

Trailer Estates Park and Recreation District

Board of Trustees Workshop

September 17, 2024

9:30AM Mark's Hall

1903 69th Avenue West

Bradenton, FL 34207

Call to Order

Roll Call

Public Comment (Limit 3 Minutes on Workshop Agenda Items Only)

Reports from Standing Committees

Clubs & Organizations

Discussion Items Presented by Board & Staff (PP38)

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

Trustee Reports

Violation Report -

Park Manager 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=KDZcKfH2mqbxY9hwxHyungiisx7vM.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 Resolution - New Procedure TE uses to Change Deed Restrictions

For Upcoming Meeting—Date September 17, 2024

Type of Meeting (check one): Workshop [checked] 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): We currently require a paper ballot and over 600 yes votes to change our Deed Restrictions. We would like to change the procedure to vote on it the same way we vote to change the Charter. (the Charter is our highest form of governance) Property owners would go to the polls to vote Yes or No on any changes to the Deed Restrictions. We would vote to change the procedure this December at the same election for the Trustees.

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 to place question on Ballot

Critical Events Timeline

Referendum Notice

Trustee Park Manager Morris

Date Submitted 8/29/2024

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
NOTICE OF REFERENDUM FOR AMENDMENT TO DISTRICT ENABLING
LEGISLATION ENACTING REVISED PROCESS
FOR AMENDING DEED RESTRICTIONS**

NOTICE IS HEREBY GIVEN that a referendum election on Trailer Estates Park and Recreation District's ("District's") enabling legislation proposing a revised process for amending District deed restrictions will be held on the **3rd day of December, 2024**. Polls will be open from AM to PM. The District's Referendum Election is held for the purpose of determining the following question:

**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 _____

All Trailer Estates Park and Recreation District registered voters should ensure that their correct address is on file in the Manatee County Supervisor of Elections Office. In accordance with Florida Statutes 101.6103 vote by mail **ballots cannot be forwarded** by the US Postal Service.

Trailer Estates Park and Recreation District
Pursuant to F.S. 100.342
Published: October 30, 2024 and November 13, 2024

**TRAILER ESTATES PARK AND RECREATION DISTRICT
NOTICE OF REFERENDUM FOR AMENDMENT TO DISTRICT ENABLING
LEGISLATION ENACTING REVISED PROCESS
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YES-Approve _____

NO- Reject _____

All Trailer Estates Park and Recreation District registered voters should ensure that their correct address is on file in the Manatee County Supervisor of Elections Office. In accordance with Florida Statutes 101.6103 vote by mail **ballots cannot be forwarded** by the US Postal Service.

Trailer Estates Park and Recreation District
Pursuant to F.S. 100.342
Published: October 30, 2024 and November 13, 2024

**TRAILER ESTATES – REVISION TO PROCESS
FOR AMENDMENT OF DEED RESTRICTIONS
THROUGH AMENDMENT OF ENABLING ACT
DETAILED CRITICAL EVENTS SCHEDULE**

EVENT	DATE
2/3 Vote of full membership of the Board of Trustees to approve the terms and conditions of amendment to the Enabling Act by Resolution.	September 17, 2024
Not less than 30 or greater than 60 days after date of Resolution, Trustees certify Resolution to the Manatee Supervisor of Elections.	October 21, 2024
At least 30 days' notice of referendum by publication in a newspaper of general circulation in Manatee County.	
Publication of referendum notice made at least twice, once in the 5 th week and once in the 3 rd week prior to the week of December 3 rd .	October 30, 2024, and November 13, 2024
Board of Trustees Election (1 st Tuesday after 1 st Monday of December) and referendum vote. Need majority of qualified electors to approve referendum language.	December 3, 2024
Supervisor of Elections announces ballot results.	December 4, 2024

TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM

PP38
SEP 24 10:13

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): _____

To discuss the need to modify the date information on PP37 by adding a start date and an end date for the function. The information contained on PP37 is used for the Trailer Estates website calendar. As we have referred residents to use this calendar, obtaining accurate information about activities is important.

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

SEP 5 '24 AM 8:13

NAME OF FUNCTION: _____

DATE(S): Start date (day, month, year) End date (day, month, year)
Include Day(s), Month(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): _____

We have met with BigFish to update the scope of work they perform for TE.

This new agreement reflects the scope of services to be covered under this managed services agreement. We have included new services such as the email changes, new server, new Paxton Access Control coverage, and OneDrive Cloud storage.

We have discussed service expectations in detail.

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 Park Manager Morris

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): _____

Players are going through stack of cards to find their preferred card. This holds
up the line. This policy change prohibits players from doing this.

Update Bingo Policy PP 15A, Section III C.

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 PP 15A, Section III C with recommended changes.

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 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): _____

The workshop is where discussion is held regarding various Trustee actions. This is an opportunity for residents to learn about the pros and cons of various issues as discussed by the Trustees. If the minutes do not reflect more broadly the discussion held and only say "discussion was held" residents do not know what was discussed or the issues raised. The minutes of the workshop discussions should be more detailed.

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): _____

Full & Part Time Staff wages with 3% Proposed Increase

Benefit Costs with updated pricing

Convert PTO hours rollover from Anniversary Date to Fiscal Year Start Date (Oct 1)

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 PP 38

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

Agenda Install Park Benches - Tennessee Greenspace/Park

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): _____

The green space area at the end of Tennessee Street is a park-like space whereby residents can enjoy the area. There used to be benches and tables residents used to play cards, read and otherwise enjoy the green space. These benches and tables were removed. For residents to continue to use this area, return the tables and benches. Maybe use the table and benches removed from outside the post office.

Costs/Estimated Costs: (Required if agenda item includes spending district money.)
Staff time to replace 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 Replacement & Maybe Relocation of Practice Golf Equipment

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): _____

The practice golf equipment located on the TEN property has deteriorated to not be useable. In addition, the location floods out and make the ground unusable even if the equipment was useable.

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.) _____

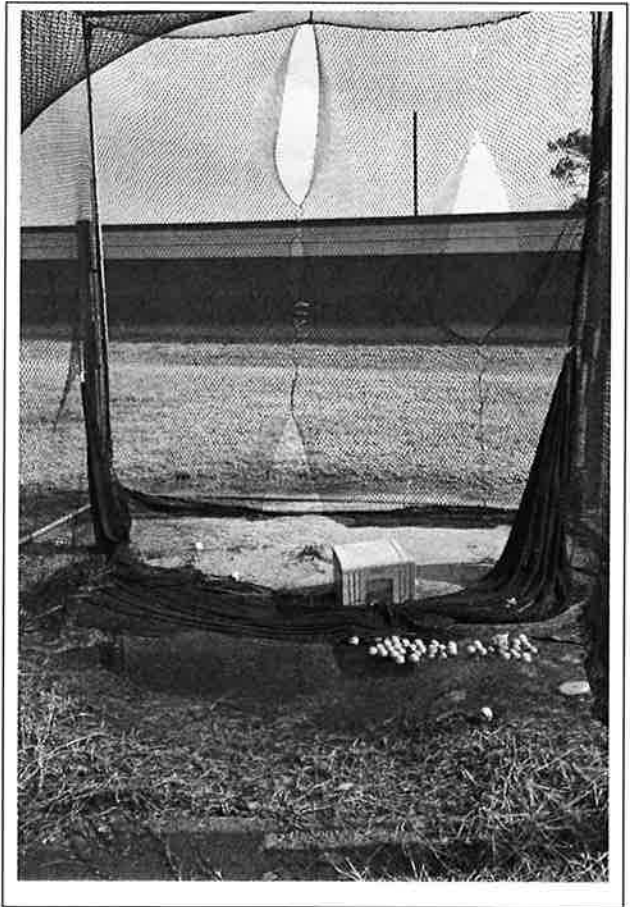
See pictures of existing equipment and location

Trustee D Deerwester

Date Submitted 9/5/24

Chairman/Designee _____

Office Manager/Designee: Date Posted _____ Initials _____



DEERWESTER: 9/5/24

**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): _____

This renewal with current carrier EGIS for Property & Casualty, Auto coverage and
Workers Compensation. Egis Insurance & Risk Advisors is the agency that also
offers our Flood Insurance through National General and Trustee Bond Coverage.
Our property coverage increased to \$8.4M from \$7.7M last policy.

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		
Estimated	\$1,250.00	\$1,156.00

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

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): _____

Provides 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 defer 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