

BAYOSHORE GARDENS PARK AND RECREATION DISTRICT  
AGENDA MOTION FORM

1002 F

TODAY'S DATE 12-4-18

MEETING DATE 12-12-18  
At least 8 days prior to meeting date

REGULAR MEETING\_\_ WORK SESSION  SPECIAL MEETING\_\_ EMERGENCY  
\_\_ COMMITTEE MEETING\_\_ BUDGET

Trustee requesting Sharon Denson

Subject: Marisa Contract w/ Coastal Eng.

Reason \_\_\_\_\_

BRIEF EXPLANATION

Coastal Eng wants us to hire them  
as project Coordinator for \$50,000<sup>00</sup> +

MOTION IF NEEDED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supporting documentation attached

Received by \_\_\_\_\_ Date \_\_\_\_\_

Approved April 17, 2018 Sharon Denson, Chairman

Revised \_\_\_\_\_

Effective 4/17/18

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REGULAR MEETING \_\_ WORK SESSION  SPECIAL MEETING \_\_ EMERGENCY  
\_\_ COMMITTEE MEETING \_\_ BUDGET

Trustee requesting Sharon Denson

Subject: Hall Contract

Reason Renew & Separate

BRIEF EXPLANATION

Make renewals & separated Hall & Screen Room Contract

MOTION IF NEEDED

Supporting documentation attached

Received by \_\_\_\_\_ Date \_\_\_\_\_

Approved April 17, 2018 Sharon Denson, Chairman

Revised \_\_\_\_\_

Effective 4/17/18

This Contract is entered into between BAYSHORE GARDENS PARK AND RECREATION DISTRICT and \_\_\_\_\_ Lessee dated \_\_\_\_\_

Lessee, in consideration of the agreements and covenants to be performed by the Parties, agrees to the following terms:

1. **RENT:** Lessee shall pay Bayshore Gardens rent (SEE FEE SCHEDULE) in the amount of \$\_\_\_\_\_ (includes 7% sales tax) no later than 15 days prior to the Date of Activity set forth in section 3.
2. **SECURITY DEPOSIT:** Lessee shall pay a security deposit of \$250.00/500.00 (circle one) due at the time of booking and is non-refundable in cases of cancellation of event less than 14 days of the event. After Lessee leaves, the premises shall be inspected. If no violations are found, the Lessee will receive a refund by mail of security deposit within 14 working days of the final inspection.
3. **USE:** Lessee agrees to use the Hall for the general purpose set forth below, and will abide by all rules and shall end no later than 10 P.M. Lessee agrees that Lessee will be present at function and will not sublet.

**MAXIMUM CAPACITY 224**

**NO ACCESS TO FACILITY PRIOR TO NOON**

- Type of Activity: \_\_\_\_\_ # attending \_\_\_\_\_
- Date of Activity: \_\_\_\_\_
- Start Time of Activity: \_\_\_\_\_ Including set up and tear down
- End Time of Activity: \_\_\_\_\_
- Kitchen used to reheat food yes \_\_\_\_\_ No \_\_\_\_\_
- Cater used Yes \_\_\_\_\_ No \_\_\_\_\_ Attach copy of Caterer's license
- Additional hours requested: Start time: \_\_\_\_\_ End time: \_\_\_\_\_
- 

4. **LESSEE'S RESPONSIBILITIES:** Lessee shall leave the Hall in the same condition as found (see 5 below). Failure to do so may result in forfeiting some or all of Lessee's security deposit. If Lessee fails to show up at the scheduled time without at least 14 days' notice, Lessee shall forfeit all rent and deposits paid to Bayshore Gardens.

5. LOSS OR DAMAGE: If any portion of the premises or equipment is damaged by any act, omission, or negligence of Lessee. (Includes leaving the kitchen clean), Lessee shall pay to Bayshore Gardens upon demand a sum equal to the cost of repairing and restoring to the condition when Lessee took possession.

6. PERSONAL PROPERTY: Bayshore Gardens shall not be responsible for any loss or damage to personal property of the Lessee or any property caused to be brought in by lessee.

7. LIABILITY: The work, services, or activity to be performed in the Hall under this contract will be performed entirely at the risk of Lessee who will carry any necessary or applicable liability insurance, for the duration of this contract, in an amount acceptable to Bay shore Gardens. The certificate of insurance if applicable must be provided to the District prior to any activity in the facility. Lessee agrees to indemnify owner for any and all liability or loss arising in any way out of the performance of this Agreement. Furthermore Lessee shall protect, maintain, save and hold harmless Bayshore Gardens Park and Recreation District and its officers, agents, and employees from and against any and all claims, demands, expense and liabilities arising out of injury or death to any person, or the damage, loss or destruction of any property which may occur in or about the Property of the District

8. BAYSHORE GARDENS shall provide lessee with access, use and enjoyment of the Hall during the time set forth in section 3 and shall ensure that the reservation is clean and all systems, such as lighting, air conditioning, and any sound equipment, are functional on the date of the activity set forth in section 3. Bayshore Gardens will set-up tables and chairs per your drawings which must be submitted seven (7) days prior to the event. Rental agreement is for 6 consecutive hours for each event which includes set up and tear down time. Additional hours may be contracted for in advance.

9. BAYSHORE GARDENS will provide a Hall Monitor who will remain in the recreation hall to assist the Lessee and enforce the rules of the District. Delivery arrangements are to be made with the District Office seven (7) days in advance for delivery access to Recreation Center for deliveries made in advance of the schedule event.

#### FEE SCHEDULE HALL

Security Deposit	Resident	Non Resident
	\$250.00	\$500.00
*Rate for 6 hours	\$300.00+tax	\$750.00+tax
Additional hours/access hours	\$25.00+tax per hour/ portion	\$40.00+tax per hour/ portion
*includes set up and tear down		

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**By signing, I agree that I have read, understand, and agree to all of the above terms of this ' Agreement and the attached Rules and Regulations.**

I \_\_\_\_\_ am a resident of Bayshore Gardens Park and Recreation District and assume full responsibility for the rental of the Hall/Screen Room. I understand that I must be present at the event.

I \_\_\_\_\_ am not a resident of Bayshore Gardens Park and Recreation District and I understand that I assume full responsibility for the rental of the Hall/Screen Room.

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Print Lessee Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Managers Signature

Total amount Due \$ \_\_\_\_\_ Deposit \$ \_\_\_\_\_

Balance Due \$ \_\_\_\_\_ Date Due \_\_\_\_\_

The Recreation Hall Rules are  
Incorporated herein by reference and made a part of this contract  
as Exhibit A. By signing below, I acknowledge receipt  
of the contract and a copy of and the Rules (Exhibit A).

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

Approved 4/17/18 *Sharon Denson, Chairman*

Revised 10/16/18 Revised \_\_\_\_\_

Effective 4/17/18

### EXHIBIT A

Rental Agent, Sally Couey 941-730-9799

Judy Trytek 941-704-4577

CIRCLE ONE

#### HALL RULES

1. Shall not exceed maximum capacity 224
2. All Music shall end at or before 10:00PM
3. Everyone must be out of the hall by 11:00PM
4. Ovens and Microwaves are to be used for heating purposes only
5. **No glass bottles outside of bar area**
6. Smoking Prohibited in the Facility
7. Kitchen and appliances must be left clean. (see contract for penalties)
8. All decorations must be removed from the facility. Trash to be placed in bins
9. **Only masking tape or painters tape may be used for decorations no tacks or nails permitted**
10. Ice sculptures not allowed. Coolers must be placed on rubber mats
11. No open flame or fireworks, EXCEPTION: Sturnos may be used for food line
12. Chairs are to be pushed up to tables when you leave
13. NO UNLICENSED FOOD VENDORS ON THE PREMISES
14. NO food preparation or serving other than inside the Recreation Hall
15. No access to the Hall prior to the time on the contract. No access prior to Noon.

I have read the rules above and will adhere to the rules. Failure may result in my security deposit being withheld. (copy to file)

\_\_\_\_\_  
Date of event

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

Approved 4/17/18 Sharon Denson, Chairman  
Revised 10/16/18 Revised \_\_\_\_\_  
Effective 4/17/18

BAYOSHORE GARDENS PARK AND RECREATION DISTRICT  
AGENDA MOTION FORM

1002 F

TODAY'S DATE 12-4-18

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At least 8 days prior to meeting date

REGULAR MEETING  WORK SESSION  SPECIAL MEETING  EMERGENCY  
 COMMITTEE MEETING  BUDGET

Trustee requesting Sharon Denson

Subject: Screen Room Contract

Reason Revised + Separated

BRIEF EXPLANATION

Clarified & Revised

MOTION IF NEEDED

Supporting documentation attached

Received by \_\_\_\_\_ Date \_\_\_\_\_

Approved April 17, 2018 Sharon Denson, Chairman

Revised \_\_\_\_\_

Effective 4/17/18

LEASE SCREEN ROOM RESIDENTS ONLY

This Contract is entered into between BAYSHORE GARDENS PARK AND RECREATION DISTRICT and \_\_\_\_\_ Lessee, dated \_\_\_\_\_ a resident of Bayshore Gardens.

Lessee, in consideration of the agreements and covenants to be performed by the Parties, agrees to the following terms:

1. **RENT:** Lessee shall pay Bayshore Gardens rent in the amount of \$ 26.75 (includes 7% sales tax) no later than 15 days prior to the Date of Activity set forth in section 3.

2. **SECURITY DEPOSIT:** Lessee shall pay a security deposit of \$20.00 due at the time of booking and is non-refundable in cases of cancellation of event less than 14 days of the event. After Lessee leaves, the premises shall be inspected. If no violations are found the Lessee will receive a refund of security deposit within 14 working days of the final inspection.

3. **USE:** Lessee agrees to use the Screen Room for the general purpose set forth below, and will abide by all rules and shall end no later than Sunset. Use of the Screen room is limited to a 6 hour period which includes set up and tear down. Lessee may pay an additional charge for additional hours (SEE FEE SCHEDULE). Lessee agrees that Lessee will be present at function and will not sublet.

**MAXIMUM CAPACITY 30**

- Type of Activity: \_\_\_\_\_ # attending \_\_\_\_\_
- Date of Activity: \_\_\_\_\_
- Start Time of Activity: \_\_\_\_\_ Including set up and tear down
- End Time of Activity: \_\_\_\_\_
- Additional number of hours requested: \_\_\_\_\_ Start time: \_\_\_\_\_
- End time: \_\_\_\_\_ (Must be out of facility at stated end time)

4. **LESSEE'S RESPONSIBILITIES:** Lessee shall leave the Screen Room in the same condition as found. Failure to do so may result in forfeiting some or all of Lessee's security deposit. If Lessee fails to show up at the scheduled time without at least 14 days' notice, Lessee shall forfeit all rent and deposits paid to Bayshore Gardens.



5. **LOSS OR DAMAGE:** If any portion of the Screen Room, or its equipment is damaged by any act, omission, or negligence of Lessee. Lessee shall pay to Bayshore Gardens upon demand a sum equal to the cost of repairing and restoring to the condition when Lessee took possession.

6. **PERSONAL PROPERTY:** Bayshore Gardens shall not be responsible for any loss or damage to personal property of the Lessee or any property caused to be brought in by lessee.

7. **LIABILITY:** The work, services, or activity to be performed in the Screen Room under this contract will be performed entirely at the risk of Lessee. Lessee agrees to indemnify owner for any and all liability or loss arising in any way out of the performance of this Agreement. Furthermore Lessee shall protect, maintain, save and hold harmless Bayshore Gardens Park and Recreation District and its officers, agents, and employees from and against any and all claims, demands, expense and liabilities arising out of injury or death to any person, or the damage, loss or destruction of any property which may occur in or about the Property of the District

FEE SCHEDULE SCREEN ROOM RESIDENTS ONLY

Security Deposit	\$20.00
Rent	\$25.00+tax (6 hour reservation)
Additional hours	\$10.00+tax (each additional hour of reservation)

**By signing, I agree that I have read, understand, and agree to all of the above terms of this ' Agreement and the attached Rules and Regulations.**

I \_\_\_\_\_ am a resident of Bayshore Gardens Park and Recreation District and assume full responsibility for the rental of the Hall/Screen Room. I understand that I must be present at the event.

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Print Lessee Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Managers Signature

Total amount Due \$ \_\_\_\_\_ Deposit \$ \_\_\_\_\_

Balance Due \$ \_\_\_\_\_ Date Due \_\_\_\_\_

**The Screen Room Rules are incorporated herein by reference and made a part of this contract as Exhibit B. By signing below, I acknowledge receipt of the contract and a copy of and the Rules (Exhibit B).**

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

Approved 4/17/18 *Sharon Denson, Chairman*

Revised 10/16/18 Revised \_\_\_\_\_

Effective 4/17/18

BAYSHORE GARDENS PARK AND RECREATION DISTRICT

HALL/SCREEN ROOM RULES AND REGULATIONS

1004SRR

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**EXHIBIT B**

RULES SCREEN ROOM

1. No open flame cooking/heaters in Screen Room and outside at least 10 feet away from structure
2. Nothing can be attached to the walls, wood beams, or screens with anything other than painters tape. No staples, nails or tacks may be attached to the beams, screen or hall exterior of the buildings
3. The beach access road closes at dusk. No Parking is permitted in the beach lot after this time.
4. All activity in the screen room MUST cease at Sunset.
5. Music is permitted, however MUST be kept at a reasonable noise level so it does not disturb others in the surrounding areas.
6. Screen Room is to be left in the same condition in which it was found. All decorations, table cloths, and garbage should be disposed of in the bins provided. Failure to leave the porch in clean condition will result in forfeiture of the Security Deposit.
7. No bounce houses permitted on District grounds
8. Must vacate facility at stated end of event. (see page 1)

I have read the rules above and will adhere to the rules. Failure may result in my security deposit being withheld. (Copy to file)

\_\_\_\_\_  
Date of event

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

Approved 4/17/18 *Sharon Denson, Chairman*

Revised 10/16/18 Revised \_\_\_\_\_

Effective 4/17/18

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REGULAR MEETING  WORK SESSION  SPECIAL MEETING  EMERGENCY

COMMITTEE MEETING  BUDGET

Trustee requesting Sharon Denson

Subject: Public Hearing Policy

Reason & Guest Definition

BRIEF EXPLANATION

Review & forward for approval

MOTION IF NEEDED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supporting documentation attached

Received by \_\_\_\_\_ Date \_\_\_\_\_

Approved April 17, 2018 Sharon Denson, Chairman

Revised \_\_\_\_\_

Effective 4/17/18

BAYOSHORE GARDENS PARK AND RECREATION DISTRICT  
GUEST DEFINITION AND RESPONSIBILITIES

1030G

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Section 3 Use of district facilities—Persons entitled to use the district facilities and property of the district shall be limited to residents within the district, their family members and guests, and such other persons and groups as the trustees may authorize from time to time. The property of the district shall consist of real or personal property and improvements now or hereafter acquired, erected, or purchased by the trustees for the district. For the purposes of this act, each parcel of property in said district is hereby declared to be uniformly and generally benefited by the provisions hereof. Charter 2002-365

The definition of "Guest" shall be any non-resident using the Bayshore Gardens facilities at the invitation of any resident or person/persons having a contractual arrangement with the District. The resident/contractor shall be known as the guest Sponsor.

The Sponsor shall be responsible for their guest.

Guests shall obey all of the Rules, Regulations, Policy, or Procedures of Bayshore Gardens.

Guests shall not be issued a FOB for entrance to facilities.

Date Approved \_\_\_\_\_

Date Revised \_\_\_\_\_

Date Effective \_\_\_\_\_

BAYSHORE GARDENS PARK AND RECREATION DISTRICT  
PUBLIC HEARING

1030PH

Public hearing and assignment of penalties to be applied to those who do not comply with the rules and regulations adopted by the Bayshore Gardens Board of Trustees pursuant to Florida Law, Chapter 2002-365.

A written and signed complaint must be delivered to the District Office by the person/s with firsthand knowledge of the violation.

The District Manager shall notify the offender/respondent of the violation and shall provide the offender/respondent with a written notice of violation/s and shall include a copy of the violation cited in the notice and a copy of this procedure. The offender/respondent may be represented by his/her attorney

A Public Hearing date and time shall set and be noticed pursuant to FS 189.015. A quorum shall be present for the hearing and the hearing shall be conducted within 30 days of notice of the alleged violation to the offender/respondent. The notice to the offender/respondent shall be by US mail with a return receipt.

If the person(s) accused of violating their privileges of using the Bayshore Gardens common recreation facilities as aforesaid, are "Guests", their sponsor, shall be deemed a co-offender, and shall receive all notifications and communications as the offender, may participate in the public hearing, and shall be considered for any penalties or charges that may be imposed.

The offender/respondent shall be notified, in writing via US Mail, return receipt, no less than 7 days prior to the public hearing of the following: (1) they may be represented by counsel, (2) the time and place of the public hearing, (3) violation (time, place, occurrence, etc.), (4) any information that the investigation into the violation has produced, (5) and the name of the member of the Board of Trustees or authorized person(s) involved in the matter.

The District shall have the District's Attorney present to advise the Board.

Procedures for Public Hearing to Review Conduct and Consider Penalties and Charges

Except in instances where allowing the conduct to continue would result in an immediate or irreversible health, safety or welfare concern, persons who have, or are eligible to have a District access who are found by a member of the Board of Trustees or with a written and signed complaint of abusing equipment, causing damage to equipment or the facilities; or are found to be violating any established rule or regulation for the use of the Bayshore Gardens common recreational facilities wherein such action threatens or may threaten the health and/or safety of others; or who are found to be violating the established rules, on more than one occasion, shall have such conduct reviewed at a public hearing for consideration of penalties and charges which the District Office is notified of such violation. This also includes anyone that a guest has been found to be violating the established rules and regulations.

Presentations to Board

- The Trustee signing the complaint shall specify the violation/s that led to the scheduling of a public hearing to consider the denial of the use of the facilities, or that led to the denial of the use of the facilities and shall enter into the record the notice of violation sent to the offender/respondent. (5 minutes)

- Question! Answer Period: Board may pose questions to the Trustee signing the complaint. (5 minutes for each Trustee)
- Offender/Respondent or his/her attorney shall provide information to the Board regarding the matter. (10 minutes)
- Questions/Answer Period: Board may pose questions to the Offender/Respondent.

Public Comment (For those with first-hand knowledge of circumstances)

Each member of the public shall be given one 3-minute opportunity to speak to the Board with firsthand knowledge of the incident.

**Final Argument (3 minutes each segment)**

- Trustee shall summarize and present rules that have been violated. Trustee shall make recommendation to the Board for " ... penalties, if any, that may be imposed upon the offender( s), or in the case of 'guests', their sponsors ... " Offender/Respondent shall speak to the matter of the violation and penalties.

**Deliberation**

- Board will deliberate to determine if a violation occurred, if penalties are warranted (reviewing the nature and severity of the violation, and any previous occurrence(s), etc.), and, in the case of a violation which if allowed to continue would result in an immediate or irreversible health, safety or welfare concern, if additional penalties are warranted.

**Determination**

- A motion will be made regarding the matter.
- Following the determination, the Chairman shall issue a written determination, reflecting the decision of the Board. The Chairman shall consult with District Counsel in preparing this final order.

**VIOLATION OF RULES, REGULATIONS, POLICY, OR PROCEDURE NON VIOLENT**

**Penalties and Charges**

Penalties that may be imposed.

1. None.
2. Payment to the Bayshore Gardens Park and Recreation District for any and all damage caused by the offender.
3. Suspension and denial of any use of the Bayshore Gardens common recreational facilities, or of a specific facility, for a specified period of time, not to exceed 180 days from the date of the infraction.
4. Where there is a violation of serious nature where property is damaged or where there is/was a threat to health or safety of others, the individual causing said damage or who has threatened the health and safety of others may be denied the use of all Bayshore Gardens common recreational facilities from time of the infraction for a period of (1) year.
- S. A "Guest" found by the Trustees to have violated any rule or regulation wherein such action threatens or may threaten the health and/or safety of others, or who has been found to have deliberately caused damage to any person or property may be denied the use of the Bayshore Gardens common recreational facilities forever

**VIOLATION OF RULES, REGULATIONS, POLICIES, OR PROCEEDURES RELUTING IN  
DAMAGE TO PERSON OR PROPERTY IMMEDIATE DENIAL OF FACILITIES PRIVILIEGES**

If the violation is of a serious nature, persons who have, or are eligible to have District access who are found by a member of the Board of Trustees or a written and signed report to the Board of Trustees to enforce these rules, abusing equipment, causing damage to equipment or the facilities; or are found to be violating any established rule or regulation concerning the use of the Bayshore Gardens common recreational facilities wherein such action threatens or may threaten the health and/or safety of others and which if allowed to continue would result in an immediate or irreversible health, safety or welfare concern; shall be immediately denied the use of all of the Bayshore Gardens common recreational facilities .

In the case of a violation which if allowed to continue would result in an immediate or irreversible health, safety or welfare concern may result in the deactivation of access for the use of all Bayshore Gardens common facilities shall continue until a public hearing is held by the Bayshore Gardens Park and Recreation District's Board of Trustees as soon as reasonably possible and determination is made by the Trustees as to the denial of the use of the facilities and any additional penalties, if any, that may be imposed upon the offender(s), or in the case of "Guests", their sponsors. The offender/respondent shall be notified, in writing, 7 days in advance of the emergency special hearing. This notification shall include the following: specific violation , time and place of the emergency special hearing, the violation (time, place, occurrence, etc.), any information that the investigation into the violation has produced, and the name of the member of the Board of Trustees or authorized person(s) involved in the matter. The offender is entitled to be represented by counsel.

**Additional penalties that may be imposed.**

1. None.
2. Payment to the Bayshore Gardens Park and Recreation District for any and all damage caused by the offender.
3. Suspension and denial of any use of the Bayshore Gardens common recreational facilities, or of a specific facility, for a specified period of time, not to exceed 180 days from the date of the infraction.
4. Where there is a violation of serious nature where property is damaged or where there is/was a threat to health or safety of others, the individual causing said damage or who has threatened the health and safety of others may be denied the use of all Bayshore Gardens common recreational facilities from time of the infraction for a period of (1) year.
5. A "Guest" found by the Trustees to have violated any rule or regulation wherein such action threatens or may threaten the health and/or safety of others, or who has been found to have deliberately caused damage to any person or property may be denied the use of the Bayshore Gardens common recreational facilities forever.

Date Approved \_\_\_\_\_

Date Revised \_\_\_\_\_

Date Effective \_\_\_\_\_





BAYOSHORE GARDENS PARK AND RECREATION DISTRICT  
AGENDA MOTION FORM

1002 F

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REGULAR MEETING\_\_ WORK SESSION  SPECIAL MEETING\_\_ EMERGENCY  
\_\_ COMMITTEE MEETING\_\_ BUDGET

Trustee requesting Sharon Denson  
Subject: Bedding / Procurement Policy  
Reason do not have

BRIEF EXPLANATION

Move forward to Board for approval

MOTION IF NEEDED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supporting documentation attached

Received by \_\_\_\_\_ Date \_\_\_\_\_

Approved April 17, 2018 Sharon Denson, Chairman

Revised \_\_\_\_\_

Effective 4/17/18

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All contracts for construction, maintenance, goods, supplies, or materials exceeding the amount provided in Section 287.017, Florida Statutes, for Category one (\$20,000.00), as such category may be amended from time to time, shall be contracted under the terms of these rules. Contracts for construction, maintenance, goods, supplies, and/or materials do not include printing, insurance, advertising, or legal service.

DEFINITIONS

- (a) "Invitation to Bid" is a written solicitation for sealed bids with the title, date and hour of the public bid opening designated specifically and defining the commodity involved. It includes printed instructions prescribing conditions for bidding, evaluation criteria, and provides for a manual signature of an authorized representative.
- (b) "Request for Proposal or Qualification" is a written solicitation for sealed proposals or qualifications with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (c) "Responsive bid/proposal" means a bid or proposal which conforms in all material respects to the specifications and conditions in the invitation to bid or request for proposal and these rules, and the cost components of which are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder.
- (d) "Lowest responsible bid/proposal" means, in the sole and absolute discretion of the District whether or not reasonable the bid or proposal (i) submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the District Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the District Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.
- (e) "Construction, Maintenance, Goods, Supplies, and Materials" do not include printing, insurance, advertising, or legal services, including attorney, paralegal, expert witness, appraisal, or mediator services.
- (f) "Purchase" means acquisition by sale, rent, lease, lease/purchase, or

installment sale. It does not include transfer, sale or exchange of goods, supplies, or materials between the District and any federal, state, regional, or local governmental entity or political subdivision of the state.

- (g) "Emergency purchase" means a purchase necessitated by a sudden unexpected turn of events (e.g. acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the District in the normal conduct of its business), where the Board of Trustees finds that the delay incident to competitive bidding would be detrimental to the interests of the District.

## PROCEDURES

When contracting for construction, maintenance, services/goods, supplies, or materials is within the scope of this Rule, the following is appropriate:

- A. The Board of Trustees shall cause to be prepared an Invitation to Bid or Request for Proposal or Qualifications as appropriate.
- B. The Notice of Invitation to Bid or Request for Proposal or Qualifications shall be advertised at least once in a newspaper of general circulation in Manatee County. The notice shall allow at least thirty (30) days for submittal of responses, unless the Board, for good cause, determines a shorter period of time is appropriate.
- C. The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals or qualifications. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail/email.
- D. Bids or proposals shall be opened in a public Board of Trustee meeting at the time and place noted on the Invitation to Bid or Request for Proposal or Qualification. Bids and proposals shall be evaluated in accord with the invitation or request and these Rules.
- E. The Lowest Responsive and Responsible Bid or Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. In the event the bids exceed the amount of funds available to or allocated by the Authority Board for this purchase, the bids may be rejected. The District may require bidders or proposers to furnish performance and or other bonds with a responsible surety to be approved by the Board.
- F. Notice of award or intent to award, including rejection of some or all bids, and/or proposals shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting same on the Bayshore Gardens website for at least 30 days.

G.

- G. If *only* one response to an Invitation to Bid or Request for Proposal or Qualifications is received, the Board may proceed with the procurement for construction, maintenance, goods, supplies, or materials. If no response to an Invitation to Bid or Request for Proposal or Qualification is received, the Board may take whatever steps ~~are reasonably necessary~~ in order to proceed with the procurement of construction, maintenance, goods, supplies, or materials in the best interests of the District.
- H. The Board may make an emergency purchase without complying with these Rules. The definition of emergency is found in the Bylaws of the District. The fact that an emergency purchase has occurred or is necessary shall be ratified and recorded in the minutes of the next Board meeting.
- I. Notwithstanding anything contained herein to the contrary, the Board shall not effect a contract for construction, maintenance, goods, supplies or materials from any party who is presently employed by the District or who is employed by any other quasi-governmental agency operating within the Bayshore Gardens Park and recreation District.

## SPECIFICATIONS

1. The Authority Board may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the Authority office for inclusion on the list shall receive notices by mail.
2. In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:
  1. Hold the required applicable state professional license, liability insurance and be in good standing.
  2. Hold all required applicable federal licenses in good standing.
  3. Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes if the bidder is a corporation.
  4. Meet any special prequalification requirements set forth in the bid proposal specifications.

5. To assist in the determination of the lowest responsive and responsible bidder, the District may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.

NOTICE TO ALL BIDDERS

The Board may, in its discretion, re-advertise for additional bids or proposals without rejecting any submitted bid or proposal. In the event the bids or proposals exceed the amount of funds available to or allocated by the Board for this contract, all bids/proposals may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover any costs of bid/proposal preparation or submittal from the District.

Notice of the award or intent to award, including rejection of some or all bids or proposals, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting the same on the Bayshore Gardens website for thirty (30) days.

§ 190.011(5), Fla. Stat

Date Approved \_\_\_\_\_

Date Revised \_\_\_\_\_

Date Effective \_\_\_\_\_

BAYOSHORE GARDENS PARK AND RECREATION DISTRICT  
AGENDA MOTION FORM

1002 F

TODAY'S DATE 12-4-18

MEETING DATE 12-12-18  
At least 8 days prior to meeting date

REGULAR MEETING \_\_\_ WORK SESSION  SPECIAL MEETING \_\_\_ EMERGENCY  
\_\_\_ COMMITTEE MEETING \_\_\_ BUDGET

Trustee requesting Sharon Denson

Subject: Unstable Railroads (ties)

Reason & debris gone

BRIEF EXPLANATION

Keep Denson's under control

MOTION IF NEEDED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supporting documentation attached

Received by \_\_\_\_\_ Date \_\_\_\_\_

Approved April 17, 2018 Sharon Denson, Chairman

Revised \_\_\_\_\_

Effective 4/17/18