

**BOARD OF TRUSTEES
REGULAR BOARD MEETING
June 19, 2023
9:30 A.M.
MARK'S HALL
1903 69TH AVENUE WEST
BRADENTON, FLORIDA 34207**

REGULAR MEETING

Call to order

Roll Call

Residents' comments and questions

Approval of minutes

Report of Treasurer

Approval of bills

Staff or Attorney Comments

Informational reports from Trustees

Park Managers Comments

Report(s) from standing committees

Old business

New business

Sea Wall Bonding – Continued Bond Counsel FY 23-24 Trim (Morris)

Approval of Direct Hire Staffing Company (Morris)

Purchase/Implement Deed Restriction Violation & Tracking Software (Morris)

Approve Large Hall Project Budget & Purchases (Morris)

Clubs & Organizations

Adjournment

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 941-756-7177, 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 Sea Wall Bonding - Continued Bond Counsel FY 23-24 Trim

For Upcoming Meeting—Date June 19, 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 Approve the engagement of Nabors & Giblin & Nickerson P.A. to assist with the continued implementation of the Sea Wall Special Assessment as discussed in the June 5, 2023 Workshop.

Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**
NTE \$6,000. We do not anticipate any in person visits by NGH to our meetings.

Attachments: **(Please attach any diagrams or pertinent information concerning this Agenda Item. Please list the attachments.)** Engagement Letter from Nabors & Giblin & Nickerson P.A.

Trustee Park Manager Morris

Date Submitted June 9, 2023

Chairman/Designee 

Office Manager/Designee: Date Posted 6/12/2023 Initials 

JUN 12 '23 AM 7:25

TALLAHASSEE
1500 Mahan Drive
Suite 200
Tallahassee, Florida 32308
(850) 224-4070 Tel
(850) 224-4073 Fax

**Nabors
Giblin &
Nickerson** P.A.
ATTORNEYS AT LAW

TAMPA
2502 Rocky Point Drive
Suite 1060
Tampa, Florida 33607
(813) 281-2222 Tel
(813) 281-0129 Fax

PLANTATION
8201 Peters Road
Suite 1000
Plantation, Florida 33324
(954) 315-0268

February 1, 2023

Via Electronic Mail

Trailer Estates Park and Recreation District
Mary Chandler, Treasurer
1903 69th Avenue West
Bradenton, FL 34207

Re: Proposal for Continued Imposition of Non-Ad Valorem Seawall Assessment Program

Dear Mary:

Below please find this firm's proposal to assist the Trailer Estates Park and Recreation District ("District") with the continued implementation and maintenance of a non-ad valorem special assessment for construction, reconstruction, and repair of the marina seawall (the "Assessment") located within the District for FY 23-24.

The following services would be provided by NGN:

- Task 1:** Advise the District on the legal requirements related to the continued imposition of the Assessment, including any judicial decisions or legislative actions that may affect or require modifications to the Assessment.
- Task 2:** Draft a proposed critical event schedule covering all necessary events related to the continued imposition of the Assessment.
- Task 3:** Draft the annual assessment resolution, as required pursuant to the procedural resolution adopted by the District in 2022, that conforms to the procedural resolution, the initial assessment resolution, and the final assessment resolution, already adopted. The annual rate resolution must be adopted no later than September 15, 2023.
- Task 4:** Draft any necessary published and mailed first class notices for the Assessment program in accordance with section 197.3632, Florida Statutes and the District's Charter.

Mary Chandler
February 1, 2023
Page 2

Task 5: Assist with the legal requirements for the adoption of the annual assessment resolution and certification of the assessment roll in accordance with section 197.3632, Florida Statutes, including: (a) the development of the first class notice or TRIM notice, (b) publication of the public hearing, and (c) certification of the assessment roll.

For the above-described services, NGN would be paid a lump sum fee in the amount of \$6,000, which would be paid in accordance with the following schedule:

50% June 2023
50% September 2023

The lump sum fee for professional services for this project does not include any on-site visits to the District by NGN staff. Meeting attendance may be arranged at our standard hourly rates:

Partners	\$300
Associates	\$275
Law Clerks/Assistants	\$75

In addition to legal fees, we would be reimbursed for actual costs incurred on long-distance telephone charges, travel expenses and overnight delivery charges. All travel expenses will be reimbursed in accordance with section 112.061, Florida Statutes, and photocopies will be billed at 25¢ per page.

If this arrangement is acceptable, please execute this letter agreement and provide me with a signed copy for my files. If you have any questions, please do not hesitate to contact me.

Very truly yours,



Evan J. Rosenthal

ACCEPTED AND AGREED TO:

By: _____
Trailer Estates Park and Recreation District

_____ Date

JUN 12 '23 4:17:23

**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 Approval of Direct Hire Staffing Company

For Upcoming Meeting—Date June 19, 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 approve HH Staffing as the Company that will provide Direct Hiring Services to fill the Office

Administrative Assistant position. Further, that the positions hourly rate be adjusted from \$21.63/hr to \$22.00/hr to start.


Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**
Not to Exceed \$9250 (20% of Annual Salary)

Attachments: **(Please attach any diagrams or pertinent information concerning this Agenda Item. Please list the attachments.)** Contract with HH Staffing Services

Trustee Park Manager Morris

Date Submitted June 9, 2023

Chairman/Designee 

Office Manager/Designee: Date Posted 6/12/2023 Initials 



MASTER AGREEMENT

between HH Staffing Services and Trailer Estates

JUN 12 '23 4:17:21

2910 University Parkway
Sarasota, FL 34243
Phone: 941.751.6262 Fax: 941.758.5424
www.hhstaffingservices.com

Page 1 of 3

Client: Trailer Estates
Address: 6814 Canada Blvd
City/State: Bradenton, FL 34207
Phone: #941-756-7177
Email: manager@trailerestates.com
Contacts: Lee Morris
Recruiter: Jessica Jensen
Agreement: Direct Hire, Temp to Hire Placement, Temp Assignments
Mark Up %: Direct Hire – 20%, Temp or Temp to Hire Placement – 70%
Start Date: 6/6/2023

Required - Invoicing Information:

WHEREAS, Trailer Estates or any of its affiliates (hereinafter jointly referred to as “Client”) desires to contract with HH Staffing Services for its temporary, temp-to-hire, and/or direct hire employment placement services; *and*

WHEREAS, the parties understand that from time to time Client may need a temporary employee on very short notice to HH Staffing Services, and prior to the execution of a written agreement for a particular placed employee; *and*

WHEREAS, the parties wish to enter into this Master Agreement that will generally govern all employees placed by HH Staffing Services with Client, and that while the wages paid to such employees will vary depending on their skill set, the following terms shall apply to all temporary, temp-to-hire, or direct hire employees placed via HH Staffing Services; *and* NOW, THEREFORE, the parties hereto agree to as follows:

1. Placement Fees

HH Staffing Services shall be entitled to payment of a service fee equal to 20% of the annual salary paid to a placed employee where:

- a. A temporary or temp-to-hire employee who has been employed as a temporary worker with Client via HH Staffing Services, and who is subsequently, hired by Client as a permanent employee for up to one year after the last date of temporary assignment; after a candidate works 560 hours there will be no fee (\$0); if client hires the candidate before 560 hours there will be a prorated fee based on the percentage of hours worked towards the 560 hours; and
- b. Client hires, without participation from HH Staffing Service, a prospective temporary or temp-to-hire employee within one-year of the prospect’s resume being presented by HH Staffing Services to Client. A prospect is someone not initially hired by Client as a temporary or temp-to-perm employee; and
- c. Placement of a direct hire employee with Client.

2. Guarantee

For hires under paragraphs 1(a) and (c), HH Staffing Services provides a conditional sixty-day guarantee of the entire placement fee for all temp-to-hire and direct-hire placements with Client. The sixty-day period begins on the first day of the temporary or direct-hire assignment. However, in the event that a temporary or temp-to-hire worker has been placed with Client prior to their direct-hire, the sixty-day period shall begin from the first day of the temporary or temp-to-hire assignment. Should the temp-to-hire or direct-hire employee leave or be terminated by client within the sixty-day period, Client shall be entitled to a 100% refund of the placement fee. Client, at its election, may request a refund of the placement fee or ask that HH Staffing Services apply their fees toward a replacement on that position.



MASTER AGREEMENT

between HH Staffing Services and Trailer Estates

2910 University Parkway
Sarasota, FL 34243
Phone: 941.751.6262 Fax: 941.758.5424
www.hhstaffingservices.com

Page 2 of 3

In no event shall this guarantee include situations that may arise from layoffs instituted by client or where the client files for bankruptcy protection under chapters 7 or 11.

To validate your temp-to-perm or direct-hire guarantee, payment of the permanent placement fee is due to HH Staffing Services within 14 (fourteen) days of the invoice date.

3. **Terms**

- a. Fees.
Fees for temporary and temp-to-hire employees are invoiced on a weekly basis for the previous week worked by the employee and are due and payable within 10 days from the date of invoice. Interest will be applied and due on these invoices after 30 days. Any account that reaches 60 days on an open invoice will result in removal of our employees until the past due invoices are paid.
Fees for permanent employees are invoiced on the date the employee begins work and are due and payable within fourteen days from the date of invoice.
- b. Venue and Choice of Law.
This agreement shall be construed in accordance with and governed by the laws of the State of Florida. This agreement shall be deemed to be entered into in Sarasota, Florida and performed in Florida.
- c. Attorney's Fees.
Should any dispute arise between the parties relating to or arising from this agreement, costs of litigation together with any reasonable attorney's fees incurred by the prevailing party shall be paid to the prevailing party, by the party designated by the Court.
- d. Adjustment of Placement Fees.
The above-noted placement fees based on the percentage of annual salary paid to employee are based on HH Staffing Services current standard fees. Should HH Staffing Services reduce its standard placement fees below the current schedule, the placement fees charged to Client shall be reduced accordingly. Conversely, should HH Staffing Services increase its standard fees above the amount noted herein, Client shall **not** be required to pay the increased fees. However, HH Staffing Services may increase its standard direct hire placement fees upon sixty days written notice to Client, and after said notice period Client shall be obligated to pay the increased fee.
- e. Payroll, Taxes and Insurance.
HH Staffing is responsible for paying the employees' wages, withholding applicable taxes, depositing payroll taxes with appropriate government entities, provide unemployment insurance and workers' compensation insurance, and handling unemployment and workers' compensation claims.
Insurance – Provider will maintain insurance coverage in the following minimum amounts:
 - General Liability - \$1,000,000 per occurrence; \$2,000,000 max
 - Worker's Compensation – Statutory limits. Employer's Liability Insurance for injury by accident, disease, and in the aggregate of \$1,000,000; \$2,000,000 max
 - Umbrella Liability – \$2,000,000, additional client coverage for above policies
- f. Acknowledgements.
"Client acknowledges and represents that it will be the sole supervisor of the temporarily placed employee(s), and that Client will ensure compliance with all OSHA requirements, including all required Injury and Illness Prevention ("IIP") Program coverage, providing of Personal Protection Equipment ("PPE") as needed, and up to date training. Further, Client warrants that it will immediately notify HH Staffing Services if Client is the subject of an OSHA investigation or is in violation of OSHA generally, including the nature of said investigation or violation."



MASTER AGREEMENT between HH Staffing Services and Trailer Estates

JUN 12 '23 AM 7:2

2910 University Parkway
Sarasota, FL 34243
Phone: 941.751.6262 Fax: 941.758.5424
www.hhstaffingservices.com

Page 3 of 3

Please sign and date below, thus indicating that you have an understanding of the agreement. Please return the signed copy to HH Staffing Services. HH Staffing Services will, in turn, sign and deliver via fax and/or mail a copy for Client's files.

HH Staffing Services	Date	Authorized Signer Trailer Estates	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 Purchase/Implement Deed Restriction Violation & Tracking Software

For Upcoming Meeting—Date June 19, 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 Approve the purchase and implementation of HOALIFE Software at a cost of \$2,495 yearly as discussed at the June 5, 2023 Workshop.

Costs/Estimated Costs: (Required if agenda item includes spending district money.) \$2,495/yr

Attachments: (Please attach any diagrams or pertinent information concerning this Agenda Item. Please list the attachments.) Email From HOALife outlining costs and terms.

Trustee Park Manager Morris

Date Submitted June 9, 2023

Chairman/Designee _____

Office Manager/Designee: Date Posted 6/12/2023 Initials [Signature]

manager@trailerestates.com

From: Tom Normand - HOALife <tom@hoalife.com>
Sent: Monday, May 22, 2023 2:17 PM
To: Lee Morris
Subject: HOALife Software Quote

Hello Lee,

Thank you for reaching out! It was great speaking with you about Trailer Estates.

As mentioned, our regular monthly pricing based on 1,400 units would be \$295 base fee for the first 500 units plus \$0.35/unit for the next 900 for a total price of \$610/month or \$7,320/year.

As mentioned, I would happily extend a courtesy discount to you for \$2,495/year (about 65% off).

Also, I would guarantee this price for at least 2 years -- though it would likely remain at this price long-term assuming my costs don't increase materially.

We look forward to working with you (again)!

Best,
Tom



Tom Normand
Founder
HOALife

 [833-462-5433](tel:833-462-5433)
 [HOALife.com](https://www.HOALife.com)
 tom@hoalife.com



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 Approve Large Hall Project Budget & Purchases

For Upcoming Meeting—Date June 19, 2023

Type of Meeting (check one): Workshop [] Board Meeting [x]

*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): These are the items That will be purchased to accommodate the Large Hall renovation. All work will be done by Maintenance staff except refinishing the floors. The stage curtains have a long lead time and will be ordered (deposited) and paid for in the next budget year.

Costs/Estimated Costs: (Required if agenda item includes spending district money.) \$28,000 Capital Outlay Budget \$28,000 Treasure Barn Donation

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

Trustee Park Manager Morris

Date Submitted June 12, 2023

Chairman/Designee [Signature]

Office Manager/Designee: Date Posted Initials [Signature]

Trailer Estates Large Hall

Refinishing Budget & Expenditures

Refinish Floor	\$9,200.00
Stage & Rear Wall Refinishing	\$9,000.00
Led Ceiling Lighting	\$4,000.00
Ceiling Tiles	\$11,850.00
Paint	\$2,950.00
Camera	\$4,500.00
Equipment Rental	\$3,000.00
Electrical Upgrades	\$2,500.00
Window Treatments	\$7,000.00
Contingency	\$2,000.00
Total Project	<u>\$56,000.00</u>

Funding Sources

Capital Outlay	\$28,000.00
Tresure Barn Donation	\$28,000.00
	<u>\$56,000.00</u>