

**VERO BEACH RECREATION COMMISSION MEETING**  
**Tuesday, October 13, 2020 – 2:00 p.m.**  
**City Hall, Council Chambers, Vero Beach, Florida**

**AGENDA**

**1. CALL TO ORDER**

**2. APPROVAL OF MINUTES**

**A) September 8, 2020**

**3. PUBLIC COMMENT**

**4. NEW BUSINESS**

**A) Shark Bait International, Inc.; Proposal to Amend Contract – Mr. Scott Caviness**

**B) Three Corners Project**

**5. OLD BUSINESS**

**6. RECREATION DIRECTOR'S MATTERS**

**7. CHAIRMAN'S MATTERS**

**8. MEMBER'S MATTERS**

**A) Reading of the Recreation Commission's Mission Statement at Every Meeting – Mrs. Brooke Malone**

**B) Creating/Agreeing on Agenda Items for the Following Month's Meeting – Mrs. Brooke Malone**

**C) Smart Goals and Culture Design – Mrs. Brooke Malone**

**D) Continuing Education and Association Memberships – Mrs. Brooke Malone**

**E) Social Media Update and Outreach – Mrs. Brooke Malone**

**F) COVID Update and Plans – Mrs. Brooke Malone**

**G) Current Seats on the Recreation Commission – Mrs. Brooke Malone**

**H) National Recreation and Park Association – Mrs. Brooke Steinkamp**

**9. NEXT MEETING DATE**

**A) November 10, 2020**

**10. ADJOURNMENT**

This is a Public Meeting. Should any interested party seek to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Anyone who needs a special accommodation for this meeting may contact the Americans with Disabilities Act (ADA) Coordinator at 978-4920 at least 48 hours in advance of the meeting.

2-A)

**VERO BEACH RECREATION COMMISSION MINUTES**  
**Tuesday, September 8, 2020 – 2:00 p.m.**  
**City Hall, Council Chambers, Vero Beach, Florida**

**PRESENT:** Chairman, Richard Yemm; Vice Chairman, Brooke Malone (via zoom); Members: Sue Dinunno (via zoom), and Judy Jones **Also Present:** Recreation Director, James O’Connell; Assistant Recreation Director, Patty Howard; City Attorney, John Turner and Senior Administrative Assistant, Rita Hawkins

**Excused Absence:** James “Rock” Tonkel

**Unexcused Absence:** Greg Holtan

**1. CALL TO ORDER**

Chairman Yemm called today’s meeting to order at 2:06 p.m. and the Senior Administrative Assistant performed the roll call.

**2. APPROVAL OF MINUTES**

**A) March 10, 2020**

**Mrs. Malone made a motion to approve the minutes of the March 10, 2020 Recreation Commission meeting. Ms. Jones seconded the motion and it passed unanimously.**

**3. PUBLIC COMMENT**

Mrs. Laura Moss, City Councilwoman, said that it came to the attention of the City Council that the Recreation Commission has not been meeting. As a Councilwoman, she requested that the Recreation Commission meet, because she believes it is important especially at this point in time. She believes that the Recreation Commission is one (1) of the most important Commissions. With the Coronavirus, people are encouraged to be outdoors more than ever before, which puts an increased emphasis on the recreational facilities. The City Council, the community, and the Steering Committee are in the midst of discussing the Three Corners property. She would be interested in hearing what the Recreation Commission has to say about the property. Right now, the property is zoned for recreational purposes and a lot of it will be dedicated to recreational purposes no matter what plan they choose. She suggested that in the future it might be helpful for the Recreation Commission to make recommendations on upgrades to the recreational facilities during the budget session. She encouraged the Recreation Commission to feel free to make recommendations on facilities that need work or even the programs. She knows they have reviewed the rates in years gone by. The Commission can always make recommendations on the rates as well and they do not need to wait on a request from the City Council. There might be programs that the City does not currently offer but might be able to offer at little or no cost. She hears that the Recreation Commission does not have any agenda items to discuss, but if there has ever been a time to call on the City Council, this is the time. She said that she appreciates their service and welcomes their ideas.

Mr. Yemm asked Councilwoman Moss when was she elected to the City Council.

Councilwoman Moss replied that it was 2016.

Mr. Yemm explained that in 2013-2014 the City Council requested that the Recreation Commission conduct a vetting of the Three Corners property. He said over six (6) months to a year they held public meetings of which they submitted a written response to the City Council with their recommendations from the people who participated. He believes there is a breakdown in the communication between the City Council and the Recreation Commission as far as deferring subject matters to the Recreation Commission. They used to receive several items from the City Council to discuss, but that has slowed and decreased over the last four (4) years. The Commission has the ability to generate responses. With five (5) voting members and two (2) alternate members, they can observe places and the facilities around the City and they can bring up items that need to be addressed at the Recreation Commission meetings. The problem is that items are not put on the agenda in order to notify the public to help get feedback on solutions. They should not have meetings to bring up ideas and vote on them, because they need public input. It is one (1) thing to point out a problem, but it is another thing to be able to suggest a solution to go with it.

Councilwoman Moss said she does not know if there was a plan for the Three Corners back in 2013 and what the Recreation Commission was responding to.

Mr. Yemm replied that there was no plan.

Councilwoman Moss stated now they have several plans and she recommends that they look at them since it is zoned for recreational use and recreation is highlighted in all of them. If there is something they need to bring to the City Council she recommends that they contact the City Clerk, who will get it on the agenda or a City Council member can sponsor them. We all work together and she wants to hear what the Recreation Commission has to say. She will sponsor the Recreation Commission and have it as an agenda item and go over any of the areas she mentioned.

Mr. Yemm said the difficulty is taking the concept of an idea and putting it into action.

Mr. Yemm stated that they can put the Three Corners plans on the October agenda and that way it will be advertised to the public. There have been multiple meetings with the Steering Committee and the City Council, but now it is time for the Recreation Commission to collect ideas and refine the concept that they are trying to develop.

Mrs. Malone said she has been on the Recreation Commission for about a year and a half and they have dealt with a handful of mountains they had to climb. There is so much going on right now with the Three Corners property and the new Recreation Director might not know much about what has been discussed. She knows they have been making announcements for new members on the Steering Committee. She believes they need to have a City Council member designate someone to the Steering Committee who truly represents recreation and no other interests. This might be a great opportunity for Mr. Jim O'Connell, Recreation Director, to get involved with this project to represent recreation and to get his hands involved with the community. There are very few areas in the City that they can protect for play space. The situation with the Three Corners project is that it has become very broad. She heard that a number of applications have come in from the community to serve on the Steering Committee so there are a lot of hands in the pot, but nobody represents recreation and she is not okay with that.

#### **4. NEW BUSINESS**

##### **A) Introduction of the new Recreation Director, Mr. Jim O'Connell**

Mr. Yemm said he has the pleasure to introduce the new Recreation Director, Mr. Jim O'Connell, who started with the City in March. Mr. Yemm read a brief account of Mr. O'Connell's background and work experience (on file in the City Clerk's office).

Mr. Jim O'Connell, Recreation Director, said he is very glad to be here. He said as soon as he came on board he was instructed to shut down all of the City's programs and facilities, so that was his first challenge. Over the past few months, they have gone through shutting down and reopening some of the facilities and their programs. He said his staff has done a wonderful job doing business and he thanked them. He is glad for the opportunity to be here and he looks forward to working with the Recreation Commission.

##### **B) Review the Proposed Revised Riverside Tennis Fees**

Mr. O'Connell said that he apologizes for stepping out of order and not bringing the proposed tennis rates to the Recreation Commission before taking them to the City Council. He stated the rate changes that are being proposed in the handouts were requested by City staff (on file in the City Clerk's office). He stated there are two (2) types of changes. The first change is the elimination of things that the City no longer offers and the others are adjustment to rates to make them more in line with other local facilities and to hopefully increase revenue. They are looking at changing the fees for the use of the ball machines, which are not getting a lot of use. If they lower the fees, he hopes they will get used more. They are also addressing their guest fees to make them more competitive as well as the monthly fees to make them a better option for the part time residents.

Mrs. Dinunno asked if this was presented to the City Council and is it a done deal.

Mr. O'Connell replied that it is not a done deal, but he did present it to the City Council and it will be on the next City Council's agenda pending the Recreation Commission's recommendations to continue with it.

Mrs. Dinunno asked if they are having trouble paying their way at Riverside Park. She knows that the Pickleball University has been pushing for Pickleball courts on the Island and that is an opportunity for income.

Mr. O'Connell said that might be a possibility, but it has not been proposed to him formally.

Mrs. Dinunno replied that they have asked several times, but maybe not in the last six (6) months. At one of the Recreation Commission meetings they filled the Council Chambers with Pickleball players. They were asking to have just a few courts at Riverside Park.

Mrs. Malone asked if the data that was used to make these changes was the same data they used originally to increase the rates. There are people who are using these courts seasonally, but in order to have access to courts on the Island they have to be members of an exclusive club or contribute nominally to a court system that is struggling financially. The reduction will not bring

more business. People were already using the courts and there was still a shortage except for the early morning sessions. The people who attended their meeting did not mind the increases and felt they were still competitive for the area. They were hoping it would generate income so they could pour some money into the facility and upgrade it. They also had interest from two (2) private entities that were looking to help by working out an agreement or help subsidize it. The Recreation Commission did not shift the rates this last time without some intense conversation from the community.

Mr. O'Connell reported that they have received some interest from the Marty Fish Foundation regarding them doing some programming at the facility. He is not sure if the original proposal is still on table, but he will be meeting with them again later this month to discuss a biweekly event at Riverside Park. The main impetus for him to propose the new fee structure came from City staff and input from the patrons using the facilities at this time.

Mrs. Malone said she understands that they are feeling an influx of changes. She would like to know what complaints he is receiving from staff and are they noticing a significant decrease in the number of people using the facility or are they tracking the number of people. These are the things they started looking at and started tracking last year. She would like to know if this rate decrease is based on that data or just a few people who have an issue with the changes.

Mr. O'Connell reported that the Tuesday night and Saturday morning groups that use to play at Riverside Park are no longer there mainly because of the fee structure. He proposed these changes based on staff telling him that the numbers are down and input from the patrons.

Mrs. Malone asked if he knows if these groups are going somewhere else, or did they just quit playing.

Mr. O'Connell replied that he does not know.

Mr. Yemm asked if the Riverside Racquet cost centers have been established.

Mrs. Howard replied no. She explained that they are not tracking the information to the same extent that they are at Leisure Square, but they are still tracking data.

Mr. Yemm asked if the software is in place to do the tracking.

Mrs. Howard replied they will be purchasing the equipment at the start of the fiscal year.

Mr. O'Connell explained that the Finance Department is tracking the daily financials for the tennis center, but they are not ready to meet with the Recreation Department to do a full cost center analysis.

Mr. Yemm said once that is in place they will be able to answer many of these questions.

Mrs. Malone replied that this is probably a poor time to look at the fee structure regardless of people's opinions. They know that the overall cost for recreation is going up. They are just starting to explore the cost centers, so they will basically be dismantling the Recreation Department and doing a reassessment. What they will get from this is a complete understanding of the

economics of what the space looks like. Since they do not have that information yet, it makes it hard for her to recommend these changes to the fee structures. Until they have some metrics to look at they are only making these decisions based on a few people's opinions.

Mr. Yemm asked what did these two (2) groups represent dollar wise and time wise in the use of the facility.

Mrs. Howard replied that the Tuesday and Saturday groups utilized the court for two (2) hours each time. She does not know how much revenue has been lost, but she can find out.

Mr. Yemm said these people must have had a membership, so they probably lost the membership costs as well as the court fees.

Mr. O'Connell replied that he believes they were using the guest fees for those groups.

Mr. Yemm asked if the guest fees are daily fees.

Mr. O'Connell replied yes. He explained that their guest fees are higher than other facilities. He said the City's facility does not match up with what they see at private facilities in terms of the state of the clubhouse, the courts, the fencing, restrooms, etc. It does not mean it is a bad facility, but they get what they pay for. He does not feel like the City is in a position to charge the same fees as a private facility when they do not offer similar amenities.

Mrs. Malone stated that she agrees with that, but they were already in that same financial slot and they were still struggling before the rate increases last year. She said if the City is not in a position to sustain it, they know there are foundations and people in the City that are eager to slap their nonprofit name on it. She feels like the decision to increase the rates was not based on just making more money. She said they wanted to find out who their customer base was and to market to them and create a nicer space that they would want to use.

Mr. Yemm said that access to the school's courts are no longer open to the public, so people are limited to what they have access to use. From a marketing standpoint, they need to know the value when establishing the cost of providing these services. In his opinion, recreation provided by the City is a limited service and they should not be trying to compete with private clubs. The question is how much does the City want to spend on the quality of the environment and the facilities.

Mrs. Malone said they are not here to discuss and debate whether they should or should not have increased the rates. The fact is that they voted to make the changes based on the data they had. Now they are discussing making changes again within six (6) months of having a new Recreation Director and dealing with the Coronavirus, which has skewed the figures. They voted on the new fees and they knew they were going to get some pushback.

Mr. Yemm asked Mrs. Howard what were the fees before they increased them.

Mrs. Howard replied that she does not know at this moment.

Mrs. Malone stated that these figures are very close, so they are going back to where they started. She said most of the significant changes they previously made were not for tennis, but they were in relation to the rentals of public Park spaces, which is producing some income.

Mr. Yemm stated that there are two (2) ways to address these proposed rate changes. They can either table it and do some more research, or they can vote on it.

Mrs. Dinunno stated that the Pickleball University members are very interested in coming to Riverside Park. This group has numerous members that live on the Island who have to drive to Pocahontas Park, but Pocahontas Park is under stress due to the amount of people who play there. The Pickleball group would be happy to discuss a lease for half of the courts at Riverside Park.

Mrs. Malone said her recommendation is that it is not the time to make a decision and they need to look at some specific data.

Mrs. Dinunno suggested that they also seek any interest from the community, especially Pickleball University, who might be able to take some of the financial stress off the Recreation Department.

Mr. Yemm said tabling this item is the direction they should go in until they can get some more data.

Mrs. Dinunno said she believes that the Coronavirus is to blame for the problems they are experiencing and it is not just a lack of money from people on the beachside.

Mrs. Malone said she agrees. She said people are spending more than ever on recreation.

Mr. Yemm said he is in favor of tabling this and bringing it back after the first of the year. He asked if there were any objections to tabling this item. There were no objections from the Commission members.

### **C) The Conducting of Future Meetings – Mrs. Tammy Bursick, City Clerk**

Mrs. Tammy Bursick, City Clerk, explained that in March the Florida Governor passed an executive order to allow meetings to take place via Zoom or Go to Meeting because of the Coronavirus. The City has been doing this for the last couple of months. In the beginning they did not have the ability to conduct these virtual meetings from the Council Chambers, but now they have the equipment and they are still working on it. Most of the City's Boards and Commissions are meeting again on a regular basis. She said at last Tuesday's City Council meeting, Councilwoman Moss asked the Recreation Commission to submit any items they would like to discuss at their future meetings. Mrs. Bursick said she received a couple of responses from the Commission members. The first response was from Mrs. Malone who said she would like to hear the short-term and long-term goals of the new Recreation Director.

Mr. John Turner, City Attorney, said in regards to Mr. Yemm's motion to table the rate changes until more data is collected, he is not sure if that was the correct way to handle it since this is an Advisory Commission. Perhaps they should reconsider and make a recommendation to the City Council that this matter be postponed until a specific date, so that staff can find that information

and present it back to the Recreation Commission in the proper fashion. If they want to specify the first of the year that would be sufficient.

Mrs. Dinunno stated that they will be doing rate reviews sometime in December, so this might give the community the opportunity to present proposals.

Mrs. Malone said this will also give the cost centers an opportunity to contribute some numbers for them to look at. She agrees that they make this recommend to the City Council to delay this decision and that the first of the year should give them ample time. She would recommend that they turn in what information they currently have and combine it with what information they can clean out of the cost centers.

Mrs. Dinunno said they should also issue a statement to the public indicating that they are open to proposals.

Mr. Yemm asked Mr. O'Connell how much time will he need to gather this data.

Mr. O'Connell replied that he would need to work with the Finance Department on that, but he thinks January would be workable.

Mr. Yemm said they now established that January is a good date. The other important part of this is the availability of the public to participate in the discussion and expanding it beyond just the members of the Recreation Commission. They will need feedback from both the tennis community and the Pickleball group.

Mrs. Bursick stated that the date of the January Recreation Commission meeting will be January 12, 2021.

**Mr. Turner said the motion is to continue this discussion at the January 12, 2021 Recreation Commission meeting to allow staff to accumulate the data and have it on the agenda for consideration so they can make a recommendation to the City Council.**

Mr. Yemm asked for a roll call vote.

**On a roll call vote the motion passed unanimously 4-0 with Ms. Jones voting yes, Mrs. Dinunno yes, Mrs. Malone yes, and Mr. Yemm yes.**

Mrs. Howard stated that the Recreation Department has a great partnership between the Riverside Racquet complex and St. Edward's School. The school uses the tennis courts for practice and their tournaments and in turn, the Recreation Department uses the St. Edwards facility for their annual Aerial Antics Circus.

Mr. O'Connell stated that his short-term goals upon arriving here was to get to know the Recreation Department, the City Staff, and the City. However, his short-term goal became dealing with the Coronavirus, which shut everything down on his second day on the job. His staff did a wonderful job dealing with it. His short-term goal now is to get back to normal. He said his first impression of the City's recreation facilities was that they were in bad shape. The tennis center, Leisure Square, the Community Center, and the lifeguard stands are all in need of repair or replacement.

His long-term goal is to address the upgrading of the City recreational facilities to bring them to a level of what the City deserves.

Mrs. Malone said that is refreshing to hear.

Mr. O'Connell said he has worked in other places and it is always hard to keep the recreation facilities up to the standards they want. Recreation is always down the list for funding. There are some great aspects of the City like the beaches and Riverside Park and there are also some good facilities, but they just need some love. The City is doing good things, but they need to upgrade the facilities and they are starting to do that. The 5-year capital plan includes numerous upgrades and he hopes they can accelerate some of the projects.

Mrs. Malone asked Mr. O'Connell what his thoughts was after looking at the 5-year capital plan.

Mr. O'Connell replied that the budget has not been adopted yet and most projects were already in the budget when he arrived. Unfortunately, a couple of the projects have already been delayed. He said it is one (1) thing to put an item in the budget, but trying to get the City Council to let them move forward with it is another task.

Mrs. Bursick stated that the second email was from Mrs. Sue Dinunno. She would like to know what the chances are of being able to conduct events in 2021.

Mrs. Dinunno announced that the Vero Beach Art Club has started planning for the 2021 Under the Oaks Art Festival. Last year they had people here from all over the United States and they were shut down on the first day of their art show. The City did not shut down Riverside Theater and those people were in doors and shoulder to shoulder. The Art Club gave the participants two thirds of their cost back as a credit towards next year's show, so that means the Art Club lost two thirds of their income in 2020. She said it was embarrassing, so before they go through this again they would like to know that all of the events will be treated fairly.

Mr. O'Connell said he cannot speak on that event, because it was before he arrived here. When he was leaving Peachtree City, Georgia, they were going through the same situation with an event. He said he has been a proponent for reopening the City whether it is the playgrounds, the facilities, the community events, but especially the outdoor events. A lot of this is clearly out of their control, but seeing how things look now and the event is several months away, he would be optimistic that they should be able to hold their event.

Mr. O'Connell stated that the Governor's order is due to expire on October 1<sup>st</sup>. They are hoping there will not be another extension and they can get back to normal.

Mrs. Howard explained that right now they are only authorized to approve outdoor events for parties of 50 or less. They have not been able to hold any indoor events, so they cannot rent the Riverhouse, Bethel Creak House, or the Community Center. They have started taking tentative reservations for dates after October 1<sup>st</sup>.

Mr. Yemm said this is all up in the air, because if the virus comes back again combined with the flu, events could be restricted again.

## **5. OLD BUSINESS**

None

## **6. RECREATION DIRECTOR'S MATTERS**

Mr. O'Connell thanked the Commission for being here and for welcoming him. The staff has done a great job through this crisis. They managed to have summer camp this year, they opened the facilities on a limited basis, and the tennis facility was closed down and then reopened. It was all done by the great work of the staff and he would like to commend them.

## **7. CHAIRMAN'S MATTERS**

None

## **8. MEMBER'S MATTERS**

Mrs. Malone stated that she received a handful of emails and text messages over the last few weeks that she will categorize them so they can be discussed. When she is back in town, she will reach out to Mr. O'Connell if he is open to participate in the Three Corners property. There are a handful of organizations and individuals in this town that are very interested in what is going on with the Three Corners project and the recreational properties that he is responsible for. She would like to see how they can get these groups, volunteers, and organizations involved with the Recreation Commission so that we can help them find space for their activities.

Mr. O'Connell said he would be open to working with them.

Ms. Jones stated that her personal interest is and always will be supporting the Junior Staff members. She is sorry they could not have the Junior Staff recognition breakfast this summer.

Mr. Yemm said there is a big difference in how private business and public meetings are held. There are restrictions to holding public meetings because of the Sunshine Law. One key difference to holding public meetings is putting together an agenda and getting it out to the public to get their participation. If they want public input for their October meeting when they discuss the Three Corners property, he suggested they put together a survey of 10 to 15 questions to find out what the public wants from the Recreation Department.

Mrs. Malone said she would like to get feedback on the Three Corners project from the public, but the City already spent a huge amount of money for a company to do a survey, so they already have that information. They discovered that there is an overwhelming interest in recreational spaces. They know they have recreational spaces and the ability to maintain them, but they do not have representation at the meetings. It would be nice to work together with the community on this project. The Recreation Commission might need to make some serious decisions that they can present to the City Council.

Mrs. Dinunno asked if the Recreation Commission's agenda is on the City's website. Does the public know what they are going to be discussing.

Mrs. Malone replied yes it is public information. It is on the calendar on the City's website.

Mrs. Malone excused herself from the meeting at 3:32 p.m.

Councilwoman Moss said that she will put the Recreation Commission under new business on the City Council agenda and she will attach some backup materials. Maybe this will get the community thinking about recreation and raise awareness among people who are interested.

Mrs. Dinunno asked if the Recreation Commission is working with a full board, or are they short a couple of members.

Mrs. Bursick replied that there is one (1) Alternate position open. She just received an application today from an individual who is interested in serving on the Recreation Commission, so she will be taking it to the City Council.

## **9. NEXT MEETING DATE**

### **A) October 13, 2020**

The next Recreation Commission meeting is scheduled for October 13, 2020 at 2:00 p.m.

## **10. ADJOURNMENT**

Today's meeting adjourned at 3:34 p.m.

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A Subsidiary of  
**SHARK BAIT INTERNATIONAL INC. (SBI)**  
A Florida Based Corporation

740 35<sup>TH</sup> AVENUE SW  
VERO BEACH, FL 32968  
561-248-5695



**PROPOSAL TO AMEND CONTRACT**  
**#1665-C Beach Umbrella and Chair Rental Concession**  
**To Include Expanded Locations listed herein, and to Provide Kayaks, Paddle Boards and Other Aquatic Equipment Rentals as Detailed on Page 2**

This proposal to amend is provided to the City of Vero Beach Recreation Department, the Vero City Council members, and other concerned parties.

Terms and Vendor Responsibilities are proposed to co-join Contract #1665-C, Beach Umbrella and Chair Rental Concession actively in place with the addition of 2 aspects which were initially proposed as part of the above listed Vero Beach City contract, but held in abeyance for future developmental consideration after establishing our basic umbrella and chair service.

- 1. Expand service contract #1665-C to include the areas of Jaycee Park, Humiston Park Beach, Sexton Plaza Beach Park, McWilliams Park, Riverside Park, and other areas as so designated by the city.**
- 2. Provide rental services at the above locations to include Kayaks, Paddle Boards, Boogie Boards, Floats, Rafts and other aquatic equipment and services at the locations listed above and at South Beach Park, which is presently under contract with our umbrella and chair rental service.**

**OVERVIEW**

Shark Bait has been providing daily beach and aquatic services at numerous resorts in Vero Beach and we have been delivering equipment and providing tours upon request throughout Indian River County for about ten years without incident. (210+ Excellent Trip Advisor reviews to date.)

With this proposed addendum, Shark Bait is offering to provide daily beach and aquatic services at Jaycee Beach, Humiston Beach, Sexton Plaza and aquatic services to join our already present South Beach Park umbrella and chair service offerings.

To this, Shark Bait can help generate more revenue for all concerned by establishing ourselves as an aquatics vendor for Vero Beach City’s inland waterways aquatics activities. We already deliver upon reservation throughout Indian River County, but becoming a vendor with the city, where we would be located during an established time period daily would enable us to become an established portal for those looking to enjoy a day on the water.

**Current Equipment Pricing and Rental Durations**

Shark Bait’s current pricing structure is set to be competitive, yet high enough to provide a modest profit margin.

<u>Equipment</u>	<u>\$ Per Hour</u>	<u>\$ Per Day</u>	<u>\$ Per Week</u>
• Beach Chair	\$5	\$10	\$50
• Beach Umbrella	\$5	\$10	\$50
• 2 Chairs, 1 Umbrella Setup	\$10	\$25	\$150
• Sail Shade 9 x 14 (small)	\$20	\$40	\$200
• Sail Shade (small) + 4 Chairs	\$25	\$60	\$300
• Sail Shade 14 x 20 (large)	\$30	\$60	\$300
• Kayak (single)	\$20	\$70	\$350
• Kayak (tandem)	\$25	\$85	\$400
• Standup Paddleboard	\$25	\$85	\$400
• Boogie Board	\$5	\$40	\$150
• Mask/snorkel/fins	\$10	\$60	\$200
• Dive Flag Float-Line	\$5	\$30	\$100
• Life Jacket	\$5	\$30	\$100
• Volleyball Set	\$5	\$40	\$150
• Kayak/Paddleboard Tour	\$65 (2 hour min., includes 1 tandem kayak / 1 Paddle board)		
• Snorkeling Tour	\$85 (2 hour min., includes 1 tandem kayak and snorkeling gear for 2)		
• Lobster Getter Tour	\$100 (2 hour min., includes 1 tandem kayak and snorkeling gear for 2)		
• Spear-Fisher Tour	\$100 (2 hour min., includes 1 tandem kayak and snorkeling gear for 2)		

**FINANCIAL ASSUMPTIONS AND PROJECTED SALES COMPARRISONS**

**Vero Beach City Percentage of Sales**

- Under contract #1665-C Shark Bait provides a 10% commission on sales, and pays the 7% tax on the commission.

**South Beach Park Assumptions and Projected Sales Comparisons (with / without aquatics)**

- Current umbrella and chair rental operations at South Beach Park have been minimal with the primary cause being the desire to provide a “minimalist look” on the beach. Under the current rules, we can only preset 5, or 6 setups, and we cannot provide aquatic activities.
- A setup, (2 chairs and 1 umbrella) rents for \$25, and with the restrictions above, this enables us to generate \$125 per day, of which the City gets 10%, or \$12.50. We can set more gear when the presets sell, however, many people don’t ask when they don’t see the gear set up and available when they arrive.
- Annually, this equates to \$4,562.50, however when factoring in out of season days and inclement weather, the numbers drop significantly.
- Shark Bait’s tandem kayaks and stand-up paddle boards rent for \$25 per hour. If we add only 5 aquatic rentals per day, this would effectively double South Beach’s revenue, thus generating \$9,125 per annum.
- Projections do not factor for inclement weather and off-season downturns.

<u>Model</u>	<u>\$ Per Day</u>	<u>\$ Per Month</u>	<u>\$ Per Annum</u>
<u>Present</u>	<u>\$12.50</u>	<u>\$375</u>	<u>\$4,562</u>
<u>Amended (w. aquatics)</u>	<u>\$25.00</u>	<u>\$750</u>	<u>\$9,125</u>

**Overall Beach Assumptions and Comparative Sales Projections**

- These projections present our current contract capabilities (S.B. Present), South Beach with aquatics (S.B. Amended (w aquatics)), and all beaches cumulatively with aquatic activities (All Beaches (w aquatics)).
- This projection is based on the assumption that the other three beaches combined can equal South Beach’s forecasted performance metrics.
- Projections do not factor for inclement weather and off-season downturns.

Model	\$ Per Day	\$ Per Month	\$ Per Annum
S.B. Present	\$12.50	\$375	\$4,562
S.B. Amended (w aquatics)	\$25.00	\$750	\$9,125
All Beaches (w aquatics)	\$50.00	\$1500	\$18,250

**Inland Waterway Assumptions and Comparative Sales Projections**

- Our present business model for Inland Waterway Operations is to deliver gear once ordered via internet or phone reservation, and to pick it up when they contact us that they are finished.
- With the present model, we are not permitted to solicit, or even conduct sales at the launch access areas which effectively precludes on site sales.
- The amended model includes a comparison with Shark Bait having rights to offer services on site.
- This projection includes an assumption if Shark Bait is provided the opportunity to expand into other aquatic equipment rentals. If exclusivity is granted and Shark Bait were to become the sole aquatics vendor for Vero Beach, Shark Bait will agree to invest in other aquatic platforms which can generate a marked increase in overall profitability.
- In season, Shark Bait performs approximately 10 river rentals per week, and in off season we are renting 3, if lucky. To provide an average, we are forecasting the number as 6 rental per day on average.
- Shark Bait projects to double our current Inland Water rentals to 12 per week.
- Projections do not factor for inclement weather and off-season downturns.

(Inland Waterway Comparative Projections continued on page 5)

(Inland Waterway Comparative Projections continued from page 4)

- If Inland Water vending develops as per this proposal, Shark Bait would welcome the opportunity to expand into other aquatic services which can prove highly lucrative.

<u>Model</u>	<u>\$ Per Week</u>	<u>\$ Per Month</u>	<u>\$ Per Annum</u>
<u>Present</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>Amended w. Vendor @ 2 parks</u>	<u>\$60</u>	<u>\$240</u>	<u>\$1,800</u>
<u>Amended and Expanded</u>	<u>\$120</u>	<u>\$480</u>	<u>\$3,600</u>

**Total Beach and Aquatic Projections**

<u>Model</u>	<u>\$ Per Day</u>	<u>\$ Per Month</u>	<u>\$ Per Annum</u>
<u>Beaches (w. aquatics)</u>	<u>\$50</u>	<u>\$1,500</u>	<u>\$18,250</u>
<u>Amended and Expanded</u>	<u>\$120</u>	<u>\$480</u>	<u>\$3,600</u>
<u>Total Commission to City</u>	<u>\$170</u>	<u>\$1,980</u>	<u>\$18,250</u>
<u>Taxes Due on Commission</u>	<u>\$11.90</u>	<u>\$133.49</u>	<u>\$1,277.5</u>
<u>TOTAL</u>	<u>\$181.90</u>	<u>\$2,113</u>	<u>\$19,527.5</u>

**TIMELINE FOR DEVELOPMENT**

- If amended, Shark Bait projects this proposal can be fully implemented within a year.
- Several factors, including financing and permit processing to locate a storage system at Jaycee Beach Park are the primary assumptions to be considered, however we have enough gear to quickly establish a presence at all locations.

## **Logistics**

### **Jaycee Beach Park**

With this proposal, Shark Bait is offering to set up a shared storage area on, or around Jaycee Beach Park having equipment capable of deploying and recovering beach gear to be stored onsite. Part of this storage area would be dedicated to the storage of Vero Beach Lifeguard equipment, if so desired by the City.

The storage system would mirror Shark Bait's South Beach setup which has been fully approved and inspected by all concerned parties, and has met with approval by local citizens.

### **Humiston Beach Park**

It would be an easy and natural extension to provide services at Humiston Beach as Shark Bait currently services the Driftwood Beach Resort abutting Humiston Beach Park to the North. Shark Bait can offer aquatics outside the swim area to the south of the beach park.

### **South Beach Park**

To add aquatics at South Beach Park, all we need to do is establish an aquatics corral, or small enclosed area next to our storage facility already in place. We can utilize our ATV and trailers to transport the equipment down onto the aquatics area of the beach.

### **Sexton Plaza Beach**

We deliver equipment to Sexton Plaza upon reservation and look forward to the opportunity to provide a small full service offering there.

### **McWilliams and Riverside Parks**

To generate sales at Vero's inland water parks and access points, Shark Bait can establish host stations at these locations, or we can provide onsite vending with no established host stations if the City prefers. A point to consider is that in order to generate real sales, we need to at least have an established location where people can readily access our service.

## **INSURANCE**

Shark Bait just renegotiated our insurance policy for the upcoming year and we have the same exact coverage as has been required throughout, with a nice saving over the past several years.

**RESET CONTRACT 1665-C**

With the expense and logistical support necessary to fulfill this amendment, Shark Bait requests that contract 1665-C be reset, and expanded to period of 10 years, to commence at the acceptance of this proposal.

## **ADDENDUM TO PROPOSAL TO AMEND CONTRACT**

### **#1665-C Beach Umbrella and Chair Rental Concession**

#### **GOALS**

Our objectives have always been to make a modest living providing uncompromising services, while simultaneously assisting to keep our beaches and aquatic environs safe, clean and welcoming.

#### **BENIFITS TO THE CITY**

Our services have become a welcomed and expected aspect of beach patronage at South Beach Park with an overwhelmingly large percentage of guests expressing their approval of the minimalist look, comfort and usability of our equipment.

#### **Safety**

Shark Bait has been actively providing aquatic sports activities in and around Indian River County for over the last ten years, and not only do we have a spotless safety record, but we are trained and respond when needed to emergencies on the water,

Since our founding Shark Bait staff have rescued 14 (non-customer) beach patrons from drowning and assisted many others in distress make it safely back to shore. Other vendors we observe can't even launch and recover their gear through the surf zone, much less perform an at sea rescues!

There is a statistic which defines a single drowning death as equivalent to \$870,000 in lost tourism related revenue. Using these calculations, Shark Bait has helped keep 12.8 million dollars coming to our municipality to date. In the future, we are looking forward to having a more visible presence, and being in an increased position to help with the expanded equipment and services we can provide via this addendum to contract 1665-C.

#### **Pandemic**

Shark Bait's initial agreement with the city was focused with an eye toward keeping City's beaches looking sparse, uncrowded and welcoming. Considering today's landscape with the pandemic, that concept has proven to not only be welcoming, but potentially safer as well.

In South Florida, the setups are so close that you cannot even see the sand between them from aerial photographs, and at Costa d'Este the gear is so close you can lean over and put sunblock on a total stranger's back, they are so close together.

#### **Beach Patron Input**

Shark Bait has garnered 200+ "Excellent" Trip Advisor reviews providing our services in and around Vero Beach, the Indian River Lagoon and Vero's hidden estuary areas, and we have a spotless safety record.

Our staff is asked daily if we can rent paddle boards and kayaks at South Beach, and during this time it has become clear that aquatic sports gear rentals are in HIGH DEMAND at this location and elsewhere. It seems every other person wants to rent a kayak, paddle board, or they bring their own.

Most beach and waterfront municipalities have a vendor who supplies basic aquatic services, For example, Fort Pierce had Lisa's Kayaks as their aquatic activities vendor for a number of years. All vendors could launch from the public facilities, however Lisa's was the only permitted to solicit services at the local launch areas. Patrons who come to South Beach are surprised to learn that we do not provide this service. Sometimes I can talk them into going to one of our aquatics beaches, but if they are already in the sand, the chances of them loading back into their vehicle and relocating are slim at best. I can say this from the years of me sitting on Vero South Beach and greeting everyone who comes and goes.

When I tell beach patrons that we are not allowed to rent aquatics gear, you can see it on their faces that we have, in some way failed the customer.

Providing limited aquatic activities including kayaks, paddle boards and boogie boards at the beaches we serve with umbrellas and chairs has shown to create a synergistic effect which substantially increases overall customer patronage and general approval of the beaches. As an example, customers who book our umbrella and chair services often like to go turtle watching along our nearshore waters via our kayak and paddle board offerings, and many who come to the beach to go kayaking and paddle-boarding with us end up renting chairs and umbrellas. In fact, people who visit us for our services often ask for recommendations regarding local lodging, local eateries, night life, etc. This dramatically improves the guest experience and naturally leads to a higher percentage of repeat patronage and improved public perception of our beaches and the City in general.

Shark Bait's full service beaches clearly outperform our beaches having only beach umbrellas and chairs. This being the case, the city's revenue from our operations would be markedly higher if we are permitted to offer aquatics at Vero's beaches and parks.

#### **ABOUT SHARK BAIT'S AQUATICS PROGRAM**

- Shark Bait's aquatic equipment has been specifically selected for its seaworthiness and all our equipment is safety yellow for high visibility at sea. (We rented roughly \$1,200 worth of kayaks searching for the safest, most stable, most user friendly kayaks, and our paddle boards are large and accommodating for anyone who can walk. A woman who rented out the entire Costa d'Este Beach Resort went paddle boarding and she was well into her eighties at the time.

- Our aquatic equipment has been employed in numerous at-sea rescues and at-sea rescue assists. I believe the lifeguards ended up buying the same kayaks for their rescues as I use.
- All Shark Bait Staff members are either open water certified lifeguards, or undergoing training to obtain their certifications.
- Everyone qualified to provide our aquatics activities is trained to launch and recover kayaks and paddle boards ensuring customers get in and out of the surf zone quickly and safely.
- We keep all aquatic equipment on the ocean in sight and monitor for signs of distress during rentals.
- Everyone who uses our equipment must sign a waiver which has been extensively scrutinized, modified and approved through the Vero Beach Hotel and Spa, Costa d'Este, and Holiday Inn Oceanside's legal departments.

Shark Bait's safety record at sea is spotless. In addition, since commencing operations 14 patrons have been rescued by Shark Bait Beach Gear Rentals staff utilizing Shark Bait aquatic equipment and many more were assisted with our gear, even though they were not a part of Shark Bait activities at the time of incident.

Without the aquatic equipment those rescues and assists would have been very difficult, if not impossible to perform.

**CONTRACT RENEWAL FORM  
CITY OF VERO BEACH**

**RE: Renewal of Contract 1665-C Beach Umbrella and Chair Rental**

The undersigned has carefully examined the original Contract Documents and Contract Renewal form and is familiar with the nature and extent of the conditions that may in any manner affect the materials or services required.

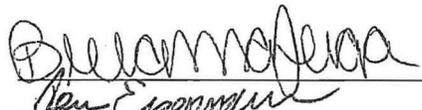
The Contractor shall agree to all terms and conditions and any amendments of the original Contract Documents.

I agree to continue services as specified, in accordance with the Contract Documents and any amendments to the contract, in the time and to the places identified, and complete services specified in the Contract Documents or by a City Authorized Representative.

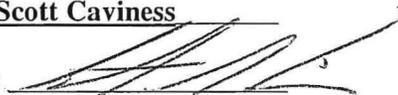
**Renewal Contract Period Begins, April 1, 2019 through March 31, 2024**

**WITNESS FOR THE CONTRACTOR:**

**Shark Bait International, Inc**

  
\_\_\_\_\_  
*Billama Jurga*

PRINT: Scott Caviness

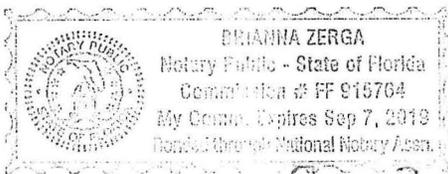
SIGNED: 

TITLE: President CEO

DATE: 3-26-2019

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 26 day of March, 20 19, by Scott Caviness as contractor, and owner as owner, on behalf of the corporation. They are personally known to me or have produced FDL C15278765/16 as identification and did (did not) take an oath.



My Commission Expires: Sep 7, 2019

NOTARY PUBLIC  
Sign: Billama Jurga  
Print: Brianna Zerga  
State of Florida at Large (seal)  
Commission No.: FF915764

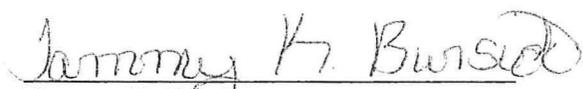
**RENEWAL OF**  
**RENTAL CONCESSION LICENSE AGREEMENT**

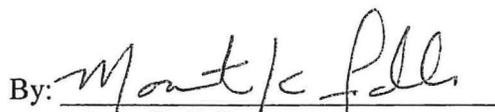
That certain Rental Concession License Agreement dated April 1, 2014, ("Agreement"), entered into by and between the **CITY OF VERO BEACH, FLORIDA**, and **SHARK BAIT INTERNATIONAL, INC.**, a copy of which Agreement is attached hereto, is hereby renewed pursuant to paragraph 2 of said Agreement for the period April 2, 2019 through April 1, 2024.

IN WITNESS WHEREOF, the undersigned authorities are authorized to bind their respective entities and have affixed their hands and seals on the date indicated below.

ATTEST:

**CITY OF VERO BEACH, FLORIDA**

  
\_\_\_\_\_  
Tammy K. Bursick  
City Clerk

By:   
\_\_\_\_\_  
Monte K. Falls  
Interim City Manager

DATE: 4/8/19

**ADMINISTRATIVE REVIEW**  
(For Internal Use Only—Sec. 2-77 COVB Code)

Approved as to form and legal sufficiency:

Approved as to technical requirements:

  
\_\_\_\_\_  
Kira C. Honse  
Interim City Attorney

  
\_\_\_\_\_  
Robert L. Slezak  
Director, Recreation

ATTEST:

**SHARK BAIT INTERNATIONAL, INC.**

  
\_\_\_\_\_  
Shahnda J. Caviness  
Chief Financial Officer

By:   
\_\_\_\_\_  
Scot G. Caviness  
President

DATE: 3-29-19

## Amendment to Rental Concession License Agreement

This *Amendment to Rental Concession License Agreement* (hereinafter "Amendment"), was made and entered into as of the date last entered below (the "Effective Date") by and between the *CITY OF VERO BEACH, FLORIDA*, a Florida municipal corporation, (hereinafter "City") and *SHARK BAIT INTERNATIONAL, INC.*, a Florida for-profit corporation, (hereinafter "Vendor").

City and Vendor hereby amend as provided herein that certain Rental Concession License Agreement dated April 1, 2014 entered into between the parties granting to Vendor a concession license to operate its beach umbrella and chair rental concession at South Beach Park.

(1) Section 3. Vendor Responsibilities, is amended as follows:

- (a) Paragraph (m) Use of Vendor ATV by City, is deleted in its entirety and shall have no effect.
- (b) Paragraph (o) Insurance, is amended as follows:  
[Deleted words are ~~stricken~~ and underlined words are added.]

**(o) Insurance.** Vendor shall procure and maintain at all times comprehensive commercial general liability insurance against personal injury and property damage, with a company authorized to do business in the State of Florida, covering any and all claims for damages to persons and property as a result of or arising in any manner out of Vendor's operations, ~~or~~ use of City property, and including operation of Vendor's operation of the ATV. Such insurance shall have limits of coverage not less than \$2,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. Such insurance shall be primary to any other insurance. Vendor's insurance policies shall name City as an insured and shall be endorsed to include provisions for at least thirty (30) days advance notice to City by the insurer prior to any policy change, amendment, termination, or expiration of coverage. Vendor shall direct its insurance agent to provide City with a policy, an additional insured endorsement containing language no less restrictive than ISO Form CG 20 10 07 04 or ISO Form CG 20 33 07 04, and a certificate of insurance stating that all insurance coverage as required herein is in force effective no later than the ~~Effective Date of this Agreement~~ date Vendor commences operations on the Premises. Vendor shall also maintain workers' compensation insurance coverage as required by and pursuant to Florida law.

(2) Section 4. Responsibilities of City, is amended as follows:

- (a) Paragraph (c) Use of Vendor ATV, is deleted in its entirety and shall have no effect.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Agreement on the dates entered below.

**WITNESSED BY:**



Print Name: Robert L. Slezak

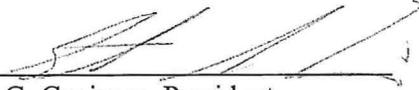


Print Name:

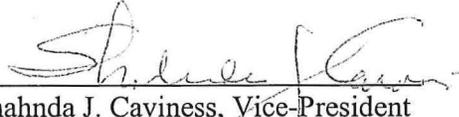
Laurie L. Kee

**VENDOR:**

**SHARK BAIT INTERNATIONAL, INC.**



Scot G. Caviness, President

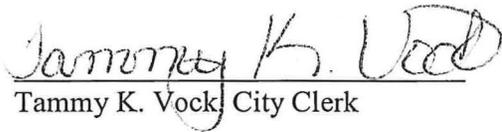


Shahnda J. Caviness, Vice-President

Date: 5-14-2014

[Seal]

**ATTEST:**

  
Tammy K. Vock, City Clerk

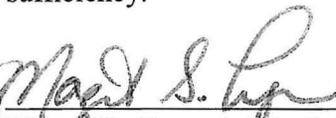
[Seal]

**CITY OF VERO BEACH, FLORIDA:**

  
James R. O'Connor, City Manager

Date: 5/14/14

Approved as to form and legal sufficiency:

  
Wayne R. Coment, City Attorney  
*by me for*

Approved as to technical requirements:

  
Robert L. Slezak, Recreation Director

RESOLUTION NO. 2014 - 17

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERO BEACH, FLORIDA, GRANTING TO SHARK BAIT INTERNATIONAL, INC. A CONCESSION LICENSE FOR RENTAL OF BEACH UMBRELLAS AND CHAIRS AT SOUTH BEACH PARK; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Shark Bait International, Inc. is in the business of renting high-quality beach umbrellas and beach chairs to its patrons; and

WHEREAS, the company desires to operate its rental business at the City's South Beach Park in order to provide these amenities to the beach-going public; and

WHEREAS, the City Council deems it advantageous to the City and conducive to the comfort, convenience, enjoyment, and safety of the beach-going public to grant to Shark Bait International, Inc., a concession license to operate its rental business and provide its services to the public at South Beach Park pursuant to those certain rights, privileges, and conditions as provided by a concession license agreement between the City and the company;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VERO BEACH, FLORIDA, THAT:**

**Section 1 — Adoption of "Whereas" Clauses.**

The foregoing "Whereas" clauses are hereby adopted and incorporated herein.

**Section 2 — Grant of Concession License.**

In accordance with Section 54-4 of the Code of the City of Vero Beach, the City Council hereby grants a non-exclusive concession license to Shark Bait International, Inc. for the rental of beach umbrellas and beach chairs at South Beach Park subject to the provisions of the "Rental Concession License Agreement" attached hereto as "Exhibit A" and incorporated herein, and hereby authorizes the Mayor to execute said Agreement on behalf of the City of Vero Beach.

**Section 3 — Effective Date.**

This Resolution shall become effective upon adoption by the City Council.

\*\*\*\*\*

This Resolution was heard on the 1<sup>st</sup> day of April 2014 at which time it was moved for adoption by Councilmember Kramer, seconded by Councilmember Gnarwo, and adopted by the following vote:

Mayor Richard G. Winger	<u>yes</u>
Vice-Mayor Jay Kramer	<u>yes</u>
Councilmember Pilar E. Turner	<u>yes</u>
Councilmember Amelia Graves	<u>yes</u>
Councilmember A. Craig Fletcher	<u>yes</u>

ATTEST:

CITY OF VERO BEACH, FLORIDA

Tammy K. Vock  
Tammy K. Vock  
City Clerk

Richard G. Winger  
Richard G. Winger  
Mayor

[City Seal]

Approved as to form and legal sufficiency:

Approved as conforming to municipal policy:

Wayne R. Coment  
Wayne R. Coment  
City Attorney

James R. O'Connor  
James R. O'Connor  
City Manager

EXHIBIT "A"

**Rental Concession License Agreement**

This *Rental Concession License Agreement* (hereinafter "Agreement"), was made and entered into as of the date last entered below (the "Effective Date") by and between the *CITY OF VERO BEACH, FLORIDA*, a Florida municipal corporation, (hereinafter "City") and *SHARK BAIT INTERNATIONAL, INC.*, a Florida for-profit corporation, (hereinafter "Vendor"). City and Vendor may also be referred to herein individually as a "party" and collectively as the "parties."

**Whereas**, Vendor is in the business of renting beach umbrellas and chairs to the beach-going public; and

**Whereas**, Vendor desires to operate its rental business on City property located at South Beach Park and make these amenities available to the public; and

**Whereas**, the City Council deems it advantageous to the City and conducive to the, comfort, convenience, enjoyment, and safety of the beach-going public to have such amenities available,

**Now Therefore**, in consideration of the premises hereof and the covenants, terms, and conditions to be performed as set forth hereinafter, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Concession License.** Pursuant to resolution of the City Council adopted in compliance with section 54-4 of the City of Vero Beach Code of Ordinances, Vendor is granted a nonexclusive rental concession license to establish and operate at South Beach Park (hereinafter "Premises") a concession for rental of beach umbrellas and chairs (hereinafter "Merchandise") pursuant to the provisions of this Agreement.

**2. Term and Renewal.** The term of this Agreement shall commence on the Effective Date and shall continue for Five (5) years thereafter and may be renewed for additional terms of Five (5) years or less upon mutual agreement of the parties in writing so long as Vendor is not in breach of any term of this Agreement. The City Manager is authorized to approve and execute such renewals on behalf of the City.

**3. Vendor Responsibilities.**

**(a) Services Authorized.** The Merchandise to be offered for rental shall be limited to beach umbrellas and chairs. Such Merchandise shall be of high quality and well maintained. The number of each item of Merchandise available for rental shall be as coordinated with the City's Recreation Director and approved by the City Manager from time to time. Vendor shall limit the display and use of its Merchandise to that area of the beach located North of the lifeguard stand.

**(b) Concession operation.** Vendor shall operate its business and conduct its activities in a manner that will ensure the convenience and safety of the public. The activities of Vendor or

## EXHIBIT "A"

any of its employees, agents, or subcontractors shall not infringe upon the public's right of access to and use of the Premises and shall not preclude the use by the public of their own umbrellas or chairs. The activities of Vendor shall be such as to render service to the public in a dignified manner and without the use of undue pressure, coercion, or persuasion in an attempt to influence the public to use the services of Vendor. Vendor is authorized to utilize an ATV and related equipment for transporting Vendor's Merchandise and equipment to and from the beach concession location. Operation of such ATV and equipment by Vendor shall be confined to those routes and areas approved by the City's Recreation Director and in strict conformance with all other applicable provisions of this Agreement and applicable laws and regulations.

**(c) Business standing.** Vendor shall at all times maintain its corporate status as active and in good standing with the Florida Department of State, Division of Corporations, and pursuant to Florida law. Before commencing any operations or business on or at the Premises under any business name other than its full corporate name of Shark Bait International, Inc., Vendor shall register such business name with the State of Florida as required by law and keep such name registered and active.

**(d) Installations.** Vendor shall at its own expense erect and maintain any structures or installations needed for its operations and storage of Merchandise. Such structures or installations shall be only as reasonably necessary as approved by the City Manager and in compliance with all applicable laws and regulations. Concession and storage locations shall be only as coordinated with the City's Recreation Director and approved by the City Manager.

**(e) Maintenance and Repair; Security.** Vendor at its own expense shall keep its Merchandise and concession structures, installations, and equipment in good and safe operating condition. Vendor shall maintain the concession and storage areas in a clean, safe, secure, and presentable condition. Vendor shall be responsible for disposal and removal from the Premises of all waste and refuse generated by its operations. Vendor shall be solely responsible for the security of its Merchandise and other property.

**(f) Storm Preparations.** In the event of approaching inclement weather, including but not limited to tornados, windstorms, or hurricanes, Vendor, at Vendor's sole expense, shall remove or cause the removal of all personal property from the Premises or otherwise secure Vendor's Merchandise and concession structures, installations, and equipment located on the Premises in advance of the inclement weather.

**(g) Signs; Posting Hours and Pricing.** Vendor shall not, without written consent of the City Manager and an appropriate City sign permit, post, erect or operate in or on the Premises any sign or other similar advertising device. Notwithstanding the foregoing, Vendor's hours of operation and pricing for all services shall be posted and visible whenever the concession is in operation. Such posting shall include the name under which Vendor is operating its business. The number, size, and location of such posting shall be coordinated with the City's Recreation Director and approved by the City Manager.

**(h) Vendor Employees.** Vendor shall be responsible for and require a criminal background investigation of all persons employed, contracted, or otherwise retained by Vendor before any such person commences work in Vendor's operations on the Premises. Vendor shall

## EXHIBIT "A"

not allow to work or participate in Vendor's activities or operations on the Premises any person having a record of conviction for any crime involving dishonesty or false statement, an offense against a minor, an aggravated offense, a sexual offense, or other relevant offense that involved a minor, nor shall Vendor allow to work or participate in Vendor's activities any person registered or required by law to be registered as a sexual offender or sexual predator.

Vendor acknowledges that City is a drug-free work place. Vendor covenants that all employees of Vendor working at or on the Premises shall be subject to implementation of all possible provisions to maintain a drug-free environment and Vendor will adhere to the provisions of section 287.087, Florida Statutes, in a good faith effort to continue a drug-free workplace on City property.

**(i) Compliance with Law.** Vendor shall be responsible for reviewing and complying with all laws, regulations, and ordinances applicable to its installations and operations.

**(j) Special Considerations Regarding Sea Turtles and Marine Mammals.**

**(1)** Vendor shall comply with all applicable provisions of the City of Vero Beach marine turtle protection ordinances, Code section 46-106 et seq., and state and federal laws pertaining to sea turtles and marine mammals.

**(2)** Vendor shall coordinate its activities with the Florida Fish and Wildlife Conservation Commission marine turtle permit holder (e.g., Indian River County Biologist/HCP Sea Turtle Coordinator) authorized to conduct nesting surveys.

**(3)** Operation and storage of Vendor Merchandise and equipment and operation of any lighting shall not occur on or near the beach between the hours of sunset and sunrise during the sea turtle nesting season (March 1 through October 31).

**(4)** Transport or placement of Vendor Merchandise or equipment on the beach during sea turtle nesting season may take place only after the beach and travel area have been surveyed for sea turtle nesting activity and active areas are marked and avoided.

**(5)** Negative impacts to sea turtles, nests, or eggs found by Vendor or Vendor personnel, or any dead or injured sea turtles or dead or injured marine mammals found shall be reported immediately to the Florida Fish and Wildlife Conservation Commission at telephone number 1-888-404-3922 or \*FWC.

**(k) Licenses and Permits; Taxes and Fees.** Vendor shall obtain and maintain at its expense any and all licenses and permits required for its installations and operation of its business. Vendor shall be responsible for and timely pay to the appropriate authority all applicable taxes, fees, assessments, and other governmental charges legally assessed against Vendor's business or operations. Vendor is solely responsible for the collection and remittance of applicable Florida State Sales Tax due on all revenues collected by Vendor in its operations, pursuant to Florida Statutes and the Rules in Chapter 12 of the Florida Administrative Code (FAC) promulgated by the Florida Department of Revenue.

## EXHIBIT "A"

**(l) Concession License Fee Payments.** Vendor shall pay to the City a fixed percentage concession license fee of ten percent (10%) of the gross revenue from the sales of any and all services and items offered to customers in the Vendor's operations pursuant to the concession license ("License Fee"). For purposes of this paragraph, "gross receipts" excludes the applicable taxes collected by Vendor on its receipts and actually paid to the appropriate taxing authority by Vendor. In addition, a Florida Sales and Use Tax at the current rate of seven percent (7%) is due on all License Fee payments to the City. This tax is computed on the gross payment for the License Fee due the City and shall be paid with the License Fee payment. This tax must be separately stated on the Vendor's payment to the City. These payments shall be made on or before the twentieth (20) day following the end of each calendar month throughout the term of this Agreement or any extension thereof. All payments shall be presented, in the form of a cashier's check or certified check, payable to the "City of Vero Beach". In the event Vendor fails to pay any of the monies required to be paid under this Agreement within thirty (30) days after same shall become due, interest at the rate of 1.5% per month, or eighteen percent (18%) per annum, shall accrue against the delinquent payment(s) from due date until same are paid. Implementation of this provision shall not preclude City from terminating this Agreement for default for nonpayment, or from enforcing any other provisions contained herein.

**(m) Use of Vendor ATV by City.** In addition to the percentage license fee and other consideration provided for herein, Vendor agrees to provide as additional consideration to the City access to Vendor's ATV for use by City lifeguards during the hours of 9:00 A.M. to 5:00 P.M. daily or as otherwise coordinated with and approved by the City's Recreation Director from time to time. Vendor shall be responsible for any and all expenses for the ATV, including but not limited to expenses for operation, maintenance, and insurance.

**(n) Vendor Records.** Vendor shall keep true, complete and accurate accounts, records, books, and data, in accordance with generally accepted accounting procedures consistently applied, which shall, among other things, show all rental sales made and the gross receipts of the business done at its concession, as well as applicable taxes collected and paid on such receipts. Vendor shall, upon request, promptly furnish such financial and statistical reports as the City may from time to time require.

**(o) Insurance.** Vendor shall procure and maintain at all times comprehensive commercial general liability insurance against personal injury and property damage, with a company authorized to do business in the State of Florida, covering any and all claims for damages to persons and property as a result of or arising in any manner out of Vendor's operations, use of City property, and operation of Vendor's ATV. Such insurance shall have limits of coverage not less than \$2,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. Such insurance shall be primary to any other insurance. Vendor's insurance policies shall name City as an insured and shall be endorsed to include provisions for at least thirty (30) days advance notice to City by the insurer prior to any policy change, amendment, termination, or expiration of coverage. Vendor shall direct its insurance agent to provide City with a policy, an additional insured endorsement containing language no less restrictive than ISO Form CG 20 10 07 04 or ISO Form CG 20 33 07 04, and a certificate of insurance stating that all insurance coverage as required herein is in force effective no later than the Effective Date of this Agreement. Vendor shall also maintain workers' compensation insurance coverage as required by and pursuant to Florida law.

## EXHIBIT "A"

**(p) Assumption of Risk; Release and Indemnification.** For and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration given by City to Vendor, the receipt and sufficiency of which is hereby acknowledged, Vendor agrees as follows:

(1) Vendor accepts the condition of the Premises and all ingress and egress thereto as is and recognizes and hereby expressly and fully assumes all risks, known and unknown, which arise or might arise incidental to or in any way connected with the condition of, use of, or access to the Premises. Vendor acknowledges that the City has not made and makes no warranty of any kind whatsoever as to the condition of the Premises, the access thereto, or fitness thereof for any particular purpose. City shall have no liability whatsoever for theft, vandalism, or other damage or destruction of Vendor's Merchandise or other property.

(2) Vendor hereby releases and forever discharges the City, its elected officials, officers, employees, and agents (hereinafter "Released Parties") and agrees to indemnify and hold harmless the Released Parties from and against any and all liabilities, claims, demands, damages, actions, lawsuits, costs, and expenses, of any kind or nature whatsoever, including, but not limited to, costs of investigation and attorneys' fees and costs through trial and appeal, arising out of, incidental to, or in any way connected with the condition of the Premises or any improvement, installation, or equipment thereon or therein or arising out of, incidental to, or in any way connected with Vendor's operations, Vendor's use, occupancy, or maintenance of the City's premises or any improvement, installation, or equipment thereon or access thereto, the use or condition of Vendor's Merchandise or equipment, or any act or omission of Vendor or any Vendor employee, representative, agent, contractor, sub-contractor, guest, or invitee. IT IS UNDERSTOOD AND AGREED THAT THE FOREGOING RELEASE AND INDEMNIFICATION INCLUDES ANY AND ALL CLAIMS BASED ON THE NEGLIGENCE, ACTIONS, OR INACTION OF THE CITY OR ANY OTHER RELEASED PARTY AND INCLUDES ANY CAUSE OR CONDITION WHATSOEVER, AND COVERS, BUT IS NOT LIMITED TO, ANY CLAIMS FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE.

Vendor acknowledges that the foregoing assumption of risk, release, and indemnification are given by Vendor as part of the consideration for granting of the concession license under this Agreement by City and such concession license would not have been granted absent said covenants and conditions. Vendor further acknowledges that its potential liability is not limited to the amount of liability insurance coverage it maintains or to the limits of coverage required herein.

#### 4. Responsibilities of City.

**(a) Access to Premises.** City shall allow Vendor reasonable access to the Premises during City's normal business hours, subject to all ordinances, rules, and regulations governing City property and parks, for the purpose of Vendor's business operations.

## EXHIBIT "A"

**(b) Park Closures.** City will notify Vendor of any interruption in the hours of operation of the Premises by City such as any closure due to health or safety concerns and of any incident affecting Vendor's property of which City has knowledge.

**(c) Use of Vendor ATV.** City will restrict use of Vendor's ATV by City personnel to purposes of executing City lifeguard duties and responsibilities.

**5. Title to Vendor Property.** Vendor's property, including but not limited to any temporary structures, installations, Merchandise, and equipment of Vendor, shall remain the sole and exclusive property of Vendor, and nothing contained herein shall be construed to grant City any right, title or interest in said property except as provided herein for abandonment or subsequent agreement. Upon written request of Vendor, City, unless said property has been abandoned as provided herein, shall acknowledge in writing that it holds no right, title or interest in said property.

**6. Assignment; Successors.** Neither this Agreement nor any obligations or rights hereunder may be assigned or delegated at any time in whole or in part by either party without the other party's prior written consent. The obligations and rights under this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective trustees, receivers, successors and permitted assigns, including, but not limited to, any event of the sale or other transfer of Vendor or substantially all its assets, or its bankruptcy or receivership. Notwithstanding the foregoing, should City grant Vendor permission to assign or delegate any obligation or right hereunder, Vendor shall remain fully liable and responsible for each and every covenant and condition described herein.

**7. Waiver.** Any waiver of a breach of any term or condition herein contained shall not be deemed or considered a continuing waiver and shall not operate to bar or prevent either party from declaring a default for any succeeding breach either of the same term or condition or otherwise.

**8. Status of Parties.** Nothing in this Agreement or any attachment or addendum is intended nor shall be construed as in any way creating or establishing the relationship of copartners or joint venturers between City and Vendor. All persons employed, contracted, or otherwise retained by Vendor in connection with its activities and operations shall be responsible directly to Vendor and shall in no case be deemed to be employees, agents, sub-agents, contractors, or any relation whatsoever to the City.

**9. Notices.** Any notice required or permitted to be given hereunder shall be in writing and deemed to have been duly given: (i) upon delivery personally or by courier service such as FedEx or UPS to the address of the appropriate party; or (ii) upon receipt as evidenced by the appropriate form of the United States Postal Service after mailing by United States registered or certified mail, return receipt requested, postage prepaid to such address; or (iii) upon mailing if such registered or certified mail is refused by the recipient or unclaimed. All notices shall be given to the respective party at the address set forth below or at such other address as specified by written notice delivered in accordance with this provision.

**EXHIBIT "A"**

<b>For City:</b> City of Vero Beach City Manager 1053 20 <sup>th</sup> Place P.O. Box 1389 Vero Beach, Florida 32961-1389 Telephone: (772) 978-4710	<b>For Vendor:</b> Shark Bait International, Inc. 740 35 <sup>th</sup> Avenue SW Vero Beach, Florida 32968  Telephone: _____
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**10. Termination.** Either party may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least Thirty (30) days prior written notice of such termination. The City Manager shall have authority to exercise such discretion for the City. Upon termination or expiration of this Agreement, City shall allow Vendor reasonable access to the Premises during City's normal business hours for the purpose of removing Vendor's property, including but not limited to any structures, installations, Merchandise, and equipment of Vendor. Vendor will leave each location in as good a condition as it was at the inception of this Agreement, less normal wear and tear. Unless otherwise agreed by the parties in writing as may be approved by the City Manager, Vendor shall remove its property by the effective date of termination or expiration of this Agreement. Any of Vendor's property not removed by the termination or expiration effective date, or within such time as otherwise agreed by the parties, shall be deemed abandoned and City may remove or otherwise dispose of such abandoned property, without further notice to Vendor, in any manner deemed appropriate by City in its sole discretion and without liability to Vendor for such removal or disposal. All terms, conditions, and covenants of this Agreement, including but not limited to payment of the license fee by Vendor and Vendor's insurance and indemnification obligations, shall survive termination or expiration of this Agreement and remain effective and in full force during the time between the effective date of termination or expiration and the removal of Vendor's property from the Premises.

**11. Entire Agreement; Amendments; Severability.** This Agreement, together with its attachments and addendums, if any, is the entire agreement between the parties hereto, and no representations have been made or relied upon by either party except as contained herein or in the attachments or addendums hereto. The headings and titles contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement. Except as otherwise provided herein, no amendment or changes to this Agreement will be effective unless in writing, approved by the City Council, and executed by both parties. Unless a term or condition provided herein is specifically referenced and its amendment or waiver is acknowledged by the parties in writing, the terms and conditions of this Agreement shall be superior and prevail over any conflicting term contained in any addendum or attachment hereto or any document executed in furtherance of this Agreement. In the event any term or condition contained herein is held to be invalid by a court of competent jurisdiction, that invalidity shall in no way affect any other term or condition.

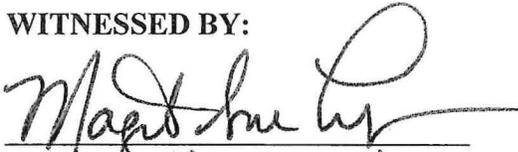
**12. Remedies; Dispute Resolution.** This Agreement shall be interpreted and enforced pursuant to Florida law. Venue for resolution of any dispute arising between the parties shall be in Indian River County, Florida. The parties shall first negotiate in good faith resolution of any dispute arising between them, failing which, the parties shall submit the dispute to non-binding mediation with a Florida Supreme Court certified civil mediator. The costs for such mediator shall be divided equally between the parties. Should mediation not resolve the dispute either

EXHIBIT "A"

party may thereafter seek resolution by any other means available at law or in equity. Each party shall bear their own attorneys fees in resolution of any claim or dispute. However, should any claim or litigation against City arise as to liability for any injury, death, or property damage due to or out of use or occupancy of the Premises, or any act or omission of Vendor or any Vendor employee, representative, agent, contractor, sub-contractor, guest, or invitee, Vendor's operations, or the condition or use of Vendor's Merchandise or equipment, Vendor shall be responsible for the cost of City's defense, including but not limited to City's attorneys' fees and costs through trial and appeal.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement on the dates entered below.

WITNESSED BY:



Print Name: Margaret Sue Lyon

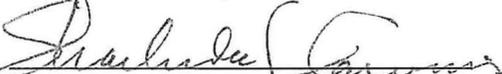
  
Print Name: CAMERON P. MCKENZIE

VENDOR:

SHARK BAIT INTERNATIONAL, INC.



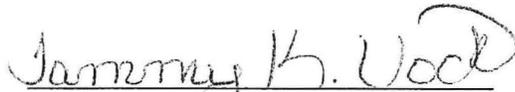
Scot G. Caviness, President

  
Shahnda J. Caviness, Vice-President

Date: 3/25/14

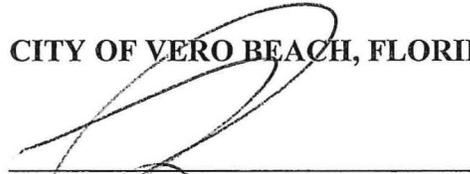
[Seal]

ATTEST:

  
Tammy K. Vock, City Clerk

[Seal]

CITY OF VERO BEACH, FLORIDA:



Richard G. Winger, Mayor

Date: 4/1/14

Approved as to form and legal sufficiency:

  
Wayne R. Coment, City Attorney

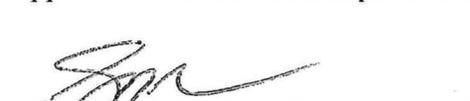
Approved as to technical requirements:

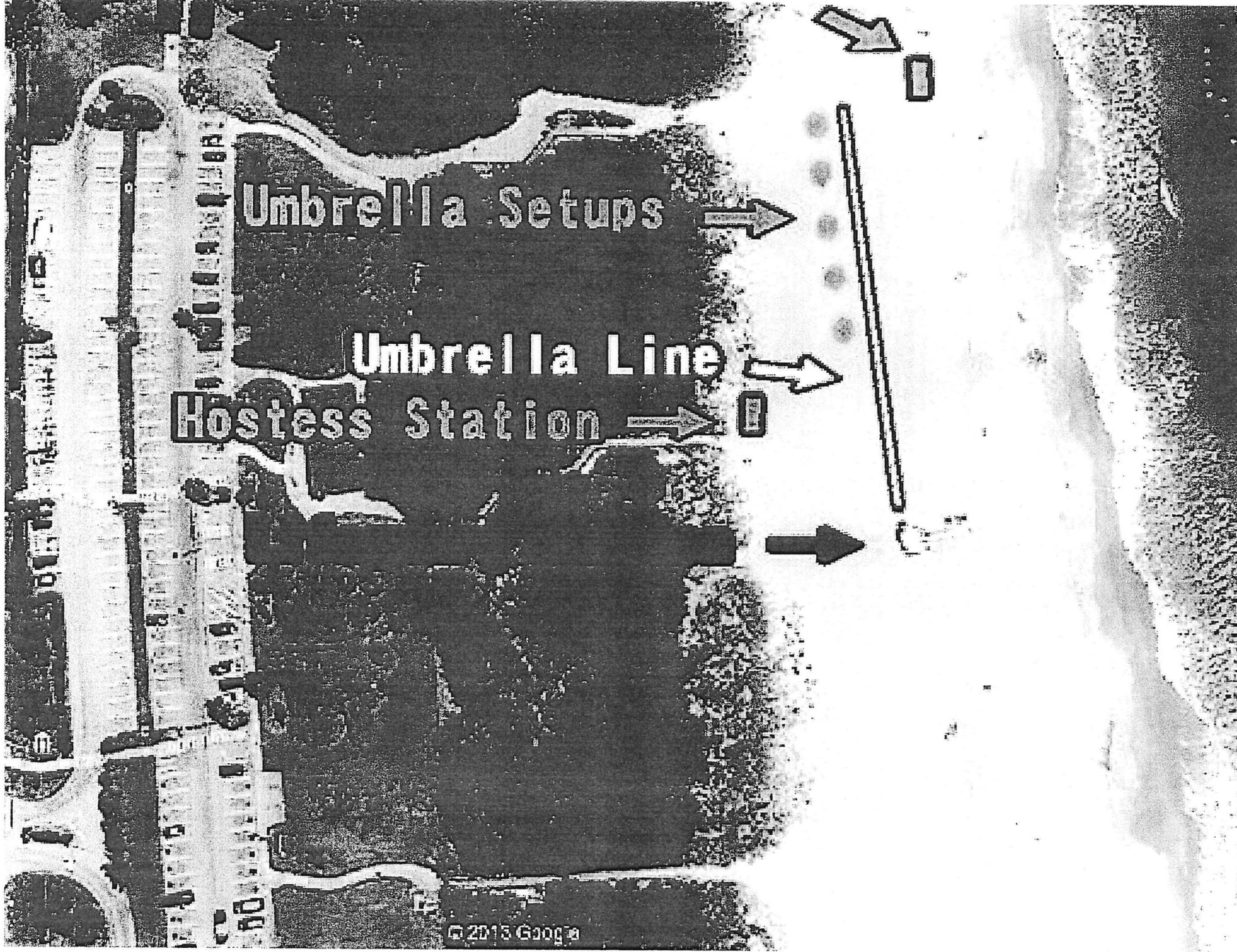
  
Robert L. Slezak, Recreation Director

Approved as conforming to municipal policy:

  
James R. O'Connor, City Manager

Approved as to technical requirements:

  
Cynthia D. Lawson, Finance Director



Umbrella Setups

Umbrella Line

Hostess Station



KAYAKS  
 Single hr. 10  
 Double hr. 20  
 Tandem hr. 25  
 Tours (includes 2 hrs. of gear) 65  
 Stand Up Paddle Boards  
 Rental hr. 25  
 Double hr. 35

**Kyhooka**  
 Single hr. 10  
 Double hr. 20  
 Tours (includes 2 hrs. of gear) 65  
**Snorkeling Gear**  
 Rental hr. 15  
 Half Day 40  
 Tours (includes 2 hrs. of gear) 80

8-A)

## **Recreation Commission**

### **Mission Statement**

The Recreation Commission shall advise and assist the City Council regarding the leisure needs and interests of the citizens. In its advisory capacity, the Commission shall conduct open public meetings as a means of identifying and delivering recommendations to the City Council concerning the extensive programs and usage of Parks managed by the City Recreation Department.

8-C)

UNIVERSITY  
OF  
CALIFORNIA

**SMART Goals:**  
A How to Guide

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## How to Write SMART Goals: A Guide for Managers and Employees

### What are SMART Goals?

- Statements of the important results you are working to accomplish
- Designed in a way to foster clear and mutual understanding of what constitutes expected levels of performance and successful professional development

### What is the SMART criteria?

<b>S</b>	<b>Specific</b>	What will be accomplished? What actions will you take?
<b>M</b>	<b>Measurable</b>	What data will measure the goal? (How much? How well?)
<b>A</b>	<b>Achievable</b>	Is the goal doable? Do you have the necessary skills and resources?
<b>R</b>	<b>Relevant</b>	How does the goal align with broader goals? Why is the result important?
<b>T</b>	<b>Time-Bound</b>	What is the time frame for accomplishing the goal?

### How do I decide the right scope for my SMART Goals? (How big? How many?)

SMART goals are meant to address all of your major job responsibilities. Remember, goals are intended to focus attention and resources on what is most important so that you can be successful in achieving your priorities. SMART Goals are goals for your day-to-day job.

- Common types of goals are to:
  - Increase something
  - Make something
  - Improve something
  - Reduce something
  - Save something
  - Develop someone (yourself!)

### Where to start?

1. Start by thinking about your whole job and the broad areas (or “buckets”) of responsibility and results for which you are accountable.
2. Develop a goal statement for each bucket. To get the scope right, remember to focus on end results not tasks.

3. Goals should be high level enough to encompass the core outcomes for which you are responsible, but specific and clear enough so you will be able to measure success.
4. Goals should be on-going job responsibilities and any new projects, assignments, priorities, or initiatives that are specific to this performance cycle.
5. Having too many goals can be an indicator that your goals are scoped at too low a level and are focused more on tasks than on end results.
6. If it seems that your goals are becoming too numerous and task-oriented, it may be helpful to consider combining several goal statements into a broader outcome area.

### **How to write your S-M-A-R-T goal**

#### **S – Specific**

When setting a goal, be specific about what you want to accomplish. Think about this as the mission statement for your goal. This isn't a detailed list of how you're going to meet a goal, but it should include an answer to the popular 'w' questions:

- Who – Consider who needs to be involved to achieve the goal (this is especially important when you're working on a group project).
- What – Think about exactly what you are trying to accomplish and don't be afraid to get very detailed.
- When – You'll get more specific about this question under the "time-bound" section of defining S.M.A.R.T. goals, but you should at least set a time frame.
- Where – This question may not always apply, especially if you're setting personal goals, but if there's a location or relevant event, identify it here.
- Which – Determine any related obstacles or requirements. This question can be beneficial in deciding if your goal is realistic. For example, if the goal is to open a baking business, but you've never baked anything before, that might be an issue. As a result, you may refine the specifics of the goal to be "Learn how to bake in order to open a baking business."
- Why – What is the reason for the goal? When it comes to using this method for employees, the answer will likely be along the lines of company advancement or career development.

- “S” actions may include:

Oversee	Update	Write
Coordinate	Upgrade	Process
Supervise	Develop	Provide
Manage	Create	Maintain
Plan	Implement	Reconcile
Support	Evaluate	Direct
Transition	Produce	Administer

- Note that this list does not include verbs like “improve,” “reduce,” or “increase” (e.g. “Improve customer service” or “reduce cost.” These imply the direction that you want a result to move in, but don’t do much to explain the role or specific action that you will take to accomplish this change.

### **M – Measurable**

What metrics are you going to use to determine if you meet the goal? This makes a goal more tangible because it provides a way to measure progress. If it’s a project that’s going to take a few months to complete, then set some milestones by considering specific tasks to accomplish. Milestones are a series of steps along the way that when added up will result in the completion of your main goal.

- As the “M” in SMART states, there should be a source of information to measure or determine whether a goal has been achieved.
- The M is a direct (or possibly indirect) indicator of what success for a particular goal will look like.
- Sometimes measurement is difficult and managers and employees will need to work together to identify the most relevant and feasible data sources and collection methods.
- Data collection efforts needed to measure a goal can be included in that goal’s action plan.
- Even if a perfect, direct measurement source is not immediately feasible for a given goal, the discussion about the desired end result (why this goal is important) and what the measurement options are (what success might look like) is an important and valuable part of performance planning.
- Measurement methods can be both quantitative (productivity results, money saved or earned, etc.) and qualitative (client testimonials, surveys, etc.).

- Some typical data types and data collection methods may include:

DATA TYPES	DATA COLLECTION METHODS
Quality/accuracy rates	Automated reports
Amounts produced	Audits, tests
Revenue generated	Surveys
Productivity rates	Work products, samples
Customer Satisfaction	Other documents

### A – Achievable

This focuses on how important a goal is to you and what you can do to make it attainable and may require developing new skills and changing attitudes. The goal is meant to inspire motivation, not discouragement. Think about:

- how to accomplish the goal,
- if you have the tools/skills needed,
- if not, consider what it would take to attain them.

### R – Relevant

Relevance refers focusing on something that makes sense with the broader business goals. For example, if the goal is to launch a new program or service, it should be something that's in alignment with the overall business/department objectives. Your team may be able to launch a new program, but if your division is not prioritizing launching that type of new programs, then the goal wouldn't be relevant.

### T – Time-Bound

Anyone can set goals, but if it lacks realistic timing, chances are you're not going to succeed. Providing a target date for deliverables is imperative. Ask specific questions about the goal deadline and what can be accomplished within that time period. If the goal will take three months to complete, it's useful to define what should be achieved half-way through the process. Providing time constraints also creates a sense of urgency.

### The Easiest Way to Write S.M.A.R.T. Goals

When it comes to writing S.M.A.R.T. goals, ask yourself and other team members a lot of questions. The answers will help fine-tune your strategy, ensuring the goals are something that's actually attainable. Utilize the template provided in the appendix as a guide.

This doesn't have to be a daunting experience; in fact, it should be quite illuminating. Below we demonstrate how to write S.M.A.R.T. goals for two typical business scenarios: completing a project and improving personal performance. We've also created an easy-to-use S.M.A.R.T. goals template and worksheet to help you get started.

### **Examples of Creating a SMART Goal**

Here are two examples of initial goals we'll use to walk through this process:

1. I want to complete a project
2. I want to improve my performance

This is a typical approach to creating goals, but both of these are very vague. With the current wording, the goals probably aren't going to be attainable. The statements lack specifics, timelines, motivation, and a reality check.

Now, let's use the S.M.A.R.T. goals formula to clarify both and create new and improved goals.

#### **Goal: I want to complete a project**

- **Specific:** Many people are accessing our current site from their mobile devices. Since it's not a responsive site, it provides a poor experience for customers. I want to launch a mobile app for my company website by the end of June, which requires involvement from software development, design, and marketing.
- **Measurable:** Creating a mobile app for our company site will require a lot of resources. To make it worthwhile, I'd like to have 50,000 installs of the site within six months of launch. I'd also like to show a 5% conversion rate from customers using the mobile site.
- **Achievable:** The departments that will be involved have signed-off on creating a mobile app. I'll need to manage the project and set milestones to keep everyone motivated and on target.
- **Relevant:** Improving the customer experience on mobile devices is a core initiative for my company this year.
- **Time-Bound:** In order to achieve 50,000 mobile app installs and a 5% conversion rate by the end of the fiscal year, the app will need to be launched by Q2 with a robust marketing campaign that should continue through the end of the year.

**Goal: I want to improve my performance**

- **Specific:** I received low marks on my ability to use PowerPoint at my last performance review. Improving my skills requires that I learn how to use PowerPoint efficiently and practice using it by creating various presentations. I'd like to be more proficient using PowerPoint in time for my next review in six months.
- **Measurable:** By the time of my next review, I should be able to create presentations that incorporate graphs, images, and other media in a couple of hours. I should also be able to efficiently use and create templates in PowerPoint that my coworkers can also use.
- **Achievable:** Improving my PowerPoint skills is instrumental in moving forward in my career and receiving a better performance review. I can set time aside every week to watch PowerPoint tutorials and even enroll in an online class that can teach me new skills. I can also ask coworkers and my manager for PowerPoint tips.
- **Relevant:** Working with PowerPoint is currently 25% of my job. As I move up in the company, I'll need to spend 50% of my time creating PowerPoint presentations. I enjoy my career and want to continue to grow within this company.
- **Time-Bound:** In six months, I should be proficient in PowerPoint ensuring it only occupies 25% of my workload instead of the nearly 40% of the time it occupies now.

Once you go through and write your goals according to each S.M.A.R.T. characteristic, you can then combine and consolidate all the work you've done into one S.M.A.R.T. goal.

**S.M.A.R.T. goal: I want to complete a project**

- **Description:** Improving the customer experience on mobile devices is a core initiative for my company this year, so we are going to create a mobile app. By the end of the fiscal year, there should be 50,000 installs of the mobile app we develop, and it should produce a 5% conversion rate. We'll build the mobile app in-house and launch it by the end of June with an app-related marketing campaign that will continue to the end of the year.
- **Milestone:** Mobile app launches end of June.

- **Deadline:** End of the fiscal year.

**S.M.A.R.T. goal: I want to improve my performance**

- **Description:** To grow in my career, I need to improve my PowerPoint skills. By taking online classes and reviewing tutorials, I'll improve my PowerPoint skills so that it only requires 25% of my work time.
- **Milestone:** Complete an online PowerPoint course in three months.
- **Deadline:** Next employee review in six months.

# Appendix

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**Template for writing a S.M.A.R.T. Goal**

Crafting S.M.A.R.T. Goals are designed to help you identify if what you want to achieve is realistic and determine a deadline. When writing S.M.A.R.T. Goals use concise language, but include relevant information. These are designed to help you succeed, so be positive when answering the questions.

**Initial Goal** (*Write the goal you have in mind*):

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**1. Specific** (*What do you want to accomplish? Who needs to be included? When do you want to do this? Why is this a goal?*)

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**2. Measurable** (*How can you measure progress and know if you've successfully met your goal?*):

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**3. Achievable** (*Do you have the skills required to achieve the goal? If not, can you obtain them? What is the motivation for this goal? Is the amount of effort required on par with what the goal will achieve?*):

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**4. Relevant** (*Why am I setting this goal now? Is it aligned with overall objectives?*):

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**5. Time-bound** (*What's the deadline and is it realistic?*):

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**S.M.A.R.T. Goal** (*Review what you have written, and craft a new goal statement based on what the answers to the questions above have revealed*):

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### More SMART Goal Examples

#### Ongoing

- Provide high quality customer service resulting in a 90% customer satisfaction rating from external customers on accuracy, timeliness and courtesy measures on an ongoing basis.
- On an ongoing basis, reconcile the department financial reports by the 15th of every month with no increase in reconciliation errors.
- On an ongoing basis, accurately process and dispatch 95% of high priority calls for police, fire and medical services.
- On an ongoing basis, dispatch 82% of high priority calls for police, fire and medical services within established timeframes.
- Resolve 90% of complaints through a collaborative process without need for formal mediation on an ongoing basis.
- Conduct education, monitoring and enforcement to ensure that 98% of agricultural and pest control businesses are in compliance with all pesticide regulatory requirements on an ongoing basis.
- Manage and support effective performance resulting in achievement of 75% of program and individual performance targets by the end of the fiscal year.
- Manage the department budget to stay within appropriations and accomplish 85% of service results by the end of the fiscal year.
- Coach and support my direct reports resulting in attainment of 85% of all performance plan goals and feedback from direct reports that I provided them with clear expectations, meaningful feedback and fair performance evaluations by the end of the fiscal year.

#### New Project/Performance Cycle-Specific

- By March 2011, develop and implement a customer service plan that results in department staff reporting that they are clear about expectations for excellent customer service and have the skills and support to perform at that level and that results in customers reporting that they receive excellent customer service.
- Transition to a new automated case management system with minimal affects on customer service by developing a training program that ensures all staff can process 30 cases per day no later than three months after the end of the training classes.
- Reduce overtime in the department from 150 hours per month to 50 hours per month by the end of the fiscal year with no increase in incident reports.
- Develop a quality improvement process for the sanitary sewer system that reduces the failure rate to 1% by 12/31/11.
- Create a partnership with at least 5 local cities to deliver two compliance-related training workshops resulting in \$\_\_\_ improvement in Net County Cost by 6/30/11.
- By 11/30/11, update the employee handbook to include a searchable intranet version that employees find easy to use and informative.
- Complete the Energy Watch Program to reduce countywide carbon emissions by 605 tons by the end of the fiscal year.

- Conduct outreach and education that reduces the amount of illegal dumping into the streets and drainage channels by \_\_% by June 30, 2011.
- Develop and implement vehicle replacement plan to increase the Average Fuel Economy to 30 Miles per Gallon by 2012 for Midsize and Compact Vehicles and to increase the average Miles per Gallon on the total fleet to 25 MPG by 2016.
- Implement Evidence Based Probation Service (EPBS) practices in order to reduce recidivism among participants by \_\_% by June 30, 2011.

#### Development Goals

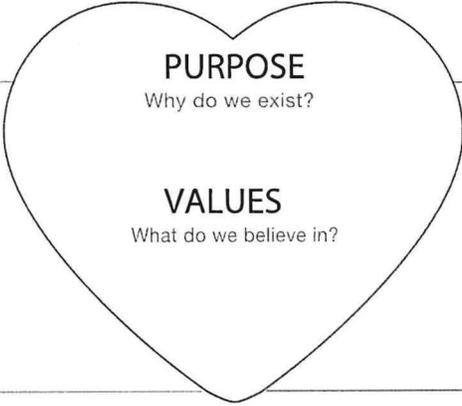
- By June 30, 2011, develop and apply upgraded computer skills that enable me to produce budget reconciliation reports each month in a timely and accurate fashion.
- Develop and practice my coaching skills so that my direct reports report that they feel more satisfied with their work and able to perform at a higher level and such that I achieve a 30/70 split between coaching and doing by June 30, 2011.
- By June 30, 2011, complete course work and attain a CSAC credential to enhance my skills as an effective leader as measured by feedback from my supervisor and the accomplishment of my performance plan goals.

# CULTURE DESIGN CANVAS

Design a workplace culture that propels you into the future.

Team name

Date

<p><b>DECISION-MAKING</b> How is authority distributed? What methods do we use to make decisions?</p>	<p><b>PRIORITIES</b> Select the top three strategic priorities using even over statements</p>	<p><b>RITUALS</b> What are our peculiar ways of starting, managing, and celebrating projects?</p>
<p><b>MEETINGS</b> How do we convene and collaborate?</p>	 <p><b>PURPOSE</b> Why do we exist?</p> <p><b>VALUES</b> What do we believe in?</p>	<p><b>FEEDBACK</b> How do we help each other learn and grow?</p>
<p><b>NORMS &amp; RULES</b> How do we clarify expected behaviors without hindering autonomy?</p>	<p><b>BEHAVIORS</b> What behaviors we punish?      What behaviors we reward?</p>	<p><b>PSYCHOLOGICAL SAFETY</b> How do we encourage everyone to speak up? How do we promote participation and candor over groupthink and silence?</p>



8-H

# Park Agencies Membership, Park Agency Association, Park Professional Member | National Recreation and Park Association

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 [nrpa.org/membership/](https://nrpa.org/membership/)

## Premier Membership Package

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With the Premier Package, your entire team can make the most of their NRPA membership through solutions such as professional development opportunities, research, advocacy, and networking.

[Read more](#)

## Standard Membership Package

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This special package rate includes three professional members working in an agency or other environments, such as universities, colleges, military base installations, hospitals, health clinics and not-for-profits.

[Read more](#)

## Individual Membership Packages

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Individual NRPA membership packages in NRPA provide timely information, superior learning and networking opportunities, advocacy support, grant opportunities, and discounts you cannot get anywhere else. With these resources, your membership quickly pays for itself.

[Read more](#)

## Supplier Membership Packages

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Are you a company (other than a non-profit organization) who wants to get your product or service in front of thousands of park and recreation professionals or stay abreast of NRPA member interests? If so, NRPA has two great membership options for you.

[Read more](#)

## Full List of Member Benefits

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NRPA member benefits cover education to networking, advocacy to grant programs, and so much more. NRPA supports you so that you can better support your community.

[Read more](#)

## Premier Member Calendar

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Celebrate parks and recreation all year long with this calendar highlighting NRPA Premier member agencies across the country. Hundreds of NRPA Premier members submitted photos of their parks, recreation centers, and special events, and 12 made it into the calendar!

[Read more](#)

## Membership

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The National Recreation and Park Association (NRPA) provides you with grant opportunities, professional development, networking, advocacy and many other resources to help you support your community. NRPA offers membership options for all types of park and recreation professionals. NRPA supports you so that you can better support your community.

- [Home](#)
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**NRPA** National Recreation  
and Park Association

*Because everyone deserves a great park*

## The National Recreation and Parks Association

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[Our Work](#)