Trailer Estates Park and Recreation District

Board of Trustees
Regular Board Meeting
December 18, 2023

Mark's Hall Trailer Estates 1903 69th Avenue West Bradenton, FL 34207

Call to Order Roll Call
Public Input (Limit 3 Minutes on Any Topic)
Approval of Minutes
Invoice Approval

Items Presented by Board & Staff (PP 38)

- 1. Rescind PP32A (McAllister)
- 2. TV Monitors Installed (Lombardi)
- 3. Create New Outdoor Storage Lot Agreement

Trustee/Staff Final Comments Unfinished Business Adjournment

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

Zoom Meeting Access:

https://us02web.zoom.us/j/85200935384?pwd=RWwxSHZKTlhrb3gzRWhITjZ3SVBUQT09

Meeting ID: 852 0093 5384

Passcode: 9yRwsB Phone in Passcode: 963390

One tap mobile

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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**

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

PP 38

Agenda Rescind PP32A Violation Remedy
For Upcoming Meeting—Date December 18, 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 rescind PP37A as it is redundant and fully covered by Rules & Regulations - Part E Violations.
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.) PP37A
Trustee McAlister
Date Submitted December 9, 2023
Chairman/Designee
Office Manager/Designee: Date Posted 12/11/23 Initials

TRAILER ESTATES PARK AND RECREATION DISTRICT VIOLATION: REMEDY PP32A

Upon receipt of a written complaint from a resident or a PR trustee regarding the appearance of a lot, the PR trustee will check out the complaint by visual observation.

Upon confirmation by the PR trustees that there is a violation:

- 1. Notify the office manager to send a letter to the property owner regarding the said complaint. ONLY ONE LETTER WILL BE SENT TO PROPERTY OWNERS REGARDING VIOLATIONS, WITH 15 DAYS ALLOWED TO REMEDY THE VIOLATION.
- 2. At the end of fifteen days, the office manager will give the addresses to PR trustee to determine if the violation has been corrected.
- 3. The PR trustees will re-check the property, and if the violation has not been corrected, they will notify the office manager to have action taken to correct the violation.

Violation correction(s) for mowing will be the responsibility of the Maintenance Trustee.

Violation Correction(s) for falling fruit will be responsibility of the Maintenance Trustee.

Other violation correction(s) will be handled PR trustee.

- 4. Maintenance trustee will complete employee assignment time sheet and assign maintenance department.
- 5. After work has been completed, a bill will be sent to the property owner as determined by actual cost on time sheet.
- 6. A lien will be filed if bill is not paid within 60 days.
- 7. Treasurer Trustee will be responsible for monitoring the filing of a lien.

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 TV Monitors Installed- Post Office, Activity Center, Office Area
For Upcoming Meeting—Date December 18, 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 install TV Monitors in the Post Office area, Activity Center Lobby area, and the
Office Breezeway for a cost not to exceed \$3,500.
Costs/Estimated Costs: (Required if agenda item includes spending district money.)
\$3,500
Attachments: (Please attach any diagrams or pertinent information concerning this
Agenda Item. Please list the attachments.) Backup Materials
Trustee Lombardi TC
Date Submitted December 7, 2023
Chairman/Designee
Office Manager/Designee: Date Posted 12/4/23 Initials

TV Monitor Project

LAM

12/9/2023

	Cost	Qty	Line Total
TV Monitors	\$700.00	3	\$2,100.00
Outdoor Enclosure PO	\$950.00	1	\$950.00
Security Mounts	\$150.00	2	\$300.00
Misc Hardware	\$50.00	3	\$150.00
Total			\$3,500.00

Post Office Office Breezeway Activity Center Outdoor Mount Security Mount Security Mount

TRAILER ESTATES PARK AND RECREATION DISTRICT BOARD AGENDA ITEM FORM

PP 38

DUE IN OFFICE 6:00 A.M. MONDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda Create Outdoor Storage Lease Agreement
For Upcoming Meeting—Date 12/18/23
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): Create an Outdoor
Storage Lease Agreement as an office document.
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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.) Outdoor Storage Lease Agreement
Trustee Duane Trotter
Date Submitted 12/11/23
Date Submitted
Chairman/Designee Data Posted and Initials The
Office Manager/Designee: Date Posted 12/11/23 Initials To

OUTDOOR STORAGE LEASE AGREEMENT

Trailer Estates Park & Recreation District, P.O. Box 6298, Bradenton, Florida, 34281, Lessor, hereafter known as "District" does hereby let to the undersigned Tenant, hereafter called "Lessee" space in the outside storage facility under the following terms and conditions.

	LESSEE INFORM	NOITAN					
Name of Lessee							
Address			PO Box				
City/State/Zip		Cell Phone					
Email		Home Phone					
Storage Lot #:		Lot Rental Amount:					
Length of Lot:		**					
License Plate#:	#: Tag Exp. Date:		State:				
		egistration Exp. Date:					
Lessee shall present 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 F	VESSEL INSURANCE IN	FORMATION	11 to 12 to				
Insurance Carrier							
Insured's Name							
Agent Name		Phone #					
Agent Address		100					
City/State/Zip							
Policy #		Policy Exp. I	Date				

1. **TERMS:** District hereby agrees to rent space to Lessee at the outside storage facility located within Trailer Estates Park and Recreation District. The Lessee must meet with the Storage Lot Manager/Maintenance Trustee to be assigned the appropriately sized space. Space shall be assigned by District at its sole discretion, subject to such rules and regulations as District may make changes from time to time respecting the use and rates thereof. District, at its sole discretion shall change or re-assign the leased space of a Lessee.

2. RENTAL RATES: Rates are based on the storage lot size described above. The right to use such space is not transferable. 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. Upon non-renewal and/or termination of the Lease by either party, the Lessee shall remove any stored items or equipment from the storage space, prior to the end of the Lease. All rates must be paid in advance for the rental period

DURATION OF AGREEMENT :	(please initial	I the applicable b	oox)
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ANNUAL _____ the term of this Agreement shall be for one year beginning with the date first identified above.

- 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 storage lot 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 District shall be sent to the address stated above for such notice and notice of intent to terminate this Agreement by Lessee to District shall be delivered to the District'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 storage lot 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 District shall be sent to the address stated above for such notice and notice of intent to terminate this Agreement by Lessee to District shall be delivered to the District's offices at the address specified on page 1 of this Agreement.
- 3. <u>PERMITTED USE OF SPACE:</u> The outside storage space shall only be used by the Lessee for the storage of personal property belonging to the occupant. Commercial use of storage lot by Lessee is prohibited. Lessee shall not store any contraband, illegal substances, hazardous material in or on the space. Stored items may not exceed the width or length of the storage space. Any violations of the Rules and Regulations may result in immediate termination of Lessee's storage space and forfeiture of all deposits.
- 4. <u>RULES AND REGULATIONS:</u> The 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. Violations of any of the Rules and Regulations may result in the immediate termination of the agreement in the sole discretion of the District. 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 in 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 (list website) of the District. It shall be the responsibility of the Lessee to obtain and follow the current Rules and Regulations.
- 5. <u>SECURITY AND LIABILITY:</u> Lessee's possessions will occupy the storage space entirely at the risk of the Lessee. Lessor is not responsible for carrying any insurance covering Lessee's possessions. Lessee shall, at his or her own expense, obtain insurance for the possessions stored at the premises. Lessee releases District from any loss, damage, claim or injury resulting from any casualty on the premises. Lessee understand and agrees that the Lessee accepts full responsibility for any and all personal injuries or any other damages that may occur during the use of the storage space, regardless of the reason. Further, Lessee agrees that District, and all associated owners, agents and employees, be held harmless for any and all injuries and damages occurring.

- 6. <u>TERMINATION OF LEASE</u>: 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.
- 7. **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.

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