

Agenda
Bayshore Gardens Park & Recreation District
Board of Trustees Meeting
Wednesday; May 29, 2024 @ 7:00 P.M.

1. Roll Call
2. Call to Order
3. Pledge to Flag
4. Approval of Minutes: 3/13/24 Work Session / 3/27/24 BOT Meeting / 4/10/24 Work Session & 4/24/24 BOT Meeting
5. Treasurer's Report
6. Trustee Committee Reports
7. District Office Manager's Report
8. Old Business
 - Agenda Motion - (Terry) - 2024-2025 Budget
 - Agenda Motion - (Cori) - ITB & Newspaper Notice for Playground
 - Agenda Motion - (Cori) - Hall Flooring
9. New Business
 - Agenda Motion - (Cori) - Dock Cart
10. Resident comments agenda item 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
April 2024

	<u>Apr 24</u>	<u>Budget</u>	<u>Oct '23 - Apr 24</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Ordinary Income/Expense					
Income					
4000 - Assessments					
4005 - Property Tax	18,603.80	45,737.50	529,000.39	320,162.50	548,850.00
4006 - Commission fees	-558.11	-2,987.50	-15,870.00	-20,912.50	-35,850.00
4007 - Excess fees (Excess commission fees)	0.00		3,218.41		
Total 4000 - Assessments	<u>18,045.69</u>	<u>42,750.00</u>	<u>516,348.80</u>	<u>299,250.00</u>	<u>513,000.00</u>
4100 - Rent					
4111 - Screen Room Rental	25.00	66.67	540.00	466.65	800.00
4120 - Hall Rentals	2,490.00	1,583.33	20,097.25	11,083.35	19,000.00
4150 - Marina Rentals					
4151 - Slip Rental					
4152 - Resident slip rentals	60.76	4,350.00	57,911.76	30,450.00	52,200.00
4153 - Non Resident slip rentals	1,138.50	10,650.00	131,509.75	74,550.00	127,800.00
Total 4151 - Slip Rental	<u>1,199.26</u>	<u>15,000.00</u>	<u>189,421.51</u>	<u>105,000.00</u>	<u>180,000.00</u>
4154 - Small Boat Area	0.00	83.33	2,016.00	583.35	1,000.00
4156 - Trailer Space Rental	0.00	333.33	6,840.00	2,333.31	4,000.00
4157 - Gate Keys	360.00	341.67	5,420.00	2,391.65	4,100.00
4162 - NR Boat Ramp	0.00	966.67	4,000.00	6,766.65	11,600.00
4825 - Work Area/Pressure Washer	100.00		580.00		
Total 4150 - Marina Rentals	<u>1,659.26</u>	<u>16,725.00</u>	<u>208,277.51</u>	<u>117,074.96</u>	<u>200,700.00</u>
Total 4100 - Rent	<u>4,174.26</u>	<u>18,375.00</u>	<u>228,914.76</u>	<u>128,624.96</u>	<u>220,500.00</u>
4300 - Pool					
4360 - Pool FOB	960.00	75.00	4,013.46	525.00	900.00
Total 4300 - Pool	<u>960.00</u>	<u>75.00</u>	<u>4,013.46</u>	<u>525.00</u>	<u>900.00</u>
4500 - Publications					
4520 - Banner - Subscriptions	0.00		95.00		
Total 4500 - Publications	<u>0.00</u>		<u>95.00</u>		
4600 - Interest Income (Interest Income)	624.22		3,603.15		
4700 - Recreation Income	0.00		300.00		

Bayshore Gardens Park & Recreation District Profit & Loss Budget Performance April 2024

	<u>Apr 24</u>	<u>Budget</u>	<u>Oct '23 - Apr 24</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
4800 - Miscellaneous Income					
4802 - Office Services	0.45	4.17	43.75	29.15	50.00
4800 - Miscellaneous Income - Other	0.00		0.60		
Total 4800 - Miscellaneous Income	<u>0.45</u>	<u>4.17</u>	<u>44.35</u>	<u>29.15</u>	<u>50.00</u>
Total Income	<u>23,804.62</u>	<u>61,204.17</u>	<u>753,319.52</u>	<u>428,429.11</u>	<u>734,450.00</u>
Gross Profit	23,804.62	61,204.17	753,319.52	428,429.11	734,450.00
Expense					
5000 - Administration Expenses					
5100 - Wages, Taxes and Fees					
5120 - Wages - Administration	4,204.00	4,583.33	31,627.94	32,083.35	55,000.00
5130 - Wages - Maintenance	6,429.44	8,333.33	38,090.15	58,333.35	100,000.00
5132 - Wages - Dockmaster	646.16	750.00	4,846.20	5,250.00	9,000.00
5133 - Marina Project Manager	0.00		0.00		
5135 - Wages - Pool	3,304.34	4,500.00	6,945.34	31,500.00	54,000.00
5170 - Health Insurance Compensation	250.00	583.33	1,875.00	4,083.35	7,000.00
5210 - FICA-941 Taxes	1,134.79	1,666.67	6,378.92	11,666.65	20,000.00
5215 - Unemployment Taxes	124.28	50.00	829.16	350.00	600.00
5610 - Accounting Fees	800.00	1,125.00	6,200.00	7,875.00	13,500.00
6080 - Travel Mileage	0.00	41.67	0.00	291.65	500.00
Total 5100 - Wages, Taxes and Fees	<u>16,893.01</u>	<u>21,633.33</u>	<u>96,792.71</u>	<u>151,433.35</u>	<u>259,600.00</u>
Total 5000 - Administration Expenses	16,893.01	21,633.33	96,792.71	151,433.35	259,600.00
5200 - Marina Expense					
5240 - Sales Tax	-0.01		0.29		
5250 - Property Tax	0.00	516.67	3,458.15	3,616.65	6,200.00
5575 - Marina Repair/Maintenance/FOBS	4,181.25	166.67	15,424.78	1,166.65	2,000.00
Total 5200 - Marina Expense	<u>4,181.24</u>	<u>683.34</u>	<u>18,883.22</u>	<u>4,783.30</u>	<u>8,200.00</u>
5300 - Security					
5311 - Security Camera R&M	0.00	1,891.67	3,281.61	13,241.65	22,700.00
5335 - Key Fobs	1,393.75		1,393.75		
Total 5300 - Security	<u>1,393.75</u>	<u>1,891.67</u>	<u>4,675.36</u>	<u>13,241.65</u>	<u>22,700.00</u>

Bayshore Gardens Park & Recreation District Profit & Loss Budget Performance April 2024

	<u>Apr 24</u>	<u>Budget</u>	<u>Oct '23 - Apr 24</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
5400 - Utilities					
5410 - Electric	2,117.29	1,916.67	17,799.25	13,416.65	23,000.00
5420 - Water/Sewer	1,758.32	1,500.00	12,776.90	10,500.00	18,000.00
5430 - Telephone	50.00	100.00	710.88	700.00	1,200.00
5440 - Gas/Propane	0.00	8.33	0.00	58.35	100.00
5460 - Internet	0.00	250.00	1,795.20	1,750.00	3,000.00
Total 5400 - Utilities	<u>3,925.61</u>	<u>3,775.00</u>	<u>33,082.23</u>	<u>26,425.00</u>	<u>45,300.00</u>
5500 - Building and Grounds					
5511 - Professional/Contract Services	941.04	691.67	4,075.02	4,841.65	8,300.00
5512 - Repairs, Maintenance & Supplies	768.68	833.33	17,391.40	5,833.35	10,000.00
5514 - Building Maintenance	0.00	1,250.00	31,629.52	8,750.00	15,000.00
5515 - Janitorial and Cleaning	535.17	291.67	3,938.11	2,041.65	3,500.00
5516 - Gasoline (Grounds machinery fuel)	0.00	66.67	47.25	466.65	800.00
5520 - Maintenance Equipment	0.00	500.00	5,961.77	3,500.00	6,000.00
5530 - Pest Control	0.00	100.00	105.00	700.00	1,200.00
5560 - Landscaping	8,406.70	1,916.67	12,649.44	13,416.65	23,000.00
5580 - Pool Maintenance	41.62	83.33	357.88	583.35	1,000.00
5585 - Pool Repair/Replacement	0.00	83.33	1,457.26	583.31	1,000.00
5590 - Pool Chemicals	2,108.05	2,500.00	10,667.70	17,500.00	30,000.00
5591 - EPA/Water	0.00	108.33	0.00	758.35	1,300.00
5683 - Certification Reimbursement	0.00	83.33	0.00	583.35	1,000.00
5684 - Woodchoppers	0.00	83.33	188.00	583.35	1,000.00
6500 - Playground Expense	0.00	208.33	0.00	1,458.35	2,500.00
Total 5500 - Building and Grounds	<u>12,801.26</u>	<u>8,799.99</u>	<u>88,468.35</u>	<u>61,600.01</u>	<u>105,600.00</u>
5600 - Other Administration Expense					
5519 - Leased Equipment	147.84	183.33	1,101.81	1,283.35	2,200.00
5650 - Postage	0.00	100.00	899.10	700.00	1,200.00
5660 - Legal Fees	0.00	833.33	3,660.80	5,833.35	10,000.00
5665 - Seminars, Training and Fees	29.95	83.33	1,449.74	583.35	1,000.00
5670 - Office Supplies/Expenses	146.25	666.69	3,046.33	4,656.65	8,000.00

Bayshore Gardens Park & Recreation District Profit & Loss Budget Performance April 2024

	Apr 24	Budget	Oct '23 - Apr 24	YTD Budget	Annual Budget
5680 · Audit Fees	0.00	1,166.67	2,700.00	8,166.65	14,000.00
5682 · Organizational Fees and License	0.00	125.00	30.00	875.00	1,500.00
5686 · Website Maintenance	126.00	133.33	1,008.00	933.35	1,600.00
5690 · Advertising	70.20	58.33	232.83	408.35	700.00
6020 · Bank Fees	659.10	1,000.00	7,905.29	7,000.00	12,000.00
6040 · Trustee Election	0.00	416.67	0.00	2,916.65	5,000.00
Total 5600 · Other Administration Expense	1,179.34	4,766.68	22,033.90	33,356.70	57,200.00
5630 · Insurance-Business					
5631 · Insurance - Liability	0.00	833.33	11,260.00	5,833.35	10,000.00
5632 · Insurance - Workers Compensatio	0.00	1,166.67	3,746.00	8,166.65	14,000.00
5633 · Insurance - Auto Liability	0.00	20.83	0.00	145.85	250.00
5634 · Insurance -Property	0.00	2,562.50	31,978.00	17,937.50	30,750.00
Total 5630 · Insurance-Business	0.00	4,583.33	46,984.00	32,083.35	55,000.00
5700 · Publications Expense					
5711 · Banner composition	420.00	375.00	2,500.00	2,625.00	4,500.00
5720 · Banner - Printing Costs	165.44		1,165.79		
5740 · Banner - Paper Delivery	52.00		343.00		
5750 · Banner - Office Supplies	0.00	208.33	0.00	1,458.35	2,500.00
Total 5700 · Publications Expense	637.44	583.33	4,008.79	4,083.35	7,000.00
5800 · District Recreation					
5830 · Expenses -	0.00	416.67	0.00	2,916.65	5,000.00
Total 5800 · District Recreation	0.00	416.67	0.00	2,916.65	5,000.00
5900 · Capital Layout					
5901 · Survey	0.00	83.33	0.00	583.35	1,000.00
5903 · Sheds to Replace Porta Potty	0.00		0.00	0.00	0.00
5907 · Basketball Court	0.00		0.00	0.00	0.00
5915 · Maintenance Shed Awning	0.00	1,250.00	0.00	8,750.00	15,000.00
5917 · Pool ADA Bathrooms	0.00	10,487.50	800.00	73,412.50	125,850.00
5921 · Fitness Trail	0.00	1,000.00	0.00	7,000.00	12,000.00
5922 · Hall	0.00	1,250.00	0.00	8,750.00	15,000.00

Bayshore Gardens Park & Recreation District
Profit & Loss Budget Performance
 April 2024

	<u>Apr 24</u>	<u>Budget</u>	<u>Oct '23 - Apr 24</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Total 5900 - Capital Layout	0.00	14,070.83	800.00	98,495.85	168,850.00
6900 - Uncategorized Expenses	0.00		0.00		
Total Expense	<u>41,011.65</u>	<u>61,204.17</u>	<u>315,728.56</u>	<u>428,419.21</u>	<u>734,450.00</u>
Net Ordinary Income	-17,207.03	0.00	437,590.96	9.90	0.00
Other Income/Expense					
Other Income					
10000 - Sales Tax Discount	15.27		79.69		
Total Other Income	<u>15.27</u>		<u>79.69</u>		
Net Other Income	<u>15.27</u>		<u>79.69</u>		
Net Income	<u><u>-17,191.76</u></u>	<u><u>0.00</u></u>	<u><u>437,670.65</u></u>	<u><u>9.90</u></u>	<u><u>0.00</u></u>

Bayshore Gardens Park & Recreation District
Balance Sheet
As of April 30, 2024

Apr 30, 24

ASSETS

Current Assets

Checking/Savings

1000 · Checking-Operating 5/3 2537	247,073.54
1004 · Petty Cash - District	350.00
1005 · Escrow Account 5/3 - 3919	36,000.00
1006 · Checking-Payroll 5/3 2545	50,928.15
1016 · Savings - Operating 5/3 4032	225,228.41
1019 · Savings Reserves 5/3 5013	
1021 · Reserve Fund-Roofing	7,900.00
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	182,783.20
1027.5 · Basketball Court	2,237.07
1032 · Reserve Fund - Marina	140,423.28
1033 · Reserve Fund-Outdoor Recreation	25,000.00
1034 · Reserve Fund - Playground Equip	9,000.00
1036 · Reserve Fund - Security	35,000.00
1037 · Fitness Trail	5,000.00
1038 · Hall Floors	1,000.00
1040 · Reserve Fund - Screen Room	30,000.00

Total 1019 · Savings Reserves 5/3 5013 482,829.69

Total Checking/Savings 1,042,409.79

Accounts Receivable

1100 · Accounts Receivable 43,447.22

Total Accounts Receivable 43,447.22

Other Current Assets

11500 · Water Boy Bottle Deposit 35.00

11600 · A/R Lupson (gate repair) 150.00

1499 · *Undeposited Funds 2,510.44

Total Other Current Assets 2,695.44

Total Current Assets 1,088,552.45

Fixed Assets

1900 · Land 400,000.00

1910 · Buildings 1,367,061.93

1920 · Recreation Area 1,768,907.19

1940 · Recreation Area F & E 97,308.64

1960 · Machines & Equipment 108,166.67

1980 · Office Furniture and Equipment 38,112.48

1990 · Other Furniture and Equipment 53,448.88

1995 · Accumulated Depreciation -1,342,680.52

1999 · Reserve Expenses 79,640.39

Bayshore Gardens Park & Recreation District
Balance Sheet
As of April 30, 2024

	<u>Apr 30, 24</u>
Total Fixed Assets	2,569,965.66
Other Assets	
Prepaid Payroll	260.00
1800 - Utility Deposits	280.00
Total Other Assets	<u>540.00</u>
TOTAL ASSETS	<u><u>3,659,058.11</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 - Accounts Payable	18,540.00
Total Accounts Payable	18,540.00
Other Current Liabilities	
2010 - Accrued Wages	6,180.17
2100 - Payroll Liabilities	
2300 - Garnishment of Wages	362.52
2100 - Payroll Liabilities - Other	-290.94
Total 2100 - Payroll Liabilities	<u>71.58</u>
2171 - Sales Tax Payable	3,645.78
2500 - Security Deposits	
2501 - Hall Security Deposits	4,380.00
2502 - Marina Security Deposits	39,750.00
2503 - Screen Room Deposit (Screen Room Deposit)	100.00
Total 2500 - Security Deposits	<u>44,230.00</u>
2511 - Swim Team Deposits	200.00
2600 - Deferred Revenues	43,925.59
2700 - Prepaid Income	665.65
2800 - Deposit on Boat Slips	1,250.00
Total Other Current Liabilities	<u>100,168.77</u>
Total Current Liabilities	<u>118,708.77</u>
Total Liabilities	118,708.77
Equity	
3040 - Owners' Equity	182,295.76
3050 - Retained Earnings (Retained Earnings)	2,103,817.02
3200 - Fund Balance	-86,517.97
3300 - Investment in GFAAG	903,083.88
Net Income	<u>437,670.65</u>
Total Equity	<u>3,540,349.34</u>
TOTAL LIABILITIES & EQUITY	<u><u>3,659,058.11</u></u>

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: 2024-2025 Budget Meeting Date: 5-29-24

Type of Meeting: _____ Workshop _____ Board Meeting

Motion: Discussion: _____ (check one)

Rationale for Request: _____

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: _____
- No Increase
- \$10 Increase

Board Trustee: Terry Zimmermanly Date: 5/15/24

Print Name: Terry Zimmermanly

Received by: [Signature] Date: 5/15/24

BAYSHORE GARDENS PROPOSED BUDGET 2024/2025**REVISED: 5/7/2024****NO INCREASE****\$407.00****SUMMARY****INCOME**

Projected Assessment Income	\$513,000.00
Rental Rental Income	\$232,230.00
Interest Income	\$0.00

TOTAL INCOME	\$745,230.00
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RESERVE FORWARD	\$350,000.00
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BALANCE FORWARD	\$150,000.00
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TOTAL INCOME / RESERVES / BAL. FWRD	\$1,245,230.00
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EXPENSE

Wages	\$234,600.00
Security	\$22,700.00
Utilities	\$54,400.00
Buliding & Grounds	\$153,530.00
Other Admin	\$48,400.00
Insurance	\$52,000.00
Taxes	\$3,600.00
Publication	\$7,500.00
Recreation	\$10,000.00

TOTAL OPERATING EXPENSE	\$586,730.00
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CAPITAL OUTLAY

5922 Hall	\$13,500.00
Maint. Shed Awning	\$15,000.00
Fitness Trail	\$30,000.00
Playground	\$100,000.00

TOTAL CAPITAL OUTLAY	\$158,500.00
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TOTAL EXPENSES	\$745,230.00
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TOTAL EXPENSES & RESERVES	\$1,245,230.00
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2022/ 2023 RESERVE FUNDS

Marina	\$261,000.00
Roofing	\$60,000.00
Security Systems	\$60,000.00
Fitness Trail	\$79,000.00
Playground Equipment	\$39,000.00
Hall Floors	\$1,000.00

RESERVE FUNDS TOTAL	\$500,000.00
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PROPOSED BUDGET WORKSHEET 2024/2025

INCOME

Property Tax	\$548,850.00
Less Commission Fees & Early Discount	(\$35,850.00)
Total Assessment	\$513,000.00
Screen Porch	\$150.00
Hall	\$25,000.00
Small Boat	\$1,000.00
Trailer Spaces	\$5,000.00
Marina Resident	\$60,000.00
Marina Non-Resident	\$120,000.00
Marina & Ramp Fobs	\$6,000.00
Pool Fobs	\$3,000.00
Office Service	\$80.00
Interest	\$0.00
Non-Res. Ramp	\$12,000.00
TOTAL INCOME	\$745,230.00

EXPENSE WAGES

5120 Wages Admin.	\$60,000.00
5130 Wages Maint.	\$80,000.00
5132 Dockmaster	\$9,000.00
5135 Wages Pool	\$54,000.00
5210 FICA	\$15,000.00
5170 Health Insurance	\$3,500.00
5215 Unemployment Tax	\$600.00
6080 Travel Expense	\$500.00
5610 Accountant Fees	\$12,000.00
TOTAL AD EXP	\$234,600.00

SECURITY

5311 Camera Repairs	\$22,700.00
SECURITY TOTAL	\$22,700.00

UTILITIES

5410 Electric	\$30,000.00
5420 Water / Sewer	\$20,000.00
5430 Telephone	\$1,200.00
5440 Propane	\$100.00
5460 Spectrum Internet	\$3,100.00
UTILITIES TOTAL	\$54,400.00

BUILDING & GROUNDS

5511 Professional Cont.	\$10,000.00
5512 Rep Maintenance Supplies	\$11,000.00
5514 Building Maintenance	\$15,000.00
5515 Janitorial Supplies	\$7,000.00
5516 Gasoline	\$600.00
5520 Maintenance Equipment	\$6,000.00
5530 Pest Control	\$600.00
5560 Landscap	\$39,230.00
5575 Marina Maintance	\$25,000.00
5580 Pool Maintenance	\$5,800.00
5585 Pool Repairs	\$2,000.00
5590 Pool Chemicals	\$25,000.00
5591 EPA / Water	\$1,300.00
5683 Certification Reimb	\$1,000.00
6500 Playground	\$3,000.00
5684 Woodchoppers	\$1,000.00
BUILDING & GROUNDS TOTAL	\$153,530.00

OTHER ADMINISTRATION

5519 Lease Equipment	\$2,200.00
5650 Postage	\$1,200.00
5660 Legal Fees	\$5,000.00
5665 Seminars	\$500.00
5670 Office Supplies	\$7,000.00
5680 Audit Fees	\$14,000.00
5682 Org. Fees	\$200.00
5686 Website Maintenance	\$1,600.00
5690 Advertising	\$700.00
6020 Bank Fees	\$12,000.00
6040 Elections	\$3,000.00
6041 Board Ethics Courses	\$1,000.00
OTHER ADMINISTRATION TOTAL	\$48,400.00

INSURANCE

5631 Liability	\$13,000.00
5632 Work Comp.	\$5,000.00
5634 Property	\$34,000.00
INSURANCE TOTAL	\$52,000.00

TAXES

5250 Taxes	\$3,600.00
TAXES TOTAL	\$3,600.00

PUBLICATION

5711 Banner Comp	\$5,000.00
5750 Banner Supplies	\$2,500.00
PUBLICATION TOTAL	\$7,500.00

DISTRICT REC.

5830 Recreation	\$5,000.00
5840 Swim Team	\$5,000.00
DISTRICT REC. TOTAL	\$10,000.00

TOTAL OPERATING EXPENSE	\$586,730.00
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CAPITAL OUTLAY

5922 Hall	\$13,500.00
Maint. Shed Awning	\$15,000.00
Fitness Trail	\$30,000.00
Playground	\$100,000.00

CAPITAL OUTLAY TOTAL	\$158,500.00
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TOTAL EXPENSES	\$745,230.00
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RESERVE FUNDS

Marina	\$261,000.00
Roofing	\$60,000.00
Security Systems	\$60,000.00
Fitness Trail	\$79,000.00
Playground Equipment	\$39,000.00
Hall Floors	\$1,000.00

RESERVE FUNDS TOTAL	\$500,000.00
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TOTAL EXPENSES & RESERVES	\$1,245,230.00
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BAYSHORE GARDENS PROPOSED BUDGET 2024/2025**REVISED: 5/7/2024****\$10 INCREASE****\$417.00****SUMMARY****INCOME**

Projected Assessment Income	\$525,793.00
Rental Rental Income	\$232,230.00
Interest Income	\$0.00

TOTAL INCOME	\$758,023.00
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RESERVE FORWARD	\$350,000.00
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BALANCE FORWARD	\$150,000.00
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TOTAL INCOME / RESERVES / BAL. FWRD	\$1,258,023.00
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EXPENSE

Wages	\$234,600.00
Security	\$22,700.00
Utilities	\$54,400.00
Buliding & Grounds	\$166,323.00
Other Admin	\$48,400.00
Insurance	\$52,000.00
Taxes	\$3,600.00
Publication	\$7,500.00
Recreation	\$10,000.00

TOTAL OPERATING EXPENSE	\$599,523.00
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CAPITAL OUTLAY

Hall	\$13,500.00
Maint. Shed Awning	\$15,000.00
Fitness Trail	\$30,000.00
Playground	\$100,000.00

TOTAL CAPITAL OUTLAY	\$158,500.00
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TOTAL EXPENSES	\$758,023.00
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TOTAL EXPENSES & RESERVES	\$1,258,023.00
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RESERVE FUNDS

Marina	\$261,000.00
Roofing	\$60,000.00
Security Systems	\$60,000.00
Fitness Trail	\$79,000.00
Playground Equipment	\$39,000.00
Hall Floors	\$1,000.00

RESERVE FUNDS TOTAL	\$500,000.00
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PROPOSED BUDGET WORKSHEET 2024/2025

INCOME

Property Tax	\$562,350.00
Less Commission Fees & Early Discount	(\$36,557.00)
Total Assessment	\$525,793.00
Screen Porch	\$150.00
Hall	\$25,000.00
Small Boat	\$1,000.00
Trailer Spaces	\$5,000.00
Marina Resident	\$60,000.00
Marina Non-Resident	\$120,000.00
Marina & Ramp Fobs	\$6,000.00
Pool Fobs	\$3,000.00
Office Service	\$80.00
Interest	\$0.00
Non-Res. Ramp	\$12,000.00
TOTAL INCOME	\$758,023.00

EXPENSE WAGES

5120 Wages Admin.	\$60,000.00
5130 Wages Maint.	\$80,000.00
5132 Dockmaster	\$9,000.00
5135 Wages Pool	\$54,000.00
5210 FICA	\$15,000.00
5170 Health Insurance	\$3,500.00
5215 Unemployment Tax	\$600.00
6080 Travel Expense	\$500.00
5610 Accountant Fees	\$12,000.00
TOTAL AD EXP	\$234,600.00

SECURITY

5311 Camera Repairs	\$22,700.00
SECURITY TOTAL	\$22,700.00

UTILITIES

5410 Electric	\$30,000.00
5420 Water / Sewer	\$20,000.00
5430 Telephone	\$1,200.00
5440 Propane	\$100.00
5460 Spectrum Internet	\$3,100.00
UTILITIES TOTAL	\$54,400.00

BUILDING & GROUNDS

5511 Professional Cont.	\$10,000.00
5512 Rep Maintenance Supplies	\$11,000.00
5514 Building Maintenance	\$15,000.00
5515 Janitorial Supplies	\$7,000.00
5516 Gasoline	\$600.00
5520 Maintenance Equipment	\$6,000.00
5530 Pest Control	\$600.00
5560 Landscape	\$52,023.00
5575 Marina Maintance	\$25,000.00
5580 Pool Maintenance	\$5,800.00
5585 Pool Repairs	\$2,000.00
5590 Pool Chemicals	\$25,000.00
5591 EPA / Water	\$1,300.00
5683 Certification Reimb	\$1,000.00
6500 Playground	\$3,000.00
5684 Woodchoppers	\$1,000.00
BUILDING & GROUNDS TOTAL	\$166,323.00

OTHER ADMINISTRATION

5519 Lease Equipment	\$2,200.00
5650 Postage	\$1,200.00
5660 Legal Fees	\$5,000.00
5665 Seminars	\$500.00
5670 Office Supplies	\$7,000.00
5680 Audit Fees	\$14,000.00
5682 Org. Fees	\$200.00
5686 Website Maintenance	\$1,600.00
5690 Advertising	\$700.00
6020 Bank Fees	\$12,000.00
6040 Elections	\$3,000.00
6041 Board Ethics Courses	\$1,000.00
OTHER ADMINISTRATION TOTAL	\$48,400.00

INSURANCE

5631 Liability	\$13,000.00
5632 Work Comp.	\$5,000.00
5634 Property	\$34,000.00
INSURANCE TOTAL	\$52,000.00

TAXES

5250 Taxes	\$3,600.00
TAXES TOTAL	\$3,600.00

PUBLICATION

5711 Banner Comp	\$5,000.00
5750 Banner Supplies	\$2,500.00
PUBLICATION TOTAL	\$7,500.00

DISTRICT REC.

5830 Recreation	\$5,000.00
5840 Swim Team	\$5,000.00
DISTRICT REC. TOTAL	\$10,000.00

TOTAL OPERATING EXPENSE	\$599,523.00
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CAPITAL OUTLAY

Hall	\$13,500.00
Maint. Shed Awning	\$15,000.00
Fitness Trail	\$30,000.00
Playground	\$100,000.00

CAPITAL OUTLAY TOTAL	\$158,500.00
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RESERVE FUNDS TOTAL	\$500,000.00
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TOTAL EXPENSES & RESERVES	\$1,258,023.00
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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: ITB and Herald notice Meeting Date: 5-29-25

Type of Meeting: _____ Workshop _____ Board Meeting

Motion: Discussion: _____ (check one)

Rationale for Request: _____

Approve Computed ITB for playground
and Brantford Herald Notice

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: _____

Board Trustee: [Signature] Date: 5/21/2024

Print Name: Cori Howell

Received by: [Signature] Date: 5/21/24

**INVITATION TO BID
TO
BAYSHORE GARDENS RENOVATION OF PLAYGROUND**

- I. Bayshore Gardens Park and Recreation District places this request for ITB's to interested parties that are qualified and experienced to provide and install Playground Equipment for a Special Taxing District's Public Playground.

To obtain the ITB Contact: Bayshore Gardens Park and Recreation District, by U.S. Mail 6919 26th St W, Bradenton, Fl 34207, by phone 941-755-1912, or email, office@bayshoregardens.org. Attention: Gia Cruz

Proposals must be received in the District Office by 3:00PM, June 12, 2024 and will be opened at the meeting of the Board of Trustees on June 26th at 7:15 PM. You are invited to attend the opening of the proposals. You may be invited to attend an interview to discuss your Bid The selected Proposal to be approved by the Board of Trustees on June 26th at approximately 7:15PM.

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

INVITATION TO BID

PROJECT TITLE

Renovation of 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 Renovation of 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 June 12, 2024, and will be opened in the publicly noticed work session June 12, 2024. A contract will be awarded in the Board of Trustee meeting June 26, 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, June 12, 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 119F.S. Florida Public Records Law.

The Contractor will submit 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 same with the bid, providing a bid for the commercial Florida friendly playground equipment and the installation of the selected type of equipment as identified in Exhibits A thru H. 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. Full playground system that includes similar features pictured.
- Exhibit B. Tire swing
- Exhibit C. Post type swing set with 4 belt swings total
- Exhibit D. Post type swing set with 2 bucket
- Exhibit E. Spinner Pole
- Exhibit F. Merry go round
- Exhibit G. Funnel Ball Game
- Exhibit H. Seven (7) swing and slide mats (approximately 54x32x2 each)

In addition the following requirement must be meant.

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 thru 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 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, and 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:

June 26, 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 and exhibits A thru H.
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 Renovation of Bayshore Gardens Playground"

ADDRESSED TO:

BAYSHORE GARDENS PARK AND RECREATION DISTRICT

6919 26TH ST. WEST

BRADENTON, FLORIDA 34207

ATT: GIA CRUZ

BIDS SUBJECT TO PLAYGROUND ITB MUST BE SUBMITTED NO
LATER THAN

June 12, 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: Hall Flooring Estimate Meeting Date: 05/29/2024

Type of Meeting: _____ Workshop _____ Board Meeting X

Motion: _____ Discussion: X (check one)

Rationale for Request: _____
Review difference in flooring estimates.

Estimated Costs to District: (if applicable)

TBD

Attachments/Supporting documents: None: _____

Two of three estimates, third may be included if received prior to
Meeting

Board Trustee:  Date: 05/14/2024

Print Name: Cori Howell

Received By:  Date: 5/14/24

Wood Floor by Alexander, Inc.
3012 25th Street West
Bradenton, FL 34205
941.751.4248

WORK PERFORMED AT: *proposal*

TO: Bay shore gardens
755 1912 / 941 739 35 15
ATT: *619 6102*

*8919 26th st west
Bradenton*

DATE: *aug*

YOUR WORK ORDER NO.: *office @ baysidegardens.org*

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

area 4428 sq ft.
\$19926 - sanding finishing wood floor with 3 coats polyurethane natural no stain
optional - if staining required extra 0.65 \$ per sq feet
\$385 - repair wood floor damaged wood area (labor and material)
thank you Alex

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work, and was completed in a substantial workmanlike manner for the agreed sum of _____

sanding finishing - \$19926 Dollars (\$ _____)

This is a Partial Full invoice due and payable by: *repair \$385* Month _____ Day _____ Year _____

In accordance with our Agreement Proposal No. _____ Dated _____ Month _____ Day _____ Year _____



8635 W. Hillsborough Avenue, #161
Tampa, FL 33615

(813) 260-0203

STAIN COLOR SELECTED: _____

CUSTOMER APPROVAL: _____

WORK ORDER CONTRACT

CUSTOMER'S NAME Cori Howell - Bayshore Gardens Park & Recreation		DATE 5/20/2024
ADDRESS 6919 26th Street W		PAYMENT TERMS: 50% of Total is due before work begins; 50% is due before the final finish coat is applied.
CITY Bradenton	ZIP 34207	
TELEPHONE (941) 447-6377		
EMAIL ADDRESS seat06@bayshoregardens.org		
THE FOLLOWING WORK IS TO BE COMPLETED TO THE PRICES AND CONDITIONS STATED BELOW:		FEE
1. Remove and replace 8 boards		200.00
		0.00
2. Full sand and refinishing of solid Oak hardwood flooring in Natural including one (1) coat of an oil-modified polyurethane floor finish and two (2) coats of a component water-based floor finish in satin sheen (approx. 4,940 s.f.)		24,700.00
		0.00
		0.00
		0.00
		0.00
3. Credit - use of Bona Atomic Dust Containment System at no charge		-250.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
DO NOT USE ANY FORM OF TAPE, INCLUDING PAINTERS' TAPE, ON FLOOR WITHIN 6 MONTHS OF OUR JOB COMPLETION.		0.00
Use of Bona Atomic Dust Containment System		\$ 250.00
TAKE UP AND/OR FLOOR PREP BY CUSTOMER PRIOR/AFTER SERVICE: PLEASE REMOVE ALL FURNITURE AND BELONGINGS OFF FLOOR. DO NOT WALK ON FLOOR FOR 24 HOURS AFTER STAIN OR FINISH COAT HAS BEEN LAID. THIS INCLUDES PETS.		TOTAL
		\$ 24,900.00

SCOPE OF SERVICES AND STANDARD OF WORK: The price quote above is based on Tampa Hardwood Floor Refinishing-purchased materials, supplies, and sole-use of the Customer premises for the work performance. All materials are as specified, work to be performed as set forth, and shall be completed in a professional workmanlike manner using knowledge and recommendations for performing the services which meet generally acceptable standards set by the National Wood Flooring Association (NWFA). Customer acknowledges that their floor is damaged and/or a color they wish to change, and agrees to permit Tampa Hardwood Floor Refinishing (referred to as THFR in all the following text) to perform and complete the contracted work above to the best of THFR's ability and without undue interruptions, unreasonable demands, or unwarranted interjections attributable to Customer. The work stated above is an honest "best case estimate" based on THFR's initial review of the premises. It is

expressly understood by Customer, that once the work has begun, THFR may find that additional work — over and above what was thought to be needed — may be required to achieve Customer's goal or meet generally accepted standards. This means there may be additional unforeseen costs and time needed to accomplish the job. Customer will be notified in advance of any such change(s) in order to approve the extra work in writing before it is done or agree to accept the finished work "as is" per the original signed contract.

NO DAMAGE FOR DELAY: It is further expressly acknowledged, understood and agreed to by the parties to this Agreement, that THFR does not have direct control of its contractors, vendors, or suppliers. Thus, THFR cannot be held liable under any theory of law, equitable or legal, for the unjustified failure or inability of THFR's contractors, vendors, or suppliers to produce goods or deliver services that are of the commercial quality, nature, specification and purpose required by Customer under this Agreement and/or for any delay, unreasonable or otherwise, directly attributable to the action or inaction of the aforementioned, or the Customer. If THFR is delayed at any time in the progress of the Work by any act or neglect of Customer, or by any of its contractors, vendors, or suppliers, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of THFR, then the required completion date or duration set forth in the progress schedule shall be extended by the amount of time that THFR shall have been delayed thereby. To the fullest extent permitted by law, THFR shall not be held responsible for any loss or damage sustained by Customer, or additional costs incurred by Customer, through delay caused by Customer, or THFR's contractors, vendors, or suppliers, or by abnormal weather conditions, or by any other cause, and Customer agrees that the sole right and remedy therefore shall be an extension of time.

LIMITATIONS: Wood floors are not guaranteed to be "perfect" due to natural imperfections found in wood. The process of wood floor refinishing is not perfect and therefore the end result will not be perfect. Customer acknowledges their current floor is damaged and/or they wish to change the color of it, and that is why THFR has been consulted. Refinishing is an art that attempts to improve the look and/or change the color of the flooring. Top coats are not guaranteed to be free of all imperfections. All floors that are sanded and finished or re-finished, or on which top coats are applied, may contain work out dust, applicator particles, or other uncontrollable particulates since no job site is a controlled environment. Wood fill may or may not stay intact. We do not guarantee wood fill. Charges for the purchase of wood and other job materials are paid for from the initial deposit and are therefore non-refundable. This bid does not include the moving of furniture, doors, appliances, etc. unless specified above. Engineered Flooring: Burn-through may occur when THFR is hired to refinish engineered flooring. THFR is not responsible if this should occur and Customer has been advised that this may happen.

STAIN COLOR SELECTION: If Customer does not like or approve of the stain color selected and approved by Customer after it has been laid and a request to change the stain color is made by Customer, there will be a charge for THFR to re-sand and re-stain the floor again at the original price quoted.

WORK SITE CONDITIONS: Proper conditions for best results require no contamination between coats so that product may dry. THFR has no control over the drying time of stains and finishes. There may be a charge for work that has to be re-done due to Customer, other Customer-hired contractor/agent, unforeseen subfloor, or environmental and/or pest contamination.

SCHEDULING: THFR will try to schedule specific consecutive date ranges to perform Customer's job. THFR will notify and confirm those dates with Customer before work begins. If changes to the work schedule are made by Customer or Customer's agent and not communicated to THFR Contractor, there will be a \$100 charge for each trip THFR Contractor makes to the job site where the above stated work cannot be accomplished. THFR will make reasonable efforts to re-adjust the work schedule to accommodate Customer changes, but can only do so as THFR's work schedule permits.

PRECISE DATE SCHEDULING: Customer may be offered and may choose to pay a separate, specific deposit upfront to secure a precise start date on THFR's work schedule. This is typically done in cases where Customer's initial 50% deposit has not yet been received by THFR. However, if Customer cancels that start date less than 48 hours beforehand, Customer will forfeit those particular deposit funds.

BASEBOARDS/QUARTER ROUND: When applicable, THFR will tape baseboards and quarter round trim areas prior to doing work, and will remove all tape once work is completed, but paint touch-ups and repairs to the baseboards and quarter round trim will be Customer's responsibility unless specifically addressed above. THE REMOVAL AND REPLACEMENT OF QUARTER ROUND IS NOT INCLUDED IN THIS BID. There will be extra charges for detail work involving quarter round based on linear footage and type (plastic, MDF, wood/pine, hardwood/type). THE REQUESTS FOR THIS DETAIL WORK MUST BE MADE PRIOR TO THE START OF WORK.

TOUCH-UPS: Refinishing touch-ups are not to be done until the job is completed, the finish has cured and final payment has been received. The first touch-up work will typically yield the best results. Multiple rounds of touch-ups are not recommended. This contract includes one follow-up service visit within thirty (30) days of job completion to do any minor touch-ups at no additional cost. There will be a \$150 charge for each additional trip requested within the first ninety (90) days. After that, any additional work will incur a cost determined by THFR Contractor. All follow-up service will be done as THFR's schedule permits.

NO RESPONSIBILITY FOR WORK OF OTHERS: THFR is not responsible for any work done by any other company, contractor, or individual not under its express and exclusive control and supervision, as set forth in the Contract or Exhibit hereto. Any contact by Customer with another flooring company while project is under contract with THFR shall be an express breach of this Contract. Should any other company, contractor, or individual not under THFR's express and exclusive control and supervision, as set forth in the Contract or Exhibit hereto, enter the Property while the scope of work herein is being performed, such action shall constitute a material breach of this Contract. As a result of such a breach, Customer agrees that the entire balance under this Contract shall become immediately due and owing in full to THFR, and payment shall be made upon demand either in cash or certified funds.

PAYMENT: If payment is not made when due from Customer, THFR may suspend work on the job until such time as all payments due have been made, and such cessation of work shall not be a breach of this Contract. Any work stoppage under this provision shall continue pending further payment or resolution of any dispute. A failure to make payment for a period in excess of ten (10) days from the due date, shall be deemed a material breach of this Contract. THFR reserves the right to place all liens upon the property allowed under Florida law.

Additionally, THFR reserves the right to charge and collect from Customer an additional \$500 in administrative fees per month for final payments that are received later than 30 days past the date of THFR's work completion.

STOP ORDER ON FINAL PAYMENT: Customer agrees to not issue a stop order on any payments made to THFR without first providing THFR with a written explanation for their dissatisfaction and giving THFR five (5) business days to rectify the situation. Unless this provision is followed, Customer has no right to issue a stop order on their payment and THFR shall not be concluded from following legal action civilly or criminally for a worthless check or credit card payment garnishment or denial.

CHARGE FOR RETURNED CHECKS: If THFR receives notice from its bank that a payment check has been returned unpaid, the Customer will be informed and will have five (5) business days to provide THFR with a replacement payment in the form of cash (U.S. currency) or bank cashier's check PLUS an added fee of \$50 to compensate for the additional bank fees that THFR incurred. If final payment is not received within that time frame, THFR shall not be concluded from following legal action civilly or criminally for a worthless check or credit card payment garnishment or denial.

THFR'S LIEN RIGHTS: Florida law provides that a contractor, subcontractor or material supplier ("lienor") who provides labor, work, or materials for the improvement of private real property located within Florida has a lien on that property for the value of the materials, labor, or work provided. See, Fla. Stats. § 713.02 and § 713.06. THFR reserves the right to place all liens upon the property allowed under Florida law. In such cases, Customer specifically acknowledges that he/she has entered into a "one on one" direct contractual relationship with THFR. In furtherance of THFR's lien rights and pursuant to the related statutory requirements of Florida law, the following written notice is provided to Customer: "ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED, YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY."

WARRANTY AND DISCLAIMER: THE ONLY WARRANTIES THAT HAVE BEEN AGREED TO BY THE PARTIES AND PROVIDED BY THFR ARE CONTAINED IN THIS AGREEMENT IN RELATION TO PROVIDING WORK IN A "PROFESSIONAL WORKMAN-LIKE MANNER" AS DESCRIBED IN THE SECTION ABOVE ENTITLED: "SCOPE OF SERVICES AND STANDARD OF WORK". EXCEPT FOR THIS IDENTIFIED WARRANTY, WHICH IS LIMITED IN DURATION TO ONE (1) YEAR FROM THE DATE OF ACTUAL COMPLETION OR TERMINATION OF THIS AGREEMENT, NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, REPRESENTATIONS, UNDERSTANDINGS, GUARANTIES OR PROMISES HAVE BEEN MADE TO OR RELIED UPON BY CUSTOMER IN MAKING THE DETERMINATION TO ENTER INTO THIS AGREEMENT AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND HABITABILITY, AND ALL WARRANTIES IMPOSED BY STATUTE (EXCEPT TO THE EXTENT THEY CANNOT BE DISCLAIMED) ARE DISCLAIMED. NO WARRANTIES OR GUARANTIES ARE GIVEN AS TO ANY CONSUMER PRODUCTS USED BY THFR AS SUCH PRODUCTS ARE DEFINED IN 15 U.S.C., §2301 ET SEQ. (THE MAGNUSON-MOSS WARRANTY ACT). THFR HAS NOT GIVEN AND CUSTOMER HAS NOT RELIED ON OR BARGAINED FOR ANY OTHER WARRANTY OR GUARANTEE. IN NO EVENT SHALL THFR BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) BASES ON ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY, ORDINARY NEGLIGENCE, UNIFORM COMMERCIAL CODE (UCC), OR OTHERWISE. THE REPRESENTATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE AGREEMENT.

VENUE, CHOICE OF LAW AND WAIVER OF JURY TRIAL: Customer hereby agrees and stipulates that this Contract and all terms and attachments hereto shall be construed and governed by the internal laws of the State of Florida and the exclusive venue for any proceeding arising out of or related to this Contract shall be in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County Florida, which presides in Tampa, Florida and if such court does not have jurisdiction, than an appropriate court within Hillsborough County Florida, sitting in Tampa, Florida. The parties to this Contract hereby waive any objection to such venue, including forum non conveniens. The parties to the Contract further hereby expressly and knowingly make a voluntary waiver of any and all demands or claims for a trial by jury in any action arising out of or in any way associated with any claim under or related to this Contract, its Exhibits, Amendments or terms.

MONETARY DAMAGE AWARD LIMITATIONS: In no event shall a Party be liable to the other Party for special, consequential, punitive, incidental, indirect, or exemplary damages under any theory of liability whatsoever. To the fullest extent permitted under law, damages recoverable by either Party shall be expressly limited to the agreed upon contract price with proper offsets and credits made for actual work and services performed.

ATTORNEY'S FEES AND COSTS: In the event of the occurrence of any Disputed Issue(s) arising from, or related to, or in connection with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs.

NO WAIVER: The failure of any party hereto to insist upon the strict performance of this Contract or any of the terms, covenants, representations or conditions hereof, shall not be deemed a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach in respect of any such terms, covenants, representations and conditions.

SEVERABILITY: In the event that any of the terms, conditions or covenants of this Agreement are held to be unenforceable or invalid by any appointed arbitrator, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and effect shall be given to the remaining provisions.

MISCELLANEOUS PROVISIONS: The failure of any party hereto to insist upon the strict performance of this Contract or any of the terms, covenants, representations or conditions hereof, shall not be deemed a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach in respect of any such terms, covenants, representations and conditions.

In the event any provision of this Contract, or the application of any such provision, shall be held by a tribunal of competent jurisdiction to be for any reason void, unenforceable, invalid or contrary to law, then the remaining provisions of this Contract shall remain in full force and effect. Any provision held void, unenforceable, invalid or contrary to law shall be enforced to the greatest extent possible under law.

In the event of any claim or dispute arising out of this Contract, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs.

The masculine, feminine or neuter gender, wherever used herein, shall be deemed to include the masculine, feminine and neuter whenever and wherever applicable herein. Whenever the singular is used, it shall be deemed to include the plural whenever and wherever applicable herein. Which party prepared this Contract shall have no bearing on its construction. The term "including" as used herein shall mean "including, without limitation", and shall not be limiting.

The headings in this Contract are for convenience only and in no way define, limit, extend or interpret the scope of this Contract or any particular provision.

COMPLETE AGREEMENT: Any and all agreements between Customer and THFR related to the specified work are incorporated in this Contract and attached Exhibit governing the scope of work. The parties expressly agree and stipulate that this Contract and associated Exhibits constitute the full, final and complete agreement between the parties and any modification to the Contract or Exhibit governing the scope of work shall be in writing and executed by all parties. The parties further agree that any prior or superseding agreement, whether verbal or in writing, is hereby extinguished and rendered void by this Contract and all of its provisions.

I have read all pages of this "Work Order Contract" and agree to the terms and conditions contained therein. The price, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. By signing, I agree to the terms and conditions of this Work Order Contract.

Signature: _____ Date: _____

This Work Order Contract must be signed prior to the first scheduled work date. This proposal may be withdrawn by Tampa Hardwood Floor Refinishing if not accepted within sixty (60) days.



**Estimator:**

Don Brammeier
 (941) 716-4165
 dbrammeier@footprintsfloors.com

Client Info:

Cori Howell
 6919 26th St W
 Bradenton, FL 34207
 (941) 447-6377

Quote #1301

Created on: May 2, 2024

Why Footprints Floors?

*Superior customer service, project management and high quality craftsmanship

*We operate our business with high integrity and values

*Excellent reputation

*10+ years in business

*1 Year craftsmanship warranty

* A+ rating with BBB

*4.6/5.0 rating on Home Advisor with over 500 customer reviews! *<http://www.footprintsfloors.com> (<http://www.footprintsfloors.com/>) *Read about us, check out our gallery, etc. *Instagram - footprintsfloors | See jobs that are happening in real-time. *References available upon request!

*This estimate is good for 30 days from date of estimate.

*50% deposit is due before work commences and final payment is due upon substantial completion of work less a proportionate amount for any pending items.

*Credit card payments will be assessed an additional 3.5% convenience fee.

*We limit credit card payments to a \$3,000 maximum per project.

*Project lengths are an estimate not guarantee of completion. Project length does not include any repairs, touch-ups or warranty.

*Baseboards and molding calculated at 1/3 of total square footage.

*Baseboards, quarter round and stair stringers may require some touch up paint by homeowner following new installations and refinishes.

*Even though we use dust mitigation systems, there will be a light layer of dust that customer will need to clean up when we are done.

*As discussed, subfloor conditions cannot be fully evaluated until the old flooring is removed. It is not uncommon for subfloors to require leveling and/or remediation work prior to new floor installation. Any necessary remediation or subfloor work is not included in this proposal. If we self level or grind you would be looking at \$140/per bag of leveler (labor plus material) and/or \$130 per hour for sanding and/or grinding. We would assess day one or two of the project. Subfloors need to have no more than 3/16" height change over 10 linear feet and seams/joints need to be flat so that the floor doesn't deflect, bounce, move, etc. when walked on and ultimately come apart; however, it is not uncommon for floating floors to have some reasonable (within tolerance) amount of movement.

*Additional trips due to customer supplied material shortage, lack of access or other customer oversight subject to \$125/hr. trip charge + \$25 per person (1 hr. minimum)



Quote #1301
Created on: May 2, 2024

Area Description	Bid Type	Area Comments Issues / Concerns	Total
Dining Hall & Board Room	Site Finished		

Line Item	Description
Miscellaneous work	Demo damaged boards and lace in new hardwood flooring Demo 5'x5' area of flooring near storage room - replace flooring support - lace in new hardwood flooring Replace termite damaged hardwood flooring New hardwood is 3/4" thick as compared to the existing which is approximately 5/8" thick. This will require additional sanding to ensure a smooth lace in Epoxy storage room transition
Water commercial - 2 coats	Sand, fill, seal, and finish 4315 sq ft with 4 coats commercial water base finish. Refinish will require extra sanding due to years of heavy traffic and abrasions.
Materials	2 1/2" red oak hardwood flooring

Labor Subtotal:	\$38,233.75
Material Subtotal:	\$755.00
Bid Subtotal:	\$38,988.75



Quote #1301
Created on: May 2, 2024

Area Description	Bid Type	Area Comments Issues / Concerns	Total
Office	Site Finished		

Line Item	Description
Water commercial - 2 coats	Sand, fill, seal, and finish 410 sq ft with 4 coats commercial water base finish.

Notes :

- 25% deposit secure project start date
- 25% progress payment due at start of project
- 50% due at project completion
- All materials are included in this estimate

Labor Subtotal:	\$2,972.50
Bid Subtotal:	\$2,972.50



Quote #1301
Created on: May 2, 2024

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Quote Subtotal:	\$41,961.25
<hr/>	
Grand Total:	\$41,961.25

Payment Schedule

Deposit 25%	\$10,490.31
Final	\$31,470.94

TERMS AND CONDITIONS

1. COLOR CHANGES. The Owner must choose all stain colors before any work is done. If a color change is requested after the work begins, Owner will be charged on a time and materials basis, plus a standard 30% markup for overhead and profit.

2. CONTRACT. When signed by all parties, this Proposal becomes the contract between them. Client(s) agree that the deposit is non-refundable once the materials have been ordered, and that returned materials are subject to a minimum 20% restocking charge. Client(s) approve and accept the prices, specifications and conditions stated herein. BrammFam, Inc is authorized to do the work as specified herein. In the event that full payment is not made upon completion, BrammFam, Inc will charge interest at 1.5% per month until paid and may record a mechanics' lien under Florida law. In the event of legal proceedings (arbitration in accordance with Paragraph 5 below) over any dispute concerning the terms or performance of this contract, the prevailing party shall be entitled to recover their costs and expenses, including reasonable attorneys' fees.

3. HIDDEN CONDITIONS. If, after beginning work, defects or other unforeseen conditions are discovered which could not reasonably have been discovered by BrammFam, Inc upon first inspection (e.g., invisible defects, hazardous materials, etc.), Owner will be charged on a time and materials basis plus a standard 30% markup for overhead and profit on the additional costs incurred as a result of such conditions.

4. HUMIDITY. Changes in relative humidity will change the size and appearance of wood. BrammFam, Inc shall not be held liable for changes in wood related to relative humidity. BrammFam, Inc recommends that Owner humidify or dehumidify the interior of the premises to maintain a relative humidity level between 30% and 50% and temperature range of 60 to 80 degrees Fahrenheit.

5. DISPUTE RESOLUTION. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If the parties do not settle their dispute in mediation, then any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Attorneys' fees and costs to be awarded to the prevailing party. Arbitration to be held at the AAA's Offices closest to BrammFam, Inc's local office.

6. HAZARDOUS MATERIALS. Owner shall disclose any knowledge of hazardous materials (as defined by law) known or suspected. Should hazardous materials be disclosed or discovered after this agreement is signed, then BrammFam, Inc, at its sole option, may terminate this agreement and Owner agrees to pay for all labor or materials expended or required emergency measures, plus 30% overhead and profit.

7. OTHER TERMS AND CONDITIONS.

7.1 BrammFam, Inc shall not be held liable for any damages to the interior or exterior of the premises on which the work is performed or damage to any contents therein.

7.2 Should it become necessary for the BrammFam, Inc remove and/or install any antennas, cooling or heating appliances or other equipment, Owner understands that BrammFam, Inc does not assume any responsibility for the performance of said equipment, whether or not such performance problems are the result of the negligent acts or omissions of the BrammFam, Inc or its employees, whether or not any additional charge is made.

7.3 BrammFam, Inc does not assume in its Proposal any responsibility for correction of preexisting code violations or the repair of any existing defects.

7.4 In the event of Owner's failure to make payment as provided herein (i.e., payment in full is due upon BrammFam, Inc's completion of the work to be performed hereunder, unless otherwise agreed in writing), the entire unpaid balance, including all applicable taxes, shall become immediately due and payable and shall bear interest at the rate set of one-and-one half percent (1.5%) per month until paid in full, or the maximum legal rate under applicable law, whichever is less.

7.5 The Owner hereby releases and agrees to defend and hold BrammFam, Inc, its directors, owners, officers, agents and employees, harmless from any liability resulting from or due to the insufficient strength or existing structure of Owner's residence/building to bear weight, and from the results of any subsequent structural fault, except to the extent that such structural fault is caused by or is solely attributable to BrammFam, Inc's gross negligence.

7.6 The headings contained in this are for the convenience of the Parties only and shall not be used in the interpretations of any provision hereof.

7.7 This agreement constitutes the entire agreement between the Parties, and supersedes all Proposals or prior agreements, oral or written, and all other communications between the Parties relating to the subject matter of this agreement.

7.8 Any alterations or deviation from the specifications involving extra costs or any provision of this agreement will be effective only upon the execution of a written agreement signed by both Parties and will become an extra charge over and above the Proposal estimate.

7.9 BrammFam, Inc will not be liable to Owner for non-performance or delays due to strikes, riots, civil insurrections, epidemics, pandemics, and severe weather conditions and other Acts of God or conditions beyond BrammFam, Inc's reasonable control. Owner is to carry fire, tornado and other necessary insurance upon the above work.

7.10 BrammFam, Inc reserves the right to withdraw this Proposal at any time prior to starting the project, without any liability to BrammFam, Inc.

7.11 BrammFam, Inc proposes to perform the work in accordance with the specifications submitted and completed in a workmanlike manner according to standard practices.

I understand this is a legal representation of my signature signifying that I Cori Howell accept this Proposal.

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: Dock Cart Meeting Date: 05/29/2024

Type of Meeting: _____ Workshop _____ Board Meeting X

Motion: _____ Discussion: X (check one)

Rationale for Request: _____
Discuss purchasing a dock cart for center dock of marina

Estimated Costs to District: (if applicable)

Estimate \$300-\$550

Attachments/Supporting documents: None: _____

Images of example

Board Trustee: 

Date: 05/14/2024

Print Name: Cori Howell

Received By: 

Date: 5/14/24

Description

Transport your gear from the car to the boat the easy way with this large capacity cart.

The Dock Pro™ Dock Cart features a seven cubic foot (47"L x 23"W x 13"D) heavy-duty, roto molded polyethylene tub that will not rust or rot.

Pneumatic tires are fitted to Model 6867584 and solid rubber tires to Model 436768. Both feature heavy-duty, 20" plastic rims with roller bearings that will stand up well to the marine environment.

Black, powder-coated, corrosion-resistant hardware used throughout. Zinc-coated corrosion resistant hardware used throughout. 300 pound capacity.

Specifications

- **Material:** Roto-molded polyethylene tub. Zinc coated corrosion resistant hardware
- **Maximum Load Capacity:** 300lb.
- **Cargo Area:** 7 cu. ft.
- **Wheel Type/Size:** 20" plastic rimmed wheels, roller bearings
- **Tub Dimensions:** 47"L x 23"W x 13"D
- **Warranty:** One Year

Specifications

Capacity	300 Pounds, 7 Cubic Feet
Dimensions	27" Width x 12" Height x 46 3/4" Length
Type	20" Solid Tires



TAYLOR MADE


Dock Pro Dock Carts

★★★★☆ (4.4) 13 Reviews


Model # 436768 | Mfg # 1060

\$417.99

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