

Agenda
Bayshore Gardens Park & Recreation District
Board of Trustees Meeting
March 24, 2021 @ 7:00 P.M.

1. Call to Order
2. Roll Call
3. Pledge to Flag
4. Approval of Minutes: 2/24/21 BOT Meeting & 3/10/21 Work Session Meeting
5. Treasurer's Report
6. District Office Manager's Report
7. Trustee Committee Reports:
 - Recreation Committee (Belle)
 - Budget & Finance Committee (Terry)
 - Personnel & Salaries Committee (Terry)
 - Communication Committee (Dan)
 - House & Grounds Committee (Morris & Barbara S.)
8. Agenda Motion – Terry Zimmerly – Pool Repairs
9. Agenda Motion – Belle Baxter – Money for Swim Team
10. Agenda Motion – Belle Baxter – Volleyball Set
11. Agenda Motion – Terry Zimmerly – Lifeguard Handbook
12. Agenda Motion – Morris Raymer – Basketball Court
13. Additional Items as Needed

(Resident comments agenda item 3 minutes)

14. Adjournment

2nd Zoom Testing - Meeting to be held electronically.

Join Zoom Meeting

<https://zoom.us/j/96774436040?pwd=aHdvZGtMdHo0UWkveHg2T1V1U3l1QT09>

Meeting ID: 967 7443 6040

Passcode: UvDPv6

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

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

Bayshore Gardens Park & Recreation District

Balance Sheet

As of February 28, 2021

Feb 28, 21

ASSETS

Current Assets

Checking/Savings

| | |
|--|------------|
| 1000 · Checking-Operating 5/3 2537 | 118,173.93 |
| 1004 · Petty Cash - District | 350.00 |
| 1005 · Escrow Account 5/3 - 3919 | 36,000.00 |
| 1006 · Checking-Payroll 5/3 2545 | 19,855.69 |
| 1016 · Savings - Operating 5/3 4032 | 405,644.52 |
| 1019 · Savings Reserves 5/3 5013 | |
| 1021 · Reserve Fund-Roofing | 4,607.39 |
| 1022 · Reserve Fund-Hall Upgrade | 12,073.84 |
| 1024 · Reserve Fund - Wood Shop Exp | 800.00 |
| 1032 · Reserve Fund - Marina | 17,593.69 |
| 1019 · Savings Reserves 5/3 5013 - Other | -2,289.98 |

| | |
|--|------------------|
| Total 1019 · Savings Reserves 5/3 5013 | <u>32,784.94</u> |
|--|------------------|

| | |
|------------------------|------------|
| Total Checking/Savings | 612,809.08 |
|------------------------|------------|

Accounts Receivable

| | |
|----------------------------|-----------|
| 1100 · Accounts Receivable | 55,954.65 |
|----------------------------|-----------|

| | |
|---------------------------|------------------|
| Total Accounts Receivable | <u>55,954.65</u> |
|---------------------------|------------------|

Other Current Assets

| | |
|----------------------------------|----------|
| 11500 · Water Boy Bottle Deposit | 35.00 |
| 1200 · Prepaid Insurance | 1,894.28 |
| 1499 · *Undeposited Funds | 2,685.50 |

| | |
|----------------------------|-----------------|
| Total Other Current Assets | <u>4,614.78</u> |
|----------------------------|-----------------|

| | |
|----------------------|------------|
| Total Current Assets | 673,378.51 |
|----------------------|------------|

Fixed Assets

| | |
|---------------------------------------|---------------|
| 1900 · Land | 400,000.00 |
| 1910 · Buildings | 1,307,197.93 |
| 1920 · Recreation Area | 1,768,907.19 |
| 1940 · Recreation Area F & E | 97,308.64 |
| 1960 · Machines & Equipment | 90,008.21 |
| 1980 · Office Furniture and Equipment | 36,158.54 |
| 1990 · Other Furniture and Equipment | 53,448.88 |
| 1995 · Accumulated Depreciation | -1,195,385.52 |
| 1999 · 2019-2020 FY Reserve Expenses | 26,866.81 |

| | |
|--------------------|---------------------|
| Total Fixed Assets | <u>2,584,510.68</u> |
|--------------------|---------------------|

Other Assets

| | |
|-------------------------|--------|
| 1800 · Utility Deposits | 280.00 |
|-------------------------|--------|

| | |
|--------------------|---------------|
| Total Other Assets | <u>280.00</u> |
|--------------------|---------------|

| | |
|---------------------|-----------------------------------|
| TOTAL ASSETS | <u><u>3,258,169.19</u></u> |
|---------------------|-----------------------------------|

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

| | |
|-------------------------|------------------|
| 2000 · Accounts Payable | <u>29,714.69</u> |
|-------------------------|------------------|

Bayshore Gardens Park & Recreation District

Balance Sheet

As of February 28, 2021

| | <u>Feb 28, 21</u> |
|--|-----------------------------------|
| Total Accounts Payable | 29,714.69 |
| Other Current Liabilities | |
| 2010 · Accrued Wages | 6,180.17 |
| 2100 · Payroll Liabilities | |
| 2100 · Payroll Liabilities - Other | 3,252.57 |
| Total 2100 · Payroll Liabilities | <u>3,252.57</u> |
| 2171 · Sales Tax Payable | 1,306.01 |
| 2500 · Security Deposits | |
| 2501 · Hall Security Deposits | 1,230.00 |
| 2502 · Marina Security Deposits | 35,750.00 |
| 2503 · Screen Room Deposit (Screen Room Deposit) | 80.00 |
| Total 2500 · Security Deposits | <u>38,366.01</u> |
| 2600 · Deferred Revenues | 46,682.59 |
| Total Other Current Liabilities | <u>97,017.35</u> |
| Total Current Liabilities | <u>126,732.04</u> |
| Total Liabilities | 126,732.04 |
| Equity | |
| 3040 · Owners' Equity | 182,295.76 |
| 3050 · Retained Earnings (Retained Earnings) | 1,420,774.85 |
| 3200 · Fund Balance | -86,517.97 |
| 3300 · Investment in GFAAG | 1,214,661.51 |
| Net Income | 402,759.01 |
| Total Equity | <u>3,133,973.16</u> |
| TOTAL LIABILITIES & EQUITY | <u><u>3,258,169.19</u></u> |

Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance

February 2021

| Ordinary Income/Expense Income | Feb 21 | Budget | Oct '20 - Feb 21 | YTD Budget | Annual Budget |
|---|------------------|------------------|-------------------|-------------------|-------------------|
| 4000 · Assessments | | | | | |
| 4005 · Property Tax | 14,800.21 | 42,369.00 | 436,844.38 | 211,845.00 | 508,428.00 |
| 4006 · Commission fees | -444.01 | -1,143.41 | -13,105.33 | -5,717.13 | -13,721.00 |
| 4007 · Excess fees (Excess commission fees) | 0.00 | | 3,821.35 | | |
| Total 4000 · Assessments | 14,356.20 | 41,225.59 | 427,560.40 | 206,127.87 | 494,707.00 |
| 4100 · Rent | | | | | |
| 4111 · Screen Room Rental | 0.00 | 83.33 | 350.00 | 416.69 | 1,000.00 |
| 4120 · Hall Rentals | -490.00 | 1,666.67 | 4,999.76 | 8,333.31 | 20,000.00 |
| 4150 · Marina Rentals | | | | | |
| 4151 · Slip Rental | | | | | |
| 4152 · Resident slip rentals | 0.00 | 3,008.33 | 35,091.88 | 15,041.69 | 36,100.00 |
| 4153 · Non Resident slip rentals | 173.60 | 7,850.00 | 98,020.52 | 39,250.00 | 94,200.00 |
| 4155 · Short Term Slip Rental | 0.00 | | 0.00 | 0.00 | 0.00 |
| 4158 · Homeowner-Non Resident | 0.00 | 391.67 | 4,740.00 | 1,958.31 | 4,700.00 |
| Total 4151 · Slip Rental | 173.60 | 11,250.00 | 137,852.40 | 56,250.00 | 135,000.00 |
| 4154 · Small Boat Area | 0.00 | 33.33 | 1,440.00 | 166.69 | 400.00 |
| 4156 · Trailer Space Rental | 96.00 | 383.33 | 3,161.58 | 1,916.69 | 4,600.00 |
| 4157 · Gate Keys | 160.00 | 646.66 | 6,080.00 | 3,233.31 | 7,760.00 |
| 4805 · late fees | 0.00 | | 0.00 | 0.00 | 0.00 |
| 4825 · Work Area/Pressure Washer | 30.00 | | 240.00 | 0.00 | 0.00 |
| Total 4150 · Marina Rentals | 459.60 | 12,313.32 | 148,773.98 | 61,566.69 | 147,760.00 |
| Total 4100 · Rent | -30.40 | 14,063.32 | 154,123.74 | 70,316.69 | 168,760.00 |
| 4300 · Pool | | | | | |
| 4360 · Pool FOB | 0.00 | | 280.00 | | |
| Total 4300 · Pool | 0.00 | | 280.00 | | |
| 4500 · Publications | | | | | |
| 4530 · Banner - Classified Ads | 0.00 | | 0.00 | 0.00 | 0.00 |
| Total 4500 · Publications | 0.00 | | 0.00 | 0.00 | 0.00 |
| 4600 · Interest Income (Interest Income) | 56.97 | 83.33 | 267.64 | 416.69 | 1,000.00 |
| 4800 · Miscellaneous Income | | | | | |

Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance
February 2021

| | Feb 21 | Budget | Oct '20 - Feb 21 | YTD Budget | Annual Budget |
|--------------------------------------|-----------|-----------|------------------|------------|---------------|
| 4802 · Office Services | 11.00 | | 22.20 | | |
| 4815 · Insurance Refunds | 0.00 | | 0.00 | | |
| 4830 · Over/Short | 0.00 | | -0.15 | | |
| 4800 · Miscellaneous Income - Other | 0.00 | 17.33 | 11.20 | 86.69 | 208.00 |
| Total 4800 · Miscellaneous Income | 11.00 | 17.33 | 33.25 | 86.69 | 208.00 |
| Total Income | 14,393.77 | 55,389.57 | 582,265.03 | 276,947.94 | 664,675.00 |
| Gross Profit | 14,393.77 | 55,389.57 | 582,265.03 | 276,947.94 | 664,675.00 |
| Expense | | | | | |
| 5000 · Administration Expenses | | | | | |
| 5100 · Wages, Taxes and Fees | | | | | |
| 5120 · Wages - Administration | 2,640.00 | 4,583.33 | 15,260.00 | 22,916.69 | 55,000.00 |
| 5130 · Wages - Maintenance | 7,944.53 | 9,602.50 | 47,663.17 | 48,012.50 | 115,230.00 |
| 5132 · Wages - Dockmaster | 700.00 | 700.00 | 3,500.00 | 3,500.00 | 8,400.00 |
| 5133 · Marina Project Manager | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 5135 · Wages - Pool | 0.00 | 4,500.00 | 5,800.88 | 22,500.00 | 54,000.00 |
| 5170 · Health Insurance Compensation | 300.00 | 583.33 | 1,650.00 | 2,916.69 | 7,000.00 |
| 5210 · FICA-941 Taxes | 886.23 | 1,500.00 | 5,651.41 | 7,500.00 | 18,000.00 |
| 5215 · Unemployment Taxes | 81.08 | 50.00 | 2,947.28 | 250.00 | 600.00 |
| 5450 · Cell Phone | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 5610 · Accounting Fees | 650.00 | 1,133.33 | 4,525.00 | 5,666.69 | 13,600.00 |
| 6080 · Travel Mileage | 0.00 | 41.67 | 0.00 | 208.31 | 500.00 |
| Total 5100 · Wages, Taxes and Fees | 13,201.84 | 22,694.16 | 86,997.74 | 113,470.88 | 272,330.00 |
| Total 5000 · Administration Expenses | 13,201.84 | 22,694.16 | 86,997.74 | 113,470.88 | 272,330.00 |
| 5200 · Marina Expense | | | | | |
| 5240 · Sales Tax | 0.00 | | -0.01 | | |
| 5250 · Property Tax | 0.00 | 400.00 | 4,885.63 | 2,000.00 | 4,800.00 |
| 5575 · Marina Repair/Maintenance | 0.00 | | 4,657.02 | 0.00 | 0.00 |
| Total 5200 · Marina Expense | 0.00 | 400.00 | 9,542.64 | 2,000.00 | 4,800.00 |
| 5300 · Security | | | | | |
| 5311 · Security Camera R&M | 0.00 | 333.33 | 0.00 | 1,666.69 | 4,000.00 |
| 5320 · Gate Closing Expense | 0.00 | | 0.00 | 0.00 | 0.00 |
| 5335 · Key Fobs | 0.00 | | 0.00 | 0.00 | 0.00 |

**Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance
February 2021**

| | Feb 21 | Budget | Oct '20 - Feb 21 | YTD Budget | Annual Budget |
|--|----------|----------|------------------|------------|---------------|
| 5300 · Security - Other | 0.00 | | 0.00 | | |
| Total 5300 · Security | 0.00 | 333.33 | 0.00 | 1,666.69 | 4,000.00 |
| 5400 · Utilities | | | | | |
| 5410 · Electric | 891.81 | 1,291.67 | 4,965.25 | 6,458.31 | 15,500.00 |
| 5420 · Water/Sewer | 1,498.98 | 1,291.67 | 6,994.08 | 6,458.35 | 15,500.00 |
| 5430 · Telephone/Pager/Cable/Web | 210.57 | 208.33 | 1,172.81 | 1,041.69 | 2,500.00 |
| 5440 · Gas/Propane | 0.00 | 25.00 | 92.35 | 125.00 | 300.00 |
| Total 5400 · Utilities | 2,601.36 | 2,816.67 | 13,224.49 | 14,083.35 | 33,800.00 |
| 5500 · Building and Grounds | | | | | |
| 5511 · Professional/Contract Services | 1,376.86 | 816.67 | 6,967.03 | 4,083.31 | 9,800.00 |
| 5512 · Repairs, Maintenance & Supplies | 204.60 | 583.33 | 3,016.64 | 2,916.69 | 7,000.00 |
| 5515 · Janitorial and Cleaning | 264.00 | 416.67 | 1,120.16 | 2,083.31 | 5,000.00 |
| 5516 · Gasoline (Grounds machinery fuel) | 0.00 | 58.33 | 174.15 | 291.69 | 700.00 |
| 5520 · Maintenance Equipment | 0.00 | 250.00 | 1,529.08 | 1,250.00 | 3,000.00 |
| 5530 · Pest Control | 0.00 | 250.00 | 284.80 | 1,250.00 | 3,000.00 |
| 5560 · Landscaping | 0.00 | 1,666.67 | 801.56 | 8,333.31 | 20,000.00 |
| 5580 · Pool Maintenance | 0.00 | 416.67 | 1,200.00 | 2,083.31 | 5,000.00 |
| 5585 · Pool Repair/Replacement | 0.00 | 866.67 | 6,236.83 | 4,333.31 | 10,400.00 |
| 5590 · Pool Chemicals | 333.85 | 1,333.33 | 2,383.40 | 6,666.69 | 16,000.00 |
| 5591 · EPA/Water | 0.00 | 102.50 | 0.00 | 512.50 | 1,230.00 |
| 5683 · Certification Reimbursement | 0.00 | 166.67 | 0.00 | 833.31 | 2,000.00 |
| 6500 · Playground Expense | 0.00 | | 2,460.00 | 0.00 | 0.00 |
| Total 5500 · Building and Grounds | 2,179.31 | 6,927.51 | 26,173.65 | 34,637.43 | 83,130.00 |
| 5600 · Other Administration Expense | | | | | |
| 5519 · Leased Equipment | 0.00 | 183.34 | 6.95 | 916.66 | 2,200.00 |
| 5650 · Postage | 0.00 | 41.66 | 98.35 | 208.35 | 500.00 |
| 5660 · Legal Fees | 0.00 | 1,000.00 | 862.00 | 5,000.00 | 12,000.00 |
| 5665 · Seminars, Training and Fees | 0.00 | 83.34 | 354.00 | 416.66 | 1,000.00 |
| 5670 · Office Supplies/Expenses | 417.48 | 416.63 | 3,292.33 | 2,083.39 | 5,000.00 |
| 5680 · Audit Fees | 0.00 | 985.00 | 5,750.00 | 4,925.00 | 11,820.00 |
| 5682 · Organizational Fees and License | 10.00 | 125.00 | 10.00 | 625.00 | 1,500.00 |
| 5686 · Website Maintenance | 100.00 | 100.00 | 500.00 | 500.00 | 1,200.00 |

Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance

February 2021

| | Feb 21 | Budget | Oct 20 - Feb 21 | YTD Budget | Annual Budget |
|---|-----------------|-----------------|------------------|------------------|------------------|
| 5690 · Advertising | 0.00 | 125.00 | 66.69 | 625.00 | 1,500.00 |
| 6020 · Bank Fees | 384.33 | 500.00 | 3,604.09 | 2,500.00 | 6,000.00 |
| 6040 · Trustee Election | 0.00 | | 0.00 | 0.00 | 0.00 |
| Total 5600 · Other Administration Expense | 911.81 | 3,559.97 | 14,544.41 | 17,800.06 | 42,720.00 |
| 5630 · Insurance-Business | | | | | |
| 5631 · Insurance - Liability | 0.00 | 1,266.67 | 2,238.75 | 6,333.31 | 15,200.00 |
| 5632 · Insurance - Workers Compensatio | 0.00 | 872.50 | 3,309.75 | 4,362.50 | 10,470.00 |
| 5633 · Insurance - Auto Liability | 0.00 | 16.67 | 54.50 | 83.31 | 200.00 |
| 5634 · Insurance -Property | 0.00 | 894.17 | 5,488.75 | 4,470.81 | 10,730.00 |
| 5635 · Insurance - Flood | 1,608.83 | 0.00 | 8,044.15 | 0.00 | 0.00 |
| Total 5630 · Insurance-Business | 1,608.83 | 3,050.01 | 19,135.90 | 15,249.93 | 36,600.00 |
| 5700 · Publications Expense | | | | | |
| 5710 · Banner - Commissions | 0.00 | | 0.00 | 0.00 | 0.00 |
| 5711 · Banner composition | 610.00 | 191.67 | 1,570.00 | 958.35 | 2,300.00 |
| 5720 · Banner - Printing Costs | 22.22 | | 422.25 | 0.00 | 0.00 |
| 5740 · Banner - Paper Delivery | 108.97 | | 314.07 | 0.00 | 0.00 |
| 5760 · Banner - Miscellaneous Expenses | | | | | |
| 5761 · Tide Tables | 0.00 | | 0.00 | 0.00 | 0.00 |
| 5762 · King Features | 0.00 | | 0.00 | 0.00 | 0.00 |
| Total 5760 · Banner - Miscellaneous Expenses | 0.00 | | 0.00 | 0.00 | 0.00 |
| Total 5700 · Publications Expense | 741.19 | 191.67 | 2,306.32 | 958.35 | 2,300.00 |
| 5800 · District Recreation | | | | | |
| 5830 · Expenses - | 0.00 | 333.33 | 0.00 | 1,666.69 | 4,000.00 |
| Total 5800 · District Recreation | 0.00 | 333.33 | 0.00 | 1,666.69 | 4,000.00 |
| 5900 · Capital Layout | | | | | |
| 5901 · Survey | 0.00 | 416.67 | 0.00 | 2,083.31 | 5,000.00 |
| 5903 · Sheds to Replace Porta Potty | 0.00 | | 0.00 | 0.00 | 0.00 |
| 5906 · Fishing Pier Repair | 0.00 | | 0.00 | 0.00 | 0.00 |
| 5907 · Basketball Court | 0.00 | 4,166.67 | 0.00 | 20,833.31 | 50,000.00 |
| 5909 · Screen Room Repair | 0.00 | 3,333.33 | 0.00 | 16,666.69 | 40,000.00 |
| 5911 · Rec Hall Repairs | 6,866.02 | 1,916.67 | 7,544.99 | 9,583.31 | 23,000.00 |
| 5912 · Automatic Gate to the Beach | 0.00 | | 0.00 | 0.00 | 0.00 |

Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance

February 2021

| | Feb 21 | Budget | Oct '20 - Feb 21 | YTD Budget | Annual Budget |
|--|------------|-----------|------------------|------------|---------------|
| 5913 · Splash Park | 0.00 | | 0.00 | 0.00 | 0.00 |
| 5914 · Dog Park | 0.00 | | 0.00 | 0.00 | 0.00 |
| 5916 · Lighting Basketball Court | 0.00 | | 0.00 | 0.00 | 0.00 |
| 5917 · Pool ADA Bathrooms | 0.00 | | 0.00 | 0.00 | 0.00 |
| 5918 · Lighting Pool | 0.00 | | 0.00 | 0.00 | 0.00 |
| 5921 · Capital Layout - Marina Project | 0.00 | 5,249.58 | 0.00 | 26,247.94 | 62,995.00 |
| Total 5900 · Capital Layout | 6,866.02 | 15,082.92 | 7,544.99 | 75,414.56 | 180,995.00 |
| 9010 · Bank Service Charges | 19.25 | | 85.75 | | |
| Total Expense | 28,129.61 | 55,389.57 | 179,555.89 | 276,947.94 | 664,675.00 |
| Net Ordinary Income | -13,736.84 | 0.00 | 402,709.14 | 0.00 | 0.00 |
| Other Income/Expense | | | | | |
| Other Income | | | | | |
| 10000 · Sales Tax Discount | 6.30 | | 49.87 | | |
| Total Other Income | 6.30 | | 49.87 | | |
| Net Other Income | 6.30 | | 49.87 | | |
| Net Income | -13,729.54 | 0.00 | 402,759.01 | 0.00 | 0.00 |



Aqua Leak Detection

121 Triple Diamond Blvd.

Unit 13

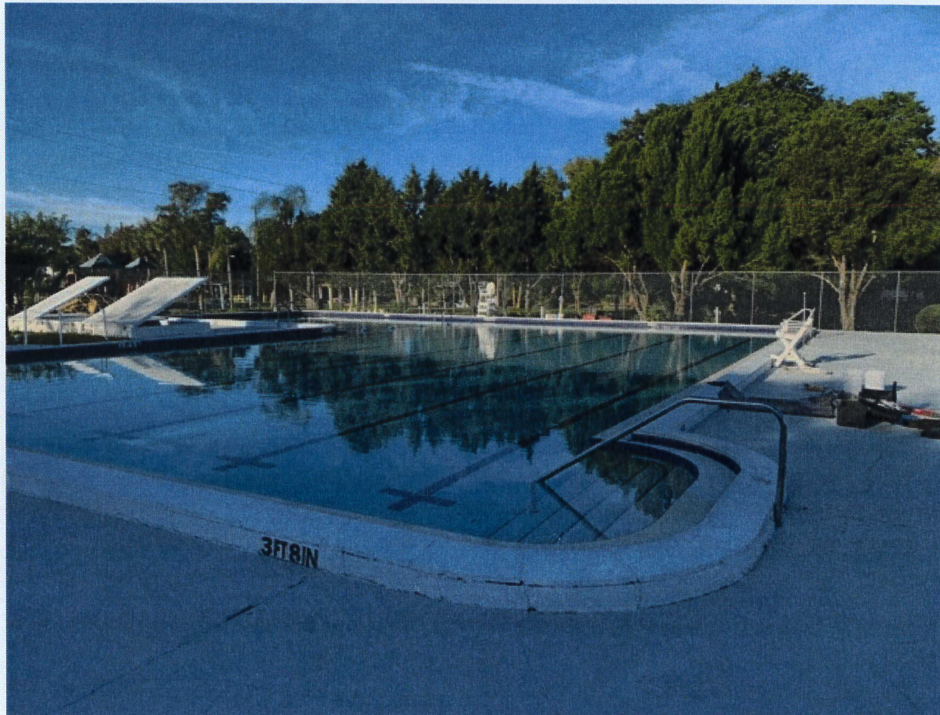
North Venice, FL 34275

(941) 270-6138

www.aqualeaks.com

billing@aqualeaks.com

Inspected by Aqua Leak Detection



Pool Repairs Report

Prepared For:

Bay Shore Gardens Park And Rec.

Property Address:

6919 26 St West

Bradenton, FL 34207

Inspected on Thu, Mar 11 2021 at 5:16 PM

Table of Contents

| | |
|----------------------|---|
| Job Type | 3 |
| Repair Summary | 4 |
| Warranty Information | 6 |

Job Type

Pool Repair

Job Type: Under Deck Repair
Pool Construction Repair: Pool Construction Repair



Comment 1:

We promise to provide the best repair possible for your pools specific situation backed by our worry free warranty. With less to worry about, you can get back to enjoying your pool.

Thank you for the opportunity to care for your pool.
~Aqua Leak Detection

Technician On Site: Ryan R, Dwight B,
Condition:

Thank you for the opportunity to care for your pool. Our Repair Techs go through extensive training to bring you not only a solid repair, but the least invasive and unobtrusive repairs possible.

Repair Summary

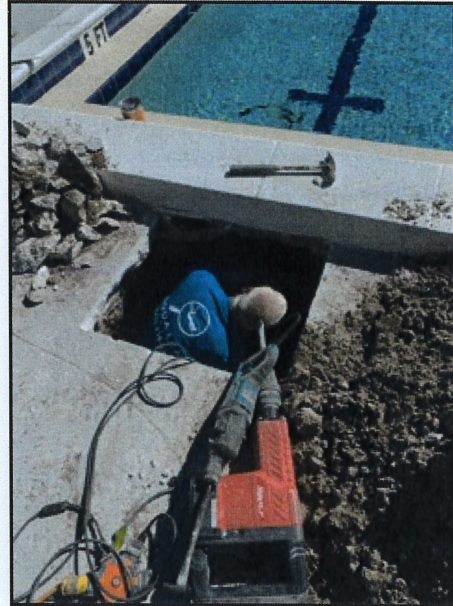
Repairs Completed:

4 X gutter repair complete. All gutters in cased in concrete from coping (deck level) and around all three inch schedule 20 piping . Additional charge for for incasement \$1600. Hydraulic cement applied to the three remaining zones in out that had very shuttle leaks . Any further leaks in said area would need to be re evaluated . Warranty applies to repair site / schedule 40 pvc only.

Condition:



(Repair Summary continued)



Comment 2:
Additional photos available
All piping appears to be schedule 20 which is old and very brittle .

Repair Photos:

Warranty Information



Comment 3:

Warranty Information:

Pools are notorious for having more than one leak. Our goal on every job is to find every leak, every time.

If a leak is missed, all work is guaranteed and we will do everything we can to ensure a pool is leak free.

We have a 30-day warranty on our leak detection from date of service and a 1 year warranty on all repairs

For more questions, please contact our office at

941.270.6138

Office@AquaLeaks.com

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
AGENDA FORM FOR TRUSTEES

1002F

Completed form due in the office by 4:00 p.m. eight (8) days prior to meeting date.

This form can be utilized to bring a motion and/or discussion topic to the board.

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

Agenda Item: Moving Money Meeting Date: March 24, 20 21

Type of Meeting: _____ Workshop _____ Board Meeting

Motion: Discussion: _____ (check one)

Rationale for Request: Pool repairs exceeded money
allocated for repairs
Motion to pay contractor \$1000.00
more total of \$13,000 for pool repairs.
~~Motion to move to it~~

Estimated Costs to District (if applicable)

1000

Attachments/Supporting documents: None: _____

Board Trustee: Terry Zimmerly Date: March 11, 2021

Print Name: Terry Zimmerly

Received by: [Signature] Date: 3/11/2021

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
AGENDA FORM FOR TRUSTEES

1002F

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This form can be utilized to bring a motion and/or discussion topic to the board.

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

Agenda Item: MONEY FOR SWIM TEAM Meeting Date: 3/24/21

Type of Meeting: _____ Workshop _____ Board Meeting

Motion: Discussion: _____ (check one)

Rationale for Request: DISTRICT PAYS FOR RESIDENTS' CAP, GOGGLES + SWIMSUIT. 26 RESIDENT CHILDREN ARE REGISTERED.

Estimated Costs to District (if applicable)

\$ 2,600

Attachments/Supporting documents: None:

Board Trustee: Anita Belle Baxter Date: 3/15/21

Print Name: ANITA BELLE BAXTER

Received by: [Signature] Date: 3/15/2021

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
AGENDA FORM FOR TRUSTEES

1002F

Completed form due in the office by 4:00 p.m. eight (8) days prior to meeting date.

This form can be utilized to bring a motion and/or discussion topic to the board.

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

Agenda Item: VOLLEYBALL SETS Meeting Date: 3/24/21

Type of Meeting: _____ Workshop _____ Board Meeting

Motion: Discussion: _____ (check one)

Rationale for Request: WE ARE A PARK AND RECREATION DISTRICT.
THESE SETS WILL GO ON THE BALL FIELD. THEY
WILL BE ASSEMBLED & TAKEN DOWN ON THE DAY
WE ~~DETERMINE~~ DECIDE WILL BE "DROP IN VOLLEYBALL"
DAY.

Estimated Costs to District (if applicable)

\$700

Attachments/Supporting documents: None: _____

PRICING ATTACHED

Board Trustee: Anita Belle Baxter Date: 3/15/21

Print Name: ANITA BELLE BAXTER

Received by: [Signature] Date: 3/15/2021

| Item | Cost Est | Qty | Total Est | Source |
|--|----------|-----|-----------|-------------------|
| Ball | \$20.00 | 3 | \$60.00 | Dick's |
| Scoreboard | \$30.00 | 2 | \$60.00 | Dick's and Amazon |
| Volleyball Net System: Sun & Park Spectrum 2000 | \$220.00 | 2 | \$440.00 | Amazon |
| Whistles | \$5.00 | 3 | \$15.00 | |
| | | | \$575.00 | |

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
AGENDA FORM FOR TRUSTEES

1002F

Completed form due in the office by 4:00 p.m. eight (8) days prior to meeting date.

This form can be utilized to bring a motion and/or discussion topic to the board.

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

Agenda Item: Lifeguard Handbook Meeting Date: 3/24/21

Type of Meeting: _____ Workshop _____ Board Meeting

Motion: Discussion: _____ (check one)

Rationale for Request: Revised Lifeguard Handbook

Estimated Costs to District (if applicable)

0

Attachments/Supporting documents: None:

Board Trustee: Terry Zimmerly Date: 3/15/21

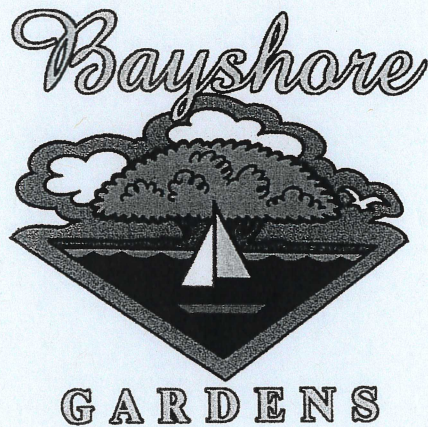
Print Name: Terry Zimmerly

Received by: [Signature] Date: 3/18/2021

Changes to be
Made

Summer 2015

Bayshore Gardens



Lifeguard Handbook

6919 26th Street West, Bradenton, FL 342087 941.755.1912

Bayshore Gardens District Swimming Pool

This handbook has been prepared to serve as an effective aid in orientation and in-service training for our pool personnel. All personnel must be knowledgeable of and comply with the policies and procedures outlined in this handbook.

We welcome you to our pool staff and wish you well in your work. Our swimming program relies upon the level of competence of our staff. As an employee of the Bayshore Gardens Park and Recreation District, you are expected to conduct yourself in a manner that will represent the Park and Recreation District as an exemplary employee and to carry out the responsibilities assigned to you.

We would like to thank you for being a part of our program and we are looking forward to a great summer.

New Pic of OUR Pool



Introduction

Our swimming pool is maintained as a service to the homeowners of the Bayshore Gardens Park and Recreation District. We provide an environment for recreational swimming, and other water activities that the homeowners are interested in.

We strive for professionalism and as an employee you play an important role in the day to day operations of the pool. We want to insure our homeowners and their guests have a safe, happy and relaxed experience when they visit. Each employee, regardless of classification, should cultivate a courteous attitude and should develop tact, courtesy, willing service, and a pleasant smile which will help promote the pool and its activities.

HOURS OF OPERATION *As directed by Bot.*

stays { *The pool will open to homeowners and renters with waivers on file once the water temperature reaches a consistent 70 degrees Fahrenheit. It will close for the season when the water temperature drops below 70 degrees Fahrenheit.* }

~~Monday – Friday 8am – 4pm – SWIM AT YOUR OWN RISK. 4pm – 7pm there will be attendants on duty. Hours will extend to 8pm and there will be life guards on duty from noon until close when school is dismissed for the summer.~~

~~Saturday and Sunday 12pm – 7pm. Life guards on duty and hours will extend to 8pm when school is dismissed for the summer.~~

~~Guest fees – Guests must ALWAYS be accompanied by a resident or a renter with waiver, NO EXCEPTIONS. Passes may be purchased in the office or concession stand.~~

~~\$3.50/visit~~

~~\$20.00/Book of 10~~

POOL STAFF CODE OF CONDUCT

- Be Professional. Treat everyone courteously and professionally at all times. Your actions reflect the District and being professional is an important part of any job. People who witness staff acting professionally are more likely to respect their authority.
- Arrive promptly for your shift; it is your responsibility to work the hours you are assigned. No lifeguard is permitted to take a day off without prior approval from the lifeguard supervisor.
- Do not hold long conversations while on duty.
- You are not to baby sit or take responsibility of others personal property.
- Your priority is for the swimmers, if there is a swimmer in the pool you need to be near the pool or on your stand.
- Devote your complete attention to the swimmers in the pool, and resist familiarity with patrons. Friendly chatting can lead to distraction; your focus is on the swimmers in the pool.
- Do not make unnecessary rescues or assists. However, never let a swimmer get in trouble when it can be prevented.
- Watch for intoxicated persons. Keep them out of the pool area and call for assistance if needed.
- Notify pool supervisor/manager for all major first aid cases immediately.
- No one with open cuts or ~~wearing diapers~~ ^{Proper Swim} permitted in pool.
- Enforce all safety rules and regulations with tact and diplomacy. However, if a situation gets out of hand notify the proper authorities. Call 911 for sheriff if necessary.
- ALL incidents/accidents MUST be recorded and copies given to the District manager, to be kept on file and distributed to ~~the Chairman of the Board of Trustees, and the Chairman of the House and Grounds committee.~~ Data for the incident report must include: date, time, names of any witnesses, and names of people involved in the incident.
- Uniforms are to be worn by staff at all times when working, staff is responsible for maintaining their uniforms. Swim attire is not permitted in the hall or the office if wet. Please make sure you are totally dry if it is necessary to enter these areas.
- Do not belittle or discredit another guard in public or to another guard. If you have issues with a co-worker inform the co-worker and/or the lifeguard supervisor.
- While on duty there is absolutely no smoking, sleeping, loitering in the breezeway or concession, consumption of alcohol, use of narcotics, misconduct, profanity, fighting, insubordination, indecent gestures, language or behavior. There is no chatting on your cell phone. Any of the above is grounds for immediate dismissal.
- Proper swim dipers only permitted in pool

HARASSMENT

The Bayshore Gardens Park and Recreation District prohibits racial, sexual or religious discrimination or harassment. All employees and patrons are guaranteed the right to be in an environment free from any harassment. If anyone feels that they have been a victim of discrimination or harassment, then management must be notified immediately. All allegations will be taken very seriously and dealt with in strict confidence. If an employee is found guilty of harassment, then appropriate disciplinary action will be taken, this may include suspension without pay or immediate termination.

DUTIES and ROTATIONS:

Lifeguards will be in the stands at all times the pool is open, in the event there are no swimmers staff will keep busy during any lulls (see below) Staff may not loiter anywhere on District property, for example the breezeway, concession, etc. Staff will rotate out every half hour. ~~One staff member will be manning the sign in stand and concession while others are on the stands.~~ During any lulls the staff will keep the pool areas clean, For example: sweeping the breezeway and bathrooms, check the bathrooms for toilet paper, paper towels and soap, refill and cleans as needed, and wipe down the tables, *and chairs* on the pool deck.

CALLING IN

When calling in an employee must speak with a supervisor or the District manager. Excessive absenteeism and/or tardiness will result in disciplinary action and/or termination.

DISCIPLINARY ACTION

The following is a list of procedures to document any reprimands or disciplinary action up to and including immediate discharge. All occurrences with staff are documented and kept in their personnel file at the District office.

- 1st Offense – Verbal Warning
- 2nd Offense – Written Warning
- 3rd Offense – Termination

CLOSING OF THE POOL

- In the event anyone poops or vomits in the pool, the pool needs to be closed for a one hour – NO EXCEPTIONS.
- In the event anyone has diarrhea in the pool, the pool needs to be closed for 24 hours.
- In the event of any of the above circumstances the pool needs to be cleaned.
- If lightning or thunder is in the area swimmers must exit the pool immediately and the pool needs to close for 30 minutes. If time is almost up and you hear thunder or if there is still lightning in the area the 30 minutes closure starts all over.
- If there is no running water at the facility, the pool needs to be closed and will reopen once the issue is resolved.
- If there is no electricity at the facility the pool needs to be closed and will reopen when power is restored.

OPENING PROCEDURES

- Unlock all gates, pool, picnic and play area.
- Open pool office, straighten if necessary.
- Date and put out proper sign-in sheets.
- ~~Check in money – get quarters if necessary.~~
- Unlock shower rooms, sweep, flush, pick up trash and clean as needed.
- Check restrooms, sweep, flush, pick up trash and clean as needed.
- Pick up and sweep both pool decks.
- Dry off chairs and tables if needed.
- Set up all umbrellas.
- Check and record pool temperature.
- Check and record Chlorine/PH levels in pool.
- Fill water cooler with ice and water.
- Check personal first aid kit and Petersen belt/Rescue tube.

DURING SHIFT PROCEDURES

- Check pool passes. *IF Pool FOB dose not work direct resident to District Office*
- *If there are swimmers in the pool there needs to be life guards on the stands or near the pool at all times – NO EXCEPTIONS*
- ~~No Cell phones.~~
- No personal calls unless an emergency.
- Pick up trash, ~~clean cigarette urns~~ and sweep around pool area throughout the day.
- Check pool for cleanliness, skim pool with net to remove any debris.
- Keep tables, chairs and pool rim clean.
- During lulls hose off upper and lower deck area.
- Keep pool area straightened and organized.
- Check and maintain shower areas.
- ~~Empty trash containers as needed and put trash in dumpster.~~
- Enforce ALL pool rules i.e.: no food/drinks ~~in pool area, etc.~~ *in upper deck*
- Protect pool area: flower bed, chemical shed, pool pit and lane line.
- Be a team player – work together to promote a safe, clean environment for residents and their guests.
- Be a role model – people look up to attendants and monitors.
- NO LOITERING – if you have nothing to do find something to do, or ask your supervisor for a task.

CLOSING PROCEDURES

- Straighten pool tables, chairs and lounge chairs.
- Take down umbrellas, put away all pool equipment; safety, floats/noodles, kick boards, tetherball, etc.
- ~~Brush pool sides and bottom.~~
- Check shower rooms, restrooms, pool breezeway, replace soap and paper as needed, ~~empty trash and put in dumpster.~~
- Turn off lights and lock up, concession.
- ~~Straighten and sweep pool office if needed, lock up.~~
- Sweep breezeway ~~and clean cigarette urns.~~
- Lock all gates, pool, picnic and play area.
- Lock emergency exit door and breezeway gate.

GATE ATTENDANT DUTIES

- ◆ Set up sign-in area and straighten up breezeway area (sweep, dump trash cans)
- ◆ Check bathrooms during 10 minute adults swim for debris on floor & backed up breezeway bathroom toilets
- ◆ Sweep breezeway and hallway to office (keep clean at all times)
- ◆ Clean cigarette butt cans in the morning and evening
- ◆ Turn on register
- ◆ Count bank \$75.00
- ◆ Check inventory for candy, ice cream and water
- ◆ Vacuum snack bar area (if needed)
- ◆ Make sure all members are signed in correctly
- ◆ Guest fees are to be collected
- ◆ Make sure waivers for children ages (11-17) are signed by parent in front of pool staff/office employee.
- ◆ If anyone is in the snack bar area that is not authorized to be in there or if snack bar is left unattended that employee will be fined \$10.00 (re Manager)

REMOVE
COMPLETELY

POOL RULES AND REGULATIONS

Rules and Regulations have been established for the protection of those using the pool. This is a private pool; use is restricted to Bayshore Gardens residents (property owners or renters with waivers), their guest, associate pool members or groups authorized by the Bayshore Gardens Park and Recreation Board of Trustees.

- Homeowners/renters/^{guests} with waivers only, ~~may purchase Guest passes and homeowner must accompany anyone using a guest pass.~~ Homeowner/Renter needs to accompany guest.
- Children 10 or younger MUST be accompanied by ^{an} responsible adult. Children between 11-17 with a Hold Harmless Agreement on file, signed by a parent or guardian in the presence of a witness who is employed by Bayshore Gardens Park and Recreation District may use the pool when life guards are present NO EXCEPTIONS.
- Proper attire must be worn; no cut-offs, thongs or jeans.
- NO Food or ~~alcoholic~~ beverages. ^{on upper Deck}
- NO street clothes in pool area without approval of person on duty.
- NO abusive language, running, shoving, pushing or causing undue disturbance.
- NO riding on shoulders, throwing, shoving, spitting, spouting, blowing of nose in pool.
- ~~NO diving from the areas marked in RED.~~ ^{Diving permitted in divewell ONLY}
- If floatation devices are being used on a child, parent or guardian must accompany child.
- Parents MUST oversee their children or charges; we are not responsible for them.
- ^{Pool Break} ~~Adult swim~~ will be called every 45 minutes for a period of not less than 15 minutes. ^{if only one guard on duty.}
- ^{No Glass permitted in pool area.}

DIVING WELL RULES

- ~~No entering from the RED designated sides.~~
- ~~Enter Pool from the front end only.~~
- Swimmers must EXIT via ladders at pool sides only.
- Dives considered dangerous will not be tolerated.
- You must wait until the person ahead is clear prior to entering.
- ~~Pool attendants may close diving well when appropriate, at their discretion.~~

BREEZEWAY RULES

- NO Smoking in the breezeway, smoking is permitted outside the fenced areas only.
- NO Loitering in the breezeway, steps to the office or outside entrance to breezeway. If necessary ask people to use the picnic tables to gather.
- Entranceway shall be free of clutter and people at all times.
- Bicycles are to be put in bike racks.

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
AGENDA FORM FOR TRUSTEES

1002F

Completed form due in the office by 4:00 p.m. eight (8) days prior to meeting date.

This form can be utilized to bring a motion and/or discussion topic to the board.

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

Agenda Item: Basket Ball Court Meeting Date: 3-24-21

Type of Meeting: _____ Workshop _____ Board Meeting

Motion: Discussion: _____ (check one)

Rationale for Request: Use Folk Asphalt to repair basket ball court.

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: Yes

3 proposals

Board Trustee: Morris Raymer Date: 3-16-2021

Print Name: Morris Raymer

Received by: Hia C Date: 3-16-2021



Basket Ball
Court #1

District Office <office@bayshoregardens.org>

Fwd: Contract Bayshore Gardens Recreation Center

Oneco Concrete & Asphalt, Inc. <onecoconcrete@gmail.com>
To: office@bayshoregardens.org

Tue, Nov 24, 2020 at 12:28 PM

This is the proposal I sent back in 2019.
The concrete is going up \$6.00 per CY on January 1st so the price will change.

Pam Jeffers
Oneco Concrete & Asphalt, Inc.
P.O. Box 367
Oneco, FL 34264
941-744-9417 office
941-749-5919 fax

----- Forwarded message -----

From: **Oneco Concrete (via Google Docs)** <onecoconcrete@gmail.com>
Date: Thu, May 23, 2019 at 5:42 AM
Subject: Contract Bayshore Gardens Recreation Center
To: <onecoconcrete@gmail.com>
Cc: <jimbayshore19@yahoo.com>

onecoconcrete@gmail.com has attached the following document:

 **Contract General.docx**




Attached please find the above referenced.
If you have any questions please feel free to call.

Thank You

Oneco Concrete & Asphalt, Inc.

This is a courtesy copy of an email for your record only. It's not the same email your collaborators received. [Click here to learn more.](#)

Google™

 **Contract General.docx.pdf**
96K

ONECO CONCRETE & ASPHALT, INC.

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



| | | |
|--|-------------------------|----------------------------|
| Submitted To: Bayshore Gardens Recreation Center | | Date: May 23, 2019 |
| Address: 6919 26th St. West | | Job Name: Basketball Court |
| City & State: Bradenton, FL | Telephone: 813-810-9767 | |

We hereby submit specifications and estimate for: Basketball Court

Remove existing basketball court 600 S.Y. and haul out debris. Compact existing base adding fill as needed to level. Form, prep, pour and finish 4" thick 3000 PSI Concrete with wire on 5407 S.F. Saw cut control joints and cleanup job site. 5407 S.F. @ 6.50 \$35,145.50

Fence to be removed by others.

Striping of court not included.

Concrete Patio

Remove 378 S.F. of concrete and excavate 1682 S.F. for new concrete. Haul out debris. Compact existing base material. Form, prep, pour and finish 4" thick 3000 PSI Concrete with wire on 2060 S.F. Includes 98 L.F. of 8" X 8" footer with 1 #5 rebar \$14,600.00

Permit is included owner to supply survey

Authorized Signature:

ACCEPTANCE OF PROPOSAL

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

Authorized Signature: _____

Date:

Terms and Conditions

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

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

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

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

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

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

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

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

MC01082 CBC1260597

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

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

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

JURISDICTION AND VENUE. The parties acknowledge that a majority of the negotiations, anticipated performance and execution of the Agreement occurred or shall occur in Manatee County, Florida. Any civil action or legal proceeding arising out of this Agreement shall be brought only in the courts of records of the State of Florida in Manatee County or the United States District Court, Middle District of Florida, Tampa Division. Each party consents to the exclusive jurisdiction of such court in any such civil

action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such manner as may be provided under applicable laws, rules or procedures or local rules.

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

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

AMENDMENT. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement. More specifically, any deviations from the specifications or modification of the terms of this Agreement and any extra or incidental work, or reduction in work, shall be specifically set forth in writing and signed by both parties prior to the proposed change taking effect. Any increase or decrease in the contract price resulting from such change(s) of the work shall be included within such writing.

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

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

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

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

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

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

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

Proposal

Basket Ball Court #2

ASPHALT MAINTENANCE

"DONE RIGHT THE FIRST
TIME - ON TIME"

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

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

| | | |
|--|-------------------------------------|----------------------------|
| PROPOSAL SUBMITTED TO BAYSHORE GARDENS PARK & RECREATION | PHONE 755-1912 | FAX |
| STREET 6919 26TH STREET WEST | JOB NAME BASKETBALL COURT | |
| CITY, STATE AND ZIP CODE BRADENTON, FL 34207 | JOB LOCATION | |
| ATTENTION GIA CRUZ | DATE 12-4-20 | GUARANTEE 1 YEAR |

EXCAVATE EXISTING BASKETBALL COURT AND INSTALL 8 INCHES OF
CRUSHED CONCRETE BASE, 670 SQUARE YARDS. \$ 22,480.00

LAY AND COMPACT 1.5 INCHES OF TYPE S-III ASPHALT, 670 SY. \$ 8,600.00

OPTION:

CLEAN, TACK LAY AND COMPACT TO 1.25 INCHES OF TYPE S-III ASPHALT
ON BOTH COURTS, 1,010 SQUARE YARDS. \$ 10,180.00

NOTE: OWNER TO REMOVE FENCE AS NECESSARY.

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

THIRTY ONE THOUSAND EIGHTY dollars (\$ **31,080.00**)

Payment to be made as follows:

UPON COMPLETION

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

Authorized Signature DAVE KAMPS

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

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

Signature _____

Date of Acceptance: _____

Signature _____



Basket Ball
Court #3

Family owned and operated with over 30 Years of experience!

- . Striping . Subdivisions . Parking Lots . Residential . Commercial
- . Driveways . Repair Work . Seal Coating . Athletic courts . Pot holes

Proposal

| Date: 3-16-21 | Job name: |
|--|--|
| Company: Bayshore Gardens | Job Location: 6919 26th St W |
| Contact Person: Gia Cruz | Contact Number: 941-755-1912 |
| Fax: | Email: office2bayshoregardens.org |
| Description | Amount |
| <p>Tear out all asphalt and concrete (up to 4") in a 90' x 130' area. Core same area out for 6" of crushed concrete base, compacted. Shape and pave with a 1.5" type S3 asphalt mat.</p> <p>**If we hit rebr or wire mesh in the concrete it will add \$3,000 to the job for extra labor and excavator time. We wont know whats in the concrete until we start tearing it out.</p> | \$29,875.00 |
| Total | \$29,875.00 |

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

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

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

Signature _____

Date _____

Signature _____