

TRAILER ESTATES PARK & RECREATION DISTRICT

BOARD OF TRUSTEE WORKSHOP February 6, 2023 Following the Board of Trustee Meeting MARK'S HALL 1903 69TH AVENUE WEST BRADENTON, FLORIDA 34207

1. 1st Draft 2023_2024 Budget (Chandler)
2. Spectrum Contract (Chandler)
3. Review BOT Duties (PP1, PP1C, PP1D, PP1E, PP1F, PP1G, PP1H & PP1I)
(Dalton)
4. Property Appraisals – Changes to Insurance Coverages (Chandler)
5. Disposal of Trailer Estates Property (Lombardi)
6. Additional Full Time Maintenance Position (Lombardi)
7. Marina Additions and Upgrades (Lombardi)
8. Dumpsters (Lombardi)
9. January Survey Results (Lombardi)
10. Park Security (Lombardi)
11. Stage Curtains Replacement (Lombardi)
12. Charter Change for Trustees (Smith)
13. Event Set Up by Clubs (Smith)
14. Payment and Fees for Classes (Simonich)

RESIDENT COMMENTS

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 1st Draft 2023_2024 Budget

For Upcoming Meeting—Date February 20, 2023

Type of Meeting (check one): Workshop Board Meeting

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): _____

Review 1st draft of the 2023_2024 Budget

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.)** _____

Will be distributed as soon as available

Trustee Mary Chandler

Date Submitted February 13, 2023

Chairman/Designee 

Office Manager/Designee: Date Posted 2/13/2023 Initials 

**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 Spectrum Contract

For Upcoming Meeting—Date February 20, 2023

Type of Meeting (check one): Workshop Board Meeting

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): _____

Review contract and provide approval to authorize pending review from
new legal council

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.)** _____

Contract and current outstanding questions attached

Trustee Mary Chandler

Date Submitted February 13, 2023

Chairman/Designee 

Office Manager/Designee: Date Posted 2/13/2023 Initials 

**COMMUNICATIONS NETWORK AND SERVICE AGREEMENT
(Bulk)**

The pages that precede the signature blocks below are referred to as the “Property-Specific Terms”. The Property-Specific Terms together with the Attachments listed below constitute the Communications Network and Service Agreement (“Agreement”), which is entered into by the following customer (“Owner”) and service provider (“Operator”) on the “Effective Date” set forth under Operator’s signature below. Each of Owner and Operator may be referred to in the Agreement as a “party”, and, together, as the “parties”. Capitalized terms used in these Property-Specific Terms without definition shall have the meanings assigned to them in the applicable Attachment.

Owner Name and Billing/Legal Notice Addresses:	Operator Name and Legal Notice Addresses:
Trailer Estates Park and Recreation District	Spectrum Sunshine State, LLC
Billing Office and Notice Address: 1903 69th Avenue West Bradenton, FL 34207 Attn: Trailer Estates Park and Recreation District Telephone: 941-756-7177	All Notices Sent to Office at: 12405 Powerscourt Drive St. Louis, MO 63131 Attn: Legal Department – Operations All Notices Also Sent to Office at: 6399 South Fiddler’s Green Circle, Sixth Floor Greenwood Village, CO 80111 Attn: Legal Department – MDU All Notices Also Sent to: DL-SCS-Legal@charter.com

Property Information: Trailer Estates Park and Recreation District	Owner’s Property Management Company Information (if applicable):
Property Address: 1903 69TH AVE W BRADENTON, FL 34207 Attn: Trailer Estates Park and Recreation District Telephone: (941) 756-7177	Corporate Office Address: Attn: Telephone:
Property Type: Mobile Home Park	
Number of Units: 1277	
On-Site Contact Name: Mary Chandler	Contact Name:
On-Site Telephone: 941-756-7177	Contact Telephone:
On-Site Email: trailerestates@trailerestates.com	Contact Email:

Owner owns (or is building), or, in the case of an owner's association, is the authorized representative for the multi-unit property referred to above (including the underlying land and all improvements thereon, the "Property"). Owner and Operator desire that Operator install (as necessary) and operate the System to make the Services available to Users in accordance with the terms of the Agreement. Owner and Operator agree as follows:

1. **Term**. The Agreement commences on the Effective Date and may be terminated by either party at any time after the end of the Service Commitment Period by providing a Termination Notice (defined hereafter) (the "Term").
2. **Service Commitment Period**. The "Service Commitment Period" is 60 months and commences on the later of the following two dates: (a) the date that System installation or upgrading is complete (or the Effective Date if Operator currently serves the Property and no System modifications are required); or (b) if Owner is purchasing any Bulk Service under the Agreement, the date that Operator first begins billing Owner the full (undiscounted) Bulk Service Fee to all Units .
3. **Termination Notice**. In addition to any early termination rights contained elsewhere in the Agreement, either party may terminate the Agreement after the end of the Service Commitment Period by providing the other with a termination notice (the "Termination Notice"). The Termination Notice must provide at least 90 days advance notice of termination.
4. **Service Activation Date and Commencement of Billing**. Operator will begin providing and billing for Services (to Users for individually-billed Services and/or to Owner for Services provided on a bulk-billed basis) on the Service Activation Date. The "Service Activation Date" is:
 - no later than 60 days after the Effective Date.
5. **Special Terms**. The following special terms supplement and/or supersede, as the case may be and as the context requires, any contrary terms in the Attachments.
 - 5.1 **Door Fee (One-Time) Payment**. \$200.00 per Unit, for a potential total of \$254,600.00.
 - 5.2 **Owner Remittance Address**. Operator shall send all payments to Owner to the following address:
 - 5.3 **Bulk Service Fee**. The "Bulk Service Fee" is \$39.00 per Unit x 1277 Units = \$49,803.00 per month (plus applicable taxes and fees) for the Services provided on a bulk-billed basis as described below. Operator may increase the Bulk Service Fee by 3% each year beginning the later of the (a) January following the start of the Service Commitment Period, unless the Service Commitment Period starts on the Effective Date and the Effective Date occurs in October, November, or December, in which case Operator shall not increase the Bulk Service Fee until January of the following calendar year or (b) January, as further specified in the applicable Bulk Service Attachment(s).
 - 5.4 **Bulk Video Service**. Owner is purchasing from Operator on a bulk-billed basis (a) the Service currently known as Spectrum TV® Select.plus Entertainment View .and Cloud DVR Plus; and (b) the CPE, if any, listed in the Section below, if any (collectively, the "Bulk Video Service"), including the following common areas: [pool area,] [clubhouse,] [office center,] [employee room,] [business lounge,] [video room,] [office room,] [maintenance] [all purpose room,] [clubhouse #2,] and [maintenance #2]. The Bulk Video Service will be

provided to the appropriately installed CPE provided by Operator. Upgrades to the Bulk Video Service, if available, will be provided per Operator's then-current terms and conditions. Concurrently with signing the Agreement, Owner shall provide Operator with a complete list of addresses of all Units to receive the Bulk Video Service. The channel line-up for the Bulk Video Service is available at <https://www.spectrum.com/bulk-channel-lineup> or the applicable successor URL.

5.5 Bulk Video Service CPE. The Bulk Service Fee includes

User Responsible

- Two digital set-top box per Unit. User is required to self-install this CPE and is responsible for returning the CPE to Operator. Users may request CPE upgrades and/or professional CPE installation directly from Operator, and, if available, will be provided per Operator's then-current terms and conditions.

5.6 Bulk Internet Service. Owner is purchasing from Operator on a bulk-billed basis (a) the Service currently known as Advanced Community WiFi Ultra (Mbps x Mbps) ("Advanced Community WiFi" for the purposes of the Bulk Internet Services Attachment), including the following common areas: [pool area,] [clubhouse,] [office center,] [employee room,] [business lounge,] [video room,] [office room,] [maintenance] [all purpose room,] [clubhouse #2,] and [maintenance #2] at the following speeds 500Mbps x 20 Mbps; and (b) the CPE listed in the Section below, if any (collectively, the "Bulk Internet Service"). The Bulk Internet Service will be provided to the appropriately installed CPE provided by Operator. Upgrades to the Bulk Internet Service, if available, will be provided per Operator's then-current terms and conditions. Concurrently with signing the Agreement, Owner shall provide Operator with a complete list of addresses of all Units to receive the Bulk Internet Service.

5.7 Bulk Internet Service CPE. The Bulk Service Fee includes

User Responsible

- one modem and wireless router per Unit. User is required to self-install this CPE and is responsible for returning the CPE to Operator. Users may request CPE upgrades and/or professional CPE installation directly from Operator, and, if available, will be provided per Operator's then-current terms and conditions.

5.8 Capital Investment by Operator. Operator is making the following capital investment at the Property, which is subject to the Capital Investment Return Attachment: \$5,665.00

5.9 Channel Insertion Equipment (Operator-Owned). Operator shall provide and install the following channel insertion equipment: (the "Channel Insertion Equipment"). The Channel Insertion Equipment shall be deemed to be Equipment under the Agreement. Owner shall provide all content for the internal channel and such programming and use of the internal channel shall not violate Laws. Owner shall indemnify Operator for all third-party copyright infringement Claims related to the programming. Operator reserves the right to choose the channel number and move this internal channel if needed by providing Owner with 30 days prior notice.

5.10 Channel Insertion Equipment (Owner-Owned). Operator shall provide and install the following channel insertion equipment: (the "Channel Insertion Equipment"). Owner shall pay to Operator \$0.00 within 30 days after installation. Owner shall own, maintain, repair, upgrade and/or replace the Channel Insertion Equipment at its sole cost. Owner shall provide all content for the internal channel and such programming and use of the internal channel shall not violate Laws. Owner shall indemnify Operator for all third-party copyright infringement Claims related to the programming. Operator reserves the right to choose the channel number and move this internal channel if needed by providing Owner with 30 days prior notice.

6. **Attachments.** The following Attachments are incorporated into and made a part of the Agreement by this reference.

- System Installation and Services Attachment
- Internal Wiring (Owner Install or Upgrade) Attachment
- Non-Exclusive Marketing Rights Attachment
- Door Fee (One-Time) Payment Attachment
- Bulk Video Attachment
- Bulk Internet Attachment ACW
- Capital Investment Return Attachment
- Form of Memorandum of Agreement Attachment

7. **Signatures; Authority.** The individuals signing below represent to Owner and Operator that they are duly authorized to execute and deliver the Agreement on behalf of the entity for which they have signed. Electronic signatures or exact copies (such as facsimiles) of original signatures shall have the same force and effect as original signatures.

OWNER

Trailer Estates Park and Recreation District

OPERATOR

Spectrum Sunshine State, LLC

By: Charter Communications, Inc., its Manager

Signature

Mary Chandler

Printed Name

Title

Signature

R. Lynn Dodson

Printed Name

VP, Spectrum Community Solutions

Title

Effective
Date: _____

Legal Description of Property

Sec/Twp/Rge: 22-35S-17E Neighborhood: 7003; BRADENTON-SOUTH OF RIVER, WEST OF I-75

Subdivision: 6340300; TRAILER ESTATES; BLOCK A

Florida Notary Block

STATE OF _____)

COUNTY OF _____)

On _____, 20__, before me, _____, personally appeared personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

Expiration

Date: _____

Florida Notary Block

STATE OF _____)

COUNTY OF _____)

On _____, 20____, before me, _____, personally appeared personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

Expiration

Date: _____

SYSTEM INSTALLATION AND SERVICES ATTACHMENT

1. **Certain Defined Terms.** When capitalized in the Agreement, the following terms have the following meanings:

"Authorized Representative" means any affiliate, employee, agent, contractor, or other authorized representative of the subject party.

"Claim" means any claim, dispute, controversy, demand, allegation, suit, action or proceeding.

"CPE" means customer premises equipment, such as converters, receivers, set-top boxes, modems, routers, gateways, wireless access points, and other such devices placed within a Unit.

"Demarcation Point" means (a) for Properties with buildings containing multiple dwelling Units (such as apartment complexes, condominiums, etc.), the minimum point of entry (MPOE) (generally, a single, centrally-located communications room containing the main distribution frame) and then extending through designated building pathways (conduit, risers, raceways, etc.) to the intermediate distribution frames (generally located in closets or similar enclosures or rooms, but not within Units) on each floor, to which Operator will extend its Equipment as necessary to provide Services to such Units; (b) for Properties with stand-alone Units (such as single family homes, garden-style apartments, townhomes, mobile homes, etc.), the distribution panel located on the exterior of each such Unit to which Operator will extend its Equipment as necessary to provide Services to such Units; and (c) for Properties where there are transient Units or no Units (such as RV Parks, marinas, etc.), to an agreed upon or existing termination point to which Operator will extend its Equipment as necessary to provide Services to such Units or outlets. The location of Demarcation Points may be further specified in the Plans.

"Equipment" means all conduit, wiring (such as fiber, coaxial cable, category of performance wiring, copper, etc.), hardware (such as wireless access points, gateways, switches, routers, amplifiers, etc.), software, facilities (such as building entrance facilities, vaults, above-ground enclosures, pedestals, lockboxes, etc.), equipment and all other network infrastructure installed, upgraded and/or used by Operator at the Property to provide the Services, but excluding the Internal Wiring and CPE.

"Force Majeure Event" means an event or condition beyond a party's reasonable control, including an act of God or government, failure or delay caused by utilities, suppliers or carriers, weather, war, riot, strike, work stoppages, insurrection, vandalism, cabling cuts by third parties, and loss of the right to use rights of way or frequencies, but excluding payment of monies due.

"Internal Wiring" means the wiring on the User side of the Demarcation Point that is or may be used by Operator to deliver Services, regardless of whether in use at any given time.

"IOT" means the Internet of Things, as such term is commonly understood in the telecommunications industry.

"Laws" means all applicable federal, state, and local statutes, rules, regulations, and ordinances, including the rules and regulations of the Federal Communications Commission, and any necessary federal, state and local permits, licenses and approvals.

"Liabilities" means any and all losses, damages, judgments, obligations, costs, assessments, deficiencies, expenses (including court costs and attorneys' fees), physical damage to tangible personal property, bodily injury, death and any other liabilities.

"Pathways" means all conduits, poles, moldings, risers, raceways, shafts and similar pathways and areas at the Property where the System is or will be installed.

"Plans" means the construction plan (which may be a design application, scope of work, construction responsibility matrix, etc.) for installation of the System, or, where there are no such plans or the plans do not adequately address a specific requirement, Operator's then-current installation methods. Operator owns all right, title and interest in and to the Plans, and the Plans are the confidential information of Operator.

"Section" means all of the text contained under a caption or reference heading preceded by a whole number (e.g., 10, 11, etc.) and includes all further text thereunder (e.g., 10.1, 10.2(a), 10.2(b), etc.).

"Services" means all services that Operator and its affiliates offer in the Service Area, including any Services provided on a bulk basis under an Attachment.

"Service Area" means the territory in which the Property is located for which Operator holds a then-current franchise or other legal authority to provide Services.

"Subscriber Terms" means any subscription agreement, terms and conditions of use, acceptable use policies, privacy policies, and other similar policies, in each case as established and modified by Operator in its sole discretion from time-to-time, without notice to Owner or Users, regarding the purchase and use of Services and made available to Users. The acceptable use policy portion of the Subscriber Terms applicable to Internet Services may be found at <https://www.spectrum.com/policies/residential-terms.html> or the applicable successor URL. The privacy policy portion of the Subscriber Terms applicable to the Internet Services may be found at <https://www.spectrum.com/policies/spectrum-customer-privacy-policy.html> or the applicable successor URL. The general terms of Service may be found at <https://www.spectrum.com/policies/residential-general-terms-and-conditions-of-service> or the applicable successor URL.

"System" means the Equipment and Internal Wiring.

"Unit" means a single dwelling unit, billing unit or outlet, common area (such as a clubhouse), lot, or boat berth, in each case to which Services are to be provided, as the case may be and as the context reasonably requires.

affixed to or a fixture of the Property. Operator retains the risk of damage to and loss of the Equipment, unless such damage or loss is caused by Owner or its Authorized Representatives, in which case Owner promptly shall reimburse Operator for its actual costs to repair or replace such damaged or lost Equipment. Owner shall not, and Owner shall not permit any third party to, access, move, use or interfere with the Equipment. Operator shall at all times keep the Equipment in good order, repair and condition, in compliance with Laws; provided that repeated damage to the Equipment may result in a suspension or termination of Services instead of repair or replacement. Owner shall cooperate with Operator to safeguard any Equipment located within Units or other private or secured areas and assist Operator in removing and recovering such in-Unit Equipment.

3.6 CPE. Unless provided otherwise in an Attachment, Operator owns all CPE provided to Users and/or Owner and/or supplied to the Property. The type of CPE provided to Users shall be in Operator's sole discretion and subject to availability and change at any time without notice. If a User (which may include Owner) desires different or additional CPE, then, subject to Operator's policies, availability, and compatibility with any other Services being provided at the Property, such User must obtain such different or additional CPE directly from Operator under Operator's then-current terms and conditions. Users are responsible for any lost, stolen, damaged or unreturned CPE at Operator's then-current replacement charges, and are responsible for returning all CPE to Operator after termination of Services, unless Owner specifically is responsible for such CPE as set forth in the Property-Specific Terms or an Attachment, in which case Owner is responsible for the foregoing. CPE replacement may take up to 30 days. All CPE is provided on an "as-is basis" without warranty of any kind. Unless specified otherwise in the Property-Specific Terms, each User is responsible to order, pick up and self-install CPE or may, at such User's option, arrange directly with Operator to have Operator perform such installation at its then-current rates. Owner will use reasonable efforts to safeguard and return to Operator any CPE left by Users in vacated Units, the Property management office, or other areas of the Property.

3.7 Property Restoration. Operator shall, at its sole cost, repair and restore all portions of the Property damaged by Operator to its condition existing immediately prior to such damage, regardless of whether such damage occurred during installation, operation, maintenance, or removal activities.

3.8 Liens. Operator shall not allow any materialman's or mechanic's liens to attach to the Property in connection with Operator's construction of the System, provision of Services, or performance of the Agreement. Operator shall be responsible for the satisfaction or payment of any liens for any provider of work, labor, material or services claiming by, through or under Operator. Operator shall discharge any liens that are filed in connection with Operator's work within 30 days after receiving notice from Owner of such lien by bonding, payment or otherwise at Operator's sole cost; provided, that Operator may contest, in good faith and by appropriate proceedings, any such liens.

3.9 Internal Wiring Installation, Ownership, Use and Removal. Internal Wiring installation, ownership and use rights and obligations are set forth in the applicable Attachment for Internal Wiring. Subject to any continuing use rights in the Right of Access, at the end of the Term, Operator shall rely upon the applicable Attachment for Internal Wiring. Disposition of the ownership and control of the Internal Wiring after the lawful termination of Operator's rights to remain on the Property, shall be handled by the Parties in accordance with 47 CFR § 76.804, unless otherwise agreed upon by the Parties in writing.

4. **System Protection and Interference.**

4.1 System Protection. Once the System is installed, it may not be accessed, relocated, removed, disturbed, used or interfered with by Owner or any third party. Owner shall use commercially reasonable efforts to safeguard the System against damage and unauthorized use. If Owner becomes aware of any unauthorized use of the System or receipt of the Services, then Owner promptly shall notify Operator and cooperate with Operator to end the unauthorized use of the System or receipt of Services.

4.2 System Interference. If there is any condition at the Property that interferes with Operator's use of the System or provision of Services, and Operator notifies Owner of such condition, then Owner promptly (and in all cases within any time frame required by Laws) shall alter or cease its use of or at (or cause such third party to alter or cease its activities at) the Property to completely and permanently eliminate such interference. If Operator determines, in its sole discretion, that as a result of interference or unauthorized use caused by the acts or omissions of Owner, a User, a third party, or a Force Majeure Event, (a) Operator is hindered in the proper operation of the System and/or provision of Services; (b) there is a risk to the safety of any person or damage to the System or Property; or (c) provision of Services is in violation of Laws; then Operator may, without liability to Owner or Users, (i) terminate the Agreement upon notice to Owner; (ii) disconnect or suspend Services or power down or remove Equipment (in each case in whole or in part); and/or (iii) take any legal or other actions as Operator's deems necessary. During any such interference where Operator elects to continue providing Services, Operator's Services may be degraded due to the effects of such interference and such degraded Services shall not be a breach of the Agreement. If there is any signal leakage caused by the System in violation of Laws (regardless of cause), Operator shall have the same remedies set forth in this paragraph.

5. **Services.**

5.1 General Operator Obligations. Owner grants to Operator the right to offer and provide Services at the Property, as may be further detailed in other Attachments. The terms and conditions under which Users purchase and Operator provides Services (including installations and billing) shall be pursuant to agreements entered into between Operator and such Users (which may include Owner under a separate Attachment). Operator will use commercially reasonable efforts to ensure that the Services are available to Users 24 hours per day, 7 days per week, excluding during scheduled maintenance, required repairs, and Force Majeure Events. Operator may, with or without notice and without breaching the Agreement, suspend, disconnect or refuse to provide Services or CPE to any person who (a) fails to execute or abide by Operator's Subscriber Terms; (b) uses the Services, System or CPE in violation of Laws; or (c) fails to provide Operator with the information required to establish and maintain a Service account or to receive CPE.

8.2 From Owner. Owner will defend, indemnify and hold harmless Operator and, as applicable, Operator's Authorized Representatives, from and against all Liabilities incurred by Operator and its Authorized Representatives that result from third-party (including Users or governmental authorities) Claims (a) of bodily injury or death; (b) of damage to tangible personal or real property; for each of the foregoing clauses (a) and (b) where such Claims are based on Owner's or Owner's Authorized Representatives' (i) negligence or willful misconduct while at the Property; (ii) breach of any representation or warranty made by Owner under the Agreement; (iii) violation of a third party's rights; or (iv) violation of Laws; (c) arising out of Owner's actions or inaction under Section 5.2 (Owner Obligations Regarding User Access Suspension and Reactivation); (d) relating to any inability to use or failure of functionality of Users' IOT applications and devices connected to the System; (e) relating to data privacy or security across the System; or (f) that Users failed to comply with the Subscriber Terms and where Owner has breached Section 5.3 (Privacy and Compliance with Subscriber Terms). The indemnity provisions of clauses (a) and (b) of this paragraph shall not apply to the extent that any Liabilities are attributable to the negligence or intentional misconduct of Operator or its Authorized Representatives.

8.3 Procedures. A party seeking defense and indemnification under this Section ("Indemnitee") promptly shall (a) notify the other party ("Indemnitor") of any Claim for which it is requesting indemnification and tender the defense; and (b) provide all reasonably available facts, circumstances, documents and particulars of the Claim and reasonably assist where requested to enable Indemnitor to defend, settle, and indemnify for such Claim. Failure to promptly comply with the foregoing sentence shall not relieve Indemnitor of its obligations under this Section, except to the extent that such delay or failure materially and demonstrably prejudices Indemnitor's ability to defend or settle such Claim and results in an increase in Liabilities in connection therewith. The Indemnitor, at its sole cost, shall promptly assume the defense and control of such Claim using counsel of its own choosing that is reasonably satisfactory to Indemnitee. Indemnitor promptly shall confirm in writing to Indemnitee that it has assumed the defense and control of the Claim in compliance with this Section. If Indemnitor fails to provide such notice to Indemnitee, then Indemnitee may proceed with defending or settling such Claim under the terms of this Section as if it were the Indemnitor, and it shall notify Indemnitor that it has done so. Indemnitor shall have sole control over such defense, investigation, and settlement negotiations, provided that Indemnitor shall not settle any Claim without first disclosing all terms of the settlement to Indemnitee and obtaining Indemnitee's prior approval. Indemnitee may withhold approval if the settlement does not provide Indemnitee with a full release regarding such Claim. If Indemnitor timely complies with its obligations under this Section, then Indemnitee shall be responsible for any attorneys' fees or other costs or expenses it incurs in connection with the Claim (such as its own costs of investigation, verification, review, tender, etc.).

9. Default and Remedies.

9.1 Default. The following shall constitute material breaches of the Agreement: (a) a party breaches or fails to meet or perform any material representation, warranty, covenant or other obligation contained in the Agreement and then fails to cure such matter within 30 days (or such other time period specified in the Agreement) after receiving notice from the non-breaching party that reasonably details the breach so as to permit the breaching party to pursue a cure, unless such breach is not reasonably curable within such period, in which case the breaching party shall not be deemed to be in breach so long as it has commenced a cure within such period and diligently pursues such cure to completion; (b) a party becomes insolvent or a debtor in a bankruptcy or similar action or proceeding; or (c) the Property becomes subject to foreclosure or similar action or proceeding. Notwithstanding any contrary provision in the Agreement, if a party is required to act pursuant to Laws prior to the required notice or cure period in this paragraph, then such party shall be entitled to act without being in breach of the Agreement.

9.2 Remedies. Except as specifically provided otherwise in the Agreement, and in addition to the other rights granted in the Agreement, the non-breaching party shall be entitled to seek all remedies available at law or in equity with respect to a breach of the Agreement by the breaching party (including injunctive relief and specific performance in cases where a breach is causing or would cause irreparable damage or where no adequate remedy at law is available), and such rights and remedies shall be cumulative. If the breaching party fails to cure a breach as provided in the Agreement, then the non-breaching party may, in addition to all other available remedies, terminate the Agreement upon notice to the breaching party. If Owner is obligated to pay for any Services under the Agreement and Owner defaults pursuant to this Section, then in addition to any other remedies available to Operator, Operator may, without further notice, suspend such Services until the default is cured or stop providing any or all of such Services to Owner and instead begin providing such Services directly to Users on an individually-billed basis during the remainder of the Term. Operator may also terminate the Agreement upon notice to Owner if the System has been damaged more than three times in any 12-month period due to vandalism, unauthorized access, or other activity not authorized by Operator.

9.3 Termination Payment. If the Agreement is (a) improperly terminated by Owner; (b) properly terminated by Operator as permitted by the Agreement; or (c) not honored by any assignee or successor of Owner (regardless of whether such assignee or successor acquires the Property by purchase, transfer, operation of Laws, or otherwise), then Owner shall pay to Operator, within 30 days after the date of Operator's invoice therefor, an amount equal to Operator's reasonably expected revenues for the remainder of the Term had the Agreement been fully performed by the parties until the earliest date of termination permitted by the Property-Specific Terms (the "Termination Payment"). Nothing in this Section affects ownership or disposition of the System. Provided that Operator timely receives the Termination Payment from Owner, the Agreement automatically shall terminate (if not already terminated) and the remedies provided for in this paragraph shall be Operator's sole remedy and Owner's sole liability for a termination of the Agreement covered by this paragraph. If another Attachment provides for a different Termination Payment, then such other Attachment shall apply instead of this paragraph.

9.4 Competing For Owner's Business. During any renewal term, Operator intends to compete for Owner's business on price and quality of service. Therefore, in the event Owner is considering accepting a competing proposal for any

13. **Assignment.** Except as specifically permitted below, neither party shall assign the Agreement without the prior consent of the other. Operator may perform any of its obligations under the Agreement using its Authorized Representatives, but Operator shall remain responsible for the performance of such Authorized Representatives. Operator shall not be obligated to provide remuneration of any kind (monetary, in-kind, etc.) to any Owner assignee until a fully-executed, written assumption agreement is provided to Operator.
- 13.1 Affiliates; Business Change; Collateral.** Either party may assign the Agreement without notice to or consent from the other party to (a) any affiliate that is at least as capable as the assignor to perform its obligations under this Agreement during the Term; (b) any successor entity in the event of such party's transfer of all or substantially all of its assets or stock, merger, spin-off, consolidation, reorganization or other business combination; (c) a lender, as an assignment of collateral to secure credit extended to such party; or (d) in the case of Operator, to any entity that purchases Operator's assets used to provide Services in the Service Area.
- 13.2 Sale of Property.** If Owner sells or otherwise transfers the Property, Owner shall (a) promptly provide Operator with the name, address, telephone, and contact name of the new owner of the Property, as well as a fully-executed copy of such purchaser's written agreement to assume the Agreement; and (b) make the assumption of the Agreement by the new owner of the Property a condition of any sale, transfer or assignment of the Property. Provided that Owner is then current on all payments due to Operator, Owner will be relieved of any further liability or obligations to Operator under the Agreement that are attributable to the period after Operator has received such written assumption.
- 13.3 Associations.** Promptly upon the creation at any time of a resident-controlled owner's association for the Property ("Association"), Owner shall assign all of its rights and delegate all of its duties under the Agreement to the Association and shall cause the Association to assume the Agreement and all of Owner's rights and obligations hereunder. If the Agreement is, for any reason, not assumed by the Association within a reasonable time, not to exceed 180 days of its creation, then, upon notice from Operator, which may be provided at any time prior to such assumption by the Association, Owner shall pay to Operator the Termination Payment. Upon providing to Operator a copy of the Association's written assumption of all of Owner's obligations and duties under the Agreement, Owner will be relieved and released of any further liability or obligations to Operator attributable from and after the effective date of such assumption, and Association automatically will become "Owner" under the Agreement.
14. **Force Majeure Events.** Notwithstanding any contrary provision in the Agreement, (a) neither party shall be liable to the other or in breach of the Agreement for any delay or failure to perform under the Agreement if such delay or failure is the result, in whole or part, of any Force Majeure Event; and (b) Operator may, but shall not be required to, rebuild any portion of the Equipment substantially damaged or destroyed by a Force Majeure Event or other casualty. So long as the non-performing party diligently and continuously attempts to cure the non-performance caused by the Force Majeure Event, the Term and time for performance equitably shall be extended to account for the delay caused by the Force Majeure Event.
15. **Compliance with Laws; Governing Law; Waiver of Jury Trial.** The Agreement shall be subject to, and in the performance of their respective obligations under the Agreement the parties shall comply with, all Laws, and such compliance shall be deemed not to constitute a breach of the Agreement. Unless otherwise stated in the Agreement, nothing in the Agreement shall operate as a waiver of a party's rights under Laws. The Agreement shall be governed by the laws of the state in which the Property is located (the "State"), other than such Laws that would result in the application of the laws of a jurisdiction other than the State. The parties hereby submit to in-personam jurisdiction of the State and waive any objection to improper venue in the applicable federal and state courts located in the State. If Laws prohibit Owner from granting or Operator from obtaining any of the exclusive rights granted under the Agreement, then such rights automatically shall be deemed non-exclusive, but only to the extent and for so long as required by Laws. TO THE EXTENT NOT PROHIBITED BY LAWS, EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO, AND SHALL NOT REQUEST, A TRIAL BY JURY WITH RESPECT TO ANY CLAIM BROUGHT BY A PARTY AGAINST THE OTHER REGARDING ANY MATTER ARISING OUT OF OR RELATED TO THE AGREEMENT.
16. **Severability.** If any provision of the Agreement is found under Laws to be unenforceable, unreasonable or overbroad, then (a) the parties desire that such provision be enforced to the maximum extent it is deemed to be reasonable and not overbroad; (b) the parties desire that such provision be modified so that it is enforceable as nearly as possible to the intent of the original provision; (c) thereafter, the parties shall cooperate in good faith to amend such provision so that it is enforceable and meets the intent of the original provision as nearly as possible; and (d) the remainder of the Agreement shall be unaffected and shall continue in full force.
17. **Scope of Agreement; Modifications; Waivers.** The Agreement constitutes the entire agreement between Owner and Operator with respect to, and supersedes all other agreements and discussions, regardless of whether written or oral or contained in a prior proposal, relating to, the subject matter contained herein. The Agreement can be modified or changed only by a written instrument signed by both parties. The Agreement constitutes an agreement solely among the parties hereto, and is not intended to and will not confer any rights, remedies, obligations or liabilities, legal or equitable, on any person (including any User) other than the parties hereto and their respective successors or assigns, or otherwise constitute any person (including any User) a third party beneficiary under or by reason of the Agreement. A party's waiver of enforcement of any of the terms or conditions of the Agreement will be effective against such party only if contained in a written instrument signed by an authorized representative of such party. The waiver of a party's breach of the Agreement or failure to perform any covenant, condition or obligation shall not constitute or be construed to be a waiver of any succeeding breach or failure. No course of dealing or performance between the parties, nor any delay in exercising any rights or remedies, shall operate as a waiver of any of the rights or remedies of a party. The relationship between Owner and Operator is that of independent contractors, and not one of principal and agent, joint venture or partnership. Individuals employed by each party are not employees of the other, and the employing party assumes full responsibility for the acts and omissions of its own employees acting in the course and scope of employment. Each party has and retains the right to exercise full control of and supervision

INTERNAL WIRING (OWNER INSTALL OR UPGRADE) ATTACHMENT

1. **Installation.** To the extent not already existing and operational, Owner shall, at its sole cost, furnish and install, or upgrade, the Internal Wiring and any Pathways to house the Internal Wiring in compliance with Laws (including Laws that apply to Operator's use of the Internal Wiring to deliver Services, such as signal leakage requirements) and the Plans, in consultation with Operator, and in compliance with any specifications provided by Operator to Owner in writing.
2. **Operator Inspection.** If the Internal Wiring already is installed and operational, then Owner shall provide Operator with a reasonable opportunity to inspect and test the Internal Wiring prior to performing any of its obligations under the Agreement. If Owner is installing or upgrading the Internal Wiring, then Owner shall notify Operator when such installation or upgrading is complete and provide Operator with a reasonable opportunity to inspect and test the Internal Wiring. If Operator identifies any deficiencies in the Internal Wiring, then Operator shall notify Owner and Owner promptly shall correct such deficiencies to Operator's reasonable satisfaction and provide Operator the opportunity to again inspect and test the Internal Wiring, after which the process stated in this Section shall be repeated until Owner has corrected all deficiencies in the Internal Wiring. Operator shall not be obligated to provide any Services unless and until Operator (a) has inspected, tested and approved the Internal Wiring as meeting the installation or upgrade requirements of this Attachment; and (b) has been granted access to and use of the Internal Wiring to provide Services.
3. **Ownership and Use.** The Internal Wiring is a fixture of the Property and shall at all times remain the personal property of Owner. Owner hereby grants to Operator the exclusive right to access, use, maintain, repair, replace and upgrade the Internal Wiring during the Term. Owner shall not, and Owner shall not permit any third party to, access, move, use or interfere with the Internal Wiring. If Owner is an Association and is prohibited from granting Operator the exclusive right to use all of any part of the Internal Wiring, then such use right shall be non-exclusive and/or pursuant to use rights granted to Operator directly by Users. If the exclusive use rights granted to Operator in this Section become unenforceable under Laws, then such use rights automatically shall become non-exclusive for so long as and to the extent required by Laws, in which case Owner shall not authorize or permit any other provider, entity or person to concurrently use any portion of the Internal Wiring during any period that Operator is using such Internal Wiring to provide Services to a User.
4. **Maintenance, Repair and Upgrading.** Operator, at its sole cost, shall conduct routine maintenance and repairs of any Internal Wiring during any period that Operator is using such Internal Wiring to provide Services to a User. Operator is not obligated to replace or upgrade any Internal Wiring, but if Operator determines, in its sole discretion, that the replacement or upgrade of Internal Wiring is necessary to continue providing Services, and if Owner agrees in writing to pay 50% of Operator's costs of such replacement or upgrade, then Operator shall complete such replacement or upgrade and such replaced or upgraded Internal Wiring shall be subject to all of the terms of this Attachment. The foregoing sentence does not apply where Owner is an Association.

16191873.02 – 4/10/2021

NON-EXCLUSIVE MARKETING RIGHTS ATTACHMENT

1. **General.** Operator hereby appoints Owner as its non-exclusive marketing representative at the Property and Owner shall, subject to Laws, market the Services to the occupants and prospective occupants of the Property on a non-exclusive basis. Owner shall refer all inquiries regarding Services to Operator and provide Users and prospective Users with Operator contact information. Owner will direct all Users to report all maintenance or other problems with the Services directly to Operator and Owner will use reasonable efforts to notify Operator of any damages to the System or Service problems of which Owner becomes aware.
2. **Marketing by Operator.** Owner hereby grants to Operator the non-exclusive right to conduct the following marketing and promotional activities for the Services: (a) marketing via digital means and portals; (b) marketing on-site at the Property by means of distribution of printed and digital advertising materials and Service information; and (c) contacts, demonstrations of Services, and direct sales presentations. Owner shall cooperate with Operator in all such promotions on a nonexclusive basis (including supplying, at Operator's request, current lists of the mailing addresses of Users and allowing, at Operator's request, the display of advertising materials in common areas of the Property and on-site promotional initiatives). Operator shall at all times conduct such promotional activities at reasonable times and in accordance with Laws. Owner shall use reasonable efforts to make available in the clubhouse or rental office or other similar location all current marketing publications pertaining to the Services, if such publications are provided by Operator. Operator may market Services without Owner's assistance to Unit occupants directly, including door-to-door solicitation, on-site marketing campaigns related solely to the Services, lobby displays, distribution of marketing materials to mailboxes or display sales materials in the lobby of the Property; provided however, that any such on-site marketing campaigns shall be limited to the Services and shall be subject to the prior reasonable and timely approval of Owner (including approval of the locations of any marketing displays at the Property).
3. **Marketing by Owner.** Owner shall, and Owner shall cause its on-site Authorized representatives to, promote Operator's Services to Users on a non-exclusive basis. Operator, at its sole cost, shall provide Owner with sales support and materials for use in assisting residents to order Services. Owner shall at a minimum perform the following promotional activities for Operator, using marketing materials provided by Operator at Operator's sole cost: (a) include Operator's marketing materials in "welcome", "move-in" and similar information packages that are distributed to new and prospective Unit occupants; (b) display Operator's marketing materials in common areas of the buildings; (c) include Operator and a description of the Services in any general listings of goods and services available at the Property; (d) include Operator's marketing materials or information in communications to Users (e.g., building newsletters or emailed communications, online portals for Unit occupants, etc.); (e) permit Operator (if desired by Operator and at Operator's expense) to host on-site events to promote the Services, subject to Owner's reasonable approval as to frequency, time, format, location and activities; (f) if applicable, and if made available to other providers, provide Operator with exposure and marketing on its web-page, community information channel, or any other Internet-accessible service ordering format for the Services, in a form, appearance, and content reasonably acceptable to Operator; and (g) any other marketing initiatives on which Owner and Operator desire to work collaboratively to promote the Services. Subject to Laws, Owner shall provide Operator with a list of those Unit addresses having a change in occupancy status during each calendar quarter. Operator reserves the right, in its sole discretion, to accept or reject prospective Users solicited by Owner based on Operator's then-current policies and standards.
4. **Other Marketing.** Owner shall not grant a competing provider more favorable marketing rights than those granted to Operator. Operator acknowledges that Owner may also promote the communications services of other providers, some of which may be competitors of Operator. If Owner elects to promote the services of other providers in addition to Operator's Services, Owner shall provide Operator with equal or better marketing opportunities and exposure at the Property, including displaying Operator's marketing materials with at least equal prominence, duration and exposure as Owner provides the marketing materials of other providers, providing door-to-door marketing opportunities, and providing access to Unit occupant information. Under no circumstances will either party disparage the Services, Property, System or business of the other.
5. **No Intellectual Property License.** Except for Owner's distribution of Operator-provided marketing materials at the Property and the limited licenses granted in this Attachment, nothing in the Agreement shall be deemed or construed to be a license or other grant of rights to use the other party's copyrighted materials, trademarks, service marks, trade names, logos, or other intellectual property or proprietary rights without the prior consent of such party.
6. **Marks; Limited License.** All materials developed by a party, including advertisements, promotions, marketing materials and newsletters using the other's service marks, logos, trade names, trademarks, insignia and symbols ("Marks") or any reference thereto, shall be submitted to the other in advance for prepublication review and approval with respect to, but not limited to, context, style, content appearance, composition, timing and media. Each party shall properly acknowledge the other's ownership of its Marks in all materials. No party shall do business under any the other's Marks or derivatives or variations thereof, and neither party shall directly or indirectly hold itself out as having any relation to the other or its Authorized Representatives, except as specifically authorized in this Attachment. The Marks only may be used by to promote the Services during the Term.

16193279.03 – 4/15/2021

DOOR FEE (ONE-TIME) PAYMENT ATTACHMENT

1. General Terms. In partial consideration for the rights granted by Owner to Operator under the Agreement, Operator shall pay to Owner a one-time payment as specified in the Property-Specific Terms ("Up-Front Payment") within 90 days after the Effective Date.
2. Reimbursement of Up-Front Payment. In addition to any other remedies available to Operator under the Agreement or pursuant to Laws, if Operator is denied any of its marketing rights, Internal Wiring rights, or Property or System access rights granted under the Agreement, regardless of whether caused by an uncured breach of the Agreement by Owner, inability to enforce such rights under Laws (such as due to subsequent legislation, litigation, administrative action, etc.), or otherwise, then Owner shall refund to Operator the following amount within 30 days of receipt of Operator's invoice therefor:

Reimbursement of Up-Front Payment = Up-Front Payment made by Operator, multiplied by the quotient of (A) the number of months left in the Service Commitment Period at the time the triggering event above occurs, divided by (B) the total number of months in the Service Commitment Period. Partial months are deemed to be whole months for purposes of this calculation.

16256218.03 - 6/25/2022

BULK VIDEO SERVICE ATTACHMENT

- Bulk Video Service.** Operator will activate and provide the Bulk Video Service specified in the Property-Specific Terms on a bulk-billed basis in accordance with this Attachment. Notwithstanding the foregoing, Operator shall not be required to provide the Bulk Video Service to any Unit until Owner has provided a complete and accurate list of addresses for each Unit that will receive the Bulk Video Service. Owner shall not take any action that would alter, modify or otherwise change the underlying signals comprising the Bulk Video Service. Users may order additional Services directly from Operator to the extent available and compatible with the Bulk Video Service and other Services being provided. Owner hereby authorizes Unit occupants to order (at their sole expense) and Operator to install, additional outlets in the individual dwelling Units of the Property. If Owner prohibits the installation of additional outlets, then Owner shall notify Unit occupants of such policy as part of their lease and property rules and regulations.
- Bulk Video Service CPE.** The Bulk Service Fee includes only the CPE specifically provided to Owner and Users under the Property-Specific Terms, and Owner and/or Users are responsible for all such specified CPE as provided in the Agreement.
- Bulk Service Fee.** The monthly Bulk Service Fee is set forth in the Property-Specific Terms and applies regardless of whether Units are occupied or the Bulk Video Service is used. Owner may charge Users an amenity fee for the Bulk Video Service. The Bulk Service Fee excludes, and Owner is responsible to pay, all applicable sales taxes, franchise fees, FCC regulatory fees, government license fees, copyright fees, any public educational and government (PEG) access fees, retransmission consent fees or costs, surcharges, rate increases imposed by programmers, any taxes, fees or assessments of general applicability imposed or assessed by any governmental authority, or other fees that Operator may lawfully pass through to Users and/or Owner. Operator shall have the right to increase the Bulk Service Fee by the amount set forth in the Property-Specific Terms. Bulk Service Fee increases may be cumulative if not taken in the previous year(s). If Operator's video programming costs materially increase (a) during any 12-month period starting on the Effective Date, or (b) during any 36-month period starting on the Effective Date, then upon notice to Owner, which notice may not be given by Operator before three years from the Effective Date, Owner and Operator shall have 90 days to renegotiate a new Bulk Service Fee and rate increases for the remainder of the Term. If Operator and Owner are unable to reach such agreement, and Operator is unwilling to continue providing the Bulk Video Service at the then-current contract rate, then Operator may elect to (but is not required to) provide six months prior notice of termination of this Attachment and the Bulk Internet Services Attachment (if Operator is providing Internet Services on a bulk-billed basis).
- Invoices, Billing and Payment of Bulk Service Fee.** Operator will bill the Bulk Service Fee (plus applicable taxes and fees) to Owner on a monthly basis in advance and payment by Owner shall be due within 30 days after the date of such invoice. If Operator does not present an invoice before the first day of the month for which the Bulk Service Fee is due, such failure shall not constitute a waiver of the Bulk Service Fee, and Owner promptly shall pay such invoice when delivered by Operator. Late fees will be charged to Owner in accordance with Operator's then-current policies and subject to Laws. Owner may dispute any portion of an invoice in good faith by notifying Operator in reasonable detail as to the basis for the dispute at any time prior to 60 days after the date of Operator's invoice, and the parties shall use commercially reasonable efforts to promptly resolve such dispute. Under no circumstances may Owner submit an invoice dispute to Operator after such 60-day period. If the parties fail to mutually resolve the dispute within 30 days after Owner's notice, all disputed amounts immediately shall be due and payable. Nothing herein shall be construed as a basis for withholding payment of any portion of an invoice that is not disputed in good faith, and Owner has no right to set-off, apply a credit against, deduct, or otherwise withhold any amount payable under the Agreement. Owner will pay the disputed portions of an invoice promptly following the resolution of such dispute.
- Change in Number of Units Billed.** Operator, in its sole discretion, may increase or decrease the total number of Units billed each year to match the actual number of Units, common areas or other sites being served or to be served at the Property. Nothing in the Agreement shall require Operator to expend funds to increase or decrease the number of Units served but the parties may agree to expend funds for such purpose upon mutually acceptable terms. Upon Owner's request, and if an annual increase in the total number of Units or sites served will exceed 10%, then Operator shall provide documentation to Owner reasonably demonstrating the basis for such increase. Such increases may be cumulative if not taken in the previous year(s).
- Termination of Attachment for Cause.** Owner's failure to pay the Bulk Service Fee in full by the due date shall be a material breach of the Agreement, and Operator may, in its sole discretion, (a) suspend the Bulk Video Service upon 30 days prior notice to Owner; and/or (b) terminate this Attachment upon 30 days prior notice to Owner, in which case Owner shall pay the Bulk Service Fee that otherwise would have been payable by Owner during the Service Commitment Period as if this Attachment had not been terminated. Upon any such suspension or termination of the Bulk Video Service, Operator may solicit and offer to Unit occupants any of its Services (including those previously comprising the Bulk Video Service) on an individual subscription basis for the remainder of the Term. In addition, this Attachment may be terminated by (i) either party upon notice in the event of an uncured default by the other under the Agreement; or (ii) concurrently with any termination of the Bulk Internet Service Attachment, if any, by the party entitled to terminate the Bulk Internet Service Attachment.
- Termination for Convenience by Owner.** Owner may terminate the Agreement for convenience upon 90 days prior notice to Operator and payment of an early termination fee (for purposes of this Attachment only, "ETF"). In addition, if (a) Owner sells or otherwise transfers the Property to a party that does not assume the Agreement in writing; or (b) Operator terminates this Attachment or the Agreement due to Owner's uncured breach, except for a breach for Owner's failure to pay the Bulk Service Fee (which is subject to a separate remedy in this Attachment), then Owner shall pay the ETF to Operator upon consummation of the sale of the Property or the date of termination by Operator, as applicable. The ETF is calculated as follows: (1) ETF Percentage; multiplied by (2) the number of months remaining in the Service Commitment Period; multiplied by (3) the then-current Bulk Service Fee. For purposes of clarity, if the Agreement is terminated pursuant to this Section, then all early termination fees payable under other Attachments also apply. Partial months shall be pro-rated on a daily basis.

The "ETF Percentage" is equal to the following:

BULK INTERNET SERVICE ATTACHMENT**Advanced Community WiFi and Advanced Community WiFi+**

1. Bulk Internet Service. Operator will activate and provide the Bulk Internet Service specified in the Property-Specific Terms on a bulk-billed basis in accordance with this Attachment. Notwithstanding the foregoing, Operator shall not be required to provide the Bulk Internet Service to any Unit until Owner has provided a complete and accurate list of addresses for each Unit that will receive the Bulk Internet Service. Owner shall not take any action that would alter, modify or otherwise change the underlying signals comprising the Bulk Internet Service. Users may order additional Services directly from Operator to the extent available and compatible with the Bulk Internet Service and other Services being provided. Owner hereby authorizes Unit occupants to order (at their sole expense) and Operator to install, additional outlets in the individual dwelling Units of the Property. If Owner prohibits the installation of additional outlets, then Owner shall notify Unit occupants of such policy as part of their lease and property rules and regulations.
2. Bulk Internet Service CPE. The Bulk Service Fee includes only the CPE specifically provided to Owner and Users under the Property-Specific Terms, and Owner and/or Users are responsible for all such specified CPE as provided in the Agreement. Failure to use Operator-provided or Operator-certified modems and/or routers to receive the Bulk Internet Service may result in degraded or less than optimal Services. Except for the CPE provided by Operator as described in the Property Specific Terms, wireless connections are not available through Operator for these Bulk Internet Service choices. However, Users may provide and shall be solely responsible for their own wireless equipment (such as switches, peripheral devices, etc.), including repairs, compatibility and interference with these Bulk Internet Service choices.
3. Bulk Service Fee. The monthly Bulk Service fee is set forth in the Property-Specific Terms and applies regardless of whether Units are occupied or the Bulk Internet Service is used. Owner may charge Users an amenity fee for the Bulk Internet Service. The Bulk Service Fee excludes, and Owner is responsible to pay, all applicable sales taxes, franchise fees, FCC regulatory fees, government license fees, copyright fees, surcharges, rate increases imposed by programmers, any taxes, fees or assessments of general applicability imposed or assessed by any governmental authority, or other fees that Operator may lawfully pass through to Users and/or Owner. Operator shall have the right to increase the Bulk Service Fee by the amount set forth in the Property-Specific Terms. Bulk Service Fee increases may be cumulative if not taken in the previous year(s).
4. Invoices, Billing and Payment of Bulk Service Fee. Operator will bill the Bulk Service Fee (plus applicable taxes and fees) to Owner on a monthly basis in advance and payment by Owner shall be due within 30 days after the date of such invoice. If Operator does not present an invoice before the first day of the month for which the Bulk Service Fee is due, such failure shall not constitute a waiver of the Bulk Service Fee, and Owner promptly shall pay such invoice when delivered by Operator. Late fees will be charged to Owner in accordance with Operator's then-current policies and subject to Laws. Owner may dispute any portion of an invoice in good faith by notifying Operator in reasonable detail as to the basis for the dispute at any time prior to 60 days after the date of Operator's invoice, and the parties shall use commercially reasonable efforts to promptly resolve such dispute. Under no circumstances may Owner submit an invoice dispute to Operator after such 60-day period. If the parties fail to mutually resolve the dispute within 30 days after Owner's notice, all disputed amounts immediately shall be due and payable. Nothing herein shall be construed as a basis for withholding payment of any portion of an invoice that is not disputed in good faith, and Owner has no right to set-off, apply a credit against, deduct, or otherwise withhold any amount payable under the Agreement. Owner will pay the disputed portions of an invoice promptly following the resolution of such dispute.
5. Change in Number of Units Billed. Operator, in its sole discretion, may increase or decrease the total number of Units billed each year to match the actual number of Units, common areas or other sites being served or to be served at the Property. Nothing in the Agreement shall require Operator to expend funds to increase or decrease the number of Units served but the parties may agree to expend funds for such purpose upon mutually acceptable terms. Upon Owner's request, and if an annual increase in the total number of Units or sites served will exceed 10%, then Operator shall provide documentation to Owner reasonably demonstrating the basis for such increase. Such increases may be cumulative if not taken in the previous year(s).
6. Termination of Attachment for Cause: Suspension or Disconnection of Bulk Internet Service. Owner's failure to pay the Bulk Service Fee in full by the due date shall be a material breach of the Agreement, and Operator may, in its sole discretion, (a) suspend the Bulk Internet Service upon 30 days prior notice to Owner; and/or (b) terminate this Attachment upon 30 days prior notice to Owner, in which case Owner shall pay the Bulk Service Fee that otherwise would have been payable by Owner during the Service Commitment Period as if this Attachment had not been terminated. Upon any such suspension or termination of the Bulk Internet Service, Operator may solicit and offer to Unit occupants any of its Services (including those previously comprising the Bulk Internet Service) on an individual subscription basis for the remainder of the Term. In addition, this Attachment may be terminated by (i) either party upon notice in the event of an uncured default by the other under the Agreement; or (ii) concurrently with any termination of the Bulk Video Service Attachment, if any, by the party entitled to terminate the Bulk Video Service Attachment. Operator may temporarily or permanently disconnect, in whole or in part, the Bulk Internet Service in an individual Unit or area on the Property, with or without notice to Owner and/or Users, without breaching the Agreement or incurring any resulting obligation or liability, if Operator in good faith believes that Owner or any User or individual accessing the Bulk Internet Service through Owner's or a User's account (x) uses the Bulk Internet Service in violation of this Attachment, the Subscriber Terms, or Laws; (y) to engage in any conduct that is unlawful, fraudulent, inappropriate or intended to harass a third party; or (z) causes, is involved in, or is subject to a security breach or compromise.

CAPITAL INVESTMENT RETURN ATTACHMENT

If Operator is prohibited from or is unable to (a) install its Equipment; (b) connect with or use the Internal Wiring as permitted by the Agreement; or (c) provide Services to the Property for any lawful reason, including breach of the Agreement by Owner, Operator may terminate the Agreement and, in such event, Owner will reimburse Operator, as Owner's sole liability under the Agreement, for the installation costs (including labor) incurred by Operator up to the date that installation of Equipment or Service deployment was halted; provided that Owner's reimbursement obligation under this paragraph declines on a monthly straight-line, pro-rata basis over the Term commencing on the Service Activation Date (if applicable) and is capped at the amount set forth in the Property-Specific Terms. Owner shall pay such amount to Operator within 60 days following Owner's receipt of Operator's invoice therefor. Upon request, Operator shall provide reasonable supporting documentation for the costs being reimbursed.

Owner Initials

Operator Initials

16255652.01 – 4/10/2021

MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Charter Communications

Attn: _____

Address: _____

Above space for recorder's use only

This Memorandum of Agreement ("MOA") is entered into by the "Owner" and "Operator" set forth in the signature blocks below, effective as of the date Operator signs this MOA.

1. **Agreement and Property.** Concurrently with this MOA, Owner and Operator have entered into a Communications Network and Services Agreement (the "Agreement") relating to the property described in Property Address and Legal Description attached to this MOA (including all improvements now or hereafter located thereon)(the "Property"). The Agreement and MOA are integrally related and coterminous (as further described below). Because any acquiror of the Property is obligated to assume the Agreement, such acquiror should request a copy of the Agreement from Owner for its review.
2. **Grant of Access; Recording.** In consideration of the covenants and agreements in the Agreement and as such may be amended between Owner and Operator from time to time, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Owner and Operator, Owner hereby grants and conveys to Operator and its Authorized Representatives (as defined in the Agreement) a nonexclusive easement across, under, over, within and through the Property, as necessary for Operator to perform its obligations under the Agreement, including the right, on an exclusive or nonexclusive basis as set forth in the Agreement, to (a) install, operate, use, maintain, repair, upgrade, replace and/or remove the System (defined hereafter) to as permitted by the Agreement; and (b) to offer, provide and market any services that Operator can provide to the Property ("Services") as permitted by the Agreement. "System" means conduit, wiring (such as fiber, coaxial cable, category of performance wiring, copper, etc.), hardware (such as wireless access points, gateways, switches, routers, amplifiers, etc.), software, facilities (such as building entrance facilities, vaults, above-ground enclosures, pedestals, lockboxes, etc.) equipment, rooftop antennas, and all other network infrastructure installed, upgraded and/or used by Operator at the Property to provide the Services. Operator may record this MOA in the public records at any time.
3. **Term; System Removal.** The easement granted in this MOA touches and concerns the Property, runs with the land (and title to the Property), and is binding on Operator, Owner, all subsequent acquirors of the Property, others who may claim any interest in the Property, and all of the foregoing parties' successors and assigns. The easement granted in this MOA, unless terminated earlier as permitted by the Agreement, automatically terminates on the date that is six months after Operator has ceased using the System to provide any Services at the Property (the "Term"). Notwithstanding the foregoing, after the Term, Operator shall have an additional 60-day period to access the Property to remove or dispose of the System as permitted by the Agreement.
4. **Other Terms.** This MOA includes adequate space for Operator to place its System components in locations mutually acceptable to Owner and Operator. Any Pathways where the System is to be located that are owned by Owner or a third party shall, as between Owner and Operator, be owned by Owner, and Owner hereby grants to Operator the nonexclusive right to access, use, and maintain such Pathways. "Pathways" means all conduits, poles, moldings, risers, raceways, shafts, rooftops and similar pathways and areas at the Property where the System is or will be installed. If Owner is an association (such as a homeowners' association, condominium owners' association, etc.) or cooperative and only has the authority to provide

Property Address and Legal Description

16199553.05 - 4/21/2021

**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 Review BOT Duties (PP1, PP1C, PP1D, PP1E, PP1F, PP1G, PP1H & PP1I))

For Upcoming Meeting—Date 02-20-2023

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 continue
reviewing BOT duties. Discussion started during the 2/6/23 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.)** Scribed drafts of BOT duties as provided to the secretary for PP1, PP1C, PP1D, PP1E, PP1F, PP1G, PP1H & PP1I.

AS

Trustee Lori Dalton

Date Submitted 02/10/2023

Chairman/Designee 

Office Manager/Designee: Date Posted 2/13/2023 Initials 

**TRAILER ESTATES PARK AND RECREATION DISTRICT
TRUSTEE DUTIES PP1**

DUTIES OF THE CHAIRMAN

THE CHAIRMAN SHALL:

1. Prepare for and attend 26 regular scheduled Board Meetings and Workshops; and Special or Emergency meetings as required.
2. Preside at all board meetings or inform 1st Vice and 2nd Vice of absence.
3. Perform duties as outlined in the bylaws (Art. II, III, IV, and V). In addition, ensure the appointments are made: Kitchen Manager, Web-Master, Dock Master, Media Committee, Enforcement Committee and Treasure Barn Committee.
4. Oversee and supervise the day-to-day operations of the district.
5. Vote on all matters submitted for a vote of the board of trustees.
6. Review the performance of the Park Manager.
7. Appoint committees as necessary.
8. ~~Supervise the office manager and supervise with the office manager all office personnel that are employed by the district according to the policies as defined in the district policy manual (tab 6 employee handbook):~~
 - a. ~~Employment~~ _____ *(section 100)*
 - b. ~~Performance evaluation(s)~~ _____ *(section 1000)*
 - c. ~~Disciplinary action(s)~~ _____ *(section 700)*
 - d. ~~Termination~~ _____ *(section 700)*
9. Supervise and arrange for park elections and referendums.
10. Oversee all aspects of the district's website and Community Channel(s).
11. ~~Oversee all aspects of the district's Community Channel.~~
12. Conduct annual review of policies in the Employee Handbook.

TRAILER ESTATES PARK AND RECREATION DISTRICT

TRUSTEE DUTIES PP1

13. The chairman is authorized to withdraw funds from money market and certificate of deposits.
14. Sign checks as requested.

**TRAILER ESTATES PARK AND RECREATION DISTRICT
TRUSTEE DUTIES PP1C**

DUTIES OF THE SECRETARY

THE SECRETARY SHALL:

1. Prepare for and attend 26 regular scheduled Board Meetings and Workshops; and Special or Emergency meetings as required.
2. Keep the minutes of board meetings and workshops and maintain an electronic file of both.
3. Maintain a current electronic file of the District's Rules & Regulations and Policies & Procedures (PPs) and provide the Office Manager with a hard copy of changes. Provide other Trustees with "scribing" assistance when they make changes to or with the creation of new PPs.
4. Following Rules and Regulations, schedule facility usages for the district and maintain a public record of the events on the district's website. Notify kitchen manager of kitchen usage for the following month.
5. Review and approve monthly Tribune Article submissions from clubs, groups and organizations. Deal appropriately with rejected articles following the Tribune Policy. Also, review types version to be sent to the publisher.
6. Coordinate with Office Manager to have a Park Directory created periodically.
7. Ensure yearly meeting schedules for the board and it's committee(s) are published for the district in a newspaper recognized by the general population as an official publication. This is due in the paper the first Monday in December and is a legal requirement.
8. Be responsible for all bulletin boards including regular policing and clearing off old material at the end of the month.
9. Sign checks as requested.

**TRAILER ESTATES PARK AND RECREATION DISTRICT
TRUSTEE DUTIES PP1D**

DUTIES OF THE TREASURER

THE TREASURER SHALL:

1. Prepare for and attend 26 regular scheduled Board Meetings and Workshops; and Special or Emergency meetings as required.
2. Keep accurate records (Art. VI of Bylaws).
3. Make Approve disbursements as directed by the board (Art. VI of Bylaws).
4. Annually prepare a district budget as required by law (Art. VI of Bylaws).
5. Present Annual Budget to all property owners at a Public Hearing prior to adoption by the Board of Trustees.
6. Prepare detailed allocation of Final Budget by Account and Month for input into Quickbooks allowing financial reporting quarterly.
7. ~~Have the books audited annually or at the request of the board (Art. VI of Bylaws).~~
8. Assist Auditor to complete the annual financial audit of the prior fiscal year.
9. Complete bank deposits when needed. Deposit all funds transferred from the district office.
10. Sign checks for the disbursement of funds.
11. Prepare quarterly Present monthly financial report for review and presenting to the board.
12. Present Legal bills for approval outside of normal expense limits.
13. Annually request blanket approval for payment of normal expenses.
14. ~~Prepare legal notices related to the budget as required by the charter and submit for publication.~~
15. Respond to all financial information requests required by county and state law.
16. Conduct annual review of staff salary and benefits. Present this review and findings and make recommendations to the board regarding annual increases, benefit changes, and bonuses for the ~~first meeting in September in preparation of for the annual budget. This allows sufficient time for public input prior to the end of the fiscal year and before the final budget is in place.~~
17. Prepare for review the recommendation for annual performance increases for all staff and present at first meeting in September for adjustments effective each October.

**TRAILER ESTATES PARK AND RECREATION DISTRICT
TRUSTEE DUTIES PP1D**

18. Conduct annual review of ALL user fees. Present this review and findings and make recommendations to the board regarding any changes to the fees as may be necessary ~~for the first meeting in September~~ in preparation ~~of~~ for the annual budget. ~~This allows sufficient time for public input prior to the end of the fiscal year and before the final budget is in place.~~
19. ~~Oversee and arrange Renew for~~ lease agreements for district facilities (post office, marina building, church facilities, county storage lot, etc.) And services (~~refund service, television service, District Attorney, Technology Services, Spectrum, WastePro, etc.~~)
20. Oversee the publication of all notices for the district in a newspaper recognized by the general population as an official publication –
 - a) Public hearings related to the budget.
 - b) Any required notices or publications related to other treasurer matters.
21. The treasurer is authorized to withdraw funds from Money Market and Certificate of Deposit all District bank accounts and sign checks as requested .
22. Secure all District ~~Oversee the district's various insurance policies/coverages. i.e. Liability, Property, Flood, Workers Compensation, Directors & Officers Liability, Employee Medical & Dental, Trustee Bonds.~~
23. Establish/Maintain banking relationship for all District finances.
24. Manage District Credit Card Accounts. Monitor expenditures, set and adjust credit limits, resolve issues if needed.
25. Prepare Non Ad-Valorem Assessment by parcel for submission to Manatee Property Appraiser according to deadlines for TRIM reporting and annual county tax billing cycle.
26. Represent the district in acquiring funds needed for any projects that cannot be funded through normal annual Non Ad-Valorem Assessment income i.e. taxable bonds, etc.
27. Manage contractual payments for all contracts requiring installment agreements.
28. Maintain a database by parcel of payments made on the Seawall Improvement 15 year loan acquired in 2022. Providing those parcels that have elected to "Prepay" their obligation vs those who will be billed annually included in their annual Non-Ad-Valorem Assessment.
29. File Intangible Personal Property Tax Return each February.
30. File Tangible Personal Property Tax Return each March.
31. File Public Depositor Annual Report.

**TRAILER ESTATES PARK AND RECREATION DISTRICT
TRUSTEE DUTIES PP1E**

DUTIES OF THE MAINTENANCE TRUSTEE

THE MAINTENANCE TRUSTEE SHALL:

1. Prepare for and attend 26 regular scheduled Board Meetings and Workshops; and Special or Emergency meetings as required.
2. Oversee the repair, maintenance, and security of all buildings, grounds, Equipment and tools owned or managed by trailer estates park & recreation district.
3. Supervise the maintenance manager and supervise with the maintenance manager all maintenance personnel that are employed by the district according to the policies as defined in the district policy manual (tab 6 employee handbook):
 - a. Employment _____ (*section 100*)
 - b. Performance evaluation(s) _____ (*section 1000*)
 - c. Disciplinary action(s) _____ (*section 700*)
 - d. Termination _____ (*section 700*)
4. Oversee purchase orders for supplies, equipment and tools used in the day to day operation of the district's facilities.
5. With the Maintenance Manager secure and review at least three bids for all purchases over \$5,000.00 related to maintenance and present to the board of trustees.
6. With the Maintenance Manager secure and review at least three bids for building repairs or construction which exceeds \$10,000.00 and present to the board of trustees.
7. With the Maintenance Manager review work in progress and plans for improvements to the district's facilities and present a summary of same to the board of trustees at each regularly scheduled meeting.
8. Prepare for the annual budget process:
 - List of major replacements or repairs of equipment and tools,
 - Major renovations to buildings or facilities of the district, and
 - New facilities or major improvements to grounds.
9. Arrange for permits when necessary.
10. Supervise pool guards and recommend hiring of same (when appropriate).

**TRAILER ESTATES PARK AND RECREATION DISTRICT
TRUSTEE DUTIES PP1E**

11. By April 1, review the Disaster Preparedness Plan with the Board.
12. Perform follow up with Maintenance Manager to ensure insurances are SimpliCity is up to date.
13. In an emergency, contact current insurance company.
14. Contact the Community Channel 732 to air emergency information yearly in March to be repeated in June.
15. Sign Checks as requested.

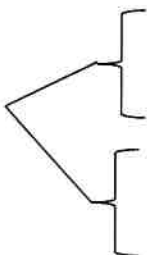
TRAILER ESTATES PARK AND RECREATION DISTRICT TRUSTEE DUTIES PPIF

DUTIES OF THE PUBLIC RELATIONS TRUSTEE

THE PUBLIC RELATIONS TRUSTEE SHALL:

1. Prepare for and attend 26 regular scheduled Board Meetings, Workshops.
2. Prepare for and attend special and emergency meetings as required.
3. Review invoices and sign checks as requested.
3. ~~Attempt to resolve problems concerning written complaints involving compliance of property owners and/or renters with Deed Restrictions, District Rules & Regulations, And District Policies and Procedures.~~
4. ~~Respond to the complainant, acknowledging receipt of the complaint by phone call or note.~~
5. ~~Report all compliance problems not resolved in a reasonable time to the board of trustees for review and action.~~
6. Be responsible for compliance with deed restrictions, district Rules & Regulations, and district policies/procedures in their assigned area.

Pick 1



- **North trustee** – North of Indiana, Ohio, Part of Marina Dr. and Florida Blvd. north of Florida Blvd.
- **South trustee** - South of Indiana south of Florida Blvd. (including south side of Florida)
- **North PR Trustee** – North of Indiana Ave. including the South side of Indiana Blvd.
- **South PR Trustee** – South of Minnesota Ave. including the North side of Minnesota Blvd.

- a. ~~Regularly check area for violations, report violations to the district office, attempt to resolve violations by working with owners and/or renters, and report on-going violations to the board for review and action.~~
- b. Address compliance issues with offending owners and residents via phone call, face to face meeting or letter.
- c. Receive and respond to resident complaint forms.
- d. Issue appropriate warning letters, fine notices, and fine invoices to residents that refuse to comply with Deed Restrictions, District Rules & Regulations and District Policies & Procedures.
- e. Attend and participate in Enforcement Committee hearings as required.

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

DUTIES OF HEALTH AND WELFARE TRUSTEE

THE HEALTH AND WELFARE TRUSTEE SHALL:

1. Prepare for and attend 26 regular scheduled Board Meetings and Workshops; and Special or Emergency meetings as required.
2. Arrange for the hiring of district paid instructors for classes (for example—dance, exercise, art, etc.). This was give to Health & Welfare but not approved by the board to my knowledge.
3. Schedule Annual Health Fair.
4. Schedule Blood Drives.
5. Keep informed and provide ~~post~~ location of park residents ~~who are receiving in~~ hospitals and/or nursing homes. ~~services (i.e. illnesses and deaths).~~
6. Send get well and sympathy cards and keep record of same for the Park Memorial Service.
7. Direct residents to appropriate organizations and sources for sick room supplies
8. Oversee implementation of disaster plan.
9. Oversee implementation of park wide health restriction procedures (i.e. covid-19).
10. Post information on bulletin boards.
 - Community Care
 - Volunteers
 - Agencies/Organizations
 - Disaster Assistance
 - Etc.
11. Serve as board representative/contact for with community and TE Park service organizations.
 - Meals on Wheels
 - 85+ Valentine Dinner
 - 85+ Christmas Gifts
12. ~~Assist park residents by providing names and phone numbers of agencies and organizations which provide services in our area.~~

TRAILER ESTATES PARK AND RECREATION DISTRICT
TRUSTEE DUTIES PP1G

FEB 10 '23 AM 11:15

13. ~~Assist park residents by providing names and phone numbers of volunteers in our area.~~
14. Oversee implementation of park wide health restriction procedures (i.e. covid-19).
15. Post information on bulletin boards:
 - Community care
 - Volunteers
 - Agencies/organizations
 - Disaster assistance
 - Etc.
16. 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
TRUSTEE DUTIES PP1H**

DUTIES OF SEASONAL SOCIAL & RECREATION ACTIVITIES TRUSTEE

THE SEASONAL SOCIAL & RECREATION ACTIVITIES TRUSTEE SHALL:

1. Prepare for and attend 26 regular scheduled Board Meetings and Workshops; and Special or Emergency meetings as required.
2. Arrange all dances for the District (contracts, completing check requests, etc.) for the hiring of all bands for seasonal Saturday night dancing and New Year's Eve.
3. Organize and arrange annual New Year's Eve party (sec. I and II, Rules and Regulations).
4. Arrange for the hiring of all acts for Showtimes concerts, etc. (contracts, completing check requests, etc.) and other presentations.
5. Arrange all recreational events as scheduled.
6. Coordinate with other clubs and groups to complete recreational activities.
7. Oversee bingo and card groups (spending, supplies, scheduling).
8. Complete all contracts for outside paid instructors for classes (meet with all instructors to complete contracts, bring contracts to board for approval, monitor classes and class attendance).
9. Plan and organize any other recreational activities that may occur during the season.
10. Coordinate the decorating of the large hall for Christmas and the removal of the decorations after the holiday.
11. Plan and oversee seasonal recreation volunteer appreciation luncheon.
12. Sign checks as requested.

**TRAILER ESTATES PARK AND RECREATION DISTRICT
TRUSTEE DUTIES PP1I**

DUTIES OF CONTINUING RECREATION TRUSTEE

THE CONTINUING RECREATION TRUSTEE SHALL:

1. Prepare for and attend 26 regular scheduled Board Meetings and Workshops; and Special or Emergency meetings as required.
2. Arrange and organize 3rd Tuesday night Potlucks.
3. Arrange and provide materials as needed for various continuing activities with pre approved spending of \$500.00 (special line item in budget):
 - Cards,
 - Etc.
4. Plan and implement district Coffee Break program during season.
5. Arrange and organize all continuing activities that may occur picnics, beach party, Showtimes, etc.) during off season.
6. Arrange to do summer movies.
7. Do 1/3 of Public Relations Trustee work.
8. ~~Plan and oversee continuing recreation volunteer appreciation luncheon.~~
9. ~~Arrange for the hiring of all bands for summer Saturday Night Dances.~~
10. Sign checks as requested.

**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 Property Appraisals - Changes to Insurance Coverages

For Upcoming Meeting—Date February 20, 2023

Type of Meeting (check one): Workshop Board Meeting

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): _____

Appraisals are expected Tuesday, February 14th. Will share recommendations
for changes to insurance coverage as soon as available


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

Attachments: **(Please attach any diagrams or pertinent information concerning this Agenda Item. Please list the attachments.)** _____
Will be provided prior to meeting

Trustee Mary Chandler

Date Submitted February 13, 2023

Chairman/Designee 

Office Manager/Designee: Date Posted 2/13/2023 Initials 

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 Disposal of Trailer Estates property

For Upcoming Meeting—Date Feb 20, 2023

Type of Meeting (check one): Workshop Board Meeting

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings):
see attached PP15s

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

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

Trustee Todd Lombardi

Date Submitted 2/11/2023

Chairman/Designee 

Office Manager/Designee: Date Posted 2/13/2023 Initials 

TRAILER ESTATES PARK AND RECREATION DISTRICT DISPOSAL OF DISTRICT PERSONAL PROPERTY PP15

DEFINITION

District personal property is any property other than real property. (i.e. pool table, air conditioner, lawn mower, truck, table saw, etc.).

POLICY

District personal property shall become surplus after examination by the maintenance trustee whose area of assigned responsibility it falls under, and if necessary, the maintenance foreman or office manager. The surplus property may be the result of its replacement, accidental damage, used beyond its expected life, or for any other reason. When replacing, it may be beneficial to trade in the item to reduce the cost of its replacement.

If, after examination by the maintenance trustee and the maintenance manager, there is a mutual agreement that the asset holds no value whatsoever and should be discarded as junk, the asset number will be provided to the Treasurer to update Asset Inventory for the district and the item will be discarded.

If, after examination by the maintenance trustee and the maintenance manager, there is a mutual agreement that the asset holds value the property will be disposed of in the following manner:

1. Estimated value of \$1500 or less-offer through postings to District residents. This would be considered a Local disposition authorization.
2. Estimated value over \$1500-item shall be posted in the park bulletin boards and website, placed on channel 732, and advertised in the newspaper recognized as a newspaper of general circulation.
3. Estimated value at \$5000 or more-item shall be published not less than one week nor more than two weeks before the sale in the newspaper recognized as a newspaper of general circulation. (See addendum, Section 274.06, FS)

POSTINGS

Both postings and ads must state basic descriptions of the item(s), its location, the disposal/inventory tag number, contact person, inspection times, and-whether or not in operating condition, and indicate that all sales are as is, where is, and no express guarantee. Since bidding on the item will require a sealed bid, there shall be a date, time, and location of the bid opening stated.

**TRAILER ESTATES PARK AND RECREATION DISTRICT
DISPOSAL OF DISTRICT PERSONAL PROPERTY PP15**

BID PROCESS

Both procedures shall require a bid sealed in an envelope clearly marked on the outside- Bid for _____ Date _____ and may be mailed (no Email) or delivered to the District office before the bid opening time. Bids received later than the advertised deadline will not be accepted. Bid opening date shall be scheduled to correspond with a regularly scheduled board meeting. The bids shall be opened during a Trailer Estates board meeting and an award made at that time.

PAYMENT

Full payment by certified check, money order, or cash will be required from the successful bidder before release. Any item thought to have a worth of over \$1000 shall require a certified check in the amount of 10% of the bid offered, included with the bid, which shall be returned to non-successful bidders. All monies received from the sale of the item(s) offered shall be deposited in the general fund by the treasurer. All sales are as is, where is, and no express guarantee.

These procedures comply with Florida Statutes 274.05FS and 274.06FS.

FEB 13 '23 AM 7:40

TRAILER ESTATES PARK AND RECREATION DISTRICT
DISPOSAL OF DISTRICT PERSONAL PROPERTY PP15

Date: 2-11-23

TRAILER ESTATES SURPLUS PROPERTY WORKSHEET

ITEM DESCRIPTION Wood tables

REASON FOR DISPOSAL Replaced with like w.o.g. 3T
Tables

INVENTORY TAG # _____

PURCHASE DATE N/A

PURCHASE AMOUNT N/A

APPROXIMATE WORTH 10.00 each

OPERATING CONDITION Used

ITEM LOCATION Maintenance Building

Tah R 2-11-23
Maintenance Trustee/Date

Bee G 2-13-23
Maintenance Foreman/Date

- Estimated value \$1500.00 or less is considered Local Disposition Authorization.
- Estimated value over \$1500.00, item shall be posted on park bulletin boards, Channel 732 and advertised in local newspaper of general circulation.
- Estimated value \$5000.00 or more, item shall be published not less than one week nor more than two weeks before the sale in newspaper of general circulation.

BOARD RECOMMENDATION: () Dispose () Local Disposition () Publish

Board Meeting Date: _____

TRAILER ESTATES PARK AND RECREATION DISTRICT DISPOSAL OF DISTRICT PERSONAL PROPERTY PP15

DEFINITION

District personal property is any property other than real property. (i.e. pool table, air conditioner, lawn mower, truck, table saw, etc.).

POLICY

District personal property shall become surplus after examination by the maintenance trustee whose area of assigned responsibility it falls under, and if necessary, the maintenance foreman or office manager. The surplus property may be the result of its replacement, accidental damage, used beyond its expected life, or for any other reason. When replacing, it may be beneficial to trade in the item to reduce the cost of its replacement.

If, after examination by the maintenance trustee and the maintenance manager, there is a mutual agreement that the asset holds no value whatsoever and should be discarded as junk, the asset number will be provided to the Treasurer to update Asset Inventory for the district and the item will be discarded.

If, after examination by the maintenance trustee and the maintenance manager, there is a mutual agreement that the asset holds value the property will be disposed of in the following manner:

1. Estimated value of \$1500 or less-offer through postings to District residents. This would be considered a Local disposition authorization.
2. Estimated value over \$1500-item shall be posted in the park bulletin boards and website, placed on channel 732, and advertised in the newspaper recognized as a newspaper of general circulation.
3. Estimated value at \$5000 or more-item shall be published not less than one week nor more than two weeks before the sale in the newspaper recognized as a newspaper of general circulation. (See addendum, Section 274.06, FS)

POSTINGS

Both postings and ads must state basic descriptions of the item(s), its location, the disposal/inventory tag number, contact person, inspection times, and-whether or not in operating condition, and indicate that all sales are as is, where is, and no express guarantee. Since bidding on the item will require a sealed bid, there shall be a date, time, and location of the bid opening stated.

**TRAILER ESTATES PARK AND RECREATION DISTRICT
DISPOSAL OF DISTRICT PERSONAL PROPERTY PP15**

BID PROCESS

Both procedures shall require a bid sealed in an envelope clearly marked on the outside- Bid for _____ Date _____ and may be mailed (no Email) or delivered to the District office before the bid opening time. Bids received later than the advertised deadline will not be accepted. Bid opening date shall be scheduled to correspond with a regularly scheduled board meeting. The bids shall be opened during a Trailer Estates board meeting and an award made at that time.

PAYMENT

Full payment by certified check, money order, or cash will be required from the successful bidder before release. Any item thought to have a worth of over \$1000 shall require a certified check in the amount of 10% of the bid offered, included with the bid, which shall be returned to non-successful bidders. All monies received from the sale of the item(s) offered shall be deposited in the general fund by the treasurer. All sales are as is, where is, and no express guarantee.

These procedures comply with Florida Statutes 274.05FS and 274.06FS.

TRAILER ESTATES PARK AND RECREATION DISTRICT
DISPOSAL OF DISTRICT PERSONAL PROPERTY PP15

Date: 2-11-23

TRAILER ESTATES SURPLUS PROPERTY WORKSHEET

ITEM DESCRIPTION Popcorn Machine

REASON FOR DISPOSAL Not used

INVENTORY TAG # N/A

PURCHASE DATE N/A

PURCHASE AMOUNT N/A

APPROXIMATE WORTH \$50.00

OPERATING CONDITION Used

ITEM LOCATION Large Hall

[Signature] 2-11-23
Maintenance Trustee/Date

[Signature] 2-13-23
Maintenance Foreman/Date

- Estimated value \$1500.00 or less is considered Local Disposition Authorization.
- Estimated value over \$1500.00, item shall be posted on park bulletin boards, Channel 732 and advertised in local newspaper of general circulation.
- Estimated value \$5000.00 or more, item shall be published not less than one week nor more than two weeks before the sale in newspaper of general circulation.

BOARD RECOMMENDATION: () Dispose () Local Disposition () Publish

Board Meeting Date: _____

**TRAILER ESTATES PARK AND RECREATION DISTRICT
DISPOSAL OF DISTRICT PERSONAL PROPERTY PP15**

DEFINITION

District personal property is any property other than real property. (i.e. pool table, air conditioner, lawn mower, truck, table saw, etc.).

POLICY

District personal property shall become surplus after examination by the maintenance trustee whose area of assigned responsibility it falls under, and if necessary, the maintenance foreman or office manager. The surplus property may be the result of its replacement, accidental damage, used beyond its expected life, or for any other reason. When replacing, it may be beneficial to trade in the item to reduce the cost of its replacement.

If, after examination by the maintenance trustee and the maintenance manager, there is a mutual agreement that the asset holds no value whatsoever and should be discarded as junk, the asset number will be provided to the Treasurer to update Asset Inventory for the district and the item will be discarded.

If, after examination by the maintenance trustee and the maintenance manager, there is a mutual agreement that the asset holds value the property will be disposed of in the following manner:

1. Estimated value of \$1500 or less-offer through postings to District residents. This would be considered a Local disposition authorization.
2. Estimated value over \$1500-item shall be posted in the park bulletin boards and website, placed on channel 732, and advertised in the newspaper recognized as a newspaper of general circulation.
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POSTINGS

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**TRAILER ESTATES PARK AND RECREATION DISTRICT
DISPOSAL OF DISTRICT PERSONAL PROPERTYPP15**

BID PROCESS

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PAYMENT

Full payment by certified check, money order, or cash will be required from the successful bidder before release. Any item thought to have a worth of over \$1000 shall require a certified check in the amount of 10% of the bid offered, included with the bid, which shall be returned to non-successful bidders. All monies received from the sale of the item(s) offered shall be deposited in the general fund by the treasurer. All sales are as is, where is, and no express guarantee.

These procedures comply with Florida Statutes 274.05FS and 274.06FS.

TRAILER ESTATES PARK AND RECREATION DISTRICT
DISPOSAL OF DISTRICT PERSONAL PROPERTY PP15

FEB 13 '23 AM 7:40

Date: 2-11-23

TRAILER ESTATES SURPLUS PROPERTY WORKSHEET

ITEM DESCRIPTION Freezer

REASON FOR DISPOSAL Not used

INVENTORY TAG # 1214 A

PURCHASE DATE N/A

PURCHASE AMOUNT N/A

APPROXIMATE WORTH \$ 200.00

OPERATING CONDITION used

ITEM LOCATION Lodge Hall

T. H. Sh 2-11-23
Maintenance Trustee/Date

Booth 2-13-23
Maintenance Foreman/Date

- Estimated value \$1500.00 or less is considered Local Disposition Authorization.
- Estimated value over \$1500.00, item shall be posted on park bulletin boards, Channel 732 and advertised in local newspaper of general circulation.
- Estimated value \$5000.00 or more, item shall be published not less than one week nor more than two weeks before the sale in newspaper of general circulation.

BOARD RECOMMENDATION: () Dispose () Local Disposition () Publish

Board Meeting Date: _____

TRAILER ESTATES PARK AND RECREATION DISTRICT DISPOSAL OF DISTRICT PERSONAL PROPERTY PP15

DEFINITION

District personal property is any property other than real property. (i.e. pool table, air conditioner, lawn mower, truck, table saw, etc.).

POLICY

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**TRAILER ESTATES PARK AND RECREATION DISTRICT
DISPOSAL OF DISTRICT PERSONAL PROPERTY PP15**

BID PROCESS

Both procedures shall require a bid sealed in an envelope clearly marked on the outside- Bid for _____ Date _____ and may be mailed (no Email) or delivered to the District office before the bid opening time. Bids received later than the advertised deadline will not be accepted. Bid opening date shall be scheduled to correspond with a regularly scheduled board meeting. The bids shall be opened during a Trailer Estates board meeting and an award made at that time.

PAYMENT

Full payment by certified check, money order, or cash will be required from the successful bidder before release. Any item thought to have a worth of over \$1000 shall require a certified check in the amount of 10% of the bid offered, included with the bid, which shall be returned to non-successful bidders. All monies received from the sale of the item(s) offered shall be deposited in the general fund by the treasurer. All sales are as is, where is, and no express guarantee.

These procedures comply with Florida Statutes 274.05FS and 274.06FS.

**TRAILER ESTATES PARK AND RECREATION DISTRICT
DISPOSAL OF DISTRICT PERSONAL PROPERTY PP15**

Date: 2-11-23

TRAILER ESTATES SURPLUS PROPERTY WORKSHEET

ITEM DESCRIPTION Bingo Machine

REASON FOR DISPOSAL Not used

INVENTORY TAG # 1208A

PURCHASE DATE N/A

PURCHASE AMOUNT N/A

APPROXIMATE WORTH _____

OPERATING CONDITION Used working

ITEM LOCATION Stage Large hall

T. M. H. 2-11-23
Maintenance Trustee/Date

Bill Adt 2-13-23
Maintenance Foreman/Date

- Estimated value \$1500.00 or less is considered Local Disposition Authorization.
- Estimated value over \$1500.00, item shall be posted on park bulletin boards, Channel 732 and advertised in local newspaper of general circulation.
- Estimated value \$5000.00 or more, item shall be published not less than one week nor more than two weeks before the sale in newspaper of general circulation.

BOARD RECOMMENDATION: () Dispose () Local Disposition () Publish

Board Meeting 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 Additional full time maintenance position

For Upcoming Meeting—Date Feb 20, 2023

Type of Meeting (check one): Workshop Board Meeting

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): _____

Discussion of adding a additional full time maintenance position


Costs/Estimated Costs: (Required if agenda item includes spending district money.)
\$32,000 per year

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

Trustee Todd Lombardi

Date Submitted 2/11/2023

Chairman/Designee 

Office Manager/Designee: Date Posted 2/13/2023 Initials 

**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 Marina Additions and upgrades

For Upcoming Meeting—Date Feb 20, 2023

Type of Meeting (check one): Workshop Board Meeting

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): _____

Trash Cans, Signage, Landscaping and, Manatee viewing area.

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

Trash cans \$1,500.00 Signage \$2,500.00


Landscaping \$1,500.00 Manatee Viewing area \$5,000.00

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

Trustee Todd Lombardi

Date Submitted 2/11/2023

Chairman/Designee 

Office Manager/Designee: Date Posted 2/13/2023 Initials 

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 Dumpsters

For Upcoming Meeting—Date Feb 20, 2023

Type of Meeting (check one): Workshop Board Meeting

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): _____


Discussion of miss use of the dumpsters

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

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

Trustee Todd Lombardi

Date Submitted 2/11/2023

Chairman/Designee 

Office Manager/Designee: Date Posted 2/13/2023 Initials 

**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 January Survey Results

For Upcoming Meeting—Date Feb 20, 2023

Type of Meeting (check one): Workshop Board Meeting

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): _____

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

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

Trustee Todd Lombardi

Date Submitted 2/11/2023

Chairman/Designee 

Office Manager/Designee: Date Posted 2/13/2023 Initials 

**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 Park Security

For Upcoming Meeting—Date Feb 20, 2023

Type of Meeting (check one): Workshop Board Meeting

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): _____


Discussion of Park security

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

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

Trustee Todd Lombardi

Date Submitted 2/11/2023

Chairman/Designee 

Office Manager/Designee: Date Posted 2/13/2023 Initials 

HIRE AN OFF-DUTY DEPUTY

Off-Duty Employment of Deputies Contract

As established by Florida Statute Title V Chapter 30.2905 ([Florida Senate - Statutes](#)), deputies are available for private hire during their off-duty hours at the request of citizens, organizations and businesses. Deputies can assist the community by providing security, crowd control, uniformed law-enforcement presence, or traffic control in an off-duty capacity for private functions, social events, store sales events, parades, civic celebrations, job safety, construction, etc.

The Manatee County Sheriff's Office (MCSO) has established the Off-Duty Employment Unit to coordinate these requests. The Off-Duty Unit is open Monday through Friday from 8:30 am to 4:30 pm. The unit can be reached by calling 941-747-3011 extension 2283 or emailing to offduty@manateesheriff.com. Manatee County Sheriff's Office deputies do not set up their own off duty jobs, and services provided by MCSO deputies must be within the MCSO jurisdiction.

Currently the MCSO rate for off duty employment is \$65.00 an hour per deputy. Larger events requiring an acting Sergeant and/or Lieutenant have a slight increase for their rate of pay. Our agency imposes a three-hour minimum of pay for all details except traffic escorts. For example, if your organization only needed a deputy for 1 ½ hours, a total of \$195.00 would be made payable to MCSO.

The procedure for hiring an Off-duty deputy is as follows:

1. Request via email or phone a new MCSO Off-Duty Employment contract. Click here to email offduty@manateesheriff.com
2. You will receive an email with a link that will take you to an electronic version of the MCSO Off-duty contract. Please complete and submit the contract at least 7 days before the event. Completing the contract does not guarantee deputy coverage due to the voluntary nature of our Off-Duty Employment program. **Email is preferred; however, if you do not have access to email—contact the Off-Duty unit via phone (941) 747-3011 x2283 to request a paper or facsimile copy of the contract**
3. Upon receipt of the contract, the Off-Duty Employment Unit will contact you in order to verify the information and obtain more specific details if needed. If you do not hear from a representative of the unit within 24 hours of signing the contract, please contact our office.
4. An invoice for prepayment of services will be generated once the job has been approved for scheduling. Services must be paid for in advance – any refunds that may be necessary, will be issued after the event has passed.
5. Any changes or cancellations must be confirmed with a representative of the Off-Duty Unit in order not to be responsible for payment. A three hour minimum will be charged if proper notification is not made.

Rates for Service:

- Manatee County Sheriff's Office Off-Duty Employment Rates.
- Rates are current as of January 1, 2023.
- 3 Hour Minimum - A deputy can work less than 3 hours but must be paid for 3 hours.

Position Title	Hourly Rate	Minimum Payment
Deputy	\$65.00	\$195.00
Holiday	\$75.00	\$225.00
Sergeant (may be required if more than 4 Deputies are requested)	\$70.00	\$210.00
Lieutenant (may be required if more than 3 Sergeants are requested)	\$75.00	\$225.00
Traffic Escort (2 hr. minimum, 2 deputy minimum)	\$65.00	\$260.00

Holiday Rate Schedule:

Memorial Day – 12:00am-12:00am (0001-2359)

Independence Day – 12:00am-12:00am (0001-2359)

Halloween – 4:00pm-12:00am (1600-2359)

Thanksgiving Day – 12:00am-12:00am (0001-2359)

Christmas Eve – 12:00am-12:00am (0001-2359)

Christmas Day – 12:00am-12:00am (0001-2359)

New Year's Holiday (31st-1st) – 4:00pm-4:00am (1600-0400)

**All contracts will be approved through management to ensure proper staffing. **

Payment Methods:

1. An invoice will be prepared and sent via email with information regarding payment methods through Power Details.
2. Prepayment is required for all services.
3. As referenced above, deputies will receive a minimum payment of 3 hours pay for any work detail of less than 3 hours duration.

NOTE: Non-compliance with the payment policy, without prior arrangements through the Off-Duty office, will result in agency-initiated cancellation of the contract. Further off-duty employment will be suspended pending settlement of the account and/or civil proceedings.

Staffing Requirements:

- If management determines that the size of the event warrants, or that deputy safety is an issue, extra deputies will be required.

Cancellations:

1. Cancellations must be confirmed at least 24 hours in advance of the scheduled detail. If the detail is canceled or changed and the Off-Duty Unit does not confirm notification, then the deputies scheduled for that detail must be paid the 3-hour minimum.
2. During business hours contact the Off-duty Unit by calling 941-747-3011 x2283 (Monday - Friday 8:30am - 4:30pm). After hours, contact the on-call Off-Duty Coordinator at 941-737-0671 (Emergencies only).

NOTE: It is the responsibility of the employer to notify the Off-duty Unit if the business or organization will be closed for a holiday or for any other purpose when off duty deputies are normally scheduled. If employer fails to notify the Off-duty Unit that deputies are not needed that day, the normal minimum charges for the assignment will apply.

MCSO reserves the right to cancel off-duty work assignments without notice, and to recall employees for official duty when necessary for community safety.

Manatee County Sheriff's Office

Attn: Off-Duty Employment Unit

600 301 Blvd W. Suite 202

Bradenton, Florida 34205

offduty@manateesheriff.com

Related Links:

- [Florida Senate - Statutes](#)

YOUTUBE

INSTAGRAM

OFF DUTY SECURITY

Palmetto Police Department sworn Officers are available to be contracted for public and private events within the City of Palmetto. There is a three hour minimum for security assignments. Elements of the venue, type of activity, number of attendees and whether or not alcohol is being served may affect the minimum number of Officers required for the assignment.


The normal hourly rate is \$35.00 per hour and depending on the number of Officers assigned, it may be mandatory for a supervisor to be assigned at the rate of \$40.00 per hour. Events being conducted on observed holidays are paid at the special holiday rate of \$40.00 per hour for Officers and supervisors' holiday rate is \$45.00 per hour. These rates are per Officer.

For more information and to request event security, contact the Off Duty Security Coordinator at:

Oscar Kieffer

okieffer@palmettopolice.com

Office: (941) 721-2000 x 6105



CORONAVIRUS COVID 19

The Palmetto Police Department continues to operate 24/7 to serve the businesses and citizens in the City of Palmetto. If circumstances allow, we are making all possible attempts to limit exposure and maintain safe distances while answering calls for service. If an Officer or Detective keeps their distance or is wearing gloves or other personal protective equipment, please do not be alarmed or offended as we are taking precautions to minimize the exposure and unintentional spread of the COVID-19 virus. The Police Department lobby remains open 24/7 for emergencies and walk-in calls for service if necessary. The following normal services have been changed:

- Fingerprint Services at the Palmetto Police Department have been suspended until further notice.
- Civilian Ride-A-Long program has been suspended until further notice.
- Records requests are preferable handled via telephone and email if possible; call (941) 721-2000 (option 5) and you will be transferred to the records division.

WHAT IS COVID-19 AND HOW CAN I PROTECT MYSELF AND OTHERS?
 Visit the following sites for the most accurate and up-to-date information on COVID-19 and recommended guidelines:
 Florida Department of Health: www.floridhealth.gov/covid-19
 Centers for Disease Control (CDC): <https://www.cdc.gov/coronavirus/2019-nCoV/index.html>

If you believe you've been exposed to COVID-19, contact the Manatee Health Line before seeking treatment or traveling to any physician's office, emergency department, hospital or urgent care center:
 By Phone: (941) 242-6649 (available weekdays 8 a.m. to 5 p.m.)
 After hours and on weekends and holidays, please call the 24-hour DOH Hotline at: (866) 779-6121
 By Email: COVID-19@flhealth.gov

IMPORTANT: We're still here 24/7 on our non-emergency line (941) 721-2000 (option 4). As always, if you have an emergency, dial 9-1-1.

Manatee County Government Updates:
https://www.mymanatee.org/departments/public_safety/coronavirus_information
 FL Dept. of Health COVID-19 Case Dashboard (Desktop):
<https://doh.mnccs.org/covid/casestatboard/index.html#/8d0e337250e444c852e615e17817286>
 World Health Organization:
<https://www.who.int/health-topics/coronavirus>

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

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

Agenda Stage Curtains Replacement

For Upcoming Meeting—Date Feb 20, 2023

Type of Meeting (check one): Workshop Board Meeting

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): _____


Discussion of replacing the stage curtains

Costs/Estimated Costs: **(Required if agenda item includes spending district money.)**
\$20,000

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

Trustee Todd Lombardi

Date Submitted 2/11/2023

Chairman/Designee 

Office Manager/Designee: Date Posted 2/13/2023 Initials 

FEB 13 '23 AM 7:39

Hile's Curtain Specialties, Inc.
 2701 Success Drive
 Odessa, FL 33556 US
 (727)753-0600
 http://www.hilescurtains.com

Proposal

ADDRESS Trailer Estates **SHIP TO** Trailer Estates **PROPOSAL #** 17788
DATE 02/10/2023

JOB NAME Trailer Estates Stage Curtains **SALES REP** Pete

DETAILS	QTY	RATE	AMOUNT
FRONT & VALANCE CURTAINS Price to replace the Front and Valance Curtains on existing hardware	1	4,295.00	4,295.00T
2nd TRAVELER CURTAINS Price to replace the 2nd Traveler Curtains on existing hardware	1	3,625.00	3,625.00T
MASKING CURTAINS Price to replace the Border, Side, and Rear Curtains on existing hardware	1	6,155.00	6,155.00T
TRACKS Price to replace the Front, 2nd Traveler, Side, and Rear tracks with new curtain tracks Front and Traveler Tracks to be ADC 170 rope operated tracks Side and Rear Tracks to be ADC 140 walkalong tracks Curtains fabricated from 14oz IFR Plateau Velour, Color TBD	1	5,830.00	5,830.00T

Estimates are good for 30 days.	SUBTOTAL	19,905.00
Terms and conditions may apply.	TAX (7%)	1,393.35
	TOTAL	\$21,298.35

Accepted By _____ Accepted 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 Charter change For Trustee

For Upcoming Meeting—Date February 20, 2023

Type of Meeting (check one): Workshop Board Meeting

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**


Rationale (for workshops)/ MOTION (for board meetings): see attached

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.) Charter change for trustee term

Trustee Rod Smith

Date Submitted Febraury 10, 2023

Chairman/Designee 

Office Manager/Designee: Date Posted 2/13/2023 Initials 

Charter Change for Trustee Term

I would like to see the charter changed for the length of the term for a trustee. My proposal is that each trustee be elected for a three- year term. That would mean that there would be an election for three trustees every year.

Reasoning:

Being a new Trustee has been a real challenge, especially with everything that you must do without someone to train you in the position you are assigned to. All of the Trustees have been a God send to me as they have been very helpful and have pointed out when I have made a mistake and have offered me suggestions to get the job done.. I would really be up a creek without their support.

I see that the first year is a real challenge as it has a big learning curve, and you get thrown into the fire with doing the budget without any prior knowledge or information. I can see that in year 2 you have gone through the learning curve and are starting to organize all of your responsibilities. Year three is where you finalize all your activities and do the documentation that will help a new person in your position.

If I had not been attending the Board Meetings for almost a year, I would really be at a loss right now.

TRAILER ESTATES PARK AND RECREATION DISTRICT
BOARD AGENDA ITEM FORM

FEB 9 '23 AM 10:40
PP 38

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

Agenda Event set up by clubs

For Upcoming Meeting—Date Feb 20, 2023

Type of Meeting (check one): Workshop Board Meeting

***It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.**

Rationale (for workshops)/ MOTION (for board meetings): Some clubs are able to get there set up/tear downs done by Maintenance personnel during normal business hours and other clubs have to pay for after hours or weekend set up/tear down.


With the new tables we have, set up/tear down is a lot easier and their is less risk of someone getting hurt. Could we make this option available to clubs that had the the people that could handle this. Possibly a liability release similar to Woodshop.

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 Rod Smith

Date Submitted Feb 9, 2023

Chairman/Designee 

Office Manager/Designee: Date Posted 2/13/2023 Initials 

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.

FEB 10 '23 AM 10:06

Agenda Payment & Fees for Classes

For Upcoming Meeting—Date 2/20/23

Type of Meeting (check one): Workshop Board Meeting

*It is recommended that Board Meeting Motions be an agenda item on a Workshop prior to the Board Meeting and the date or dates of the workshop discussions be included in the motion.

Rationale (for workshops)/ MOTION (for board meetings): A consensus view needs to be discussed to find a more coherent method of paying instructors & charging fees. At the present there is not a standard ruling by which we pay instructors & collect fees.

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.

Attachment will be distributed at the workshop

Trustee Sander Semionich

Date Submitted 2/10/23

Chairman/Designee [Signature]

Office Manager/Designee: Date Posted 2/13/2023 Initials [Signature]

CLASSES AND ACTIVITIES FOR 2022-2023 HEALTH AND WELFARE

SANDI SIMONICH
309-945-6128

Aerobics and Jazzercise are combined as one.

Tuesday, Thursday and Saturday 8:00 am – 9:00 am Setup time 7:15am – 9:15 am

COST: Students \$3.00 Tuesday and Thursday am

Monday and Thursday 5:45 pm – 6:45 pm Setup time 5:15 pm – 7:15 pm

Small Hall

NOT PAID

Instructor: Kathleen Matthews 941-720-8981

Dancin' for Fitness

Monday and Wednesday 12:15 pm – 1:15 pm Setup time 12:00 pm – 1:30 pm

Large Hall January 1 to March 1 **CONTRACT**

Paid \$600/2

Instructor: Sharyl Caruso 941-266-2491

Contact: Janet Merchant 941-896-7138

COST: Park Pays 50% or \$60.00 – Students make up remainder

Line Dance

Tuesday 5:50 pm – 8:00 pm Setup time 5:15 – 8:15 pm

Large Hall all year **CONTRACT**

COST: **NOT PAID** – Students pay \$5.00

Instructor: Chaka Isgro

Contact: Evelyn Crooks 941-567-4901

Yoga

Tuesday and Thursday 9:15 am – 10:15 am Setup time 9:00 am – 10:30 am

Large Hall Back - January 1 – May 31 **CONTRACT**

COST: Paid \$50/2 – Park Pays 50% of \$50.00 – Students pay \$5.00

Instructor: Bandy Gray 941-284-1209

Couples Dance

Wednesday 1:00 pm – 3:00 pm Setup time 12:45 pm – 3:15 pm

Large Hall Back – January 1 – February 28 **CONTRACT**

COST: Paid \$100/2 – Park Pays 50% of \$100.00

Instructor: Dennis Carpenter 716-450-1179

Chair Yoga

Wednesday and Friday 9:00 am – 10:00 am Setup time 8:45 am – 10:15 am

Large Hall – December – April **CONTRACT ??**

COST: **NOT PAID** – Students pay \$1.00

Instructor: Jim Agerame

TRAILER ESTATES PARK & RECREATION DISTRICT

This contract between TRAILER ESTATES PARK & RECREATION DISTRICT hereafter called Park and

Recreation District

Kathleen Matthews SS/FEIN# 134-42-0696

Address: 4307-15th Way City City: Palmetto, FL Zip: 34221

Phone: 941-720-8981 an independent contractor hereafter called the CONTRACTOR is for services to be provided to the Park by the Contractor as follows:

Aerobics on Tues, Thurs, & Sat @ 8:00 AM
Monday & Thursday @ ~~7:00 AM~~ 5:45 PM

Location to provide service: Large & Small Hall when available

Contractor to be paid by Park as follows: Amount: \$ 0

Payment will be by Park check on the first day checks are written by the Park in the month following satisfactory completion of service by Contractor. (Be sure Park representative has submitted "Check Request" or "Time Sheet" to the office.)

OTHER TERMS AND CONDITIONS

Students pay on Tuesday & Thursday
8:00 AM

This contract is for the period:

From: Jan. 2023 To: Jan. 2024

Services will be provided by the contractor in a safe manner to himself, to all participants in Contractor conducted activities and to the public. Park will not be liable for any injuries to the Contractor in the course of providing service.

This contract may be terminated by the Park in writing at any time.

Contractor:
Kathleen Matthews
Name
Instructor
Title
1/19/2023
Date

Trailer Estates Park & Recreation District:
Suzanna Simonich Trustee
Name
1/19/23
Date

*Please sign & return one copy.
Thank you*

TRAILER ESTATES PARK & RECREATION DISTRICT

This contract between TRAILER ESTATES PARK & RECREATION DISTRICT hereafter called Park and Recreation District

Chako Isgro SS/FEIN# 1107-44-4224
Address: 5946 Easy Street City: Bradenton, FL Zip: 34207
Phone: 941-545-6145 an independent contractor hereafter called the CONTRACTOR is for services to be provided to the Park by the Contractor as follows:

Line Dancing

Location to provide service: Large Hall

Contractor to be paid by Park as follows: Amount: \$ 0

Payment will be by Park check on the first day checks are written by the Park in the month following satisfactory completion of service by Contractor. (Be sure Park representative has submitted "Check Request" or "Time Sheet" to the office.)

OTHER TERMS AND CONDITIONS

Students pay a flat rate at each class.

This contract is for the period:

From: April 2023 To: April 2024

Services will be provided by the contractor in a safe manner to himself, to all participants in Contractor conducted activities and to the public. Park will not be liable for any injuries to the Contractor in the course of providing service.

This contract may be terminated by the Park in writing at any time.

Contractor: Chako Isgro
Name

Trailer Estates Park & Recreation District:
Sandi Simonich Trustee
Name

Line Dance Instructor
Title

1/9/23
Date

1-13-2023
Date

1903 69TH AVENUE WEST
BRADENTON, FL 34207
941-756-7177

Please sign & Return one copy.

TRAILER ESTATES PARK & RECREATION DISTRICT

This contract between TRAILER ESTATES PARK & RECREATION DISTRICT hereafter called Park and

Jim Angerame SS/FEIN# _____

Address: _____ City: _____ Zip: _____

Phone: 315-668-3119 an independent contractor hereafter called the CONTRACTOR is for services to be provided to the Park by the Contractor as follows:

Chair Yoga Wed. & Fri. 9:00-10:15

Location to provide service: Back Large Hall

Contractor to be paid by Park as follows: Amount: Not Paid

Payment will be by Park check on the first day checks are written by the Park in the month following satisfactory completion of service by Contractor. (Be sure Park representative has submitted "Check Request" or "Time Sheet" to the office.)

OTHER TERMS AND CONDITIONS

Students Pay

This contract is for the period:

From: Jan, 2023 To: Thru April, 2023

Services will be provided by the contractor in a safe manner to himself, to all participants in Contractor conducted activities and to the public. Park will not be liable for any injuries to the Contractor in the course of providing service.

This contract may be terminated by the Park in writing at any time.

Contractor:

Jim Angerame
Name

Chair Yoga
Title

3/8/22
Date

Updated 4/7/2007

Trailer Estates Park & Recreation District:

Sandra Semonick Trustee
Name

3/8/22
Date

1903 69TH AVENUE WEST
BRADENTON, FL 34207
941-756-7177
941-755-2937

trailerestates@trailerestates.com

Please return one copy. Thank you

TRAILER ESTATES PARK & RECREATION DISTRICT

This contract between TRAILER ESTATES PARK & RECREATION DISTRICT hereafter called Park and Recreation District

Sharyl Caruso SS/FEIN# 267-04-5973
Address: 3218 - 58th Ser. E City: Bradenton, FL Zip: 34203

Phone: 941-266-2491 an independent contractor hereafter called the CONTRACTOR is for services to be provided to the Park by the Contractor as follows:

Dance Fitness Large Hall.
Monday + Wednesday 12:15 - 1:15 PM
Location to provide service: Large Hall

Contractor to be paid by Park as follows: Amount: \$ 50% of \$60.00

Payment will be by Park check on the first day checks are written by the Park in the month following satisfactory completion of service by Contractor. (Be sure Park representative has submitted "Check Request" or "Time Sheet" to the office.)

OTHER TERMS AND CONDITIONS

This contract is for the period:

From: Jan. 2023 To: Apr. 2023

Services will be provided by the contractor in a safe manner to himself, to all participants in Contractor conducted activities and to the public. Park will not be liable for any injuries to the Contractor in the course of providing service.

This contract may be terminated by the Park in writing at any time.

Contractor:
Sharyl Caruso
Name
Dance Instructor
Title
4/5/22
Date

Trailer Estates Park & Recreation District:
Sandra Simonich
Name Trustee
4/5/22
Date

1903 69TH AVENUE WEST
BRADENTON, FL 34207
941-756-7177

TRAILER ESTATES PARK & RECREATION DISTRICT

This contract between TRAILER ESTATES PARK & RECREATION DISTRICT hereafter called Park and

Brandy Gray SS/FEIN# 331-76-1209
Address: 4401 Piedra Circle City: Sarasota, FL Zip: 34233

Phone: 941-284-1209 an independent contractor hereafter called the CONTRACTOR is for services to be provided to the Park by the Contractor as follows:

Yoga - Tues. + Thurs. 9:15 - ~~10:15~~ AM
10:30

Location to provide service: Back of Large Hall \$50.00 Park 25.00
Contractor to be paid by Park as follows: Amount: 50% of \$100 Class 25.00

Payment will be by Park check on the first day checks are written by the Park in the month following satisfactory completion of service by Contractor. (Be sure Park representative has submitted "Check Request" or "Time Sheet" to the office.)

5 OTHER TERMS AND CONDITIONS
\$5 / student

This contract is for the period:

From: Jan. 1, 2023 To: May 1, 2023

Services will be provided by the contractor in a safe manner to himself, to all participants in Contractor conducted activities and to the public. Park will not be liable for any injuries to the Contractor in the course of providing service.

This contract may be terminated by the Park in writing at any time.

Contractor:
[Signature]
Name

Title

Date

Trailer Estates Park & Recreation District:
Sander Semnick Trustee
Name
3/8/22
Date

1903 69TH AVENUE WEST
BRADENTON, FL 34207
941-756-7177
941-755-2937
trailerestates@trailerestates.com

TRAILER ESTATES PARK & RECREATION DISTRICT

This contract between TRAILER ESTATES PARK & RECREATION DISTRICT hereafter called Park and

Dennis Carpenter SS/FEIN# 111-42-8528
Address: 2107 Palma Sob Blvd #86 City: Sarasota FL Zip: 34209

Phone: 716-450-1179 an independent contractor hereafter called the CONTRACTOR is for services to be provided to the Park by the Contractor as follows:

Couples Line Dance

Location to provide service: Large Hall (back)

Contractor to be paid by Park as follows: Amount: 50% of \$100.00 per session

Payment will be by Park check on the first day checks are written by the Park in the month following satisfactory completion of service by Contractor. (Be sure Park representative has submitted "Check Request" or "Time Sheet" to the office.)

OTHER TERMS AND CONDITIONS

Wednesdays at 1:00

This contract is for the period:

From: Jan 2023 To: March 1, 2023

Services will be provided by the contractor in a safe manner to himself, to all participants in Contractor conducted activities and to the public. Park will not be liable for any injuries to the Contractor in the course of providing service.

This contract may be terminated by the Park in writing at any time.

Contractor:

Dennis Carpenter
Name

Instructor
Title

3/29/21
Date

Trailer Estates Park & Recreation District:

Sandra Semirich Trustee
Name

3/3/22
Date

1903 69TH AVENUE WEST
BRADENTON, FL 34207
941-756-7177
941-755-2937

trailerestates@trailerestates.com

TRAILER ESTATES PARK & RECREATION DISTRICT

This contract between TRAILER ESTATES PARK & RECREATION DISTRICT hereafter called Park and

Claudia Deschu SS/FEIN# 150-40-9999

Address: 1817 Minn. Ave. City: Bradenton Zip: FL 34207

Phone: 941-748-9238 an independent contractor hereafter called the CONTRACTOR is for services to be provided to the Park by the Contractor as follows:

Claudia will provide drawing
instruction on 2/21/23 in Art Studio
Location to provide service: Art Studio from 2-5 p.m.

Contractor to be paid by Park as follows: Amount: 0

Payment will be by Park check on the first day checks are written by the Park in the month following satisfactory completion of service by Contractor. (Be sure Park representative has submitted "Check Request" or "Time Sheet" to the office.)

OTHER TERMS AND CONDITIONS

Claudia will collect from students

This contract is for the period:

From: 2/21/23 To: 2/21/23

Services will be provided by the contractor in a safe manner to himself, to all participants in Contractor conducted activities and to the public. Park will not be liable for any injuries to the Contractor in the course of providing service.

This contract may be terminated by the Park in writing at any time.

Contractor:
Claudia Deschu 1/19/23
Name

instructor
Title

1/19/23
Date

Trailer Estates Park & Recreation District:
Sandra Simonich Trustee
Name

1/19/23
Date

1903 69TH AVENUE WEST
BRADENTON, FL 34207
941-756-7177
941-755-2937
trailerestates@trailerestates.com

Updated 4/7/2007

Please sign & return one copy.

TRAILER ESTATES PARK & RECREATION DISTRICT

NOV 15 '22 AM 7:

This contract between TRAILER ESTATES PARK & RECREATION DISTRICT hereafter called Park and Recreation District

Claudia Dorch SS/FEIN# 150-40-9999 34207

landline: Address: 1817 Minnesota Ave ✓ City: Bradenton Zip: FL
PO Box 5982

Phone: 941-748-9238 an independent contractor hereafter called the CONTRACTOR is for services to be provided to the Park by the Contractor as follows:

Claudia will provide hand building with clay instruction on Jan. 10, 17 + 24, 2023

Location to provide service: Pottery Studio

Contractor to be paid by Park as follows: Amount: \$ 100 per class

Payment will be by Park check on the first day checks are written by the Park in the month following satisfactory completion of service by Contractor. (Be sure Park representative has submitted "Check Request" or "Time Sheet" to the office.)

OTHER TERMS AND CONDITIONS

\$100 will be paid by the participants for a total of \$200 per class

This contract is for the period:

From: Jan. 10, Jan. 17 To: Jan 24, 2023

Services will be provided by the contractor in a safe manner to himself, to all participants in Contractor conducted activities and to the public. Park will not be liable for any injuries to the Contractor in the course of providing service.

This contract may be terminated by the Park in writing at any time.

Contractor:
Claudia Dorch
Name
Art Instructor
Title
11/14/22
Date

Trailer Estates Park & Recreation District:
Sandra Simonich Trustee
Name
11/
Date

TRAILER ESTATES PARK & RECREATION DISTRICT

This contract between TRAILER ESTATES PARK & RECREATION DISTRICT hereafter called Park and Recreation District

W. Allen Berkshire SS/FEIN# 224-76-0231

Address: 2018 Minnesota Ave City: Bradenton Zip: 22815

Phone: 5409082004 an independent contractor hereafter called the CONTRACTOR is for services to be provided to the Park by the Contractor as follows:

Allen will provide services Mar. 2 and 9 + Mar. 16 and 2023 - February 2 and Feb 9

Location to provide service: Activity Bldg. (Art Room)

Contractor to be paid by Park as follows: Amount: \$ 0

Payment will be by Park check on the first day checks are written by the Park in the month following satisfactory completion of service by Contractor. (Be sure Park representative has submitted "Check Request" or "Time Sheet" to the office.)

OTHER TERMS AND CONDITIONS

Allen will not be paid and will only receive a nominal "Thank you" payment directly from the Art Club's fund.

This contract is for the period:

From: Feb 2 and 9, 2023 To: Mar. 2 and 9, Mar. 16

Services will be provided by the contractor in a safe manner to himself, to all participants in Contractor conducted activities and to the public. Park will not be liable for any injuries to the Contractor in the course of providing service.

This contract may be terminated by the Park in writing at any time.

Contractor:

W. Allen Berkshire Name

October 31, 2022 Title Date

Trailer Estates Park & Recreation District:

Sandra Simonich Trustee Name

Nov. 8, 2022 Date

1903 69TH AVENUE WEST BRADENTON, FL 34207 941-756-7177

trailerestates@trailerestates.com

TRAILER ESTATES PARK & RECREATION DISTRICT

This contract between TRAILER ESTATES PARK & RECREATION DISTRICT hereafter called Park and

Recreation District

Sue Lynn Colon SS/FEIN# 452-72-7994
Address: 6503-67th St. E. City: Palmetto, FL Zip: 34221

Phone: 941-224-3737 an independent contractor hereafter called the CONTRACTOR is for services to be provided to the Park by the Contractor as follows:

Sue Lynn will provide watercolor instruction on Jan. 19+26, Feb. 16+23

Location to provide service: Activity Bldg. (Art Rm)

Contractor to be paid by Park as follows: Amount: \$ 100 per class

Payment will be by Park check on the first day checks are written by the Park in the month following satisfactory completion of service by Contractor. (Be sure Park representative has submitted "Check Request" or "Time Sheet" to the office.)

OTHER TERMS AND CONDITIONS

\$100 will be paid by the Art Class for a total of \$200 per class.

This contract is for the period:

From: Jan. 19+26, 2023 and Feb. 16+23, 2023

Services will be provided by the contractor in a safe manner to himself, to all participants in Contractor conducted activities and to the public. Park will not be liable for any injuries to the Contractor in the course of providing service.

This contract may be terminated by the Park in writing at any time.

Contractor:

Name

Title

Date

Trailer Estates Park & Recreation District:

Name

Date

1903 69th AVENUE WEST
BRADENTON, FL 34207
941-756-7177

trailerestates@trailerestates.com

TRAILER ESTATES PARK & RECREATION DISTRICT

This contract between TRAILER ESTATES PARK & RECREATION DISTRICT hereafter called Park and Recreation District

Joan Senkowitz SS/FEIN# 052-42-1085

Address: P.O. Box 2528 City: Bradenton, FL Zip: 34281

Phone: 941-752-6415 an independent contractor hereafter called the CONTRACTOR is for services to be provided to the Park by the Contractor as follows:

Joan will provide watercolor Inst. on
Jan. 5 and 12 1-3, Thursday

Location to provide service: Activity Center (Art Rm)

Contractor to be paid by Park as follows: Amount: \$ 100 per class

Payment will be by Park check on the first day checks are written by the Park in the month following satisfactory completion of service by Contractor. (Be sure Park representative has submitted "Check Request" or "Time Sheet" to the office.)

OTHER TERMS AND CONDITIONS

\$100 will be paid by the Art Class for a
total of \$200 per class

This contract is for the period:

From: Jan. 5, 2023 and To: Jan. 12, 2023

Services will be provided by the contractor in a safe manner to himself, to all participants in Contractor conducted activities and to the public. Park will not be liable for any injuries to the Contractor in the course of providing service.

This contract may be terminated by the Park in writing at any time.

Contractor:

Name

Title

Date

Trailer Estates Park & Recreation District:
Sandra Semerech Trustee
Name
11/8/22
Date

1903 69TH AVENUE WEST
BRADENTON, FL 34207
941-756-7177

NOV 7 '22 4:2:19

Sandy

TE Art Club Instructors

There will be 3 instructors: Joan Senkowicz, Sue Lynn Cotton and W A Berkshire (goes by Alan.)

Joan and Sue Lynn we have been under contract before and all the details on past contracts are valid for the 2023 season including the rates of pay.

Alan's details are on attached sheet – he will not be paid and will only receive a nominal 'Thank you' payment directly from the Art Club's funds (Not sure if we need a contract for him)

Each painting session is on Thursdays, 1 – 3pm on the following schedule:

Jan 5 and 12 Joan Senkowicz

Jan 19 and 26 Sue Lynn Cotton

Feb 2 and 9 Alan Berkshire

Feb 16 and 23 Sue Lynn Cotton

Mar 2 and 9 Alan Berkshire

Mar 16 Alan Berkshire

Joan: total of 4 hours

Sue Lynn: total of 8 hours

Alan: total of 10 hours

Hope this helps,

John Guest

941 718 0595

John