject: Attorney Jim Dye	
Reason Nota special Distar netornay	
BRIEF EXPLANATION	
1. Me Due is not a spacial Districe Atta	1/ nes
1. Me Dye is not a special Districe Atto 2 M. Dye Does not connespond with or	Heo Mas
3. Mp Dre Does Not have the Answers to co	n cupation
he does Resurch, thus Cost us more	t
	_
MOTION IF NEEDED	
TO Remove Attorney Due AG BSGPRA	Ittorney.
WHOODIS a Special District After Ney With	2, Cittorney
of special Distric After Ney with	lots
OF chedenliah And 15 Experienced.	
unparting documentation attached	
upporting documentation attached	
eceived by Gadei Jaama Date 8	7.19
oproved April 17, 2018 <i>Shanon Deuson</i> ,	
evised fective 4/17/18	



Integrity. Intelligence. Diligence.

\$ 250 per hr.

June 13, 2019

VIA ELECTRONIC MAIL

Jodie Lawman
District Manager
Bayshore Gardens Park & Recreation District
6919 26th Street W.
Bradenton, FL 34207
managerbgrd@outlook.com

Re:

Bayshore Gardens Park & Recreation District Legal Representation

Dear District Manager Lawman:

Thank you for considering Manson Bolves Donaldson Varn, PA (MBDV) in the provision of legal services to the Bayshore Gardens Park & Recreation District (District). As requested, this letter will serve as a proposal of the terms under which MBDV will provide legal services to the District.

MBDV is a Florida-based law firm with public and private clients ranging from special districts to large, multi-billion dollar businesses. The firm focuses on water, environmental, administrative and governmental law as well as business, contracting and construction. We assist our clients by negotiating with state and local agencies, and navigating issues through the complex, and sometimes conflicting, governmental process. In addition, our legislative practice represents clients with local, regional and state bodies. MBDV also provides representation for clients on transactions between governments and private interests, including the negotiation and drafting of interlocal agreements. Our understanding of government provides a unique perspective for our clients.

MBDV has long provided its clients with effective representation before all levels of Florida government including state, regional, county, city and special districts. Over the years, MBDV has successfully served as general counsel and/or special counsel to numerous public state and regional agencies and local governments. Serving on staff for governmental agencies for both state and local governments allows MBDV to provide a unique perspective and knowledge to our clients. One of the reasons we are successful is that the MBDV team has held positions in state and regional agencies, including two former General Counsels for the Southwest Florida Water Management District (SWFWMD), a General Counsel for the South Florida Water Management District, and the General Counsel and Director of Office Water Policy for the Florida Department of Environmental Protection (FDEP).

The approach of MBDV is to always put the best resources to the issue. We work as a state and regional team to maximize our efficiency, analysis, and relationships. As

this representation includes general legal services to the District, I would be the lead attorney but would have other attorneys assist depending on the issue.

I am a Board Certified in City, County and Local Government Law and also have an AV Rating by Martindale-Hubble. As a former legislative committee attorney, I have 21 years of experience working with special districts. Immediately upon graduating law school, I worked for the Florida House of Representatives Community Affairs Committee, where I worked on special districts and local government issues. Upon leaving the Florida House of Representatives, I represented clients before legislative and executive branches of government, agencies, Cabinet, and gubernatorial commissions on local government, including special districts, growth management, and environmental issues. I served as General Counsel for the SWFWMD from 2011 to 2015. In my role as General Counsel, I provided legal advice and counsel to the SWFWMD's Governing Board, the Executive Director, and staff regarding the interpretation and applicability of laws, regulations, and judicial decisions or rulings from federal, state, and administrative branches, courts, or agencies affecting the SWFWMD. In addition, I have served as general and special counsel for local governments and special districts providing guidance related to government, environmental, and land use issues. Finally, I have significant experience in government procurement issues and negotiating and drafting complex and technical interlocal agreements, contracts and other transaction documents.

Craig Varn has over 23 years of experience representing the private sector and governments before legislative and executive branches of government, agencies, Cabinet and gubernatorial commissions on growth management, environmental and local government issues. Prior to re-joining MBDV, Craig served as General Counsel for the FDEP where he was responsible for managing it's legal team and overseeing legal actions including rule-making, enforcement, reviewing program innovations, and reviewing policy decisions for consistency with Florida Statutes. He also served as the chief policy adviser to Senate President Jeff Atwater on all environmental, growth management, agriculture, and utility issues. Craig was an active participant in the drafting of growth management and environmental legislation. Before becoming an attorney, Craig worked as an engineer designing stormwater management facilities, drainage systems, and support structures, utilizing computer analysis and design and assisted clients in environmental permitting for stormwater management facilities and marinas. As an attorney, Craig has successfully represented a broad range of clients and understands the complexities associated with marinas. His specialties include environmental resource permitting, sovereign submerged land, and regulatory compliance and enforcement issues.

Amy Wells Brennan has extensive experience on legal issues related to special districts. Most recently, Amy served as Deputy General Counsel for the SWFWMD. She provided legal representation to the SWFWMD on matters including sunshine law, public records, and ethics, regulation, water use and supply, human resources, and land management and acquisition.

Doug Manson has more than 25 years of experience representing private sector and governments in water, environmental, administrative, and governmental law. Doug has served as Special Counsel or General Counsel for the Peace River Manasota Regional Water Supply Authority since 1996.

MBDV fees are based upon the ethical rules. The amount of the District's statement will be the fair value of the services provided taking into account the time spent, the type of service being asked to perform, any special level of expertise required, the size and scope of the matter, the results obtained, and other relevant MBDV proposes an hourly rate of \$250.00. The District will be considerations. provided the most effective support systems available, while at the same time allocating the costs of such systems in accordance with the usage of the services by individual clients. Therefore, in addition to fees for legal services, the District will also be charged separately for certain costs and expense disbursements, including travel expenses; messenger, courier and other communication costs; document reproduction; and computer research facilities. Billing statements will be rendered on a monthly basis and are due and payable upon receipt. Every effort will be made to include disbursements in the statement for the month in which the disbursements are incurred. disbursements are not available until the following month in which case a supplemental statement will be rendered for these additional charges.

MBDV appreciates the opportunity to be of service to the District. Our goal is to provide legal services to the District on the most efficient basis possible. Please do not hesitate to contact me should you have any questions or comments.

Sincerely,

Laura Jacobs Donaldson

ATTORNEYS AND COUNSELORS AT LAW

David P. Persson\*\* Andrew H. Cohen Kelly M. Fernandez\* Maggie D. Mooney\* R. David Jackson\* Regina A. Kardash\*

Telephone (941) 306-4730 Facsimile (941) 306-4832 Email: acohen@swflgovlaw.com

Reply to: Lakewood Ranch

\* Board Certified City, County and Local Government Law

\*\* Of Counsel

August 7, 2019

VIA REGULAR U.S. MAIL AND E-MAIL managerbgrd@outlook.com

Bayshore Gardens Park & Recreation District c/o Jodie Lawman, District Manager 6919 26th Street W. Bradenton, Florida 34207

Re: Bayshore Gardens Park & Recreation District

Dear Ms. Lawman:

Please allow this correspondence to serve as our proposal to provide District Attorney services for Bayshore Gardens Park & Recreation District. Our firm appreciates the opportunity of being considered for the position.

As you may know, currently our firm represents forty-nine (49) local government clients across southwest Florida. We serve as counsel to multiple community development districts as well as other local governmental entities including the Holiday Park Park and Recreation District, which is very similar to your district. Kelly Fernandez is the City Attorney for the City of Venice and Maggie Mooney is the Town Attorney for the Town of Longboat Key, while David Jackson serves as the Assistant City Attorney and Assistant Town Attorney to these municipalities, respectively.

Approximately ninety percent (90%) of my personal practice is dedicated to special district and related governmental work and the remainder is dedicated to community association collections. I am the primary counsel for the Holiday Park Park and Recreation District. Our firm's experience is with all facets of municipal and special district representation including financing and assessment support. I have

performed numerous bond validations and represented multiple districts in the issuance and refinancing of bonds as well as the implementation and revisions to assessments for both bond debt and operations and maintenance.

I would be the primary counsel for the District with David Jackson as alternate counsel. I would respectfully submit that our firm's background in representing special districts, (including Holiday Park Park and Recreation District) other local government entities and community associations would be an asset and benefit to our representation of Bayshore Gardens Park & Recreation District.

Our firm would propose to provide services to the District on an hourly basis. The rate of compensation for routine work that we would perform including, but not limited to, contract review, research, consulting and attendance at meetings would be \$285.00 per hour for attorney time (applicable to all attorneys in the firm) whether for litigation or non-litigation matters. Travel time would be billed at our regular hourly rate but we are in close proximity to your community. We do not bill clients for incidental costs. Non-routine matters such as bond financings would be billed separately. If the Board has any questions about our practices or client representation, we would be happy to respond or put the Board in contact with other districts with whom we work.

I have included résumés of all attorneys in our firm. In addition, I have included a list of the local government clients we currently represent as well as a list of my references with contact information. I would encourage you or members of the Board of Trustees to contact any of my references.

I will be pleased to answer any additional questions you or the Board may have and would appreciate the opportunity to meet with you and/or the Board at your convenience if it is appropriate.

Respectfully,

Andrew H. Cohen

AHC/ag Enclosures

### Community Development District List

- Aqua One Community Development District Bradenton, Florida Bobcat Trail Community Development District North Port, Florida
- Buckhead Trails Community Development District Palmetto, Florida
- Cone Ranch Community Development District Parrish, Florida
- Copperstone Community Development District Parrish, Florida
- Cross Creek Community Development District Bradenton, Florida
- Greyhawk Landing Community Development Dist. Bradenton, Florida
- Heritage Lake Park Community Development Dist, Port Charlotte, Florida
- Heritage Harbour South Comm. Development Dist. Bradenton, Florida
- Heritage Isles Community Development District Tampa, Florida
- Heritage Oak Park Community Development Dist. Port Charlotte, Florida
- K-Bar Ranch II Community Development District Tampa, Florida
- Laguna Lakes Community Development District Ft. Myers, Florida
- Lake St. Charles Community Development District Riverview, Florida
  - Lakewood Ranch Community Development Dist. 2 Lakewood Ranch, Florida

- Lakewood Ranch Community Development Dist. 4
  Lakewood Ranch, Florida
- Lakewood Ranch Community Development Dist. 5
  Lakewood Ranch, Florida
- Lakewood Ranch Community Development Dist. 6
  Lakewood Ranch, Florida
- Legends Bay Community Development Dist.

  Manatee County, Florida
- Lexington Community Development District Parrish, Florida
- Mandarin Grove Community Development District Palmetto, Florida
- Meadow Pointe II Community Development District Wesley Chapel, Florida
- University Place Community Development Dist. Bradenton, Florida
- Venetian Community Development District Venice, Florida
- Waterlefe Community Development District Bradenton, Florida
- Wildcat Preserve Community Development District Parrish, Florida

### Fire Districts

- Bonita Springs Fire Control & Rescue District Bonita Springs, Florida
- Cedar Hammock Fire Control District Manatee County, Florida
- Manatee County Fire Chief Association
  Manatee County, Florida
- North River Fire District

  Manatee County, Florida
- Parrish Fire Rescue District Manatee County, Florida
- Southern Manatee Fire District Manatee County, Florida
- Trailer Estates Fire Control District Manatee County, Florida

## Other Special Districts

- Holiday Park Park and Recreation District Sarasota County, Florida
- Longboat Key Beach Erosion Control District A (Beachside) Longboat Key, Florida
- Longboat Key Beach Erosion Control District B (Bayside) Longboat Key, Florida
- Spring Lake Improvement District Highlands County, Florida
- Westchester Special Dependent District Hillsborough County, Florida

### Firm Municipal Clients

- City Attorney for Belleair Shore Pinellas County, Florida
- Lehigh Acres Municipal Services Improvement District Lee County, Florida
- Town Attorney for Town of Longboat Key Longboat Key, Florida
- City Attorney for City of Venice Venice, Florida
- City Attorney for Town of Indian Shores Pinellas County, Florida
- Special Counsel for City of North Port Sarasota County, Florida
- Special Magistrate for City of Palmetto Manatee County, Florida
- Board Counsel for City of Punta Gorda Building Board Charlotte County, Florida
- Manatee County Hearing Officer Manatee County, Florida
- Board Attorney for City of Sarasota Nuisance Abatement Board Sarasota, Florida

Other

Pinellas County Homeless Leadership Board Pinellas County, Florida

## REFERENCES

Holiday Park Park and Recreation District Mr. Dick Gortz – Chairman 5401 Holiday Park Blvd. North Port, FL 34287 216/789-0901 rich.gortz5401@gmail.com

Lakewood Ranch Community Development Districts
Ms. Anne Ross – Executive Director
8175 Lakewood Ranch Boulevard
Bradenton, FL 34202-5208
941/907-0202
anne.ross@lwrtownhall.com

Waterlefe Community Development District Mr. Kenneth E. Bumgarner – Chairman 10309 Winding Stream Way Bradenton, Florida 34212 941/748-2107 ken@waterlefecdd.com - LARA

## PERSSON, COHEN & MOONEY, P.A.

ATTORNEYS AND COUNSELORS AT LAW

## ANDREW H. COHEN

6853 Energy Court, Lakewood Ranch, Florida 34240 Tel: (941) 306-4730 Fax: (941) 306-4832 E-Mail: acohen@swflgovlaw.com

Practice areas include: Governmental Law, Special Districts and Community Association collections

Education:

University of Florida College of Law Gainesville, Florida Juris Doctorate, 1996

New College (Honors College for the State University System) Sarasota, Florida B.A. Political Science, 1993

Qualifications:

- Over 22 years of legal practice
- Representation of multiple special districts across Southwest Florida
- Representation of numerous community associations in the collection of past-due assessments
- Lecturer on community association collections and Florida's Public Records and Sunshine laws

Affiliations:

- Florida Bar Association; Sarasota County Bar Association
- Trustee of the Hershorin Schiff Community Day School Board of Trustees

Awards:

Evan J. Yegelwel Book Award in Environmental Law, Spring 1996

ATTORNEYS AND COUNSELORS AT LAW

## R. DAVID JACKSON

6853 Energy Court, Lakewood Ranch, Florida 34240 Tel: (941) 244-5351 E-Mail: djackson@swflgovlaw.com

Practice areas include: Governmental Law, Special Districts and Environmental Law

Education:

Stetson University College of Law Gulfport, Florida Juris Doctorate, 1999

University of Florida Gainesville, Florida B.S. Civil Engineering, 1994

Qualifications:

- Board Certified in City, County and Local Government Law
- Over 19 years of legal practice
- Representation of public and private clients on a variety of issues including, but not limited to, civil and administrative proceedings
- Lecturer on Florida's Public Records and Sunshine Laws
- Formerly served as Assistant General Counsel to the Southwest Florida Water Management District

Affiliations:

Florida Bar Association
United States Patent and Trademark Office, registered
Attorney
Chair – Leadership Manatee Board of Governors
Member, Executive Board of Directors – Braden River Soccer
Club

ATTORNEYS AND COUNSELORS AT LAW

### MAGGIE D. MOONEY

6853 Energy Court, Lakewood Ranch, Florida 34240 Tel: (941) 306-4730 Fax: (941) 306-4832 E-Mail: mmooney@swflgovlaw.com

Practice areas include: Local Government and Special Districts, Zoning and Land Use Law

Education:

University of Florida College of Law, Gainesville, Florida J.D. and Certificate in Environmental & Land Use, 2001

Florida State University, Tallahassee, Florida, B.S. in Communications, Cum Laude, 1997

Qualifications:

- Board Certified in City, County and Local Government Law
- Represented private and government clients before all courts in Florida, including Florida federal district Courts
- Lecturer on Florida's Public Records and Sunshine Laws, Ethics Laws, Public Procurement and Intergovernmental Conflict

Affiliations:

The Florida Bar, May 2001 - present
Florida Bar City, County and Local Government Section,
Executive Council Board Member (2011-2014)
Manatee and Sarasota County Bar Associations
Chair, Sarasota County Bar Association's Local & State
Government Section (2016-present)

Awards:

Biz941 Magazine's "Top 25 People to Watch" (2009) Government/Cities/Municipalities by Super Lawyers Magazine (2011-2015) "AV" Rated by Martindale Hubbell

ATTORNEYS AND COUNSELORS AT LAW

## KELLY M. FERNANDEZ

6853 Energy Court, Lakewood Ranch, Florida 34240 Tel: (941) 306-4730 Fax: (941) 306-4832 E-Mail: kfernandez@swflgovlaw.com

Practice areas include: Governmental Law, Zoning and Land Use, and Community Association Law

Education:

University of Florida College of Law, Gainesville, Florida J.D., with honors, May 2003

University of Florida, Gainesville, Florida B.S. in Wildlife Ecology and Conservation, May 2000 Minors in Zoology and Agriculture & Natural Resources Ethics & Policy

Qualifications:

- Board Certified in City, County and Local Government Law
- Represents local governments, community development districts and community associations in Southwest Florida
- Handles litigation within the administrative and state courts
- Previously represented the Florida Department of Community Affairs in growth management and emergency management matters
- Lectures on various local government issues including vacation rentals, quasi-judicial hearings and public records and Sunshine Law.

Affiliations:

The Florida Bar, October 2003 – present
Florida Bar City, County, and Local Government Section
Florida Bar Environmental and Land Use Law Section
Executive Council, 2006-2012
Sarasota County Bar Association, 2009-present
Junior League of Sarasota, 2009-present
Leadership Sarasota Class of 2018

Awards:

Florida Bar Environmental and Land Use Law Section's Judy Florence Memorial Outstanding Service Award, 2006

# PERSSON, COHEN & MOONEY, P.A.

ATTORNEYS AND COUNSELORS AT LAW

#### REGINA ANN KARDASH

6853 Energy Court

Tel: (941) 306-4730 Fax: (941) 306-4832 E-Mail: rkardash@swflgovlaw.com

Practice areas include: Local Government, Special Districts, Zoning and Land Use

Education:

Stetson University College of Law

International Law Focus

Gulfport, Florida Juris Doctor, 2007

Florida Southern College

Humanities, concentrations in Art History and Theology Lakeland, Florida, Bachelor of Arts Cum Laude, 2002

Qualifications:

- Board Certified in City, County and Local Government Law
- Town Attorney, Indian Shores
- Town Attorney, Belleair Shore

Affiliations:

The Florida Bar, 2009 - present

Federal Middle District of Florida, 2010 – present St. Petersburg Bar Association, 2008 – present Clearwater Bar Association, 2014 – present Pinellas County Chapter, Florida Association of Women Lawyers, 2010 – present (Past President)

Florida Municipal Attorneys Association, 2008 - present

Awards:

2013 Leaders in the Law Recipient

Sixth Judicial Circuit Pro Bono Recognition, Honorable

Mention, 2015 & 2016



#### JENNIFER R. COWAN

Attorney | St. Petersburg

727-245-0820 (tel:727-245-0820) | jcowan@llw-law.com |

(http:///httpx//hwww.llw-

law.colan/wpem/wp-

1=

contentantentas/2016/04/60ewan-

Cowar00099262xBA9D6.pdf)

conflict of interest w/ Board member.
Prior representation in court case

# AREAS OF PRACTICE A

Ms. Cowan's practice focuses on local government, public pension land use, and litigation. She represents local governments, special districts, a major deep-water seaport, and Community Development Districts (CDDs) in matters concerning annexations, interlocal agreements, procurement, contract management, construction contracting, collective bargaining, employment law, ethics, public records, Sunshine Law, and real property issues.

# BAYSHORE GARDENS PARK AND RECREATION DISTRICT AGENDA MOTION FORM

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THE OF THE PROPERTY OF THE PRO	
TODAY'S DATE 8/8/2019	
MEETING DATE 8/20/20/9 At least 8 days prior to meeting date	-
REGULAR MEETING WORK SESSION SPECIAL MEETING EMERGENCY	
COMMITTEE MEETING_BUDGET	
Trustee requesting haron ( )	
Subject: 2nd Dest Court Rules	
Reason Lack of Enforcement authority in our Charl	4
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Supporting documentation attached	
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Approved April 17, 2018 Sharon Deuson, Chabunan	
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AGENDA MOTION FORM	
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MEETING DATE 8 · 20 · 19  At least 8 days prior to meeting date	
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COMMITTEE MEETING_BUDGET	
Trustee requesting DAns DAWlinson	
Subject: Steve Watkins Scientary 1	
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# **Estimate**

Date	Estimate #
7/23/2019	1273

#### Name / Address

Bayshore Gardens Parks & Recreation 6919 26th Street West Bradenton, FL 34207

Description	Qty	Rate	Total
Camera Replacement / Repair Ppol Area			
DS-2CE56D8T-IT3 2 MP Ultra Low-Light EXIR Turret Camera	1.00	97.47	97.47T
Cable Run Siemes COAX/Power Labor to install, configure, test and terminate	1.00 1.00	200.00 170.00	200.00T 170.00
			170.00
Beach DS-2DE7232IW-AE 2MP 32X Network IR PTZ Camera	1.00	1,286.91	1,286.91T
Labor to configure, install, test and terminate	1.00	170.00	1,286.911
	93353590		
South Gate Marina DS-2CD2643G1-IZS 4 MP Outdoor IR Varifocal Bullet Camera	1.00	355.18	355.18T
Labor to configure, install, test and terminate	1.00	170.00	170.00
N. i.			
Maintenance Shop Ubiquiti NanoBeam ac Gen2 High-Performance airMAX ac Bridge	1.00	120.25	120.25T
Labor to configure, install, test, terminate and install camera moved	1.00	255.00	255.00
from Beach			
Beach Road			
DS-2CE16D1T-IT1 Turbo HD EXIR Bullet Camera	1.00		57.82T
Cable Run siemese COAX/power Labor to configure install, test and terminate	1.00 1.00	200.00 170.00	200.00T
Labor to configure fistant, test and terminate	1.00	170.00	170.00
Office Walkway			
Cable Run siemese COAX/power Labor to install, test and terminate	1.00 1.00	200.00 85.00	200.00T 85.00
Labor to histari, test and terminate	1.00	83.00	83.00
		Subtotal	\$3,537.63
Sale	5 tx,	Sales Tax (7.0%	\$176.23
Approval:	rempt,	1.15	\$1/6.23

Total

\$3,713.86







Bayshore Gardens Parks & Recreation  $6919\ 26^{th}\ St\ W$ 

July 29, 2019 Rev A

Prepared by: Ethan Marshall/ Dave Clark

### Scope of Work

This proposal is based on the following documents: Covers Installing Four (4) Analog Cameras

QTY MFG		DESCRIPTION
1	Hikvision	Pool Area Camera Replacement
1	Hikvision	Beach Area Camera Replacement
1	Hikvision	South Marina Gate Camera replacement
1	Hikvision	Beach Road Camera Replacement
1	N/A	Coax

Materials & Labor

\$3,577.95

### **Summary of Costs**

Total of items:	\$2,071.04
Sales Tax:	\$149.69
Labor:	\$1,357.22
Total:	\$3,577.95

### **Payment Terms**

50% Upon Acceptance:	1,788.97
50% Upon Substantial Completion:	1,788.98
Total:	\$3,577.95



#### **Exclusions:**

- All conduits, high voltage wiring panels, breakers, relays, backboxes, receptacles, etc.
- Grounding and Bonding.
- Any related electrical work including but not limited to 110VAC, core drilling, sleeves, cable tray and raceways.
- Fire wall, ceiling, roof or floor penetration, patching, removal or fire stopping.
- Cutting, structural welding or reinforcement of structural steel members required for support of assemblies, if required.
- Necessary sheet rock replacement, ceiling tile, T-bar replacement or repair.
- All millwork or modifications to project millwork to accommodate Tempus provided equipment is to be provided by others, unless otherwise noted in this proposal.
- Rough in, bracing, framing or finish carpentry for installation.
- Painting, patching or finishing of architectural surfaces.
- LAN data network configuration, fire wall, security and port addressing.
- Any equipment not specifically listed in this bill of materials.

#### I. Terms

- 1. Agreement: These terms, together with the written "Proposal" to which it may be attached, constitute a written contract agreement between Tempus and Customer. All capitalized terms as provided in this agreement shall have the same definitions as provided in the Proposal. The term "Project" shall be as defined and as outlined in the Proposal. Tempus and Customer agree that the Project shall be comprised of and shall include all of the matters as described in the Proposal. Customer agrees to pay to Tempus all of the amounts as set forth in the Proposal and in the "Payment Schedule", as set forth in the Proposal. In the event of any discrepancy between any documents including written correspondence, emails, room summary matrices, scope documents and the bill of materials, the bill of materials is the governing document. Any item, product, or service not in the bill of materials is not included within the Agreement.
- 2. Changes: Although we may have quoted a fixed price for the Project, the total price of the Project will be subject to increases or decreases as a result of requested design changes to the Project. Any changes to the Project shall be made pursuant to a written change order using the appropriate form to be provided by Tempus (a "Change Order"). A Change Order shall only be considered executed and completed when executed by the Customer. Payment for all Change Orders will be due in full from Customer upon signing of the Change Order by Customer. No work with respect to the Project that extends beyond the "Scope" as defined



in the Proposal as supplemented by these written terms (collectively the "Contract") shall commence without a Change Order executed by Customer and the payment of such Change Order as defined therein. Electronic mail and verbal representations are not made a part of this Agreement and are not admissible as an addendum to the terms of your Agreement. Tempus reserves the right to include, as part of any Change Order, design and drafting fees and expenses incurred by Tempus to re-design or re-document the system(s) for the Project. Tempus also reserves the right to substitute products specified on the bid for the Project, to equivalent or better products should an obsolescence or material availability problem occur.

- 3. **Time and Materials Clauses:** Time and Materials quotations of Tempus with respect to the Project are not to be deemed "Fixed Price" estimates. All Time and Materials quotes shall be interpreted as a budgetary estimate. Tempus will bill the actual time spent on the Project at the rate specified in the quotation. Tempus reserves the right to invoice and collect payments for work completed with respect to the Project to a date which may not constitute the completion of the Project. All such invoices shall be due upon receipt by Customer.
- 4. Cancellation: In the event Customer elects to cancel the Project at any time, it shall be required to do so in writing (a "Project Cancellation Notice"). All fees paid by Customer to the date of delivery of the Project Cancellation Notice will be considered compensation to Tempus for work completed, including all design fees, progress payments, and deposit amounts paid. Additionally, at the time of receipt of the Project Cancellation Notice, there may exist completed and unbilled work as well as materials purchased by Tempus for the Project and not as yet billed or invoiced. Tempus will bill and invoice Customer for all work completed and unbilled, as well as materials purchased and not invoiced for the Project and yet to be billed to the date of receipt of any Project Cancellation Notice. Payments are due by Customer on all such bills or invoices immediately upon receipt. Tempus shall be under no obligation to accept returned materials nor absorb the cost of materials purchased and not yet delivered to the Project due to any Project Cancellation Notice as received from Customer.
- 5. **Project Completion/Turnover:** The Project shall be considered complete, and final payment due to Tempus from Customer when the following events have occurred:
  - a. Delivery of the system documentation for the Project if applicable; Completion of Customer training where appropriate, to be determined at the sole discretion of Tempus; and
  - b. Demonstration of the system functionality, if applicable.

Project Completion is acknowledged by Customer to expressly not imply that 100% of all defects in the system for the Project are fully removed ("Project Completion"). Project Completion also does not cover "ease of use" items. Minor defects and ease of use items will be resolved as part of the Tempus warranty which is described in Section 9 below of these Terms.



- 6. **Product Warranty:** Tempus will pass through to Customer all warranties supplied by all manufacturers of the items provided as part of the Project. However, Tempus is not the manufacturer of any components, equipment or other items sold as part of the Project, and therefore Tempus makes no warranty, express or implied, of any kind whatsoever with respect to any such items which are part of the Project. Tempus specifically does not make any warranty of merchantability or fitness for any particular purpose. Tempus has not made and does not make any representation, warranty or agreements, oral or written, express or implied, except as expressly provided in this Contract which these Terms and the Proposal comprise.
- 7. **Labor Warranty for Products:** Tempus will warrant all labor associated with the Project and with all installed products for a period of one (1) year. Tempus DOES NOT warrantee incidental impact associated with the repair or removal of defective products such as faux painting or finishes or any consequential damages of any nature or type.
- 8. **Structured Wiring Warranty:** Tempus will warrant all structured wiring with respect to the Project for a period of one (1) year. This warranty does not cover customer abuse, neglect or modification. The warranty also does not cover incidental damage of any kind, including Acts of God and power or surge damage. All electronic components in the structured wiring system (e.g. routers, amplifiers) are covered under "Product Warranty" outlined in Section 6 above.
- 9. **Programming Warranty:** As a part of this Contract, Tempus may return to the Customer's home or place of business, as applicable, no more than two (2) times to make reasonable changes to the programming in the installed system of the Project, based upon customer's experiences, likes and dislikes within ninety (90) days of commissioning the systems. Tempus reserves the right to implement suggestions, provide alternatives or decline to make changes based on Tempus' experience with such products. For a period of one (1) year, Tempus will warrant functional operation of the system(s) or remote control(s) as associated with the Project. This warranty does not cover any changes requested by Customer after ninety (90) days of commissioning the system; functional defects that result from Customer modification; abuse or neglect of either the remote or the system under control.
- 10. **Owner Furnished Equipment.** Tempus may install owner furnished equipment (OFE) under the following terms and conditions:
  - a. There is no guarantee or warrantee of the OFE in any way or manner by Tempus;
  - b. There is no warranty on labor associated with the installation of OFE by Tempus;
  - c. There is no guarantee the OFE is fit for the intended use;



- d. If Tempus is furnishing and programming an integrated remote, reasonable efforts will be made to program OFE into the remote. Tempus makes no guarantees the remote will be fully automated and makes no guarantee that the programmed remote will function with any OFE;
- e. All OFE must be on the job site or at the Tempus assembly area when required to ensure Project progress and must be in good working condition. If the equipment is not on the job site or at Tempus assembly area on the prescribed date or if found to be faulty, there will be a labor surcharge, and Tempus may decline to install and/or integrate such OFE;
- f. Tempus will not use owner supplied cables, fittings, or connectors;
- g. There will be a charge for handling and installation of OFE; and
- h. Tempus reserves the right to decline to install any OFE at Tempus' sole discretion.
- 11. **Invoicing and Payment:** As Tempus completes each phase of the Project, Customer will receive an invoice from Tempus. All invoices are payable and due upon receipt. No subsequent phase of the Project will be commenced by Tempus until all prior invoiced amounts which are due from Customer are paid in full. No equipment or material will be moved to the job site with respect to the Project, without prior payment of any outstanding invoices by Customer in full, and payment in full for equipment before it is moved to the Project. Tempus will complete each phase of the Project as specified and Customer payment of all amounts due will confirm that Tempus has completed each phase of the Project, to the Customer's satisfaction. If any invoiced amount is not paid per these terms as set forth above, Tempus may elect to charge reasonable late fees, as well as interest on amounts due and payable at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law. All payments for change orders are due, in full, when signed by Customer.
- 12. **Return Merchandise:** All returns must be pre-approved by Tempus in its sole discretion. All acceptable returns are subject to a restocking fee. Tempus reserves the right to reject returns of open box material. Special order material may not be returned.
- 13. **Applicable Law; Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed in Florida. Parties hereby expressly waive any right to trial by jury in any action brought on or with respect to this Agreement. Any action with respect to this Agreement shall have as its venue Sarasota County, Florida. In any legal action, the prevailing party shall be awarded reasonable attorney fees, costs and other expenses associated with the dispute.
- 14. **Remedies.** Each party acknowledges and agrees that the remedy or remedies at law for any breach of any of the terms of the Contract (inclusive of these Terms and the Proposal) may



be inadequate and agrees and consents that temporary and permanent injunctive and other equitable relief may be sought and granted in any proceeding that may be brought by either party to enforce any provision hereof, including within such equitable remedies, specific performance, without the necessity of proof of actual damage or inadequacy of any legal remedy.

- 15. **Limitation of Damages:** Customer specifically acknowledges and agrees that, in no event, shall Tempus be liable to either Customer or any other party for any indirect, special, or consequential damages or lost profits arising out of, or related to the Contract or the Project, inclusive. Further, Tempus shall not be liable to either Customer or any other party for any performance or breach, even if Tempus has been advised of the possibility of such damages. In all events, the liability of Tempus shall not exceed the total of the amounts actually paid to Tempus by Customer with respect to the Project and this Contract. The agreement and acknowledgment of Customer to this limitation as to damages is a material inducement to Tempus for entering into the Contract.
- 16. **Entire Agreement.** These Terms, together with the Proposal (inclusive of payment schedule), as well as any written Change Order(s) as signed by both Tempus and Customer, shall constitute the total and complete agreement of the parties. No oral agreements or understandings shall be permitted to modify, amend or otherwise change the terms of the Contract as between the parties. Any changes, modifications or amendments of the Contract must be completed in writing, and fully signed, witnessed and/or notarized by both Tempus and Customer with the same formality as this Contract.

Tempus Pro Services, LLC			
Print Name	Date	Print Name	

BAYSHORE GARDENS PARK AND RECREATION DISTRICT AGENDA MOTION FORM	1002 F
TODAY'S DATE 8719	All Control of the Co
MEETING DATE 8/0019 At least 8 days prior to meeting date	
REGULAR MEETING WORK SESSION_SPECIAL MEETING EMERGENCY	
COMMITTEE MEETING_BUDGET	
Trustee requesting Jim Frost	
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Approved April 17, 2018 Sharon Denson, Revised	
Effective 4/17/18	

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Dear Bayshore Gardens Board and Residents,

My name is Thom Williams and this is my letter of intent to be considered for becoming a member of the board for Bayshore Gardens District.

I was a past member of the board for a short period of time and was asked to take over as chairman during my time before I had to leave. A family medical emergence required me to vacate the board due to the extended time I needed to support my family up in Michigan. I had hoped that another opportunity to rejoin the board would come available.

I am a very driven individual and have had past experience not only on this board but with United Way in Michigan. I created the Grand Rapids Griffins Booster Club and obtained non profit status for the club and was president of the club for 5 years. I was also a member of the board for the Payne Lake home owners association for 8 years and held various positions.

Please consider me for any openings that may arise in the future for the Bayshore Gardens District board.

Sincerely,

Man Wullinger

Thom Williams

303 Bryn Mawr Island

Bradenton, Florida 34207

616-443-5385

#### **Bayshore Gardens**

From:

Katey Chmiel <katey.chmiel92@gmail.com>

Sent:

Thursday, July 11, 2019 1:22 PM

To:

**Bayshore Gardens** 

Subject:

Katey Chmiel Board Application Letter

Attachments:

Katey\_Chmiel\_Resume.pdf; AppExampleBayshoreGardens.jpg

Dear Jodie,

I would like to apply for the position of Board Member with Bayshore Gardens Park & Recreation District. I have lived and owned our home in this community for the last four years and plan on staying for many years to come. My background is in Operations and would love the chance to give back by lending my skills to our local organization.

I have a strong background in problem solving and possess a broad range of operational skills. I have run multiple development teams for software companies in addition to working closely with enterprise clients on software applications. I understand how to manage budgets along with project timelines. I do have a knack for understanding an organization and thinking outside the box to increase efficiency and profitability.

With this background and knowledge I believe I would serve as an excellent Board Member to Bayshore Gardens Park & Recreation District. I would be thrilled to have the opportunity to serve on the board. My enclosed resume will provide you with more details regarding my qualifications and experience. I have also attached a quick mock up for a Bayshore Gardens informational app. I look forward to hearing from you and thank you so much for your time.

Sincerely,

Katey Chmiel

# KATEY CHMIEL

- @ | katey.chmiel92@gmail.com
- h (952) 847-3612
- (a) 6732 GEORGIA AVE, BRADENTON, FL 34207

## SKILLS

- Dependable
- Communication
- Problem Solving
- · Positive Attitude
- Organized
- Self-motivated

#### **EDUCATION**

University of South Florida Tampa, FL • 2015

**Business Management** 

North Dakota State University Fargo, ND

Accounting & Business Management

#### PROFESSIONAL SUMMARY

Experienced in impacting business direction and performance with successful leadership strategies, tactical decision making and forward-thinking approaches. Proven history of improving operations and boosting financial health through strong leadership.

#### **WORK HISTORY**

Rewired Solutions Inc. - VP-Operations Sarasota, Florida • 10/2018 - Current

- · Work with department managers to ensure coordination.
- Evaluate performance of the organization in meeting objectives and determine where costs can be reduced, what can be improved and what should be changed
- Developed team communications.
- Oversee day to day operations

#### Consulting - Business Development Sarasota, Florida • 01/2018 - Current

 Help improve companies by assessing weaknesses and recommending solutions.

# Webfab LLC - Chief Operating Officer Sarasota, Florida • 02/2015 - 10/2018

- Implemented innovative programs, including on the job training programs to increase employee loyalty and reduce turnover.
- Worked directly with management, and all departments to brainstorm, discuss strategy and mitigate any issues.
- Reduced operational risks while organizing sales and implementing project structure and follow through.
- Developed and maintained relationships with software customers and suppliers.
- Delivered business strategy and developed systems and procedures to improve operational quality and team efficiency

#### Webfab LLC - Dev Ops Sarasota, Florida • 01/2011 - 02/2015

- Managed the development team in an Agile environment, realizing success through application of SDLC methodologies and exceptional leadership skills.
- Defined clear targets and objectives and communicated to other team members.



