

Agenda
Bayshore Gardens Park & Recreation District
Board of Trustee Work Session
Wednesday; April 13, 2022 @ 7:00 P.M.

1. Roll Call
2. Call to Order
3. Pledge to Flag
4. Trustee Committee Reports:
 - Budget & Finance (Terry) - Annual Budget 2022-2023 Fiscal Year
 - Budget & Finance (Terry) - Additional Items Discussed (If Any)
 - Marina (Morris) - Dock Boxes
 - Marina (Morris) - Electrical
 - Marina (Morris) - Trailer Spaces
 - Marina (Morris) - Parking Spaces (stoppers)
 - Marina (Morris) - Emergency Access to Center Gate
 - Marina (Morris) - Additional Items Discussed (If Any)
 - Recreation (Jeanne) - Volleyball Season 2 Update
 - Recreation (Jeanne) - Brainstorm Ideas for Youth - T-Ball, Soccer, Softball, Etc.
 - Recreation (Jeanne) - Brainstorm for a Summer Family Games
 - Recreation (Jeanne) - Swim Team Update
 - Recreation (Jeanne) - Additional Items Discussed (If Any)
 - Policy & Procedure (Melanie) - Marina Vessel Slip Deposit Contract - 1005SSDC
 - Policy & Procedure (Melanie) - Marina Boat Slip Agreement - 1005C
 - Policy & Procedure (Melanie) - Review Legal Opinion for Swimming Pool Project
 - Policy & Procedure (Melanie) - Additional Items Discussed (If Any)
5. Additional Items as Needed

(Resident comments agenda item 3 minutes)
6. 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.

SUMMARY

INCOME

Projected Income	\$504,652.00
Rental Income	\$142,250.00
Interest Income	\$0.00

TOTAL INCOME	\$646,902.00
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TOTAL INCOME & RESERVES	\$682,373.86
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EXPENSE

Wages / 5100	\$289,600.00
Marina Expense / 5200	\$0.00
Security / 5300	\$5,000.00
Utilities / 5400	\$38,320.00
Buliding & Grounds / 5500	\$101,930.00
Other Admin / 5600	\$58,550.00
Insurance / 5630	\$57,000.00
Publication / 5700	\$7,000.00
Recreation / 5800	\$5,000.00

TOTAL OPORATING EXPENSE	\$562,400.00
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CAPITAL OUTLAY

Walking Trail	\$10,000.00
Basketball Court	\$69,502.00
Marina Bathroom	\$5,000.00

TOTAL CAPITAL OUTLAY	\$84,502.00
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TOTAL EXPENSES	\$646,902.00
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TOTAL EXPENSES & RESERVES	\$682,373.86
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PROPOSED BUDGET WORKSHEET 2022/2023

ASSESSMENT PER PROPERTY \$377.00

BREAKDOWN

INCOME

Property Tax	\$520,260.00
Less Commission Fees	(\$15,608.00)
Total Assessment	\$504,652.00
Screen Porch	\$800.00
Hall	\$17,000.00
Small Boat	\$1,000.00
Trailer Spaces	\$3,000.00
Marina	\$110,000.00
Fobs	\$6,000.00
Office Service	\$50.00
Interest	\$0.00
Non-Res. Ramp	\$4,400.00

TOTAL INCOME	\$646,902.00
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EXPENSE WAGES / 5100

5120 Wages Admin.	\$55,000.00
5130 Wages Maint.	\$130,000.00
5132 Dockmaster	\$9,000.00
5135 Wages Pool	\$54,000.00
5210 FICA	\$20,000.00
5170 Health Insurance	\$7,000.00
5215 Unemployment Tax	\$600.00
6080 Travel Expense	\$500.00
5610 Accountant Fees	\$13,500.00

TOTAL AD EXP	\$289,600.00
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MARINA / 5200

Marina	
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MARINA TOTAL	\$0.00
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SECURITY / 5300

5311 Camera Repairs	\$5,000.00
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SECURITY TOTAL	\$5,000.00
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UTILITIES / 5400

5410 Electric	\$16,500.00
5420 Water / Sewer	\$17,200.00
5430 Telephone	\$3,000.00
5440 Propane	\$120.00
Spectrum	\$1,500.00

UTILITIES TOTAL	\$38,320.00
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BUILDING & GROUNDS / 5500

5511 Professional Cont.	\$8,800.00
5512 Rep Maintenance Supplies	\$8,100.00
5515 Janitorial Supplies	\$3,000.00
5516 Gasoline	\$800.00
5520 Maintenance Equipment	\$3,000.00
5530 Pest Control	\$1,000.00
5560 Landscap	\$23,000.00
5580 Pool Maintenance	\$5,000.00
5585 Pool Repairs	\$5,000.00
5590 Pool Chemicals	\$25,000.00
5683 Certification Reimb	\$500.00
EPA / Water	\$1,230.00
Playground	\$2,500.00
Builing Maintenance	\$15,000.00

BUILDING & GROUNDS TOTAL	\$101,930.00
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OTHER ADMINISTRATION

5519 Lease Equipment	\$2,200.00
5650 Postage	\$750.00
5660 Legal Fees	\$10,000.00
5665 Seminars	\$1,000.00
5670 Office Supplies	\$9,000.00
5680 Audit Fees	\$14,000.00
5682 Org. Fees	\$1,500.00
5686 Website Maintenance	\$1,200.00
5690 Advertising	\$700.00
6020 Bank Fees	\$12,000.00
Property Taxes	\$6,200.00
6040 Elections	\$0.00

OTHER ADMINISTRATION TOTAL	\$58,550.00
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INSURANCE / 5630

5631 Liability	\$10,000.00
5632 Work Comp.	\$14,000.00
5633 Auto	\$250.00
5634 Property	\$32,750.00

INSURANCE TOTAL	\$57,000.00
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PUBLICATION / 5700

5711 Banner Comp	\$4,500.00
5750 Banner Supplies	\$2,500.00

PUBLICATION TOTAL	\$7,000.00
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DISTRICT REC. / 5800

Recreation	\$5,000.00
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DISTRICT REC. TOTAL	\$5,000.00
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TOTAL OPERATING EXPENSE	\$562,400.00
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CAPITAL OUTLAY

Walking Trail	\$10,000.00
Basketball Court	\$69,502.00
Marina Bathroom	\$5,000.00

CAPITAL OUTLAY TOTAL	\$84,502.00
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TOTAL EXPENSES	\$646,902.00
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RESERVE FUNDS

Marina	\$20,000.00
Pool / Shower / ADA	\$0.00
Pool Repairs	\$0.00
Screen Room	\$15,471.86
Roofing	\$0.00

RESERVE FUNDS TOTAL	\$35,471.86
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TOTAL EXPENSES & RESERVES	\$682,373.86
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SUMMARY

INCOME

Projected Income	\$531,424.00
Rental Income	\$142,250.00
Interest Income	\$0.00

TOTAL INCOME	\$673,674.00
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TOTAL INCOME & RESERVES	\$709,145.86
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EXPENSE

Wages / 5100	\$289,600.00
Marina Expense / 5200	\$0.00
Security / 5300	\$5,000.00
Utilities / 5400	\$38,320.00
Buliding & Grounds / 5500	\$101,930.00
Other Admin / 5600	\$58,550.00
Insurance / 5630	\$57,000.00
Publication / 5700	\$7,000.00
Recreation / 5800	\$5,000.00

TOTAL OPORATING EXPENSE	\$562,400.00
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CAPITAL OUTLAY

Walking Trail	\$10,000.00
Basketball Court	\$69,502.00
Marina Bathroom	\$5,000.00
ADA Poll Bathroom	\$26,772.00

TOTAL CAPITAL OUTLAY	\$111,274.00
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TOTAL EXPENSES	\$673,674.00
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TOTAL EXPENSES & RESERVES	\$709,145.86
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PROPOSED BUDGET WORKSHEET 2022/2023

ASSESSMENT PER PROPERTY \$397.00

BREAKDOWN

INCOME

Property Tax	\$547,860.00
Less Commission Fees	(\$16,436.00)
Total Assessment	\$531,424.00
Screen Porch	\$800.00
Hall	\$17,000.00
Small Boat	\$1,000.00
Trailer Spaces	\$3,000.00
Marina	\$110,000.00
Fobs	\$6,000.00
Office Service	\$50.00
Interest	\$0.00
Non-Res. Ramp	\$4,400.00

TOTAL INCOME	\$673,674.00
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EXPENSE WAGES / 5100

5120 Wages Admin.	\$55,000.00
5130 Wages Maint.	\$130,000.00
5132 Dockmaster	\$9,000.00
5135 Wages Pool	\$54,000.00
5210 FICA	\$20,000.00
5170 Health Insurance	\$7,000.00
5215 Unemployment Tax	\$600.00
6080 Travel Expense	\$500.00
5610 Accountant Fees	\$13,500.00

TOTAL AD EXP	\$289,600.00
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MARINA / 5200

Marina	
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MARINA TOTAL	\$0.00
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SECURITY / 5300

5311 Camera Repairs	\$5,000.00
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SECURITY TOTAL	\$5,000.00
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UTILITIES / 5400

5410 Electric	\$16,500.00
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EPA / Water	\$1,230.00
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BUILDING & GROUNDS TOTAL	\$101,930.00
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5690 Advertising	\$700.00
6020 Bank Fees	\$12,000.00
Property Taxes	\$6,200.00
6040 Elections	\$0.00

OTHER ADMINISTRATION TOTAL	\$58,550.00
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INSURANCE / 5630

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5632 Work Comp.	\$14,000.00
5633 Auto	\$250.00
5634 Property	\$32,750.00

INSURANCE TOTAL	\$57,000.00
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PUBLICATION / 5700

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PUBLICATION TOTAL	\$7,000.00
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DISTRICT REC. / 5800

Recreation	\$5,000.00
DISTRICT REC. TOTAL	\$5,000.00

TOTAL OPERATING EXPENSE	\$562,400.00
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CAPITAL OUTLAY

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Basketball Court	\$69,502.00
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CAPITAL OUTLAY TOTAL	\$111,274.00
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TOTAL EXPENSES	\$673,674.00
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RESERVE FUNDS

Marina	\$20,000.00
Pool / Shower / ADA	\$0.00
Pool Repairs	\$0.00
Screen Room	\$15,471.86
Roofing	\$0.00

RESERVE FUNDS TOTAL	\$35,471.86
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TOTAL EXPENSES & RESERVES	\$709,145.86
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BAYSHORE GARDENS PARK AND RECREATION DISTRICT
MARINA VESSEL SLIP DEPOSIT CONTRACT

1005SDC

DATE: _____

DEPOSIT PAID \$ _____

I/We _____ commit to leasing a marina vessel slip from Bayshore Gardens Park and Recreation District when a slip is available that will accommodate my vessel. I understand that this contract is nonrefundable after September 1, _____ if I do not rent the slip offered. This contract expires on September 30, _____. If a slip is not available my deposit will be refunded. *Marina contract must be completed by September 15, _____.*

Boat length _____ x # of Months _____ X rate _____ \$ _____
Any portion of a foot calculated to next foot. (See rate schedule)

Less Deposit: Resident: \$250.00 \$ _____
(Deposit to be applied to vessel contract when contract executed)

CONTRACT TOTAL: \$ _____

Balance Due When Slip Becomes Available: \$ _____

Lessee Name: _____ Email: _____

Local Street Address: _____ City: _____ State: _____ Zip Code: _____

Home Phone: () _____ Cell: () _____

Out of State Address: _____

When a space is available suitable for your vessel we will call or email you. Please specify your choice for contact. Phone: _____ Email: _____. You will have 7 days from notification a slip is available to execute a slip contract. When you come to the office to complete your contract make sure you have your registration and proof of insurance for your vessel and tow vehicle/s.

Lessee Signature

Date

District Representative

Date

Approved: _____
Effective: _____
Revised: _____

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
MARINA VESSEL SLIP CONTRACT

1005 C

VESSEL SLIP #: _____ BOAT STICKER: Y__ N__ TOTAL CONTRACT FEE \$ _____
TRAILER SPACE #: _____ FOB #: _____ FOB #: _____ FOB #: _____
DECAL #: _____ DECAL #: _____ DECAL #: _____

Boat length _____ x Number of Months _____ x Rate _____ = \$ _____
Any portion of a foot calculated to next foot. (See rate schedule)

ADDITIONAL FOB(S): \$ _____
Sales Tax: \$ _____
Deposit \$250.00 Resident: \$ _____
Deposit \$500.00 Non- Residents: \$ _____

CONTRACT TOTAL: \$ _____

Lessee Name: _____ Email: _____

Lessee Name: _____ Email: _____

Lessee Name: _____ Email: _____

Local Street Address: _____ City: _____ State: _____ Zip Code: _____

Home Phone: () _____ Cell: () _____

Out of State Address: _____

Months at Out of State Address: _____ to _____

Boat Name: _____ Boat Description: _____

Make/Model: _____ Length: _____ ft. Mfg. Year: _____

Vessel Type: ___ Houseboat/Cruiser ___ Runabout ___ Pontoon ___ Sail

Registration State/No.: _____ Proof of Ownership Attached: Yes: ___ No: ___

Proof of \$100,000.00 Vessel Liability Insurance Attached: Yes: ___ No: ___

Each slip lessee is entitled to one Gate FOB, an additional FOB may be purchased for spouse and one for designees' use in an emergency. Lessee designates _____ to use Lessee's FOB to secure the vessel in Lessee's slip. Designee phone #: _____

The term of this lease shall be for the period commencing _____, _____ and ending on September 30, _____, with all payment due upon lease signing. Thereafter any renewals shall be for a period of 12 months commencing October 1st and ending September 30th. Resident shall have an annual lease, but may select a biannual payment. Lease entered into after Oct 1 will run from _____ to September 30, _____. The total number of month's _____ X rate _____ for a total of _____. Renewal will occur on Oct 1st _____.

Bayshore Gardens Park and Recreation District hereafter known as the District, does hereby enter into a contract with the undersigned vessel owner, hereinafter called "Lessee" one space for each boat as described below and said space shall be assigned by Dockmaster at his/her discretion, subject to such rules and regulations as are a part of this agreement. It is understood by the Lessee that District residents have priority consideration over Owner Non-Resident and Owner Non-Resident will have priority for space to a Non-Resident. Should a District owner require a slip leased to a Non-Resident, the Non-resident will be required to leave their leased space at the end of their rental term. District will make every effort to relocate the Lessee. Vessels are subject to be relocated for Residents and Non-Residents to another slip at the discretion of the Dockmaster.

Vacating Slip Under Contract

Non-Resident slip holder including Owner Non-Resident will not receive a refund for surrendering their boat slip early, this is an annual contract. The security deposit will be refunded.

Resident slip holder contract may be prorated and a refund of the unused portion of the contract if the District Office receives notification in writing at least 30 days before expected removal. The proration would be based on the date of removal stated in the 30-day notice and the vessel is removed per the 30-day notice.

The Lessee agrees that he/she shall not sublet the Marina slip or to allow another vessel for any reason to occupy the Lessee's slip space.

Sale of Vessel must be submitted to the District office by the contract holder in writing within 10 days of the sale. The new owner must apply for slip space within 15 days of the purchase. The slip holder of record will be responsible for the slip until new contract is recorded in the District office.

Should a breach of this agreement occur, including a violation of rules/regulations or a failure to remit within 15 days of date of renewal date, a fine of \$100.00 shall be added to amount due. If the amount due is not received within 30 days of renewal date, the vessel will be removed at owner's expense and the lease shall be terminated. The account shall be forwarded to Districts' attorney for action pursuant to Section 328.17, Florida Statutes.

Slip fees shall be set by the Board of Trustees on an annual basis.

MARINA RULES AND REGULATIONS

Lessee agrees to comply with all laws of the State of Florida.

1. The vessel must be measured by the Dockmaster and assigned a slip. If it is found that the vessel does not fit properly in the assigned slip, the renter agrees to remove the vessel from the slip into another slip assigned by the Dockmaster (if another slip is available).
2. The vessel (bow or stern) may not stick out beyond the end of their slip. The vessel (bow or stern) must not come closer than 12 inches to the dock. Boats docked at seawalls, must face the seawall.
3. Stainless steel lag screws, 3/8" in diameter, 6.5" in length will be placed approximately 8 inches down on the piling by the District. Renter may affix swivel block pulleys to lag eye screw, and attach one end of pulley rope weight (concrete blocks are the only acceptable form of weight in District's marina) for boat mooring purposes. Renter will affix the pulley ropes and weight blocks at their own expense and maintenance.
4. Lessee are required (as a bare minimum) to utilize 6 dock lines: 2 fore, 2 aft and 2 Spring Lines - 1 front and 1 back. Dock lines must be maintained in good condition and must be replaced when they begin to show wear. Boats under 27' in length, must use at least 3/8" diameter dock lines. Boats 27' - 30' in length must use at least 1/2" dock lines. Dockmaster may require additional lines for safety. When departing, dock lines are to be placed on dock in a safe manner. No lines are to be left lying across walkways.

MARINA RULES AND REGULATIONS CONTINUED

5. Nothing can be constructed on the Pier without the written consent of the Board of Trustees.
6. Vessel must be maintained in operable condition.
7. Bayshore identification stickers will be issued and must be visible on the vessel.
8. While occupying or cruising in the marina area no garbage, refuse matter, sewage or waste material of any type may be thrown, discharged, deposited, or allowed to fall from any boat, car, or dock into the water or upon the docks, slips, spaces, or walkways. The slip area will be maintained neat and orderly at all times.
9. Vessels shall not be stored on trailer in Marina area at any time.
10. Lessee agrees that in case of emergency, the Lessee will move the vessel or cause it to be moved.
11. If an emergency occurs when a vessel is in distress, or is in danger of sinking, and/or causing harm to another vessel or the marina, an attempt to contact the owner will be made by the Dockmaster or District Office. If the Lessee cannot be reached or does not respond, the District may authorize measures to ensure the safety of Lessee's vessel and other vessels in the Marina. A minimum charge for the service will be \$100 for the first hour or any portion thereof: Additional charges may be incurred by Lessee. The District shall not be held responsible or liable for damages to the Lessee's boat.
12. Vessels must be operated in a safe manner at all times.
13. If you fuel in the Marina, you must use a proper gas can. Fuel with extreme caution and report all spills to the Dockmaster or District Office.
14. Air Conditioners may not be running unless someone is onboard the vessel.
15. Electrical supply must conform to current US Coast Guard regulations and/or applicable state and local electrical codes as may pertain to marinas. It is required that water be shut off when the boat is unoccupied. The power to the Marina will be shut off in the event of a storm.
16. No recreational swimming in the Marina.
17. No fishing allowed except in designated areas.
18. Only slip lessee and guests within ten feet of the docks.
19. No smoking or open fires within 50 feet of vessel fueling from approved containers.
20. Slip holder must notify District Office during normal business hours of any person(s) needing access without decal and gate key FOB.
21. No living on board any vessel.
22. No commercial use of any vessel in this marina.

The address of the lessee shown below shall be used for any required notice to a lessee/owner. It is the Lessee's responsibility to keep the contact information current.

Lessee shall present vessel registration at the time of Lease and upon renewal or as necessary to keep current registration on the vessel. Lessee must present proof of a minimum of \$100,000.00 vessel liability insurance at the time of the lease and maintain and provide a Certification of said insurance for the term of the lease and thereafter at each renewal.

PERSONAL INJURY & PROPERTY LOSS

The slip space is to be used at the sole risk of Lessee. Lessee including agents, heirs and assigns, hereby agrees to hold District harmless for any and all liability or damages for personal injury to himself or herself, family, employees, invitees, guests, and agents, arising out of, or in connection with the condition or use of the Lessee's boat, motor and accessories, or the use of the marina premises or facilities. The Lessee, for himself or herself, heirs or assigns, hereby releases, and agrees to indemnify and hold harmless the District from any and all liability for, or loss or damage to the above-described property or the contents thereof, due to fire, theft, collision, windstorm, accident, or like causes. District is not considered under this agreement as an insurer of the Lessee's property. The Lessee shall indemnify and hold harmless the District for any and all loss, injury, death, or damage caused by the leasing of the slip or use of the marina by Lessee or Lessee's guests. Lessee shall be responsible for such indemnity shall include District costs and expenses (including attorneys' fees). No warranty is made as to the condition of the District docks, walks or gangways, ramps, or other District equipment or facilities.

GOVERNING LAW: This lease is governed by the laws of the State of Florida and in the event of any dispute under this lease; venue shall be in the courts in and for Manatee County, Florida.

The Lessee of the boat described above hereby authorizes the District to proceed under Section 328.17, Florida Statutes, after termination or non-renewal of the lease.

All owners and parties on registration must sign this Agreement.

Lessee Signature: _____ Date: _____

Print Name: _____

Lessee Signature: _____ Date: _____

Print Name: _____

Lessee Signature: _____ Date: _____

Print Name: _____

Received By: _____ Date: _____

Date Approved: 8/21/18 *Sharon Denton*
Date Revised: 11/20/18 Revised: 6/18/19 Revised: 8/25/21 Revised: _____
Date Effective: 8/21/18 Retroactive To: 10/1/18