Agenda

Bayshore Gardens Park & Recreation District Board of Trustees Meeting

Wednesday; January 22, 2025 @ 7:00 P.M.

- 1. Roll Call
- 2. Call to Order
- 3. Pledge to Flag
- 4. Approval of Minutes: 8/28/24 BOT Meeting / 11/20/24 Special Meeting / 11/20/24 BOT Meeting 12/18/24 BOT Meeting & 1/2/25 BOT Organizational Meeting
- 5. Treasurer's Report
- 6. Trustee Committee Reports
 - Long Range Planning (Skip)
- 7. District Office Manager's Report
 - Woodchoppers Surplus Property (Planer) / Replace Planer
 - Chage Orders ADA Restroom Project
- 8. Old Business
 - Agenda Motion (D. Rawlinson) Marina Access North Radcliffe
- 9. New Business
- 10. Resident Comments on Agenda Items 3 Minutes
- 11. Announcements for Clubs & Organizations
- 12. 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

	Dec 24	Oct - Dec 24	Annual Budget
Ordinary Income/Expense			
Income			
4000 · Assessments			
4005 ⋅ Property Tax	125,505.53	136,479.03	562,350.00
4006 · Commission fees	-3,765.16	-4,094.37	-36,557.00
4007 · Excess fees (Excess commission fees)	0.00	3,970.48	
Total 4000 · Assessments	121,740.37	136,355.14	525,793.00
4100 · Rent			
4111 · Screen Room Rental	50.00	-65.00	150.00
4120 · Hall Rentals	1,802.09	-182.91	25,000.01
4150 · Marina Rentals			
4151 · Slip Rental			
4152 · Resident slip rentals	1,680.00	48,192.00	60,000.00
4153 · Non Resident slip rentals	16,092.00	137,007.00	120,000.00
Total 4151 · Slip Rental	17,772.00	185,199.00	180,000.00
4154 · Small Boat Area	576.00	1,536.00	1,000.00
4156 · Trailer Space Rental	1,260.00	4,776.00	4,999.99
4157 ⋅ Gate Keys	450.00	3,240.00	6,000.00
4162 · NR Boat Ramp	800.00	8,800.00	12,000.00
4825 · Work Area/Pressure Washer	150.00	300.00	
Total 4150 · Marina Rentals	21,008.00	203,851.00	203,999.99
Total 4100 · Rent	22,860.09	203,603.09	229,150.00
4300 ⋅ Pool			
4360 ⋅ Pool FOB	200.00	700.00	3,000.00
Total 4300 · Pool	200.00	700.00	3,000.00
4500 ⋅ Publications			
4520 · Banner - Subscriptions	0.00	30.00	
Total 4500 · Publications	0.00	30.00	
4600 · Interest Income (Interest Income)	107.19	359.42	
4800 · Miscellaneous Income			

Bayshore Gardens Park & Recreation District Profit & Loss Budget Performance

	Dec 24	Oct - Dec 24	Annual Budget
4802 · Office Services	5.00	21.60	80.00
4830 · Over/Short	0.01	0.01	
Total 4800 · Miscellaneous Income	5.01	21.61	80.00
Total Income	144,912.66	341,069.26	758,023.00
Gross Profit	144,912.66	341,069.26	758,023.00
Expense			
5000 · Administration Expenses			
5100 · Wages, Taxes and Fees			
5120 · Wages - Adminstration	5,632.00	19,368.00	60,000.00
5130 · Wages - Maintenance	3,755.25	14,779.00	80,000.00
5132 · Wages - Dockmaster	646.16	2,261.56	9,000.00
5135 · Wages - Pool	0.00	1,314.26	54,000.00
5170 · Health Insurance Compensation	200.00	700.00	3,500.00
5210 · FICA-941 Taxes	782.86	2,939.36	15,000.00
5215 · Unemployment Taxes	0.00	114.93	600.00
5610 · Accounting Fees	500.00	3,600.00	12,000.00
6080 · Travel Mileage	0.00	0.00	500.00
Total 5100 · Wages, Taxes and Fees	11,516.27	45,077.11	234,600.00
Total 5000 · Administration Expenses	11,516.27	45,077.11	234,600.00
5200 ⋅ Marina Expense			
5250 · Property Tax	0.00	2,860.52	3,600.00
5575 · Marina Repair/Maintenance/FOBS	-2,104.25	-1,108.86	25,000.00
Total 5200 · Marina Expense	-2,104.25	1,751.66	28,600.00
5300 · Security			
5311 · Security Camera R&M	-1,464.69	-774.69	22,700.00
5300 · Security - Other	20,954.89	20,954.89	
Total 5300 · Security	19,490.20	20,180.20	22,700.00
5400 · Utilities			
5410 · Electric	1,012.87	2,249.57	30,000.00
5420 · Water/Sewer	1,825.62	4,704.07	20,000.00

Bayshore Gardens Park & Recreation District Profit & Loss Budget Performance

	Dec 24	Oct - Dec 24	Annual Budget
5430 · Telephone	0.00	0.00	1,200.00
5440 · Gas/Propane	0.00	0.00	100.00
5460 · Internet	267.67	803.01	3,100.00
Total 5400 · Utilities	3,106.16	7,756.65	54,400.00
5500 · Building and Grounds			
5511 · Professional/Contract Services	5,375.00	5,375.00	10,000.00
5512 · Repairs, Maintenance & Supplies	197.19	1,440.88	11,000.00
5514 · Building Maintenence	4,276.99	4,276.99	15,000.00
5515 · Janitorial and Cleaning	373.97	1,113.68	7,000.00
5516 · Gasoline (Grounds machinery fuel)	0.00	0.00	600.00
5520 · Maintenance Equipment	0.00	0.00	6,000.00
5530 · Pest Control	0.00	105.00	600.00
5560 · Landscaping	24.60	444.87	52,023.00
5580 · Pool Maintenance	0.00	0.00	5,800.00
5585 · Pool Repair/Replacement	0.00	24.56	2,000.00
5590 · Pool Chemicals	322.50	1,527.40	25,000.00
5591 · EPA/Water	0.00	0.00	1,300.00
5683 · Certification Reimbursement	0.00	0.00	1,000.00
5684 · Woodchoppers	0.00	188.00	1,000.00
6500 · Playground Expense	0.00	0.00	3,000.00
Total 5500 · Building and Grounds	10,570.25	14,496.38	141,323.00
5600 · Other Administration Expense			
5519 · Leased Equipment	331.10	1,596.26	2,200.00
5650 ⋅ Postage	0.00	0.00	1,200.00
5660 ⋅ Legal Fees	0.00	846.30	5,000.00
5665 · Seminars, Training and Fees	0.00	0.00	500.00
5670 · Office Supplies/Expenses	417.10	803.50	7,000.00
5680 · Audit Fees	0.00	0.00	14,000.00
5682 · Organizational Fees and License	20.00	20.00	200.00
5686 · Website Maintenance	332.00	584.00	1,600.00

Bayshore Gardens Park & Recreation District Profit & Loss Budget Performance

	Dec 24	Oct - Dec 24	Annual Budget
5690 · Advertising	250.06	250.06	700.00
6020 · Bank Fees	1,607.30	5,003.31	12,000.00
6040 · Trustee Election	0.00	0.00	3,000.00
6041 · Board Ethics Course	158.00	158.00	1,000.00
Total 5600 · Other Administration Expense	3,115.56	9,261.43	48,400.00
5630 · Insurance-Business			
5631 · Insurance - Liability	0.00	44,317.00	13,000.00
5632 · Insurance - Workers Compensatio	0.00	3,158.24	5,000.00
5633 · Insurance - Auto Liability	0.00	0.00	0.00
5634 · Insurance -Property	0.00	0.00	34,000.00
Total 5630 · Insurance-Business	0.00	47,475.24	52,000.00
5700 · Publications Expense			
5711 · Banner composition	415.00	1,270.00	5,000.00
5750 · Banner - Office Supplies	196.00	588.00	2,500.00
Total 5700 · Publications Expense	611.00	1,858.00	7,500.00
5800 · District Recreation			
5830 · Expenses -	0.00	0.00	5,000.00
5870 · Swim Team	0.00	0.00	5,000.00
Total 5800 · District Recreation	0.00	0.00	10,000.00
5900 ⋅ Capital Layout			
5901 · Survey	0.00	0.00	0.00
5915 - Maintenance Shed Awning	0.00	0.00	15,000.00
5917 · Pool ADA Bathrooms	0.00	0.00	0.00
5921 · Fitness Trail	0.00	0.00	30,000.00
5922 - Hall	2,760.00	27,460.00	13,500.00
5923 · Playground	40,881.49	40,881.49	100,000.00
Total 5900 · Capital Layout	43,641.49	68,341.49	158,500.00
6900 · Uncategorized Expenses	0.00	0.00	
8500 · STORM EXPENSES	9,141.08	82,781.33	
otal Expense	99,087.76	298,979.49	758,023.00

12:46 PM 01/15/25 Accrual Basis

Bayshore Gardens Park & Recreation District Profit & Loss Budget Performance

	Dec 24	Oct - Dec 24	Annual Budget
Net Ordinary Income	45,824.90	42,089.77	0.00
Other Income/Expense			
Other Income			
10000 ⋅ Sales Tax Discount	30.00	60.00	
Total Other Income	30.00	60.00	
Net Other Income	30.00	60.00	
Net Income	45,854.90	42,149.77	0.00

12:53 PM 01/15/25 Accrual Basis

Bayshore Gardens Park & Recreation District Balance Sheet

As of December 31, 2024

Dec 31, 24 **ASSETS Current Assets** Checking/Savings 1000 · Checking-Operating 5/3 2537 48,031.40 1004 · Petty Cash - District 350.00 1005 · Escrow Account 5/3 - 3919 36.000.00 1006 · Checking-Payroll 5/3 2545 12,092.68 1016 - Savings - Operating 5/3 4032 275,792.90 1019 · Savings Reserves 5/3 5013 1022 · Reserve Fund-Hall Upgrade 21.935.22 1022.5 · Building Maintenance 22,335.91 1024 · Reserve Fund - Wood Shop Exp 215.01 1025 · Reserve Fund - ADA 91,410.88 1027.5 · Basketball Court 2,237.07 1032 · Reserve Fund - Marina 144,699.00 1033 · Reserve Fund-Outdoor Recreation 25,000.00 1036 · Reserve Fund - Security 35,000.00 1037 · Fitness Trail 5,000.00 1038 · Hall Floors 800.00 1040 · Reserve Fund - Screen Room 30,000.00 1050 · Reserve Account Bank Fees -7,544.20 1051 · Reserve Account Interest Income 3,268.48 Total 1019 · Savings Reserves 5/3 5013 374,357.37 746,624.35 **Total Checking/Savings Accounts Receivable** 1100 · Accounts Receivable 55,848.28 **Total Accounts Receivable** 55,848.28 **Other Current Assets** 11500 · Water Boy Bottle Deposit 35.00 1499 · *Undeposited Funds 6,217.70 **Total Other Current Assets** 6,252.70 **Total Current Assets** 808,725.33 **Fixed Assets** 1900 · Land 400,000.00 1910 · Buildings 1,338,396.93 1920 · Recreation Area 2,237,147.21 1940 · Recreation Area F & E 97,308.64 1960 · Machines & Equipment 136,811.67 1980 · Office Furniture and Equipment 38,112.48 1990 · Other Furniture and Equipment 53,448.88 1995 · Accumulated Depreciation -1,641,317.52 2,659,908.29 **Total Fixed Assets TOTAL ASSETS** 3,468,633.62 12:53 PM 01/15/25 Accrual Basis

Bayshore Gardens Park & Recreation District Balance Sheet

As of December 31, 2024

As of December	31, 2024
	Dec 31, 24
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	22,204.63
Total Accounts Payable	22,204.63
Other Current Liabilities	
2010 · Accrued Wages	6,180.17
2100 · Payroll Liabilities	-479.21
2105 · Prepaid Expenses (Expense paid for previous F	Y) -536.20
2171 · Sales Tax Payable	4,957.16
2500 · Security Deposits	
2501 · Hall Security Deposits	3,750.00
2502 · Marina Security Deposits	40,230.00
2503 · Screen Room Deposit (Screen Room Depos	-120.00
Total 2500 · Security Deposits	43,860.00
2600 · Deferred Revenues	43,925.59
2800 · Deposit on Boat Slips	1,250.00
Total Other Current Liabilities	99,157.51
Total Current Liabilities	121,362.14
Total Liabilities	121,362.14
Equity	
3040 ⋅ Owners' Equity	182,295.76
3050 ⋅ Retained Earnings (Retained Earnings)	2,235,988.46
3200 · Fund Balance	-86,517.97
3300 · Investment in GFAAG	973,355.46
Net Income	42,149.77
Total Equity	3,347,271.48
TOTAL LIABILITIES & EQUITY	3,468,633.62

Bayshore Gardens Board of Trustees Meeting

Item for agenda January 15, 2025

The Wood Shop has a 33 year old broken 12 inch wide planer that is not worth fixing. Members of the Wood Shop are experienced repairing such equipment and have inspected it, and have determined that it is not worth fixing. A new one cost about \$300 and a good working used one cost about \$100. It therefore does not make any sense trying to sell it and it should be revalued as worthless junk and disposed of. This item is considered District property and therefore requires a vote to declare the item to be valueless and to decide to dispose of it.

Sincerely,

Richard Jackerson, former trustee and current member of the Wood Shop.

P.S. The Wood Shop has previously requested the Board to take care of this about 6 months ago.

CAP701

To: BAYSHORE GARDENS DISTRICT 6919 26TH ST W BRADENTON, FL 34205

From:

VENTURE BUILDERS, INC 4305 32ND ST. W. #-C BRADENTON, FL 34205

Original Contract Sum:

\$201,928.00

Previous Change Orders:

\$28,355.12

Contract Sum:

\$230,283.12

Value of this Change Order:

\$1,917.91

New Contract Sum:

\$232,201.03

Change Order Number:

Change Order Date:

11

1/06/2025

Architect's Project Number: 23-19

Contract for:

Contract Date: 11/30/2023

Our Project Code: 2023-35

Project:

DISTRIBUTE TO:

Owner Contractor Other Architect Field Construction Manager

The Contract Completion date will change by:

The expected completion date will be:

11

The Contract is Changed as Follows;

SMALL BATH FLOAT AND FILL \$450.00 NON SLIP TILE \$200.00 ADDITIONAL 80 SQ FT OF SHOWER WALLS \$220.00 ADDITIONAL LABOR \$400.00 REPAIR TILE AFTER WAND REMOVAL \$300.00 **CONSTRUCTION MANAGEMENT \$314.00 INSURANCE \$33.91**

Arch	

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WORLD DESIGN

ØN. FL 34205

Contractor

VENTURE BUILDERS, INC 4305 32ND ST. W. #-C BRADENTON L 34205

Signature

Date

Owner

BAYSHORE GARDENS DISTRICT 6919 26TH ST W BRADENTON, FL 34205

Signature

Date

CAP701

To: BAYSHORE GARDENS DISTRICT 6919 26TH ST W BRADENTON, FL 34205

From:

VENTURE BUILDERS, INC 4305 32ND ST. W. #-C BRADENTON, FL 34205

Original Contract Sum:

\$201,928.00

Previous Change Orders:

\$30,273.03

Contract Sum:

\$232,201.03

Value of this Change Order:

\$1,387.85

New Contract Sum:

\$233,588.88

Change Order Number:

Change Order Date:

12

1/06/2025

Architect's Project Number: 23-19

Contract for:

Contract Date: 11/30/2023

Our Project Code: 2023-35

Project:

DISTRIBUTE TO:

Owner Other Contractor Architect Field Construction Manager

The Contract Completion date will change by:

The expected completion date will be:

/ /

The Contract is Changed as Follows;

JOBSITE RESTROOMS BUDGETED FOR 3 MONTHS BUDGET \$1.884.00 NOTE #4 FOR TWO TIMES PER WEEK \$1,055.00 TOTAL BUDGET \$2,934.00 ACTUAL \$5,665.61 OVERAGE \$2,726.61 SHARE OVERAGE AT 50% \$1363.31 **INSURANCE \$24.54**

Ar	ch	iite	ct

WORLD DESIGN 81818THST W

BRADENTON FL 34205

Contractor

VENTURE BUILDERS, INC 4305 32ND ST. W. #-C BRADENTON FL 34205

Date

Owner

BAYSHORE GARDENS DISTRICT 6919 26TH ST W BRADENTON, FL 34205

Signature

Date

CAP701

To:
BAYSHORE GARDENS DISTRICT
6919 26TH ST W
BRADENTON, FL 34205

From:

VENTURE BUILDERS, INC 4305 32ND ST. W. #-C BRADENTON, FL 34205

Original Contract Sum:

\$201,928.00

Previous Change Orders:

\$31,660.88

Contract Sum:

\$233,588.88

Value of this Change Order:

\$504.30

New Contract Sum:

\$234,093.18

Change Order Number:

Change Order Date:

13

1/06/2025

Architect's Project Number: 23-19

Contract for:

Contract Date: 11/30/2023

Our Project Code: 2023-35

Project:

DISTRIBUTE TO:

Owner Contractor Other
Architect Field Construction Manager

The Contract Completion date will change by:

The expected completion date will be:

11

The Contract is Changed as Follows;

BUILD PRIVACY WALLS FOR RESTROOMS MATERIAL 162.82 LABOR \$250.00 CONSTRUCTION MANAGEMENT \$82.56 INSURANCE \$8.92

Ar	ch	ite	ect
100	100	100	

Sjgnatu

WORLD DESIGN 818 13TH OST W

BRADENTON, EL 34205

11-7-25

Contractor

VENTURE BUILDERS, INC 4305 32ND ST. W. #-C BRADENTON 1 34205

Signature

Date 1725

Owner

BAYSHORE GARDENS DISTRICT 6919 26TH ST W BRADENTON, FL 34205

Signature

Date

CAP701

To: **BAYSHORE GARDENS DISTRICT** 6919 26TH ST W BRADENTON, FL 34205

From:

VENTURE BUILDERS, INC 4305 32ND ST. W. #-C BRADENTON, FL 34205

Original Contract Sum:

\$201,928.00

Previous Change Orders:

\$32,165.18

Contract Sum:

\$234,093.18

Value of this Change Order:

\$176.13

New Contract Sum:

\$234,269.31

Change Order Number:

Change Order Date:

14

1/06/2025

Architect's Project Number: 23-19

Contract for:

Contract Date: 11/30/2023

Our Project Code: 2023-35

Project:

DISTRIBUTE TO:

Owner Contractor Architect Field

Other

Construction Manager

The Contract Completion date will change by:

The expected completion date will be:

11

The Contract is Changed as Follows;

NEW HANDICAP REQUIRED SIGNAGE FOR BATHROOM DOORS

MATERIAL 69.18 LABOR \$75.00 **CONSTRUCTION MANAGEMENT \$28.84 INSURANCE \$3.11**

Archite	ct
	100

WORLD DESIGN 818/13TH SI W

BRADENTON FL 34205

Contractor

VENTURE BUILDERS, INC 4305 32ND ST. W-#-C

BRADENTON FL 34205

Signature

<u>Owner</u>

BAYSHORE GARDENS DISTRICT 6919 26TH ST W BRADENTON, FL 34205

Signature

Date

Date

CAP701

To:
BAYSHORE GARDENS DISTRICT
6919 26TH ST W
BRADENTON, FL 34205

From:

VENTURE BUILDERS, INC 4305 32ND ST. W. #-C BRADENTON, FL 34205

> Original Contract Sum: \$201,928.00 Previous Change Orders: \$32,341.29

> > Contract Sum: \$234,269.29

Value of this Change Order:

\$614.51

New Contract Sum:

\$234,883.80

15	1/06/2025
Architect's Project Number	23-19
Contract for:	Contract Date: 11/30/2023

Our Project Code: 2023-35

Project:

DIST	FRIRI	ITE	TO:

Owner	Contractor	Other
Architect	Field	Construction Manager

The Contract Completion date will change by:

The expected completion date will be:

11

The Contract is Changed as Follows;

BRING EXISTING WATER FOUNTAIN ELECTRICAL UP TO CODE PER COUNTY SUPPLIES \$21.66
RAYCO ELECTRIC \$481.38
CONSTRUCTION MANAGEMENT \$100.61
INSURANCE \$10.86

Architect	Contractor	Owner
WORLD DESIGN 818 13TH ST W BRADENTON, FL 34205	VENTURE BUILDERS, INC 4305 32ND ST. W. #-C BRADENTON, FL 34205	BAYSHORE GARDENS DISTRICT 6919 26TH ST W BRADENTON, FL 34205
Signature) - 7-75	Signatue	Signature
Date Software by: PEM Software Systems, Inc. 1-800-803-	Date 315 Copyright 2016 ©	Date

CAP701

To: **BAYSHORE GARDENS DISTRICT** 6919 26TH ST W BRADENTON, FL 34205

From:

VENTURE BUILDERS, INC 4305 32ND ST. W. #-C BRADENTON, FL 34205

Original Contract Sum:

\$201,928.00

Previous Change Orders:

\$32,929.35

Contract Sum:

\$234,857.35

Value of this Change Order:

\$520.22

New Contract Sum:

\$235,377.57

Change Order Number:

Change Order Date:

16

1/06/2025

Architect's Project Number: 23-19

Contract for:

Contract Date: 11/30/2023

Our Project Code: 2023-35

Project:

DISTRIBUTE TO:

Owner Architect Contractor

Other

Field

Construction Manager

The Contract Completion date will change by:

The expected completion date will be:

11

The Contract is Changed as Follows;

SMALL EMPLOYEE BATH WINDOW REPAIR AND PAINTING WALLS AND FLOOR 3 COATS. MATERIAL FOR WINDOW \$50.85 PAINTING AND WINDOW LABOR \$375.00 **CONSTRUCTION MANAGEMENT \$85.17 INSURANCE \$9.20**

Ar	C	ni	te	C	t

WORLD DESIGN 818 13THIST W

BRADENTON) FIL 34205

Contractor

VENTURE BUILDERS, INC 4305 32ND ST. W_#-C BRADENTON FL 34205

Signature

Date

<u>Owner</u>

BAYSHORE GARDENS DISTRICT 6919 26TH ST W BRADENTON, FL 34205

Signature

Date

CAP701

To: BAYSHORE GARDENS DISTRICT 6919 26TH ST W BRADENTON, FL 34205

From:

VENTURE BUILDERS, INC 4305 32ND ST. W. #-C BRADENTON, FL 34205

Original Contract Sum:

\$201,928.00

Previous Change Orders:

\$33,449.35

Contract Sum:

\$235,377.35

Value of this Change Order:

\$897.88

New Contract Sum:

\$236,275.23

Change Order Number:

Change Order Date:

17

1/06/2025

Architect's Project Number: 23-19

Contract for:

Contract Date: 11/30/2023

Our Project Code: 2023-35

Project:

DISTRIBUTE TO:

Owner Contractor Architect

Other

Field

Construction Manager

The Contract Completion date will change by:

The expected completion date will be:

//

The Contract is Changed as Follows;

FROSTY AIR PER COUNTY FAN CHANGES. REFER TO CHANGE ORDER #1 FROSTY AIR \$735.00 CONSTRUCTION MANAGEMENT \$147.00 **INSURANCE 15.88**

Arc	hitect	

WORLD DESIGN 818-13TH)ST W

BRADENTON, FL 34205_

Contractor

VENTURE BUILDERS, INC 4305 32ND ST. W. #-C BRADENTON FL 34205

Signature

Owner

BAYSHORE GARDENS DISTRICT 6919 26TH ST W BRADENTON, FL 34205

Signature

Date

CAP701

To:
BAYSHORE GARDENS DISTRICT
6919 26TH ST W
BRADENTON, FL 34205

From:

VENTURE BUILDERS, INC 4305 32ND ST. W. #-C BRADENTON, FL 34205

Value of this Change Order:

Original Contract Sum: \$201,928.00
Previous Change Orders: \$34,347.23
Contract Sum: \$236,275.23

New Contract Sum: \$232,331.23

\$-3,944.00

Change Order Number: Change Order Date:

18 1/06/2025

Architect's Project Number: 23-19

Contract for: Contract Date: 11/30/2023

Our Project Code: 2023-35

Project:

D	ICT	FD	IDI	ITE	TO:

Owner	Contractor	Other
Architect	Field	Construction Manage

The Contract Completion date will change by:

The expected completion date will be:

11

The Contract is Changed as Follows;

CREDIT SOFFIT REPAIR COMPLETED BY BAYSHORE. NEW DAMAGE CAUSED BY THE STORM. WE WILL BE GLAD TO COMPLETE THE REPAIR. WE WILL NEED TO RECEIVE AN UPDATED PROPOSAL FROM OUR SOFFIT COMPANY. LET US KNOW IF YOU WOLD LIKE TO PROCEED WITH THE REPAIR.

WORLD DES	IGN	
818 13TH ST	W	
BRADENTON	I, FL 34205	
1	10.0	*
	MAC	STATE OF THE PARTY
Signature	-	
/ / / /	/, -	2 20
1 1 1	/ /	1-/

Architect

Contractor

Date

VENTURE BUILDERS, INC 4305 32ND ST. W. #-C BRADENTON, FL 34205

Signature CHY

<u>Owner</u>

BAYSHORE GARDENS DISTRICT 6919 26TH ST W BRADENTON, FL 34205

Signature

Date

WORLD DESIGN, INC.

818 13th Street West Bradenton, Florida 34205 (941) . 755 . 3934 (941) . 756 . 6869 Fax John@WDIarchitects.com



AA C001570 • AR0012518
Architecture • Engineering
Land Planning • Space Planning

Development • Est. 1979

September 9th, 2024

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

Attn: Gia Cruz

Re: Architectural drawings

FOR PROFESSIONAL SERVICES RENDERED TO DATE:

Architectural drawings for ADA Complia Paid to date		9,100.00 8,100.00	
Balance for Inspections (4 visits) Additional drawings & engineering for h	and dryer additions \$	1,000.00 950.00	
Total Due	<u>~\$</u>	1,950.00	

Thank You,

John A. Ziemnicki, AIA, NCARB

Architect/President

New Billing Bayshore#2

ACKNOWLEDGEMENT AND RELEASE

WHEREAS, Bayshore Gardens Park and Recreation District, a special district	ct duly constituted
under the laws of the State of Florida (the "District") is the owner of the tract	of land located at
[ADDRESS] (the "Marina"), and is willing to permit	(the "Property
Owner") to access the Marina Property directly from their Property (defined	herein), upon the
terms and conditions of this Acknowledgement and Release (the "Agreement"). The District and
the Property Owner, collectively, may be referred to herein as the "Parties".	

The Parties stipulate and agree as follows:

- 1. **Property Owner**. Property Owner is the owner of the tract of land located at [ADDRESS] (the "Property"), located adjacent to the Marina.
- 2. Direct Access to Marina. Property Owner acknowledges and agrees that Property Owner may only access the Marina directly from the Property for the limited purpose of transporting their vessel(s) to and from the Marina Property. Property Owner further acknowledges and agrees that Property Owner's direct access to the Marina is subject to the availability of safe and unobstructed access, which may be impeded from time to time due to the primary use of the portion of the Marina adjacent to the Property, which is for the parking of boats and trailers. Property Owner acknowledges and agrees that the District makes no promises, and is under no obligation, to ensure that the Marina is free of parked vehicles or other items and materials that may obstruct Property Owner's direct access to the Marina.
- 3. Termination. Property Owner acknowledges and agrees that the District reserves the right, in its sole discretion, to terminate this Agreement and Property Owner's authorization to directly access the Marina at any time upon written notice to the Property Owner. Such notice shall be hand delivered or transmitted via U.S. Mail to the Property, and shall be deemed effective upon delivery. Any provision of this Agreement providing for performance by either party after termination of this Agreement shall survive such termination and shall remain in full force and effect.
- **4. No Property Interest.** Property Owner acknowledges and agrees that this Agreement does not create, and shall not be construed to create or convey, any property interest, including any covenant, easement, or servitude in or to, or any lien upon, the Marina, or any other real or personal property of the District.
- 5. Release from Liability. Property Owner hereby agrees, on Property Owner's behalf and on behalf of Property Owner's guests, invitees, heirs and personal representatives, to fully and forever discharge and release District and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives ("Released Parties") from any and all claims Property Owner may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now

known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to Property Owner's entry upon and use of the Marina, whether caused by the negligence of the District or any of the Released Parties or by any other reason. Property Owner acknowledges and agrees that this Agreement is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or property damage sustained by Property Owner while on or using the Marina.

- **6. Indemnification.** Property Owner does hereby indemnify and hold harmless the District, its officers, agents, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional, wrongful misconduct of Property Owner while using the Marina.
- 7. **Responsibility for Personal Property.** Property Owner acknowledges and agrees that Property Owner is solely responsible for all property and personal belongings that Property Owner brings onto the Marina, and that District will not be responsible for or provide any security for Property Owner's property or personal belongings.
- **8. Repair of Damage.** Property Owner acknowledges and agrees that in case of damage or destruction to the Marina resulting from Property Owner's use thereof, Property Owner, at Property Owner's sole cost and expense, shall restore the Marina to its value, condition, and character existing immediately prior to such damage or destruction, or as close as possible thereto.
- 9. No Representations by District. Property Owner acknowledges and agrees that District makes no representation as to the condition of the Marina. Property Owner accepts and shall use the Marina in its "AS IS" condition. Property Owner acknowledges and agrees that Property Owner is not relying upon any representation or statement by District or District's employees, agents, or representatives regarding this Agreement or the Marina, except to the extent such representations are expressly set forth herein.
- **10. District Rules and Regulations.** Property Owner acknowledges that Property Owner's use of the Marina shall subject to any applicable rules and regulations of the District that may be adopted from time to time.
- 11. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any action arising out of this Agreement must be brought exclusively in Manatee County, Florida.
- 12. Waiver. A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision, or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

- 13. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 14. Entire Agreement. This Agreement contains the entire agreement of the Parties and there are no binding promises or conditions in any other agreements whether oral or written. This Agreement shall not be modified or amended, except in writing with the same degree of formality with which this Agreement is executed.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year first set forth below.

PROPERTY OWNER
By:
(Signature)
(Printed Name)
Date:
<u>DISTRICT</u>
Bayshore Gardens Park and Recreation District
By:
Dan Rawlinson, Chair
Date: