

**BOARD OF TRUSTEES
REGULAR BOARD MEETING**

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 Any Topic)
Approval of Minutes
Treasurer Report
Invoice Approval

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/Staff Final 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)
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 nu
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 [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): to approve the proposal from EGIS Insurance & Risk Advisors for Property & Casualty, Workers Compensation, Flood, and Trustee Bond insurances.

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.) Package

Trustee Treasurer Nickels

Date Submitted September 21, 2023

Chairman/Designee [Signature]

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



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Trailer Estates Park & Recreation District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Trailer Estates Park & Recreation District
P.O. Box 6298
Brdenton, FL 34281

Term: October 1, 2023 to October 1, 2024

Quote Number: 100123926

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	\$7,735,662
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	\$112,668

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<u>Valuation</u>	<u>Coinsurance</u>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:		
	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
<u>Coverage</u>	<u>Deductibles</u>	<u>Limit</u>
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery	\$2,500	Included
TRIA		Included

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM **\$64,354**

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	\$100,000	\$1,000
Theft, Disappearance or Destruction	\$100,000	\$1,000
Computer Fraud including Funds Transfer Fraud	\$100,000	\$1,000
Employee Dishonesty, including faithful performance, per loss	\$100,000	\$1,000

Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	1	\$1,000,000 \$0 Deductible	Included
Personal Injury Protection	5	Separately Stated In Each Personal Injury Protection Endorsement	Included
Auto Medical Payments	2	\$2,500 Each Insured	Included
Uninsured Motorists including Underinsured Motorists	2	\$100,000	Included
Physical Damage Comprehensive Coverage	7,8	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	7,8	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Included
Physical Damage Towing And Labor	7	\$250 For Each Disablement Of A Private Passenger Auto	Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
 Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
 Network Security Liability
 Privacy Liability
 First Party Extortion Threat
 First Party Crisis Management
 First Party Business Interruption
 Limit: \$1,000,000 each claim/annual aggregate



PREMIUM SUMMARY

**Trailer Estates Park & Recreation District
P.O. Box 6298
Brdenton, FL 34281**

Term: October 1, 2023 to October 1, 2024

Quote Number: 100123926

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$64,354
Crime	\$500
Automobile Liability	\$550
Hired Non-Owned Auto	Included
Auto Physical Damage	\$460
General Liability	\$7,525
Public Officials and Employment Practices Liability	\$5,985
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$79,374

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

This quote is subject to completed property and auto schedules. Please provide completed "year built" and VIN.



PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2023, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Trailer Estates Park & Recreation District

(Name of Local Governmental Entity)

By: _____
Signature

Print Name

Witness By: _____
Signature

Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2023

By: _____
Administrator



PROPERTY VALUATION AUTHORIZATION

Trailer Estates Park & Recreation District
P.O. Box 6298
Brdenton, FL 34281

QUOTATIONS TERMS & CONDITIONS

- 1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

Table with 3 columns: Coverage Type, Amount, and Description. Includes Building and Content TIV (\$7,735,662), Inland Marine (\$112,668), and Auto Physical Damage (\$23,580).

Signature: _____ Date: _____

Name: _____

Title: _____



**PUBLIC ENTITY
FLORIDA UNINSURED MOTORISTS COVERAGE SELECTION OF LOWER LIMITS OR REJECTION
OF COVERAGE**

**YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS
YOU OR YOU ARE PURCHASING UNINSURED MOTORIST LIMITS LESS THAN YOUR LIABILITY
LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.**

Quote Number: 100123926	Term: October 1, 2023 to October 1, 2024
Insurer: Florida Insurance Alliance	
Applicant/Named Insured: Trailer Estates Park & Recreation District	

Florida law permits you to make certain decisions regarding Uninsured Motorists Coverage provided under your policy. This document describes this coverage and various options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

Uninsured Motorists Coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting therefrom. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the policy. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability policies include Uninsured Motorists Coverage at limits equal to the Liability Coverage in your policy, unless you select a lower limit offered by the company or reject Uninsured Motorists Coverage entirely.

Please indicate by initialing below whether you entirely reject Uninsured Motorists Coverage or whether you select this coverage at limits lower than the Liability Coverage of your policy.

<input type="checkbox"/>	I reject Uninsured Motorists Coverage entirely.
<input checked="" type="checkbox"/>	I reject Combined Single Limit for Liability Coverage and I select a lower limit of \$100,000.

I understand and agree that selection of any of the above options applies to my liability insurance policy and future renewals or replacements of such policy which are issued at the same Liability limits. If I decide to select another option at some future time, I must let the Insurer or my agent know in writing.

Applicant's/Named Insured's Signature

Applicant's/Named Insured's Printed Name

Date



Property Schedule

Trailer Estates Park & Recreation District

Policy No.: 100123926
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value
					Const Type	Term Date	
	Roof Shape	Roof Pitch					Roof Covering
1	Recreation Building / Office & Breezeway 1903 69th Avenue West Bradenton FL 34207		1958	10/01/2023	\$3,447,257		\$3,526,017
			Masonry non combustible	10/01/2024	\$78,760		
	Gable				Metal panel		
2	Shuffleboard Office 1903 69th Avenue West Bradenton FL 34207		1958	10/01/2023	\$61,600		\$61,600
			Joisted masonry	10/01/2024	\$0		
	Gable				Metal panel		
3	Shuffleboard Equipment Building 1903 69th Avenue West Bradenton FL 34207		1958	10/01/2023	\$20,048		\$20,048
			Non combustible	10/01/2024			
	Flat				Metal panel		
4	Shuffleboard Pavilion (Main Structure) w/Scoreboard Endcap 1903 69th Avenue West Bradenton FL 34207		1958	10/01/2023	\$52,965		\$52,965
			Frame	10/01/2024	\$0		
5	Post Office (Laundry) 1903 69th Avenue West Bradenton FL 34207		1957	10/01/2023	\$406,151		\$407,471
			Masonry non combustible	10/01/2024	\$1,320		
	Gable				Metal panel		
6	Hobby Shop 1903 69th Avenue West Bradenton FL 34207			10/01/2023	\$349,611		\$364,791
			Masonry non combustible	10/01/2024	\$15,180		
	Gable				Metal panel		
7	Pool House / Health Club 6828 Canada Blvd Bradenton FL 34207		1985	10/01/2023	\$1,442,004		\$1,490,404
			Joisted masonry	10/01/2024	\$48,400		
	Gable				Asphalt shingles		

Sign: _____

Print Name: _____

Date: _____



Property Schedule
Trailer Estates Park & Recreation District

Policy No.: 100123926
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value
			Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt
8	Swimming Pool		1986	10/01/2023	\$193,347		\$193,347
	6828 Canada Blvd Bradenton FL 34207		Below Ground Liquid Storage/Pool	10/01/2024	\$0		
9	Maintenance Building			10/01/2023	\$168,300		\$189,310
	1903 69th Avenue West Bradenton FL 34207		Frame	10/01/2024	\$21,010		
10	SPA			10/01/2023	\$6,600		\$6,600
	1903 69th Avenue West Bradenton FL 34207		Masonry non combustible	10/01/2024	\$0		
11	Storage Shed			10/01/2023	\$2,673		\$2,673
	1903 69th Avenue West Bradenton FL 34207		Frame	10/01/2024	\$0		
12	Maintenance Shed			10/01/2023	\$2,614		\$2,614
	1903 69th Avenue West Bradenton FL 34207		Frame	10/01/2024	\$0		
13	Recreation Office Shed			10/01/2023	\$3,485		\$3,485
	1903 69th Avenue West Bradenton FL 34207		Frame	10/01/2024	\$0		
14	Recreation Office Shed (6'x8')			10/01/2023	\$2,614		\$2,614
	1903 69th Avenue West Bradenton FL 34207		Frame	10/01/2024	\$0		

Sign: _____ Print Name: _____ Date: _____



Property Schedule
Trailer Estates Park & Recreation District

Policy No.: 100123926
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built	Eff. Date		Building Value		Total Insured Value	
				Term Date	Contents Value				
	Roof Shape	Roof Pitch	Const Type	Roof Covering		Covering Replaced	Roof Yr Blt		
15	1 Monument Sign		Masonry non combustible	10/01/2023	\$3,416				
	1903 69th Avenue West Bradenton FL 34207			10/01/2024	\$0			\$3,416	
16	1 Shuffleboard Awning (End Structure)		1985	10/01/2023	\$30,888				
	1903 69th Avenue West Bradenton FL 34207		Non combustible	10/01/2024	\$0			\$30,888	
17	Wall Around Pool		1985	10/01/2023	\$48,400				
	1903 69th Avenue West Bradenton FL 34207		Masonry non combustible	10/01/2024	\$0			\$48,400	
18	Fences		Non combustible	10/01/2023	\$2,475				
	1903 69th Avenue West Bradenton FL 34207			10/01/2024				\$2,475	
19	Marina Building		Frame	10/01/2023	\$400,000				
	2303 Pennsylvania Avenue Bradenton FL 34207			10/01/2024				\$400,000	
				Metal panel					
20	Piers (3)		1993	10/01/2023	\$96,154				
	2303 Pennsylvania Avenue Bradenton FL 34207		Frame	10/01/2024				\$96,154	
21	Fish Cleaning Station (located on Pier)		1993	10/01/2023	\$16,157				
	2303 Pennsylvania Avenue Bradenton FL 34207		Frame	10/01/2024				\$16,157	

Sign: _____ Print Name: _____ Date: _____



Property Schedule

Schedule Items Effective As of: 10/01/2023

SEP 25 '23 AM 10:45

Trailer Estates Park & Recreation District

Policy No.: 100123926
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value
			Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt
22	Marina - Fence: Chain Link (400')		1993	10/01/2023	\$6,336		\$6,336
	2303 Pennsylvania Avenue Bradenton FL 34207		Non combustible	10/01/2024			
23	Fence 120' Decorative Vinyl			10/01/2023	\$2,851		\$2,851
	2303 Pennsylvania Avenue Bradenton FL 34207		Non combustible	10/01/2024			
24	Beach Area - 2 Storage Sheds			10/01/2023	\$6,970		\$6,970
	1920 West Beach Bradenton FL 34207		Frame	10/01/2024			
25	Open Park Pavilion			10/01/2023	\$37,478		\$37,478
	1920 West Beach Bradenton FL 34207		Non combustible	10/01/2024			
26	Unscheduled Property in the Open			10/01/2023	\$50,000		\$50,000
	Various Bradenton FL 34207		Property in the Open	10/01/2024			
27	Old Fire Station		1955	10/01/2023	\$330,797		\$330,797
	6831 American Way Bradenton FL 34207		Masonry non combustible	10/01/2024			
	Fiat				Built up composite		
28	Utility Building		1996	10/01/2023	\$8,000		\$8,000
	6831 American Way Bradenton FL 34207		Frame	10/01/2024	\$0		
	Gable				Asphalt shingles		

Sign: _____ Print Name: _____ Date: _____



Property Schedule

Schedule Items Effective As of: 10/01/2023

SEP 25 '23 AM 10:45

Trailer Estates Park & Recreation District

Policy No.: 100123926
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value
			Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt
29	Retail/Showroom Building		1999	10/01/2023	\$112,627		\$112,627
	6831 American Way Bradenton FL 34207		Frame	10/01/2024			
	Shed			Metal panel			
30	Office/Pricing Building		1992	10/01/2023	\$44,574		\$44,574
	6831 American Way Bradenton FL 33207		Frame	10/01/2024			
	Gable			Asphalt shingles			
31	Shed			10/01/2023	\$5,000		\$5,000
	6831 American Way Bradenton FL 34207		Non combustible	10/01/2024			
32	Generac Generator 48KW			10/01/2023	\$50,000		\$50,000
	6814 Canada Blvd Bradenton FL 34207		Electrical equipment	10/01/2024			
33	Fence - 6' Vinyl (110 LF) Behind Post Office			10/01/2023	\$7,300		\$7,300
	6814 Canada Blvd Bradenton FL 34207		Non combustible	10/01/2024			
34	Fence - 6' Vinyl (45LF) & 4' Vinyl (90 LF) across from Post Office			10/01/2023	\$8,900		\$8,900
	Various Bradenton FL 34207		Non combustible	10/01/2024			
35	Fence - 6' Chain Link Perimeter (approx. 1500 LF)			10/01/2023	\$43,400		\$43,400
	6814B Canada Blvd Bradenton FL 34207		Non combustible	10/01/2024			

Sign: _____ Print Name: _____ Date: _____

SEP 25 '23 AM 10:46

Schedule Items Effective As of: 10/01/2023



Property Schedule
Trailer Estates Park & Recreation District

Policy No.: 100123926
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value
			Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt
46	Storage Lot Fence - 6' Vinyl Coated Chain Link (2000 LF incl. Vinyl Privacy Slats) w/Security Gate & Electronics (22 LF) 2303 Pennsylvania Avenue Bradenton FL 34207			10/01/2023	\$100,000		\$100,000
			Non combustible	10/01/2024			
Total:			Building Value	Contents Value	Insured Value		
			\$7,570,992	\$164,670	\$7,735,662		

Sign: _____ Print Name: _____ Date: _____



**FLORIDA
INSURANCE
ALLIANCE**

Inland Marine Schedule

Schedule Items Effective As of: 10/01/2023

SEP 25 '23 AM 10:46

Trailer Estates Park & Recreation District

Policy No.: 100123926
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department Description	Serial Number	Classification Code	Eff. Date	Value	Deductible
				Term Date		
1	Flagpoles		Other inland marine	10/01/2023 10/01/2024	\$2,205	\$1,000
2	Pool Area Light Poles (3 @ \$3,487.66 ea.)		Other inland marine	10/01/2023 10/01/2024	\$10,463	\$1,000
3	Blanket Unscheduled Inland Marine (Max \$15,000 Per Item)		Other inland marine	10/01/2023 10/01/2024	\$50,000	\$1,000
4	Shuffleboard Light Poles (3 @ \$ 2K ea.)		Other inland marine	10/01/2023 10/01/2024	\$6,000	\$1,000
5	Storage Lot Light Poles (12 @\$ 2K ea.)		Other inland marine	10/01/2023 10/01/2024	\$24,000	\$1,000
6	Kubota B2601 Tractor		Mobile equipment	10/01/2023 10/01/2024	\$20,000	\$1,000
				Total	\$112,668	

Sign: _____

Print Name: _____

Date: _____



Vehicle Schedule

Trailer Estates Park & Recreation District

Policy No.: 100123926
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Term	Value	
Qty	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type	APD Rptd
1	GMC	Sierra		10/01/2023	\$250	10/01/2023	10/01/2023		\$23,580
1	2012		Light Truck	10/01/2024	\$1,000	10/01/2023	10/01/2024	Actual cash value	\$23,580
								Total	\$23,580
								APD Rptd	\$23,580

Sign: _____

Print Name: _____

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 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): to approve the updated Marina Lease Agreement as attached, and approved by District Counsel.

Remove PP 22 which was the actual Marina Lease from the Policy & Procedures, as it no longer required to be 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 comply 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 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.

- (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

SEP 25 '23 @10:51
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 approve 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 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

(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
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 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):
to replace the north fence at a cost of \$83,500


Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**
\$83,500

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

Trustee Todd Lombardi

Date Submitted 9/20/2023

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 4:10:41

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
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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.-

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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): _____

To replace the stage curtains at a cost not to exceed \$27,000.00

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 Todd Lombardi TU

Date Submitted 9/25/2023

Chairman/Designee [Signature]

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