

Agenda
Bayshore Gardens Park & Recreation District
Board of Trustee Work Session
January 8, 2020 @ 7 P.M.

1. Roll Call

Discussions:

2. Review Revised Marina Contract
3. Hiring of New Attorney for District: Discussion
4. Establish Committees; Determine Qualified Committee Chairs to be Appointed by Chairman
 - a. Review/Revise Policies, Procedures and By-Laws; Governance Committee
 - b. Review/revise of employee manual, wages, benefits; Personnel & Salary Committee
 - c. Mission Statement, Strategic Planning & Budget; Long Term Planning/Finance Committee
 - d. House & Grounds Committee
 - e. Standing Committees versus Time-limited Task Committees
5. Review revised Club Forms (Feb 1st. deadline for clubs to complete for facility use)
6. Homeless/Trespass Issues: Temporary closing of beach gate; other remedies
7. Discuss date in April or early May for Public Hearing

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

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

Bayshore Gardens Park & Recreation District
Balance Sheet
As of January 8, 2020

Jan 8, 20

ASSETS

Current Assets

Checking/Savings

1000 · Checking-Operating 5/3 2537	117,015.36
1004 · Petty Cash - District	350.00
1006 · Checking-Payroll 5/3 2545	22,445.73
1016 · Savings - Operating 5/3 4032	131,095.63
1019 · Savings Reserves 5/3 5013	
1021 · Reserve Fund-Roofing (funds for Roofing)	26,607.39
1022 · Reserve Fund-Hall Upgrade (Funds for Hall upgrade)	76,497.94
1024 · Reserve Fund - Wood Shop Exp	800.00
1025 · Reserve Fund - ADA (Funds for furniture)	15,000.00
1026 · Reserve Fund-Park/Landscaping (Funds for playground and landscaping)	4,252.09
1027 · Reserve Fund- Parking Lot (funds for parking lot)	5,267.19
1031 · Reserve Fund-Air Conditioning	257.00
1032 · Reserve Fund - Marina (Marina Maintenance and Repair)	955,674.60
1019 · Savings Reserves 5/3 5013 - Other	4,234.47
Total 1019 · Savings Reserves 5/3 5013	<u>1,088,590.68</u>

Total Checking/Savings 1,359,497.40

Accounts Receivable

1100 · Accounts Receivable	24,511.72
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Total Accounts Receivable 24,511.72

Other Current Assets

1200 · Prepaid Insurance	2,331.26
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Total Other Current Assets 2,331.26

Total Current Assets 1,386,340.38

Fixed Assets

1900 · Land	400,000.00
1910 · Buildings	1,008,289.93
1920 · Recreation Area	411,150.19
1940 · Recreation Area F & E	98,556.63
1960 · Machines & Equipment	86,719.22
1980 · Office Furniture and Equipment	35,158.55
1990 · Other Furniture and Equipment	54,459.88
1995 · Accumulated Depreciation	<u>-1,144,431.66</u>

Total Fixed Assets 949,902.74

Other Assets

1800 · Utility Deposits	280.00
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Total Other Assets 280.00

TOTAL ASSETS 2,336,523.12

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

2000 · Accounts Payable	350.00
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Bayshore Gardens Park & Recreation District
Balance Sheet
As of January 8, 2020

	<u>Jan 8, 20</u>
Total Accounts Payable	350.00
Other Current Liabilities	
2010 · Accrued Wages	787.17
2100 · Payroll Liabilities	
2300 · Garnishment of Wages	257.03
2100 · Payroll Liabilities - Other	5,280.14
Total 2100 · Payroll Liabilities	<u>5,537.17</u>
2171 · Sales Tax Payable	1,391.02
2500 · Security Deposits	
2501 · Hall Security Deposits	6,250.00
2502 · Marina Security Deposits	-500.00
2503 · Screen Room Deposit (Screen Room Deposit)	20.00
2500 · Security Deposits - Other	-500.00
Total 2500 · Security Deposits	<u>5,270.00</u>
2600 · Deferred Revenues	13,707.59
Total Other Current Liabilities	<u>26,892.95</u>
Total Current Liabilities	<u>27,042.95</u>
Total Liabilities	27,042.95
Equity	
3040 · Owners' Equity	182,295.76
3050 · Retained Earnings (Retained Earnings)	1,493,436.75
3200 · Fund Balance	-86,517.97
3300 · Investment in GFAAG	530,325.04
Net Income	189,940.59
Total Equity	<u>2,309,480.17</u>
TOTAL LIABILITIES & EQUITY	<u><u>2,336,523.12</u></u>

Bayshore Gardens Park & Recreation District Profit & Loss Budget Performance December 2019

Ordinary Income/Expense	Dec 19	Budget	Oct - Dec 19	YTD Budget	Annual Budget
Income					
4000 · Assessments					
4005 · Property Tax	256,842.65	42,939.00	317,912.14	128,817.00	515,268.00
4006 · Commission fees	-7,705.28	-1,291.67	-9,206.16	-3,875.01	-15,500.00
4007 · Excess fees (Excess commission fees)	0.00	0.00	3,415.48	0.00	0.00
Total 4000 · Assessments	249,137.37	41,647.33	312,121.46	124,941.99	499,768.00
4100 · Rent					
4111 · Screen Room Rental	25.00	83.33	50.00	249.99	1,000.00
4120 · Hall Rentals	2,141.35	1,666.67	2,607.71	4,999.97	20,000.00
4150 · Marina Rentals					
4151 · Slip Rental					
4152 · Resident slip rentals	0.00	3,283.33	0.00	9,849.99	39,400.00
4153 · Non Resident slip rentals	0.00	7,750.00	0.00	23,250.00	93,000.00
4155 · Short Term Slip Rental	0.00	25.00	0.00	75.00	300.00
4158 · Homeowner-Non Resident	0.00	83.33	-648.00	249.99	1,000.00
Total 4151 · Slip Rental	0.00	11,141.66	-648.00	33,424.98	133,700.00
4154 · Small Boat Area	-192.00	166.67	1,728.00	500.01	2,000.00
4156 · Trailer Space Rental	0.00	250.00	2,592.00	750.00	3,000.00
4157 · Gate Keys	320.00	500.00	4,160.00	1,500.00	6,000.00
4805 · late fees	0.00	33.33	0.00	99.99	400.00
4825 · Work Area/Pressure Washer	30.00	75.00	90.00	225.00	900.00
Total 4150 · Marina Rentals	158.00	12,166.66	7,922.00	36,499.98	146,000.00
Total 4100 · Rent	2,324.35	13,916.66	10,579.71	41,749.94	167,000.00
4300 · Pool					
4360 · Pool FOB	30.00		210.00		
Total 4300 · Pool	30.00		210.00		
4400 · Donations					
4405 · General Donations	0.00	0.00	0.00	0.00	0.00
Total 4400 · Donations	0.00	0.00	0.00	0.00	0.00
4500 · Publications					
4520 · Banner - Subscriptions	0.00	0.00	0.00	0.00	0.00

Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance

December 2019

	Dec 19	Budget	Oct - Dec 19	YTD Budget	Annual Budget
4530 · Banner - Classified Ads	0.00	416.66	20.00	1,249.98	5,000.00
Total 4500 · Publications	0.00	416.66	20.00	1,249.98	5,000.00
4600 · Interest Income (Interest Income)	1,539.44	416.66	5,335.36	1,250.06	5,000.00
4800 · Miscellaneous Income					
4802 · Office Services	14.30		38.30		
4815 · Insurance Refunds	0.00		0.00		
4830 · Over/Short	0.01		0.01		
4800 · Miscellaneous Income - Other	0.00	83.34	0.00	250.02	1,000.00
Total 4800 · Miscellaneous Income	14.31	83.34	38.31	250.02	1,000.00
Total Income	253,045.47	56,480.65	328,304.84	169,441.99	677,768.00
Gross Profit	253,045.47	56,480.65	328,304.84	169,441.99	677,768.00
Expense					
5000 · Administration Expenses					
5100 · Wages, Taxes and Fees					
5120 · Wages - Administration	5,544.25	5,166.66	16,701.14	15,499.98	62,000.00
5130 · Wages - Maintenance	8,979.75	9,315.00	26,983.43	27,945.00	111,780.00
5132 · Wages - Dockmaster	700.00	750.00	1,400.00	2,250.00	9,000.00
5133 · Marina Project Manager	0.00	208.34	0.00	625.02	2,500.00
5135 · Wages - Pool	0.00	4,750.00	5,306.94	14,250.00	57,000.00
5170 · Health Insurance Compensation	450.00	416.66	1,350.00	1,249.98	5,000.00
5210 · FICA-941 Taxes	1,199.05	1,500.00	3,938.94	4,500.00	18,000.00
5215 · Unemployment Taxes	0.00	50.00	103.82	150.00	600.00
5330 · Hall Monitor	143.00	0.00	220.00	0.00	0.00
5450 · Cell Phone	0.00	25.00	0.00	75.00	300.00
5610 · Accounting Fees	750.00	3,250.00	3,500.00	9,750.00	39,000.00
6080 · Travel Mileage	0.00	41.66	51.04	124.98	500.00
Total 5100 · Wages, Taxes and Fees	17,766.05	25,473.32	59,555.31	76,419.96	305,680.00
Total 5000 · Administration Expenses	17,766.05	25,473.32	59,555.31	76,419.96	305,680.00
5200 · Marina Expense					
5250 · Property Tax	0.00	0.00	4,758.66	0.00	0.00
5570 · Small Boat Area	0.00	0.00	0.00	0.00	0.00
5575 · Marina Repair/Maintenance	111.57	166.66	156.57	499.98	2,000.00

Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance
December 2019

	Dec 19	Budget	Oct - Dec 19	YTD Budget	Annual Budget
Total 5200 - Marina Expense	111.57	166.66	4,915.23	499.98	2,000.00
5300 - Security					
5310 - Security Systems	39.99		119.97		
5311 - Security Camera R&M	0.00	0.00	0.00	0.00	0.00
5320 - Gate Closing Expense	0.00	114.59	375.00	343.77	1,375.00
5335 - Key Fobs	0.00	52.09	0.00	156.27	625.00
5300 - Security - Other	0.00		0.00		
Total 5300 - Security	39.99	166.68	494.97	500.04	2,000.00
5400 - Utilities					
5410 - Electric	1,211.47	1,500.00	3,684.51	4,500.00	18,000.00
5420 - Water/Sewer	1,289.09	1,416.66	3,375.42	4,249.98	17,000.00
5430 - Telephone/Pager/Cable/Web	357.77	333.34	712.71	1,000.02	4,000.00
5440 - Gas/Propane	19.01	83.34	110.97	250.02	1,000.00
Total 5400 - Utilities	2,877.34	3,333.34	7,883.61	10,000.02	40,000.00
5500 - Building and Grounds					
5511 - Professional/Contract Services	144.00	816.66	1,907.23	2,449.98	9,800.00
5512 - Repairs, Maintenance & Supplies	42.75	583.34	1,756.82	1,750.02	7,000.00
5515 - Janitorial and Cleaning	49.24	416.66	1,075.29	1,249.98	5,000.00
5516 - Gasoline (Grounds machinery fuel)	0.00	58.34	107.01	175.02	700.00
5520 - Maintenance Equipment	0.00	250.00	358.00	750.00	3,000.00
5530 - Pest Control	0.00	250.00	80.25	750.00	3,000.00
5560 - Landscaping	16,125.00	833.34	16,190.24	2,500.02	10,000.00
5580 - Pool Maintenance	0.00	416.66	71.58	1,249.98	5,000.00
5585 - Pool Repair/Replacement	0.00	0.00	0.00	0.00	0.00
5590 - Pool Chemicals	366.75	1,333.34	2,621.20	4,000.02	16,000.00
5683 - Certification Reimbursement	0.00	166.66	0.00	499.98	2,000.00
6500 - Playground Expense	0.00	208.34	0.00	625.02	2,500.00
Total 5500 - Building and Grounds	16,727.74	5,333.34	24,167.62	16,000.02	64,000.00
5600 - Other Administration Expense					
5519 - Leased Equipment	0.00	0.00	408.15	0.00	0.00
5650 - Postage	-110.00	41.66	0.00	124.98	500.00
5660 - Legal Fees	0.00	833.34	2,160.00	2,500.02	10,000.00

Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance
December 2019

	Dec 19	Budget	Oct - Dec 19	YTD Budget	Annual Budget
5665 · Seminars, Training and Fees	0.00	83.34	175.00	250.02	1,000.00
5670 · Office Supplies/Expenses	1,260.21	416.68	2,706.78	1,250.04	5,000.00
5680 · Audit Fees	0.00	1,000.00	0.00	3,000.00	12,000.00
5682 · Organizational Fees and License	1,500.00	125.00	1,500.00	375.00	1,500.00
5686 · Website Maintenance	100.00	0.00	442.34	0.00	0.00
5690 · Advertising	152.10	125.00	1,068.72	375.00	1,500.00
6020 · Bank Fees	532.39	500.00	1,486.34	1,500.00	6,000.00
6040 · Trustee Election	3,792.10	375.00	4,352.95	1,125.00	4,500.00
Total 5600 · Other Administration Expense	7,226.80	3,500.02	14,300.28	10,500.06	42,000.00
5630 · Insurance-Business					
5631 · Insurance - Liability	2,168.75	750.00	2,168.75	2,250.00	9,000.00
5632 · Insurance - Workers Compensatio	3,411.75	1,166.66	3,411.75	3,499.98	14,000.00
5633 · Insurance - Auto Liability	40.00	16.66	40.00	49.98	200.00
5634 · Insurance -Property	4,692.75	1,566.66	4,692.75	4,699.98	18,800.00
5635 · Insurance - Flood	1,293.00	833.34	3,879.00	2,500.02	10,000.00
Total 5630 · Insurance-Business	11,606.25	4,333.32	14,192.25	12,999.96	52,000.00
5700 · Publications Expense					
5710 · Banner - Commissions	0.00	125.00	0.00	375.00	1,500.00
5711 · Banner composition	0.00	416.66	710.00	1,249.98	5,000.00
5720 · Banner - Printing Costs	0.00	833.32	0.00	2,499.96	10,000.00
5740 · Banner - Paper Delivery	0.00	250.00	300.00	750.00	3,000.00
5750 · Banner - Office Supplies					
5752 · Office supplies	36.00	0.00	36.00	0.00	0.00
5750 · Banner - Office Supplies - Other	0.00	0.00	0.00	0.00	0.00
Total 5750 · Banner - Office Supplies	36.00	0.00	36.00	0.00	0.00
5760 · Banner - Miscellaneous Expenses					
5761 · Tide Tables	0.00	20.84	0.00	62.52	250.00
5762 · King Features	0.00	20.84	0.00	62.52	250.00
5760 · Banner - Miscellaneous Expenses -	0.00	0.00	0.00	0.00	0.00
Total 5760 · Banner - Miscellaneous Expenses	0.00	41.68	0.00	125.04	500.00
Total 5700 · Publications Expense	36.00	1,666.66	1,046.00	4,999.98	20,000.00
5800 · District Recreation					

Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance
December 2019

	Dec 19	Budget	Oct - Dec 19	YTD Budget	Annual Budget
5830 · Expenses -	28.72	833.34	43.71	2,500.02	10,000.00
Total 5800 · District Recreation	28.72	833.34	43.71	2,500.02	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	666.66	0.00	1,999.98	8,000.00
5904 · Resurface Breezeway	0.00	0.00	0.00	0.00	0.00
5906 · Fishing Pier Repair	0.00	1,383.58	0.00	4,150.78	16,603.00
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	7,500.00	30,000.00
5911 · Rec Hall Repairs	1,081.15	78.75	1,838.18	236.25	945.00
5912 · Automatic Gate to the Beach	-14,040.00	0.00	-14,040.00	0.00	0.00
5913 · Splash Park	-1,000.00	0.00	-1,000.00	0.00	0.00
5914 · Dog Park	-1,000.00	0.00	-1,000.00	0.00	0.00
5916 · Lighting Basketball Court	-13,500.00	0.00	-13,500.00	0.00	0.00
5917 · Pool ADA Bathrooms	-40,000.00	0.00	-40,000.00	0.00	0.00
5918 · Lighting Pool	-15,000.00	0.00	-15,000.00	0.00	0.00
5921 · Capital Layout - Marina Project	84,540.00	0.00	84,540.00	0.00	84,540.00
Total 5900 · Capital Layout	1,081.15	4,628.99	1,838.18	13,887.01	140,088.00
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
9010 · Bank Service Charges	21.00	0.00	42.00	0.00	0.00
Total Expense	57,522.61	49,435.67	128,479.16	148,307.05	677,768.00

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

December 2019

Dec 19	Budget	Oct - Dec 19	YTD Budget	Annual Budget
195,522.86	7,044.98	199,825.68	21,134.94	0.00
<u>195,522.86</u>	<u>7,044.98</u>	<u>199,825.68</u>	<u>21,134.94</u>	<u>0.00</u>

Net Ordinary Income

**Bayshore Gardens Park & Recreation District
Marina Boat Slip Contract**

Fee \$ _____ Slip # _____

Decal # _____ Decal # _____

Boat Sticker _____ FOB # _____ Trailer Space # _____

R NR NRH

1005 C

Name: _____ Phone #: _____

Address: _____, _____, _____

Email: _____ NR Security Deposit \$500 check #: _____ cash: _____ cc: _____

Boat Type: Sailboat / Motor / Other: _____ Hull Length: _____ LOA: _____

EMERGENCY CONTACT: _____ PHONE #: _____

THIS AGREEMENT is made on _____ day of _____, 20____ between Bayshore Gardens Park & Recreation District (hereinafter **"Owner"**) and _____, (hereinafter **"Renter"**) and incorporates the following additional terms, rules and regulations:

TERM: Boat Slip Contract is an annual contract for the period of _____, _____, 20____ through September 30, 20____. **NO REFUNDS** of slip fees will be issued should slip holder vacate prior to contract expiration unless a thirty (30) day written notice to the District Office is received with the intent to vacate prior to end of contract term.

- PRIORITY TO RESIDENTS:** Bayshore Gardens Residents have priority over Non-Residents for boat slips. Should a resident desire a slip and none are available, the Non-Resident Contract may not be renewed upon expiration. The District will strive to give the non-resident a courtesy ninety (90) day notice to vacate the slip when time permits such notice.
- SUBLEASE:** The Agreement only allows dockage of the above described vessel. Renter agrees not to transfer, sublet, assign or permit the use of their slip by any other person or vessel. Renter must notify the District Office within 48 hours of a change with the vessel noted herein.
- RATES:** Slip fees shall be paid in full upon contract signing by **Non-Residents**. RESIDENT Renters reserve the right to pay slip fee bi-annually. Slip fees are prorated based on the date of entry into the marina. Slip fee rates are set by the Board of Trustees on an annual basis. The Board reserves the right to increase slip rentals fees at renewal time. All fees and valid documentation must be provided to the office prior to slip occupancy.
- NON-RESIDENT SECURITY DEPOSIT:** Non-Residents shall pay a security deposit in the amount **\$500** upon execution of this Contract, which shall secure performance of the Contract, and may also be applied at the end of the rental period for any breach of Contract, or to pay any delinquency or damage caused by the Renter or their guests. Any unused security deposit shall be refunded to Renter upon contract expiration/ non-renewal and removal of vessel from the marina. Processing of refunds take approximately 14 business days. _____ **RENTER'S INITIALS**

5. **SLIP ASSIGNMENT/CHANGE FEE:** All boat slips will be assigned by the Dockmaster based on boat/slip size and slip availability. **SLIP CHANGE REQUEST:** Once the slip is assigned, if available and permitted by the Dockmaster, a **\$75 fee** will apply and must be paid in advance of the reassignment.
6. **LATE FEES:** The marina contract is based on the fiscal year of the District, October 1st through September 30th. **It is the responsibility of the Renter to renew prior to contract expiration on September 30th.** A ten (10) day grace period is granted through October 10th. **Thereafter, a late fee of \$100 will be imposed and is due and payable upon new contract execution.** If the amount due is not received within thirty (30) days of contract expiration, October 30th, the District reserves the right to sell Renter's vessel and the contents in accordance with Florida Statute 328.17, regarding non-judicial sale of vessels, shall apply to this Agreement and/or cause the boat to be removed from the slip at Renter's expense. The Renter(s) covenants that they are the owner of the boat described herein and authorize the District to proceed under FL. Statute, Section 328.17 after termination or non-renewal of Agreement. _____ **RENTER'S INITIALS**
7. **INSURANCE/VALID DOCUMENTS:** It is the responsibility of the Renter to maintain liability insurance in the amount of \$100,000.00 for the duration of the contract. Should insurance or registration documents expire during the contract term, Renter hereby acknowledges they will provide the District Office with valid documents prior to expiration of the existing file documents. This may be accomplished by email: office@bayshoregardens.org, via fax (941) 739-3515 or drop off at the office or night drop box. Failure to maintain current documentation with the District office may result in default provisions, noted within this Agreement, being pursued.
8. **INDEMNIFICATION AND INSURANCE:** Renter hereby releases and agrees to defend and fully indemnify Owner and hold it harmless from and against any and all liability, damages, costs or expenses, including attorney's fees, for any and all liability for personal injury, loss of life or property damage arising from any act or omission of any person including, but not limited to (1) the Bayshore Gardens premises or use of the dockage space; (2) in connection with the Renter's boat, motor or accessories while it is on the Bayshore Gardens premises; and (3) for loss or damage to Renter's boat, motors, accessories or contents due to fire, theft, vandalism, collision, windstorm, rain, hurricane or other casualty loss, including Renter's boat sinking in the marina. Renter shall, throughout the term of this Agreement and any renewal thereof, at its expense, keep and maintain in full force and effect liability insurance in the amount of \$100,000.00.
9. **EMERGENCIES/HURRICANES:** Should a situation arise with Renter's vessel (fire, distress, potential of sinking, worn dock lines, hurricane watch or warning) that requires attention, Renter and/or emergency contact noted herein, will be contacted by phone as soon as the situation is known by District personnel. Failure of the Renter to respond timely to prevent damage to the marina and surrounding vessels will result in District personnel taking the necessary precautions to protect the Renter's boat, dock and surrounding vessels. **Renter will pay the District \$100 per hour, due and payable upon receipt of an invoice for any services rendered.** The District, its employees and representatives will not be liable for any damages or liability whatsoever in securing the vessel.
_____ **RENTER'S INITIALS**

10. SALE OF VESSEL BY SLIP HOLDER: In the event Renter sells the vessel prior to contract expiration, new vessel owners MUST have permission and an executed Contract with the District prior to occupying the slip. Failure of Renter to adhere to the **NO SUBLETTING CLAUSE** may result in forfeiture of security deposit and/or any refund due, if applicable. Current Renter will remain liable for the slip under the terms of this contract. _____ **RENTER'S INITIALS**

11. DEFAULT: Renter shall be in default ("Default") under this Agreement if any of the following occur:

- A. Renter assigns or transfers this Agreement, or sublets the Slip;
- B. Renter allows the Slip to be used for the moorage of any Boat other than the Boat described herein;
- C. Renter becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the Renter. In no event shall the Agreement or any rights or privileges hereunder be an asset of Renter under any bankruptcy, insolvency, or reorganization proceedings;
- D. Renter violates any of Bayshore Gardens Rules and Regulations; or
- E. Renter violates breaches or fails to keep or perform any covenant, agreement, term or condition of this Agreement.

REMEDIES: In the event of any Default, Bayshore Gardens as Owner may, at its election, immediately or any time thereafter:

- A. Terminate this Agreement with the Renter still being liable for all monies owed to Owner up to the date of the termination including physical removal of the boat from Owner's slip, but not limited to, unpaid rent, sales tax and any unpaid additional rent, any physical damage to the Slip, or any other obligation of the Renter to Owner under this Agreement;
- B. In the event of the foregoing, Renter shall immediately remove the Boat from the Owner's marina. The Renter shall remain liable for the rent, sales tax and additional rent up to the date of termination and removal of boat from Owner's slip. In the event Renter fails to remove the Boat from the Owner's marina, then Owner may, without further notice, remove or cause to be removed, the Boat from the marina. Such removal by Owner shall be at Renter's sole cost, expense and risk.
- C. Exercise any other remedy allowable by law.

12. NUISANCES: No use or practice which is either an annoyance to Boat Owners or nearby residents, or an interference with the peaceful possession and proper use of the marina by Renter shall be allowed. No Renter shall commit or permit any nuisance or any immoral or illegal activity in or about the Owner's marina. No Renter shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of other Boat Owners, or allow any such noise or disturbance to be made within the marina or on the docks or the slips. The Bayshore Gardens Board of Trustees may prescribe Rules and Regulations, as necessary, to regulate such actions and conduct.

13. SURRENDER OF SLIP, HOLDING OVER: Upon expiration of the term of this Agreement, Renter shall surrender to Owner the Slip in good condition. Renter shall remove the Boat at Renter's expense and shall perform all restoration necessary to restore slip to the same condition prior to Renter's possession of the slip and commencement of the Agreement.

14. CONTROLLING LAW: This Agreement shall be governed by the procedural and substantive Laws of the State of Florida. Venue for any action brought to enforce the terms of this Agreement shall be in Manatee County, Florida. Owner is a Special District of the State of Florida and is entitled to sovereign immunity as defined under state law and the parties agree that Owner's liability arising out of or related to this Contract shall not exceed the limits set out in section 768.28 F.S., regardless of whether the claim arises in tort, contract or otherwise. If the parties must resort to litigation to enforce the rights and obligations set out in this Contract, they agree that the prevailing party in the litigation can re-cover its costs and fees from the non-prevailing party, including reasonable attorney's fees.

MARINA RULES & REGULATIONS

1. No liveboards permitted in the marina.
2. Bayshore Gardens is NOT responsible for any personal property left on the vessel.
3. Renters are required to use 6 dock lines; 2 front, 2 back, 2 spring lines with one to front and one to the back. Boats under 27' in length must use a least a 3/8" diameter dock lines. Boats 27' to 29' must use 1/2" diameter dock lines. Boats 30' to 35' must use 3/4" diameter dock lines. When departing, no lines are to be left lying across walkways.
4. Vessel must be maintained in operable condition with no gas or oil leaks.
5. No vessels permitted to be stored on trailers in the marina area / reserved trailer spots at any time.
6. Bayshore identification stickers must be affixed to the vessel on the port side, bow.
7. Air conditioners, electric and water must be shut off if the boat is not occupied. Power to the marina will be shut off in the event of an emergency.
8. No recreational swimming or fishing permitted in the marina.
9. Only slip renters and their guests are permitted within 10 feet of the docks.
10. Renter is prohibited from using the slip for any commercial purposes and/or displaying signs on or near the boat.
11. No smoking or open flames within 50 feet of vessel being fueled. Fueling must be done with a proper gas can. Any spills should be reported to the District office or Dockmaster immediately.
12. Stainless steel lag eye screws, 3/8" in diameter, 6.5" in length will be placed approximately 8 inches down on the piling by the District. Renter may affix swivel block pulleys to lag eye screw, and attach one end of pulley rope weight (**concrete blocks are the only acceptable form of weight in Owner's marina**) for boat mooring purposes. Renter will affix the pulley ropes and weight blocks at their own expense and maintenance.
13. No backing boats into slips anywhere in the marina.

14.

(Space allotted for more rules if needed)

BOAT LENGTH _____ x \$3 \$5 \$7 x _____ MONTHS = \$ _____
 Non-Resident Deposit _____
 Additional FOB _____
 Sales Tax 7% _____
TOTAL AMOUNT DUE: \$ _____

Insurance and boat registration documents are attached hereto and are incorporated in this Agreement and made a part hereof.

IN WITNESS WHEREOF, the undersigned Renter(s) has read and understands the terms of this agreement.
THIS CONTRACT EXPIRES SEPTEMBER 30TH. All parties on the registration must sign the contract.

 Renter's Signature

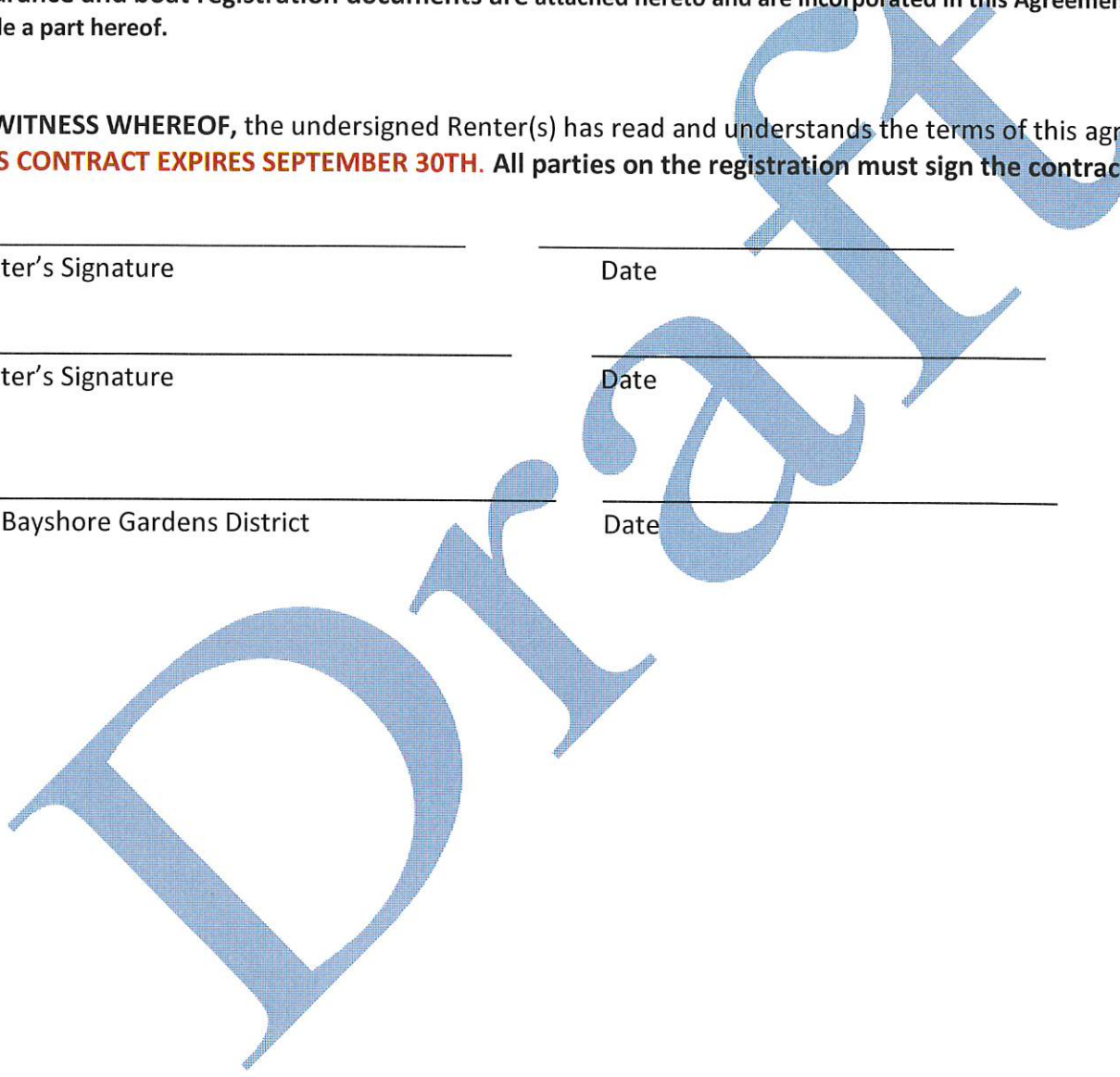
 Date

 Renter's Signature

 Date

BY: _____
 Bayshore Gardens District

 Date



Board Committee Membership

WHO SHOULD SERVE ON WHICH COMMITTEE?

While determining the membership of your board committees is often more art than science, it pays to take a strategic approach.

- Each of your board members has specific skills, experiences, and interests that may match well with a specific committee. Keep this front of mind during the selection process.
- Ensure that your committee membership reflects the diversity of your board. This allows for varying perspectives and helps to ensure that all aspects of an issue or task receive adequate consideration.
- To develop individual board members' knowledge of the organization and board, occasionally rotate board members in and out of different committees.

It is also important to note there is no optimal committee size. It strongly depends on the purpose of the committee, scope of its work, and the size of the full board. A committee should always be small enough to keep all members thoroughly involved. Group dynamics can determine effective working relationships and consequently the size of the group.

The simple tool that follows is designed to help you with the committee selection process. It focuses on the five most common board committees. This does not mean that your board should have these five committees. **Only ongoing board activities warrant a standing committee. Other activities are best addressed by time-limited task forces.**



GOVERNANCE COMMITTEE

The governance committee's main role is to institutionalize best practices in three areas: strategic board recruitment, effective board engagement, and intentional revitalization. This includes handling board self-assessment, board development, and ensuring the board is diverse.

Because the governance committee will, to an extent, perpetuate the board, its members should be both visionary and strategic as well as a microcosm of the board. The governance committee should include people who

- have a diverse range of backgrounds and a variety of experiences
- are active in the community and in a wide range of circles
- understand human dynamics and relationship building
- have experience with organizational development
- are respected by the board
- know the organization well
- are knowledgeable of good governance practices
- are willing to question present practices
- can leave personal agendas behind
- have experience in group performance evaluation

GOVERNANCE COMMITTEE			
Governance Committee Charter: <i>(Insert your committee charter here.)</i> _____			
Governance Committee Chair: _____			
Areas of Expertise/ Leadership Qualities	Current Committee Members A B C D E	Potential Committee Members A B C D E	Notes
Human resource expertise			
Governance expertise			
Organizational development expertise			
Has community connections			
Well respected by board colleagues			
Knowledgeable of organization			
Other			

FINANCE COMMITTEE

Some nonprofits have one finance committee that carries out all of the duties associated with financial oversight. Others have separate finance, audit, and investment committees. BoardSource recommends organizations that conduct an independent audit have a separate audit committee or task force for added accountability. Separate investment committees are needed when an organization accumulates sizable reserves, manages an important planned giving program, or has an endowment that requires special attention.

The core functions of the finance committee are to

- oversee organizational financial planning
- monitor that adequate funds are available for the organization
- safeguard organizational assets
- draft organizational fiscal policies
- anticipate financial problems
- ensure the board receives accurate and complete financial information for review
- help the rest of the board understand financial statements and the general financial situation of the organization
- make sure federal, state, and local reporting takes place
- sustain the committee itself

In general, staff prepare the budget and monitor income and expenditures on a daily basis. The finance committee provides oversight by reviewing financial statements and the budget and ensuring that the board's policies and strategic priorities are reflected in the budget. When reviewing financial reports, the finance committee asks the questions, "Are we on track? If not, why not?" Even though some board members may be "afraid" to serve on the finance committee, you should consider asking all board members to serve at least one term on the finance committee. This allows them to optimize their knowledge about the organization's finances and participate fully in financial oversight.

The finance committee should look for members who have experience in the following:

- Budgeting
- Real estate
- Investments
- Operating a business
- Banking
- Accounting, specifically knowledge of nonprofit accounting and GAAP (generally accepted accounting practices)

FINANCE COMMITTEE			
Finance Committee Charter: <i>(Insert your committee charter here.)</i>			
Finance Committee Chair: _____			
Areas of Expertise/ Leadership Qualities	Current Committee Members A B C D E	Potential Committee Members A B C D E	Notes
Financial planning experience			
Budgeting experience			
Real estate experience			
Investments experience			
Accounting experience			
Experience running a business			
Banking experience			
Attention to detail			
Willing to ask questions, raise flags			
Other			

BAYSHORE GARDENS PARK & RECREATION DISTRICT

CLUBS AND ORGANIZATIONS POLICY

1020P

IN ORDER TO ENSURE THAT PRESENT AND/OR FUTURE CLUBS/GROUPS OR ORGANIZATIONS THAT USE DISTRICT FACILITIES ARE ORGANIZED FOR THE BENEFIT OF THOSE THAT SUPPORT THESE FACILITIES THROUGH PAYMENT OF THE "RECREATION DISTRICT TAX" AS DEFINED IN CHAPTER 2002-365, THE FOLLOWING IS HEREBY ADOPTED:

DEFINITIONS:

CLUB/GROUP: A group of Bayshore Gardens residents organized for a common purpose.

ORGANIZATION: A number of Bayshore Gardens residents or groups having specific responsibilities and united for a particular purpose.

Formation of all clubs/groups or organizations to be registered with Bayshore Gardens Park & Recreation District shall require the following:

- 1)** Completed Clubs/Organization form 1020F1 shall be submitted to the District Office by February 1st of each year listing club contact information.
- 2)** Upon the formation of a club or organization and once each year thereafter by February 1st, a completed Reservation Request form 1020F2 shall be furnished to the District Office no later than the February 1st deadline to reserve the District facilities for the upcoming year.
- 3)** Registration of clubs and organizations is required in order to use the facilities the District which includes completions of forms 1020 F1 and 1020F2. Please only reserve facilities for those months your club/group/organization actually meets. Reservations shall be forwarded to the District Manager to be added to the reservation calendar. Should a club desire a specific date already reserved, first come, first basis will be observed and honored.

All meetings held by a club or organization registered with Bayshore Gardens Park & Recreation must be open to all residents of the District.

Each Board recognized club/organization shall be entitled to minimal storage space in the on-site District storage room. Bins must be clearly labeled with the club name and will have designated assigned storage areas. Limited assigned kitchen cupboard space is available for clubs who commonly use this area for events, breakfasts, etc.

Failure to comply with these rules shall be cause for denial of the use of the facilities of the District by the Board of Trustees.

BAYSHORE GARDENS PARK & RECREATION DISTRICT

CLUBS AND ORGANIZATIONS FORM

1020F1

Club/Group Name: _____

Date Submitted: _____

Primary Contact Name: _____

Primary Contact Phone: _____

Secondary Contact Name: _____

Secondary Contact Phone: _____

Purpose of the Club/Group: _____

Signature of Club Representative

Date

Club Title: _____

District Office

Date

Back of form contains space for club officers and phone numbers.

Club/Organization Officers and contact numbers.

Name	Club Title	Phone #
Name	Club Title	Phone #
Name	Club Title	Phone #
Name	Club Title	Phone #
Name	Club Title	Phone #
Name	Club Title	Phone #
Name	Club Title	Phone #
Name	Club Title	Phone #

Additional information:

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
Clubs/Organizations Reservation Form 1020F2

Club/Organization Name: _____

Contact Name: _____ Telephone: _____

Monthly Meetings: _____

Facility Reserved: _____ Time: _____ to _____

Banner Ads: All adds must be sent to the office on or before the 20th of the month preceding issue date and must be in word format.

Rental Date _____ **Hours:** _____ **Event Type:** _____

Facility Reserved: _____ Floor Plan Due: _____

Advertising: Banner: _____ Fliers: _____ Website: _____ Bulletin Boards: _____

Will club/committee supply fliers: Y / N

Rental Date _____ **Hours:** _____ **Event Type:** _____

Facility Reserved: _____ Floor Plan Due: _____

Advertising: Banner: _____ Fliers: _____ Website: _____ Bulletin Boards: _____

Will club/committee supply fliers: Y / N

Rental Date _____ **Hours:** _____ **Event Type:** _____

Facility Reserved: _____ Floor Plan Due: _____

Advertising: Banner: _____ Fliers: _____ Website: _____ Bulletin Boards: _____

Will club/committee supply fliers: Y / N

Rental Date _____ **Hours:** _____ **Event Type:** _____

Facility Reserved: _____ Floor Plan Due: _____

Advertising: Banner: _____ Fliers: _____ Website: _____ Bulletin Boards: _____

Will club/committee supply fliers: Y / N

Signature (Club/Committee): _____ Date: _____

Signature (Office): _____ Date: _____

Rental Date _____ **Hours:** _____ **Event Type:** _____

Facility Reserved: _____ Floor Plan Due: _____

Advertising: Banner: _____ Fliers: _____ Website: _____ Bulletin Boards: _____

Will club/committee supply fliers: Y / N

Rental Date _____ **Hours:** _____ **Event Type:** _____

Facility Reserved: _____ Floor Plan Due: _____

Advertising: Banner: _____ Fliers: _____ Website: _____ Bulletin Boards: _____
Will club/committee supply fliers: Y / N

Rental Date _____ **Hours:** _____ **Event Type:** _____

Facility Reserved: _____ Floor Plan Due: _____

Advertising: Banner: _____ Fliers: _____ Website: _____ Bulletin Boards: _____
Will club/committee supply fliers: Y / N

Rental Date _____ **Hours:** _____ **Event Type:** _____

Facility Reserved: _____ Floor Plan Due: _____

Advertising: Banner: _____ Fliers: _____ Website: _____ Bulletin Boards: _____
Will club/committee supply fliers: Y / N

Rental Date _____ **Hours:** _____ **Event Type:** _____

Facility Reserved: _____ Floor Plan Due: _____

Advertising: Banner: _____ Fliers: _____ Website: _____ Bulletin Boards: _____
Will club/committee supply fliers: Y / N

Rental Date _____ **Hours:** _____ **Event Type:** _____

Facility Reserved: _____ Floor Plan Due: _____

Advertising: Banner: _____ Fliers: _____ Website: _____ Bulletin Boards: _____
Will club/committee supply fliers: Y / N

Rental Date _____ **Hours:** _____ **Event Type:** _____

Facility Reserved: _____ Floor Plan Due: _____

Advertising: Banner: _____ Fliers: _____ Website: _____ Bulletin Boards: _____
Will club/committee supply fliers: Y / N

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
AGENDA MOTION FORM

1002 F

TODAY'S DATE 12/30/2019

MEETING DATE 1/8/2020
At least 8 days prior to meeting date

REGULAR MEETING WORK SESSION SPECIAL MEETING EMERGENCY
 COMMITTEE MEETING BUDGET

Trustee requesting BELLE BAXTER

Subject: HOMELESS ON ISLAND

Reason _____

BRIEF EXPLANATION

"Homeless" people living on the island appear to be stealing
coats/blankets from the small boat area, leaving cars at the
beach & in the parking lot overnight. May also have
stolen items from boats in the canal around Bryn Mawr
Jodie has contacted the Sheriff's office - let her explain more

MOTION IF NEEDED

Supporting documentation attached

Received by [Signature] Date 12/30/19

Approved April 17, 2018

Revised _____

Effective 4/17/18

Belle Baxter