

TRAILER ESTATES PARK & RECREATION DISTRICT

BOARD OF TRUSTEE WORKSHOP/TOWN HALL

April 4, 2022

7:00 P.M.

MARK'S HALL

1903 69TH AVENUE WEST

BRADENTON, FLORIDA 34207

1. Recurring Workshop Agenda – Seawall Repair (Chandler)
2. Trustee Duties – Duties of Health & Welfare – PP1G (Dalton)
3. Storage Space Lease – PP23 (Dalton)
4. Verification Form For Storage Lot Rental – PP25A (Dalton)
5. Bingo – (Gregory)
6. Revise PP21 Boat Slip Rates (Trotter)
7. Interlocal Agreement TEFCD/TEPRD (Trotter)

RESIDENT COMMENTS

**RECESS: UNTIL 7:00 P.M. WORKSHOP/TOWN HALL – MARK'S HALL
PARK MANAGER VS. MANAGEMENT FIRM**

ADJOURNMENT

Pursuant to Section 286.0105, Florida Statutes, should any person wish to appeal a decision of the Board with respect to any matter considered at this meeting, he or she will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Pursuant to Section 286.26, Florida Statutes, and the Americans With Disabilities Act, any handicapped person desiring to attend this meeting should contact TJ Miller at 756-7177, at least 48 hours in advance of the meeting, to ensure that adequate accommodations are provided for access to the meeting.

TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM

PP 38

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

Agenda Reoccurring Workshop Agenda - Seawall Repair
For Upcoming Meeting—Date Dec 20, 2021

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): place an agenda item on the workshop to update Board & Residents regarding repair to the Marina seawall until project is outlined and financed

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.) Interactive workshop to allow the exchange of information from Residents and Board Members. to be placed on Workshop agenda until further notice.

Trustee Mary Chandler

Date Submitted 12-13-21

Chairman/Designee Mike Anderson

Office Manager/Designee: Date Posted 12/13/2021 Initials [Signature]
3/28/2022

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

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

Agenda Item Trustee Duties - Duties of Health & Welfare - PP1G

For Upcoming Meeting—Date 04-04-2022

Type of Meeting (check one): Workshop Board Meeting *

***It is recommended that Board Meeting Agenda Items be an agenda item on a Workshop prior to the board meeting.**

Rationale (for workshops)/ MOTION (for board meetings): To review
proposed changes to the Duties of the Health & Welfare Trustee-PP1G as
previously discussed at the February 7, 2022 workshop.

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.) Draft of PP1G

Trustee Lori Dalton

Date Submitted 03-22-2022

Chairman/Designee

Office Manager/Designee: Date Posted 3/28/2022 Initials FLA

**TRAILER ESTATES PARK AND RECREATION DISTRICT
TRUSTEE DUTIES PP1G**

DUTIES OF HEALTH AND WELFARE TRUSTEE

MAR 22 '22 AM 7:17

THE HEALTH AND WELFARE TRUSTEE SHALL:

1. Arrange for the hiring of district paid instructors for classes (for example—dance, exercise, art, etc.)
2. Schedule Annual Health Fair.
3. Schedule Blood Drives.
4. Send get well and sympathy cards and keep record of same.
5. Assist park residents by providing names and phone numbers of agencies and organizations which provide services in our area.
6. Assist park residents by providing names and phone numbers of volunteers in our area.
7. Keep informed and post location of park residents who are receiving hospital and/or nursing home services (i.e. illnesses and deaths).
8. Direct residents to appropriate organizations and sources for sick room supplies.
9. ~~Oversee implementation of disaster plan.~~
10. Oversee implementation of park wide health restriction procedures (i.e. covid-19).
11. Post information on bulletin boards.
 - Community care
 - Volunteers
 - Agencies/organizations
 - Disaster assistance
 - Etc.
12. Serve as board representative/contact for arrangements with community service organizations.
 - Meals on wheels
 - Christmas cookies
 - Etc.
13. Sign checks as requested.

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

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

Agenda Item Storage Space Lease - PP23

For Upcoming Meeting—Date 04-04-2022

Type of Meeting (check one): Workshop Board Meeting *

***It is recommended that Board Meeting Agenda Items be an agenda item on a Workshop prior to the board meeting.**

Rationale (for workshops)/ MOTION (for board meetings): To review
proposed changes to the Storage Space Lease - PP23 to add a signature line
on page 3.

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.) Draft of PP23

Trustee Lori Dalton

Date Submitted 03-24-2022

Chairman/Designee

Office Manager/Designee: Date Posted 3/28/2022 Initials

MAR 24 '22 4:31

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

RULES/LEASE

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

MAR 24 '22 AM 9:31

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

9. If the offer is accepted, the written lease application must be submitted and a year's lot rental, from the beginning of the month of the offer and must be paid within two days.
 - a. Trailer Estates will then give the applicant one month to present documentation of the required licensing of vehicles and registration. In the intervening time,
 - b. no item may be stored on the lot.
 - c. If applicant is unable to present the required documentation within the one-month grace period (Board can approve an extension for extenuating circumstances), Trailer Estates will prorate and refund any lot rental fee for the months remaining after the month in which applicant notifies Trailer Estates his/her inability to meet all lease requirements.
 - d. If a person on the waiting list rejects the offer in writing within the above two full working days, that person will remain at the top of the waiting list for an appropriately sized lot.
 - e. A person not responding in writing by the deadline will be removed from the waiting list. Faxes, e-mails, and bank transfers or wires will be accepted.
 - f. Trailer Estates will make a good faith effort to contact the person at the top of each waiting lists using the phone number provided by the applicant. If the applicant cannot be reached, he/she will retain that position on the waiting list, but the next person will be offered the available space.

10. Lessee may terminate his/her full year lease at any time and will receive a prorated refund of rent already paid for any unused full months remaining on the lease.

11. Spaces leased under a six-month agreement will not be provided a refund if the item is removed prior to the lease term.

12. Trailer Estates Park and Recreation District shall not be financially responsible for any injuries to Lessee or their agents or from damages or theft of stored property. Lessee assumes full responsibility for damages or injuries caused by the Lessee or his/her stored property.

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

MAR 24 '22 AM 9:31

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

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

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

Agenda Item Verification Form For Storage Lot Rental - PP25A

For Upcoming Meeting—Date 04-04-2022

Type of Meeting (check one): Workshop Board Meeting *

***It is recommended that Board Meeting Agenda Items be an agenda item on a Workshop prior to the board meeting.**

Rationale (for workshops)/ MOTION (for board meetings): To review
proposed changes to the Verification Form for Storage Lot Rental - PP25A
to add the TE address and PO box, add a Lessee Signature and remove the 15
day statement.


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.) Draft of PP25A

 Trustee Lori Dalton

Date Submitted 03-24-2022

Chairman/Designee 

Office Manager/Designee: Date Posted 3/28/2022 Initials 

MAR 24 '22 4:51:31

TRAILER ESTATES PARK AND RECREATION DISTRICT VERIFICATION FORM FOR STORAGE LOT RENTAL PP 25A

THIS IS VERIFICATION THAT STORAGE LOT RENTAL HAS BEEN APPROVED FOR THE FOLLOWING:

LOT NUMBER: _____ LOT SIZE: _____

APPLICANT'S NAME: _____

PHONE NUMBER/EMERG.: _____

LICENSE PLATE NUMBER: _____

BOAT REGISTRATION NUMBER: _____

TE ADDRESS: _____ PO BOX: _____

APPROVED BY:

Signature (Storage Lot Manager/Maintenance Trustee) DATE: _____

Lessee Signature DATE _____

~~NOTE: THIS IS ONLY GOOD FOR 15 WORKING DAYS FROM THE ABOVE DATE~~

Created 3/21/22

Page 1 of 1

THIS IS VERIFICATION THAT STORAGE LOT RENTAL HAS BEEN APPROVED FOR THE FOLLOWING:

LOT NUMBER: _____ LOT SIZE: _____

APPLICANT'S NAME: _____

PHONE NUMBER/EMERG.: _____

LICENSE PLATE NUMBER: _____

BOAT REGISTRATION NUMBER: _____

TE ADDRESS: _____ PO BOX: _____

APPROVED BY:

Signature (Storage Lot Manager/Maintenance Trustee) DATE: _____

Lessee Signature DATE _____

~~NOTE: THIS IS ONLY GOOD FOR 15 WORKING DAYS FROM THE ABOVE DATE~~

Created 3/21/22

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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 Bingo

For Upcoming Meeting—Date April 4

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 discuss

the status of bingo during the summer months.

- 1) will it remain under Mothers Helping Mothers?
- 2) become a board function?

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.) Interactive workshop to allow the exchange of information from Residents and Board Members.

Trustee Kathy Gregory

Date Submitted 3/25/2022

Chairman/Designee _____

Office Manager/Designee: Date Posted 3/28/2022 Initials [Signature]

**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 Revise PP 21 Boat Slip Rates

For Upcoming Meeting—Date April 4, 2022

Type of Meeting (check one): Workshop Board Meeting

MAR 23 '22 PM2:44

***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): _____

Remove top section of PP21 Rates: Storage Lot, Boat Slips, Canoe/Kayak


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

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

Trustee Trotter

Date Submitted 3/23/2022

Chairman/Designee 

Office Manager/Designee: Date Posted 3/28/2022 Initials 

**TRAILER ESTATES PARK AND RECREATION DISTRICT
RATES: BOAT SLIPS**

ALL RATES ARE WITH TAX

BOAT SLIP RENTAL RATES

	PROPERTY OWNER RATES		NON PROPERTY OWNER RATES	
20FT SLIPS	3 MONTH	\$112.50/ \$120.38		
			6 MONTH	\$735.00/ \$786.45
	12 MONTH	\$450.00/ \$481.50	12 MONTHS	\$1470.00/ \$1572.90
24FT SLIPS	3 MONTH	\$135.00/ \$144.45		
			6 MONTH	\$907.00/ \$970.49
	12 MONTH	\$540.00/ \$577.80	12 MONTHS	\$1814.00/ \$1940.98
26FT SLIPS	3 MONTH	\$146.25/ \$156.49		
			6 MONTH	\$983.00/ \$1051.81
	12 MONTH	\$585.00/ \$625.95	12 MONTHS	\$1966.00/ \$2103.62
30FT SLIPS	3 MONTH	\$168.75/ \$180.56		
			6 MONTH	\$1125.00/ \$1203.75
	12 MONTH	\$675.00/ \$722.25	12 MONTHS	\$2250.00/ \$2407.50

\$25.00 Repositioning of boat from one slip to another each occurrence.

These “with tax” rates are based on the current Florida Sales Tax rate of 6.5% and are subject to immediate change if/when the Florida Sales Tax is Changed. Board Secretary is to fix the with tax figure displayed as needed.

Rates Set February 7, 2005, Revised April 2, 2007, 3/15/10, 3/29/10, 4/5/10, 11/16/16; 11/2016,
2/6/17, 7/17/17, 01/15/2018, 11/19/2018, 3/2/20
BS&RV NON-OWNERS APRIL 2, 2007 (formerly PP28)

**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 Interlocal Agreement TEFCD/TEPRD

For Upcoming Meeting—Date 4/4/2022

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): _____

Review Interlocal Agreement

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

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

Trustee Trotter

Date Submitted 3/24/2022

Chairman/Designee 

Office Manager/Designee: Date Posted 3/28/2022 Initials 

Chairman at Trailer Estates

From: Mark Barnebey <mbarnebey@blalockwalters.com>
Sent: Monday, March 14, 2022 1:57 PM
To: chairman@trailerestates.com
Cc: Jennifer Alexander
Subject: Trailer Estates Park and Recreation District/TEFCD transfer of property
Attachments: ILA Trailer Estates Fire and Rec District w_MPB Revised 3.1.22.docx

Chair – Attached is a redline that Maggie Mooney prepared related to the TE Fire Control District. I believe it addressed our discussion points, but I would like you to look this over and get back to me on any thoughts related to this matter.

Mark P. Barnebey
Board Certified in City, County and Local Government Law



802 11th Street West | Bradenton, FL 34205
2 North Tamiami Trail, #400 | Sarasota, FL 34236

Office 941.748.0100 | Facsimile 941.745.2093
mbarnebey@blalockwalters.com

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INTERLOCAL AGREEMENT

regarding

THE TRANSFER OF PROPERTY OF THE TRAILER ESTATES FIRE CONTROL DISTRICT TO THE TRAILER ESTATES PARK AND RECREATION DISTRICT

This Interlocal Agreement (“Interlocal Agreement” or “Agreement”) is made and entered into as of ___ day of _____, 2022, by and between **Trailer Estates Park and Recreation District**, an independent special park and recreation district located in Manatee County, Florida, hereinafter referred to as (“TEPRD”) and the **Trailer Estates Fire Control District**, an independent fire control district located in Manatee County, Florida, hereinafter referred to as (“TEFCD”).

RECITALS

WHEREAS, the Trailer Estates Fire Control District is an independent special district created by Chapter 2005-350, Laws of Florida and provided supplemental authority by general law; and

WHEREAS, the Trailer Estate Park and Recreation District is an independent special district whose current charter is set forth in Chapter 2021-261, Laws of Florida and provided supplemental authority by general law; and

WHEREAS, the TEFCD’s and TEPRD’s jurisdictional boundaries are the identical and the two (2) special districts represent the same residents and property owners within the Trailer Estates Park (hereinafter “Park”); and

WHEREAS, on November 2, 2021, the qualified electors of the Trailer Estates Fire Control District voted by referendum to dissolve the TEFCD effective September 30, 2022; and

WHEREAS, pursuant to the Chapter 2005-350, Laws of Florida, upon the dissolution of the ~~TEFD~~ TEFCD “the real and personal property of the district shall be conveyed or otherwise transferred by gift by the board of commissioners to the Trailer Estates Park and Recreation District, being a political subdivision of the state”; and

WHEREAS, historically the TEFCD has maintained and overseen an Auxiliary organization (“Auxiliary”) that collects and resells secondhand tangible personal property from the TEFCD’s residents within the Park for the purpose of raising unencumbered revenue for the benefit of TEFCD; and

Draft as of ~~1/20/22~~ 3/1/22

WHEREAS, the TEFCD organization's revenue from the sales by the Auxiliary is deposited into a dedicated TEFCD bank account as unencumbered revenue; and

WHEREAS, the TEFCD Auxiliary is currently collecting and selling secondhand inventory that is located within and on the Fire Station property and wishes to continue to raise funds that ~~irrespective of the TEFCD's dissolution and wishes to transition their purpose~~ (irrespective of the TEFCD's dissolution) to raise unencumbered revenue for the benefit of the TEPRD to fund Park Capital improvement(s) or as determined and directed by the Board of Trustees; and

WHEREAS, the governing boards of the TEFCD and the TEPRD seek to facilitate the transition and transfer of the funds to the TEPRD and provide a mechanism for ~~the continuing the~~ fundraising activities rendered by the Auxiliary for the benefit of the Park; and

WHEREAS, governing boards of TEFCD and TEPRD met at a joint public meetings on January 13, 2022 and February 18, 2022 to discuss the timing of TEFCD's dissolution, a the anticipated transfer of property associated therewith; and

WHEREAS, at the joint public meeting, the TEFCD and TEPRD reached agreement and consensus on working together to provide for the provide for the orderly transition and conveyance of the TEFCD's real and personal property; and

WHEREAS, the governing boards of the TEFCD and TEPRD find it is in the best interests of their citizens, taxpayers and members of the community to cooperatively work together to provide for the transition of the property and services provided for here; and

WHEREAS, Chapters 189, 418 and 191 of Florida Statutes and Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act", permits the TEPRD and the TEFCD to enter into this Interlocal Agreement to exercise the powers, privileges and authority which they share in common and which each might exercise separately, in order to make the most efficient use of their powers.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, Trailer Estates Park and Recreation District and the Trailer Estates Fire Control District agree as follows:

Article I
RECITALS

1.1 Recitals. The above recitals are true and correct and are hereby incorporated fully by reference.

3235826v13235826v13235822v1

**Article II
TRANSFER**

2.1 Transfer. All real and personal property held by ~~TEFD~~ TEFCD that is not otherwise disposed of as contemplated within this Agreement, shall be transferred and conveyed by TEFCD to TEPRD no later than September 30, 2022. Notwithstanding the foregoing, upon the mutual agreement of the parties, the parties may choose to transfer and convey TEFCD's real and personal property to the TEPRD at an earlier date.

2.2 Real Property. The TEFCD Fire Station property located at 6831 American Way, Bradenton, FL, inclusive of the Fire Station structure, other accessory buildings and the fixtures attached thereto shall be conveyed from TEFCD to TEPRD through a quit claim deed, subject to any encumbrances. Prior to such conveyance, the TEPRD will obtain and pay for a title report for such real property.

2.3 Personal Property within the Fire Station and Accessory Buildings. The Parties recognize that within the Fire Station and Accessory Buildings there exists personal property that have been: 1) purchased or acquired by the TEFCD for the purpose of the operation of a fire district, 2) donated to the TEFCD Auxiliary for the purpose of resale to raise unencumbered revenue for the fire district, or 3) brought into the TEFCD structures by individual members of the Park in furtherance of the individual's services to the TEFCD and/or TEFCD Auxiliary without an intention to gift or donate such personal property to the TEFCD. The TEPRD has indicated an interest in being transferred some of the personal property located within the Fire Station and Accessory Buildings and retaining all fixtures on the Fire Station structure. The personal property listed below shall be conveyed or disposed of as follows:

A. Auxiliary Items. Auxiliary Items shall be defined as all items either: 1) collected through donation or gift to TEFCD for the purpose of resale and as an unencumbered revenue source, or 2) purchased through the Auxiliary organization to facilitate the resale of such donations or gifts for the benefit of TEFCD. All Auxiliary Items shall become the property of TEPRD. TEPRD ~~may will~~ work with the Auxiliary, to possibly establish the appropriate TEPRD mechanism so that the Auxiliary can support and augment funding of TEPRD's ~~Parkeapital~~ needs or as defined by the TEPRD Board of Trustees.

Draft as of ~~1/20/22~~ 3/1/22

B. Non-Auxiliary Items. Non-Auxiliary Items shall be defined as all items located within the Fire Station and accessory buildings, excluding those items collected by the Auxiliary for resale, that are not individually owned by TEFCD Fire Commissioners or volunteers. Non-Auxiliary items that are desired by TEPRD shall be identified and transferred to TEPRD by bill of sale. Representatives of TEPRD shall identify such desired items by marking the items or listing the items on or before March 15, 2022. Individually owned items that were not purchased by TEFCD nor gifted to TEFCD, shall be marked by the owner or shall be removed by the owner by March 15, 2022. All non-auxiliary items which are not marked, identified, listed or removed by the TEPRD or individuals shall be surplus by the TEFCD and removed from the Fire Station property on or before transfer of the Fire Station to TEPRD.

C. Funds. Operating account, investment accounts, savings accounts, the TEFCD accounts holding Auxiliary collected funds, and all other bank accounts that hold funds and moneys in the name of the TEFCD, shall be transferred from TEFCD to TEPRD on or before September 30, 2022. Auxiliary funds may be transferred from TEFCD to TEPRD at an earlier date if mutually agreed to by the parties.

Article III
INSPECTION OF STRUCTURES

3.1 Fire Inspection. TEFCD has requested that a separate, independent fire control district (the Cedar Hammock Fire Control District) inspect all TEFCD buildings and structures, including but not limited to the Fire Station and accessory structures, for compliance with the fire code. Copies of the inspection report issued by the Cedar Hammock Fire Control District shall be provided by TEFCD to TEPRD.

3.2 Building Inspection. TEFCD shall obtain a standard third-party building inspection of all TEFCD buildings and structures, including but not limited to the Fire Station, and assume the costs associated with such inspection. TEFCD shall pay the costs for such building inspection. Copies of the inspection report shall be provided by TEFCD to TEPRD.

Article IV
TERM; TERMINATION

4.1 Term. This Agreement shall be effective immediately upon approval and execution by both parties and shall remain in effect until terms of this Agreement have been fulfilled.

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Draft as of ~~1/20/22~~ 3/1/22

4.2 Termination. This Interlocal Agreement may be terminated by mutual written consent of the parties, provided however, this Agreement shall terminate if not terminated by mutual consent of the parties on October 1, 2022.

Article V
INSURANCE

TEFCD shall continue to maintain property, liability, and flood insurance on the TEFCD buildings and structures (including the Fire Station and accessory structures) until the time of dissolution of TEFCD or the transfer of such buildings or structures to the TEPRD, whichever should first occur. Levels of insurance coverage may be reduced based upon the reduction of the personal property within the structures that may have been required to be covered in event of casualty or loss. TEPRD shall be responsible for insurance upon transfer of such buildings or structures or upon the time of dissolution of TEFCD, whichever shall first occur.

Article VI
SERVICE CONTRACTS

TEFCD shall continue to pay for and maintain utilities and services including electric, water, sewer, internet and pest control to the buildings and structures until transfer of such buildings or structures to the TEPRD or upon the time of dissolution of TEFCD, whichever shall first occur.

Article V
PUBLIC MEETING FACILITIES

TEPRD shall make appropriate public meeting facilities available to TEFCD to conduct Fire Commission meetings and workshops as required by law if the Fire Station building is transferred to TEPRD prior to dissolution of TEFCD.

Article VI
INDEMNIFICATION

6.1 Mutual Indemnification.

A. To the extent permitted by applicable Florida law and without waiving sovereign immunity, TEFCD shall indemnify and hold harmless TEPRD, its Trustees, officers, employees and agents, from and against any and all claims, damages, liabilities, demands, losses and expenses,

3235826v13235826v13235822v1

Draft as of ~~1/20/22~~ 3/1/22

including attorneys' fees and costs, arising out of, resulting from, or in any way connected with any act, omission, failure to act, negligence or fault relating to the TEFCD's actions and responsibilities provided for in this Interlocal Agreement and from and against any and all claims, damages, liabilities, demands, losses and expenses, including attorneys' fees and costs, arising out of, resulting from, or in any way connected with any act, omission, failure to act, negligence or fault relating to the TEFCD's actions and responsibilities provided for in this Interlocal Agreement. Notwithstanding the foregoing, any liability arising under this section shall be limited to the amounts set forth in Section 768.28, Florida Statutes, regardless of whether the claim arises in tort, contract, or otherwise.

B. To the extent permitted by applicable Florida law and without waiving sovereign immunity, TEPRD shall indemnify and hold harmless TEFCD, officers, employees and agents, from and against any and all claims, damages, liabilities, demands, losses and expenses, including attorneys' fees and costs, arising out of, resulting from, or connected with any act, omission, failure to act, negligence or fault relating to TEPRD's acts and responsibilities provided for in this Interlocal Agreement and from and against any and all claims, damages, liabilities, demands, losses and expenses, including attorneys' fees and costs, arising out of, resulting from, or connected with any act, omission, failure to act, negligence or fault relating to TEPRD's acts and responsibilities provided for in this Interlocal Agreement. Notwithstanding the foregoing, any liability arising under this section shall be limited to the amounts set forth in Section 768.28, Florida Statutes, regardless of whether the claim arises in tort, contract, or otherwise.

Article VII
GENERAL PROVISIONS

7.1 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Interlocal Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

7.2 Ambiguities. All parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter. Both parties have been informed that they are represented by the same legal counsel and have assented to representation by the same legal counsel as there is no apparent conflict of interest at this time separate legal counsel.

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7.3 Headings; Pronouns. The headings or captions of sections or paragraphs used in this Interlocal Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

7.4 Severability. Should any term, provision, covenant, condition, section, paragraph, sentence or portion of this Interlocal Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms, provisions, covenants, conditions, sections, paragraphs, sentences and portions shall, nevertheless, remain in full force and effect.

7.5 Governing Law; Venue. This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.

7.6 Notices. All notices required to be given by any party under this Interlocal Agreement shall be in writing, addressed to the other party as follows, and delivered electronically, by certified mail, return receipt requested, or by hand delivery:

If to Trailer Estates Fire Control District:

Lori Dalton, Fire Commissioner
PO Box 5182
Bradenton, FL 34281-5182
Email: tefed@tefed.com
Phone: (941) 758-6453
Fax: (941) 739-2023

With copy to: Maggie Mooney, Esq.
Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
6853 Energy Court
Lakewood Ranch, FL 34240
Email: mmooney@flgovlaw.com
Email: mmooney@flgovlaw.com

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If to TEPRD:

TJ Miller
1903 69th Avenue West
Bradenton, Florida 34207
Phone: 941-756-7177
Email: trailerestates@trailerestates.com

Mark Barnebey, Esq.
Blalock Walters, Attorneys at Law
802 11th Street West
Bradenton, FL 34205
Email: mbarnebey@blalockwalters.com

7.7 Effective Date. This Agreement shall take effect immediately upon adoption and execution by both parties. Pursuant to Section 163.01(11), Florida Statutes, a fully executed copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court for Manatee County. Copies of this fully executed Interlocal Agreement shall also be provided to all Manatee County Constitutional Officers.

7.8 Entire Agreement. This Interlocal Agreement sets forth all covenants, promises, agreements and understandings between the parties concerning the subject matter of this Interlocal Agreement, and there are no covenants, promises, agreements or understandings, either oral or written, between the parties except as herein set forth.

7.9 Amendments. This Interlocal Agreement may be amended by mutual written agreement of the parties, approved and executed by the parties with the same formality as this Interlocal Agreement. Pursuant to Section 163.01(11), Florida Statutes, any amendments to this

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Interlocal Agreement shall become effective upon approval and execution by all parties and filing with the Clerk of Circuit Court for Manatee County.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives.

Trailer Estates Fire Control District

By: _____
Chairperson

Date: _____

ATTEST:

By: _____

Trailer Estates Park and Recreation District

By: _____
Chairperson

ATTEST:

By: _____