

Agenda
Bayshore Gardens Park & Recreation District
Board of Trustees Meeting
Wednesday; July 22, 2026, at 6:00 P.M.

1. Roll Call
2. Call to Order
3. Pledge to Flag
4. Approval of Minutes: 5/27/26 BOT Meeting / 6/10/26 Work Session Meeting / 6/25/26 BOT Meeting
& 6/26/26 Annual Budget Hearing Meeting
5. Resident Comments on Agenda Items - 3 Minutes
6. Treasurer's Report
7. Trustee Reports
8. District Office Manager's Report
9. Old Business
10. New Business
 - Agenda Motion (C. Howell) - ITB Playground Cover
 - Agenda Motion (C. Howell) - Project Manager for Marina Restroom
 - Agenda Motion (C. Howell) - Hearing for Trustee Removal
 - Agenda Motion (C. Howell) - Club vs Board Events
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

June 2026

	Jun 26	Oct '25 - Jun 26	Annual Budget
Ordinary Income/Expense			
Income			
4000 · Assessments			
4005 · Property Tax	21,338.23	581,311.55	575,930.00
4006 · Commission fees	-640.15	-17,439.35	-37,508.00
4007 · Excess fees (Excess commission fees)	0.00	4,984.80	
Total 4000 · Assessments	20,698.08	568,857.00	538,422.00
4100 · Rent			
4111 · Screen Room Rental	100.00	550.00	150.00
4120 · Hall Rentals	1,955.00	20,986.83	25,000.00
4150 · Marina Rentals			
4151 · Slip Rental			
4152 · Resident Slip Rentals	0.00	56,458.45	60,000.00
4153 · Non Resident Slip Rentals	0.00	138,852.00	120,000.00
Total 4151 · Slip Rental	0.00	195,310.45	180,000.00
4154 · Small Boat Area	5.00	2,325.00	1,000.00
4156 · Trailer Space Rental	0.00	6,120.00	5,000.00
4157 · Res Boat Ramp	40.00	6,900.00	6,000.00
4162 · NR Boat Ramp	0.00	16,124.00	12,000.00
4805 · Late Fees	0.00	100.00	100.00
4825 · Work Area	0.00	1,380.00	1,200.00
Total 4150 · Marina Rentals	45.00	228,259.45	205,300.00
Total 4100 · Rent	2,100.00	249,796.28	230,450.00
4300 · Pool			
4360 · Pool FOB	1,130.00	6,951.63	3,000.00
4370 · Swim lessons/Aerobics	1,138.00	1,138.00	
4380 · Life Guard Training	450.00	450.00	
Total 4300 · Pool	2,718.00	8,539.63	3,000.00
4600 · Interest Income (Interest Income)	290.62	3,781.61	5,000.00
4700 · Recreation Income			

Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance
June 2026

	<u>Jun 26</u>	<u>Oct '25 - Jun 26</u>	<u>Annual Budget</u>
4701 · Non Resident Pickleball Fobs	0.00	150.00	200.00
Total 4700 · Recreation Income	0.00	150.00	200.00
4800 · Miscellaneous Income			
4802 · Office Services	13.10	73.10	80.00
4830 · Over/Short	0.00	0.20	
4885 · Credit Card Surcharge (3% Credit Card Surcharge)	15.25	678.27	1,500.00
4800 · Miscellaneous Income - Other	0.00	0.00	
Total 4800 · Miscellaneous Income	28.35	751.57	1,580.00
Total Income	25,835.05	831,876.09	778,652.00
Gross Profit	25,835.05	831,876.09	778,652.00
Expense			
5000 · Administration Expenses			
5100 · Wages, Taxes and Fees			
5120 · Wages - Adminstration	4,498.00	55,619.00	75,000.00
5130 · Wages - Maintenance	9,318.00	38,161.88	130,000.00
5132 · Wages - Dockmaster	646.16	6,451.60	9,000.00
5135 · Wages - Pool	9,117.00	25,421.18	54,000.00
5170 · Health Insurance Compensation	200.00	2,000.00	3,500.00
5210 · Payroll Taxes	1,424.34	10,571.54	15,000.00
5215 · Unemployment Taxes	131.05	839.70	1,800.00
5610 · Accounting Fees	0.00	8,385.00	4,000.00
6080 · Travel Mileage	0.00	0.00	0.00
Total 5100 · Wages, Taxes and Fees	25,334.55	147,449.90	292,300.00
Total 5000 · Administration Expenses	25,334.55	147,449.90	292,300.00
5200 · Marina Expense			
5240 · Sales Tax	0.00	0.02	
5250 · Property Tax	0.00	3,366.14	3,600.00
5575 · Marina Repair/Maintenance/FOBS	623.15	14,737.63	25,000.00
Total 5200 · Marina Expense	623.15	18,103.79	28,600.00
5300 · Security			

Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance
June 2026

	Jun 26	Oct '25 - Jun 26	Annual Budget
5311 · Security Camera R&M	8,697.55	21,946.90	5,000.00
Total 5300 · Security	8,697.55	21,946.90	5,000.00
5400 · Utilities			
5410 · Electric	2,677.95	20,072.87	32,000.00
5420 · Water/Sewer	1,804.12	15,599.26	24,000.00
5430 · Telephone	155.25	1,426.75	1,200.00
5440 · Gas/Propane	0.00	0.00	100.00
5460 · Internet	294.76	2,309.42	3,400.00
Total 5400 · Utilities	4,932.08	39,408.30	60,700.00
5500 · Building and Grounds			
5511 · Professional/Contract Services	1,530.92	59,390.53	10,000.00
5512 · Repairs, Maintenance & Supplies	1,369.73	11,619.81	25,000.00
5514 · Building Maintenance	0.00	38,518.08	16,000.00
5515 · Janitorial and Cleaning	55.81	1,894.64	7,000.00
5516 · Gasoline (Grounds machinery fuel)	60.00	188.18	600.00
5520 · Maintenance Equipment	136.75	3,374.00	6,000.00
5530 · Pest Control	0.00	315.00	600.00
5560 · Landscaping	0.00	31,750.00	22,000.00
5580 · Pool Maintenance	2,894.50	10,660.43	5,800.00
5585 · Pool Repair/Replacement	0.00	1,895.74	2,000.00
5590 · Pool Chemicals	3,106.80	17,873.65	25,000.00
5591 · EPA/Water	0.00	1,750.00	1,300.00
5683 · Certification Reimbursement	0.00	0.00	1,000.00
5684 · Woodchoppers	0.00	188.00	0.00
6500 · Playground Expense	0.00	0.00	3,000.00
Total 5500 · Building and Grounds	9,154.51	179,418.06	125,300.00
5600 · Other Administration Expense			
5519 · Leased Equipment	313.00	2,879.60	4,200.00
5625 · Quickbooks	0.00	0.00	1,000.00
5650 · Postage	0.00	0.00	1,200.00

Bayshore Gardens Park & Recreation District Profit & Loss Budget Performance

June 2026

	<u>Jun 26</u>	<u>Oct '25 - Jun 26</u>	<u>Annual Budget</u>
5660 · Legal Fees	0.00	18,373.60	5,000.00
5665 · Seminars, Training and Fees	0.00	177.90	2,000.00
5670 · Office Supplies/Expenses	499.60	2,971.98	7,000.00
5680 · Audit Fees	0.00	9,000.00	10,000.00
5682 · Organizational Fees and License	0.00	0.00	200.00
5686 · Website Maintenance	216.00	6,114.00	2,500.00
5687 · Swim Team	0.00	0.00	5,000.00
5690 · Advertising	577.34	808.63	700.00
6020 · Bank Fees	132.51	2,340.42	9,000.00
6021 · Credit Card Fees	0.00	4,589.01	6,000.00
6040 · Trustee Election	0.00	0.00	3,000.00
6041 · Board Ethics Course	0.00	0.00	1,000.00
Total 5600 · Other Administration Expense	<u>1,738.45</u>	<u>47,255.14</u>	<u>57,800.00</u>
5630 · Insurance-Business			
5631 · Insurance - Liability	0.00	10,387.00	13,000.00
5632 · Insurance - Workers Compensatio	0.00	2,040.92	5,000.00
5634 · Insurance -Property	0.00	34,000.00	34,000.00
Total 5630 · Insurance-Business	<u>0.00</u>	<u>46,427.92</u>	<u>52,000.00</u>
5700 · Publications Expense			
5711 · Banner composition	0.00	0.00	0.00
5720 · Banner - Printing Costs	0.00	0.00	
5750 · Banner - Office Supplies			
5752 · Office supplies	0.00	62.00	
5750 · Banner - Office Supplies - Other	0.00	1,318.00	400.00
Total 5750 · Banner - Office Supplies	<u>0.00</u>	<u>1,380.00</u>	<u>400.00</u>
Total 5700 · Publications Expense	<u>0.00</u>	<u>1,380.00</u>	<u>400.00</u>
5800 · District Recreation			
5830 · Expenses -	21.78	325.77	2,000.00
5870 · Swim Team	0.00	0.00	0.00
Total 5800 · District Recreation	<u>21.78</u>	<u>325.77</u>	<u>2,000.00</u>

Bayshore Gardens Park & Recreation District

Profit & Loss Budget Performance

June 2026

	Jun 26	Oct '25 - Jun 26	Annual Budget
5900 · Capital Layout			
5915 · Maintenance Shed Awning	0.00	0.00	15,000.00
5917 · Pool ADA Bathrooms	0.00	0.00	0.00
5921 · Beach Restoration/Fitness Trail	0.00	0.00	30,000.00
5922 · Hall	0.00	0.00	0.00
5923 · Playground	0.00	0.00	0.00
5970 · Marina Expense	0.00	0.00	0.00
Total 5900 · Capital Layout	0.00	0.00	45,000.00
6000 · Miscellaneous Expenses			
6010 · Over/Short Expenses	0.00	0.11	
Total 6000 · Miscellaneous Expenses	0.00	0.11	
8500 · STORM EXPENSES	2,719.13	112,820.19	109,552.00
Total Expense	53,221.20	614,536.08	778,652.00
Net Ordinary Income	-27,386.15	217,340.01	0.00
Other Income/Expense			
Other Income			
10000 · Sales Tax Discount	5.83	106.13	
Total Other Income	5.83	106.13	
Net Other Income	5.83	106.13	
Net Income	-27,380.32	217,446.14	0.00

Bayshore Gardens Park & Recreation District
Balance Sheet
As of June 30, 2026

Jun 30, 26

ASSETS

Current Assets

Checking/Savings

1000 · Checking-Operating 5/3 2537	91,212.04
1004 · Petty Cash - District	350.00
1005 · Escrow Account 5/3 - 3919	32,711.83
1006 · Checking-Payroll 5/3 2545	19,397.70
1016 · Savings - Operating 5/3 4032	
1016.50 · Reserves	150,000.00
1016 · Savings - Operating 5/3 4032 - Other	523,381.51
Total 1016 · Savings - Operating 5/3 4032	673,381.51

Total Checking/Savings

817,053.08

Accounts Receivable

1100 · Accounts Receivable	609.52
Total Accounts Receivable	609.52

Other Current Assets

11500 · Water Boy Bottle Deposit	35.00
1499 · *Undeposited Funds	3,383.24
Total Other Current Assets	3,418.24

Total Current Assets

821,080.84

Fixed Assets

1900 · Land	400,000.00
1910 · Buildings	1,539,916.72
1920 · Recreation Area	2,237,147.21
1940 · Recreation Area F & E	109,890.05
1960 · Machines & Equipment	138,513.13
1980 · Office Furniture and Equipment	49,599.28
1990 · Other Furniture and Equipment	53,448.88
1995 · Accumulated Depreciation	-1,836,265.82
Total Fixed Assets	2,692,249.45

TOTAL ASSETS

3,513,330.29

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

2000 · Accounts Payable	3,310.53
Total Accounts Payable	3,310.53

Other Current Liabilities

2010 · Accrued Wages	6,165.04
2057 · Water Safety Washthru	200.00
2100 · Payroll Liabilities	1,511.83
2171 · Sales Tax Payable	115.83
2500 · Security Deposits	

Bayshore Gardens Park & Recreation District
Balance Sheet
As of June 30, 2026

	Jun 30, 26
2501 · Hall Security Deposits	9,705.00
2502 · Marina Security Deposits	33,250.00
2503 · Screen Room Deposit (Screen Room Deposit)	80.00
Total 2500 · Security Deposits	43,035.00
2600 · Deferred Revenues	
2610 · Prepaid Ramp and Pool Fobs	170.00
Total 2600 · Deferred Revenues	170.00
2800 · Deposit on Boat Slips	1,750.00
Total Other Current Liabilities	52,947.70
Total Current Liabilities	56,258.23
Total Liabilities	56,258.23
Equity	
3040 · Owners' Equity	182,295.76
3050 · Retained Earnings (Retained Earnings)	2,203,717.30
3200 · Fund Balance	-86,517.97
3300 · Investment in GFAAG	940,130.83
Net Income	217,446.14
Total Equity	3,457,072.06
TOTAL LIABILITIES & EQUITY	3,513,330.29

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: RFP/ITB Playground Cover Meeting Date: 7-22-26

Type of Meeting: _____ Workshop _____ Board Meeting X

Motion: X Discussion: _____ (check one)

Rationale for Request: _____

Estimated Costs to District: (if applicable)

Attachments/Supporting documents: None: _____

Board Trustee: Cori Howell Date: 7-8-2026

Print Name: Cori Howell

Received By: Dia C Date: 7-8-2026

Bayshore Gardens Park and Recreation District
6919 26th St W
Bradenton, FL 34207
941-755-1912
office@bayshoregardens.org

INVITATION TO BID

PROJECT TITLE

Sun Shade Cover for Bayshore Gardens Playground

This ITB is for the purpose of selecting a firm to be engaged on a contractual basis for the service stated above.

- I. **GENERAL INFORMATION:** Bayshore Gardens Park and Recreation District, hereafter known as the District is advertising this ITB for interested parties that are qualified and experienced to provide the services contained in our Scope of Work.

REQUEST FOR ADDITIONAL INFORMATION: Upon distribution of the ITB, all prospective applicants and any agent, representative or person acting at the request of such prospective applicant shall be prohibited from discussing any matters related in any way to this ITB with any District Board member, officer, agent, or employee other than thru the submission of a question sent via US Mail or email to the District Office. Your question/concern will be answered with a copy of your question and the response being provided to those who have submitted a bid as well as those submitting a future bid.

MINORITY BUSINESS ENTERPRISES: hereby notifies Bidders that it will ensure that minority business enterprises will be afforded full opportunity to participate in response to this ITB and that during the ITB process and subsequent contract negotiations process, no party will be discriminated against based on race, color, creed, sex, age, national origin, or disability. Anyone requiring accommodations to access any public meetings required as part of the ITB or contract process should contact the District Office at the address and phone number provided herein, at least 24 hours in advance of the meeting.

COMPLIANCE WITH THE LAW: The act of submitting a bid in response to this ITB shall constitute an agreement by the bidder that they have made themselves familiar with, and shall at all times observe and comply with, Federal, State, and Local laws, ordinances, codes, and regulations. No plea of misunderstanding will be considered on account of ignorance thereto. The Bidder shall indemnify and hold harmless the District and all of their officers, agents, employees, or representatives from all suits, actions, or claims arising from or based on violation of any such laws, ordinances codes, and regulations whether by themselves, their employees, subcontractors, or agents.

PUBLIC RECORDS: The Bidder understands that upon receipt of the bid by the District, the bid documents become a "public record" defined in Chapter 119, Florida Statutes, and those documents are subject to public disclosure in accordance with that Chapter. " IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS at 941-755-1912, Office@bayshoregardens.org, or by mail: 6919 26th St. W., Bradenton, Florida 34207."

- II. **INVITATION TO BID:** All ITBs MUST be in a sealed envelope/box and clearly marked in the lower left corner. **"ITB Sun Shade Cover for Bayshore Gardens Playground"** and shall be delivered to the following address only:

Bayshore Gardens Park and Recreation District
6919 26th Street West
Bradenton, FL 34207
Attention: Gia Cruz

All Bids must be received in the District Office by **3:00PM (EST) on July 10, 2024**, and will be opened in the publicly noticed work session **July 10, 2024**. A contract will be awarded in the Board of Trustee meeting **July 24, 2024, at 7:15 PM**. One (1) original and three (3) copies of the Bid must be submitted: Bid openings are open to the public. All Bidders and their representatives are invited to be present. Bids will not be accepted after **3:00 PM, July 10, 2024**, under any circumstances. Any response received by the District Office Manager after the due date and time specified in this ITB will not be considered and will be returned unopened. Any Bids or copies that are sent to any other address may be refused and sent back to the Bidder unopened. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All Bids must contain a manual signature of the authorized representative.

The District will not be liable for any cost incurred in the preparation of these Bids. All Bids received from Bidders in response to this ITB will become property of the District and will not be returned to the Bidder. In the event of a Contract Award, all documentation produced as a part of the contract shall become the exclusive property of the District. Responses to this ITB upon receipt by the District will become public record subject to provisions of Chapter 119 F.S. Florida Public Records Law.

The Contractor will submit the contractor's bid for the Playground equipment and installation complete.

- III. **SCOPE OF SERVICES:** The following work and services are presented as an indication of the work that will be required under the continuing contract but may not necessarily be all inclusive of work under this contract for the playground equipment.

BIDDER

It will be the responsibility of the Bidder to furnish the District with a bid that covers showing the footprint and providing the same with the bid, providing a bid for the commercial Florida friendly playground equipment cover for the single unit playstation and the installation of the selected type of equipment as identified in **Exhibits A**. The bid shall include any rentals necessary, foundation materials, or any other raw materials and labor for the installation. The Bidder shall provide a picture with specifications for each piece of equipment bid on. The Bidder shall provide a copy of the warranty for the equipment and labor. The footprint must be ADA compliant. Permits are the responsibility of the Bidder.

The following Exhibits have been selected as examples for your bid. The Examples provided are not of any specific brand but to identify a type of playground system or equipment and selected item with desired features.

Exhibit A. Single unit playground system Sun Shade cover

In addition, the following requirement must be met.

1. Proof of proper contractor licensing in the State of Florida and liability insurance must be provided naming the District as the certificate holder.
2. The contractor will obtain and pay for all permits associated with this job.
3. Proposed starting date including the permitting and timeline for the project.
4. Remittance schedule. Note: The District pays from itemized invoices only.
5. Exhibits 1 through 3 completed and submitted with the bid.

DISTRICT

The District shall be responsible for the removal of existing equipment and having grounds ready for Bidder. The District shall be responsible for the ground cover and perimeter enclosure after installation. The entrance to the playground shall be ADA compliant when bidders' work is complete.

- IV. **FEE BIDS:** The ITB will be all inclusive and it is the responsibility of the bidder to submit an ITB for a complete project pursuant to the Architectural drawings and Specifications. No change orders will be accepted by the District for items that were left out by the bidder, or later deemed that more work is needed than in the original ITB without the written consent of the Board of Trustees.
- V. **BID REQUIREMENTS:** All ITBs submitted should contain the following information:
1. **TRANSMITTAL LETTER:** A letter of interest and general information about the firm: Provide a summary describing the firm's ability to perform work requested in this solicitation; a history of the firm or the firm's principals' background and experience; and the qualifications and experience of the firm's personnel to be assigned to this project. The summary should apprise the District of the scope of services offered, experience and qualifications of the firm, as well as staff, subcontractors, sub-consultants, and/or suppliers who may be involved in the project. No additional subcontracting will be allowed without the prior written consent of the District. **Any firm submitting a bid must include the Signed and Notarized Exhibit 2.**
 2. **PROFESSIONAL QUALIFICATIONS:** Bidder must provide documentation that demonstrates the ability of the firm to provide all of the scope of services listed in this document. A detailed qualifications statement, including short resumes and credentials of bidder and key personnel that may be assigned to the project, must be included. Licenses, certifications, or other appropriate credentials that demonstrate knowledge and practical application to perform this work should be submitted.
 3. **SIMILAR PROJECTS:** List all projects of a similar nature within the past year. Describe the firm's qualifications and experience of comparable projects in size and scope. Experience working with Florida local governments and/or other government agencies and non-profits in the past five years should be noted.
 4. **CONFLICT OF INTEREST:** Disclose any conflict of interest due to any other clients, contracts, or property interests for this project only. Include a statement certifying that no member of your firm, ownership, management, or staff, has a vested interest in any aspect of the District.

VI. GENERAL TERMS AND CONDITIONS:

1. **EMPLOYEE LIST**: All Bids must include a complete listing of all individuals employed by the firm who will be responsible for performing work under the proposal. The District shall be authorized to perform a background check of all such employees to determine whether any employees of the firm pose a public safety or security threat or otherwise place the District at risk, as determined by the District. Failure to provide an employee list shall disqualify the firm for consideration under the ITB. In the event of a Contract Award, the firm will be required during the term of the Contract to update the list and provide the same to the District immediately upon hiring new employees who will be responsible for performing work under the Contract so that background checks may be performed by the District. In the event the District determines that a new employee of the firm poses a public safety or security threat or otherwise places the District at risk, the firm shall restrict said employee from performing work under the contract. No officer, employee, or agent shall solicit or accept a gratuity, favor, or anything of monetary value from contractors, bidders, officers, or any person with an interest in a contract.
2. **E-VERIFY** ; FS 448.09 makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095 Florida Statute prohibits public employers, contractors, and subcontractors from entering into any agreement or contract unless each party to the agreement or contract registers and uses E-Verify. The Bidder represents that it is in compliance with the requirements of 448.09 and 448.095 and will remain in compliance.
3. **LIMITATION OF LIABILITY**: In the event of a Contract Award, the firm shall be required to indemnify and hold harmless the District from and against any and all liability, penalties, fines, forfeitures, demands, claims, causes of actions, suits, and costs and expenses incidental thereto (including reasonable attorneys' fees actually incurred) directly arising out of or in connection with the firms' performance under the Contract in as far as such liability is caused by the negligence or willful misconduct of the firm and/or its employees.
4. **STANDARD OF CARE**: In the event of a Contract Award, the firm shall warrant that the services performed under the Contract shall be performed in accordance with established industry standards, the terms of the Contract, and all applicable existing federal, state and local laws and regulations.
5. **INSURANCE**: In the event of a Contract Award, the firm shall maintain Worker's Compensation Insurance at statutory limits. The firm shall be responsible for insuring, at its own expense, against claims resulting from the firm's performance under the Contract for errors and omissions, personal injury, loss of life, and property damage under a policy of liability insurance with limits of at least \$1,000,000. All such policies shall be issued by insurers of recognized responsibility satisfactory to the District. Within 10 days of being awarded the contract, the firm shall furnish the District with duly executed certificates showing that such insurance is in full force and effect and providing for 30 days' notice to the District prior to cancellation or termination of any policy.
6. **PUBLIC ENTITY CRIMES**: Per Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. **Any firm submitting a bid in**

**response to this ITB must include the notarized statement Exhibit 1 pursuant to FS 287.133(3)(a).
PUBLIC ENTITY CRIMES.**

7. **LOBBYING:** Upon the issuance of this ITB, all prospective Bidders, and any agent, representative or person acting at the request of such prospective bidder, shall be prohibited from discussing any matters related in any way to this ITB with any officer, agent, or employee of the District, other than The District Office. **Any firm submitting a Bid in response to this ITB must submit a signed and notarized statement EXHIBIT 3.**

VII. AWARD OF CONTRACT:

July 24, 2024, Bayshore Gardens will award a contract, in its absolute and sole discretion, to the most responsible and responsive Bidder whose bid, in the opinion of the District, will be most advantageous to Bayshore Gardens, price, warranty, and other factors considered.

1. Bayshore Gardens reserves the right to determine which Bid is responsible.
2. Bayshore Gardens to determine the qualifications of the Bidder to complete the project per Scope of Work. Must be a licensed contractor.
3. Bayshore Gardens may consider any evidence available to Bayshore Gardens of the financial, technical, and other qualifications and abilities of a bidder to complete the work per Scope of Work.
4. Bayshore Gardens Board of Trustees shall be the final authority in the awarding of any and all contracts.
5. As part of the award on any contract, Bayshore Gardens and the successful Bidder shall enter into a written agreement setting forth with greater specificity the rights and obligations between the parties as defined in the bid awarded. Such rights may include the right to terminate the successful bidder.
6. Bayshore Gardens reserves the right to terminate Bidder's services without cause within 60 days after written notice and to terminate the Bidder's services with cause immediately.
7. Bayshore Gardens reserves the right to waive technicalities or irregularities, reject any or all Bids and/or accept the bid that is in the best interest of the District, price, qualifications, and other factors taken into consideration. Bayshore Gardens reserves the right to award the contract to the respondent, which, in the sole discretion of the District, is the most responsive and responsible bidder, price, qualifications and other factors considered.
8. The winning Bidder shall be notified in writing.
9. The winning Bidder shall not be permitted to assign the contract without the prior written consent of the District Board of Trustees

DISPUTE AND COMPLAINT: All complaints or grievances during the bidding process should be first submitted in writing to the District Office Manager who will take prompt remedial action by forwarding complaint/dispute to the District's Attorney for response/resolution. If the Bidder is dissatisfied with proposed remedies, they may then make a written appeal.

**BAYSHORE GARDENS PARK AND RECREATION DISTRICT HAS THE RIGHT TO REFUSE ANY AND ALL
BIDS FOR ANY REASON.**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Bayshore Gardens Park and Recreation District by:

(Print individual's name and title)

For: _____
(Print name of entity submitting sworn statement)

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), FLORIDA STATUTES, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (2) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Date: _____

Signature: _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ____ day of _____, 20____, by _____
(name of person, officer, or agent, title of officer or agent), of

_____ (name of corporation or partnership, a (state of incorporation or partnership, if applicable). Who is personally known to me _____, OR who produced _____ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

SIGNATURE: _____

PRINT NAME: _____

NOTARY PUBLIC STATE OF: _____

MY COMMISSION EXPIRES: _____

COMMISSION NO: _____

BIDDERS CERTIFICATION

State of _____ County of _____

I _____ of _____ (name of company), submitting to furnish the following described materials, equipment, and or services to Bayshore Gardens Park and Recreation District.

HEREBY CERTIFIES THAT:

1. Bidder has thoroughly inspected the Architectural drawings and specifications for ITB and understands the terms and conditions thereof and they are incorporated by reference in the bid for said goods or services, and have verified measurements, if applicable.
2. The Bid is binding and shall be valid for not less than sixty (60) days from the date of proposal opening. A longer time may be set out in the proposal or the ITB.
3. The Bid is made by a person authorized to bind the Bidder.
4. The Bid is made without unlawful collusion between another bidder or potential bidder, or with any officer or employee of Bayshore Gardens.
5. The bid is in full compliance with the Copeland Anti-kickback statute.
6. The Bidder does not discriminate on the basis of race, color, national origin, sex, religion, age, or handicapped status in employment or in the provision of services.

Signature: _____ Print: _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ____ day of _____, 20____, by _____ (name of person, officer, or agent, title of officer or agent), of _____ (name of corporation or partnership, a (state of incorporation or partnership, if applicable). Who is personally known to me _____, OR who produced _____ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

SIGNATURE: _____

PRINT NAME: _____

NOTARY PUBLIC STATE OF: _____

MY COMMISSION EXPIRES: _____

COMMISSION NO. _____

NO LOBBYING AFFIDAVIT

State of _____ County of _____

This, _____, of _____, 20____, _____ being first duly sworn, deposes and says that he or she is the authorized representative of _____ (Name of the authorized Bidder or individual), maker of the attached bid in response to the ITB released by the Bayshore Gardens Park and Recreational District, and that the bidder and any of its agents agrees to abide by the Bayshore Gardens Park and Recreation District's no lobbying restrictions in regard to this solicitation.

Affiant:

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20____, by _____ (name of person, officer, or agent, title of officer or agent), of _____ (name of corporation or partnership, a (state of incorporation or partnership, if applicable). Who is personally known to me _____, OR who produced _____ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

SIGNATURE: _____

PRINT NAME: _____

NOTARY PUBLIC STATE OF: _____

MY COMMISSION EXPIRES: _____

COMMISSION NO: _____

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
INVITATION TO BID
EXAMPLES OF DESIRED EQUIPMENT PROVIDED BY THE DISTRICT
FOR THE
RENOVATION OF THE PLAYGROUND

THE BIDS TO BE SUBMITTED MUST BE RECEIVED IN A SEALED
ENVELOPE CLEARLY MARKED ON OUTSIDE

"ITB Sun Shade Cover for Bayshore Gardens Playground"

ADDRESSED TO:
BAYSHORE GARDENS PARK AND RECREATION DISTRICT
6919 26TH ST. WEST
BRADENTON, FLORIDA 34207
ATT: GIA CRUZ

BIDS SUBJECT TO SUN SHADE FOR PLAYGROUND ITB MUST BE
SUBMITTED NO LATER THAN

July 10, 2024, at 3:00 PM

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: Project Manager Marina Restroom Meeting Date: 7-22-26

Type of Meeting: _____ Workshop _____ Board Meeting X

Motion: X Discussion: _____ (check one)

Rationale for Request: _____

Estimated Costs to District: (if applicable)

Attachments/Supporting documents: None: _____

Board Trustee: Cori Howell Date: 7-8-2026

Print Name: Cori Howell

Received By: Hia C Date: 7-8-2026

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: Trustee Removal Meeting Date: 7/22/2024

Type of Meeting: _____ Workshop _____ Board Meeting ☒

Motion: ☒ Discussion: _____ (check one)

Rationale for Request: _____

Schedule Special meeting for
Possible hearing and or removal of
Trustee Barbara Greenberg

Estimated Costs to District (if applicable) _____

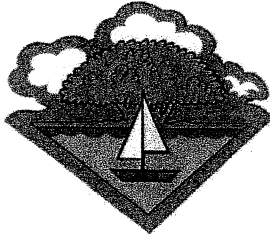
Attachments/Supporting documents: None: _____

Board Trustee: Cori Howell Date: 7/8/2024

Print Name: Cori Howell

Received by: [Signature] Date: 7/8/2024

COPY



**BAYSHORE GARDENS
PARK AND RECREATION DISTRICT**

6919 26th Street West
Bradenton, Florida 34207

Telephone: 941- 755-1912
Fax: 941-739-3515
Email: office@bayshoregardens.org

April 29, 2026

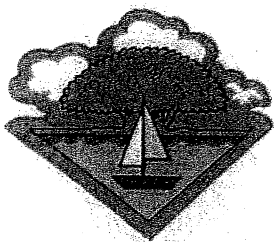
Dear Mrs. Greenberg,

We hope you are doing well. The board is concerned that you haven't been attending our monthly meetings. Looking at the approved minutes, the last meeting that you attended was August 27, 2025, Board Meeting. As you have been entrusted with property belonging to the Bayshore Gardens Park and Recreation District. Those items specifically include an iPad with its case, keyboard, charging cords, and the box for which you signed accepting responsibility. Your extended absence and failure to respond to any email attempts prompted this letter demanding the return of the District property including all of its original components. The items (keyboard and iPad) must be charged upon return to verify functionality. The items must be in good working condition and returned to the district office manager no later than May 15, 2026.

Thank you,

Gia Cruz
District Office Manager

COPY



BAYSHORE GARDENS PARK AND RECREATION DISTRICT

6919 26th Street West
Bradenton, Florida 34207

Telephone: 941- 755-1912
Fax: 941-739-3515
Email: office@bayshoregardens.org

June 2, 2026

Mrs. Greenberg,

This is our second formal letter regarding your extended absence from the Board of Trustees for the Bayshore District. As you are aware, accepting a seat on the Board comes with both responsibilities and obligations to the District and the community we serve.

To date, you have been absent from all Board meetings and have had no communication with the District for over eight months. Despite multiple attempts to reach you, including a certified letter from the District office that went unclaimed, we have not received any response or indication of your intentions.

Recently, a fellow Board member visited your home and personally requested that you contact the Board or District office to discuss your status and return the District-owned property in your possession. This includes the District iPad, keyboard, charger, box, and any other accessories for which you signed responsibility. At that time, it was reported that you declined to return the items immediately but stated you would bring them to the District office.

This letter, sent via both certified mail and regular mail, serves as formal notice requesting the following:

1. Immediate return of the District iPad, keyboard, charger, original box, and all accessories in working condition. The device must be fully charged upon return so functionality can be verified.
2. Written communication regarding your intentions to either resume your duties or resign from the Board.

Please return the above property to the District office no later than **June 12, 2026**.

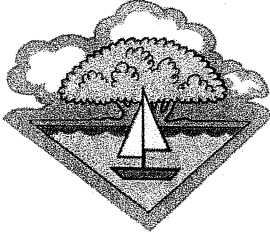
Your removal from the Board of Trustees will be considered and acted upon at the next regularly scheduled Board meeting. Should the District property not be returned as requested, the Board will pursue all available remedies, including legal action to recover the items or their full replacement value.

We hope to resolve this matter amicably and without further escalation.

Sincerely,--

Bayshore Gardens Park and Recreation District
6919 26th St. W
Bradenton, FL 34207

COPY



BAYSHORE GARDENS PARK AND RECREATION DISTRICT

6919 26th Street West
Bradenton, Florida 34207

Telephone: 941- 755-1912
Fax: 941-739-3515
Email: office@bayshoregardens.org

Barbara Greenberg
1902 Harvard Ave
Bradenton, FL 34207

July 9, 2026

Re: Notice of Proposed Removal from the Board of Trustees

Dear Mrs. Greenberg,

This letter serves as official notice from the Board of Trustees of the Bayshore Gardens Park and Recreation District regarding your status as a Trustee.

At the regularly scheduled Board of Trustees meeting on **July 22, 2026, at 6:00 P.M.**, the Board will consider and vote on setting a formal hearing date for your removal from the Board. This action is based on your failure to discharge the duties of your position as a Trustee.

The specific grounds include, but are not limited to:

- Extended and continuous absence from all Board meetings since August 2025;
- Failure to communicate any reasons for your absence;
- Failure to respond to multiple telephone calls from the District office;
- Non-acceptance of certified letters sent on April 29, 2026, and June 2, 2026 (copies of which were also sent via regular mail);
- Failure to submit a formal resignation after verbally indicating your intent to do so during an in-person conversation with Treasurer Terry Zimmerly;
- Failure to return District property (including an iPad, keyboard, charger, and related accessories) despite repeated requests;
- Failure to perform any Board-requested tasks or participate in Board activities.

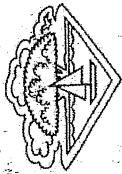
At the July 22, 2026, meeting, the Board will select a date for a formal hearing on your removal. You will be given an opportunity to attend both the July 22nd meeting and the subsequent hearing to address these matters and be heard before any final decision is made.

The Board's decision following the hearing will be final. Should you be removed, the District will pursue the return of its property through appropriate legal channels, including small claims court if necessary.

Please contact the District office at (941) 755-1912 or Office@BayshoreGardens.org if you have any questions or wish to provide information prior to the meeting.

Sincerely,

Bayshore Gardens Park and Recreation District

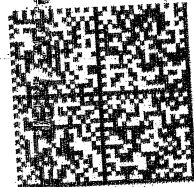


**BAYSHORE GARDENS
PARK AND RECREATION DISTRICT**

6919 26th Street West
Bradenton, Florida 34207

PS/9761

TAMPA FL 335



PP US POSTAGE
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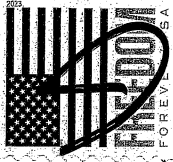
CORRECTION

ZIP 34207

CPU

06/03/2026

036B 0011834740



Barbara Greenberg

1902 H

Bradent

NIXIE

339 5C 1

0206/29/25

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

9327080165903160

34207080165903160

BC: 34207571119

#2701-06683-03-42



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL

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: Club vs Board Events Meeting Date: 7/22/24

Type of Meeting: _____ Workshop _____ Board Meeting X

Motion: X Discussion: _____ (check one)

Rationale for Request: Handbook states Paid Holiday;
4th of July used to be a mandatory Board
Function. Any functions held by Clubs
Should not be a mandatory Shift.

Estimated Costs to District: (if applicable)

Attachments/Supporting documents: None: _____

Board Trustee: [Signature] Date: 7-8-2026

Print Name: Cori Howell

Received By: [Signature] Date: 7-8-2026

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 Revised _____

Bayshore Gardens observes the following paid holidays per year for all full time based on 8 hours per day:

Full Time New Year's Day	Martin Luther King Jr Day
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Day After Thanksgiving Day
½ Day Christmas Eve	Christmas Day
½ Day Floating Personal Holiday	

Part Time Holiday pay based on the average number of hours per day in past 6 months:

New Years Day	Independence Day
Memorial Day	Veterans Day
Labor Day	Christmas Day
Thanksgiving Day	

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

6.6 JURY DUTY/MILITARY LEAVE

Employees will be granted time off to serve on a jury or military leave with pay. All regular employees both full-time and part-time will be kept on the active payroll until their civic duties have been completed. 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 during each calendar year. 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 complete 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.

Bayshore Banner - July 2026

In our 69th year of serving the community

For the most up to date information please visit the District's official website: bayshoregardens.org

NOTICE OF MEETINGS FOR 2026

2026 Meeting Dates for Bayshore Gardens Park & Recreation District

All meetings are held in the Bayshore Gardens Recreation Hall

located at 6919 26th Street W., Bradenton, FL 34207 at 6 p.m.

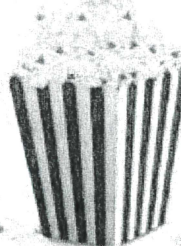
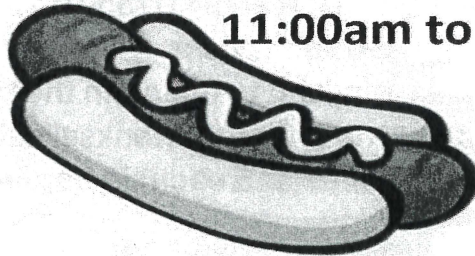
Any individuals needing more information or special accommodations to attend a meeting, may call the District Office at (941) 755-1912

<u>Committee</u>	<u>Work Session</u>	<u>Board of Trustees</u>
July 1	July 8	July 22
August 4 & 5	August 12	August 26
September 1 & 2	September 9	September 23
October 6 & 7	October 14	October 28
November 3 & 4	November 11	November 18
December 1 & 2	December 9	December 16

CELEBRATE 250 YEARS

4TH OF JULY HOT DOG Celebration

11:00am to 1:00pm



Bayshore Gardens Park

Screened porch Bring your chair and hat.

Provided by Bayshore Gardens HOA, your Neighborhood Club