

Trailer Estates Park and Recreation District

Board of Trustees
Regular Board Meeting
September 17, 2024
Following Workshop
Mark's Hall
1903 69th Avenue West
Bradenton, FL 34207

Call to Order

Roll Call

Public Comment (Limit 3 Minutes on Any Topic)

Approval of Minutes

Treasurers Report

Invoice Approval

Items Presented by Board & Staff (PP 38)

1. Resolution 2024-06 Procedure to Change Deed Restrictions
2. Discuss - Revise PP37 Reservation for Function
3. BigFish Technologies Managed Services Agreement
4. Update Bingo Policy - Revise PP15A
5. "More Detail in Minutes of Discussion Held During Workshop"
6. Salary & Benefit Plan Fiscal Year 2024-25
7. Install Park Benches - 1600 Tennessee
8. Replacement & Possible Relocation of Practice Golf Equipment
9. Resolution 2024-07 Indemnification
10. Insurance Renewals - Fiscal Year 2024-25
11. Waterfront Work 6922 E. Bayou LN
12. Waterfront Work 2311 and/or 2313 Pennsylvania (Resubmittal)

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/87180882922?pwd=KDZclKfH2mgbxY9hwxHyungiisx7vM.1>

Meeting ID: 871 8088 2922

Passcode: 9f9CX6

One tap mobile

+13052241968,,87180882922#,,,,*318663# US

+16469313860,,87180882922#,,,,*318663# US

Meeting ID: 871 8088 2922 Mobile Passcode: 318663

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 6:00 A.M. TUESDAY PRIOR TO MEETING THAT YOU WISH TO BRING ITEM FORWARD.

Agenda Adopt Resolution - 2024-06 - Deed Restriction Change

For Upcoming Meeting—Date September 17, 2024

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): _____

I make a motion to adopt Resolution 2024-06 Amendment of Deed Restrictions through changing the Enabling Act.

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

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

Resolution 2024-06

Exhibit "A"

Trustee Chairman Trotter

Date Submitted 8/30/2024

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

RESOLUTION 2024- 06

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TRAILER ESTATES PARK AND RECREATION DISTRICT PROVIDING FOR A REFERENDUM OF THE QUALIFIED ELECTORS WITHIN THE TRAILER ESTATES PARK AND RECREATION DISTRICT TO DETERMINE WHETHER TO AMEND THE ENABLING ACT TO ADD/REVISE THE PROCESS FOR AMENDMENT OF DEED RESTRICTIONS; PROVIDING FOR THE PLACEMENT OF A REFERENDUM ON THE DECEMBER 3, 2024 BALLOT; PROVIDING FOR OFFICIAL BALLOT LANGUAGE; PROVIDING FOR NOTICE/CERTIFICATION OF THE REFERENDUM AND CERTAIN OTHER MATTERS IN CONNECTION WITH CONDUCT OF THE REFERENDUM; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Trailer Estates Park and Recreation District is an independent special park and recreation district created by, Laws of Florida, as amended by House Bill No. 1631, as further amended (collectively referred to as the “Enabling Legislation”) and provided supplemental authority pursuant to general law including Chapters 189 and 418, Florida Statutes; and

WHEREAS, Trailer Estates Park and Recreation District (the “District”) provides services within its jurisdiction in unincorporated Manatee County; and

WHEREAS, currently pursuant to the Enabling Legislation of the District, the District is vested with the power to adopt and enforce reasonable rules and regulations governing the use of the facilities of the District as provided by general law, and to prescribe penalties for violations of such rules and regulations. Such rules and regulations to be enforced include deed restrictions; and

WHEREAS, pursuant to the terms of the Enabling Legislation, the District is entitled to amend and revise the Enabling Legislation through a process involving a Resolution of the Board of Trustees and an election of the qualified electors of the District; and

WHEREAS, the District wishes to amend the Enabling Legislation to provide for a process of deed restriction amendment which matches the process for Enabling Legislation amendment as outlined in Section 20 of the Enabling Legislation; and

WHEREAS, the District’s Board of Trustees seeks to pose a referendum pursuant to its Enabling Legislation and general law, to the qualified electors; and

WHEREAS, the District’s Board of Trustees seeks to take all actions required under applicable Florida law to present the referendum question set forth herein to the qualified electors at the December 3, 2024, election.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TRAILER ESTATES PARK AND RECREATION DISTRICT THAT:

SECTION 1. RECITALS. The recitals set forth herein are true and correct and are hereby incorporated fully by reference.

SECTION 2. CALLING FOR REFERENDUM. Pursuant to the Enabling Legislation and additional applicable law, a referendum election is hereby called for and ordered in Manatee County, Florida to be held on December 3, 2024, for the purpose of submitting to the qualified electors of the Trailer Estates Park and Recreation District on the question of whether the District should adopt a process for amending deed restrictions in conformance with the existing process for amending the Enabling Legislation. The referendum shall be conducted by the Manatee County Supervisor of Elections in accordance with all applicable requirements of law. The staff of the District is hereby authorized and directed to take such actions as may be necessary or desirable in furtherance thereof, including coordination with the Manatee County Supervisor of Elections and entering into an agreement with the Supervisor on the District's behalf regarding conduct of the referendum.

SECTION 3. COMPLIANCE WITH APPLICABLE LAWS. Said election shall be conducted according to the requirements of all special and general laws governing special district elections, including but not limited to the Enabling Legislation and Florida Statutes §§ 100.011 and 100.342.

SECTION 4. CONDUCT OF ELECTION AND OFFICIAL BALLOT. Pursuant to applicable Florida Statutes, the election shall be held at the polling places and early voting sites (if any) as designated by the Supervisor of Elections of Manatee County, Florida. The polls and early voting sites (if any) shall be opened and closed as provided by law. The ballots to be used in said election shall be in the form as provided by law and shall contain the question to be voted upon and said question shall have the following ballot title and the question shall be in substantially the following form:

**Amendment to Trailer Estates Park and Recreation District Enabling Act
Process for Changing Deed Restrictions**

Shall the District Enabling Act (“Charter”) be amended to provide a new process to change the District deed restrictions by following the same process as changing the Charter using a referendum election of the qualified electors of the District?

YES-Approve _____

NO- Reject _____

The proposed new language of the Enabling Act is shown in redline format and attached hereto as Exhibit “A” and incorporated herein.

SECTION 5. NOTICE OF ELECTION. Pursuant to the Enabling Legislation and applicable Florida Statutes including §100.342, the District shall comply with all applicable notice requirements associated with the referendum. The District shall provide at least 30 days’ notice

of the referendum by publication in a newspaper of general circulation in Manatee County. The District shall publish such notice at least twice, once in the fifth week and once in the third week prior to the week in which the referendum is to be held. The proposed Enabling Resolution amendment shall be available for review at the District’s office located at 1903 69th Avenue West, Bradenton, Florida through the date of the election.

SECTION 6. INTENT TO REIMBURSE. Pursuant to Florida Statutes §100.011, the District shall bear responsibility for costs directly associated with the referendum election or pay the District’s proportionate share, if applicable. The District shall reimburse the Manatee County Supervisor of Elections immediately upon receipt of invoiced applicable costs.

SECTION 7. LANGUAGE. To the extent required by law, the official ballot referendum shall be published in both the English and Spanish language. The District shall pay the costs associated with obtaining a Spanish translation of the above stated official ballot question.

SECTION 8. SEVERABILITY. Should any portion of this Resolution be found by a court of competent jurisdiction to be illegal or unconstitutional, then such portion shall be severed, and the remaining portions of this Resolution shall be unaffected thereby.

SECTION 9. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption. If approved by a majority of the “yes” vote of the electors voting in the referendum, the Enabling Legislation amendments shall take effect upon certification of the election results by the Supervisor of Elections.

ADOPTED by the Trailer Estates Park and Recreation District Board of Trustees, meeting in regular session this ____ day of _____, 2024.

ATTEST:

TRAILER ESTATES PARK AND RECREATION DISTRICT, an independent special park and recreation district.

By: _____

Secretary

Duane Trotter
Chairman

[DISTRICT SEAL]

EXHIBIT "A"

Section 20. (1) This charter and the District's deed restrictions may be amended upon the following occurring:

- (a) The trustees by two-thirds vote of the full membership of the trustees have approved the terms and conditions of such amendment by written resolution;
- (b) Within not less than 30 nor more than 60 days after the date of the resolution, the trustees certify the resolution to the supervisor of elections of Manatee County for a referendum election; and
- (c) A majority of qualified electors of the District voting in a referendum election approve the resolution.

(2) The qualifications of voters, notice, and procedure for this referendum shall be the same as set forth herein for the election of trustees and for special referendum elections.

Any conflicting language found in the deed restrictions or otherwise as to deed restriction amendment is hereby superseded.

TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM

SEP 19 2024 10:19 AM
PP 38

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

Agenda Revising PP37 (Reservation for Function)

For Upcoming Meeting—Date September 17, 2024

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): _____

Make a motion to modify the date information on PP37 by adding a start date and end date for the function.

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.)** _____

Trustee Kathleen Gregory

Date Submitted September 5, 2024

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

Example

TRAILER ESTATES PARK AND RECREATION DISTRICT
RESERVATION FOR FUNCTION

PP37

PP 5:24:03

NAME OF FUNCTION: _____

DATE(S): Start date (day, month, year) End date (day, month, year)
Include Day(s), Months(s) and Year(s)

- PLACE of Function: Large Hall (front) Large Hall (back) Mark's Hall
 (check ALL that apply) Beach Pavilion Craft Room II (beside stage) Pelican Room (Wii)
 Heron (card) Activity Center Craft Room Eagle Room (Billiards)
 Bocce Courts TEN Property

Complete Time Place is needed: From: _____ To: _____ Event starts at: _____
(include setup, clean up, etc.)

Will KITCHEN/GRILL be used? NO YES-Large Kitchen YES - Small Kitchen GRILL

If you are inviting the general public, do you want fobs disabled? NO YES - From: _____ To: _____

DO NOT PROP DOORS OPEN

TECHNOLOGY/EQUIPMENT NEEDS (costs may be incurred if maintenance must come in to support technology for your event):

ROOM SETUP: Dinner Dance Meeting Other Approximate Number of People: _____

SETUP MAP ATTACHED: NO YES

BY SUBMITTING THIS FORM, I ACKNOWLEDGE I HAVE READ THE RULES FOR RESERVING FUNCTIONS AND AGREE TO THEIR TERMS; (INCLUDING PP37A)

Name of Resident Making Reservation Phone Number

Confirmation Preference: Paper Copy Phone Call Email at: _____

APPROVED BY: _____ Date: _____

**TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM**

PP 38

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

Agenda Big Fish - Managed Services Agreement

For Upcoming Meeting—Date September 17, 2024

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): _____

Motion to approve the attached Managed Services Agreement with BigFish Technologies for 3 years with additional 1 year renewals.

Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**
Monthly Cost is \$834.39 effective October 1, 2024.

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

Trustee Chairman Trotter

Date Submitted 09/05/2024

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

Managed Services Agreement
(3y Agreement, with 1 yr Automatic Renewals)

Trailer Estates

1903 69th Avenue Bradenton, FL 34207

Lee Morris
Park Manager

August 19, 2024



BIG FISH Technologies (BFT) will provide the following for your community's IT support. This Letter of Agreement (LOA) is for Trailer Estates (TE or "the Client") and is based on the following areas that BFT will provide services on a monthly basis/and or as needed for a period of **three years** from the date of the signed agreement, with 1yr Automatic renewals and no more than a 3% increase on the automatic renewals. Any failed hardware replacement needs or client upgrade requests during the course of the agreement would be quoted separately on an as needed basis.

Key Areas of Support to Include:

- **Network Management**
 - Includes preventative maintenance on all equipment operating on the TE network (Computers, Servers, Switches, Printers and Network Devices)
 - i.e. Windows Service Pack & Firmware Updates, Antivirus Updates, Security Patches, Cleaning of Fans, etc....
 - Anti-Malware Software/Scan/Updates – Webroot Malware/Virus software and verify that it is up to date and running. Do a complete system scan on all computers for malware and remove as necessary. Cost of premium software included in maintenance plan.
 - System cleanup/maintenance – Remove all temporary internet files, defragment the hard drive, and perform registry repair as necessary on all computers.
- **Support for MAG Locks for Building Entry**
 - Support MAGLOCKS and Paxton Software, as well as mobile apps
- **Support Outdoor Antennas** - Ubiquiti
- **Support Surveillance Cameras and NVR**
 - Support and maintenance of current surveillance camera system and additional cameras as added.
- **Support Wi-Fi Access Points**
 - Support and maintain Ubiquiti Wi-Fi Radios located on property
- **Support Community Channel**
 - Includes preventative maintenance on equipment.
- **Server/Shared Storage Backup Software & Monitoring** - iDrive Backup Services
 - Install and maintain off-site backup software for all computers and servers operating within the managed network
 - Initial services to include backing up information of up to 5TB of "Shared" data storage.
 - Ensure that successful backups are being completed on a daily basis
 - One Drive Cloud Storage. (Will need to migrate server files to One Drive)
- **Email Hosting**- Using BFT's email server (does not include MS Office migration or Hosting). Including incoming spam filtering and outgoing web surfing protection against malware, phishing and viruses
- **Phone Service (VoIP) - 3 Lines of Service**

General Terms and Conditions

- **All Request for Service must be made through our Support Ticketing Software (helpdesk@bfttechfl.com) to assure service request are responded to in a timely manner.**
- **Payments** – Payment is due in advance on the 1st of every month. Other payment arrangements may be arranged at customer's request. If any amount owed under this Agreement is not paid when due, BFT may add a service charge of 1-1/2% per month on unpaid amounts. Customer agrees to pay all costs of collection, including attorney's fees, made necessary by nonpayment by the Client. BFT reserves the right to discontinue service if account is not current.
- **Equipment Purchases** – All purchases of community devices to operate on the community's network needs to be purchased through or reviewed by BFT. This will eliminate having to support devices that will not work on the network or that will not work efficiently on your network and cause conflicts.
- **Typographical Errors** – BFT cannot be held bound or held responsible for typographical errors or omissions.
- **Limitations of Technology** – The Client acknowledges that technologies are not universally compatible and that there may be particular services or devices that BFT may be unable to monitor, manage, or patch. Because there are risks associated with applying and failing to apply patches, BFT constantly reviews and updates our best practices based on the relative threats to patch delivery timing. Every effort is made to balance the reduction of vulnerabilities with the slight destabilization risk associated with applying new patches to otherwise stable systems. BFT agrees to inform the Client when such a situation exists. The Client agrees to allow BFT to correct the situation if applicable, and to hold BFT harmless in any case. Patch definitions and antivirus definitions are distributed by their respective software vendors, and as such, BFT has no direct control over the effectiveness or lack thereof of the software being applied. BFT shall not be held responsible for interruptions in service due to patches released by software vendors.
- **Force Majeure and Malicious Acts** – This agreement is designed to cover the support needs of the Client during normal operating conditions. BFT shall not be liable for damages, delay, or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to acts of Nature, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrection, and/or any other cause beyond the reasonable control of either party. Furthermore, damage and/or significant problems that result from anomalies and/or abnormal circumstances such as fire, flood, electrical surges, deliberate malicious acts, theft, acts of Nature, wars, insurrection, and/or any other cause beyond the reasonable control of either party fall outside the terms of this agreement.
- **Confidentiality** – Neither party shall disclose any proprietary or confidential information obtained from the other unless so directed by a court of law or government authority. The Client agrees not to discuss rate(s), term(s), or any information regarding this agreement without the prior written consent of BFT. For promotional purposes, BFT shall have the right to disclose to others the identity of its clients.
- **Hiring of Employees** – The Client agrees not to hire or attempt to hire any BFT employee, contractor, or former employee within two years of termination of employment, as full time or part time employee, contractor, or any other such position without the written consent of BFT. The Client understands and agrees that BFT shall suffer such irreparable harm in such event that the Client shall, if such breach should occur, immediately pay to BFT an amount equal to the employee's annual compensation (including salary and expected bonuses) at the time of breach.

- **Authority** – Client signatory represents and warrants that it has full corporate power and authority to execute this Agreement to bind their company. Only individuals with title of Chief Executive or Chief Financial Officer or any person designated by either of those two individuals shall have power and authority to bind the Client to this Agreement.
- **Contractor Status** – The relationship of BFT to the Client is that of an independent contractor and not that of an agent or employee of the Client. It is expressly understood and agreed by the parties that the Client shall not have, nor exercise, and control direction over the manner or methods by which BFT provides services other than the right to require that the performance of such services be in accordance and consistent with the terms set forth in this Agreement.
- **General Health and Safety** – BFT agrees to comply with all applicable health and safety protocols. The Client agrees to remedy any conditions which exist that have the potential to create a hazard.
- **Site Access** – The Client will be responsible for obtaining proper and adequate permission for BFT to enter upon and operate within the lands and properties designated as the Client’s work area. Client may be required to provide BFT with the means necessary to access Client’s work area during non-business hours for Project/Integration services.
- **Equipment and Facilities** – The client agrees that BFT may utilize certain items of the Client’s equipment and may gain access to certain facilities owned by the Client. The Client retains title and ownership of all equipment (purchased by the Client and utilized by BFT), and must grant authority for BFT to access the Client’s facility. Facility access may be denied for any reason at any time, however if access to facilities denied, the Client understands that BFT may be unable to perform their duties adequately and if such a situation should exist, BFT will be held harmless.
- **Passwords** – Client acknowledges that BFT must have access to any and all systems and resources to perform their duties under this agreement, As such, BFT must have access to any and all passwords.
- **Defaults and Excusable Delays** – BFT shall not be liable for damages occasioned by delays due to causes beyond BFT’s control and without its fault or negligence, provided BFT promptly notifies the Client when such a delay becomes apparent.

Warranty and Disclaimer

- THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY FOR A PARTICULAR PURPOSE, RESPECTING SERVICES PERFORMED OR EQUIPMENT AND MATERIALS FURNISHED UNDER THIS AGREEMENT. In all events not provided for in this Agreement and where permitted by law, BFT’s liability (regardless of the form of action) will be limited to the Client’s direct damages in an amount up to \$1,000. BFT’s entire liability and the Client’s exclusive remedies for BFT’s liability of any kind (including liability for negligence) for performance, non performance or delays in performance by BFT under this Agreement are limited to those contained in this Agreement where permitted by law.

Indemnification

The Client agrees to indemnify, defend and hold harmless BFT from and against all claims, demands, liabilities, damages, losses, expenses, including attorney’s fees and lawsuits which may be asserted against or incurred by

BFT by or due to any person not a party to this Agreement for any expense, loss or damage including, but not limited to, statutory civil damage, personal injury, death and or property damage, real or personal, arising out of the design, sale, lease, installation, repair, service, dispatch, maintenance, monitoring, recording of communications, operation or non-operation of the equipment, whether due to the sole, joint, or several negligence of BFT or its agents, servants, employees suppliers, or subcontractors, breach of contract, express or implied, breach of warranty express or implied, product or strict liability, and/or any claim for contribution or indemnification, whether in contract , tort or equity.

BFT agrees to indemnify, defend and hold harmless the Client from and against all claims, demands, liabilities, damages, losses, expenses, including attorney’s fees and lawsuits which may be asserted against or incurred by the Client by or due to any person not a party to this Agreement for any expense, loss or damage including, but not limited to, statutory civil damage, personal injury, death and/or property damage, real or personal, arising out of the design, sale, lease, installation, repair, service, dispatch, maintenance, monitoring, recording of communications, operation or non-operation of the equipment, whether due to the sole, joint, or several negligence of the Client or its agents, servants, employees suppliers, or subcontractors, breach of contract, express or implied, breach of warranty express or implied, product or strict liability, and/or any claim for contribution or indemnification, whether in contract, tort or equity.

- **No Third Party Beneficiary** – All of the provisions of this Agreement are solely for the benefit of the parties hereto. No provisions of this Agreement shall inure to the benefit of any person that is not a part of the Client. Third parties shall have no rights hereunder.
- **Consequential Damages** – Neither the Client nor BFT shall be liable to the other for any consequential damages arising out of or related to the performance of this Agreement.
- **Entire Agreement** – This Agreement is the exclusive statement of the parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations, proposals, and awards, written or oral, relating to its subject matter. The Client and BFT agree that in the event any term, covenant or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition, shall in no way affect any other term, covenant or condition herein contained. Headings, titles, and paragraph captions are inserted in the Agreement for convenience, are descriptive only and shall not be deemed to add to or detract from or otherwise modify the meaning of the paragraphs.
- **Jurisdiction** – This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Pricing

DESCRIPTION	COST / FEES
Monthly Support - (4) Hours As Needed	Monthly
Maintenance – Maintain Server & Network Device Updates	Quarterly
PC Cleaning & Dusting - Dismantle, Blowout and Clean PCs to help maintain PC performance and longevity, Check for system updates, Check System Logs for Errors, Update Drivers (as needed).	Annually

I-Drive Backup & Storage – Includes 5TB of Shared Storage	Annually
Webroot - Install Webroot software and verify that it is up to date and running. Run a complete system scan on all computers and devices on the network for malware/viruses and remove as necessary	Annually
Web Filtering	Annually
Email Spam Filtering	Annually
Phone Service (3 Lines of VoIP Service)	Monthly
Email Hosting	Annually
One Drive (Per User)	Monthly
ANNUAL COST	\$10,012.68 annually
MONTHLY CONTRACTED FEE	\$ 834.39 /monthly

Any issues outside of or above the Monthly Support will be billed as stated below:

- **Remote Support** – Provide remote support for any technical or training request through via telephone and/or remote control software installed on pc. *Remote support time to be billed at hourly rate of \$75.*
- **Onsite Support** – At the discretion of the technician, on site visit may be required to complete support request. Certain requests can only be completed through an onsite visit. For example; pc/printer installation, relocation, hardware failure or similar instances. *Onsite support time to be billed at regular hourly rate of \$95.*
- **Security Recommendations** – Make security recommendations as necessary to client to insure maximum protection of all systems.
- **Hardware Recommendations** – Make hardware recommendations as necessary for systems to maintain high level of efficiency and reliability. For example; Recommendation to replace aging equipment.

***Hardware and materials for potential upgrades or failure replacement will be billed as a separate line item

Acceptance

By signing below, parties are indicating they have read and agree to the terms of this agreement in its entirety and they are authorized to make such decisions for their organization.

_____ Date: _____ Date: _____

Richard Reeves, President

Lee Morris – Park Manager / and or Board Member



**TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM**

SEP 6 '24 AM 7:45
PP 38

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

Agenda Update Bingo Policy

For Upcoming Meeting—Date September 17, 2024

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): _____

Per discussion held during the September 17, 2024 workshop

MOTION: Approve updating Bingo Policy PP 15A, Section III C to read

Each player may use as many cards as desired by purchasing a card. Player shall
take the top card(s) and shall not search through the cards for preferred card(s).

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.)** _____

Bingo Policy 15A, dated 6/18/24 reflecting the change in Section IIIC

Trustee D. Deerwester

Date Submitted 9/5/24

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

**TRAILER ESTATES PARK AND RECREATION DISTRICT
BINGO POLICY PP 15A**

Bingo is currently operated by Trailer Estates Park & Recreation District (TEPRD). The district can conduct bingo provided the proceeds of such games shall be distributed to players in the form of cash or prizes after having deducting the actual business expenses deducted for such games for articles for and essential to the operation, conduct, and playing of bingo and to conduct 50/50 raffles provided at least 50% of the raffle proceeds shall be distributed in the form of cash or prizes. Such bingo games or raffles shall be held only on property owned or leased for not less than 1 year by the district. To that extent, the following rules shall be complied with.

SECTION I.

Bingo is not open to the public or visitors. Admission to play Bingo is by District FOB-ID or District Guest FOB-ID, issued by TE office in accordance with Rules and Regulations, Part A, except Section II, paragraph D does not apply.

SECTION II.

- A. Games are played every Sunday and Wednesday night (except some holidays) starting after 6:45 p.m. as soon as helpers are ready to start. No cards shall be sold after 6:45 p.m.
- B. Helpers may buy their cards starting at 5:30 p.m. with others buying their cards at 5:45 p.m. on game night only. Helpers/representatives may not purchase cards for other residents or guests of residents. No "advance" ticket sales are permitted.

SECTION III.

All games are to be conducted under the supervision of a Trustee or Delegate.

- A. The Trustee or Delegate on site shall be responsible to see that all bingo games are conducted pursuant to Florida State Statutes.
- B. Bingo participants are prohibited from selecting seats until one hour (60 minutes) prior to the scheduled start of the games when preceded by a scheduled activity.

**TRAILER ESTATES PARK AND RECREATION DISTRICT
BINGO POLICY PP 15A**

1. Any one violating these rules shall be expelled from that day's games.
 2. It shall be the responsibility of the Trustee or Delegate to ensure this is strictly enforced.
- C. Each player may use as many cards as desired by purchasing a card. Player shall take the top card and shall not search through the cards for preferred cards.
- D. Callers may not play.
- E. No one under the age of 18 shall be allowed to play bingo.

TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM

PP 38

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

Agenda More Detail in Minutes of Discussions Held During Workshop

For Upcoming Meeting—Date September 17, 2024

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): _____

Per discussion during the September 17, 2024 workshop,

MOTION: Include more detail of workshop discussions reflecting key issues, and pros
cons of those issues.

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.) _____
None

Trustee D. Deerwester

Date Submitted 9/5/24

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

**TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM**

PP 38

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

Agenda Adopt 2024-25 Fiscal Year Salary & Benefit Plan

For Upcoming Meeting—Date September 17, 2024

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): motion to adopt the Salary & Benefit plan as attached and to modify the Rollover Date for PTO hours from Work Anniversary to October 1, (Fiscal Year).

Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**
Funds are Budgeted in Payroll Account

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

Trustee Treasurer Nickels

Date Submitted September 9, 2024

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

**TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM**

SEP 6 '24 AM 7:46
PP 38

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

Agenda Install/Replace Tables & Benches on Tennessee Property

For Upcoming Meeting—Date September 17, 2024

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): _____

Per workshop discussion held on September 17, 2024 to replace the table and benches to the Tennessee property

MOTION: Replace tables and chairs to the Tennessee property for resident enjoyment of the green space.

Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**
Staff time and cost to replace the tables and benches

Attachments: **(Please attach any diagrams or pertinent information concerning this Agenda Item. Please list the attachments.)** _____
None

Trustee D Deerwester

Date Submitted 9/5/24

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM PP 38

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

Agenda Replace and Possible Relocation of Golf Practice Equipment

For Upcoming Meeting—Date Sept 19, 2024

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): _____

Per conversation during the 9/17/24 workshop

MOTION: Replace the existing practice golf equipment located on TEN property.

MOTION: Relocate the practice golf equipment from the TEN property to the TN property due to the flooding and poor ground condition of the TEN property.

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

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

Pictures of existing practice golf equipment & ground condition located on TEN property.

Trustee D Deerwester

Date Submitted 9/5/24

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

**TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM**

PP 38

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

Agenda Resolution 2024-07 Indemnification

For Upcoming Meeting—Date September 17, 2024

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): motion to adopt
Resolution 2024-07 to provide indemnification for specific groups and individuals.

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.)** _____
Resolution 2024-07

Trustee Chairman Trotter

Date Submitted 09/04/2024

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

RESOLUTION 2024-07

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TRAILER ESTATES PARK AND RECREATION DISTRICT IMPLEMENTING A POLICY WITH REGARD TO SUPPORT AND LEGAL DEFENSE; PROVIDING FOR AMENDMENT; PROVIDING AN EFFECTIVE DATE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR CONFLICT.

WHEREAS, the Board of Trustees of the Trailer Estates Park and Recreation District (the "District"), District Officers, District employees, and certain independent contractors, Architectural Review Committee ("ARC") members, and any District-approved committees are presented with the necessity for making decisions regarding various phases of District policy and management; and

WHEREAS, it is essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the Board of Trustees, its Officers, District employees, certain independent contractors, ARC members, and committees is maintained at a minimum; and

WHEREAS, the Board of Trustees wishes to formalize its policy with regard to the support and legal protection of certain protected parties as defined below so as to reduce the threat of personal liability to such individuals.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF TRAILER ESTATES PARK AND RECREATION DISTRICT, THAT:

SECTION 1. The recitals stated above are hereby adopted and incorporated herein by reference. As set forth in this Resolution, the Trailer Estates Park and Recreation District, in accordance with Florida law, agrees that the following Board members, Officers, certain employees, independent contractors, ARC members, and Committees of the District shall be provided the benefit of the indemnification, support, and legal defense provisions provided in this Resolution:

- (a) All members of the Board of Trustees, Officers of the Board of Trustees, ARC members, all members appointed by the Board of Trustees to District-created committees, the District Manager and support personnel, employees of the District, and the District Counsel (hereafter "Protected Parties").
- (b) Independent contractors and other agents or persons not listed in Section 1(a) of this Resolution shall not be so indemnified with respect to any service provided to the District except to the extent permitted by law and

authorized by a majority vote of the members of the District's Board of Trustees.

SECTION 2. As set forth in this Resolution and in accord with sections 111.07 and 768.28, Florida Statutes, the District hereby agrees to provide legal representation to defend any and all civil actions, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any act or omission of action of any of the Protected Parties of the District, *present or former*, arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the Protected Party acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personally against any of the above-listed Protected Parties for an act or omission under color of state law, custom, or usage, wherein it is alleged that such Protected Party has deprived another person of rights secured under the Federal Constitution or laws, including, by way of example, actions under 42 U.S.C. § 1983 or any other federal statute. The District hereby further agrees to provide legal representation to defend against any other litigation arising against the Protected Parties from the performance of their official duties while serving a public purpose, including civil, administrative, or criminal actions as permitted by law. By these provisions, the District does not waive any immunity from liability or limited waiver of such immunity as granted under Florida law. Rather, the District is stating that to the extent the state does not, through its laws, protect the Protected Parties from liability; it is committed to doing so to the extent described in this Resolution.

SECTION 3. The District may insure itself in order to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit which directly results from a decision or act made by a Protected Party while performing the duties and functions of his or her position.

SECTION 4. This Resolution is intended to evidence the District's support of its Trustees, Officers, certain employees, certain independent contractors, and certain committee members who perform acts and render decisions in the good faith performance of their duties and functions. The District will neither support nor defend those actions or omissions committed by an individual outside the scope of his or her office/employment or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In the event that the District has expended funds to provide an attorney to defend a Protected Party who is found to be personally liable by virtue of actions outside the scope of his or her employment or function, or is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton disregard for human rights, safety, or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.

SECTION 5. The District agrees to pay any final judgment, including fines, penalties, damages, costs, and attorney's fees and costs, arising from any complaint for

damages or injuries suffered as a result of any action or omission of action of any Protected Party as described in Section One (1) of this Resolution, in any civil action or civil rights law suit described in section 111.07, Florida Statutes. If the action arises under section 768.28, Florida Statutes, as a tort claim, the limitations and provisions of that section governing payment shall apply. If the action is a civil rights action arising under 42 U.S.C. § 1983, or similar federal statutes, payment for the full amount of judgment may be made unless the individual has been determined in the final judgment to have caused the harm intentionally. The District agrees to pay any compromise or settlement of any claim or litigation described in this paragraph, provided, however, that the District determines such compromise or settlement to be in the District's best interests.

SECTION 6. Payment of judgments or provision of legal representation pursuant to this Resolution is conditioned on the following as determined in the sole discretion of the District:

- (a) The actions of the Protected Party were within the scope of his or her duties and authority; and
- (b) The acts or omissions of the Protected Party did not constitute bad faith, malicious purpose, intentional infliction of harm, or were not done in a manner exhibiting wanton and willful disregard of human rights, safety, or property; and
- (c) The Protected Party did not receive any financial profit or advantage to which he or she was not legally entitled; and
- (d) A copy of the summons, complaint, notice, demand letter, or other document or pleading in the action, or a letter setting forth the substance of any claim or complaint was delivered to the District Chair, Vice Chair, District Manager, or District Attorney within fourteen (14) calendar days after actual receipt of any such document together with a specific request in writing that the District defend or provide representation for the individual; and
- (e) The Protected Party cooperates continuously and fully with the District in the defense of the action.

SECTION 7. Any indemnification, legal defense, or other protection provided pursuant to this representation shall not extend to:

- (a) Consulting or other outside professional or business activities for which the Protected Party received financial or other material compensation, which are outside the scope of his or her District duties and authority; and

- (b) Any independent contractor for whom defense or indemnification is not authorized pursuant to Section 1(b) of this Resolution; and
- (c) Any fine, penalty, or other punishment imposed as a result of conviction for a criminal offense, and any legal fees and costs incurred to defend criminal prosecution in which a conviction is obtained; and
- (d) Any indemnification or defense prohibited by law.

SECTION 8. In the event legal representation or defense is provided pursuant to this Resolution, the Protected Party may either:

- (a) retain legal counsel appointed by the District, in which case legal counsel shall be paid directly by the District; or
- (b) retain legal counsel chosen by the Protected Party, in which case the District shall have the right to:
 - (i) approve, in advance, any agreement for legal fees or disbursements; and
 - (ii) pay all or part of the legal fees, costs, and other disbursements and to set a maximum for legal fees, costs, and other disbursements; and
 - (iii) direct the defense and settle or compromise the action or claim.

Any monies that may be payable by the District shall be reduced or offset by any court costs or attorneys' fees awarded to the Protected Party.

SECTION 9. The benefits of the policy adopted in this Resolution shall not enlarge the rights that would have been available to any third-party plaintiff or claimant in the absence of this policy.

SECTION 10. This Resolution shall not apply to actions initiated by the District against a Protected Party.

SECTION 11. To the extent permitted by law, this Resolution shall inure to the benefit of the heirs, personal representatives, and estate of the Protected Parties.

SECTION 12. The District reserves the right to change, modify, or withdraw this Resolution in its sole discretion, except as to actions, demands, or other claims based on acts or omissions which occurred before the effective change, modification, or withdrawal of this Resolution.

SECTION 13. This Resolution shall be effective as of its adoption on the date listed below and shall apply to any acts or omissions occurring after that date.

SECTION 14. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 15. To the extent of any conflict, this Resolution supersedes the terms of any prior Resolution. This policy supplements the protections provided in the District's Enabling Act.

PASSED AND ADOPTED by the Trailer Estates Park and Recreation District Board of Trustees, meeting in regular session this _____ day of _____, 2024.

ATTEST:

**TRAILER ESTATES PARK AND
RECREATION DISTRICT, an
independent special park and
recreation district.**

By: _____
Secretary

Duane Trotter
Chair

TRAILER ESTATES PARK AND RECREATION DISTRICT

BOARD AGENDA ITEM FORM

PP 38

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

Agenda Insurance Renewals - Fiscal Year 2024-25

For Upcoming Meeting—Date September 17, 2024

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): _____

Motion to approve the proposal from EGIS Insurance & Risk Advisors for Property & casualty, Auto, Workers Compensation, Flood, Trustee Bonds insurances.

Costs/Estimated Costs: (Required if agenda item includes spending district money.)
Estimated Cost is \$136,500

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

Package Information & Spreadsheet Recap

Trustee Treasurer Nickels

Date Submitted 09/06/2024

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

Trailer Estates Park and Recreation District

Deductibles	FIA 2024-25 Proposal	FIA 2023-24 Proposal
Property - All Other Perils	\$2,500	\$2,500
Property - Named Storm	5% Subject to a min. of \$10,000	5% Subject to a min. of \$10,000
Property - Flood	\$2,500 Except Flood Zones A & V	\$2,500 Except Flood Zones A & V
Inland Marine	\$1,000	\$1,000
General Liability	\$0	\$0
Public Officials Liability	\$0	\$0
Employment Practices Liability	\$0	\$0
Auto Comprehensive / Collision	\$250 / \$1,000	\$250 / \$1,000
Crime	\$1,000	\$1,000
Cyber	\$0	\$0

Property Coverages	FIA 2024-25 Proposal	FIA 2023-24 Proposal
Total Insured Values (TIV)	Property: \$8,397,398 Inland Marine: \$112,668 Total: \$8,510,066	Property: \$7,735,662 Inland Marine: \$112,668 Total: \$7,848,330
Property Coinsurance (Penalty if not insured to % of actual value stated)	No Coinsurance Penalty	No Coinsurance Penalty
Flood	Full Property Value* Excess of NFIP for Flood Zones A and V	Full Property Value* Excess of NFIP for Flood Zones A and V
Earth Movement	Full Property Value	Full Property Value
Crime	\$100,000	\$100,000
Expediting Expenses	\$250,000	\$250,000
Debris Removal	Greater of \$250,000 or 25%	Greater of \$250,000 or 25%
Preservation of Property	\$250,000	\$250,000
TRIA	Included	Included

Liability Coverages	FIA 2024-25 Proposal	FIA 2023-24 Proposal
General Liability - Overall	\$1,000,000	\$1,000,000
General Liability - Medical Payments	\$5,000	\$5,000
Public Officials Liability "POL"	\$1,000,000 / \$2,000,000 No Retroactive Date - Full Prior Acts Coverage	\$1,000,000 / \$2,000,000 No Retroactive Date - Full Prior Acts Coverage
Employment Practices Liability (EPLI)	\$1,000,000 / \$2,000,000 No Retroactive Date - Full Prior Acts Coverage	\$1,000,000 / \$2,000,000 No Retroactive Date - Full Prior Acts Coverage
Deadly Weapon Protection	\$1,000,000	\$1,000,000
Cyber (most coverages)	\$1,000,000 No Retroactive Date - Full Prior Acts Coverage	\$1,000,000 No Retroactive Date - Full Prior Acts Coverage
Cyber (social engineering)	\$250,000	\$250,000
Auto Liability	\$1,000,000	\$1,000,000

Package Premium	FIA 2024-25 Proposal	FIA 2023-24 Proposal
	\$85,832.00	\$79,374.00

Workers Compensation	FIA 2024-25 Proposal	Savings
Limits: \$1,000,000 / \$1,000,000 / \$1,000,000	\$10,376.95 Payroll \$406,551	\$11,399.95 Payroll \$406,551

Flood Coverage	National General	National General
Estimated	\$39,000.00	\$38,290.00

Bond Coverage - Trustees	FIA 2024-25 Proposal	FIA 2023-24 Proposal
Estimated	\$1,250.00	\$1,156.00

Total Premium	Insurance 2024-25 Proposals	FIA 2023-24 Proposal
	\$136,458.95	\$130,220.00



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.

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. <i>See item Four for Hired or Borrowed Autos.</i>	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 <i>See item Four for Hired or Borrowed Autos.</i>	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 <i>See item Four for Hired or Borrowed Autos.</i>	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
Fraudulent Instruction: \$250,000



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., 10/01/2024, 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, 2024

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 (\$8,397,398), Inland Marine (\$112,668), and Auto Physical Damage (\$23,580).

Signature: _____ Date: _____

Name: _____

Title: _____

Quotation being provided for:

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

Term: October 1, 2024 to October 1, 2025

Quote Number: 100124926

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	\$8,397,398
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

\$69,781

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



INVOICE

Customer	Trailer Estates Park & Recreation District
Acct #	1249
Date	09/05/2024
Customer Service	Charisse Bitner
Page	1 of 1

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

Payment Information	
Invoice Summary	\$ 85,832.00
Payment Amount	
Payment for:	Invoice#25316
100124926	

Thank You

Please detach and return with payment



Customer: Trailer Estates Park & Recreation District

Invoice	Effective	Transaction	Description	Amount
25316	10/01/2024	Renew policy	Policy #100124926 10/01/2024-10/01/2025 Florida Insurance Alliance Package - Renew policy Due Date: 9/5/2024	85,832.00
				Total
				\$ 85,832.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:
Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349

Remit Payment To: Egis Insurance Advisors P.O. Box 748555 Atlanta, GA 30374-8555	(321)233-9939	Date
	sclimer@egisadvisors.com	09/05/2024



PREMIUM SUMMARY

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

Term: October 1, 2024 to October 1, 2025

Quote Number: 100124926

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$69,781
Crime	\$535
Automobile Liability	\$589
Hired Non-Owned Auto	Included
Auto Physical Damage	\$471
General Liability	\$8,052
Public Officials and Employment Practices Liability	\$6,404
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$85,832

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:

(None)



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Workers Compensation

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.

Quotation being provided for:

Trailer Estates Park & Recreation District
1903 69th Avenue West
Bradenton, FL 34207

Term: October 1, 2024 to October 1, 2025
Coverage Provided by: Florida Insurance Alliance
Quote Number: WC100124926

TYPE OF INSURANCE

Part A	Workers Compensation <ul style="list-style-type: none"> • Benefits: FL Statutory (Medical, Disability, Death)
Part B	Employers Liability: <ul style="list-style-type: none"> • \$1,000,000- Each Accident • \$1,000,000- Disease- Policy Limit • \$1,000,000- Disease- Each Employee

Class Code	Description	Payroll	Rate	Premium
9102	Park NOC - All Employees & Drivers	\$406,551	2.81	\$11,424.08
Total Manual Premium				\$11,424.08
Increased ELL 1M/1M/1M				\$159.94
				\$11,584.02
Workplace Safety Credit – 2%				\$0.00
Drug Free Workplace Credit – 5%				\$0.00
Experience Modification				0.880000
Standard Premium				\$10,193.94
Premium Discount				\$17.65
Expense Constant				\$160.00
Terrorism				\$40.66
Policy Total				\$10,376.95

Additional terms and conditions, including but not limited to:

1. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverages.
2. The Coverage Agreement premium shall be pro-rated as of the first day of coverage from the minimum policy premium.
3. Down payment is due at inception.
4. The Trust requires that the Member maintains valid and current certificates of workers' compensation insurance on all work performed by persons other than its employees.
5. If NCCI re-promulgates a mod, we will honor the mod as promulgated. If the mod changes during the fund year, we reserve the right to apply a correct mod back to the inception date of the Coverage Agreement.
6. Safety and Drug Free program credits (if applicable) are subject to program requirements.
7. Payrolls are subject to final audit.
8. Deletion of any coverage presented, Package and/or Workers' Compensation, will result in re-pricing of account.

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 Waterfront Work - 6922 E. Bayou Ln

For Upcoming Meeting—Date September 17, 2024

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 waterfront work on 6922 E. Bayou as per attached plans.

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.)** ARC Approvals, site diagrams, and Plans.

Trustee Rod Smith

Date Submitted August 30, 2024

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

**TRAILER ESTATES PARK AND RECREATION DISTRICT
DEED RESTRICTIONS BUILDING REQUEST PP 33**

THIS FORM IS ONLY FOR APPROVAL OF BUILDING REQUESTS AS DEFINED IN THE TRAILER ESTATES DEED RESTRICTIONS. PROPERTY OWNER SHOULD CONTACT MANATEE COUNTY DIRECTLY TO DETERMINE IF BUILDING PERMITS OR OTHER ADDITIONAL LAND DEVELOPMENT APPROVALS ARE REQUIRED. They can be reached at MANATEE COUNTY PERMITTING DEPT., 1112 Manatee Ave West 2nd floor, Bradenton, FL 34205 , 941-749-3047 ext.3800

Clayton, Russell 6922 E. Bayou Lane PERMIT NUMBER: 227
 440-376-5610
 (Print) LAST NAME FIRST ADDRESS PHONE
 43 20 45 4' 1
 BLOCK NUMBER LOT NUMBER(S) SUBDIVISION OR ADDITION

TYPE OF CONSTRUCTION Example: NEW HOME, ADDITION, CEMENT WORK, PORCH, A/C, RESIDING, ETC.

Replace existing sea wall - see attached note

DIMENSIONS: (W-L-H) BUILDER CONTRACTORS NUMBER

SET BACKS	FRONT	BACK	LEFT SIDE	RIGHT SIDE	
ORIG & 2 nd ADD	5'	5'	4'	2'8"	(single lots only) otherwise 4' SET BACKS
1 st ADD	5'	5'	4'	4'	ARE MEASURED FROM
3 rd to 7 th	5'	5'	5'	5'	PROPERTY LINE

MAKE SCALE DRAWING ON REVERSE SIDE OR SUBMIT SEPARATE SHEET(S) SHOWING PROPER SETBACKS. ASK OFFICE FOR SHEETS.

EXPIRATION: THIS BUILDING REQUEST EXPIRES DATE OF APPROVAL.

APPROVAL IS FOR SETBACKS ONLY. ALL REQUIREMENTS MUST BE FOLLOWED AND APPROVED.

I, the undersigned owner or purchaser of 13 of Trailer Estates do hereby certify that I assume full responsibility to conform as shown in the drawings, plans, and specifications as submitted. If said construction before this application is approved and a building permit is issued by the County, the construction work will be stopped immediately and I shall be subject to County Zoning Laws as per violation. If such violation is remedied, I also remain responsible for any other persons property as to damage done by contractors working for my benefit, and I shall see that the damage is corrected at no cost to the district or property owner.

Board Mtg
Sept 17

RECEIVED
AUG 27 2024

NOTIFY DISTRICT OFFICE WHEN WORK STARTS AND UPON COMPLETION. SIGNING THIS GIVES ARC PERMISSION TO ENTER YOUR PROPERTY.

8-13-2024 Date
Russell Clayton Property Owner

OFFICE USE

APPROVED, DISAPPROVED OR PENDING Date: 8/27/24 Denise Petrelli Hobst
 For The Board of Trustees

* EXPLANATION: contingent on TE Board approval

APPLICANT NOTIFIED BY phone VM ON 8/27/24 @ 1:43 PM (date)

August 13th 2024

Replace seawall

Russell & Laurie Clayton

6922 E. Bayou Lane

Phone: 440-346-5610

Email: rjcshop@pm.me

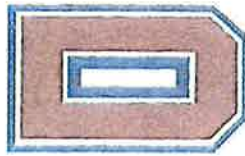
It has been determined that our seawall is in serious need of repair/replacement. We hired Foster Consulting to evaluate the condition of the seawall, and they have determined that it needs to be replaced within 12 months. Their full report is included. We then contacted Duncan Seawall & Dock Company, and they have submitted a proposal to do the repair/replacement. Their proposal is included.

Unfortunately for us this is going to be a very expensive undertaking. Our boat lift will have to be removed and re-installed once the project is completed.

There are no plans to make any changes to the existing configuration. There may be some slight minor differences due to the rebuild construction methods, local codes, etc. but everything will remain the same.

Best regards,

Russell Clayton



DUNCAN
SEAWALL, DOCK & BOAT LIFT, LLC

August 12, 2024

Mr. Russell Clayton
6922 E Bayou Lane
Bradenton, FL 34207

Dear Mr. Clayton:

Thank you for choosing Duncan Seawall, Dock and Boat Lift for your seawall and lift project. We know there are other companies to choose from and we appreciate the opportunity to earn your business. Duncan Seawall has installed, serviced and repaired all types of waterfront structures since 1979 and has maintained an excellent reputation for quality workmanship.

As Florida's most trusted marine contractor, Duncan Seawall offers a variety of marine construction services that can be seen throughout Southwest Florida. Duncan Seawall has the necessary equipment and personnel to take on any size project. We have become the area's largest and most respected marine construction company due to our reputation for providing excellent service, quality workmanship, and dedication to customer relationships.

When choosing a marine contractor be sure that they are properly licensed and insured. If the contractor has "Worker's Compensation coverage", but not specifically USL&H and Jones Act endorsement (code 6006F), **THEY AND YOU ARE NOT PROPERLY PROTECTED** (General Worker's Compensation insurance does not provide coverage over/near the water). For your protection, ask for verification of this coverage. Additionally, Duncan Seawall, Dock and Boat Lift is insured by International Marine Underwriters for General Liability.

Duncan Seawall, Dock and Boat Lift is a licensed State Certified Marine Contractor, General Contractor and the only local marine construction company with an in-house Electrical Contractor, license numbers SCC131151670, #A1346, CGC1517864 and EC13005773. Duncan Seawall is an Accredited member of the Better Business Bureau with an A+ rating, an "Anchor" Member in the Florida Marine Contractors Association, as well as members of Citizens for Florida Waterways and South West Florida Marine Industries Association.

Thank you again for allowing Duncan Seawall the opportunity to provide an estimate for your waterfront project. We realize construction estimates can often be overwhelming and confusing. After reviewing the attached proposal, if you have any questions or would like to make any changes, please do not hesitate to call. I would appreciate the opportunity to meet with you again in our new state of the art design center/retail center where you can see many of the options available as well as discuss the proposal and any of your questions in greater detail.

Sincerely,

Thomas Glancy
Regional Sales Manager

Fully Licensed, Insured and Bonded



August 12, 2024

Mr. Russell Clayton
6922 E Bayou Lane
Bradenton, FL 34207

Phone: 440-346-5610
Email: rjshop@pm.me

Dear Mr. Clayton:

Thank you for choosing Duncan Seawall, Dock and Boat Lift for your waterfront enhancements. Duncan Seawall has been in business since 1979 and has maintained an excellent reputation for quality workmanship. Our proposal is as follows:

Duncan Seawall, Dock and Boat Lift will extract and remove from site the existing dock and all associated pilings to allow access to the seawall for the following repairs. The boat lift will also be removed and set aside for later installation after the wall is constructed. The owner is responsible for disconnecting and reconnecting all electric and water at the seawall as needed. If Duncan Seawall disconnects the electric and water, there will be an additional \$445.00 fee added to the project total. This charge does not include reconnection of the electric and water.

40' of Vinyl Wall in Front of Existing Concrete Wall with Concrete Cap:

Duncan Seawall will remove the upland 6' x 40' concrete sidewalk and cap as needed and will supply and install 40' of Vanguard brand Series 700 vinyl sheet panels using water-based equipment. The panels will be driven in front of the existing concrete seawall, not jetted with water, approximately 50% of their length or to impassable rock or debris. The void between the existing wall and the new wall will be filled with steel reinforced concrete. The new wall and the existing wall will have 1¼" wellpoints with filter cloth installed on the landward end of the PVC to prevent erosion, approximately 6' on center for hydrostatic pressure release. Vanguard brand engineered vinyl sheet piling has a manufacturer's 50-year limited warranty, see attached for additional warranty information.

The wall will be supported by (5) 1" x 10' galvanized tieback rods which will be spaced a maximum of 10' along the entire seawall. Each tieback rod will have (1) 6" x 6" x ½" galvanized steel plate bolted at the end which will be encased in the new seawall cap. These tieback rods will connect the wall and cap to an MR-SR Manta Ray anchor which will be driven into the yard and preloaded to approximately 13,000 P.S.I.

The seawall cap will be approximately 24" high x 28" wide. This will be constructed of 5,000 P.S.I. concrete with (7) pieces of #5 reinforcing steel rebar placed horizontally with a minimum of 26" overlaps. We will place #3 steel rebar stirrups within the cap on 18" centers. The concrete within the cap will also include a fiber mesh additive for additional strength. Once the concrete has been finished, Kurez curing compound will be applied to help minimize plastic-shrinkage cracks and extend the life of the cap.

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Clayton

Page 2 of 4

August 12, 2024

The area adjacent to the seawall will be rough graded and left to be filled by others. Please be advised, additional fill will be required prior to sod placement/final landscaping by others. If requested, Duncan Seawall will provide a separate quote for the additional fill once construction is complete. Duncan Seawall recommends waiting until the fill behind the wall has sufficiently compacted before doing any hardscaping behind the wall. Once the sidewalk has been removed behind the wall, the condition of the upper deck and retaining wall can be assessed to determine if additional repairs are needed, and a separate proposal will be provided for those repairs.

For the Cost of: \$43,381.00

Please be advised, this is a major construction project and Duncan Seawall will not be responsible for damage to landscaping, sod, paved areas, fences or any other items damaged in the construction area or along the access path. If any damage occurs to the neighboring properties during the construction process, the customer will be responsible for any necessary repairs. The owner is responsible for disconnecting and reconnecting all electric, water and/or sprinkler lines at the seawall as needed. If Duncan Seawall disconnects the electric and water, there will be an additional \$445.00 fee added to the project total. This charge does not include reconnection of the electric and water, nor does it include any work to the irrigation and sprinklers.

If at any point prior to or during construction, the seawall should shift or fail, owner is responsible for all additional costs including but not limited to equipment, labor, material or necessary design changes.

Reinstall Elevator Lift:

Duncan Seawall will reinstall the previously removed aluminum elevator boat lift. The aluminum I-beams supporting the lift will be re-jetted 10' into the bay bottom or to impassable strata by means of jetting using a standard Trash Pump (whichever is less). The aluminum I-beams will be set at the previous height above the decking on the dock. The lift will be supported by stainless steel studs embedded in the concrete cap, and the lift will be mounted at approximately a 22° angle (same as the previous installation). The lift will include all the previously removed hardware. As the condition of the lift is unknown, and the process of dismantling and reinstalling a lift can reveal underlying problems or render some items useless, additional parts and labor may be required to get the lift operating properly. If so, an additional charge will be added to the final total to cover those costs.

For the Cost of: \$6,462.00

Electric:

Final connection of the lift controls to the existing power source is not included in the lift price. However, Duncan Seawall will supply the required wire, in code compliant PVC conduit from motor unit to motor unit and will mount the motors and switches to the lift piling (a \$750.00 value). All wiring must be completed by an approved electrician for any standard warranties to be enforceable.

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Clayton

Page 3 of 4

August 12, 2024

If desired, Duncan Seawall's state certified electrical division would appreciate the opportunity to provide a separate quote for the final connection to the existing power source. The electrical wiring must include a four pole disconnect and regular inspection and/or replacement of the zinc anodes is required to maintain your lift properly. Duncan Seawall will mount, install the remote-control unit and make the motor-to-motor connections into the control box. Final connection to the electrical source is to be completed by others. Duncan Seawall will not be responsible for any work completed by others.

Due to the shallow water, there will be some tides a boat will not be able to get on or off the lift.

If rock stratum, clay or debris is encountered and the sheets must be installed by an alternate method into the bay bottom or an engineered design change is required to achieve sufficient panel embedment into the bay bottom, an additional charge will be added to the project total. If surface debris is encountered that has to be removed for the installation of the panels, an additional charge will be added to the project total. The customer will be notified as soon as changes to the proposed plan are discovered and will be given pricing options prior to any additional work started.

Material Delivery:

The material will be delivered and placed on the north side of the house and will be brought to the rear of the property along that side of the house. Although care will be taken, Duncan Seawall will not be responsible for any damage to landscaping, sod, paved areas, fences or any other items damaged in the construction area or along the access path. If the staging/access area is not available, a different staging area will need to be obtained which will increase the cost of the project.

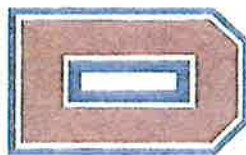
Permitting:

Price quoted does not include any permitting costs. Duncan Seawall will obtain the local permit and the D.E.P. and/or Army Corps of Engineers approvals if required. All costs (including surveys and/or engineering fees) required by any of these agencies will be the owner's responsibility and added to the project total. *Although the proposed wall is believed to meet engineering standards, the quoted price may be adjusted if changes are required upon engineering review.* Should the Customer opt to use any subcontractors under Duncan Seawall's License, the Customer will be responsible for any fees associated with failed inspections, re-inspections, and/or modifications required as a result and a charge of \$250.00 will be added to cover administrative time.

Duncan Seawall will attempt to make the customer aware of any potential conditions or problems during the introduction process; however, from time to time unexpected/unforeseen conditions do arise. The customer will be responsible for additional equipment and labor costs that may become apparent during the construction process due to undisclosed, undiscovered and/or unforeseen conditions.

Duncan Seawall will forward/transfer all warranties provided by any manufacturers and suppliers. Upon acceptance of this proposal, Duncan Seawall requests a 10% down payment and will then submit monthly pay requests to the customer based on a percentage of completion until the project is complete, at which time the balance in full will be due. Payment is due within (5) days of receipt of the invoice(s). Credit card transactions are subject to a 2.5% non-refundable fee charged by a third-party payment processor.

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DUNCAN
SEAWALL, DOCK & BOAT LIFT, LLC

Clayton

Page 4 of 4

August 12, 2024

This contract incorporates Florida Statute 713.015 relating to Florida construction lien laws as attached. Interest will accrue at 18% per annum on all accounts not paid within (10) days of project completion. In the event of legal action concerning or relating to this Proposal/Contract, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs, whether for negotiation, trial or appeal.

Respectfully submitted,

Thomas Glancy
Regional Sales Manager

NOTE: Due to the current economic inflationary period, Duncan Seawall may withdraw this proposal if not accepted within (10) days. Additionally, if at the time of construction material costs have increased since the time the proposal was executed, Duncan Seawall reserves the right to pass these additional costs to the customer with no additional markup.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Duncan Seawall, Dock and Boat Lift is authorized to do the work as specified above. *I have initialed next to the option(s) I want Duncan Seawall, Dock and Boat Lift to complete.*

Signature: _____ Date: _____

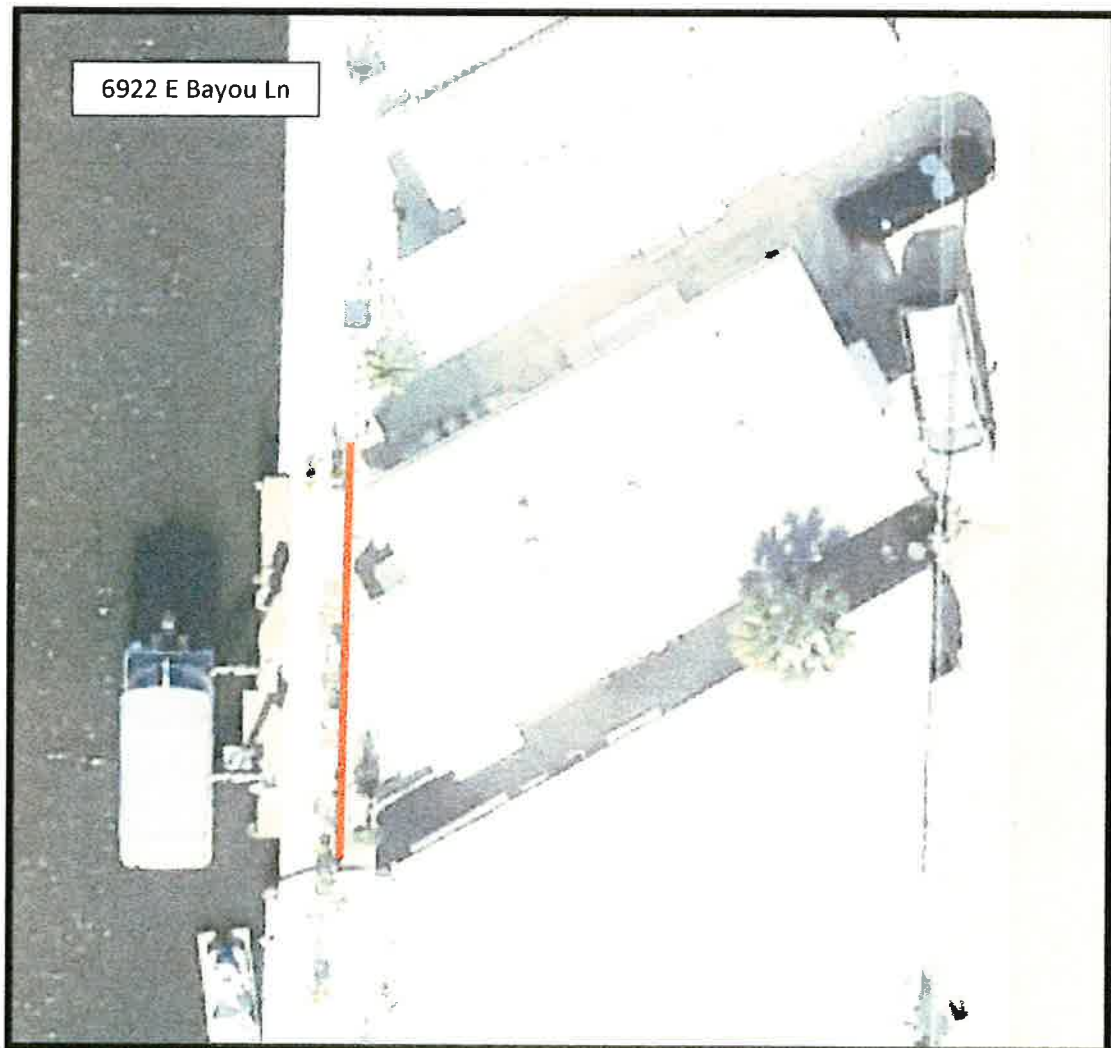
Fully Licensed, Insured and Bonded

August 8th, 2024

Russell Clayton
rjcshop@pm.me
Re: Seawall Inspection at 6922 E Bayou Lane, Bradenton

Dear Russell:

On July 25th, 2024, Foster Consulting, a marine structural engineering firm, inspected the referenced seawall and found the following:



Terms and definitions:

For the purposes of this report and to develop an understanding of the structural components of a concrete slab seawall, the following terms and schematic are presented below:

Exposed Height – The measurement between the top of the cap to the mudline. Critical dimension in seawall design.

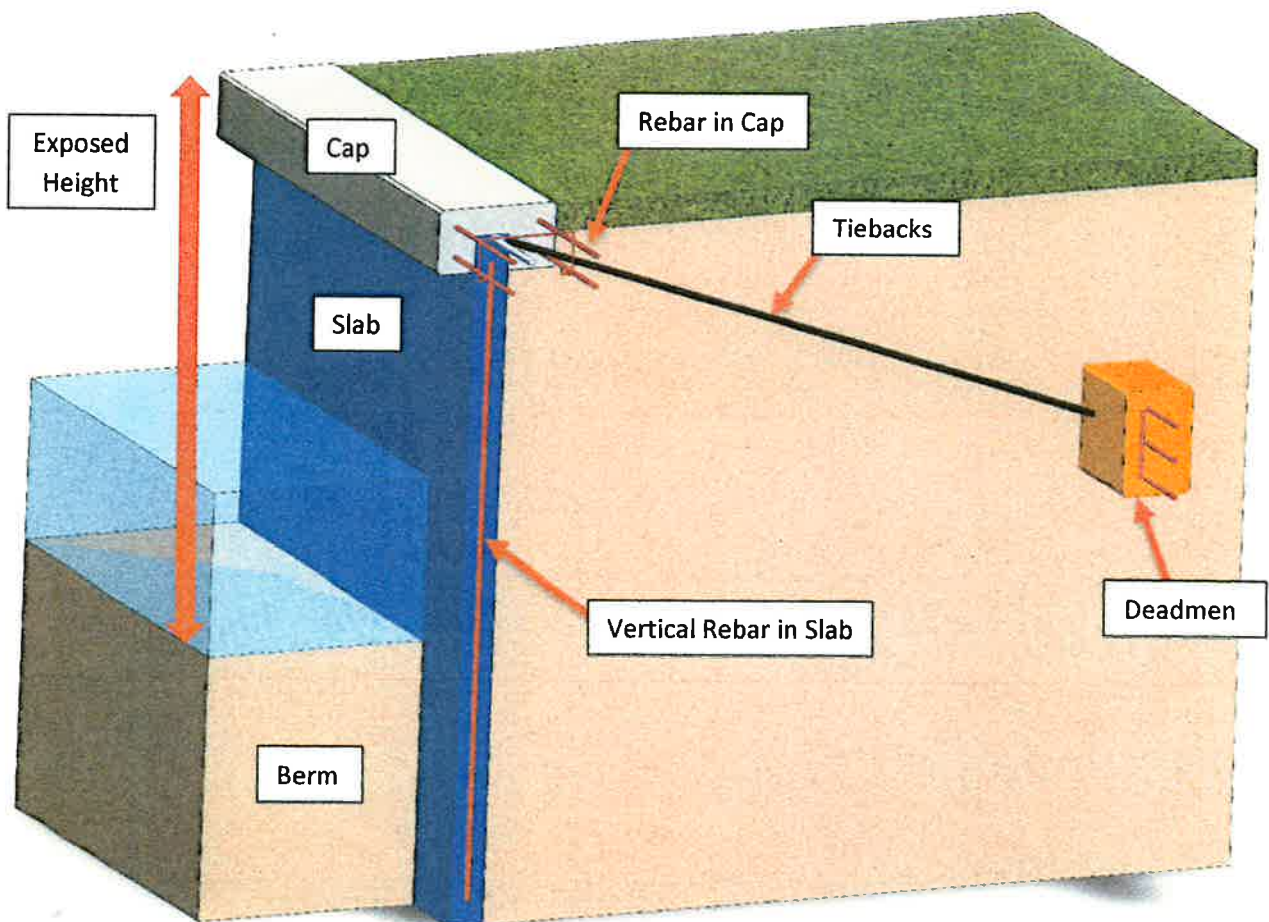
Slab – “Blue” – A tongue and groove reinforced (rebar) concrete slab that is jetted into the ground with a minimum penetration around 40% in good sands.

Cap – “Gray” – After the slabs are installed, a reinforced concrete cap is poured over the slabs. The cap keeps the slab in line, provides structural support between the tie rods, and provides a connection point for the tieback rod and slabs.

Tieback Rod – “Black” – Steel rebar that is connected from the cap to the concrete deadman. This anchor, when connected to the deadman and cap, supports the top portion of the seawall.

Concrete Deadman – “Tan” – A reinforced concrete block that is typically 30” below grade.

Berm – “Brown” – The mudline in front of the wall.

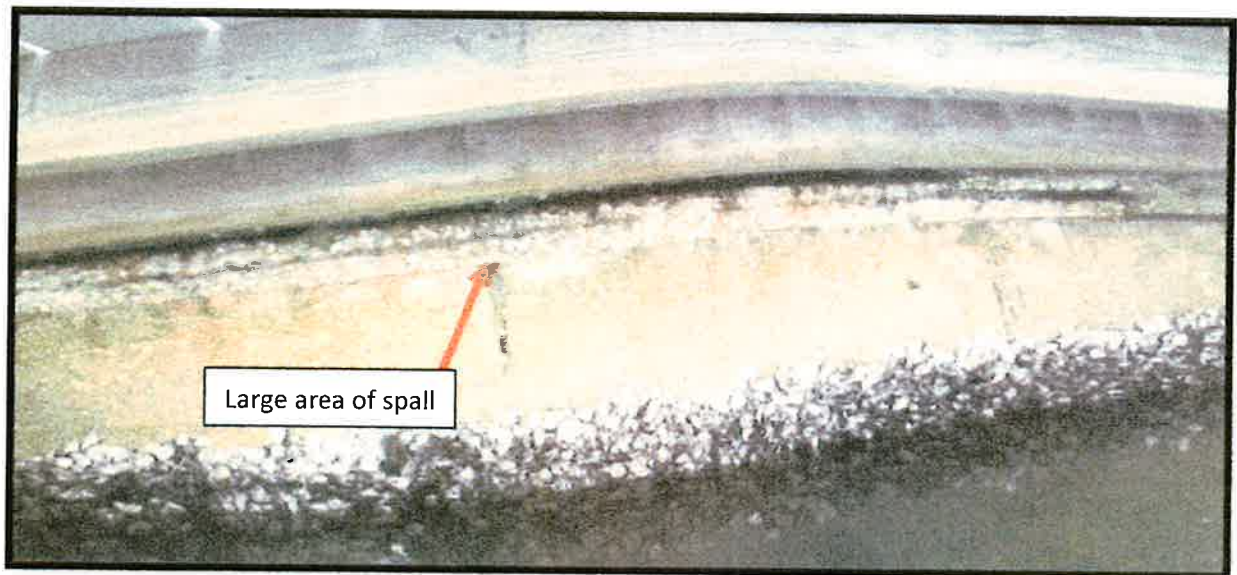


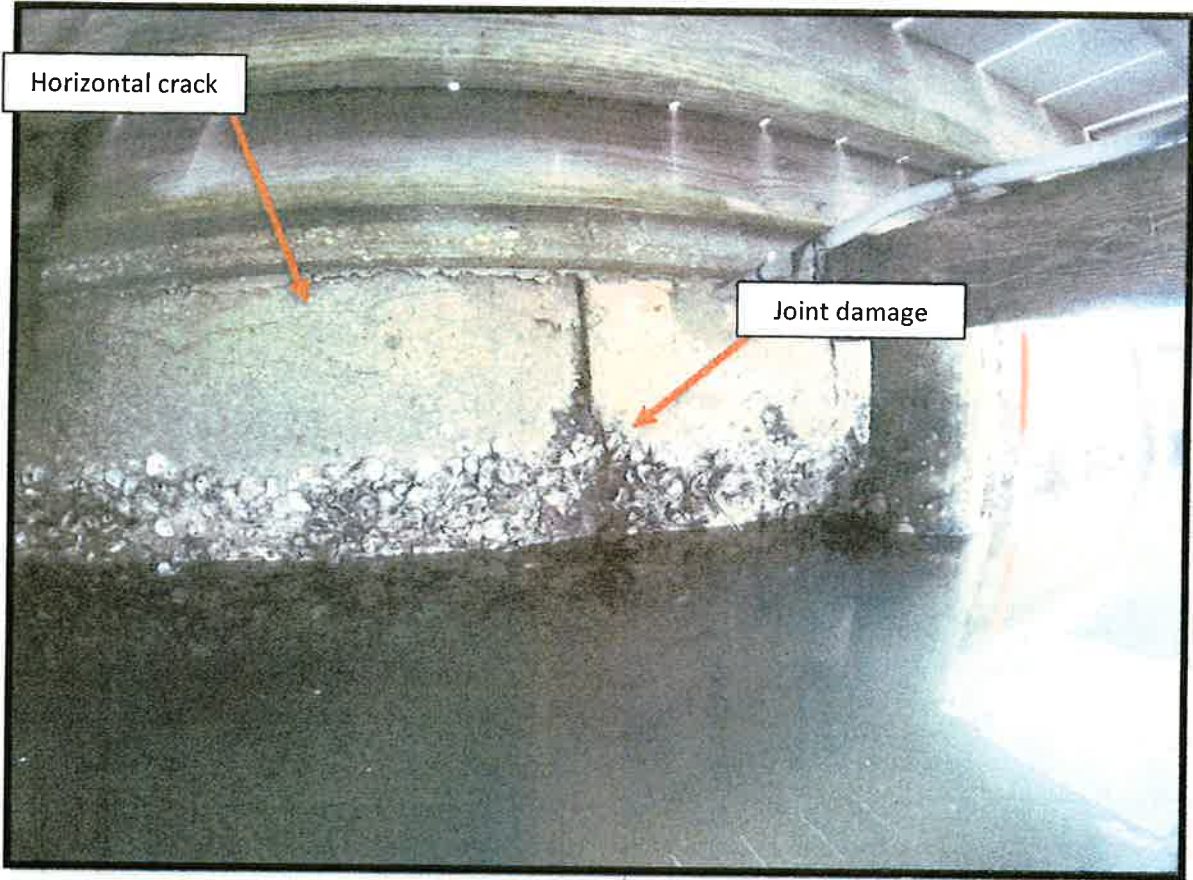
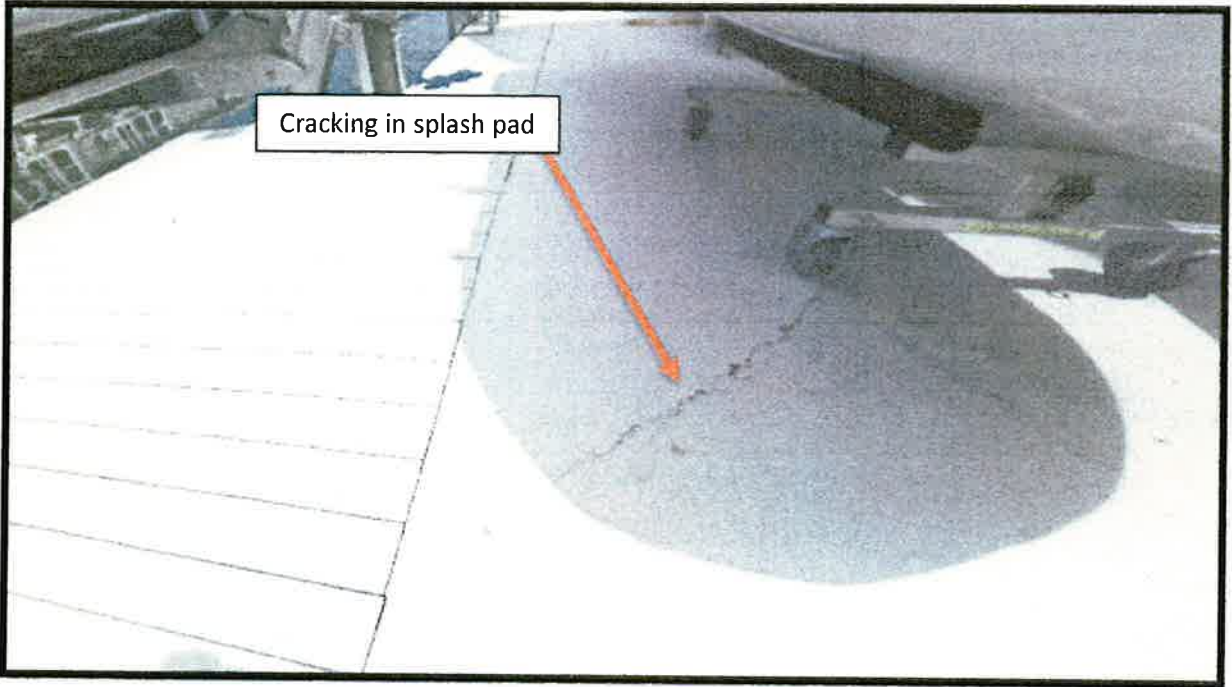
Seawall

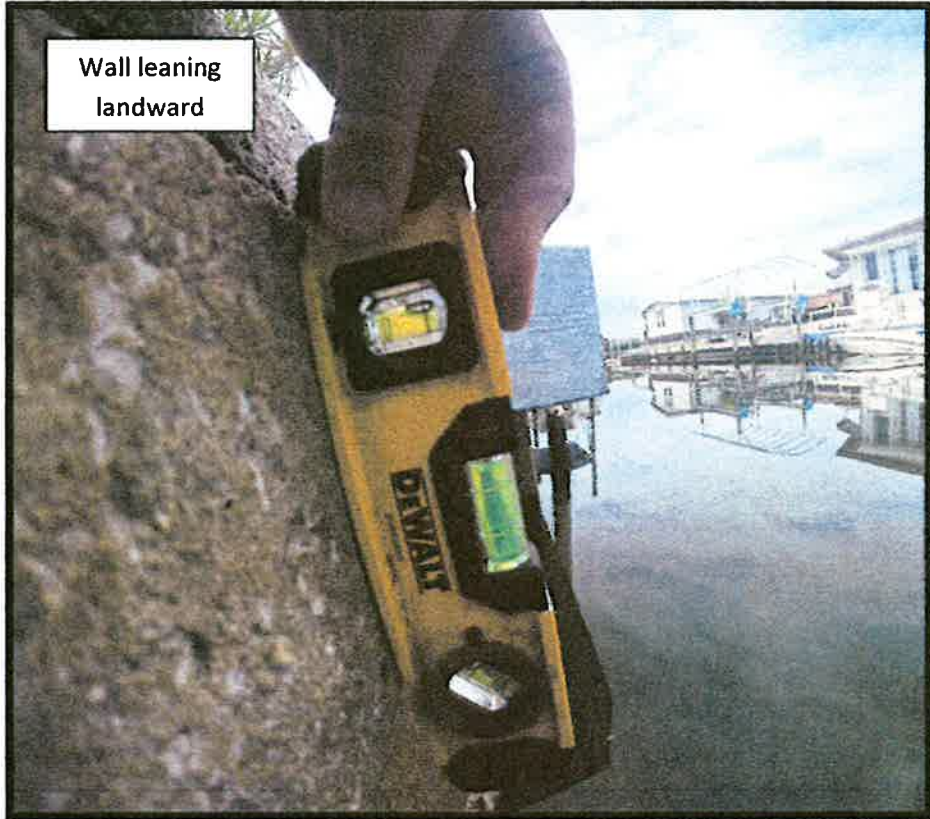
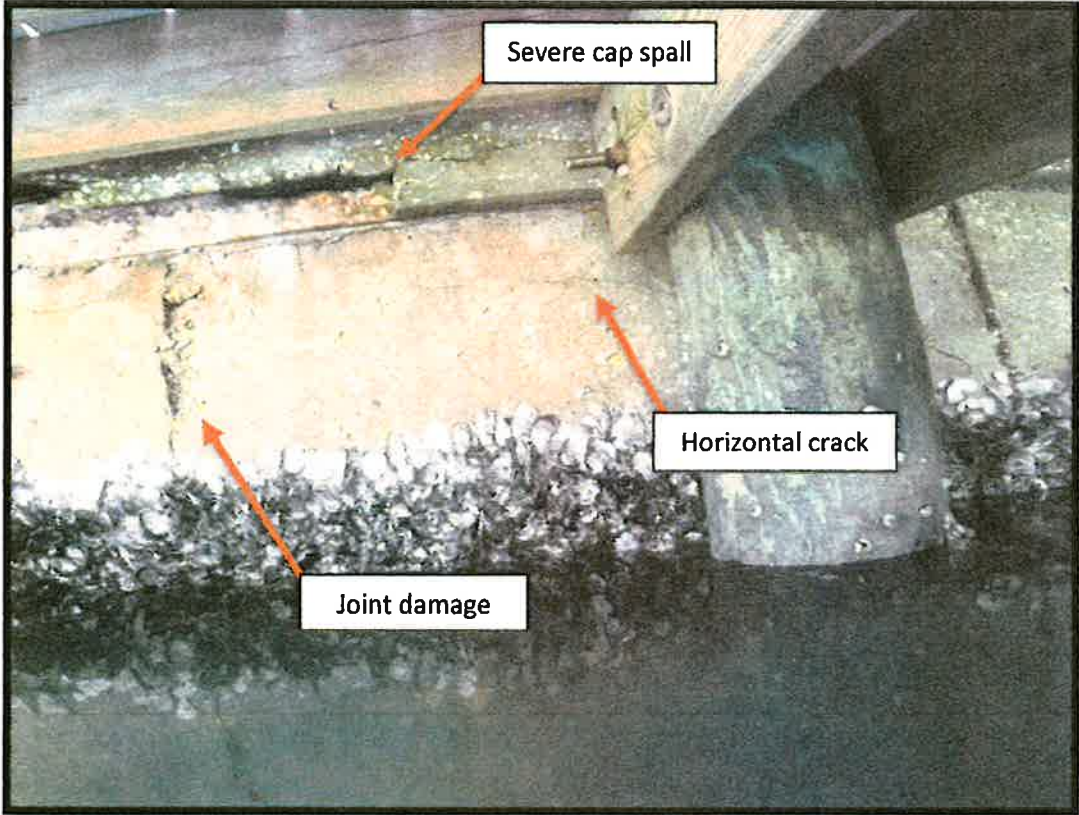
Approximately 40 linear feet (LF) of reinforced concrete seawall. It consists of a concrete cap measuring 7" high with a splash pad behind measuring approximately 6' wide, and reinforced concrete slabs measuring 42" wide. The exposed height from the top of the cap to the berm (mudline) ranges from 4'-0" to 4'-2". Soils were assessed along the frontage of the wall and found to be very firm sands.

An upland inspection was conducted to assess the condition of the seawall cap. The cap was found to be in poor condition. Longitudinal cracks were found throughout the cap. Longitudinal cracks are structural defects which allow seawater to penetrate the concrete cap, leading to corrosion and expansion of the internal rebar. If left unaddressed, this may lead to large fragments of concrete breaking away entirely, known as "spall." Large areas of spall were located on-site, to the extent of the entire front face of the cap missing for large portions of the wall, exposing the internal rebar. The damage to the cap leaves the top of the wall at risk of leaning as the top portion is not properly supported. The splash pad was noted to be sloping towards the water. Several cracks were observed in the splash pad, indicating the pad may be settling and that voids may be present beneath.

A waterside inspection was conducted to assess the condition of the seawall slabs. Many of the slabs were found to possess horizontal cracks. Horizontal cracks are problematic as they allow seawater to penetrate the internal rebar, causing them to corrode and thus reducing the structural integrity of the slabs. Many of the slab joints were found to be severely damaged, allowing sediment to escape from behind the wall. This can lead to the formation of voids behind the wall which, as mentioned above, may be causing the splash pad behind the wall to settle and crack. The slabs were found to be leaning landward, indicating the slabs are either beginning to buckle or are kicking out at the berm.







SEAWALL RECOMMENDATION

The subject seawall possesses various structural defects, namely horizontal slab cracks, damaged joints, major cap spall, and the wall kicking out waterward. Repair options would likely be extensive and costly and would not significantly extend the remaining life of the wall. Therefore, the following is recommended:

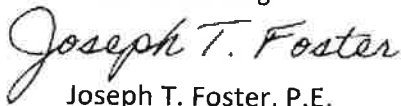
Wall Replacement:

It is recommended a wall replacement take place. This would involve the installation of new corrugated vinyl sheet piles (ESP 4.1, SG-425, Tidewall 50, Vanguard STD, or Truline) measuring 10' long, with 1" diameter by 10' long HDG tieback rods connected to MR-SR Manta Ray anchors tensioned to 13,000 lb, filler concrete (or equal) between the two walls, and PVC wellpoint drains installed through both walls 6" above the barnacle line and spaced at 6' on-center. The existing cap would be removed to allow sheets to be installed against the existing wall and a new 24" high by 28"± wide concrete cap would be poured, encapsulating the existing slabs, new sheet piles, and new tiebacks. The cap elevation would raise 6"± to match the neighboring walls; however, options to maintain the current cap elevation may be explored at the homeowner's discretion. Portions of the existing splash pad and existing dock/lift will need to be removed to allow for the installation of the new wall. A new splash pad may be incorporated into the new cap at the homeowner's discretion.

This work should take place within the next 12 months.

If you have any questions, please call. Thank you for the opportunity to be of service.

Sincerely,
Foster Consulting



Joseph T. Foster, P.E.

FL Lic No. 79708
NJ Lic No. 24GE05181200
DE Lic No. 18618



Joseph
Foster

Digitally signed
by Joseph Foster
Date: 2024.08.08
16:12:03 -04'00'

August 29th, 2024

Replace seawall

Russell & Laurie Clayton

6922 E. Bayou Lane

Phone: 440-346-5610

Email: rjshop@pm.me

It has been determined that our seawall is in serious need of repair/replacement. We hired Foster Consulting to evaluate the condition of the seawall, and they have determined that it needs to be replaced within 12 months. Their full report is included. We then contacted Duncan Seawall & Dock Company, and they have submitted a proposal for the replacement. Their proposal is included.

Unfortunately for us this is going to be a very expensive undertaking. Our boat lift will have to be removed while the seawall is replaced. Once the seawall is completed, the boat lift will be re-installed in the same location.

The existing configuration will remain basically the same with a couple of exceptions; Our current seawall location is about 8 inches behind both adjacent seawalls. Both adjacent seawalls have been replaced at some point and they are about 8 inches further into the canal than ours. Our new seawall location will be approximately equal to the adjacent seawalls.

Currently we have approximately 2 feet of additional decking extending from the seawall into the canal along the full length of the seawall, this will not be replaced. The cost exceeds the benefit. There will however be decking within the boatlift frame for easy access to the boat.

Thank you for your consideration,

Russell Clayton

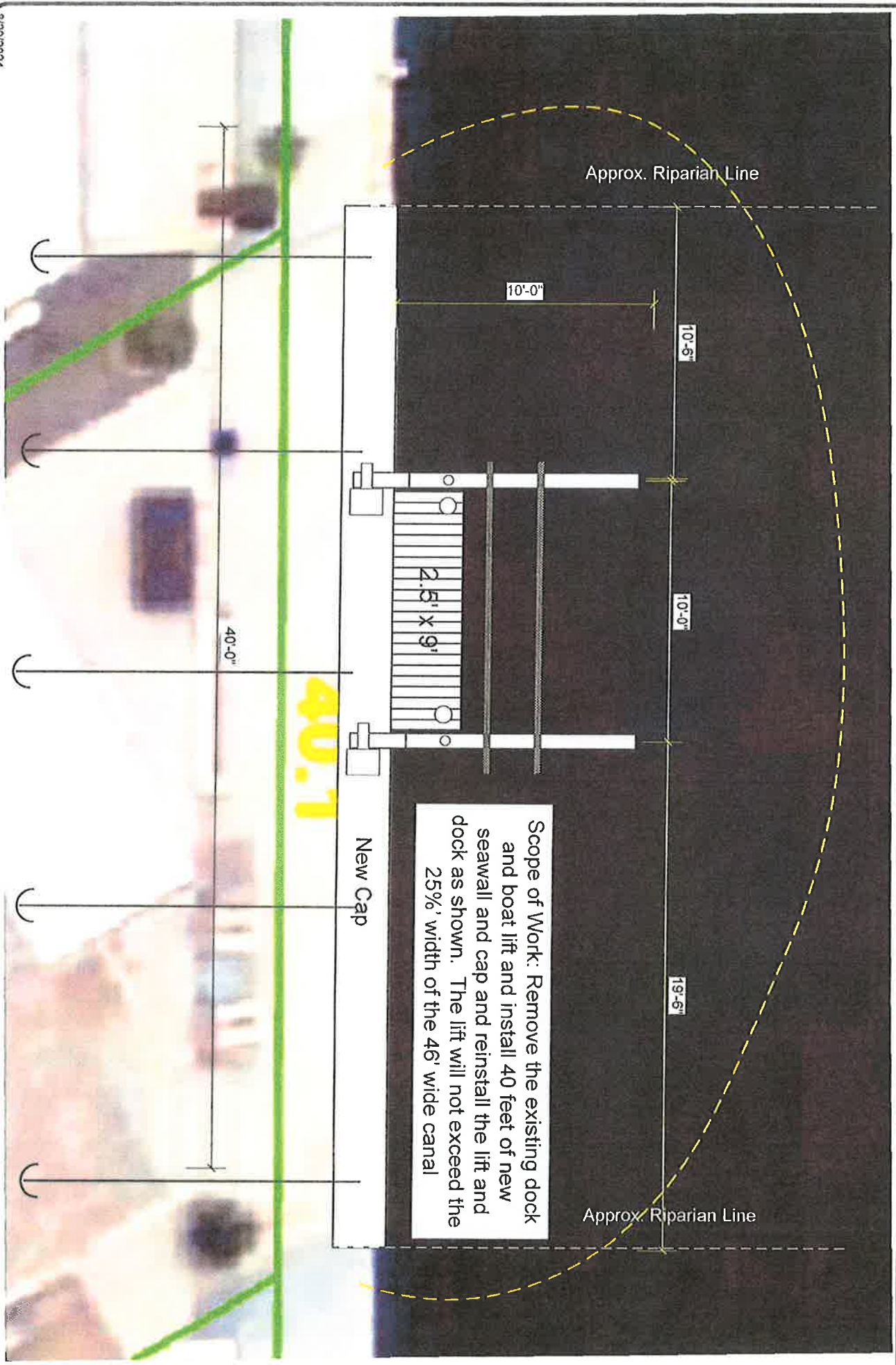
A handwritten signature in cursive script that reads "Russell Clayton". The signature is written in black ink and is positioned below the printed name.

Prepared By: Tom Glancy
 941-351-1553
 Duncan Seawall Dock & Boat Lift, LLC
 1714 Independence Blvd.
 Sarasota, FL 34234



Scale:
 NTS
 Date:
 8/20/24

Prepared For:
 Mr. Russell Clayton
 6920 East Bayou Ln.
 Bradenton, FL 34207



8/20/2024

Debrun, John wall and dock to vsd

PLACE IN STREET WINDOW

Trailer Estates

ARC APPROVED

8 / 27 / 24 # 227

Approval EXPIRES 6 months after approval date

Upon Completion Sign

_____ Date _____

Return to ARC Box

*Contingent on Board Approval

6922 E. Bayou
Replace Existing Sewer
Per Drawings

EXPIRATION: THIS BUILDING REQUEST EXPIRES 6 MONTHS AFTER APPROVAL DATE

APPROVAL IS FOR SETBACKS ONLY. ALL COUNTY CODES MUST BE FOLLOWED AND APPROVED.

I, the undersigned owner or purchaser of Lot 20 45 8 Block 43 of Trailer Estates do hereby certify that I assume full responsibility that the construction will conform as shown in the drawings, plans, and specifications as submitted. If said construction commences before this application is approved and a building permit is issued by the County, the construction or addition work will be stopped immediately and I shall be subject to County Zoning Laws as per violation noted, until such violation is remedied. I also realize I am responsible for any other persons property as to damage done by contractors working for my benefit, and I shall see that the damage is corrected at no cost to the district or property owner.

RECEIVED
AUG 27 2024

NOTIFY DISTRICT OFFICE WHEN WORK STARTS AND UPON COMPLETION.
SIGNING THIS GIVES ARC PERMISSION TO ENTER YOUR PROPERTY.

8-13-2024
Date

BY: Denise Petrelli Hobt
Property Owner

OFFICE USE

APPROVED, DISAPPROVED OR PENDING Date: 8/27/24 Denise Petrelli Hobt
For The Board of Trustees

* EXPLANATION: contingent on TE Board approval

APPLICANT NOTIFIED BY: phone VM ON 8/27/24 @ 1:43PM (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 Waterfront Work - 2311 and/or 2313 Pennsylvania

For Upcoming Meeting—Date September 17, 2024

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 waterfront work on 2311 and/or 2313 Pennsylvania as per attached plans.

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.) ARC Approvals, site diagrams, and Plans.

Trustee Rod Smith

Date Submitted August 30, 2024

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____

*Jim Harvey
space on agenda.*

**TRAILER ESTATES PARK AND RECREATION DISTRICT
DEED RESTRICTIONS BUILDING REQUEST PP 33**

This form is only for approval of building requests as defined in the trailer estates deed restrictions. Property owner should contact Manatee County directly to determine if building permits or other additional land development approvals are required. They can be reached at MANATEE COUNTY PERMITTING DEPT., 1112 Manatee Ave West 2nd floor, Bradenton, FL 34205 , 941-749-3047 ext. 6893.

Site plan of proposed waterfront construction or renovation requires board approval and must be submitted to the Board of Trustees at least one week before a scheduled meeting to be on the agenda for approval.

PERMIT NUMBER: _____

<u>HARVEY</u>	<u>JIM</u>	<u>2311 Pennsylvania Ave. 937-689-1191</u>	
(Print) LAST NAME	FIRST	ADDRESS	PHONE
<u>60</u>	<u>10</u>	<u>4th</u>	
BLOCK NUMBER	LOT NUMBER(S)	SUBDIVISION OR ADDITION	

Extend existing boat dock and add boat lift
TYPE OF CONSTRUCTION Example: NEW HOME, ADDITION, CEMENT WORK, PORCH, A/C, RESIDING, ETC.

<u>Per Drawing</u>	<u>Duncan Seawall</u>
DIMENSIONS: (W-L-H)	CONTRACTORS NUMBER

SET BACKS	FRONT	BACK	LEFT SIDE	RIGHT SIDE	
ORIG & 2 nd ADD	5'	5'	4'	2'8" (single lots only) otherwise 4'	SET BACKS
1 st ADD	5'	5'	4'	4'	ARE MEASURED FROM
3 rd to 7 th	5'	5'	5'	5'	PROPERTY LINE

MAKE SCALE DRAWING ON REVERSE SIDE OR SUBMIT ON SEPARATE SHEET(S) SHOWING PROPER SETBACKS. ASK OFFICE FOR SHEETS.

EXPIRATION: THIS BUILDING REQUEST EXPIRES 6 MONTHS FROM DATE OF APPROVAL.

APPROVAL IS FOR SETBACKS ONLY. ALL COUNTY CODES MUST BE FOLLOWED AND APPROVED.

I, the undersigned owner or purchaser of Lot 10 Block 60 of Trailer Estates do hereby certify that I assume full responsibility that the construction will conform as shown in the drawings, plans, and specifications as submitted. If said construction commences before this application is approved and a building permit is issued by the County, the construction or addition work will be stopped immediately and I shall be subject to County Zoning Laws as per violation noted, until such violation is remedied. I also realize I am responsible for any other persons property as to damage done by contractors working for my benefit, and I shall see that the damage is corrected at no cost to the district or property owner.

**NOTIFY DISTRICT OFFICE WHEN WORK STARTS AND UPON COMPLETION.
SIGNING THIS GIVES ARC PERMISSION TO ENTER YOUR PROPERTY.**

<u>9/4/24</u>	
Date	Property Owner

OFFICE USE

APPROVED, DISAPPROVED OR PENDING Date: _____ For The Board of Trustees

EXPLANATION: _____

APPLICANT NOTIFIED BY _____ ON _____ (date)

Prepared By:
 Tom Glancy
 Duncan Seawall Dock & Boat Lift, LLC
 1714 Independence Blvd.
 Sarasota, FL 34234



Scale: 1" = 20'
Date:
 8-13-24

Prepared For:
 Jim Harvey
 2311 Pennsylvania Ave
 Bradenton, FL

