

TRAILER ESTATES PARK & RECREATION DISTRICT

BOARD OF TRUSTEES WORKSHOP

August 21, 2023

9:30 A.M.

MARK'S HALL  
TRAILER ESTATES  
1903 69<sup>TH</sup> 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. Rules & Reg Part E, Fines & Suspensions (Morris)
2. Updated Enforcement Committee Charge - PP11 (Dalton)
3. MPLC License - Possible Non-Renewal (Smith)
4. Copier/Printer Purchase & New Maintenance Contract (Morris)

Trustee Reports  
Park Manager Comments  
Unfinished Business  
Adjournment

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

Zoom Meeting Access: Time: August 21, 2023 09:30 AM Eastern Time (US and Canada)

Join Zoom Meeting

Meeting ID: 880 1988 9959

Passcode: 2MWr4Y

Find your local number: <https://us02web.zoom.us/j/88019889959>

Dial by your location

• +1 305 224 1968 US, • +1 309 205 3325 US, • +1 646 931 3860 US

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 Rules & Reg Part E, Fines & Suspensions

For Upcoming Meeting—Date August 21, 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): The Charter version of the Rules & Regulations did not match the Rules & Regulations Part E as written.


This re-write will correct the Procedure. The re-write also consolidates the fine classes.

Costs/Estimated Costs: (Required if agenda item includes spending district money.)  
N/A

Attachments: (Please attach any diagrams or pertinent information concerning this Agenda Item. Please list the attachments.) Rules & Reg Part E

Trustee Park Manager Morris

Date Submitted 08/09/2023

Chairman/Designee 

Office Manager/Designee: Date Posted 8/24/2023 Initials 

## **PART E: VIOLATIONS & FINES**

As of July 5, 2022 (Modified August XX, 2023) the Trailer Estates Park & Recreation District's (hereinafter, TE) Board of Trustees has adopted the following procedure for Violations & Fines for those who do not comply with the general rules and regulations governing the District as provided by general law, and to prescribe penalties for violations of such rules and regulations. These general rules & regulations refer to any Deed Restrictions, Rules & Regulations, and/or Policies & Procedures and apply to any property owner, renter, guest, or invitee.

### **Property Violation Procedure**

1. Upon receipt of complaint or observation of possible violation, Trustee and/or Park Manager will travel to property to inspect. If such violation exists, a report showing detailed findings of the inspection will be prepared. Digital photo(s) to show and document conditions will be taken, printed and dated, and attached to report (file). This written notice is considered the 1st Notice in notifying of a violation. The timeframe in which the violation(s) must be corrected will generally range from 3-30 days depending on the nature of the violation. The violations will be sent to the property address on file with the District and/or County Tax Rolls.
2. If no contact has been made by the owner, or the violation has not been corrected within the specified timeframe, the Park Manager/Trustee will follow up with a letter outlining the violation as a 2nd notice. This letter will generally give a shorter timeframe to correct the violation and warn that if not corrected further action may be required.
3. Again, If no contact has been made by the owner, or the violation has not been corrected within the specified timeframe, the Park Manager/Trustee will follow up with a letter outlining the violation as a 3<sup>rd</sup> and Final notice.
4. At this time, the District may post a 24 Hr. Notice on the property. If the violation still exists after the 24 hours, the Park Manager will get a quote from a maintenance contractor to complete the required corrective work or check if the work can be done in-house. The work will be completed by the maintenance contractor and or in-house staff. If projects that need to be corrected are unable to be done by the District or by hiring a Contractor, legal action may be considered as an alternative by vote of the Board of Trustees.
5. Once the corrective work is completed, staff will prepare a detailed invoice, including a 25% overhead charge, and send same to owner at the property address. Invoice(s) are required to be paid within 30 days. Invoices not paid within 30 days will accrue interest at the rate of 18% per annum and will be added to any estoppel or closing statements. Invoices not paid within 90 days may become a lien against the property. At Trailer Estates' fiscal year end, a statement will be sent to the owner at the property address reflecting the total amount remaining due including accrued interest.
6. At this point the Property may go to the Enforcement Committee for a properly noticed hearing. The Hearing will determine what (if any) Fines & Suspensions are warranted for the violations and then sent onward to the TE Board of Trustees for their ye or nay.

### **Non-Property Violation Procedure**

1. Upon receipt of complaint or observation of possible violation, Trustee and/or Park Manager will research issues as described or observed. If such violation appears to exist, detailed findings of the research will be placed in the file. Any Digital photo(s) to show and document issues will be taken, printed and dated, and attached to report (file). A written notice will be sent out and will be considered as 1<sup>st</sup> Notice in notifying of a violation. The timeframe in which the violation(s) must be corrected will generally range from 3-30 days depending on the nature of the violation. The violations will be sent to the property address on file with the District and/or County Tax Rolls.
2. If no contact has been made by the owner, or the violation has not been corrected within the specified timeframe, the Park Manager/Trustee will follow up with a letter outlining the violation as a 2<sup>nd</sup> notice. This letter will generally give a shorter timeframe to correct the violation and warn that if not corrected further action may be required.
3. Again, If no contact has been made by the owner, or the violation has not been corrected within the specified timeframe, the Park Manager/Trustee will follow up with a letter outlining the violation as a 3<sup>rd</sup> and Final notice.
4. At this point the Property may go to the Enforcement Committee for a properly noticed hearing. The Hearing will determine what (if any) Fines & Suspensions are warranted for the violations and then sent onward to the TE Board of Trustees for their yea or nay.

### **Renter, Guests, Invitees**

If the person(s) found violating the Deed Restrictions or properly promulgated rules & regulations of the District are a Renter, guest or invitee, their sponsor, host, or lessor shall be deemed as co-offender. They shall receive all notifications and communications as the offender, may participate in the penalty process, and shall be considered for any penalties or suspensions that may be imposed.

### **Enforcement/Compliance Committee Process**

1. The Park Manager/Trustee will properly notice an Enforcement Committee Meeting giving at least 14 days' written notice to the property owner and/or co-offender.
2. Minutes will be taken by a recording secretary.
3. Park Manager/Trustee will present violations case.
4. Committee may ask questions of the Park Manager/Trustee.
5. Respondent (property owner, renter, guest, or invitee) may present their case.
6. Committee may ask questions of the Respondent.
7. Public Input, 3 minutes on any Enforcement Committee Agenda item.
8. Committee may discuss the violation once a motion and a second is made.
9. Fines & Suspensions (if Any) will be forwarded to TE Board of Trustees for their approval.

### **Trailer Estates Board of Trustees**

At the next regularly scheduled meeting of the TE Board, the Board would vote on the Fines & Suspension as recommended by the Enforcement Committee (if any).

**PENALTY/FINE SCHEDULE**

Violation	Fine
Property Not Maintained- Grass, Junk, Unsightly Conditions, Weeds in Gravel, Etc.	\$100 Per Day
Boat, RV, Trailer Stored Improperly	\$100 Per Day
Improper "Signage", Political Signs, Real Estate Signs, Etc.	\$100 Per Day
Misuse of FOB	\$100 Per Day
Failure to Follow ARC Rules & Application Procedures (Includes Seawalls, Dockage, canal work, Frontage work, Etc.)	\$200 Per Day
Any Dumpster and/or Recycling rules not followed, remodeling debris placed in Dumpster, Debris placed on ground, Non-Recyclable Materials, etc.	\$100 Per Day
Failure to File Paperwork in order to live in Trailer Estates, Rent, purchase a home, maintain annual owner information, etc.	\$200 Per Day
Underage or Unregistered Occupant stays for more than 30 days, or any variation thereof	\$200 Per Day
Pool Violations	\$100 Per Day
Pets kept in a Non-Pet Section, Pet waste not picked up, Pet not on a leash at all times, any other Pet Related violations	\$100 Per Day
Any other violation of the TE Deed Restrictions, Rules & Regulations, and/or the Policies and Procedures.	\$100 Per Day
Fines May Not Exceed \$1000.00 Per Occurrence	

**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 Enforcement Committee Charge - PP11

For Upcoming Meeting—Date 08-21-2023

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 changes to the Enforcement Committee Charge - PP11 to bring them into compliance with the most recent Charter changes and Rules & Regs Part E: Penalties as discussed earlier in today's workshop.


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.)** Draft of PP11

Trustee Lori Dalton

Date Submitted 08-11-2023

Chairman/Designee 

Office Manager/Designee: Date Posted 8/14/2023 Initials 

**TRAILER ESTATES PARK AND RECREATION DISTRICT  
ENFORCEMENT COMMITTEE CHARGE PP 11**

5) Action — Next Board Meeting

- a. A motion will be made regarding the matter.
- b. The Board will confirm, reject or modify the Enforcement Committee's recommendation.
- c. Following the motion, the Chairman shall issue a written action to the offender reflecting the decision of the Board. The Chairman shall be authorized to consult with District Counsel in preparing this final written notice.

Penalties and Charges

Penalties that may be imposed (following the Penalty/Fine Schedule):

- 1. Follow the Enforcement Committee's recommendation.
- 2. Modify the Enforcement Committee's recommendation.

## TRAILER ESTATES PARK AND RECREATION DISTRICT ENFORCEMENT COMMITTEE CHARGE PP 11

### ENFORCEMENT COMMITTEE

An enforcement committee of at least three members, consisting of parcel owners, shall be appointed by the trustees. If an owner, resident, occupant, licensee or invitee receives a written notice of the issue that includes the Penalties and/or Fines with a date payment is required; they may dispute the violation/penalty/fine with the Enforcement Committee by requesting a hearing in writing. The role of the Enforcement Committee is to hold a hearing, providing the offender with at least 14 days notice and make a recommendation to the board regarding the proposed penalty/fine. The trustees will subsequently rule on the recommendation of the Enforcement Committee to either confirm, reject or modify any fine or penalty. Per day "continuing violation" fees may or may not be waived during this process. The entire Enforcement Committee Charge can be found in the Policies and Procedures.

### ENFORCEMENT COMMITTEE HEARING PROCEDURE

#### Procedures for Public Hearing to Review Conduct and Consider Penalties and Charges

- 1) Presentations to Enforcement Committee
  - a. Trustee shall explain circumstances that led to the penalty being imposed. (5 minutes)
  - b. Question/Answer Period: Enforcement Committee may pose questions to the Trustee.
  - c. Offender/Respondent (Person/Club Representative/Sponsor) shall provide information to the Enforcement Committee regarding the matter. (5 minutes)
  - d. Questions/Answer Period: Enforcement Committee may pose questions to the Offender/Respondent.
- 2) Public Comment (For those with first hand knowledge of circumstances)
  - a. Each member of the public shall be given one 3 minute opportunity to speak to the Enforcement Committee with their first hand knowledge.
- 3) Final Argument (3 minutes each segment)
  - a. Trustee shall summarize and present rules that have been violated. Trustee shall make recommendation to the Enforcement Committee "...penalties, if any, that may be imposed upon the offender(s)".
  - b. Offender/Respondent shall speak to the matter of the violation and penalties.
- 4) Deliberation
  - a. Enforcement Committee will deliberate to determine if a violation occurred and if penalties are recommended (reviewing the nature and severity of the violation, and any previous occurrence(s), etc.



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 MPLC License - Possible Non-Renewal

For Upcoming Meeting—Date August 21, 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): Discuss pro's and con's for keeping the Motion Picture Licensing agreement.

Given the attendance for the movies has dropped here at TE over the years. Is there a better way to re purpose the budget for new events and activities like the Beach Party, Golf Cart Poker Runs, and Off Site activities. Cost of the License is expected to be in the \$2,500 range for the year.

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

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

Trustee Rod Smith Rod Smith

Date Submitted 8/8/2023

Chairman/Designee [Signature]

Office Manager/Designee: Date Posted 8/14/2023 Initials [Signature]

**manager@trailerestates.com**

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**From:** continuingrec@trailerestates.com  
**Sent:** Tuesday, August 8, 2023 8:24 AM  
**To:** manager@trailerestates.com  
**Subject:** MPLC license

Lee,

I talked to Veronica Lim at MPLC. She could not give me an exact amount what the renewal fee would be until early November. She said our renewal date is November 11. Her best guess is that there would be an increase of at least 10 %. Current fee was \$2,215. A 10% increase would make our fee approximately \$ 2,450.

In order to cancel, she recommends sending her an email at [vlim@mplc.com](mailto:vlim@mplc.com) and follow it with a letter.

Rod

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 Copier/Printer Purchase & New Maintenance Contract

For Upcoming Meeting—Date August 21, 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): Current machine is 5 years old with a Maint. contract that has risen steadily over the years. The Brother unit in our office requires expensive parts to get back into working order. We should only have a multi-function Printer/Copier/FAX/Scan unit to save per page printing costs and consolidate space for other office machines.


Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**  
\$3,045.00 for the new Copier, Maintenance Fees will drop considerably.

Attachments: **(Please attach any diagrams or pertinent information concerning this Agenda Item. Please list the attachments.)** Memorandum, Spreadsheet, Copier Specs Maintenance Agreement

Trustee Park Manager Morris

Date Submitted 08/10/2023

Chairman/Designee 

Office Manager/Designee: Date Posted 8/14/2023 Initials 


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TRAILER ESTATES PARK AND RECREATION DISTRICT  
MEMORANDUM

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TO: TRAILER ESTATES BOARD OF TRUSTEES  
FROM: LEE MORRIS, PARK MANAGER   
SUBJECT: COPIER PURCHASE  
DATE: 08/10/2023

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**Background:**

Our current Cannon Copier/Scanner is approximately 5 years old. We paid \$6,800.00 for at that time. There is a maintenance contract in effect with an annual 12% escalator for cost.

**Current:**

As Trailer Estates is a Special District, we qualify for State bid pricing which greatly reduces our costs. We asked our current vendor DEX Imaging and Cannon Solutions America to provide options to move forward at a lower cost.

**Recommendation:**

I have attached a Spreadsheet that compares the two bids. The price difference with the State bid is substantial. We recommend that we purchase the copier/printer/FAX/Scan machine from DEX Imaging in the amount of \$3,045.00 and to contract with them to provide Maintenance at the fees listed in the spreadsheet. The escalator in the new maintenance contract will be 5%.

Funds will be charged to the copier account.

Copier/Printer/Fax/Scan Bid

Trailer Estates

8/10/2023

Current Canon copier we own and is 6 years old, the Brother Printer next to it stopped working until it gets a new Fuser and Drum.

	From Dex Imaging	New Canon C359iF	From Canon Solutions
<b>New Canon C359iF</b>			
<b>State Bid Pricing</b>			
Purchase	\$ 3,045.00	Purchase	\$ 4,139.97
	<b>OR</b>	<b>OR</b>	
60 Month Lease	\$ 66.00 per month	60 Month Lease	\$ 450.12 per month
<b>Included Copies in Maint.</b>			
Base Maint.	\$ 25.00 monthly	Base Maint.	\$ 357.84
2176 B&W copies	Included monthly	4800 B&W copies	Included monthly
100 Color copies	Included monthly	5000 Color copies	Included monthly
<b>Overage Charged at</b>		<b>Overage Charged at</b>	
B&W copies	0.0085 each	B&W copies	0.0108 each
Color copies	0.065 each	Color copies	0.0612 each

<b>Current Maintenance Contract</b>	
<b>Included Copies in Maint.</b>	
Base Maint.	\$ 39.33 monthly
2500 B&W copies	Included monthly
0 Color copies	Included monthly
<b>Overage Charged at</b>	
B&W copies	0.0157 each
Color copies	0.1101 each



## Trailer Estates Park & Recreation District

### Proposed Solution

The recommended solution below has been chosen to exceed all the needs and requirements that you have requested.

## Product Description

### Canon imageRUNNER ADVANCE DX C357iF

Canon's comprehensive portfolio of imageRUNNER ADVANCE multifunctional printers and integrated solutions can help simplify the end user experience and management of technology; better control sensitive information and print-related costs; and help ensure that technology investments proactively evolve with changing needs.



#### Key Standard Features:

- 36 PPM B&W and Color Multifunction Product
- Copy, Scan, Fax and Print
- **Supported Media Sizes up to 8.5" X 14"**
- **Scan Speeds up to 200 ipm**
- 3 GB of RAM & 250 GB Hard Drive Standard
- 320 GB Hard Drive Standard
- **100-sheet Document Feeder**
- 100 Sheet Bypass Tray
- Customizable Touch Panel to fit your environment
- Standard Hard Disk Drive Overwrite

#### Additional Features Included:

- Cassette Feeding Unit-AJ1 (1-additional paper tray w/ Stand)

#### Purchase Price

**\$3,045**

#### 60 Month FMV Lease

**\$66**

#### Monthly Maintenance

**\$25**

- Includes 2,100 B&W and 100 Color impressions
- Overages billed at .0085 B&W & .065 Color
- Includes parts, labor and supplies

\*Includes delivery, Installation and training



# Canon



**Company Information**  
Trailer Estates Recreation District

**Bill To Address**

1903 69th Ave. W.  
Bradenton, FL 34207

**Contacts**

**Dex Imaging Sales Representative**

Name: Steve Miller  
Phone: (941) 552-0680  
Email: [steve.miller@deximaging.com](mailto:steve.miller@deximaging.com)

**A/P Contact**

Name: TJ Miller  
Phone: (941) 756-7177  
Fax:  
Email:



## SALES ORDER / SERVICE AGREEMENT

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### INSTALLATION for Trailer Estates Recreation District

Standard

- Site survey by DEX personnel
- Equipment delivered, preloaded and connected to customer network
- Training via DEX YouTube channel

White Glove - \$350 per device to be added to first invoice

- Site survey by DEX personnel
- Equipment delivered, preloaded and fully network integrated
- Hands on installation of required drivers and utilities
- Customization and testing of desired functionality with customer stakeholders
- Assistance with configuration of servers and infrastructure
- Customization of device or driver settings specific to customer workflow requirements
- Testing of the desired workflow and actively troubleshooting any workflow or integration challenges
- Training done by DEX personnel

**NOTE : White Glove option does not apply to production units**

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING LLC.

TERMS AND CONDITIONS ON THE FOLLOWING PAGES ARE AN INTEGRAL PART OF THIS CONTRACT.

DN-61150

Initials: \_\_\_\_\_





## Sales Order / Service Agreement

### Equipment Delivery Location

Trailer Estates Recreation District 1903 69th Ave. W. Bradenton, FL 34207	Equip. Contact: TJ Miller Phone:(941) 756-7177 Email:
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Serial#	ID#	ESP	B/W M.	Color M.	QTY	Admin
		Yes			1	

### Printer (Monthly)

Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
1	CPP Service	\$18.50	2176	0.0085	\$6.50	100	0.065
1	Canon imageRUNNER Advance DX C357iF A4 36ppm Color MFP Laser Printer						
1	Cassette Feeding Unit-AJ1						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

**Special Instructions For This Location: Administration Office**

TERMS AND CONDITIONS ON THE FOLLOWING PAGES ARE AN INTEGRAL PART OF THIS CONTRACT.

DN-61150



# EQUIPMENT SERVICE AGREEMENT TERMS AND CONDITIONS

### SCOPE OF COVERAGE

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX imaging, LLC's control (including acts of God or natural disasters) is not covered. In addition, DEX imaging, LLC may terminate this Agreement in the event that the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX imaging, LLC, or if parts, accessories, or components not authorized by DEX imaging, LLC are fitted to the equipment.

### DEX Industry Best

Guaranteed 4 Hour Response Time

### BUSINESS HOURS FOR SERVICE

Maintenance services shall be provided hereunder only during DEX imaging, LLC normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX imaging, LLC holidays and subject to change by DEX imaging, LLC.

### EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. We are not responsible for your network. It is agreed that if our support technician can connect a laptop computer directly to the equipment and print a test page, then the network communication functions of the equipment are considered operational. Any other network support to include re-establishing your network settings and/or connections after you have had computer work done or changed ISP's will be charged at prevailing IT rates.

### TERM

This Agreement shall become effective upon receipt and acceptance by DEX imaging, LLC and shall continue for 63 months, following date of first invoice. It shall be automatically renewed for successive one year periods.

5% X

**AUTOMATIC RENEWAL** This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 12% price increase over the prior period.

**TERMINATION** The Initial Term of this Agreement shall be as set forth above. In the event that DEX imaging, LLC terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

### CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DEX IMAGING, LLC with accurate and timely meter readings at the end of each applicable billing period through the use of a DEX IMAGING, LLC provided DCA(Data Collection Agent) during the Initial Term and all subsequent Renewal Terms. If a DEX IMAGING, LLC Patrol Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$125.00. If DEX IMAGING, LLC Patrol WiFi units are deployed, they must be returned upon termination of this Agreement or Customer will be billed \$50 per unit. If Customer does not allow the use of a DEX provided DCA, or if DEX provided DCA cannot detect a meter, then Customer is responsible for the manual reporting of meters on a timely basis.

### CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. A copy/print is 8.5" x 11". DEX imaging, LLC reserves the right to add a fuel surcharge of \$10 per month per device if the average cost per gallon of regular gas exceeds \$4.00.

### CUSTOMER CHANGES

Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX imaging, LLC also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX imaging, LLC to continue to service the Equipment. Customer must advise DEX imaging, LLC of any equipment movements not performed by DEX imaging, LLC via the portal at www.deximaging.com. This can be completed by selecting machine movement found within the service dropdown located on the site.

### ADDITIONAL EQUIPMENT

Any equipment added by Customer, subsequent to the commencement of this Agreement, will be added at the discretion of DEX imaging, LLC.

### EQUIPMENT REPLACEMENT

DEX imaging, LLC, at its sole discretion, reserves the right to replace any equipment covered by this Agreement with a comparable or appropriate model. Additional equipment supplied by DEX imaging, LLC will be governed by the contract type as delineated below.

### CONTRACT TYPES

COPIER – Service and Supplies

PREMIER – Service and Supplies for existing Customer devices. Replacement units supplied at the Customer expense.

PLATINUM – Service and Supplies for existing Customer devices as well as newly refurbished DEX imaging, LLC provided devices. Additional devices and replacement devices not deemed to be at end of life require a minimum number of prints in addition to the originally contracted base. DEX imaging, LLC supplied equipment will be added per the following schedule:

B/W Speed	Minimum Prints	Color Speed	Minimum Prints
11 to 22 PPM	1,000 / Month	10 – 30 PPM	250 / Month
23 to 50 PPM	2,000 / Month	Over 30 PPM	500 / Month
Over 50 PPM	5,000 / Month		

PLATINUM+ – Service and Supplies utilizing OEM toner and parts for existing Customer devices as well as new DEX imaging, LLC provided devices.

PLATINUM/PLATINUM+ Contracts Only: All equipment delivered by DEX imaging, LLC remains the property of DEX imaging, LLC. Any printer removed from service by DEX imaging, LLC, deemed to have reached the end of its useful life, will be replaced with a model of equal or greater value.

Upon termination of this Agreement, printers owned by DEX imaging, LLC must be purchased by Customer within thirty (30) days at a mutually agreed upon price or Customer must deliver the equipment to DEX imaging, LLC in good condition and repair to a location designated by DEX imaging, LLC within sixty (60) days. Any printers owned by DEX imaging, LLC which are not returned will be billed to the customer at replacement value.

### POWER REQUIREMENTS

Equipment under this Agreement must have a DEX imaging, LLC approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX imaging, LLC or an authorized agent of DEX imaging, LLC may not be covered under this Agreement.

### WAIVER OF JURY TRIAL

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.

### BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due, or removes or disables Patrol Monitoring Appliances: (1) DEX imaging, LLC may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX imaging, LLC cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX imaging, LLC shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis. If equipment is moved beyond DEX imaging, LLC's service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, taking into account the distance to Customer's new location and DEX imaging, LLC published rates for service on a "per call" basis.

### NO WARRANTY

Other than the obligations set forth herein, DEX imaging, LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX imaging, LLC SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

### CONSUMABLES

Toner cartridges will be shipped via electronic alerts generated by a DEX IMAGING, LLC approved Managed Print System. Manual orders can be placed for any units that do not report via the DEX IMAGING, LLC approved Managed Print System. A freight charge, in accordance with market conditions, will be added to the per impression rates shown on the front of this agreement. In a cost per impression contract, all unused consumable items remain the property of DEX. At contract termination, all unused consumable items, toner cartridges, developer, drums, etc. must be promptly returned to DEX IMAGING, LLC.

### MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed, and performed in the State. It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX imaging, LLC.



# APPROVALS

### Special Instructions

\*Trailer Estates Recreation District can elect to terminate the Service Contract on current Canon Copier ID# 266630 upon installation of this new Canon copier.

Amount Due (~~Pending Taxes~~):

\$3,045.00

**\*Tax Exempt**

DEX imaging, LLC Sales Associate

Name: Steve Miller

Date: 7/20/2023

### Approvals

I have read and agree to all terms and conditions contained in this document

DEX imaging, LLC.

Trailer Estates Recreation District

DEX imaging, LLC. Authorized Representative

Customer's Authorized Representative

Name:

Name:

Date:

Title:

Date:

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### Proposed Solution

The recommended solution below has been chosen to exceed the discussed needs and requirements. Canon's goal is to custom tailor your solution to meet your goals for the future.

## Product Description



### imageRUNNER ADVANCE DX C359iF

### Canon imageRUNNER ADVANCE DX C359iF

The Canon DX C359if will provide you with exceptional color and high quality black & white printing, copying, scanning and fax. Experience incredible productivity with your new Canon device by taking advantage of many standard abilities that are app driven. Just like your phone!

#### Standard Features:

- Print Speed of 36 PPM Color & B+W
- Supports media size up to 8-1/2" x 14"
- Cassette Module –Additional 550 sheet cassette
- Fax

#### Ask About Our Optional Solutions

- Mobile printing made easy
- Online forms built for functionality
- Safeguarding your printing solution
- Workflows for a flexible future
- Smart solutions for scanning to MS Word

<b>60 Month Lease:</b>	<b>\$450.12 per mo.</b>
<b>Purchase:</b>	<b>\$4,139.97 pls tax.</b>
• <b>Maintenance:</b>	<b>\$357.84 per mo.</b>

#### Monthly Maintenance Cost Per Image: FIXED

- 4800 B&W \$.01080
- 5000 CLR \$.06120
- Maintenance Includes Supplies (Toner), Parts, Labor, Delivery, Installation, Training and, MyCSA.com

**Andy Bonecutter**

Senior Account Executive

813.215.0093 | abonecutter@csa.canon.com | www.csa.canon.com

This Quotation does not constitute a binding offer and is provided for informational purposes only. Pricing in this Quotation is subject to change or correction. Canon Solutions America, Inc. ("CSA") will be legally bound only if and at such time as CSA enters into a separate agreement with you for the products and services described in this Quotation. Lease pricing will be subject to a lease agreement with CSA's affiliate, Canon Financial Services, Inc. ("CFS"). Any such separate agreements, including a lease agreement, will be governed by and subject to Contract Terms and Conditions, which are available for your review at [www.csa.canon.com/CUSTOMERDOCUMENTS](https://www.csa.canon.com/CUSTOMERDOCUMENTS). You are strongly encouraged to review those Contract Terms and Conditions carefully. As part of the separate agreement between you and CSA and CFS, you will be required to acknowledge that you have reviewed, and to agree to, the Contract Terms and Conditions.