

TRAILER ESTATES PARK & RECREATION DISTRICT

BOARD OF TRUSTEES WORKSHOP

October 2, 2023

MARK'S HALL
TRAILER ESTATES
1903 69TH AVENUE WEST
BRADENTON, FLORIDA 34207

Call To Order

Roll Call

Public Input (Limit 3 Minutes on Workshop Agenda Items only)

Reports from Standing Committees

Clubs & Organizations

Discussion Items Presented by Board & Staff (PP38)

1. Insurance Renewals - Fiscal Year 2023-2024 (Nickels)
2. Update Marina Lease Agreement - Remove PP22 (Trotter)
3. Replace PP46 - Use of Facilities - Marina (Trotter)
4. North Fence Replacement (Lombardi)
5. Stage Curtains Replacement (Lombardi)

Trustee Reports

Violation Report - No Action Required

Park Manager Comments

Unfinished Business

Adjournment

Trailer Estates broadcasts its Meeting live on Channel 732 inside the Community

Zoom Meeting Access: Time: October 2, 2023 09:30 AM Eastern Time (US and Canada)

Trailer Estates broadcasts its Meeting live on Channel 732 inside the Community

Meeting ID: 847 5787 5074

Passcode: 8ALL0h

Dial by your location

• +1 305 224 1968 US

• +1 309 205 3325 US

• Meeting ID: 847 5787 5074

Passcode: 473550

Find your local number: <https://us02web.zoom.us/j/84757875074>

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

Pursuant to Section 286.26, Florida Statutes, and the Americans With Disabilities Act, any handicapped person desiring to attend this meeting should contact TJ Miller at 756-7177, at least 48 hours in advance of the meeting, to ensure that adequate accommodations are provided for access to the meeting.

TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM PP 38

DUE IN OFFICE 10:30 A.M. MONDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda Insurance Renewals - Fiscal Year 2023-24

For Upcoming Meeting—Date October 2, 2023

Type of Meeting (check one): Workshop Board Meeting

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): _____

This is a renewal with our current vendor EGIS for Property & Casualty coverage. The Egis Package (and PGIT) include Auto Policy, Employment, & Public Official liability plus other coverages.


Costs/Estimated Costs: (Required if agenda item includes spending district money.)
Approx \$131,000. Funds are available in our insurance account.

Attachments: (Please attach any diagrams or pertinent information concerning this Agenda Item. Please list the attachments.) Spreadsheet

Trustee Treasurer Nickels

Date Submitted September 21, 2023

Chairman/Designee 

Office Manager/Designee: Date Posted 9/25/2023 Initials 

Trailer Estates Park and Recreation District

SEP 25 '23 AM 10:09

Deductibles	PGIT 2023-24 Proposal	FIA 2023-24 Proposal
Property - All Other Perils	\$2,500	\$2,500
Property - Named Storm	5% <i>Subject to min. \$35,000</i>	5% <i>Subject to a min. of \$10,000</i>
Property - Flood	\$2,500 Except Flood Zones A & V	\$2,500 Except Flood Zones A & V
Inland Marine	\$500	\$1,000
General Liability	\$0	\$0
Public Officials Liability	\$0	\$0
Employment Practices Liability	\$0	\$0
Auto Comprehensive / Collision	\$1,000	\$250 / \$1,000
Crime	\$1,000	\$1,000
Cyber	\$25,000	\$0

Property Coverages	PGIT 2023-24 Proposal	FIA 2023-24 Proposal
Total Insured Values (TIV)	Property: \$10,551,576 Inland Marine: \$1,112,000 Total: \$11,663,576	Property: \$7,735,662 Inland Marine: \$112,668 Total: \$7,848,330
Property Coinsurance (Penalty if not insured to % of actual value stated)	No Coinsurance Penalty	No Coinsurance Penalty
Flood	<i>Excluded</i>	Full Property Value* Excess of NFIP for Flood Zones A and V
Earth Movement	\$4,000,000	Full Property Value
Crime	\$100,000	\$100,000
Expediting Expenses	\$5,000	\$250,000
Debris Removal	Greater of \$250,000 or 25%	Greater of \$250,000 or 25%
Preservation of Property	\$250,000	\$250,000
TRIA	<i>Not Included</i>	Included

Liability Coverages	PGIT 2023-24 Proposal	FIA 2023-24 Proposal
General Liability - Overall	\$1,000,000	\$1,000,000
General Liability - Medical Payments	\$5,000	\$5,000
Public Officials Liability "POL"	\$1,000,000 <i>Retroactive Date 10/1/2023</i> <i>No coverage for prior acts</i>	\$1,000,000 / \$2,000,000 <i>No Retroactive Date -</i> <i>Full Prior Acts Coverage</i>
Employment Practices Liability (EPLI)	\$1,000,000 <i>Retroactive Date 10/1/2023</i> <i>No coverage for prior acts</i>	\$1,000,000 / \$2,000,000 <i>No Retroactive Date -</i> <i>Full Prior Acts Coverage</i>
Deadly Weapon Protection	\$1,000,000	\$1,000,000
Cyber (most coverages)	\$2,000,000 <i>Retroactive Date 10/1/2023</i> <i>No coverage for prior acts</i>	\$1,000,000 <i>No Retroactive Date -</i> <i>Full Prior Acts Coverage</i>
Cyber (social engineering)	\$250,000	\$250,000
Auto Liability	\$1,000,000	\$1,000,000

Package Premium	PGIT 2023-24 Proposal	FIA 2023-24 Proposal	Savings	
	\$105,794.00	\$79,374.00	\$26,420	25.0%

Workers Compensation	PGIT 2023-24 Proposal	FIA 2023-24 Proposal	Savings	
Limits: \$1,000,000 / \$1,000,000 / \$1,000,000	\$10,511 (estimated - not quoted) Payroll \$642,735	\$11,399.95 Payroll \$406,551	(\$889)	-7.8%

Flood Coverage	National General	National General		
	\$38,290.00	\$38,290.00		

Bond Coverage - Trustees				
	\$1,156.00	\$1,156.00		

Total Premium	PGIT 2023-24 Proposals	FIA 2023-24 Proposals	Savings	
	\$155,751.00	\$130,220.00	\$25,531	16.39%

**TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM PP 38**

DUE IN OFFICE 10:30 A.M. MONDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda Update Marina Lease Agreement - Remove PP 22

For Upcoming Meeting—Date October 2, 2023

Type of Meeting (check one): Workshop Board Meeting

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**


Rationale (for workshops)/ MOTION (for board meetings): Updated Trailer Estates Marina Lease Agreement attached, approved by District Counsel. We recommend the removal of PP 22 which was the actual Marina Lease, as they no longer need to be a Policy & Procedure.

Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**
none

Attachments: **(Please attach any diagrams or pertinent information concerning this Agenda Item. Please list the attachments.)** Updated Marina Lease Agreement

Trustee Chairman Trotter

Date Submitted September 25, 2023

Chairman/Designee 

Office Manager/Designee: Date Posted 9/25/2023 Initials 



TRAILER ESTATES
Park & Recreation District

Date:	Date:
Slip #	Slip #

REGISTRATION & VESSEL SLIP RENTAL AGREEMENT

Trailer Estates Park & Recreation District, P.O. Box 6298, Bradenton, Florida, 34281, Lessor, hereafter known as "District" does hereby let to the undersigned boat owner, hereinafter called "Lessee" one space for each boat as described below and which space shall be assigned by District at its discretion, subject to such rules and regulations as District may make from time to time respecting the use and rates thereof. It is understood by the Lessee that District residents have priority consideration over non-residents. Should a District owner require a slip leased to a non-resident, the non-resident will be required to leave their leased space at the end of their rental term. District will make every effort to relocate the Lessee.

LESSEE INFORMATION					
Name of Lessee					
Address					PO Box
City/State/Zip			Cell Phone		
Email			Home Phone		
Vessel Slip #			Slip Amount		
Vessel Description				Vessel Name	
Make/Model		Mfg. Year		Length	
Vessel Type (Circle One): Power Sail Houseboat Pontoon Other:					
Vessel Reg. State #					
<i>Lessee shall present boat registration at the time of Lease and at the time of any renewal. To the extent applicable, Lessee shall comply with all law related to reciprocity, including Section 328.58 FL Statutes.</i>					
VESSEL INSURANCE INFORMATION					
Insurance Carrier					
Insured's Name					
Agent Name			Phone #		
Agent Address					
City/State/Zip					
Policy #			Policy Exp. Date		

DURATION OF AGREEMENT: (please initial the applicable box)

ANNUAL _____ the term of this Agreement shall be for one year beginning with the date first above written in the upper right-hand corner of the first page of this Agreement.

- A. Upon the expiration of the 12 months, and each anniversary date thereafter, this Agreement shall automatically renew for an additional one-year term at the current posted annual dockage rate unless otherwise earlier terminated in accordance with this Agreement.
- B. After the initial one-year term, this Agreement may be terminated by either party, with or without cause, upon 30 days prior written notice.**
- C. Notice of the intent to terminate any renewal of this Agreement must be submitted a minimum of 30 days prior to the expiration of the initial or proceeding term of this Agreement.
- D. If Lessee terminates this Agreement after the renewal date, no refunds will be issued.
- E. Notice of intent to terminate this Agreement by Lessor shall be sent to the address stated above for such notice and notice of intent to terminate this Agreement by Lessee to Lessor shall be delivered to the Lessor's offices at the address specified on page 1 of this Agreement.

SEASONAL (6 Month Min.) _____ The term of this Agreement shall be for 6 months beginning with the date first above written in the upper right-hand corner of the first page of this Agreement.

- A. Upon the expiration of the 6 months, and each anniversary date thereafter, this Agreement shall automatically renew for an additional 6-month terms at the current posted annual dockage rate unless otherwise earlier terminated in accordance with this Agreement.
- B. After the initial 6-month term, this Agreement may be terminated by either party, with or without cause, upon 30 days prior written notice.**
- C. Notice of the intent to terminate any renewal of this Agreement must be submitted a minimum of 30 days prior to the expiration of the initial or proceeding term of this Agreement.
- D. If Lessee terminates this Agreement after the renewal date, no refunds will be issued.
- E. Notice of intent to terminate this Agreement by Lessor shall be sent to the address stated above for such notice and notice of intent to terminate this Agreement by Lessee to Lessor shall be delivered to the Lessor's offices at the address specified on page 1 of this Agreement.

1. **LEASE OF BOAT SLIP:** District hereby leases to Lessee and Lessee leases from District the boat slip located in the District marina (“Marina”) and allows Lessee to occupy the boat slip for the sole purpose of docking the above-described boat for the duration of this agreement, and for the permitted uses as set forth in Section 2 below. This Agreement is for the use of space only and such space is to be used at the sole risk of Lessee at all times. Lessee shall be solely responsible for the safety, care, and protection of Lessee’s boat, along with any and all gear, equipment and appurtenances at all times, and District shall not be liable for such safety, care or protection under any circumstances. This Agreement does not, nor shall it be construed to create a tenancy under Chapter 83, FL. Statutes. The parties agree that this Agreement does not constitute and shall not be construed as a residential tenancy.

2. **PERMITTED USES:** Lessee shall use the boat slip for the dockage of the above-described boat only. Lessee shall follow and be responsible for instructing all guests to follow District’s Rules and Regulations. This agreement is for the rental of the boat slip only. There is neither temporary nor permanent domain nor control exercised over the boat by the District. Any violations of the Rules and Regulations may result in immediate termination of Lessee’s slip rental and forfeiture of all deposits.

3. **RENTAL RATES:** Rates are based on the slip size for the boat described above. The right to use such slip space is not transferable. Lessee’s sale or replacement of boat registered on this document does not constitute grounds for the termination of this Agreement. Current rental rates are available on the District website (trailerestates.com) or in the District Office. The District may increase/decrease the rental rate at its own discretion on a yearly basis. Any renewals or extension of this lease will be at the rate in effect at the time of the extension/renewal. Fees remaining unpaid for 15 days beyond the effective date of any rental term shall incur a late charge of 10%. Fees more than 30 days in arrears will incur an additional late charge of 10% and result in termination of the Lease and require the subject vessel to be chained until payment in full is made. A storage fee of \$100.00 for residents and \$250.00 for non-residents 30 days or portion thereof will be assessed until full payment is received. Upon non-renewal and/or termination of the Lease by either party, the Lessee shall remove any boat or equipment from the dock space, prior to the end of the Lease. All rates must be paid in advance for the rental period.

4. **RULES AND REGULATIONS:** All District Rules and Regulations are expressly incorporated into this Agreement by reference herein. Lessee agrees to follow and comply with the Rules and Regulations and is solely responsible for ensuring that any and all invitees or guests abide the Rules and Regulations. In the event of any conflict between the Rules and Regulations and this Agreement, the provisions of this Agreement shall prevail. The Rules and Regulations are subject to change as determined at the sole discretion of the District, without notice. The current Rules and Regulations are available to the Lessee at the office and are posted on the Website (trailerestates.com) of the District. It shall be the responsibility of the Lessee to obtain and follow the current Rules and Regulations.

5. **RELOCATION**: District shall have the exclusive right and absolute discretion, to relocate Lessee's boat to another boat slip within the Marina to accommodate District's needs for the boat slip for any reason whatsoever. District shall use reasonable efforts to provide notice and minimize disruption and inconvenience to Lessee during any relocation. However, the failure to provide notice shall not be a breach of this Agreement nor shall it inhibit District's right to relocate Lessee's boat. Should the Lessee request the repositioning from one slip to another an appropriate fee will be charged.
6. **BREACH OF LEASE OR DISTRICT RULES/REGULATIONS**: Should a breach of this Agreement or violation of Rules and Regulations occur, this Agreement may be terminated, the Lessee given notice in writing and advised that they must remove boat immediately. District may remove the vessel from the space or chain lock the boat at the Lessee's risk and expense and retain possession of the leased space if the boat is not removed within 48 hours of the District providing written notice. At the District's discretion, Lessee may receive a prorated refund of rent already paid for any unused months (beyond the minimum) left on the lease minus a fee of 30% of the prorated refund.
7. **SALE OF VESSEL**: If the Lease is terminated as provided herein and the vessel and other property at the slip is not removed within 30 calendar days, the vessel and such property may be sold. The provisions of Section 328.17, FL Statutes, regarding non-judicial sale of vessels, shall apply to this Agreement. The Lessee covenants that the Lessee is the Lessee of the boat described above and hereby authorizes the District to proceed under Section 328.17, FL Statutes, after termination or non-renewal of this Agreement. The address of the Lessee shown above shall be used for any required notice to a Lessee.
8. **MAXIMUM OVERALL VESSEL LENGTH POLICY**: Boat length is defined as the overall length and includes any bow or stern pulpits, bowsprits, dinghies, davits, or outboard motors. This includes any attachment that affects the overall length of the boat itself. Vessel length is restricted to 5 feet over the published slip length established by the Marina.
9. **RETURNED CHECKS**: Lessee shall pay the Lessor a charge of 5% of the face value of the check or \$30.00, whichever is greater, for each check that is returned to the Lessor unpaid and any late charges, if applicable.
10. **LATE PAYMENT CHARGE**: Lessee shall pay to the Lessor a charge of \$50.00 if Lessee fails to pay the fee as set forth in the District's Marina rate card then in effect on or before the 10th day of each month. The foregoing fee is not a penalty but is to recompense the Lessor's administrative costs due to the failure of Lessee to make timely payment. Boats will not be launched if Lessee is not current in amounts due the Lessor pursuant to this Agreement or otherwise.

11. **DEFAULT**: Lessee shall pay all fees referenced herein on a timely basis. Failure to do so shall constitute a default of this Agreement and the Lessor may terminate this Agreement and exercise any of the remedies available in this Agreement or as provided by law. Nothing in this Agreement shall be construed as mandating the Lessor to waive its right for timely payment, nor shall the exercise of any provisions of this Agreement waive the Lessor's right to demand timely payment in the future.
12. **LIEN**: The Lessor shall have a lien against the subject boat, its appurtenances and contents for sums for dockage and rental, services provided to the boat, injury or damage caused or contributed to or by the boat or Lessee, including but not limited to damage to pier, piling, docks, wharfs, personal injury, damage to other boats or vessels, pollution by oil, its derivatives, or other hazardous materials, loss by sinking, collusion, fire, or other losses.
13. **REMOVAL AND STORAGE OF BOAT**: In the event the Lessor terminates this Agreement, and the boat is not removed as required herein, it is agreed that the Lessor may remove the boat to a storage site without incurring any liability to Lessee. Charges for storage of the boat will be at the daily transient dockage rate then in effect. Lessee is responsible for paying all reasonable expenses incurred by the Lessor in removing the boat and related property from the boat slip.
14. **LEASE OF BOAT SLIP**: The Lessor reserves the right to lease any vacated boat slip (either vacated voluntarily or involuntarily) described above to another Lessee without incurring any liability.
15. **LIMITATION OF LESSOR'S LIABILITY**: THE BOAT SLIP IS TO BE USED AT LESSEE'S SOLE RISK. LESSOR SHALL NOT BE LIABLE FOR THE CARE OR THE PROTECTION OF THE BOAT, INCLUDING GEAR, EQUIPMENT AND CONTENTS, OR FOR ANY LOSS OR DAMAGE OF WHATEVER KIND TO THE BOAT, GEAR, EQUIPMENT AND CONTENTS FOR ANY REASON WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LESSOR'S NEGLIGENCE. LESSEE HAS EXAMINED THE MARINA AND THE BOAT SLIP DESCRIBED IN THIS AGREEMENT AND ACCEPTS THE CONDITION OF THE MARINA AND BOAT SLIP AS BEING ADEQUATE AND SAFE FOR THE DOCKAGE OF THE SUBJECT BOAT. LESSEE IS RESPONSIBLE FOR DAMAGE TO OTHER BOATS, BUILDINGS, FENCES, DOCK STRUCTURES AND PILINGS CAUSED BY THE BOAT, LESSEE, HIS OR HER GUESTS, EMPLOYEES, INVITEES OR AGENTS, OR LESSOR, ITS EMPLOYEES, OFFICERS AND AGENTS, WHEN ACTING ON BEHALF OF THE LESSEE.
16. **INDEMNITY OF LESSOR**: LESSEE, FOR ITSELF AND ITS GUESTS, INVITEES, EMPLOYEES, AGENTS, HEIRS, SUCCESSORS AND ASSIGNS, HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR AND LESSOR'S EMPLOYEES AND AGENTS HARMLESS FROM (i) ANY AND ALL LIABILITY FOR LOSS OR DAMAGE TO THE BOAT, ITS GEAR, EQUIPMENT AND CONTENTS FOR ANY REASON, INCLUDING LESSOR EQUIPMENT FAILURE; (ii) ANY AND ALL LOSS, DAMAGE, LIABILITY, LEGAL ACTION OR CLAIM, OF ANY NATURE, ARISING FROM THE BOAT; AND (iii) ANY AND ALL LOSS, DAMAGE, LIABILITY, LEGAL ACTION OR CLAIM OF ANY NATURE ARISING OUT OF LESSEE'S USE OF THE BOAT AND THE MARINA FACILITIES, THE PRESENCE OF LESSEE'S BOAT, CAR OR PERSONAL PROPERTY AT THE MARINA, OR THE MOVING OF THE BOAT, EXCEPT TO THE EXTENT THAT SUCH

LOSS OR DAMAGE IS THE RESULT OF LESSOR'S GROSS NEGLIGENCE, WILLFUL OR WANTON MISCONDUCT. LESSEE'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATIONS SHALL APPLY EVEN IN INSTANCES WHERE LESSOR OR ANY THIRD-PARTY IS NEGLIGENT.

17. **DISCLAIMER:** LESSOR DISCLAIMS ALL IMPLIED WARRANTIES, AND LESSEE, FOR ITSELF AND ITS HEIRS, SUCCESSORS AND ASSIGNS, HEREBY RELEASES LESSOR FROM ANY AND ALL LIABILITY ARISING OUT OF ANY CLAIMED IMPLIED WARRANTY. IN THE EVENT OF ANY DAMAGE OR INJURY TO THE MARINA ARISING FROM THE ACTIVE OR PASSIVE ACTS, OMISSIONS OR NEGLIGENCE OF LESSEE, ALL EXPENSES INCURRED BY LESSOR TO REPAIR OR RESTORE THE PROPERTY SHALL BE PAID BY LESSEE ON LESSOR'S DEMAND.

18. **INSURANCE:** Lessee shall maintain in force, throughout the term of this Agreement, a comprehensive general liability insurance policy upon the Boat with minimum coverage amounts of one hundred thousand/three hundred thousand (\$100,000/300,000); and a fire and casualty insurance policy with coverage at full replacement value of the vessel. Lessor and its officers, agents, employees, and volunteers shall be listed as an additional insured on the foregoing policies. Lessee shall furnish evidence of such insurance to Lessor prior to the commencement of this Agreement. It is expressly agreed by Lessee that the Lessor is not and shall not be construed to be an insurer of Lessee's property loss or property damage to the boat, its motor, accessories, or contents due to fire, vandalism, theft, collision or any other casualty loss, and the Lessee waives its insurer's right of subrogation against the Lessor and its employees.

19. **AMENDMENTS:** Lessor reserves the right to alter or amend the terms and conditions of this Agreement from time to time by written notice sent by First Class Mail to the address indicated above for such notice 30 days prior to the effective day of said amendment.

20. **ASSIGNMENT AND SUBLETTING:** This Agreement cannot be transferred, sold, assigned, or subleased without the prior written permission of the Lessor. In the event Lessee sells the boat, the Lessor shall not be obligated to execute a new Agreement with the new boat owner.

21. **NOTICE:** Provisions of this Agreement providing for notice by First Class Mail shall be satisfied in the event the notice is returned if said notice is posted on the Lessee's boat.

22. **ENFORCEMENT/ATTORNEY'S FEES:** Lessor may enforce this Agreement through any of the remedial provisions contained herein in addition to any other legal or equitable remedies available to it at law or in equity. Lessor shall be entitled to recover all expenses, costs and attorney's fees incurred by it in order to enforce this Agreement. These fees and costs are recoverable in all proceedings, including fees incurred in administrative, bankruptcy and appellate proceedings as well as proceedings to determine entitlement to and reasonableness of such attorney fees and costs. Each party to this Agreement waives the right to a trial by jury of any matters arising under or relating to this Agreement.

23. **SEVERABILITY**: Each part of this Agreement is intended to be severable. If any term, covenant, condition, or provision of this Agreement is unlawful, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect and shall be binding upon the parties.
24. **GOVERNING LAW**: This lease is governed by the laws of the State of Florida and in the event of any dispute under this Agreement, venue shall be in the courts in and for Manatee County, Florida.
25. **SEVERE WEATHER AND OTHER EMERGENCIES**: Lessor expects Lessee to have made suitable arrangements for safe sheltered anchorage during severe weather, including but not limited to tropical storms or hurricanes, and Lessee warrants such arrangements have or will be made. Lessee may not assume that Lessor's premises will be safe, sheltered anchorage during such period. In the event of impending severe weather or an emergency, Lessor, in its sole discretion, reserves the right, but not the responsibility, to move or evacuate the boat or take such other actions as Lessor deems appropriate at Lessee's sole risk and expense. **UNDERTAKING TO MOVE OR EVACUATE THE BOAT SHALL NOT BE DEEMED AN ASSUMPTION OR RESPONSIBILITY FOR THE SAFETY, SECURITY, AND CARE OF THE BOAT BY LESSOR. LESSOR SHALL NOT BE DEEMED A BAILEE OF THE BOAT.** Lessee agrees to reimburse Lessor for any and all costs it incurs on Lessee's behalf in emergency situations.
26. **SECURITY OF THE BOAT**: Lessor assumes no responsibility for and shall not be liable for the care, protection, and security of the boat. Use of the boat slip or any other Marina facilities is at the sole risk of Lessee. Lessee acknowledges and agrees that Lessor shall not be liable to Lessee by reason of any intrusion, theft, vandalism, arson or other criminal acts of any kind or degree on or about the boat, whether on land or by water.
27. **SOVEREIGN IMMUNITY**: Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, FL Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
28. **WAIVER**: A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
29. **LESSEE'S MAINTENANCE AND RELATED OBLIGATIONS**: Lessee warrants and represents that at all times during the term of this Agreement, the subject boat shall be maintained in a safe and seaworthy condition by Lessee and shall be operated in a careful and safe manner so as not to cause damage to District's facilities, or to any other property, vessels, or persons. At all times. The subject boat will be equipped with a fully functioning battery turn-off switch. In the event that Lessee or its authorized representative is unavailable or is available but refuses to act, and if the

subject boat is in danger of sinking, becoming a fire, explosion or pollution hazard, or causing damage to District’s facilities or to any other property or person by reason of any unsafe or unseaworthy condition of the boat or otherwise, Lessee authorized the District to take appropriate action as the District shall determine in its sole discretion, including without limitation, making repairs to the boat or removing the boat from the Marina, at Lessee’s sole risk and expenses, to abate, mitigate and otherwise address the apparent danger and hazards. Lessee agrees to be bound by District’s actions and to be fully and solely responsible for all expenses and liability incurred thereof. LESSEE AGREES FURTHER THAT THE DISTRICT SHALL HAVE THE RIGHT, BUT NOT THE RESPONSIBILITY, TO DO ALL THINGS AND TO TAKE ALL STEPS NECESSARY TO REDUCE THE HAZARDS AND DANGERS THAT IN THE DISTRICT’S JUDGMENT APPEAR TO BE PRESENT OR FORESEEABLE. NOTWITHSTANDING THE ABOVE, NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY DUTY, OBLIGATION OR RESPONSIBILITY ON THE PART OF THE DISTRICT TO ACT IN SUCH CIRCUMSTANCES, AND NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY LIABILITY ON THE PART OF THE DISTRICT FOR FAILING TO ACT IN SUCH CIRCUMSTANCES.

By signature below, the undersigned Lessee affirms that he/she has personally obtained sufficient insurance to sustain any loss to the Marina and subject boat, and agrees to be bound by all terms, conditions, and penalties of this Agreement and the District’s Rules/Regulations.

In witness of this Agreement, the parties have signed it below on the dates set forth below their respective signatures.

LESSEE/AGENT #1 SIGNATURE & DATE

LESSEE/AGENT #2 SIGNATURE & DATE

WITNESS #1 SIGNATURE & DATE

DISTRICT REPRESENTATIVE SIGNATURE & DATE

TRAILER ESTATES PARK AND RECREATION DISTRICT
DOCK RENTAL AGREEMENT/LEASE PP22

Trailer Estates Park & Recreation District, P.O. Box 6298, Bradenton, Florida, 34281, Lessor, hereafter known as "District" does hereby let to the undersigned boat owner, hereinafter called "Lessee" one space for each boat as described below and which space shall be assigned by District at its discretion, subject to such rules and regulations as District may make from time to time respecting the use and rates thereof. It is understood by the Lessee that District residents have priority consideration over Non-Residents. Should a District owner require a slip leased to a Non-Resident, the non-resident will be required to leave their leased space at the end of their rental term. District will make every effort to relocate the Lessee.

Lessee Information: E-Mail: _____

Lessee's Name: _____

Street Address: _____ PO Box# _____

City: _____ State: _____ Zip Code _____

Home Phone: () _____ Cell Phone: () _____

Vessel Slip Number: _____ Annual Slip Amount: _____

Boat Name: _____ Boat Description: _____

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

Type: _____ Houseboat _____ Cruiser _____ Runabout _____ Pontoon _____ Sail

Registration State/No. _____ Lessee shall present boat registration at the time of Lease and at the time of any renewal. To the extent applicable, Lessee shall apply with all law related to reciprocity, including Section 328.58 Florida Statutes.

Vessel Insurance Information: Certificate of Insurance & Registration must be provided (NO EXCEPTIONS)

Insurance Carrier: _____

Insured's Name: _____

Agent Name: _____ Phone Number: _____

Agent Address: _____

City: _____ State: _____ Zip Code: _____

Policy No: _____ Policy Exp. Date: _____

Lessee must present proof of a minimum of \$100,000.00 boat liability insurance at the time of the lease, maintain it for the term of the lease and thereafter at each renewal.

Lessee Signature: _____ Date: _____

Commence Date: _____ Ending Date: _____

Adopted 6/6/04, Revised 10/4/04, 9/18/06, 10/2/06, 4/2/07; 3/15/10, 4/19/10, 2/21/11, Note Added 6/20/11, 10/17/11, 7/5/16, 11/2016, 3/20/17, 11/19/18, 12/5/22

RENTAL RATES: Rates are based on the slip size for the boat described above. This agreement is for the use of a boat slip space only, and the right to use such slip space is not transferable. Lessee's sale or replacement of boat registered on this document does not constitute grounds for the termination of this Agreement. If Lessee desires to transfer the slip to another boat owner, it must request District consent in writing. If the District consents, any new boat to occupy a slip may not be larger than the boat originally registered under this Agreement and the new boat's owner must enter a new slip rental agreement with District (but the original Lessee will not be relieved of its obligations hereunder.) Current rental rates are available on the District website (trailerestates.com) or in the District Office. The District may increase/decrease the rental rate at its own discretion on a yearly basis. Any renewals or extension of this lease will be at the rate in effect at the time of the extension/renewal. Fees remaining unpaid for fifteen (15) days beyond the effective date of any rental term shall incur a late charge of 10 percent (10%). Fees more than thirty (30) days in arrears will incur an additional late charge of 10 percent (10%) and result in termination of the Lease and require your vessel to be chained until payment in full is made. A storage fee of \$100.00 for residents and \$250.00 for non-residents per 30 days or portion thereof will be assessed until full payment is received. This lease and all provisions herein shall be automatically renewed for an additional six months' term unless a) the Lessee provides a 30-day written notice to District and removes the vessel prior to the expiration of the lease term; or b) the District provides thirty (30) days written notice to the Lessee, if the Lessee is not a property owner within the District and a property owner within the District desires to lease the District dock space and no other comparable dock space is available. Upon non-renewal of the Lease by either party, the Lessee shall remove any boat or equipment from the dock space, prior to the end of the Lease.

All rates must be paid in advance for the rental period. It is agreed that the minimum rental period is three months for District residents and six months for non-residents. District residents agree to pay the current dock space rental fee payable quarterly in advance.

TERMINATION OF LEASE: Should a breach of this agreement or violation of rules and regulations occur, this Lease Agreement may be terminated, the Lessee given notice in writing and advised that they must remove boat immediately. District may remove the vessel from the space or chain lock the boat at the owner's risk and expense and retain possession of the leased space. Lessee may receive a prorated refund of rent already paid for any unused months (beyond the minimum) left on the lease minus a fee of 30% of the prorated refund.

SALE OF VESSEL: If the Lease is terminated and the vessel and other property at the slip is not removed within thirty (30) days, the vessel and such property may be sold. The provisions of Section 328.17, Florida Statutes, regarding non-judicial sale of

vessels, shall apply to this rental agreement. The lessee covenants that the Lessee is the Lessee of the boat described above and hereby authorizes the District to proceed under Section 328.17, Florida Statutes, after termination or non-renewal of the lease. The address of the lessee shown above shall be used for any required notice to a lessee/owner.

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

ELECTRICAL/FRESH WATER: The power connection (110V) is for temporary use for battery charging and is not to be used for a continuous connection and not longer than 24 hours. The dock master is authorized to remove said connections after 24 hours of use. Lessee will be notified of said removal. If Lessee requests that the connection remain, the Lessee will incur a charge of \$5.00 per day until the connection is disconnected. Any and all electrical lines, fixtures, accessories etc., which are connected directly or indirectly to Marina provided electrical supply must conform to current U.S. Coast Guard regulations and/or applicable state and local electrical codes as may pertain to marinas. Fresh water service is available and is supplied at no charge to Lessee. It is required that water be shut off when the boat is unoccupied.

ADDITIONS OR ALTERATIONS: Additions or alterations of a slip or walkway are expressly prohibited unless approved in writing by the District. In the event District approves an addition or alteration, said addition becomes the property of the District upon its installation. All unauthorized additions or alterations will be removed.

SLIPS:

- a) Subleasing of slips, transfer of boats between slips or from one slip space to another, or leasing, renting or Chartering of boats, shall not be allowed except with written prior approval from the District. Commercial use of the marina by any

boat slip renter is prohibited.

- b) The District may reassign, for any reason and in its discretion the slip assigned to the Lessee, to a slip of equal or greater size. If the District requests, Lessee shall move Lessee's boat to a new assigned slip.
- c) Anyone that wants to move or exchange slips must notify District dock master and fill out a slip transfer form. If approved, there is a \$25.00 slip change fee.
- d) If you fuel in the Marina you must use a proper gas can. Fuel with extreme caution and report all spills to the District Office immediately.

MARINA RULES AND REGULATIONS: Lessee agrees to abide by the following general rules and regulations, and such additional regulations as may hereafter be published and or posted by the District.

- (a) The Dock Master has the sole discretion to determine the appropriate slip for the boat. As a part of this lease application a Verification Form For Boat Slip Rental is required. If the boat has not been measured by the Dock Master and it is found that the boat does not fit properly in the assigned slip, the renter agrees to remove the boat from the TE Marina or into another slip assigned by the Dock Master (if another slip is available). The boat (bow or stern) may not stick out more than 18 inches into the canal. The boat (bow or stern) must not come closer than 12 inches to the dock.
- (b) While occupying or cruising in the marina lease area no garbage, refuse matter, sewage or waste material of any type may be thrown, discharged, deposited or allowed to fall from any boat, car or dock into the water or upon the docks, slips, spaces or walkways. Nor will any dock, slip, walkway areas be used as a storage space for any gear or equipment unless loading or unloading the vessel. Fish cleaning shall only be done at the fish cleaning station.
- (c) Lessee is required to maintain equipment in working order; bilge pump, charged batteries, and extra lines stored in boat for emergency use.
- (d) District shall have the right to designate its agent or Dock Master to carry out duties required by this agreement and to enforce the provisions hereof.
- (e) Lessee are required (as a bare minimum) to utilize 6 dock lines; 2 fore, 2 aft and 2 Spring Lines – 1 front and 1 back. Dock lines must be maintained in good condition and must be replaced when they begin to show wear. Boats under 27' in length, must use at least 3/8" diameter dock lines. Boats 27'- 30' in length must use at least 1/2" dock lines. Dock master may require additional lines for safety. When departing, dock lines are to be placed on dock in a safe manner. No lines are to be left lying across walkways.
- (f) Lessee agrees that in case of emergency, the District may move the boat to any other docking space on a temporary basis.
- (g) Under no condition will anyone be allowed to overnight or live aboard any vessel in the District marina.

- (h) Lessee is responsible for securing of boats, especially during hurricanes, high tides and heavy rains. Lessee is responsible for the care and protection of their boat. If an emergency occurs when a boat is in distress, or is in danger of sinking, and/or causing harm to another boat or the marina, an attempt to contact the owner will be made by the Dock master or Maintenance Supervisor and a minimum fee of \$60.00 and a maximum of \$210.00 for 2 hours may be charged. If the Lessee cannot be reached, the Dock master has the authority to pump out and secure the boat and a fee of up to \$210.00 for 2 hours will be charged to the Lessee. If the Dock master or Maintenance Supervisor extends beyond 2 hours, the Lessee will be charged an additional \$50 per hour (1 person) or \$100.00 per hour (2 persons). In no instance shall the Dock master or District be held responsible or liable for damages to the Lessee's vessel.
- (i) The gate to the ramp is open 8:00 a.m. to 5:00 p.m. Monday through Friday; and 8:00 a.m. to 12:00 noon on Saturday and closed on Sunday. The Dock Master has a key in case of emergency. Use of ramp is exclusively for District property owners, renter residents, non-resident dock renters, and District authorized agents
- (j) No boat shall be moored with the stern toward the perimeter seal wall.
- (k) Lessee and guests are required to "Curb Walk" their "Pets" on American Way only. No pets are allowed on the marina property without a leash.
- (l) Lessee shall abide by all rules and regulations established by the District from time to time.
- (m) No boat over 30' in length will be allowed.

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

IN WITNESS WHEREOF, the undersigned has read and understands the terms of this agreement.

Lessee Signature Required:

X _____ Date: _____

TRAILER ESTATES PARK AND RECREATION DISTRICT

BOARD AGENDA ITEM FORM PP 38

DUE IN OFFICE 10:30 A.M. MONDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda Replace PP 46 -Use of Facilities- Marina

For Upcoming Meeting—Date October 2, 2023

Type of Meeting (check one): Workshop Board Meeting

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): to discuss the updated Marina Rules as attached and replace PP 46.

Costs/Estimated Costs: (Required if agenda item includes spending district money.)
none

Attachments: (Please attach any diagrams or pertinent information concerning this Agenda Item. Please list the attachments.) Updated Marina Use of Facilities

Trustee Chairman Trotter

Date Submitted September 25, 2023

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

MARINA RULES AND REGULATIONS: Lessee agrees to abide by the following general rules and regulations, and such additional regulations as may hereafter be published and or posted by the District.

- (a) The Trailer Estates Marina is for the exclusive use of Trailer Estates Dock Lessee, their guests, and Trailer Estates property owners and renter residents, and their guests.
 - (b) The Dock Master has the sole discretion to determine the appropriate slip for the boat. As a part of this lease application a Verification Form 25A for Boat Slip Rental is required. If the boat has not been measured by the Dock Master and it is found that the boat does not fit properly in the assigned slip, the renter agrees to remove the boat from the TE Marina or into another slip assigned by the Dock Master (if another slip is available). The boat (bow or stern) may not stick out more than 18 inches into the canal. The boat (bow or stern) must not come closer than 12 inches to the dock.
 - (c) The boat ramp is open from 8:00 a.m. to 5:00 P.M. Monday through Friday, 8:00 a.m. to 12:00 noon on Saturday, and closed on Sunday. Use of ramp is exclusively for Trailer Estates property owners, renter residents, non-resident dock renters. When boat ramp is closed, the dockmaster will be contacted in cases of emergency.
 - (d) Fishing is permitted in designated areas only. Netting and Crabbing is not permitted anywhere in or around the Trailer Estates Marina.
- (b) While occupying or cruising in the marina lease area no garbage, refuse matter, sewage or waste material of any type may be thrown, discharged, deposited or allowed to fall from any boat, car or dock into the water or upon the docks, slips, spaces or walkways. Nor will any dock, slip, walkway areas be used as a storage space for any gear or equipment unless loading or unloading the vessel. Fish cleaning shall only be done at the fish cleaning station.
- (c) Lessee is required to maintain **VESSEL** equipment in working order; bilge pump, charged batteries, and extra lines stored in boat for emergency use.
- (d) District shall have the right to designate its agent or Dock Master to carry out duties required by this agreement and to enforce the provisions hereof.
- (e) Lessees are required (as a bare minimum) to utilize 6 dock lines; 2 fore, 2 aft and 2 Spring Lines – 1 front and 1 back. Dock lines must be maintained in good condition and must be replaced when they begin to show wear. Boats under 27' in length, must use at least 3/8" diameter dock lines. Boats 27'- 30' in length must use at least 1/2" dock lines. Dock master may require additional lines for safety. When departing, dock lines are to be place on dock in a safe manner. No lines are to be left lying across walkways.
- (f) Lessee agrees that in case of emergency, the District may move the boat to any other docking space on a temporary basis.
- (g) Under no condition will anyone be allowed to overnight or live aboard any vessel

(h) Lessee is responsible for securing of boats, especially during hurricanes, high tides and heavy rains. Lessee is responsible for the care and protection of their boat. If an emergency occurs when a boat is in distress, or is in danger of sinking, and/or causing harm to another boat or the marina, an attempt to contact the owner will be made by the Dock master or Maintenance Supervisor and a minimum fee of \$60.00 and a maximum of \$210.00 for 2 hours may be charged. If the Lessee cannot be reached, the Dock master has the authority to pump out and secure the boat and a fee of up to \$210.00 for 2 hours will be charged to the Lessee. If the Dock master or Maintenance Supervisor extends beyond 2 hours, the Lessee will be charged an additional \$50 per hour (1 person) or \$100.00 per hour (2 persons). In no instance shall the Dock master or District be held responsible or liable for damages to the Lessee's vessel.

(i) The gate to the ramp is open 8:00 a.m. to 5:00 p.m. Monday through Friday; and 8:00 a.m. to 12:00 noon on Saturday and closed on Sunday. The Dock Master has a key in case of emergency. Use of ramp is exclusively for District property owners, renter residents, non-resident dock renters, and District authorized agents

(j) No boat shall be moored with the stern toward the perimeter sealwall.

(k) Lessee and guests are required to "Curb Walk" their "Pets" on American Way only. No pets are allowed on the marina property without a leash.

(l) Lessee shall abide by all rules and regulations established by the District from time to time.

**TRAILER ESTATES PARK AND RECREATION DISTRICT
USE OF FACILITIES: MARINA PP 46**

The Trailer Estates Marina is for the exclusive use of Trailer Estates Dock Renters and their guests, and Trailer Estates property owners and renter residents, and their guests.

The boat ramp is open from 8:00 a.m. to 5:00 p.m. Monday through Friday, 8:00 a.m. to 12:00 noon on Saturday, and closed on Sunday. Use of ramp is exclusively for Trailer Estates property owners, renter residents, non-resident dock renters, and Hix Marine. When boat ramp is closed, the dockmaster should be contacted in cases of emergency.

Fishing is permitted in designated areas only. Netting and Crabbing is not permitted anywhere in or around the Trailer Estates Marina.

**TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM PP 38**

DUE IN OFFICE 10:30 A.M. MONDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda North Fence Replacement

For Upcoming Meeting—Date October 2, 2023

Type of Meeting (check one): Workshop Board Meeting

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): to discuss
previously approved North Fence replacement.

Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**
Approx \$\$83,500. Funds are available in our Capital Outlay account.

Attachments: **(Please attach any diagrams or pertinent information concerning this Agenda Item. Please list the attachments.)** Spreadsheet, Survey. Quote

Trustee Trustee Lombardi TL

Date Submitted September 21, 2023

Chairman/Designee 

Office Manager/Designee: Date Posted 9/25/2023 Initials 

Trailer Estates North Fence Replacement Quote summary

	1776' 6'x6' White PVC	1776 6' White SB PVC	1776 6' Chain Link	375' 8' PVC
Allied Fence	63,929.00	80,705.00	82,745.00	21,395.00
B & B Fence	53,000.00	62,300.00	59,100.00	17,000.00
USA Fence	56,197.33	73,645.52	42,931.84	15,533.23
Surveying	4,500.00			
Fence row clearing	9,000.00			
Project Total Required				\$83,500.00

B&B FENCING SOLUTIONS INC

"FENCING DONE THE RIGHT WAY"

ACCESS CONTROL • PVC • ALUMINUM • WOOD • CHAIN LINK



SEP 25 '23 AM 10:07

Bradenton, FL
941-757-7296

NAME <u>Trailer Estates Park & Recreation</u>	
ADDRESS <u>6814 Canada Blvd</u>	
<u>Bradenton, FL 34207</u>	
EMAIL	PHONE
JOB NAME	
ADDRESS	

TOTAL HEIGHT 6' + 8'
 POST SPACING 6'
 FENCE STYLE PVC

- Top Rail of Fence to Follow Ground
 Be Level with Ground
 Be Level With Highest Grade

PROPOSAL <u>4/7/23</u>	DATE SOLD	SALESMAN <u>Anthony</u>	PERMIT <u>y</u>	LOCATES
------------------------	-----------	-------------------------	-----------------	---------

Install 1776' of 6' High White Privacy PVC Fence
 375' of 8' High White Privacy PVC Fence
 Tongue & Groove Style
 5" Post w/ Flat Caps
 All Post set in Concrete
 Permit Included
 \$70,000.- 6' High - \$53,000.-
 8' High - \$17,000.-
 Deposit 50%

Option
 Clearing Vegetation - \$9,000.-

CASH/CHECK PRICE: _____
DEBIT/CREDIT CARD PRICE: _____
I HEREBY ACKNOWLEDGE THE COMMENCEMENT OF THE WORK DESCRIBED ABOVE.
CUSTOMER _____ DATE _____

Location of property lines and/or damage to underground objects or utilities and obtaining building permits are the responsibilities of the owner. Unless specified, quotation do not include grading, brushing or jackhammer work, which are charged by the hour as needed. B&B Fencing Solutions Inc reserve the right to repossess all materials delivered to or installed on the job if payments are not made as specified. The customer agrees to hold B&B Fencing Solutions Inc harmless for all claims arising from questions of survey of said property, of location of said lines and from claims for personal injury, property damage or trespass from or by means of the installation of said fence materials, or responsible for loss due to wind, rain, flood or other natural causes. This proposal becomes a contract when accepted by both parties. Interest will be charged at 1 1/2 % per month on accounts over 30 days. Cost of collection and attorney fees, if any, will be added. Contract is based upon Lump Sum Contract Method.

ONCE PROPOSAL IS ACCEPTED PLEASE PAY UPON COMPLETION

TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM PP 38

DUE IN OFFICE 10:30 A.M. MONDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda Stage Curtains Replacement

For Upcoming Meeting—Date Oct 2, 2023

Type of Meeting (check one): Workshop Board Meeting

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): _____

Discussion of replacing the stage curtains

Costs/Estimated Costs: (Required if agenda item includes spending district money.)
See attached quotes

Attachments: (Please attach any diagrams or pertinent information concerning this
Agenda Item. Please list the attachments.) _____

Trustee Todd Lombardi *TL*

Date Submitted 9/25/2023

Chairman/Designee *[Signature]*

Office Manager/Designee: Date Posted 9/25/2023 Initials *[Signature]*

Hile's Curtain Specialties, Inc.

2701 Success Drive
Odessa, FL 33556 US
(727)753-0600
<http://www.hilescurtains.com>

Proposal

ADDRESS

Trailer Estates

SHIP TO

Trailer Estates

PROPOSAL # 18023

DATE 09/22/2023

JOB NAME

Trailer Estates Stage Curtains

SALES REP

Pete

DETAILS

VALANCE, SIDE, AND REAR CURTAINS

Price to replace the Valance Curtains on existing hardware and to replace the Side and Rear Curtains on new ADC 140 walkalong track
Curtains fabricated from 14oz IFR Plateau Velour, Color TBD

QTY	RATE	AMOUNT
1	13,195.00	13,195.00

Estimates are good for 30 days.

Terms and conditions may apply.

SUBTOTAL	13,195.00
TAX (7%)	923.65
TOTAL	\$14,118.65

Accepted By

Accepted Date

Hile's Curtain Specialties, Inc.

2701 Success Drive
 Odessa, FL 33556 US
 (727)753-0600
<http://www.hilescurtains.com>

Proposal

ADDRESS

Trailer Estates

SHIP TO

Trailer Estates

PROPOSAL # 17933

DATE 07/03/2023

JOB NAME

Trailer Estates Stage Curtains

SALES REP

Pete

DETAILS

	QTY	RATE	AMOUNT
FRONT & VALANCE CURTAINS Price to replace the Front and Valance Curtains on existing hardware	1	5,960.00	5,960.00T
2nd TRAVELER CURTAINS Price to replace the 2nd Traveler Curtains on existing hardware	1	4,455.00	4,455.00T
MASKING CURTAINS Price to replace the Border, Side, and Rear Curtains on existing hardware	1	8,895.00	8,895.00T
TRACKS Price to replace the Front, 2nd Traveler, Side, and Rear tracks with new curtain tracks Front and Traveler Tracks to be ADC 170 rope operated tracks Side and Rear Tracks to be ADC 140 walkalong tracks Curtains fabricated from 14oz IFR Plateau Velour, Color TBD	1	5,830.00	5,830.00T

Estimates are good for 30 days.

Terms and conditions may apply.

SUBTOTAL	25,140.00
TAX (7%)	1,759.80
TOTAL	\$26,899.80

Accepted By

Accepted Date

Violation Summary

Trailer Estates Park & Recreation District

SEP 25 '23 AM 11:03

09/14/2023 - 09/15/2023

Prepared by
Trailer Estates Park & Recreation District

Executive Summary

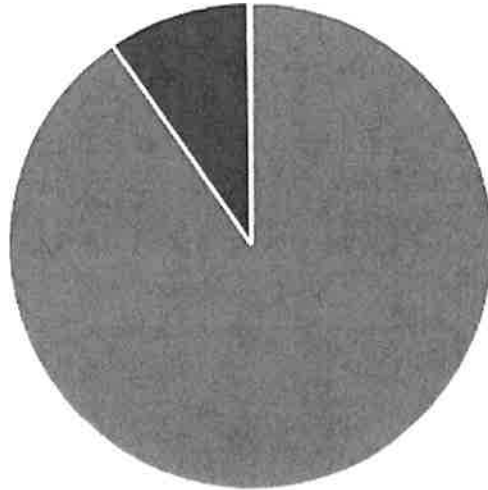
SEP 25 '23 AM 11:03

Properties	
Number of Properties with Violations	16
Total Violations	21
1st Violation	21

Violation Categories	
Property Maintenance - Deed Restrictions	19
Deed Restriction Article 11 & 12	2

Top Violations By Category

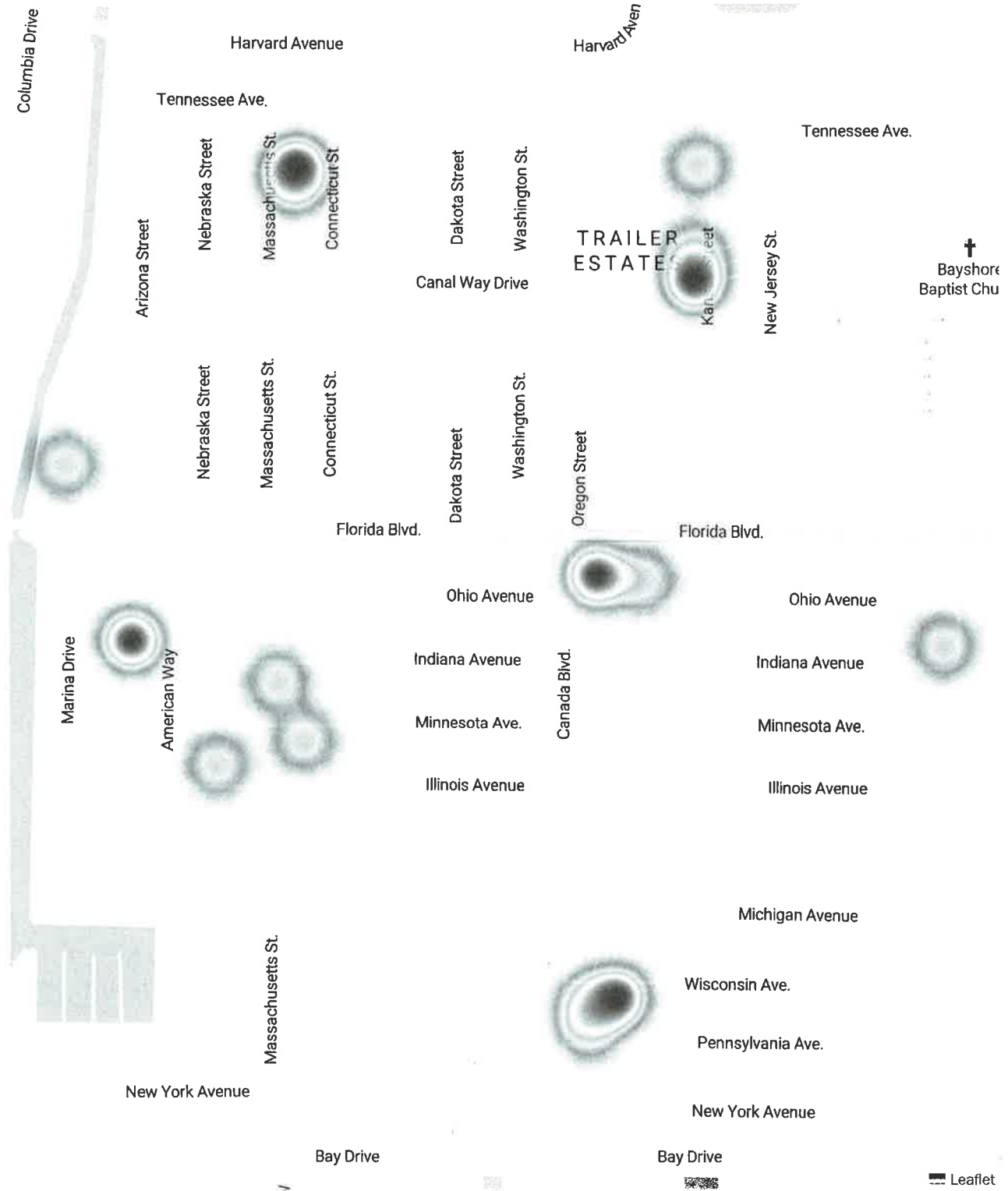
SEP 25 '23 AM 11:03



Property Maintenance - Deed Restrictions (19) Deed Restriction Article 11 & 12 (2)

Heatmap

SEP 25 '23 AM 11:03




Leaflet

1817 OHIO AVE Bradenton, FL
BEAUCHAMP BERYL D

SEP 25 '23 AM 11:03

2 Violations


 Open 09/14/2023 @ 10:50AM

1st Occurrence

Property Maintenance - Deed Restrictions: Building Repairs Required

Inspector Comment: Replace skirting on front of trailer ASAP

[view in dashboard >](#)

 Open 09/14/2023 @ 10:49AM

1st Occurrence

Property Maintenance - Deed Restrictions: Tall Grass, Weeds, or Unsightly vegetation


Inspector Comment: Remove weeds, brush, and tall grass from yard including around trees and bushes in garden area

[view in dashboard >](#)

SEP 25 '23 AM 11:03

2018 MINNESOTA AVE Bradenton, FL BERKSHIRE W ALLEN

1 Violation

 Open 09/14/2023 @ 9:38AM

1st Occurrence


Property Maintenance - Deed Restrictions: Grass, Weeds, Vegetation in Gravel/Paved/Paver Blocks

Inspector Comment: Remove vegetation and weeds from gravel areas

[view in dashboard >](#)

2205 INDIANA AVE Bradenton, FL CROWLEY JOHN

2 Violations


 09/14/2023 @ 10:29AM

Property Maintenance - Deed Restrictions: Building Repairs Required

Inspector Comment: Repair lattice on side of carport

1st Occurrence

[view in dashboard >](#)

 09/14/2023 @ 10:28AM

Property Maintenance - Deed Restrictions: Grass, Weeds, Vegetation in Gravel/Paved/Paver Blocks

Inspector Comment: Weeds and vegetation growing in and around trees, flower boxes, and backyard areas.


1st Occurrence

[view in dashboard >](#)

1814 WISCONSIN AVE Bradenton, FL
EUSTACE ROBERT H

SEP 25 '23 AM 11:04

2 Violations


 09/14/2023 @ 9:24AM

1st Occurrence

Property Maintenance - Deed Restrictions: Grass, Weeds, Vegetation in Gravel/Paved/Paver Blocks

Inspector Comment: Remove vegetation and weeds from gravel areas in front yard

[view in dashboard >](#)

 09/14/2023 @ 9:23AM

1st Occurrence

Property Maintenance - Deed Restrictions: Junk or Clutter on Property


Inspector Comment: Too much clutter and junk under carport around home in front yard.

[view in dashboard >](#)

6511 MASSACHUSETTS ST Bradenton, FL
HOFFNER ROBERT

SEP 25 '23 AM 11:04

1 Violation

 Open 09/15/2023 @ 9:26AM

1st Occurrence


Property Maintenance - Deed Restrictions: Junk or Clutter on Property

Inspector Comment: Junk and clutter all around trailer this property is in desperate need of repair

[view in dashboard >](#)

1818 WISCONSIN AVE Bradenton, FL
HOLDEN SHELLEY M

1 Violation

 Open 09/14/2023 @ 9:20AM

Property Maintenance - Deed Restrictions: Grass, Weeds, Vegetation in Gravel/Paved/Paver Blocks

SEP 25 '23 AM 11:04


1st Occurrence

[view in dashboard >](#)

1603 INDIANA AVE Bradenton, FL
LYON CLAIRE F

SEP 25 '23 AM 11:04

1 Violation

 09/14/2023 @ 10:36AM

1st Occurrence

Property Maintenance - Deed Restrictions: Tall Grass, Weeds, or Unsightly vegetation


Inspector Comment: Tall grass must be mowed regularly. Please maintain yard.

[view in dashboard >](#)

6509 MASSACHUSETTS ST Bradenton, FL
MACGYVER & MACGRUBER VENTURES LLC

2 Violations

SEP 25 '23 AM 11:04


 09/15/2023 @ 9:38AM

1st Occurrence

Property Maintenance - Deed Restrictions: Tall Grass, Weeds, or Unsightly vegetation

Inspector Comment: This property has high weeds around

[view in dashboard >](#)

 09/15/2023 @ 9:34AM

1st Occurrence


Property Maintenance - Deed Restrictions: Junk or Clutter on Property

Inspector Comment: This property has high weeds and grass and clutter and unsightly

[view in dashboard >](#)

1811 OHIO AVE Bradenton, FL
MICHAUD ELEANOR A

1 Violation

 09/14/2023 @ 10:42AM

Property Maintenance - Deed Restrictions: Grass, Weeds, Vegetation in Gravel/Paved/Paver Blocks

Inspector Comment: Please remove weeds and vegetation in graveled areas

SEP 25 '23 AM 11:04


1st Occurrence

[view in dashboard >](#)

SEP 25 '23 AM 11:04

2113 ILLINOIS AVE Bradenton, FL
NELSON JEROME WM

1 Violation

 09/14/2023 @ 9:43AM

1st Occurrence


Property Maintenance - Deed Restrictions: Tall Grass, Weeds, or Unsightly vegetation

Inspector Comment: Grass needs mowing in front yard

[view in dashboard >](#)

2106 INDIANA AVE Bradenton, FL NELSON RICHARD M

1 Violation

 Open 09/14/2023 @ 10:32AM

1st Occurrence


Deed Restriction Article 11 & 12: Unregistered Occupant

Inspector Comment: Renters occupying home without registering at office. Must register at office and fill out application forms with owner. Please correct immediately if the situation exists.

[view in dashboard >](#)

1817 PENNSYLVANIA AVE Bradenton, FL
REYNOLDS PAUL J

1 Violation

 Open 09/14/2023 @ 9:30AM

Property Maintenance - Deed Restrictions: Grass, Weeds, Vegetation in Gravel/Paved/Paver Blocks

Inspector Comment: Remove grass and weeds and any vegetation in graveled areas

SEP 25 '23 AM 11:04


1st Occurrence

[view in dashboard >](#)

SEP 25 '23 AM 11:05

6520 KANSAS ST Bradenton, FL
ROSS CHARLES G

1 Violation

 Open 09/15/2023 @ 9:55AM

1st Occurrence


Deed Restriction Article 11 & 12: Unregistered Occupant

Inspector Comment: This property has has not registered with the park office and has not registered their renter with the park office

[view in dashboard >](#)

6510 KANSAS ST Bradenton, FL
SORENSEN HANNELORE

1 Violation

 Open 09/15/2023 @ 9:41AM

1st Occurrence


Property Maintenance - Deed Restrictions: Tall Grass, Weeds, or Unsightly vegetation

Inspector Comment: This property has overgrown grass and high weeds

[view in dashboard >](#)

6524 KANSAS ST Bradenton, FL DLG INVESTMENT PARTNERS, LLC


2 Violations

 09/15/2023 @ 10:08AM

Property Maintenance - Deed Restrictions: Junk or Clutter on Property

1st Occurrence

[view in dashboard >](#)

 09/15/2023 @ 10:06AM

Property Maintenance - Deed Restrictions: Tall Grass, Weeds, or Unsightly vegetation


Inspector Comment: This property has overgrown growth, high weeds,

1st Occurrence

[view in dashboard >](#)

6622 Marina Drive Bradenton, FL
KELLY, MONICA L

1 Violation

 Open 09/14/2023 @ 10:57AM

1st Occurrence

Property Maintenance - Deed Restrictions: Tall Grass, Weeds, or Unsightly vegetation

Inspector Comment: Mow grass in yard back front and size ASAP and maintain your yard regularly

[view in dashboard >](#)