



# PORT MALABAR HOLIDAY PARK MOBILE HOME PARK RECREATION DISTRICT

215 Holiday Park Blvd. NE  
Palm Bay, Florida 32907-2196  
Office: 321-724-2240

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## BOARD OF TRUSTEES

### REGULAR MEETING AGENDA

January 9, 2017 - 7:00 PM

William "Bud" Getz  
Chairman

Allison Kelly  
1<sup>st</sup> Vice-Chairman

Marilyn Spall  
2<sup>nd</sup> Vice-Chairman

Carol Helton  
Secretary

Marion "Molly" Stone  
Assistant Secretary

Cathleen "Cathi" Brennan  
Treasurer

Kendra Bender  
Assistant Treasurer

Keith Rittscher  
Trustee

Rodney "Rod" Lindsay  
Trustee

Karl Bohne, Jr.  
District's Attorney

\* To comment on an item, after you have been recognized by the Chair, please go to the microphone and clearly give your name and address for the record. You may speak for up to three minutes. Note: If formal action is to be taken on an item by the Board, public comment will be requested prior to the vote.

**NOTE: MINUTES OF BOARD MEETINGS ARE PREPARED IN SUMMARY FORM ONLY. PER CHAPTER 286.0105 FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL A DECISION OF THE BOARD HE/SHE SHOULD ARRANGE FOR A VERBATIM RECORD OF THE PROCEEDINGS WHICH INCLUDES THE TESTIMONY IN EVIDENCE ON WHICH THE APPEAL IS MADE.**

"A community intended and operated for persons 55 and older"



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1. Meeting call to order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Announcements by Chairman
6. Approval of meeting minutes
  - Attachment: 11-28-16, 12-12-16, 12-20-16 minutes (pending corrections)
  - Action: Motion to Approve  
Trustee Comment  
Public Comment  
Call for vote
7. Treasurer's Report
  - Attachment: Revenues & Expense Report: Budget  
Performance, Balance Sheet and Loan Balances
  - Action: Motion to Approve  
Trustee Comment  
Public Comment  
Call for vote
8. Bocce Court
  - Action: Motion to Approve  
Trustee Comment  
Public Comment  
Call for vote
9. Road Repairs
  - Action: Motion to Approve  
Trustee Comment  
Public Comment  
Call for vote
10. Paint speed bumps
  - Action: Motion to approve  
Trustee comment  
Public comment  
Call for vote



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**11. Ricoh proposal**

Attachment: Proposal for copier contract  
Action: Motion to approve  
Trustee comment  
Public comment  
Call for vote

**12. New pool umbrellas; Barbara Keegan**

Action: Motion to approve  
Trustee comment  
Public comment  
Call for vote

**13. Pool Repairs (pending the receipt of proposals)**

Attachment: Proposals for pool repairs  
Action: Motion to approve  
Trustee comment  
Public comment  
Call for vote

**14. Update on investments and rentals; Theresa Grimes**

Action: Motion to approve  
Trustee comment  
Public comment  
Call for vote

**15. District Manager Comments**

**16. Public comments**

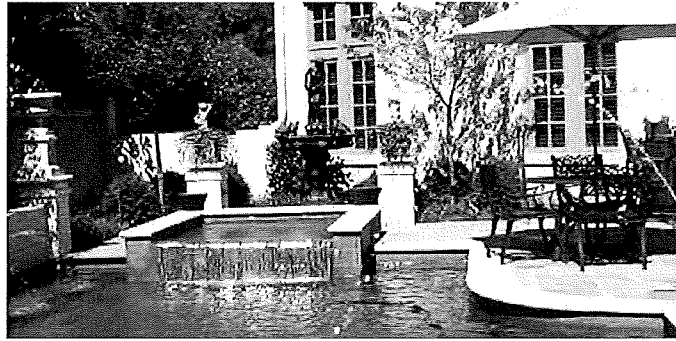
**17. Trustee comments**

**18. Adjournment**

	October	November	December	January	YTD
Bank Balance - cking	102,599.48	134,878.55	100,150.40	95,359.13	
Savings Acct	648,064.41	1,006,507.56	1,441,627.07	1,394,322.23	
amt Rec'd during mo	\$4,194.00	\$458,297.55	\$586,255.62	\$54,002.15	76.05%
PY Reserves					
Other Rev	885.73	1,100.69	2,662.68	981.45	54.22%
Total Revenue	5,079.73	459,398.24	588,918.30	54,983.60	
trsrfd to loans	(21,849.25)	(21,849.25)	(21,849.25)	(21,849.25)	
Profit for month	(16,769.52)	437,548.99	567,069.05	33,134.35	
Expenses for month	(50,183.59)	(354,635.09)	(72,770.59)	(91,615.31)	
Net Profit	(66,953.11)	82,913.90	494,298.46	(58,480.96)	
SBA Acct	81,950.62	82,008.17		82,140.13	
Interest	59.68	57.55		131.96	
		(2.13)		65.98	



A+ Rating



W. L. Newberry & Associates, LLC

Db a Agape Pools

(321) 704-0685 Fax (321) 327-8192

Residential & Commercial Pool Contractor

License #RP252555009 & COC#SW153

January 9, 2017

Thank you for this opportunity to bid on replacing your pool pumps & filtration units with newVak Paks units.

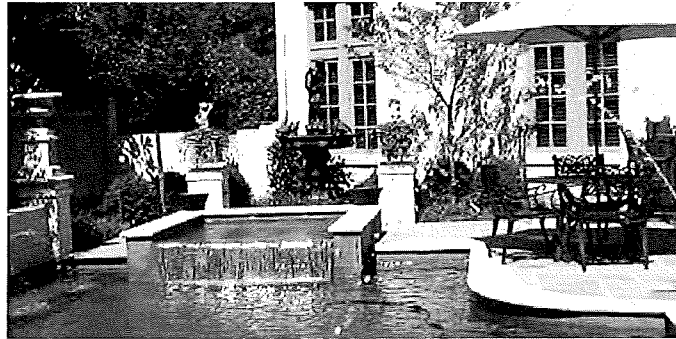
Please don't hesitate to call Walter Newberry at 321-205-3520 or the Office Manager, Linda Newberry at 321-704-0685 with any questions that may arise.

Respectfully,

Walter & Linda



A+ Rating



W. L. Newberry & Associates, LLC
Dba Agape Pools
(321) 704-0685 Fax (321) 327-8192
Residential & Commercial Pool Contractor
License #RP252555009 & COC#SW153

This is a contract made as of this date by Contractor: W. L. Newberry & Associates LLC and 215 Holiday Park Blvd NE, Palm Bay, FL 32907 Telephone (321) 724-2240

1. Pool 1 East: Remove existing old filtration units and haul away. Remove concrete foundation from under each unit and re-pour new concrete slab.

2. Install new self-contained VacPac system, Model – AP20VDE: REMOTE CROCKS. INTELLIFLO XF RECIRC PUMP. ELECTRIC TO INTERLOCK RECIRC PUMP WITH FEEDERS. CES MR1 ORP CONTROLLER

3. File all permits with Palm Bay, the Department of Health, Brevard County and the Engineering Department. Successful CO inspection. \$21,723

Remove old heat pumps, haul away and install a new Rheem 133,000 Digital heat pump. \$ 3479

1. Pool 2 West: Remove existing old filtration units and haul away. Remove concrete foundation from under each unit and re-pour new concrete slab.

2. Install new self-contained VacPac system, Model –AP26: REMOTE CROCKS. CES MR1 ORP CONTROLLER.

3. File all permits with Palm Bay, the Department of Health, Brevard County and the Engineering Department. Successful CO inspection. \$24,621

Remove old heat pumps, haul away and install a new Rheem 133,000 Digital heat pump. \$ 3479

Disconnect power from both pool sites then re-connect when both Vak Paks are installed (This is an estimate) \$ 1550

Pools 1 & 2: Acid wash both commercial pools, (pools will not be drained) to remove stains. (No guarantee all stains will be successfully removed). Replace floor return covers, re-balance water chemistry and add stain & scale inhibitors. \$ 2995

**Pool 2 West:** Remove 30x12 block of concrete at deep end of at deep end of pool, repair broken pipe and re-pour concrete and reset existing pavers. **\$ 3400**

**TOTAL - \$61,247**

Payment schedule:                                   20% - down upon signing  
   50% - day of delivery of Vak Paks  
   20% - after completion  
   10% - after successful C/O inspection

**WARRANTY**

Contractors work will meet or exceed existing building Department Codes and to be free from defects in workmanship for one (1) year from completion of said work. Purchased assemblies or material processing used in the installation are subject to the manufacturers' or processor's warranty. Contractor makes no warranty expressed or implied as to such equipment.

**Construction Lien Law**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016

\_\_\_\_\_  
W L Newberry & Associates, LLC

\_\_\_\_\_  
Holiday Park Representative/Agent

1. Contractor shall be required to obtain all required permits. Contractor shall carry General Liability Insurance in an amount of \$300,000.00 per incident and Workers' Compensation Insurance in the statutory amount.
2. Contractor will complete this work within 21 business days from delivery of Vak Pak units, weather permitting and no further complications arise. Contractor shall not be held liable for delay for failure to perform hereunder when such delay or failure is due to conditions beyond its control.

3. Contractor shall not be responsible for damage to any part of the swimming pool, structure or unit, resulting from natural causes or an act of God, including earthquake, hurricanes, grounds swells, inundations, ground and/or hillside motion, landslide or any natural or accidental cause of peril resulting from rain or wind storms, flood, war or riot.
4. Title and ownership to equipment and accessories described on the face of this contract, whether affixed to customer's realty or not, shall remain the property of the Contractor until the price of the Vak Pak, according to terms of the contract, has been paid in full.
5. Contractor also reserves the right at any time to stop work until such time as past due payments, according to the payment schedule of this contract are brought up to date; such work stoppage shall not constitute grounds for any breach of contract action being brought against the Contractor. Before resuming work because of lack of payments, the full amount of the contract shall be due and payable. If collection is required, customer shall be responsible for legal interest and reasonable attorneys fee. Of Contractor A Mechanics Lien will be filed if binding arbitration or mediation does not settle any disputes.
6. In the event customer(s) shall in any respect fail to perform the terms or prevent the performance of this contract, he (they) shall thereupon be liable to the Contractor in the amount of any out-of-pocket expenses theretofore paid or incurred by the Contractor in reliance upon this agreement and the Contractor shall retain the amount theretofore paid on this agreement as liquidated damages for the Customer breach.
7. Customer shall be responsible for work being done within his (their) property lines and, in conformity with local zoning, the poolside shall be clear of easement or setback restrictions and the Customer shall hold and save harmless the Contractor from any liability to customer or third person from such construction beyond said property lines Customer shall be responsible for adequate access to the pools site, including permission for this Contractor's access if such is across property other than the undersigned Customer.
8. Customer agree(s) in connection with the specifications pertaining to within the swimming pool that Contractor shall have a permissive variance of 1% on all designated dimensions and 5% variance on water depth and agrees to hold Contractor harmless.
9. Assistance in arranging for financing is not a condition of this contract; Owner(s) is solely responsible for any financing required.
10. Any alteration or deviation from above specifications may involve extra costs, will be executed upon discovery and will become an extra charge over and above the estimate.
11. Manufactured products purchased by Contractor from a third party are subject to third party's guarantee and/or warranties and Contractor makes no warranty expressed or implied thereto.

\_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_  
W. L. Newberry & Associates LLC Holiday Park Representative/Agent



# HARBOUR POOLS & SPAS, INC.

# Proposal

218 Bella Coola Drive  
Indian Harbour Beach, FL 32937  
321-987-1661  
[www.harbourpoolsandspa.com](http://www.harbourpoolsandspa.com)

DATE: DECEMBER 28, 2016

TO:  
Holiday Park

FOR:  
215 HOLIDAY PARK BLVD.

DESCRIPTION	HOURS	RATE	AMOUNT
<b>Install 2 Custom Vac Pacs</b> <u>Price Includes</u> <b>Removal of 2 Existing Vac Pacs</b> <b>Installing New Vac Pacs</b> <b>Electrical</b> <b>Plumbing</b>			<b>\$52,000.00</b>
<b>Install 2 Aqua Cal 125,000 BTU Heat Pumps</b>			<b>\$9,200.00</b>
<b>Reset Pavers on the Pool Deck</b>			<b>\$3,500.00</b>
<b>Acid Wash and Rebalance 2 Swimming Pools</b>			<b>\$3,000.00</b>
<b>Total Includes all Materials, Taxes, Permits and Labor</b>			<b>\$67,000.00</b>

# Proposal

## POOL DOCTOR OF BREVARD, INC.

County License No. SW006  
State License No. RP0025170  
(321) 773-6555

PO Box 121205  
West Melbourne, FL 32912-1205

PROPOSAL SUBMITTED TO <b>Port Malabar Holiday Park</b>		PHONE <b>724-2240</b>	DATE <b>12-16-16</b>
STREET <b>215 Holiday Park Boulevard</b>		JOB NAME	
CITY, STATE, and ZIP CODE <b>Palm Bay, FL</b>		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

- |   |                    |
|---|--------------------|
| 1. Install 2 Hayward 140K BTU heat pumps, HP21404T (Titanium heat exchanger) (electrical by others)   | \$9,500.00         |
| 2. Remove rust stains in heated pool, replace floor jets<br>Repair plumbing leak in vac line in cold pool<br>Re-set and re-level 4 x 8 pavers on north side of cold pool<br>Acid wash scum gutter to remove rust stains in cold pool  | \$6,400.00         |
| 3. Replace/re-plumb filter unit with unit by Aquaworx---heated pool<br>3 hp plastic circulating pump, 1 hp vac pump, pre-plumbed, pre-wired   | \$15,650.00        |
| 4. Replace/re-plumb filter unit with unit by Aquaworx--cold pool<br>5 hp plastic circulating pump, 1 hp vac pump, pre-plumbed, pre-wired<br>*****Re-use leased chemical feeders and containers for both units****<br>*****These filter units are produced by Aquaworx in St. Petersburg. They are far superior in fiberglass cabinetry work than your existing vac paks.***** | \$16,550.00        |
| <b>TOTAL</b>  | <b>\$48,100.00</b> |

\*\*\*\*\*We will work with you on scheduling so that the heated pool would only be down 3 to 4 days. Owners responsibility to connect electrical to Heat pumps and filter units.\*\*\*\*\*

\*\*\*\*\*The busy season for us is early spring through summer. These prices represent an approximate 15 -20% discount if performed in January /February therefore this BID IS GOOD FOR 20 DAYS\*\*\*\*\*

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

**Forty eight thousand one hundred** \_\_\_\_\_ dollars (\$ **48,100.00** ).

Payment to be made as follows:

It is very likely that an existing structural crack will reappear as a hairline crack after any pool or deck resurfacing. Warranty shall not include pools which have been abused physically or through lack of proper chemical balancing, chlorine applications or other chemical abuses.

Authorized Signature **Diane Holtman**

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. The deposit is non-refundable.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_