

**TRAILER ESTATES PARK & RECREATION DISTRICT**

NOV 28 '22 AM 11:36

**BOARD OF TRUSTEES  
REGULAR BOARD MEETING  
December 5, 2022  
9:30 A.M.  
MARK'S HALL  
1903 69<sup>TH</sup> 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  
Report(s) from standing committees  
Old business  
New business  
    Approve Revisions to PP22  
    Approve Revisions to PP23  
    Approve Revisions to PP24  
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 BOARD OF TRUSTEES**  
**MOTION FOR ACTION OR RULES CHANGE**

Type of Motion

Action X  
Rules

Rule to be changed:

Page:

Section:

Paragraph:

Presented by: Mary Chandler

Date: December 5, 2022

Seconded by: \_\_\_\_\_

Date: \_\_\_\_\_

Passed: \_\_\_\_\_

Date: \_\_\_\_\_

Denied: \_\_\_\_\_

Date: \_\_\_\_\_

Tabled: \_\_\_\_\_

Date: \_\_\_\_\_

Other: \_\_\_\_\_

Date: \_\_\_\_\_

A MOTION AS FOLLOWS: Approve revisions to PP22 Dock Rental Agreement as discussed at the November 7<sup>th</sup> and November 21<sup>st</sup> workshop

Attachments:

Costs/Estimated Costs:

Trustees FOR

Trustees AGAINST

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.

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- 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 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 in the District marina.

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

- NOV 23 '22 AMB:17
- (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 BOARD OF TRUSTEES**  
**MOTION FOR ACTION OR RULES CHANGE**

Type of Motion

Action X  
Rules

Rule to be changed:

Page:

Section:

Paragraph:

Presented by: Mary Chandler

Date: December 5, 2022

Seconded by: \_\_\_\_\_

Date: \_\_\_\_\_

Passed: \_\_\_\_\_

Date: \_\_\_\_\_

Denied: \_\_\_\_\_

Date: \_\_\_\_\_

Tabled: \_\_\_\_\_

Date: \_\_\_\_\_

Other: \_\_\_\_\_

Date: \_\_\_\_\_

A MOTION AS FOLLOWS: Approve revisions to PP23 Storage Space Lease as discussed at the November 7<sup>th</sup> and November 21<sup>st</sup> workshop

Attachments:

Costs/Estimated Costs:

Trustees FOR

Trustees AGAINST



**TRAILER ESTATES PARK AND RECREATION DISTRICT  
RECREATIONAL VEHICLE, BOAT & TRAILER  
STORAGE SPACE LEASE PP 23**

**RULES/LEASE**

1. Spaces will be assigned on a "first come, first served" basis for the size lot required from the waiting list maintained by the Office Manager. When a space is offered to someone on the waiting list, he/she will be given two full working days to accept or reject the offer.
2. All storage spaces must be leased through the Trailer Estates Office. Storage Lot may only be leased to Property Owners and renters. Office Manager will notify Storage Lot Manager/Maintenance Trustee of the next available space and notify the next person on the waiting list.
3. Resident must meet with Storage Lot Manager/Maintenance Trustee to be assigned the appropriately sized space. Storage spaces shall be limited to boat on trailer, boat trailer, motor home travel trailer, vehicle towing trailer, utility trailer, cargo trailer, cars and or truck and total length cannot exceed storage space assigned. Storage Lot Manager will review PP23 Rules/Lease with the applicant and return PP25A – Verification Form For Storage Lot Rental to the Office Manager.
4. Trailer Estates has at its sole discretion to change or re-assign the leased space of a Lessee.
5. Commercial use of storage lot by lessee is prohibited. Sheds or other buildings are not permitted in the storage area. Stored items not owned by Lessee will be removed at the owner's expense including but not limited to towing of such items.
6. Lessee must provide and maintain a current address, phone number, current vehicle and/or boat registration on file in the Trailer Estates Office. Current vehicle and/or boat registration must be placed on the stored item for verification. **Failure to have up to date licensing and/or registration will result in those items being removed at the owners' expense, including but not limited to towing of such item.**
7. Invoices will be mailed 30 days prior to the effective date of the lease term. Lease will be paid in advance from the first of the month in which the space is assigned.
8. Leases remaining unpaid for fifteen (15) days beyond the effective date of any rental term shall incur a late charge of 10 percent (10%) of the annual lot rental. After 30 days, an additional late charge of 10 percent (10%) of the annual lot rental will be assessed and result in the termination of the

**TRAILER ESTATES PARK AND RECREATION DISTRICT  
RECREATIONAL VEHICLE, BOAT & TRAILER  
STORAGE SPACE LEASE PP 23**

Lease. The stored unit will be chained or removed. If removed it will be at the owner's expense including but not limited to towing of such item. If chained a storage fee of \$100 per 30 days or portion thereof will be assessed until full payment is received.

9. If the offer is accepted, the written lease application must be submitted and a full term's lot rental (either six months or one year), from the beginning of the month of the offer and must be paid within two days.
  - a. Trailer Estates will then give the applicant one month to present documentation of the required licensing of vehicles and registration. In the intervening time,
  - b. no item may be stored on the lot.
  - c. If applicant is unable to present the required documentation within the one-month grace period (Board can approve an extension for extenuating circumstances), Trailer Estates will prorate and refund any lot rental fee for the months remaining after the month in which applicant notifies Trailer Estates his/her inability to meet all lease requirements.
  - d. If a person on the waiting list rejects the offer in writing within the above two full working days, that person will remain at the top of the waiting list for an appropriately sized lot.
  - e. A person not responding in writing by the deadline will be removed from the waiting list. Faxes, e-mails, and bank transfers or wires will be accepted.
  - f. Trailer Estates will make a good faith effort to contact the person at the top of each waiting list using the phone number provided by the applicant. If the applicant cannot be reached, he/she will retain that position on the waiting list, but the next person will be offered the available space.
  
10. Lessee may terminate his/her full year lease at any time and will receive a prorated refund of rent already paid for any unused full months remaining on the lease.
  
11. Spaces leased under a six-month agreement will not be provided a refund if the item is removed prior to the lease term.
  
12. Trailer Estates Park and Recreation District shall not be financially responsible for any injuries to Lessee or their agents or from damages or theft of stored property. Lessee assumes full responsibility for damages or injuries caused by the Lessee or his/her stored property.

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**TRAILER ESTATES PARK AND RECREATION DISTRICT  
RECREATIONAL VEHICLE, BOAT & TRAILER  
STORAGE SPACE LEASE PP 23**

- 13. Nothing may be stored or left lying on the ground. Lessee shall keep the rented space clear of all debris and free of safety hazards. Blocks needed for stored items must be neatly stacked along fence when not in use.
- 14. All stored items must be aligned so as not to encroach upon adjacent spaces, must be situated starting at the back of the lot, centered between the markers or poles. Space markers and/or lot numbers may not be removed. Stored items shall be well maintained, i.e., no flat tires, torn or ripped tarps, etc.
- 15. Violations of any lease provisions will be given a 30-day notice to remedy. If not corrected within 30 days, violators will lose their rental space and will not receive a refund of any rent paid. Stored items must be removed by the owner, if not, the stored item shall be removed at the owner's expense including but not limited to towing of such item.

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

Lessee Signature Required:

X \_\_\_\_\_ Date: \_\_\_\_\_

**TRAILER ESTATES BOARD OF TRUSTEES**  
**MOTION FOR ACTION OR RULES CHANGE**

Type of Motion

Action X  
Rules

Rule to be changed:

Page:                      Section:                      Paragraph:

Presented by: Mary Chandler                      Date: December 5, 2022

Seconded by: \_\_\_\_\_ Date: \_\_\_\_\_

Passed: \_\_\_\_\_ Date: \_\_\_\_\_

Denied: \_\_\_\_\_ Date: \_\_\_\_\_

Tabled: \_\_\_\_\_ Date: \_\_\_\_\_

Other: \_\_\_\_\_ Date: \_\_\_\_\_

A MOTION AS FOLLOWS: Approve revisions to PP24 Canoe/Rack Lease as discussed at the November 7<sup>th</sup> and November 21<sup>st</sup> workshop

Attachments:

Costs/Estimated Costs

Trustees FOR

Trustees AGAINST

# TRAILER ESTATES PARK AND RECREATION DISTRICT CANOE/KAYAK RACK LEASE AGREEMENT PP24

Trailer Estates Park & Recreation District, P.O. Box 6298, Bradenton, Florida 34281, Lessor, hereafter known as Trailer Estates does hereby lease unto:

LESSEE'S NAME: \_\_\_\_\_, PHONE NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LESSEE, CANOE/KAYAK RACK NUMBER \_\_\_\_\_, TRAILER ESTATES BEACH

Commencing the first day of \_\_\_\_\_, \_\_\_\_\_ under the following terms and conditions:

1. Trailer Estates agrees to make the aforesaid canoe/kayak rack available to lessee for the sole purpose of storing the following described canoe/kayak, to-wit:

MAKE: \_\_\_\_\_

LENGTH \_\_\_\_\_

FLORIDA REGISTRATION NUMBER: N/A 16' and under or no motor \_\_\_\_\_

Lessee agrees to notify Trailer Estates in the event renter replaces canoe described with another Canoe/Kayak

2. Lessee agrees to pay the current District Rental Fee for said space annually. This space is meant to be for storage between uses and **not as permanent storage**. Rents remaining unpaid for fifteen (15) days past the due date will be charged 10% late fee of amount due. Rents more than thirty (30) days past due will be assessed an additional late charge of 10 percent (10%) and result in the termination of the Lease.

3. If fees are more than thirty (30) days over due the canoe or kayak will be removed to a storage area and space will be leased to next applicant. A storage fee of \$50 per each 30 days or portion thereof will be assessed until full payment is received.

4. Lessee agrees to keep this area clean and neat and to place trash in proper containers. Only designated vessel will be stored on the rack. No other items will be permitted to be stored on or around this area with the exception of a canoe dolly supplied by the Trailer Estates Canoe/Kayak Club.

5. Trailer Estates will not be responsible for the care or protection of Lessee's vessel, or for any loss or damage whatsoever.

6. Lessee shall not change, alter or add to this rack in any way.

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

Lessee Signature Required:

X \_\_\_\_\_ Date: \_\_\_\_\_