

Agenda
Bayshore Gardens Park & Recreation District
Board of Trustee Work Session
Wednesday; September 15, 2021 @ 7:00 P.M.

1. Roll Call
2. Call to Order
3. Pledge to Flag
4. Trustee Committee Reports:
 - Recreation (Belle) - Alternative Venue for Sprinkle Park
 - Recreation (Belle) - Additional Items Discussed (If Any)
 - Marina (Morris) - Electrical
 - Marina (Morris) - Additional Items Discussed (If Any)
 - Policy & Procedure (Melanie) - Marina Boat Ramp Access to Non-Resident - 1019PNR
 - Policy & Procedure (Melanie) - Non-Resident Gate Parking Agreement - 1019NRC
 - Policy & Procedure (Melanie) - Employee Complaint Form - 1014ECF
 - Policy & Procedure (Melanie) - Clubs and Organization Policy Items -1020P, 1020KF, 1020F1, and 1020F2
 - Policy & Procedure (Melanie) - Additional Items Discussed (If Any)
 - Personnel & Salaries (Terry) - Maintenance Duties
 - Personnel & Salaries (Terry) - Additional Items Discussed (If Any)
 - House & Grounds (Barbara Susdorf) - Walking Trails
 - House & Grounds (Barbara Susdorf) - Tree Trimming
 - House & Grounds (Barbara Susdorf) - Clear Right Side Beach Area
 - House & Grounds (Barbara Susdorf) - Additional Items Discussed (If Any)
5. Agenda Motion - Belle - Board Micromanagement
6. Additional Items as Needed

(Resident comments agenda item 3 minutes)
7. Adjournment

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

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

**BAYSHORE GARDENS PARK AND RECREATION DISTRICT
MARINA RAMP ACCESS CONTRACT**

**ANNUAL CONTRACT
RESIDENTS ONLY 1019A**

Key FOB # _____ Key FOB # _____ Key FOB # _____
Decal # _____ Decal # _____ Decal # _____

I accept and understand the Rules and Regulations below. I also understand that I must follow all posted marina ramp rules. Violations of the Rules controlling marina use and fob use may result in suspension or loss of privileges.

1. Copy of current vessel, trailer and vehicle registration, drivers' license, and proof of insurance on the towing vehicle, must be presented at the time of application for a key FOB.
2. A maximum of three (3) key FOBs are permitted per household per tow vehicle. Person in household obtaining key FOB must come into the District Office and show proper identification and proof of residence. If the identification does not reflect a Bayshore Gardens address, a lease or deed must be presented for residency verification.
3. Key FOBs are solely for the use of those assigned the FOB. Unauthorized transfer, including lending of FOB, will result in suspension and/or loss of privileges.
4. Key FOBs are done on a fiscal year from October 1st through September 30th. Failure to renew prior to expiration date will result in your key FOB being deactivated. FOB will be reactivated upon contract renewal completion. Expiration of FOBs is posted on the marina north gate and will be noted in the Bayshore Banner 30 days preceding the expiration date. **(Adjusted rate of \$10 per month plus tax for June 1 thru September 30th.)**
5. A Bayshore Gardens parking decal will be issued with each key FOB ~~upon approval of the application~~. The decal must be **permanently** displayed on the lower, ~~front exterior~~ **rear** windshield of **on** the driver's side of the registered vehicle. ~~The decal must be fixed on the windshield. A decal displayed on the dashboard or somewhere other than permanently fixed on the windshield is considered a violation of this contract.~~ Vehicles and trailers parked behind the marina gates MUST display the parking permit to park in the secured area. Key FOB holders may obtain additional parking decals upon request, no more than a maximum of three (3) may be issued to a household. ~~Vehicles not registered with the office and/or not properly displaying the numbered parking decal are subject to being towed at owner's expense.~~
6. No boats, attached to the towing vehicle, are permitted to be stored on trailers in the secured marina area at any time. ~~Vehicles in the secured parking area of the marina MUST display a parking permit.~~
7. Resident's guests are encouraged to park outside of the secured area. ~~Vehicles NOT displaying a parking permit are subject to being towed at the owner's expense.~~

A COPY OF DRIVERS LICENSE, CURRENT VESSEL, TRAILER AND VEHICLE REGISTRATION AND VALID PROOF OF INSURANCE ARE REQUIRED TO BE ATTACHED TO THIS CONTRACT. THESE DOCUMENTS ARE INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS CONTRACT. LOSS OF RESIDENCY WITHIN BAYSHORE GARDENS TERMINATES FOB/RAMP ACCESS PRIVILEGES.

I ACKNOWLEDGE THE TERMS OF THIS CONTRACT AND AGREE TO ADHERE. I FURTHER UNDERSTAND THAT IT IS MY RESPONSIBILITY TO PROVIDE THE DISTRICT OFFICE WITH CURRENT REGISTRATIONS AND INSURANCE DOCUMENTS UPON EXPIRATION. FAILURE TO PROVIDE THE DISTRICT OFFICE WITH CURRENT DOCUMENTS MAY RESULT IN DEACTIVATION OF FOB UNTIL PROVIDED. _____ initial.

I UNDERSTAND AN ANNUAL FEE (SEE RATE SCHEDULE) PER FOB WILL BE CHARGED FOR THE RAMP ACCESS. REPLACEMENT COST OF FOB IS \$10.00 plus tax. LOST KEY FOBs WILL BE DEACTIVATED. IF FOUND, NO REIMBURSEMENT WILL BE ISSUED.

Print Name: _____ Telephone: _____
Address: _____ Email: _____
Signature _____ Date: _____
Office: _____ Date: _____ Approved: 6/19/18 Eff. date 9/17/19

MARINA BOAT RAMP ACCESS TO NON-RESIDENT

Only 20 contracts to Non-Residents will be issued in a fiscal year. They are not prorated or refundable. The District Office shall maintain a list of those FOB's issued to Non-Residents and shall not exceed the Board approved 20 FOBs.

Fobs to the gates at the Marina will be issued to Non-residents of Bayshore Gardens to access the Boat Ramp only. The FOB'S are for the use of the boat owner and are non-transferable.

The District Office shall number the contracts when issued and maintain a log of those Contract numbers, Name of Non Resident and FOB numbers.

Guests of the Non-Resident will not be allowed to park behind the gates of the Marina.

Approved _____

Revised _____

Effective _____

FOB # _____

Decal # _____ Decal # _____ Decal # _____

**BAYSHORE GARDENS PARK AND RECREATION DISTRICT
NON RESIDENT GATED PARKING AGREEMENT**

Contract # _____ 1019 NRC

As A Non-resident of Bayshore Gardens a Special Tax District, I accept and understand the Rules and Regulation below and will produce documents required: I will be provided a copy of the Marina Rules and I understand those rules are a part of this agreement. The fiscal year for this agreement is October 1st thru September 30th. These contracts are not subject to being prorated and are non-refundable.

1. Copy of my current vessel/trailer registration, drivers' license, and proof of insurance on the vehicle, must be presented at the time of request for a FOB. Vehicle must be registered in my name and address.
2. One FOB per application
3. FOB is solely for the use of the contracted holder. Unauthorized or misuse of card will necessitate deactivation of the FOB. Loaning of gate FOB to unauthorized person will void contract. No refund will be issued for unused contract.
4. FOB held by owner trailering in their boats are subject to renewal yearly on October 1st. No notices will be sent out. Notices will be posted at the Marina gates, the launch ramp and published in the Bayshore Banner. Rates may be reviewed and increased on an annual basis.
5. A numbered Bayshore Gardens parking decal will be issued with each FOB. The decal must be displayed on the outside of back windshield of the registered vehicle. FOB holders may obtain additional parking decals. The same registration documentation, as cited in 1 above is required for each vehicle issued a decal. Tow vehicle not registered with the office and/or not displaying the proper numbered parking decal are subject to being impounded at owner's expense. Guests will not be allowed to park in Marina. (Past FOB gate)

THE RULES ABOVE WILL BE STRICTLY ENFORCED. I HAVE READ AND FULLY UNDERSTAND THE ABOVE RULES AND AGREE TO ABIDE BY THEM. I FURTHER UNDERSTAND AN ANNUAL FEE OF \$400.00 plus tax PER FOB WILL BE CHARGED TO NON RESIDENT, TRAILERED BOAT OWNERS (non-slip holders). Lost FOB replacement will be \$100.00 and original FOB will be deactivated. Copy of Marina Rules 1005 MRR have been provided and are a part of this agreement.

Signature _____ Date _____

Print Name _____ Telephone _____

Address _____ Email _____

Trailer tag # _____ Vehicle Tag # _____

ATTACH A COPY OF DRIVERS LICENSE, AND PROOF OF INSURANCE

Accepted by District Representative _____

Approved _____ Revised _____

**BAYSHORE GARDENS PARK AND RECREATION DISTRICT
MARINA VESSEL SLIP RATES**

1005 RATE

EXAMPLES: additional sizes multiply length of vessel X rate X 12 month plus 7% tax.
 THE EXAMPLES BELOW OF THE ANNUAL MARINA RATES INCLUDES TAX OF 7%
 Per foot 4.00 PLUS TAX 6.50 PLUS TAX 9.00 PLUS TAX

	RESIDENT	NON-RESIDENT OWNER	NON-RESIDENT
Length			
20 ft	1027.20	\$1669.20	\$2311.20
24 ft	\$1232.64	\$2003.04	\$2,773.44
26 ft	\$1,335.36	\$2169.96	\$3004.56

30 ft	\$1540.80	\$2503.80	\$3466.80
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RATES PER FOOT APPROVED APPROVED 11/20/18 Effective 10/1/18 Sharon Denson
 Revised _____

BAYSHORE PARK AND RECREATION DISTRICT

FOB ANNUAL RATE SHEET

1026 FOB RATE

POOL

RESIDENT ONLY \$20.00 ANNUAL FEE PLUS TAX

BOAT RAMP

RESIDENT ONLY \$90.00 ANNUAL FEE PLUS TAX

NON RESIDENT \$400.00 ANNUAL FEE (LIMIT 20 CONTRACTS)

MARINA

WITH CONTRACT FIRST FOB IS FREE

ADDITIONAL FOB'S PER CONTRACT @ \$90.00 EACH PLUS TAX.

WORK AREA

RESIDENT/SLIP HOLDER \$40.00 PLUS TAX TO BE REFUNDED WHEN JOB COMPLETE AND FOB RETURNED

RECREATION HALL

RESIDENT FOB RENTAL FOR EVENT \$40.00 PLUS TAX TO BE REFUNDED WHEN INSPECTION COMPLETE AND FOB RETURNED.

NON-RESIDENT FOB RENTAL FOR EVENT \$80.00 PLUS TAX TO BE REFUNDED WHEN INSPECTION COMPLETE AND FOB RETURNED.

Approved 8/25/21

Revised _____

Effective _____



Olive Branch Enterprises of Florida Inc.
 2904 45th Street East
 Bradenton, FL 34208 US
 941-748-5030
 general@olivebranchtreecare.com
 http://www.olivebranchtreecare.com

"...for your tree's every need."

Estimate

ADDRESS

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

ESTIMATE # 6034

DATE 09/09/2021

SALES REP

Jared Allman

ACTIVITY	QTY	RATE	AMOUNT
Palm Tree Trimming This price reflects trimming the 113 Palms every 6 months. - trim at 9-3 - remove the seedpods - trim the boots	113	22.00	2,486.00
Tree Trimming Beach access road on the SW side of the property - trim back everything hanging back to the rail road ties - raise the canopy to 14ft	1	875.00	875.00

TOTAL **\$3,361.00**

Accepted By

Accepted Date



Terry's Tree Service of SW FL LLC

4304 Lorraine Rd
Bradenton, FL 34211
941-748-4484

Proposal #16101

Created: 09/09/2021
From: Travis Newell

Proposal For

Bayshore Gardens Park & Recreation

6919 26th Street West
Bradenton, FL 34207

main: 941-755-1912
mobile: 941-524-6016
office@bayshoregardens.org

Location

6919 26th St W
Bradenton, FL 34207

Terms

Due Upon Receipt

ITEM DESCRIPTION	QUANTITY	AMOUNT
1) Tree Trimming - Assorted Trees Pruning all palms throughout property: * Prune properly * Remove seed pods	147	\$ 9,555.00
2) Tree Trimming - Assorted Trees Roadway near Main building: * Cut back sides for large truck clearance	1	\$ 1,250.00

TOTAL	\$ 10,805.00
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All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. All pruning will be done according to ANSI 300 Pruning Standards. Balances not paid by the due date are subject to late fees. We accept cash, check, credit card or PayPal payments.

Signature

x

Date:

Please sign here to accept the terms and conditions



TERRY'S
TREE SERVICE

TERMS AND CONDITIONS

It is agreed by and between Terry's Tree Service of SW FL LLC and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of this contract:

INSURANCE BY CONTRACTOR TERRY'S TREE SERVICE OF SW FL LLC warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by Workers' Compensation as required by law. Certificates of coverage are available upon request.

CANCELLATION FEE: Terry's Tree Service of SW FL LLC kindly requests that the authorizing party provide at least 24 hours advance notice of any full or partial work cancellation. If a crew has been dispatched to the job site, the customer will be assessed a mobilization fee of \$300.00 for incurred expenses.

COMPLETION OF CONTRACT TERRY'S TREE SERVICE OF SW FL LLC agrees to do its best to meet any agreed upon performance dates, but shall not be liable in damages or otherwise delays because of inclement weather, labor or any other cause beyond its control; nor shall the customer be relieved of completion for delays.

TREE OWNERSHIP: The authorizing party warrants that all trees listed are located on the customer's property, and if not, that the authorizing party has received full permission from the owner to allow Terry's Tree Service of SW FL LLC to perform specified work. Should any tree be mistakenly identified as to the ownership, the customer agrees to indemnify Terry's Tree Service of SW FL LLC, for any damages or costs incurred from the result thereof.

SAFETY: Terry's Tree Service of SW FL LLC, warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standards. The authorizing party agrees to not enter the work area during arboricultural operations unless authorized by the crew leader on site.

STUMP REMOVAL: Unless specified in the proposal, stump removal is not included in the price quoted. Grindings from stump removal are hauled away unless specified in this proposal. Surface and subsurface roots beyond the stump are not removed unless specified in this proposal.

CONCEALED CONTINGENCIES: Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or caused by previously unknown foreign material in the trunk, the branches, underground or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and material basis.

CLEAN-UP: Clean-up shall include removing wood, brush and clippings, and raking of the entire area affected by the specified work, unless noted otherwise on this proposal.

LAWN REPAIR: Terry's Tree Service of SW FL LLC will attempt to minimize all disturbances to the customer's lawn. Lawn repairs are NOT included in the contract price, unless noted otherwise on this proposal.

DRIVEWAY REPAIR: Terry's Tree Service of SW FL LLC will take all necessary precautions to mitigate risk however we do not know the underground conditions of the driveway. Driveway is defined as concrete ,pavers etc... Repairs are NOT included in the contract price and Terry's Tree Service of SW FL LLC will NOT be liable for damages.

TERMS OF PAYMENT: Unless otherwise noted in this proposal, the customer agrees to pay the account in full at the completion of the work unless prior arrangements have been made. Failure to remit full payment within the payment term will result in a finance charge of 15% per month.

RETURN CHECK FEE: There will be a \$45.00 fee charged for all checks returned to our office to non-sufficient funds.

STUMP GRINDING/ PLANTING/ ROOT PRUNING DISCLAIMER: Terry's Tree Service of SW FL LLC is NOT LIABLE for any damage done to underground utilities/lighting/irrigation/water/cable or anything else that may be underground around the stump grinding area. We take every precaution to ensure no damage will be done, however once our machines go underground it is impossible for us to see and know what lies beneath. Our goal is to make this process as smooth and safe as possible for our clients and in no way intend to damage underground utilities. We have secured a utility locate for the area surrounding your stump, planting or root pruning area to better assist us. The utility locate is simply used as a guideline and does not guarantee that no damage will occur.

By signing the proposal, Terry's Tree Service of SW FL LLC is NOT LIABLE for any damage done to underground utilities/lighting/irrigation/water/cable or anything else that may be underground around the stump grinding, root pruning or planting area AND you agree/acknowledge all the other terms and conditions.

Thank you for making Terry's Tree Service your tree care specialist of choice!

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: ^{BOARD} MICRO-MANAGEMENT Meeting Date: 9/15/2021

Type of Meeting: _____ Workshop Board Meeting _____

Motion: _____ Discussion: (check one)

Rationale for Request: SEEMS LIKE THE BOARD IS ACTING
ON ITEMS THAT COULD BE/HAVE BEEN THE
RESPONSIBILITY OF THE MANAGER

Estimated Costs to District (if applicable)

No \$

Attachments/Supporting documents: None:

Board Trustee: Anita Belle Baxter Date: SEPT. 7, 2021

Print Name: ANITA BELLE BAXTER

Received by: [Signature] Date: 9/7/2021