

Agenda
Bayshore Gardens Park & Recreation District
Board of Trustees Meeting
July 22, 2020 @ 7 P.M.

1. Roll Call, Establish a Quorum
2. Call to Order
3. Pledge to flag
4. Approval of Minutes: June 11th Budget Hearing Meeting, June 17th BOT Meeting, June 24th Budget Hearing Continued Meeting and July 8th Work Session
5. Treasurer's Report
6. Approve Resolutions:
 - A. Resolution 2020-03 Adopting the Annual Budget
 - B. Resolution 2020-04 Levying Annual Assessment
7. Motion: Terry Zimmerly - Hire Dockmaster
8. Motion: Jim Frost – Pool Pay Scale 1010PS
9. Motion: Jim Frost - Beach Gate Keypad
10. Motion: Jim Frost – Marina Asphalt
11. Motion: Jim Frost – Seeding Ballfield
12. Motion: Terry Zimmerly – Staff Holidays
13. Motion: Terry Zimmerly – District Office Manager
14. Office Manager Report
15. Motion: Terry Zimmerly – Update Employee Manual
16. Motion: Terry Zimmerly – Reinstate Committees
17. Motion: Terry Zimmerly – New Sign
18. Motion: Terry Zimmerly & Steve Watkins – Screen Room
19. Motion: Terry Zimmerly – Disposal of Surplus Property
20. Motion: Steve Watkins – FPL Electrical in Marina
21. Motion: Steve Watkins – Hall Acoustics
22. Motion: Steve Watkins – Maintenance Equipment
23. Motion: Steve Watkins – Marina Work Area
24. Motion: Steve Watkins – Park Entrance Sign
25. Motion: Steve Watkins – Woodshop Dust Collectors
26. Motion: Steve Watkins – Missing Plaques/Drawings
27. Motion: Steve Watkins – Stolen Property
28. Motion: Steve Watkins – Meeting Decorum Policy 1025P
29. Motion: Steve Watkins – Private Property Signs
30. Resignation of Board Members
31. Additional Agenda Items as Needed

(Resident comments agenda item 3 minutes)

32. Adjournment

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

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

Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance
June 2020

	Jun 20	Budget	Oct '19 - Jun 20	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
4000 · Assessments					
4005 · Property Tax	24,934.65	42,939.00	500,850.03	386,451.00	515,268.00
4006 · Commission fees	-748.04	-1,291.66	-14,696.87	-11,625.02	-15,500.00
4007 · Excess fees (Excess commission fees)	0.00		3,415.48	0.00	0.00
Total 4000 · Assessments	24,186.61	41,647.34	489,568.64	374,825.98	499,768.00
4100 · Rent					
4111 · Screen Room Rental	25.00	83.34	400.00	749.99	1,000.00
4120 · Hall Rentals	25.00	1,666.67	5,224.70	14,999.99	20,000.00
4150 · Marina Rentals					
4151 · Slip Rental					
4152 · Resident slip rentals	476.55	3,283.33	19,954.70	29,550.01	39,400.00
4153 · Non Resident slip rentals	1,316.89	7,750.00	51,746.94	69,750.00	93,000.00
4155 · Short Term Slip Rental	0.00	25.00	0.00	225.00	300.00
4158 · Homeowner-Non Resident	0.00	83.33	2,857.25	750.01	1,000.00
4160 · Marina Relocation Fee	0.00		75.00		
Total 4151 · Slip Rental	1,793.44	11,141.66	74,633.89	100,275.02	133,700.00
4154 · Small Boat Area	0.00	166.67	2,112.00	1,499.99	2,000.00
4156 · Trailer Space Rental	96.00	250.00	3,552.00	2,250.00	3,000.00
4157 · Gate Keys	320.00	500.00	8,160.00	4,500.00	6,000.00
4805 · late fees	0.00	33.33	0.00	300.01	400.00
4825 · Work Area/Pressure Washer	250.00	75.00	590.00	675.00	900.00
Total 4150 · Marina Rentals	2,459.44	12,166.66	89,047.89	109,500.02	146,000.00
Total 4100 · Rent	2,509.44	13,916.67	94,672.59	125,250.00	167,000.00
4300 · Pool					
4360 · Pool FOB	110.00		400.00		
Total 4300 · Pool	110.00		400.00		
4400 · Donations					
4405 · General Donations	0.00		0.00	0.00	0.00
Total 4400 · Donations	0.00		0.00	0.00	0.00
4500 · Publications					

**Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance
June 2020**

	Jun 20	Budget	Oct '19 - Jun 20	YTD Budget	Annual Budget
4520 · Banner - Subscriptions	0.00		0.00	0.00	0.00
4530 · Banner - Classified Ads	0.00	416.67	20.00	3,749.99	5,000.00
4540 · Banner - Refund/Reimbsmt Income	32.10		32.10		
Total 4500 · Publications	32.10	416.67	52.10	3,749.99	5,000.00
4600 · Interest Income (Interest Income)	18.87	416.66	8,644.87	3,750.02	5,000.00
4800 · Miscellaneous Income					
4802 · Office Services	16.80		100.80		
4815 · Insurance Refunds	0.00		0.00		
4830 · Over/Short	0.00		0.01		
4800 · Miscellaneous Income - Other	0.00	83.33	0.00	750.01	1,000.00
Total 4800 · Miscellaneous Income	16.80	83.33	100.81	750.01	1,000.00
Total Income	26,873.82	56,480.67	593,439.01	508,326.00	677,768.00
Gross Profit	26,873.82	56,480.67	593,439.01	508,326.00	677,768.00
Expense					
5000 · Administration Expenses					
5100 · Wages, Taxes and Fees					
5120 · Wages - Administration	9,115.18	5,166.67	57,128.55	46,499.99	62,000.00
5130 · Wages - Maintenance	8,601.50	9,315.00	83,832.29	83,835.00	111,780.00
5132 · Wages - Dockmaster	0.00	750.00	5,600.00	6,750.00	9,000.00
5133 · Marina Project Manager	0.00	208.33	0.00	1,875.01	2,500.00
5135 · Wages - Pool	0.00	4,750.00	5,306.94	42,750.00	57,000.00
5170 · Health Insurance Compensation	525.00	416.67	4,350.00	3,749.99	5,000.00
5210 · FICA-941 Taxes	774.58	1,500.00	9,954.92	13,500.00	18,000.00
5215 · Unemployment Taxes	0.00	50.00	332.68	450.00	600.00
5330 · Hall Monitor	0.00	0.00	432.50	0.00	0.00
5450 · Cell Phone	0.00	25.00	0.00	225.00	300.00
5610 · Accounting Fees	1,500.00	3,250.00	10,137.50	29,250.00	39,000.00
6080 · Travel Mileage	0.00	41.67	51.04	374.99	500.00
Total 5100 · Wages, Taxes and Fees	20,516.26	25,473.34	177,126.42	229,259.98	305,680.00
Total 5000 · Administration Expenses	20,516.26	25,473.34	177,126.42	229,259.98	305,680.00
5200 · Marina Expense					
5250 · Property Tax	0.00		4,758.66	0.00	0.00

Bayshore Gardens Park & Recreation District Profit & Loss Budget Performance

June 2020

	Jun 20	Budget	Oct '19 - Jun 20	YTD Budget	Annual Budget
5570 · Small Boat Area	0.00		0.00	0.00	0.00
5575 · Marina Repair/Maintenance	362.10	166.67	1,262.38	1,499.99	2,000.00
Total 5200 · Marina Expense	362.10	166.67	6,021.04	1,499.99	2,000.00
5300 · Security					
5310 · Security Systems	0.00		174.63		
5311 · Security Camera R&M	0.00		231.62	0.00	0.00
5320 · Gate Closing Expense	0.00	114.58	750.00	1,031.26	1,375.00
5335 · Key Fobs	0.00	52.08	0.00	468.76	625.00
5300 · Security - Other	0.00		0.00		
Total 5300 · Security	0.00	166.66	1,156.25	1,500.02	2,000.00
5400 · Utilities					
5410 · Electric	1,342.07	1,500.00	10,692.13	13,500.00	18,000.00
5420 · Water/Sewer	1,234.98	1,416.67	10,198.01	12,749.99	17,000.00
5430 · Telephone/Pager/Cable/Web	376.32	333.33	2,950.48	3,000.01	4,000.00
5440 · Gas/Propane	0.00	83.33	212.19	750.01	1,000.00
Total 5400 · Utilities	2,953.37	3,333.33	24,052.81	30,000.01	40,000.00
5500 · Building and Grounds					
5511 · Professional/Contract Services	565.88	816.67	10,734.35	7,349.99	9,800.00
5512 · Repairs, Maintenance & Supplies	557.78	583.33	6,730.77	5,250.01	7,000.00
5515 · Janitorial and Cleaning	593.05	416.67	2,341.99	3,749.99	5,000.00
5516 · Gasoline (Grounds machinery fuel)	37.21	58.33	233.12	525.01	700.00
5520 · Maintenance Equipment	1,175.26	250.00	2,132.63	2,250.00	3,000.00
5530 · Pest Control	0.00	250.00	648.42	2,250.00	3,000.00
5560 · Landscaping	1,286.54	833.33	22,612.80	7,500.01	10,000.00
5580 · Pool Maintenance	390.96	416.67	768.54	3,749.99	5,000.00
5585 · Pool Repair/Replacement	0.00		27.99	0.00	0.00
5590 · Pool Chemicals	658.50	1,333.33	5,559.84	12,000.01	16,000.00
5683 · Certification Reimbursement	125.00	166.67	290.00	1,499.99	2,000.00
6500 · Playground Expense	0.00	208.33	0.00	1,875.01	2,500.00
Total 5500 · Building and Grounds	5,390.18	5,333.33	52,080.45	48,000.01	64,000.00
5600 · Other Administration Expense					
5519 · Leased Equipment	0.00		408.15	0.00	0.00

Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance
June 2020

	Jun 20	Budget	Oct '19 - Jun 20	YTD Budget	Annual Budget
5650 · Postage	755.90	41.67	833.20	374.99	500.00
5660 · Legal Fees	3,764.99	833.33	17,392.43	7,500.01	10,000.00
5665 · Seminars, Training and Fees	74.99	83.33	590.19	750.01	1,000.00
5670 · Office Supplies/Expenses	952.56	416.66	6,725.00	3,750.02	5,000.00
5680 · Audit Fees	0.00	1,000.00	11,700.00	9,000.00	12,000.00
5682 · Organizational Fees and License	0.00	125.00	1,550.00	1,125.00	1,500.00
5686 · Website Maintenance	100.00	125.00	1,042.34	0.00	0.00
5690 · Advertising	0.00	125.00	2,034.15	1,125.00	1,500.00
6020 · Bank Fees	460.31	500.00	5,562.80	4,500.00	6,000.00
6040 · Trustee Election	0.00	375.00	4,352.95	3,375.00	4,500.00
Total 5600 · Other Administration Expense	6,108.75	3,499.99	52,191.21	31,500.03	42,000.00
5630 · Insurance-Business					
5631 · Insurance - Liability	2,168.75	750.00	8,248.25	6,750.00	9,000.00
5632 · Insurance - Workers Compensatio	3,411.75	1,166.67	12,578.25	10,499.99	14,000.00
5633 · Insurance - Auto Liability	40.00	16.67	120.00	149.99	200.00
5634 · Insurance -Property	4,692.75	1,566.67	14,078.25	14,099.99	18,800.00
5635 · Insurance - Flood	0.00	833.33	6,465.00	7,500.01	10,000.00
Total 5630 · Insurance-Business	10,313.25	4,333.34	41,489.75	38,999.98	52,000.00
5700 · Publications Expense					
5710 · Banner - Commissions	0.00	125.00	0.00	1,125.00	1,500.00
5711 · Banner composition	570.00	416.68	2,580.00	3,749.96	5,000.00
5720 · Banner - Printing Costs	137.27	833.34	461.22	7,499.98	10,000.00
5740 · Banner - Paper Delivery	54.45	250.00	840.20	2,250.00	3,000.00
5750 · Banner - Office Supplies					
5752 · Office supplies	0.00		36.00	0.00	0.00
5750 · Banner - Office Supplies - Other	0.00		0.00	0.00	0.00
Total 5750 · Banner - Office Supplies	0.00	0.00	36.00	0.00	0.00
5760 · Banner - Miscellaneous Expenses					
5761 · Tide Tables	0.00	20.83	0.00	187.51	250.00
5762 · King Features	0.00	20.83	0.00	187.51	250.00
5760 · Banner - Miscellaneous Expenses - Other	0.00		0.00	0.00	0.00
Total 5760 · Banner - Miscellaneous Expenses	0.00	41.66	0.00	375.02	500.00

Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance
June 2020

	<u>Jun 20</u>	<u>Budget</u>	<u>Oct '19 - Jun 20</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Total 5700 · Publications Expense					
5800 · District Recreation	761.72	1,666.68	3,917.42	14,999.96	20,000.00
5830 · Expenses -	0.00	833.32	294.94	7,500.04	10,000.00
Total 5800 · District Recreation	0.00	833.32	294.94	7,500.04	10,000.00
5880 · Concession Stand	0.00	0.00	0.00	0.00	0.00
5885 · Depreciation Expense	0.00	0.00	0.00	0.00	0.00
5900 · Capital Layout					
5901 · ADA Lift for Pool	0.00	0.00	0.00	0.00	0.00
5902 · ADA Compliant Ramp for Rec Ctr	0.00	0.00	0.00	0.00	0.00
5903 · Sheds to Replace Porta Potty	0.00	0.00	0.00	0.00	0.00
5904 · Resurface Breezeway	0.00	1,383.58	0.00	12,452.26	16,603.00
5906 · Fishing Pier Repair	0.00	0.00	0.00	0.00	0.00
5907 · Pickleball Crt @ Basketball Crt	0.00	0.00	0.00	0.00	0.00
5908 · Add Heat to AC	0.00	0.00	0.00	0.00	0.00
5909 · Screen Room Repair	0.00	2,500.00	0.00	22,500.00	30,000.00
5911 · Rec Hall Repairs	748.48	745.42	3,633.61	6,708.78	8,945.01
5912 · Automatic Gate to the Beach	1,750.00	0.00	1,750.00	0.00	0.00
5913 · Splash Park	0.00	0.00	0.00	0.00	0.00
5914 · Dog Park	0.00	0.00	0.00	0.00	0.00
5916 · Lighting Basketball Court	0.00	0.00	0.00	0.00	0.00
5917 · Pool ADA Bathrooms	0.00	0.00	0.00	0.00	0.00
5918 · Lighting Pool	0.00	0.00	0.00	0.00	0.00
5921 · Capital Layout - Marina Project	311.16	0.00	1,983.97	84,540.00	84,540.00
Total 5900 · Capital Layout	2,809.64	4,629.00	7,367.58	126,201.04	140,088.01
5960 · Marina Construction					
5961 · Marina Contractors	0.00	0.00	0.00	0.00	0.00
Total 5960 · Marina Construction	0.00	0.00	0.00	0.00	0.00
6000 · Miscellaneous Expenses					
6010 · Over/Short Expenses	0.00	0.00	0.00	0.00	0.00
6000 · Miscellaneous Expenses - Other	0.00	0.00	0.00	0.00	0.00
Total 6000 · Miscellaneous Expenses	0.00	0.00	0.00	0.00	0.00
6900 · Uncategorized Expenses	0.00	0.00	0.00	0.00	0.00

Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance
June 2020

	Jun 20	Budget	Oct '19 - Jun 20	YTD Budget	Annual Budget
7500 · Bad Debt	0.00		9,481.66		
9010 · Bank Service Charges	22.75		150.50		
Total Expense	49,238.02	49,435.66	375,330.03	529,461.06	677,768.01
Net Ordinary Income	-22,364.20	7,045.01	218,108.98	-21,135.06	-0.01
Other Income/Expense					
Other Income					
10000 · Sales Tax Discount	8.11		94.16	0.00	0.00
Total Other Income	8.11		94.16	0.00	0.00
Other Expense					
2175 · Penalties	0.00		0.00	0.00	0.00
9500 · Non-Budgeted Expense	6,974.90		55,799.20		
Total Other Expense	6,974.90		55,799.20	0.00	0.00
Net Other Income	-6,966.79		-55,705.04	0.00	0.00
Net Income	-29,330.99	7,045.01	162,403.94	-21,135.06	-0.01

Bayshore Gardens Park & Recreation District

07/16/20

Balance Sheet

Accrual Basis

As of June 30, 2020

	<u>Jun 30, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · Checking-Operating 5/3 2537	121,282.87
1004 · Petty Cash - District	350.00
1005 · Escrow Account 5/3 - 3919	35,750.00
1006 · Checking-Payroll 5/3 2545	22,632.15
1016 · Savings - Operating 5/3 4032	95,508.59
1019 · Savings Reserves 5/3 5013	
1021 · Reserve Fund-Roofing	6,607.39
1022 · Reserve Fund-Hall Upgrade	43,438.20
1024 · Reserve Fund - Wood Shop Exp	800.00
1026 · Reserve Fund-Park/Landscaping	4,252.09
1027 · Reserve Fund- Parking Lot	5,267.19
1032 · Reserve Fund - Marina	10,799.41
1019 · Savings Reserves 5/3 5013 - Other	-436.36
Total 1019 · Savings Reserves 5/3 5013	<u>70,727.92</u>
Total Checking/Savings	346,251.53
Accounts Receivable	
1100 · Accounts Receivable	-7,370.64
Total Accounts Receivable	-7,370.64
Other Current Assets	
1200 · Prepaid Insurance	19,305.26
1499 · *Undeposited Funds	32.10
Total Other Current Assets	<u>19,337.36</u>
Total Current Assets	358,218.25
Fixed Assets	
1900 · Land	400,000.00
1910 · Buildings	1,008,289.93
1920 · Recreation Area	394,900.19
1940 · Recreation Area F & E	97,233.64
1960 · Machines & Equipment	77,240.22
1980 · Office Furniture and Equipment	36,158.54
1990 · Other Furniture and Equipment	53,448.88
1995 · Accumulated Depreciation	-1,077,374.82
1999 · 2019-2020 FY Reserve Expenses	1,123,558.39
Total Fixed Assets	2,113,454.97
Other Assets	
1800 · Utility Deposits	280.00
Total Other Assets	<u>280.00</u>
TOTAL ASSETS	<u><u>2,471,953.22</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	10,864.47
Total Accounts Payable	10,864.47
Other Current Liabilities	
2010 · Accrued Wages	787.17

1:48 PM

07/16/20

Accrual Basis

Bayshore Gardens Park & Recreation District

Balance Sheet

As of June 30, 2020

	<u>Jun 30, 20</u>
2100 · Payroll Liabilities	
2300 · Garnishment of Wages	-93.67
2100 · Payroll Liabilities - Other	-3,600.80
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Total 2100 · Payroll Liabilities	-3,694.47
2171 · Sales Tax Payable	774.96
2500 · Security Deposits	
2501 · Hall Security Deposits	3,500.00
2502 · Marina Security Deposits	37,250.00
2503 · Screen Room Deposit (Screen Room Deposit)	125.00
2500 · Security Deposits - Other	-8,045.00
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Total 2500 · Security Deposits	32,830.00
2600 · Deferred Revenues	1,212.59
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Total Other Current Liabilities	31,910.25
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Total Current Liabilities	42,774.72
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Total Liabilities	42,774.72
Equity	
3040 · Owners' Equity	182,295.76
3050 · Retained Earnings (Retained Earnings)	1,414,755.26
3200 · Fund Balance	-86,517.97
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3300 · Investment in GFAAG	756,241.51
Net Income	162,403.94
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Total Equity	2,429,178.50
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TOTAL LIABILITIES & EQUITY	2,471,953.22
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RESOLUTION 2020-03

A RESOLUTION OF THE BOARD OF TRUSTEES OF BAYSHORE GARDENS PARK AND RECREATION DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR STARTING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021.

WHEREAS, the Board of Trustees of Bayshore Gardens Park and Recreation District (“Board”) is required pursuant to Section 189.418(3), Fla. Stat., to adopt a budget by resolution for each fiscal year; and

WHEREAS, the Board has found that the proposed budget provides for the total amount available to Bayshore Gardens Park and Recreation District from taxation and other sources, including amounts carried over from prior fiscal years, to equal the total of appropriations for expenditures and reserves; and

WHEREAS, the Board has held a duly noticed public hearing to consider adoption of the fiscal year 2021 annual budget and levy of the fiscal year 2021 assessment; and

WHEREAS, a majority of the residents of the District subject to the assessment and present at said public hearing voted in favor of adoption of the budget and levy of said assessment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF BAYSHORE GARDENS PARK AND RECREATION DISTRICT, that the Budget for the fiscal year from October 1, 2020, through September 30, 2021, attached hereto as Exhibit “A”, is hereby adopted.

APPROVED AND DULY ADOPTED with a quorum present and voting, this 22 day of July 2020.

**BAYSHORE GARDENS PARK AND
RECREATION DISTRICT**

BY: _____
James Frost, Chair

ATTEST:

Secretary

RESOLUTION 2020-04

A RESOLUTION OF THE BOARD OF TRUSTEES OF BAYSHORE GARDENS PARK AND RECREATION DISTRICT LEVYING AND IMPOSING A SPECIAL ASSESSMENT KNOWN AS A “RECREATION DISTRICT TAX” FOR THE FISCAL YEAR 2021.

WHEREAS, the Board of Trustees of Bayshore Gardens Park and Recreation District (“Board”) is authorized pursuant to Section 2.(10) of Chapter 2002-365, Laws of Florida, to levy a special assessment (“Assessment”) known as a “recreation district tax” and to fix the amount of such Assessment annually by resolution; and

WHEREAS, the Board finds, based upon dividing of the total Budget amount for fiscal year 2021 of \$ 367.00 by the number of parcels subject to the Assessment that the fiscal year 2021 Assessment will amount to \$ 367.00 per parcel; and

WHEREAS, the Board has held a duly noticed public hearing to consider adoption of the fiscal year 2021 annual Budget and levy of the fiscal year 2021 Assessment; and

WHEREAS, a majority of the residents of the District subject to the Assessment and present at said public hearing voted in favor of adoption of the Budget and levy of said Assessment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF BAYSHORE GARDENS PARK AND RECREATION DISTRICT:

1. All of the above Whereas clauses are adopted and incorporated herein.
2. An Assessment known as the “recreation district tax” in the amount of \$ 367.00 per parcel is hereby levied upon the parcels within the District.
3. The collection and enforcement of the Assessment shall be by the Tax Collector serving as agent of the State of Florida in Manatee County and shall be at the same time and in like manner as ad valorem taxes and subject to all ad valorem tax collection enforcement procedures which attend the use of the official annual tax notice.
4. The levy and imposition of the Assessment upon the parcels within the District shall be collected by the Tax Collector on the tax notice along with other non-ad valorem assessments from other local governments and with all applicable property taxes to each parcel.
5. The proceeds therefrom shall be paid to Bayshore Gardens Park and Recreation District.
6. A copy of this Resolution shall be transmitted to the appropriate public officials so that its purpose and effect may be carried out in accordance with applicable law.
7. This Resolution shall be effective upon adoption.

APPROVED AND DULY ADOPTED with a quorum present and voting, this 22 day
of July 2020.

**BAYSHORE GARDENS PARK AND
RECREATION DISTRICT**

BY: _____
James Frost, Chair

ATTEST:

Secretary

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: Dockmaster Meeting Date: 7/22/20

Type of Meeting: _____ Workshop _____ Board Meeting

Motion: _____ Discussion: _____ (check one)

Rationale for Request: Here Dockmaster

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: _____

Board Trustee: Terry Zimmerman Date: 7/9/20

Print Name: Terry Zimmerman

Received by: Mia C... Date: 7/9/20

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: Pool Pay Scale 1010 PS Meeting Date: 7-22-2020

Type of Meeting: _____ Workshop _____ Board Meeting

Motion: Discussion: _____ (check one)

Rationale for Request: Minimum wage is currently \$8.56.
The "strong swimmer" starting pay per hour
needs to be corrected to reflect current
minimum wage on form 1010 PS

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: _____

Pool Pay Scale 1010 PS

Board Trustee: [Signature] Date: 7-10-2020

Print Name: Jim Frost

Received by: [Signature] Date: 7/10/2020

BAYSHORE GARDENS PARK AND RECREATION DISTRICT

POOL PAY SCALE

1010 PS

POOL ATTENDANT PAY SCALE				
		per hour		per hour
STEP 1	STRONG SWIMMER	\$8.50	to	\$9.25
STEP 2	STRONG SWIMMER PLUS PAST FIRST AID/CPR CERTIFICATION	\$9.26	to	\$10.25
STEP 3	strong swimmer plus current First aid/CPR certificate	\$10.26	to	\$11.50
LIFEGUARD PAY SCALE				
MUST HAVE CURRENT CERTIFICATION AND CPR/FIRST AID				
STEP 1	STARTING PAY/ just completed training	\$12.00	to	\$13.00
STEP 2	2 yrs or more experience /assistant supervisor.	\$14.00	to	\$15.00
STEP 3	SUPERVISOR	\$16.00	to	\$18.00
SWIMMING INSTRUCTOR				
Step 1-3	Swimming Instructor Certification and CPR/First Aid by YMCA, Red Cross or other accredited agencies.	\$15.00	to	\$18.00

Approved 3/19/19 *Sharon Denson*

Revised 5/21/19

Effective 3/19/19

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: Beach Gate Key PAD Meeting Date: 7-22-20

Type of Meeting: _____ Workshop _____ Board Meeting ✓

Motion: ✓ Discussion: _____ (check one)

Rationale for Request: to Accept Tenpest to Install Key PAD and Controller to Beach Gate

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: _____

Board Trustee: [Signature] Date: 7-13-20

Print Name: Jim Frost

Received by: [Signature] Date: 7/13/20



Tempus Pro Services
7519 Pennsylvania Ave, Suite 101
Sarasota, Florida 34243

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

Rev A. 7-1-20
Prepared by: David Clark

Scope of Work

:

Requested work:

Add the following location to the TruPortal Access control system

- Beach drive up gate

Tempus to provide:

<i>QTY</i>	<i>MFG</i>	<i>DESCRIPTION</i>
1	SURE -FI	SURE-FI WEIGAND BRIDGE
1	ALTRONIX	12/ 24VDC@4A NEMA 4
1	N/A	Backup Battery
1	HID	HID ProxPro Reader w/Keypad

This based upon an open spot in the existing controller and a pedestal at the gate for the reader being provided by owner



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Summary of Costs

Project Total **\$2,359.90**

Payment Terms

60% Upon Acceptance:	1,415.94
40% Completion:	943.96
Total:	2,359.90

Exclusions:

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



Tempus Pro Services
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Sarasota, Florida 34243

I. Terms

1. **Agreement:** These terms, together with the written “Proposal” to which it may be attached, constitute a written contract agreement between Tempus and Customer. All capitalized terms as provided in this agreement shall have the same definitions as provided in the Proposal. The term “Project” shall be as defined and as outlined in the Proposal. Tempus and Customer agree that the Project shall be comprised of and shall include all of the matters as described in the Proposal. Customer agrees to pay to Tempus all of the amounts as set forth in the Proposal and in the “Payment Schedule”, as set forth in the Proposal. In the event of any discrepancy between any documents including written correspondence, emails, room summary matrices, scope documents and the bill of materials, the bill of materials is the governing document. Any item, product, or service not in the bill of materials is not included within the Agreement.
2. **Changes:** Although we may have quoted a fixed price for the Project, the total price of the Project will be subject to increases or decreases as a result of requested design changes to the Project. Any changes to the Project shall be made pursuant to a written change order using the appropriate form to be provided by Tempus (a “Change Order”). A Change Order shall only be considered executed and completed when executed by the Customer. Payment for all Change Orders will be due in full from Customer upon signing of the Change Order by Customer. No work with respect to the Project that extends beyond the “Scope” as defined in the Proposal as supplemented by these written terms (collectively the “Contract”) shall commence without a Change Order executed by Customer and the payment of such Change Order as defined therein. Electronic mail and verbal representations are not made a part of this Agreement and are not admissible as an addendum to the terms of your Agreement. Tempus reserves the right to include, as part of any Change Order, design and drafting fees and expenses incurred by Tempus to re-design or re-document the system(s) for the Project. Tempus also reserves the right to substitute products specified on the bid for the Project, to equivalent or better products should an obsolescence or material availability problem occur.
3. **Time and Materials Clauses:** Time and Materials quotations of Tempus with respect to the Project are not to be deemed “Fixed Price” estimates. All Time and Materials quotes shall be interpreted as a budgetary estimate. Tempus will bill the actual time spent on the Project at the rate specified in the quotation. Tempus reserves the right to invoice and collect payments for work completed with respect to the Project to a date which may not constitute the completion of the Project. All such invoices shall be due upon receipt by Customer.
4. **Cancellation:** In the event Customer elects to cancel the Project at any time, it shall be required to do so in writing (a “Project Cancellation Notice”). All fees paid by Customer to the date of delivery of the Project Cancellation Notice will be considered compensation to Tempus for work completed, including all design fees, progress payments, and deposit amounts paid. Additionally, at the time of receipt of the Project Cancellation Notice, there



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may exist completed and unbilled work as well as materials purchased by Tempus for the Project and not as yet billed or invoiced. Tempus will bill and invoice Customer for all work completed and unbilled, as well as materials purchased and not invoiced for the Project and yet to be billed to the date of receipt of any Project Cancellation Notice. Payments are due by Customer on all such bills or invoices immediately upon receipt. Tempus shall be under no obligation to accept returned materials nor absorb the cost of materials purchased and not yet delivered to the Project due to any Project Cancellation Notice as received from Customer.

5. **Project Completion/Turnover:** The Project shall be considered complete, and final payment due to Tempus from Customer when the following events have occurred:
 - a. Delivery of the system documentation for the Project if applicable; Completion of Customer training where appropriate, to be determined at the sole discretion of Tempus; and
 - b. Demonstration of the system functionality, if applicable.

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

6. **Product Warranty:** Tempus will pass through to Customer all warranties supplied by all manufacturers of the items provided as part of the Project. However, Tempus is not the manufacturer of any components, equipment or other items sold as part of the Project, and therefore Tempus makes no warranty, express or implied, of any kind whatsoever with respect to any such items which are part of the Project. Tempus specifically does not make any warranty of merchantability or fitness for any particular purpose. Tempus has not made and does not make any representation, warranty or agreements, oral or written, express or implied, except as expressly provided in this Contract which these Terms and the Proposal comprise.
7. **Labor Warranty for Products:** Tempus will warrant all labor associated with the Project and with all installed products for a period of one (1) year. Tempus DOES NOT warrant incidental impact associated with the repair or removal of defective products such as faux painting or finishes or any consequential damages of any nature or type.
8. **Structured Wiring Warranty:** Tempus will warrant all structured wiring with respect to the Project for a period of one (1) year. This warranty does not cover customer abuse, neglect or modification. The warranty also does not cover incidental damage of any kind, including Acts of God and power or surge damage. All electronic components in the structured wiring



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Sarasota, Florida 34243

system (e.g. routers, amplifiers) are covered under “Product Warranty” outlined in Section 6 above.

9. **Programming Warranty:** As a part of this Contract, Tempus may return to the Customer’s home or place of business, as applicable, no more than two (2) times to make reasonable changes to the programming in the installed system of the Project, based upon customer’s experiences, likes and dislikes within ninety (90) days of commissioning the systems. Tempus reserves the right to implement suggestions, provide alternatives or decline to make changes based on Tempus’ experience with such products. For a period of one (1) year, Tempus will warrant functional operation of the system(s) or remote control(s) as associated with the Project. This warranty does not cover any changes requested by Customer after ninety (90) days of commissioning the system; functional defects that result from Customer modification; abuse or neglect of either the remote or the system under control.
10. **Owner Furnished Equipment.** Tempus may install owner furnished equipment (OFE) under the following terms and conditions:
 - a. There is no guarantee or warrantee of the OFE in any way or manner by Tempus;
 - b. There is no warranty on labor associated with the installation of OFE by Tempus;
 - c. There is no guarantee the OFE is fit for the intended use;
 - d. If Tempus is furnishing and programming an integrated remote, reasonable efforts will be made to program OFE into the remote. Tempus makes no guarantees the remote will be fully automated and makes no guarantee that the programmed remote will function with any OFE;
 - e. All OFE must be on the job site or at the Tempus assembly area when required to ensure Project progress and must be in good working condition. If the equipment is not on the job site or at Tempus assembly area on the prescribed date or if found to be faulty, there will be a labor surcharge, and Tempus may decline to install and/or integrate such OFE;
 - f. Tempus will not use owner supplied cables, fittings, or connectors;
 - g. There will be a charge for handling and installation of OFE; and
 - h. Tempus reserves the right to decline to install any OFE at Tempus’ sole discretion.
11. **Invoicing and Payment:** As Tempus completes each phase of the Project, Customer will receive an invoice from Tempus. All invoices are payable and due upon receipt. No subsequent phase of the Project will be commenced by Tempus until all prior invoiced amounts which are due from Customer are paid in full. No equipment or material will be moved to the job site with respect to the Project, without prior payment of any outstanding



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invoices by Customer in full, and payment in full for equipment before it is moved to the Project. Tempus will complete each phase of the Project as specified and Customer payment of all amounts due will confirm that Tempus has completed each phase of the Project, to the Customer's satisfaction. If any invoiced amount is not paid per these terms as set forth above, Tempus may elect to charge reasonable late fees, as well as interest on amounts due and payable at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law. All payments for change orders are due, in full, when signed by Customer.

12. **Return Merchandise:** All returns must be pre-approved by Tempus in its sole discretion. All acceptable returns are subject to a restocking fee. Tempus reserves the right to reject returns of open box material. Special order material may not be returned.
13. **Applicable Law; Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed in Florida. Parties hereby expressly waive any right to trial by jury in any action brought on or with respect to this Agreement. Any action with respect to this Agreement shall have as its venue Sarasota County, Florida. In any legal action, the prevailing party shall be awarded reasonable attorney fees, costs and other expenses associated with the dispute.
14. **Remedies.** Each party acknowledges and agrees that the remedy or remedies at law for any breach of any of the terms of the Contract (inclusive of these Terms and the Proposal) may be inadequate and agrees and consents that temporary and permanent injunctive and other equitable relief may be sought and granted in any proceeding that may be brought by either party to enforce any provision hereof, including within such equitable remedies, specific performance, without the necessity of proof of actual damage or inadequacy of any legal remedy.
15. **Limitation of Damages:** Customer specifically acknowledges and agrees that, in no event, shall Tempus be liable to either Customer or any other party for any indirect, special, or consequential damages or lost profits arising out of, or related to the Contract or the Project, inclusive. Further, Tempus shall not be liable to either Customer or any other party for any performance or breach, even if Tempus has been advised of the possibility of such damages. In all events, the liability of Tempus shall not exceed the total of the amounts actually paid to Tempus by Customer with respect to the Project and this Contract. The agreement and acknowledgment of Customer to this limitation as to damages is a material inducement to Tempus for entering into the Contract.
16. **Entire Agreement.** These Terms, together with the Proposal (inclusive of payment schedule), as well as any written Change Order(s) as signed by both Tempus and Customer, shall constitute the total and complete agreement of the parties. No oral agreements or understandings shall be permitted to modify, amend or otherwise change the terms of the



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Sarasota, Florida 34243

Contract as between the parties. Any changes, modifications or amendments of the Contract must be completed in writing, and fully signed, witnessed and/or notarized by both Tempus and Customer with the same formality as this Contract.

Tempus Pro Services, LLC

Print Name

Date

Print Name

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
AGENDA 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: MARLB ASPHALT Meeting Date: 7-22-20

Type of Meeting: _____ Workshop _____ Board Meeting

Motion: Discussion: _____ (check one)

Rationale for Request: See Attached Bids for Repair

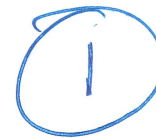
Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: _____

Board Trustee: [Signature] Date: 7-13-20

Print Name: Jim Fowl

Received by: [Signature] Date: 7/13/20



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: 7-8-20	Job name:
Company: Bayshore Gardens	Job Location: 6919 26th St W Bradenton
Contact Person: Gia Cruz	Contact Number: 941-755-1912 941-524-6016
Fax:	Email: office@bayshoregardens.org
Description	Amount
Grade and compact approx. 411' x 3.6' wide. Tack coat and pave a 2.5" asphalt mat.	\$4,485.00
Total	\$4,485.00

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

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 _____

2

ASPHALT REPAIR SERVICE

Owners

Dick Linenger – Jeff Linenger

677 N. WASHINGTON BLVD. #82
SARASOTA, FLORIDA 34236

sue@AsphaltRepairService.com www.AsphaltRepairService.com

The Local Experts
for Complete Asphalt
Maintenance

Phone (941) 925-9191

Fax (941) 480-9765

TO: GIA CRUZ BAYSHORE GARDENS PARKS & REC. 6919 26 TH ST W BRADENTON, FL 34207	RE: ASPHALT REPAIR E-MAIL: office@bayshoregardens.org	DATE: 7-10-2020 PHONE: 755-1912
---	--	--

1. REPAIR TRENCH AREA..... \$ 6,300
- AREA MEASURES APPROX 3'4" X 400' X 2" – APPROX 1400 SF
 - CLEAN DEBRIS AND PREPARE AREA TO BE REPAIRED
 - BACK FILL AREAS TO GRADE WITH NEW ASPHALT BASE AND COMPACT
 - APPLY SPECIAL MS TACK COAT TO ALLOW THE ASPHALT TO ADHERE TO THE PAVEMENT
 - INSTALL FINISH GRADE TYPE S-III ASPHALT.
 - ROLL AND COMPACT
 - 100% POSITIVE DRAINAGE IS NOT GUARANTEED

 - AREA IS TRENCHED AND READY FOR ASPHALT
 - THIS BID DOES NOT INCLUDE ANY SAW CUTTING OR EXCAVATION OF ASPHALT
 - NO DEBRIS LEFT ON SITE BY OTHERS TO BE HAULED AWAY

1. NO WORK TO BE ASSUMED OTHER THAN STATED ABOVE.
2. CONTRACTOR WILL SUPPLY ANY BARRICADES NEEDED FOR TRAFFIC CONTROL.
3. CUSTOMER TO HAVE SPRINKLERS TURNED OFF 24 HOURS PRIOR TO START OF ANY WORK – THERE WILL BE AN ADDITIONAL FEE IF WORK AREA IS WET FROM IRRIGATION AND DELAYS OUR START OF WORK

WE HEREBY PROPOSE TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF:
 \$ 6,300.00 SIX THOUSAND THREE HUNDRED AND 00/100

PAYMENT TERMS: PAYMENT DUE WITHIN 7 DAYS OF INVOICE

WORK TO BE COMPLETED IN A WORKMAN LIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS & WILL BECOME AN EXTRA COST OVER & ABOVE THIS ESTIMATE. THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS. PURCHASER AGREES THAT SHOULD THE ACCOUNT BECOME MORE THAN 30 DAYS PAST DUE, PURCHASER WILL PAY ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES WHETHER COLLECTED THROUGH SUIT OR OTHERWISE. AFTER 30 DAYS, INTEREST WILL BE CHARGED ON ALL MONEY DUE AT THE HIGHEST LEGAL RATE.

ACCEPTANCE OF PROPOSAL

THE PRICES, SPECIFICATIONS & CONDITIONS ARE ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK. PAYMENT WILL BE MADE AS OUTLINED.

AUTHORIZED SIGNATURE _____ DATE _____

PRINT NAME _____ TITLE _____

Proposal

3

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 524-6016	FAX
STREET 6919 26TH STREET WEST	JOB NAME MARINA	
CITY, STATE AND ZIP CODE BRADENTON, FL 34207	JOB LOCATION	
ATTENTION RANDY	DATE 7-8-20	GUARANTEE 1 YEAR

REMOVE EXCESS FILL AND COMPACT IN AN AREA APPROXIMATELY
400' X 3.5'. INSTALL 2 INCHES OF TYPE S-III ASPHALT, 18 TONS AT
400.00 PER TON.

\$ 7,200.00

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

SEVENTY TWO HUNDRED dollars (\$ **7,200.00**)

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.

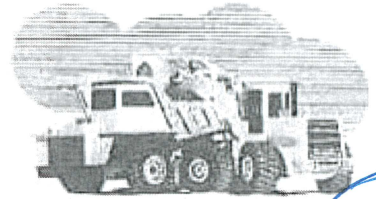
Signature _____

Date of Acceptance: _____

Signature _____

ONECO CONCRETE & ASPHALT, INC.

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



4

Submitted To: Bayshore Gardens Park & Recreation District		Date: July 10, 2020
Address: 6919 26th Street West Bradenton, FL 34207		Job Name: South side of marina
Email: office@bayshoregardens.org	Telephone: 524-6016	

We hereby submit specifications and estimate for: 400 X 3'5"

Option #1 On existing unstable base, Install an average of 2" type S-III hot mix asphalt on 156 S.Y. **\$4,900.00**

Option #2 Remove existing unstable base and haul out debris. Install 4" crushed concrete base and compact. Install 2" Type S-III hot mix asphalt on 156 S.Y. **\$10,900.00**

We propose hereby to furnish materials and labor complete in accordance with the above specifications for the above stated price.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standards.

Authorized Signature:

A handwritten signature in cursive script that reads "Pamela Jeffers".

ACCEPTANCE OF PROPOSAL

You are authorized to complete the 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 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 is 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.

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: Seeding Ball Field Meeting Date: 7-22-20

Type of Meeting: _____ Workshop _____ Board Meeting

Motion: Discussion: _____ (check one)

Rationale for Request: See Attached P.O.S. And or Have
Our Staff Seed the Field

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: _____

Board Trustee: [Signature] Date: 7-13-20

Print Name: Jim Frost

Received by: [Signature] Date: 7/13/20

RICK RICHARDS INC.
MOWING & VEGETATION MANAGEMENT



RICK RICHARDS INC.
24605 53RD AV. EAST
MYAKKA CITY, FL. 34251

TELEPHONE: 941-322-2375
FAX: 941-322-2775
rrinc@mailmt.com

PROPOSAL

July 2, 2020

TO: Jim Frost
813-810-9767
PROJECT: Bayshore Gardens Ball Field
Bradenton, Florida
office@bayshoregardens.org

DESCRIPTION OF SERVICES

Hydro seed disturbed areas approximately 56,628 square feet with Bermuda seed 20lbs. per acre and cellulose mulch, over seed existing turf. Total: \$ 4530.24

Roll seed disturbed area approximately 56,628 square feet with Bermuda seed 20 lbs. per acre, over seed existing turf. Total: \$ 1,698.84

Quote valid for 10 days.

- ACCEPTANCE OF PROPOSAL – YOUR SIGNATURE ENTERS YOU INTO A BINDING AGREEMENT WITH RICK RICHARDS INC. TO PROVIDE THE SERVICES LISTED ABOVE. YOUR SIGNATURE ALSO SHOWS ACCEPTANCE OF: PRICING, TERMS, CONDITIONS AND SPECIFICATIONS. THIS PROPOSAL IS BASED ON NO RETAINAGE BEING HELD UNLESS OTHERWISE STIPULATED IN WRITING, AND APPROVED BY RICK RICHARDS INC.
- Our evaluation of the property is not intended to be exhaustive or to extend to every aspect of the landscape or its condition. Our observations are limited to spot checking, selective measurement and similar methods of general observation based on our professional judgment. Our observations and statements are based on our experience and above ground visual field observations with respect to the field conditions. In this type of work it is impossible for us to anticipate all possible conditions and hazards.
- CUSTOMER SHALL PAY ALL SUMS DUE UPON COMPLETION. PAYMENTS BECOME DELINQUENT IF NOT PAID WITHIN **10** DAYS; INTEREST WILL ACCRUE AT THE RATE OF ONE AND ONE-HALF (1-1/2%) PERCENT PER MONTH (18% ANNUAL) AND BE CALCULATED FROM DATE OF INVOICE. CUSTOMER WILL BE RESPONSIBLE FOR ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY FEES. VENUE FOR ANY PROCEEDING ARISING FROM SUCH TRANSACTION SHALL BE IN MANATEE COUNTY FLORIDA ONLY.
- FLORIDA LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST A CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND MAKE AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS . YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW.
- CUSTOMER/OWNER IS RESPONSIBLE FOR LOCATION AND MARKING OF ALL PROPERTY BOUNDARIES & CORNERS. CUSTOMER IS RESPONSIBLE FOR ENCROACHMENT ONTO ADJACENT PROPERTY IF BOUNDARIES ARE NOT CLEARLY ESTABLISHED AND MARKED. QUOTATIONS & PROPOSALS ARE MADE BASED ON ACREAGE AND LOCATION OF PROPERTY AND PROPERTY BOUNDARIES AS REPRESENTED BY OWNER.
- STUMPS WILL BE GROUND FLUSH WITH THE GROUND.
- MULCHED VEGETATION WILL CONSIST OF STICKS, CHIPS, LIMBS AND LOGS. While we strive to provide the best product possible, the mulching process does not produce bagged landscape mulch quality material.
- IT IS UNDERSTOOD THAT MULCHING OF VEGETATION, BROADCASTS AND DISTRIBUTES PIECES OF THE VEGETATION,

WHICH MAY BE HAZARDOUS TO PERSONS AND PROPERTY, AND ANY DAMAGE ARISING FROM THIS PROCESS IS NOT THE

- RESPONSIBILITY OF RICK RICHARDS INC.
- RICK RICHARDS INC IS NOT RESPONSIBLE FOR DAMAGE TO FENCES AND OTHER STRUCTURES COVERED WITH VEGETATION OR IN THE WORK AREA
- IT IS UNDERSTOOD THAT CERTAIN AREAS MAY BE INACCESSIBLE AND MAY PRECLUDE WORK FROM BEING PERFORMED. THIS INCLUDES WETLANDS, WET AREAS, DITCHES, BERMS AND ANY OTHER AREAS WHICH CANNOT BE TRAVERSED OR ENTERED WITH OUR EQUIPMENT OR THAT MAY RESULT IN DANGER TO PERSONS OR PROPERTY.
- ANY TREES & VEGETATION, INCLUDING EXOTIC & NUSIANCE SPECIES MAY BE CLUSTERED WITH DESIRABLE VEGETATION, OTHER OBJECTS OR MATERIAL. IF THIS VEGETATION CANNOT BE ACCESSED REASONABLY WITH THE PRIMARY EQUIPMENT UTILIZED, NO ADDITIONAL EFFORTS WILL BE MADE TO REMOVE IT UNLESS SPECIFICALLY NOTED IN WRITING.
- HANDWORK, ADDITIONAL LABOR, HERBICIDE TREATMENT OR EQUIPMENT ARE NOT INCLUDED IN THIS CONTRACT UNLESS SPECIFICALLY NOTED AND ONLY FOR THE WORK SPECIFIED IN WRITING.
- PICKING UP OF, COLLECTION OR HAULING OF ORGANIC OR INORGANIC DEBRIS/LITTER IS NOT INCLUDED UNLESS SPECIFICALLY NOTED IN WRITING.
- MOWING/MULCHING AROUND INORGANIC DEBRIS IS HAZARDOUS AND IS NOT INCLUDED UNLESS SPECIFICALLY NOTED IN WRITING.
- CUSTOMER / OWNER ARE RESPONSIBLE FOR CONTACTING ALL UTILITIES FOR SERVICE LOCATION.
- CUSTOMER IS RESPONSIBLE FOR OBTAINING ANY PERMITS OR PERMISSION TO PERFORM SPECIFIED WORK.
- IF CUSTOMER IS TO BE LISTED AS AN ADDITIONAL INSURED, ADD \$25.00 OR 1% OF THE CONTRACT VALUE, WHICH EVER IS GREATER, UNLESS WAIVED IN WRITING BY RICK RICHARDS INC.
- IF OUR PROPOSAL IS ACCEPTABLE, PLEASE SIGN, AND RETURN TO OUR OFFICE SO SCHEDULING MAY BEGIN

RICK RICHARDS INC
AUTHORIZED SIGNATURE: Robyn V Richards

DATE July 2, 2020

AUTHORIZED SIGNATURE: _____
A facsimile or electronic signature is acceptable as an original signature

DATE _____

2

Turf's Up



Hydroseeding
Plus, Inc.

6862 Papago Road
Sarasota, FL 34241

Tara Scheve – Installation / Scheduling
Cell (941) 586-0831

PROPOSAL

TO: Jim Frost
Bayshore Gardens Park & Recreation District
813-810-9767

Date: July 2, 2020

Project: Hydroseed – Approx 60,000 SF at 6919 26th Street West, Bradenton, FL

Materials:

- Bahia, Bermuda and Brown Top Millett
- starter fertilizer
- woodfiber mulch with tackifiers

60,000 SF X \$0.05 per SF = \$3,000.00

Proposed Amount: **\$3,000.00**

Terms: **NET 20**

Accepted by: _____ Date

Thank You,

Tara Scheve

Tara Scheve

Turfsup.com / Turfsuphydro@aol.com

** Finance charges of 1.5% (18%APR) will be applied to all invoices over 30 days.*

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
AGENDA FORM FOR TRUSTEES

1002F

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

Agenda Item: Staff Holidays Meeting Date: 7/22/20

Type of Meeting: Board Workshop _____ Board Meeting

Motion: Discussion: _____ (check one)

Rationale for Request: Staff would like 4th off instead of Presidents Day

Estimated Costs to District (if applicable)

0

Attachments/Supporting documents: None: _____

Board Trustee: Terry Zimmerman Date: 07/22/20

Print Name: Terry Zimmerman

Received by: [Signature] Date: 7/7/2020

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: District Office Manager Meeting Date: 7/22/20

Type of Meeting: _____ Workshop _____ Board Meeting

Motion: Discussion: _____ (check one)

Rationale for Request: Make Hia temp District Office Manager.

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: _____

Board Trustee: Terry Zimmerman Date: 7/9/20

Print Name: Terry Zimmerman

Received by: Hia Cruz Date: 7/9/2020

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: Update Employee Manual Meeting Date: 7/22/20

Type of Meeting: _____ Workshop _____ Board Meeting

Motion: Discussion: _____ (check one)

Rationale for Request: _____

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: _____

Board Trustee: Terry Gimmerly Date: 7/9/20

Print Name: Terry Gimmerly

Received by: [Signature] Date: 7/9/2020

SECTION 5

WAGE AND SALARY POLICIES

5.1 WAGE OR SALARY INCREASES

Each employee's hourly wage or annual salary will be reviewed at least once each year. The employee's review date will usually be conducted on or about the anniversary date of employment or the date of the previous compensation review. Such reviews may be conducted more frequently for a newly created position, or based on a recent promotion.

Increases will be determined on the basis of performance, adherence to District policies and procedures, and ability to meet or exceed duties per job description and achieve performance goals (See Section 3.11, Performance Review/Planning Sessions).

Although the District's salary ranges and hourly wage schedules will be adjusted on an ongoing basis, Bayshore Gardens does not grant "cost of living" or longevity increases. Performance is the key to wage increase in the District.

5.2 TIMEKEEPING

Accurate recording time worked is the responsibility of every non-exempt employee. Time worked is the time actually spent on the job(s) performing assigned duties.

Bayshore Gardens does not pay for extended breaks or time spent on personal matters.

All employees are expected to report for work and begin working on time in accordance with their established work schedule and at the designated work site. Each employee must document his/her work hours on a daily basis. Employees will record hour worked and leave taken and submit a time sheet to the Manager.

For all full time- year around employees work is eight (8) hours per day or forty (40) hours a week.

5.3 OVERTIME

Bayshore Gardens office is open for business 40 hours per week. Overtime compensation is paid to non-exempt employees in accordance with federal and stated wage and hour restrictions. Overtime is payable for all hours worked over 40 hours per week at a rate of one and one-half times the non-exempt employee's regular hourly rate. is compensated by accruing comp time at the rate of one and one-half times the hours

first revision 6-13-20 in yellow and strike-outs

second revision 7/16/20 in red.

over forty (40) hours of work in a week. Time off on personal time, holidays, or any leave of absence will not be considered hours worked when calculating overtime. In addition, vacation time does not constitute hours worked.

All overtime work performed by an hourly employee must receive the Manager's prior authorization. Overtime worked without prior authorization from the Manager may result in disciplinary action. The Manager's signature on a timesheet authorizes pay for overtime hours worked.

All accrued overtime comp time must be used within the current calendar year.

Time off on personal time, holidays, or any leave of absence will not be considered hours worked when calculating overtime. In addition, vacation time does not constitute hours worked.

All overtime work performed by an hourly employee must receive the Manager's prior authorization. Overtime worked without prior authorization from the Manager may result in disciplinary action. The Manager's signature on a timesheet authorizes pay for overtime hours worked.

5.4 PAYDAYS

All employees are paid biweekly. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the previous day of operation.

If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his/her return from vacation.

If the employee is not at work when paychecks are distributed and does not receive the paycheck, the employee will need to see the Manager.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Paychecks may also be mailed to the employee's address upon request accompanied by a self-addressed stamped envelope.

SECTION 6 BENEFITS AND SERVICES

Bayshore Gardens offers a benefits program for its [regular full-time] and [regular par-time] employees. However, the existence of these programs does not signify that an employee will necessarily be employed for the required time necessary to qualify for the benefits included in the administered through these programs.

6.1 INSURANCE

The District does now have a current insurance benefit plan but offers a monthly allotment for all year round employees to use towards any insurance program they may have purchased outside Bayshore.

6.2 SOCIAL SECURITY/MEDICARE

Bayshore Gardens withholds income tax from all employee's earnings and participates in FICA (Social Security) and Medicare withholding and matching programs as required by law.

6.3 VACATION

Paid vacation is available to regular full-time and regular part-time employees following their first-year anniversary with Bayshore Gardens and is provided based on the following calculations:

During the first 3 (three) years of employment, two weeks of paid vacation time will be earned. Earned vacation can be taken after 1 (one) year continuous employment.

During the 4th (Fourth) year of employment, two weeks of paid vacation time will be earned.

After the 5th (fifth) year of employment, 3 weeks of paid vacation time will be earned.

NOTES:

The vacation policy applies to all regular full-time and part-time employees.

Casual part time employees cannot earn vacation, as they do not work a full calendar year.

Paid vacation time of regular part-time employees will be earned on a fractional basis. Fractional vacation weeks will correspond to the average number of hours worked during the preceding year.

Example: Employee "A" works 25 hours per week for 52 continuous weeks. Earned vacation equals 25 hours.

Earned vacation leave cannot be taken before it is accrued and approved.

first revision 6-13-20 in yellow and strike-outs

second revision 7/16/20 in red.

Vacation may be taken in half-day increments of time with the advance approval of the Manager.

Upon termination, payment for unused earned vacation will be evaluated on a case by case basis. If granted, it will be paid in a lump sum in the employee's final paycheck.

No vacation may be carried over from one calendar year to the next. However, no more than one week of vacation may be taken at one time, except under extraordinary circumstances. Requests for more than one week of vacation should be in writing at least thirty 30 days prior to the beginning of the requested vacation period. All vacations are subject to Manager approval.

Bayshore Gardens encourages all employees to make the most of their vacation time.

Regular breaks from daily work make everyone more productive. As vacation time is not a wage earned, getting paid for vacation earned but not taken would have to be reviewed by Personnel and Salaries and then submitted to the Board for approval. It is the responsibility of the employee to notify the Manager in advance of so it can be taken to the next Board meeting for final approval.

6.4 RECORD KEEPING

The Manager maintains vacation time earned and used.

6.5 HOLIDAYS

Bayshore Gardens observes the following paid holidays per year for all year round employees:

New Year's Day	Martin Luther King Jr Day
Memorial Day	Independence Day (removed Presidents Day)
Labor Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving Day
½ day Christmas Eve	Christmas Day

½ day floating personal holiday

If any of these holidays fall on a Saturday, the preceding Friday shall be observed as a holiday; if any of these holidays fall on a Sunday, the following Monday shall be observed as a holiday.

Regular year round employees also have 5 floating holiday/sick days to use at the approval of the Manager. The Board of Trustees July picnic is a mandatory work day, which may fall on the 4th of July.

6.6 JURY DUTY/MILITARY LEAVE

Employees will be granted time off to serve on a jury or military leave. Compensation will be determined by a case by case basis after review by Personnel & Salary committee and Board approval. A copy of the jury duty summons and all other associated paperwork are required for the personnel file.

6.7 SICK LEAVE

Full time employees are eligible for up to five days, or forty hours, of sick leave. (removed family leave notes.) Part-time employees are eligible for pro-rated sick leave, based on the number of hours the employee is regularly scheduled to work. Sick leave benefits are earned on a pro-rated basis for each completed calendar month of service. Sick leave does not accrue from year to year nor will it be paid out at the end of the year, or upon termination.

Employees who are unable to report to work due to illness or injury need to contact their Manager as soon as possible and prior to the beginning of the work day.

Employees absent for more than three days in a row will be required to bring a note from your Doctor stating it is safe for your return to work.

The only exception to this would be upon approval of the Manager, Chairman of the Board, or Chairman of Personnel and Salaries.

6.8 TRAINING AND PROFESSIONAL DEVELOPMENT

Bayshore Gardens recognizes the value of professional development and personal growth for employees. Therefore, Bayshore Gardens encourages its employees who are interested in job related training to research these further and get authorization before signing up for the seminars or courses. Upon approval by Manager, request will go before Personnel and Salaries Committee to be vetted followed by Board review before final Board authorization.

6.9 USE OF FACILITIES

Full, part time, and casual employees of Bayshore Gardens Park and Recreation District who do not live in the district may use the pool picnic and beach area, and fishing pier during non-working hours under the following conditions: (a) employee only, at their own risk, (b) follows all rules and regulations stipulated by the District, (c) signs a waiver indicating their understanding of the conditions, and (d) behaves in a manner becoming of an employee. The District and /or manager reserve the right to suspend or revoke the privilege if abused.

BAYSHORE GARDENS PARK AND RECREATION DISTRICT

Intermittent District Office Manager Job Description

Approved _____

The manager is responsible to the Board of Trustees and reports directly to Chairman of the Board. The manager prepares and delivers month end reports on status of the Center along with recommendations for future projects and activities to the Board at regular Board meetings. The manager attends monthly and annual Board meetings and is on call for emergencies **for up to three (3) hours per event, offsetting these hours during the week.**

A varied background and experience is necessary to accomplish the duties of the position. This includes bookkeeping, administering office procedures, supervising maintenance and custodial requirements, pool operations, and all personnel. Strong human relation skills are required to deal effectively with the needs and sites of the Bayshore Gardens homeowners and other Recreation Center patrons. The manager must be bondable and approved to act as a Notary Public.

Detailed job duties and responsibilities include but are not limited to the following:

1. General Management and Administration

- a. Allocation and supervise work in office
- b. Supervise the use of facilities by residents and clubs, all rental contracts and scheduled use of the recreation center facilities.
- c. Supervise the pool operations including pool attendants, pool scheduling and pool closings
- d. Supervise marina operations
- e. Advise trustees on updated state laws and regulations applying to park and recreation districts.
- f. Ensure and maintain Bayshore Gardens website updates.**
- g. Maintain files as the district's 'Custodian of the Files'.**

2. Financial

- a. ~~Serve as head bookkeeper~~, using knowledge of current version of QuickBooks.**
- b. Maintain current knowledge of all bank accounts and reserve investments
- c. Handle all cash, collect bills, maintain bank accounts, post daily receipts, and write all checks
- d. Insure that expenditures do not exceed amounts budgeted by the Board

- e. Reconcile all bank accounts and send copies to the auditor
- f. Prepare month end reports and financial statements to be distributed at monthly Board meetings
- g. Pay taxes and make tax reports
- h. Authorize the purchase of all supplies and maintain all purchase and receipt records.
- i. Keep all monies (except petty cash) in the safe, locked at all times
- j. Deposit cash and checks on a weekly basis, provided the amount on hand doesn't exceed \$500.
- k. Assist the auditor as needed to complete the year end audit in a timely fashion
- l. Provide financial information to Treasurer

3. House and Grounds/Marina

- a. Maintain security, good appearance and condition of the building, grounds and equipment
- b. Negotiate everyday contracts for use of the facilities according to guidelines.
- c. Accept bids on work contracts which must be approved by the Board of Trustees before being awarded.
- d. Supervise contractor work and approve payment on completion. Consult with appropriate committee and /or the Board when necessary.

4. Personnel and Salaries

- a. Supervise the work of all personnel
- b. Advise and /or train personnel in the performance of their duties
- c. Authorized to hire and fire Board established positions with approval of the Chairman of the Board, Chairman of the Personnel and Salaries and Personnel and Salaries Committee.
- d. ~~Promote and/or raise pay based on performance. Recommendations to promote out of current pay schedule must be board approved.~~
 Recommend to promote and/or raise pay based on performance for approval of the Chairman of the Personnel and Salaries.
 Recommendations to promote out of current pay schedule must be board approved.
- e. Complete employee performance reviews on all employees after their first 90 days and then annually on their anniversary date of hire. Complete these reviews in a timely fashion and keep them in the employee's individual file.



does an employee have to receive time off for lunch



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About 1,050,000,000 results (0.75 seconds)

Meals and Breaks

Florida does not have any laws requiring an employer to provide a meal period or breaks to employees 18 years of age or older, thus the federal rule applies. The federal rule does not require an employer to provide either a meal (lunch) period or breaks.

www.employmentlawhandbook.com › florida

Florida Labor Laws - Wage, Hour - Employment Law Handbook

About Featured Snippets Feedback

People also ask

Is it mandatory to clock out for lunch?

Do hourly employees have to take a lunch?

In California, nonexempt employees who work at least 5 hours per day must be provided at least a 30-minute unpaid meal break. ... When an employee works 10 hours in a day, they must be provided with a second 30-minute unpaid meal break. Mar 30, 2018

www3.swipeclock.com › blog › state-federal-meal-rest-br...

State & Federal Meal & Rest Break Laws Broken Down By State

Search for: Do hourly employees have to take a lunch?

What happens if you dont take a lunch break?

If you don't get either of the meal breaks, you are still only entitled to 1 hours pay. That is, the violation is "per day" rather than per violation. In addition to the one hour of pay, the extra compensation can increase the amount of overtime that you are due. Dec 22, 2016

www.gotmealbreaks.com

California Labor Law of Meal Breaks

Search for: What happens if you dont take a lunch break?

Can an employee skip lunch and leave early?

If you are in a state that does not regulate meal breaks, you have the discretion to allow employees to skip breaks and leave early or get paid for the extra time. However, although this approach gives employees flexibility, it also may create some unintended problems for the organization. Mar 25, 2011

www.payscale.com › compensation-today › 2011/03 › br...

Meal Breaks Required by Law to Employees - PayScale

Search for: Can an employee skip lunch and leave early?

Can you be fired for not taking a lunch?

How long is my lunch if I work 9 hours?

Is it legal to work 8 hours without a lunch?

What happens if I take my lunch after 5 hours?

What states require breaks for employees?

Are salaried employees exempt from breaks?

Can an employee skip lunch and leave early in California?

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: Reinstate Comm Meeting Date: 7/22/20

Type of Meeting: _____ Workshop _____ Board Meeting

Motion: Discussion: _____ (check one)

Rationale for Request: Community would like to help and it takes a lot of the pre motion work away for the board

Estimated Costs to District (if applicable)
0

Attachments/Supporting documents: None: _____

Board Trustee: Terry Zimmerman Date: 7/9/20
Print Name: Terry Zimmerman
Received by: Mia Cruz Date: 7/9/2020

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
AGENDA FORM FOR TRUSTEES

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

Agenda Item: Sign Meeting Date: 7/22/20

Type of Meeting: _____ Workshop _____ Board Meeting

Motion: Discussion: _____ (check one)

Rationale for Request: Move that we buy a 2 color
star board 8'x4' piece of navy blue &
white to be lettered for the from a
residence

Estimated Costs to District (if applicable)

310

Attachments/Supporting documents: None: _____

Board Trustee: Terry Zimmerman Date: 7/9/20

Print Name: Terry Zimmerman

Received by: Mia C... Date: 7/9/20

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
AGENDA FORM FOR TRUSTEES

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

Agenda Item: Screen Room Meeting Date: 7/22/20

Type of Meeting: _____ Workshop _____ Board Meeting

Motion: Discussion: (check one)

Rationale for Request: How soon can we start on the screen room.

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: _____

Board Trustee: Terry Zimmerman Date: 7/9/20

Print Name: Terry Zimmerman

Received by: Dia Cruz Date: 7/9/2020

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: SCREEN ROOM PATIO Meeting Date: 22 JUL 2020

Type of Meeting: _____ Workshop Board Meeting

Motion: Discussion: (check one)

Rationale for Request: DEMO ROOF AND SUPPORTS, ASAP. PERMIT REQUIREMENT. REFERENDUM STATUS?

NEW CONSTRUCTION: BIDS, DRAWINGS, RFP. GUARANTEE TO RESIDENTS THAT PROJECT, INCLUDING DEMO, WILL BE UNDER THE \$40K.

Estimated Costs to District (if applicable)

ACQUIRE BIDS

Attachments/Supporting documents: None: _____

Board Trustee: S. WATKINS Date: 1 JUL 2020

Print Name: _____

Received by: [Signature] Date: 7/8/2020 7/14/2020 [Signature]

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
AGENDA FORM FOR TRUSTEES

1002F

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

Agenda Item: Golf Cart & Pressure Washer Meeting Date: 7/22/20

Type of Meeting: _____ Workshop _____ Board Meeting

Motion: Discussion: _____ (check one)

Rationale for Request: Surplus property

Broken frame on golf cart
Pressure Washer pump shot

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: _____

Board Trustee: Terry Zimmerly Date: 7/9/20

Print Name: Terry Zimmerly

Received by: [Signature] Date: 7/9/2020

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
DISPOSAL OF PUBLIC PERSONAL SURPLUS PROPERTY POLICY

1018F

This form is to be used to identify and dispose of personal surplus property of the District.

Date of this inspection 7/9/20
Trustee inspector Jennifery
Employee Inspector Randall
Reason for the inspection Frame cracked

Name of property Golf Cart Where located _____
Description of the Property considered surplus _____

Condition of the Property Unfixable

Estimated value \$50 or OBO Tires not included
Value basis _____

Disposed of date _____ Method _____ Amount sold for _____

Jerry Jennifery
TRUSTEE SIGNATURE

Randall P. Martin
EMPLOYEE SIGNATURE

7/9/20
DATE

Upon completion this form to be completed and filed with the inventory of the District

APPROVED 5-15-18
REVISED [Signature]
EFFECTIVE 5-15-18

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
DISPOSAL OF PUBLIC PERSONAL SURPLUS PROPERTY POLICY

1018F

This form is to be used to identify and dispose of personal surplus property of the District.

Date of this inspection 7/9/20

Trustee inspector Terry Zimmerman

Employee Inspector Rahder

Reason for the inspection Broken

Name of property Pressure Washer Where located _____

Description of the Property considered surplus _____

Pumps gone

Condition of the Property _____

Estimated value 1.

Value basis _____

Disposed of date _____ Method _____ Amount sold for _____

Terry Zimmerman
TRUSTEE SIGNATURE

Randall P. Winter
EMPLOYEE SIGNATURE

7/9/20
DATE

Upon completion this form to be completed and filed with the inventory of the District

APPROVED

REVISED

EFFECTIVE

5-15-18
[Signature]
5-15-18

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
AGENDA FORM FOR TRUSTEES

1002F

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

Agenda Item: FPL INSTALL ELECTRICAL TO MARINA Meeting Date: 8 JUL 2020

Type of Meeting: _____ Workshop Board Meeting

Motion: _____ Discussion: (check one)

Rationale for Request: AS DISCUSSED AT A BOARD MEETING
OCT 2019 WITH DUNCAN SEAWALL, BAYSHORE GARDENS
WAS TO COORDINATE THE ELECTRICAL INFRASTRUCTURE
TO PROVIDE POWER UPGRADE TO MARINA WITH FPL, IT
SEEMS THIS HAS NOT YET BEEN ACCOMPLISHED. LOCAL
ELECTRICIAN DON BAITH HAS VOLUNTEERED TO CONTACT
FPL WITH TOTAL BOARD APPROVAL TO BEGIN THE PROCESS.

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None:

CONTACT FPL TO SCHEDULE INSTALL OR WAIT.
WHAT ARE THE CONS?

Board Trustee: S. WATKINS Date: 1 JUL 2020

Print Name: _____

Received by: [Signature] Date: 7/8/2020
7/14/2020 [Signature]

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
AGENDA FORM FOR TRUSTEES

1002F

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Agenda Item: REC HALL ACOUSTICS Meeting Date: 8²² JUL 2020

Type of Meeting: BOARD Workshop Board Meeting

Motion: Discussion (check one)

Rationale for Request: REQUIRES IMMEDIATE RESOLUTION.
REQUEST AUDIO EXPERTS TO PROVIDE ANALYSIS
TO CALM ECHO EFFECT. RESIDENTS AND TRUSTEES
UNABLE TO HEAR WHAT IS BEING SAID AT MEETINGS.
THIS CAN NO LONGER BE TOLERATED.

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: _____

Board Trustee: S. WATKINS Date: 6 JUL 2020

Print Name: _____

Received by: [Signature] Date: 7/8/2020

7/14/2020

[Signature]

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
AGENDA FORM FOR TRUSTEES

1002F

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Agenda Item: MAINTENANCE EQUIPMENT Meeting Date: ²²8 Jul 2020

Type of Meeting: _____ ~~Workshop~~ Board Meeting

Motion: Discussion: (check one)

Rationale for Request: JOHN DEERE TRACTOR - DEADLINE UNSAFE:
CRACKED AND BADLY WEATHERED TIRES, MAINTENANCE STAFF
CLAIMED THAT TRACTOR IS "BROKE"?. HAVE JOHN DEERE COMPANY
IN PALMISTO PICKUP, EVALUATE, REPLACE ALL TIRES,

Estimated Costs to District (if applicable)
TO BE PROVIDED BY JOHN DEERE.

Attachments/Supporting documents: None: _____

Board Trustee: S. WATKINS Date: 1 Jul 2020

Print Name: _____

Received by: [Signature] Date: ~~4/8/2020~~ 7/14/2020 [Signature]

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
AGENDA FORM FOR TRUSTEES

1002F

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Agenda Item: MARINA WORK AREAS Meeting Date: 8²² Jul 2020

Type of Meeting: _____ Workshop Board Meeting

Motion: Discussion: (check one)

Rationale for Request: RESTORE SAMPLE COLLECTION SYSTEMS AT THE NORTH AND SOUTH WORK AREAS.

Estimated Costs to District (if applicable)

ESTIMATE TO BE PROVIDED.

Attachments/Supporting documents: None: _____

Board Trustee: S. WATKINS Date: 1 Jul 2020

Print Name: _____

Received by: [Signature] Date: ~~7/8/2020~~ 7/14/2020 [Signature]

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
AGENDA FORM FOR TRUSTEES

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

Agenda Item: B.G. REC SIGNS DETERIORATION Meeting Date: ~~8~~ ²² JUL 2020

Type of Meeting: _____ Workshop Board Meeting

Motion: Discussion: (check one)

Rationale for Request: REC SIGNS TO PARK ENTRANCE BADLY
IN NEED OF IMMEDIATE RESTORATION.

Estimated Costs to District (if applicable)

REPAIR ESTIMATES REQUIRED

Attachments/Supporting documents: None: _____

Board Trustee: S. WATKINS Date: 6 JUL 2020

Print Name: _____

Received by: [Signature] Date: ~~7/8/2020~~ 7/14/2020 [Signature]

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
AGENDA FORM FOR TRUSTEES

1002F

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Agenda Item: WOODSHOP DUST COLLECTORS Meeting Date: 22 JUL 2020

Type of Meeting: _____ Workshop Board Meeting

Motion: Discussion: (check one)

Rationale for Request: TO BE INSTALLED IN THE STORAGE ROOM OUTSIDE THE SOUTH END OF THE WOODSHOP.

Estimated Costs to District (if applicable)

GATHERING ESTIMATES FOR ELECTRICAL OUTLET INSTALL.

Attachments/Supporting documents: None: _____

Board Trustee: S. WATKINS Date: 1 JUL 2020

Print Name: _____

Received by: [Signature] Date: ~~7/8/2020~~ 7/14/2020 [Signature]

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
AGENDA FORM FOR TRUSTEES

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

Agenda Item: MISSING PLAQUES/DRAWING Meeting Date: 22nd Jul 2020

Type of Meeting: _____ Workshop Board Meeting

Motion: _____ Discussion: (check one)

Rationale for Request: PLAQUES ON WALL AT WEST ENTERANCE TO REC HALL REMOVED FOR STUCCOING.

I HAD DRAWING BY JOHN MILLER THAT WAS HANGING IN THE OFFICE.

THESE MUST BE SECURED IN THE OFFICE.

Estimated Costs to District (if applicable)

NA

Attachments/Supporting documents: None: _____

Board Trustee: S. WATKINS Date: 1 Jul 2020

Print Name: _____

Received by: [Signature] Date: ~~7/8/2020~~
7/14/2020 [Signature]

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
AGENDA FORM FOR TRUSTEES

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Agenda Item: STOLEN PROPERTY Meeting Date: 22 JUL 2020

Type of Meeting: _____ Workshop Board Meeting

Motion: Discussion: (check one)

Rationale for Request: REIMBURSEMENT COST OF ALUMINUM
FRAME BULLETIN BOARD STOLEN FROM BAYSHORE
GARDENS CRIME WATCH, INC BY JODIE LAWMAN.

RECOVERY OF 2 EACH FEATHER FLAGS, 14 FT LONG,
"WELCOME" AND "SALE".

Estimated Costs to District (if applicable)

NA

Attachments/Supporting documents: None: _____

TO BE PROVIDED

Board Trustee: S. WATKINS Date: 1 JUL 2020

Print Name: _____

Received by: [Signature] Date: ~~7/8/2020~~
7/14/2020 [Signature]

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
AGENDA FORM FOR TRUSTEES

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Agenda Item: MEETING DECORUM POLICY # 1025P Meeting Date: 27 Jul

Type of Meeting: _____ Workshop _____ Board Meeting

Motion: Discussion: _____ (check one)

Rationale for Request: RECENT MOTION TO ADOPT SERGEANT AT ARMS DESIGNATION AT BOARD MEETINGS.

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: _____

Board Trustee: J. WATKINS Date: 1 JUL 2020

Print Name: _____

Received by: [Signature] Date: 7/8/2020

“All persons in attendance at a Board meeting, hearing, or workshop shall conduct themselves in a civil manner and refrain from action that disrupts the meeting or hinders the Board in performing its duties.” To these ends, such persons are prohibited from:

1. committing acts of violence toward any person;
2. making threats of violence or speaking "fighting words" that are likely to provoke violence;
3. disrupting the proceedings with excessive commotion or excessively loud shouting or other noise or use of obscene or crude language;
4. interfering with the rights of others to speak, hear, see, or attend the proceedings;
5. being unduly repetitious or presenting matters not relevant to the agenda item under consideration;
6. making personal attacks or insults against any person;
7. speaking on a subject about which the Board has already taken a position or about which the Board has voted not to receive further comment;
8. continuing to speak after the allotted time has expired or after having been ruled out of order; or
9. speaking on a subject that is clearly outside the purview of the posted meeting agenda

The Chair or Sargent of Arms shall rule out of order any person(s) violating these provisions for orderly meetings. In appropriate situations (e.g., if such person(s) refuse to cease such violations), the Chair or Sargent of Arms may have such person(s) removed from the meeting, hearing, or workshop by law enforcement personnel or take such other actions as may be reasonably necessary to enforce these requirements.

Manatee County Resolution R-16-068, items 1 – 9

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
AGENDA FORM FOR TRUSTEES

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

Agenda Item: ALL SIGNS - PRIVATE PROPERTY + SIGNS ON MARINA GATES + COMMON SIGN Meeting Date: 22 JUL 2020

Type of Meeting: _____ Workshop _____ Board Meeting

Motion: Discussion: _____ (check one)

Rationale for Request: REMOVE ALL SIGNS "PRIVATE PROPERTY", SIGNS ON MARINA GATES AND COMMON SIGN. SIGNS WERE NOT APPROVED BY THE BOARD FOR PURCHASE OR POSTING. REMOVE ALL SIGN POSTS. THE COMMON COMPANY WAS NOT BOARD APPROVED AND HAS A LIST OF COMPLAINTS. DESTROY ANY CONTRACTUAL AGREEMENTS

Estimated Costs to District (if applicable)

OVER \$1K FOR SIGN PURCHASE, POSTS, HARDWARE + LABOR TO INSTALL.

Attachments/Supporting documents: None: _____

THIS MONEY COULD HAVE BEEN BETTER SPENT ON OUR WELCOME SIGNS WHICH ARE DETERIORATING AT A RAPID RATE.

Board Trustee: [Signature] Date: 14 JUL 2020

Print Name: S. WATKINS

Received by: [Signature] Date: 7/14/2020