



PORT MALABAR HOLIDAY PARK MOBILE HOME PARK RECREATION DISTRICT

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

BOARD OF TRUSTEES

WORKSHOP MEETING AGENDA

October 23, 2017 - 7:00 PM

William "Bud" Getz
Chairman

Allison Kelly
1st Vice-Chairman

Marilyn Spall
2nd Vice-Chairman

Secretary

Assistant Secretary

Kendra Bender
Treasurer

Assistant Treasurer

Keith Rittscher
Trustee

Rodney "Rod" Lindsay
Trustee

Mike Lawler
District Manager

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: 10/9/17 minutes
 - Action: Motion to Approve
 - Trustee Comment
 - Public Comment
 - Call for vote
7. **District Manager Report**
 - Powerpoint presentation
8. **Storage Compound Rules updates**
 - Attachment: Proposed Storage Compound Rules updates
 - Action: Motion to Approve
 - Trustee Comment
 - Public Comment
 - Call for vote
9. **UPS Temporary Storage Facilities**
 - Attachment: Proposal of UPS seasonal temporary storage facilities
 - Action: Motion to Approve
 - Trustee Comment
 - Public Comment
 - Call for vote
10. **Richards Paving proposal**
 - Attachment: Proposal of road repairs
 - Action: Motion to Approve
 - Trustee Comment
 - Public Comment
 - Call for vote



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11. Fine System Process

Attachment: Deed Restriction referencing fine system; Pg 12, Section 18 Enforcement of Deed Restriction and Rules and Regulations

Action: Motion to Approve
Trustee Comment
Public Comment
Call for vote

12. Kevin Burke Web Designs

Attachment: Proposal for design of updates website

Action: Motion to Approve
Trustee Comment
Public Comment
Call for vote

13. Public comments

14. Trustee comments

15. Adjournment

STORAGE COMPOUND RULES

Usage of the Vehicle Compound Storage space is not an entitlement but is a privilege allowed to property owners/renters (hereafter referred to as "resident") by the District on a space available basis. It has always been an "unwritten rule" that the space available clause was restricted to ONE (1) space per resident based on their primary residence regardless of the number of properties owned or leased by the resident. Therefore, the ONE space rule per primary residence will apply to all residents (including owners or renters) and the vehicle for which the space is assigned MUST be registered to the resident and the registration for the vehicle must have a current valid registration proof of which may be requested by the District Manager.

Each unit stored in the compound must be registered with the District Office. All residents who have a boat, trailer, or R.V. are required to park the unit in the compound and must complete an application form that is available at the District Office.

Residents requesting a space for their boat, trailer or R.V. must complete an application with the District Office and must provide a valid registration for the vehicle. (See application for additional details). A space can be held for up to 30 days awaiting receipt of a valid registration, if a valid registration is not provided within this timeframe, the space will be relinquished and will be returned to inventory. Upon final approval of the application and receipt of a valid registration, the owner of the vehicle will be assigned a location within the compound and issued a decal. If space is unavailable, the resident can choose to be placed on a waiting list and when an appropriate space is available that can accommodate the size of the resident's vehicle, the District Office will contact the Resident to notify them.

The owner will be assigned a numbered location within the compound and issued a decal. If space is unavailable, a number from the waiting list will be assigned and the owner will be notified as space becomes available.

In consideration for the District supplying such storage space, the owner of the (vehicle) boat, trailer or R.V. does hereby release the District of and from all claims, demands, liabilities, and causes of action of any kind whatsoever for damage or loss, which may occur to the said (vehicle) boat, trailer or R.V. while stored in the compound.

The Resident must further understands and agrees that, but for the release set forth above, the District would not be willing to provide the storage space. which is the subject of this agreement.

The (undersigned) applicant expressly understands and agrees that he or she has the opportunity to purchase private insurance through a carrier selected by the undersigned of their choice on the said recreational vehicle boat, trailer or R.V. to cover damage to or theft of the recreational vehicle boat, trailer or R.V. while stored at the compound.

New owners or renters requesting a space in the compound should do so during regular office hours. Owners have precedence on available space assignment. In case of evening or weekend arrival, unit should be parked in the Recreation Hall parking lot as far away from the building as possible in such a way that it does not hinder the flow of traffic.

All spaces are sized to provide maximum utilization and will be issued accordingly. Re-assignments will be required to accomplish this goal as necessary.

Once a user is assigned a space, the space cannot be “lent out” while user is away.

Units must be centered within the boundary markers at all times. Compound access is by key only, obtainable through the District Office, Security Gate, or may be purchased through the District office.

Any damage caused by user i.e., fence damage, tire ruts, etc., shall be user’s responsibility to repair.

Registration for a space in the compound must be renewed annually. All storage compound related business will be conducted during regular business hours.

As required by the Deed Restrictions, the following apply:

[See Deed Restriction, Article III, Section 12 (A)]. Except as herein provided, no commercial vehicle, boat, trailer, or recreational vehicle shall be parked on any residential lot. Any person, property owner, occupant, lessee, tenant or otherwise legally occupying the premises who shall permit parking or storing of such vehicles on private property shall be in violation of this section.

1. No disabled or unlicensed vehicles of any kind shall be kept or permitted in the compound.
2. This section shall not prevent convenient parking for the purpose of loading and unloading, for reasonable periods of time, not to exceed forty-eight (48) hours.

The Vehicle Storage Compound may be used by residents at their own risk upon the following conditions. The “vehicle” to be defined as any recreational vehicle (e.g. boat, motor home, camping trailer, utility or boat trailer), shall **in no way** include any commercial vehicles as described.

3. All vehicles, boats, trailers, RVs etc. will be assigned storage areas, by the office, on “space available” basis. Residents may purchase a gate key to the compound at the office which may be returned with a copy of the receipt for a refund or, may obtain a temporary key for access which is to be returned after access has been made. All unauthorized vehicles, after a 10-day notice to the resident who obtained the assigned space, will be dealt with as provided for abandoned vehicles in the city of Palm Bay. Only renters or owners may store vehicles belonging to them in this area. Permanent residents will be given priority on compound spaces. No cars, trucks or motorcycles are allowed to be stored in this area.
4. Any vehicle in disrepair will be given two weeks to repair or remove said vehicle. The District has the authority to tow if the vehicle is not in compliance.
5. All vehicles must have a current access decal issued by the office.
6. Any vehicle removed from the compound for more than 30 days without notifying the office will relinquish the Compound space.
7. Decals are renewed annually for all items in compound storage.



October 12, 2017

Re: Proposed Use: Temporary Storage Facilities/United Parcel Service, Inc., an Ohio Corporation (UPS)

Dear: Holiday Park Mobile Home Park:

We appreciate your time meeting with us regarding the seasonal use of temporary storage facilities and related delivery activities proposed by UPS.

As we discussed, UPS feels that the seasonal use of temporary storage facilities promotes the efficient delivery of parcels providing benefit to your community during a period of time commencing on November 1 and terminating on December 31 of each calendar year. In addition, when warranted, the use of individual garage facilities coordinated with single-family residential property owners provides a similar benefit as well. UPS seeks a formal determination through this correspondence that the described uses are permissible under your land use regulations.

UPS agrees that placement of the temporary use facilities and related activities are conditioned on compliance with the following standards:

- UPS will remove all temporary storage facilities at the end of each temporary use period provided above.
- The immediate vicinity of the temporary storage facility shall be cleaned and returned to pre-temporary storage facility condition.
- Within residential zoning districts, temporary storage facilities will not be located in a required set-back area. In all other zoning districts, the temporary storage facilities may encroach upon required set-back, landscape or buffer areas but shall not extend further than fifty percent of the horizontal measurement of the area. In no event, shall temporary storage units be located in such a manner as to obstruct the flow of pedestrian or vehicular traffic.
- The temporary storage facilities shall not exceed 8 feet in height, 10 feet in width and 25 feet in length; UPS shall provide the appropriate authority with written consent of property owners for the location of the temporary storage facility.
- If required by Homeowners Association governing documents, written consent by applicable Homeowners Associations shall be obtained by UPS.

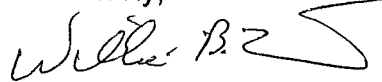
- No activities other than the temporary storage of parcels and consequent delivery by golf carts to specific destinations may take place.
- All temporary storage facilities shall be securely placed on the ground.
- The delivery of packages from the temporary storage facilities including garages shall occur only between the hours of 9 a.m. and 6 p.m. or before sunset.
- Where garages are used for temporary storage, golf carts shall be stored inside the garage when not in use.
- When delivering parcels to the garage storage facility, UPS trucks shall, whenever possible, utilize the residential driveway as temporary parking.
- Attached garages at single family residences and/or individual townhomes may be utilized by UPS as temporary storage facilities.
- All parcel and golf cart storage shall occur inside the garage storage facility.
- UPS also agrees that it will obtain the "No Fee" permits, as required, for each site.
- UPS will also provide a copy of our insurance to cover any possible damage or injury to our employees.
- UPS will agree to rent a space from in the amount of \$ ^{usdt} 100.00 per month per pod.
- UPS agrees to indemnify and hold, harmless for any claims, demands, accidents, occurrences, deficiencies, costs, losses, judgements, other obligations, negligence, liability, damage or personal injury caused, arising from, related to or as result of use, transport, set up, disassembly, or removal of UPS pods and associated delivery vehicles. UPS agrees to indemnify and hold Association harmless and defend Port Malabar Holiday Park Mobile Home for any violation of federal, state, or local laws, ordinances or regulations regarding permitting or operation of UPS storage pods or delivery vehicles. UPS agrees to defend, at its own cost and expense, Association in any and all actions, suits and/or proceedings which may be brought against Association and/or in which may be named as a party, and agrees to satisfy, pay and discharge all judgements, orders, and decrees that may be entered against Association, related to or as a result of an incident related to storage pods or delivery vehicles. Each and every hold harmless and indemnity provision herein shall insure to not only Holiday Mobile Home Park but also its officers, directors, agents, employees, and assigns.

If your office concludes that the described temporary use facility and/or temporary garage storage facility along with its related activities are permissible pursuant to the terms of your Land Development Code, we would appreciate it if the appropriate authority would execute the acknowledgement below on behalf of Holiday Mobile Home Park.

Again, thank you for taking the time to meet with us and your review and execution of this correspondence.

October 12, 2017

Sincerely,



Willie B. Faison
Melbourne UPS supervisor
wbfaison@ups.com
321-725-8436

I, _____, hereby acknowledge that the uses described above are permitted under application zoning, land use and land development regulations.

Dated: _____

[Name]

[Title]

Richards Paving & Seal Coating



Estimate

(321)872-5257

Email: born2pave@hotmail.com

FL LIC # 885025684

MAKE CHECKS PAYABLE TO: RICHARD

HARRISON

LICENSED & INSURED

Estimate No: 227

Date: 10/17/2017

For: Port Malabar Holiday Park

mike@holidayparkfl.com

215 Holiday Park Blvd

Description	Quantity	Rate	Amount
Work to be performed as follows,	1	\$1,450.00	\$1,450.00
Remove and dispose of (1) 5x4 old broken concrete- reset forms pour 4 inch of 3000 psi fiber mat concrete broom finish .			
Additional work saw cut remove (3) broken areas in asphalt road (1) 9x3 ::(2) 3x4 :: repave 2 n half inches of commercial asphalt compact power roll finish.			
Clean job site .			
		Parts Subtotal	\$1,450.00
	Subtotal		\$1,450.00
	0%		\$0.00
	Total		\$1,450.00
	Total		\$1,450.00

Richards Paving & Seal Coating

Client's signature

☒ Contract
☐ Estimate
FL Lic# 885025684

RICHARD'S PAVING & SEALCOATING

Licensed
& Insured

Owner Richard Harrison



PROPOSAL SUBMITTED TO	Holiday Park	PHONE	321-724-2240	DATE	10/19/17
STREET	215 Holiday Park Blvd. NE	APPROXIMATE SQUARE FEET			
CITY, STATE, AND ZIP CODE	Palm Bay FL 32907				
START DATE		COMPLETION DATE			

We hereby submit specifications and estimates for:

- | | |
|----------------------------------------------|----------------------------------------|
| <input type="checkbox"/> Power Washing | <input type="checkbox"/> Cleaning |
| <input type="checkbox"/> Seal Coating * | <input type="checkbox"/> Grading |
| <input checked="" type="checkbox"/> Concrete | <input type="checkbox"/> Stoning |
| <input type="checkbox"/> Line Striping | <input type="checkbox"/> Blacktopping |
| <input checked="" type="checkbox"/> Patching | <input type="checkbox"/> Crack Filling |

Work we be performed as follows
Remove and dispose of (1) 5x4 old Broken concrete
reset forms pour four inch of 3000 psi Fiber
Mat Concrete broom finish

Additional Work Saw Cut & Remove 3 broken
areas in asphalt road (1) 9x3 (2) 3x4 Repair
2 half inch of Commercial asphalt Compact power
roll finish Clean job site

* When Seal Coated - Check to Make Sure it is Thoroughly Dry Before Using. Not Responsible For Any Tracking.

I hereby waive the 3 day grace period. _____ (signature)

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

_____ Dollars (\$_____)

Payment to be made as follows:

There must be a deposit of half of the total job cost on all jobs over \$1000.00.

Down Payment

Total Job Cost \$1,450.00

Balance Due Upon Completion of Job _____

Please Make all checks payable to: Richard Harrison

All edges must be backed up with topsoil. Not responsible for any act of mother nature. Not responsible for any damage done to driveway by heavy equipment. 80% drainage. If driveway is maintained by any other contractor the guarantee is void. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon accidents or delay beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Contract - 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.

Signature

Signature

Date of Acceptance _____

Section 17. Clothes Pole

No clothes lines or clothes poles may be placed on any lot, except for one “umbrella-type” clothes pole for each lot, which shall be placed in the rear of the lot and must be in compliance with A.C.C. rules. A clothes pole shall be removed when occupant is not in residence for more than a two (2) week period. Provided, however, that if a conflict between this section and F.S. 163.04 exist, the provisions of F.S. 163.04 shall prevail.

Section 18. Enforcement of Deed Restriction and Rules and Regulations

The Board of Trustees shall adopt policies and procedures for the levying of fines by resolution against any owner for the failure of the owner of the parcel or its occupant, leaseholder, or invitee to comply with any provision of the Deed Restriction, the A.C.C. Rules and Regulations, or reasonable Rules and Regulations and Policies of the District. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing. A fine imposed pursuant to this section shall become a lien upon the owner's property. If a violation of the Deed Restriction, A.C.C. Rules and Regulations, or reasonable rules of the District is found, the District Manager shall notify the violator and give him or her thirty (30) days to correct the violation.

If after thirty (30) days the violation has not been corrected, a second letter indicating an impending fine will be sent to the owner giving them an additional thirty (30) days to correct the violation.

If after two (2) letters have been sent for a violation of the Deed Restriction, A.C.C. Rules and Regulations, or reasonable Rules and Regulations of the District and the violation has not be corrected, a third certified letter will sent which will include a final twenty-one (21) day invoice to cure, and the notice shall state that failure to remedy the violation within the time prescribed herein may result in an additional fine per day per violation until the violation is cured as specified in the Resolution.

Should the violation continue beyond the time specified for correction in the third and final notice, the District shall schedule a hearing, and written notice of such hearing shall be hand delivered or mailed, via certified mail, return receipt, to said violator. At the option of the District, notice may additionally be served by posting. If the violation is not corrected by the time specified for correction in the third notice, the case may be presented to the designated Board/Committee for enforcement even if the violation has been corrected prior to the hearing, and the notice shall so state.

Each case before the designated Board/Committee for enforcement shall be presented by a member of the administrative staff of the District. If the District prevails in prosecuting a case before the designated Board/Committee for enforcement, it shall be entitled to recover all costs incurred in prosecuting the case before the Board and such costs may be included in the lien authorized herein.

The designated Board/Committee for enforcement shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The designated Board/Committee for enforcement shall take testimony from the witnesses. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.

At the conclusion of the hearing, the designated Board/Committee for enforcement shall issue findings of fact, based on evidence of record and conclusions of law, and shall issue an order affording the proper relief consistent with powers granted herein. The finding shall be by motion approved by a majority of

Adopted: April 13, 2015

Kevin Burke Web Designs

324 Emerson Dr. NW Palm Bay, FL 32907

(321) 405-7810

Email: kevin@kevinburkewebdesigns.com Website: <http://kevinburkewebdesigns.com>

Proposal: Website Design and Development for:

Port Malabar Holiday Park Mobile Home Park Recreation District

Introduction:

Kevin Burke Web Designs proposes to design, develop, and host <http://holidayparkfl.com/>.

Proposal Details:

We are proposing a comprehensive package that includes designing a cutting-edge website for Holiday Park, complete with all of its web pages and subpages, graphics, images and any implementation of audio and/or video files. The website will include a Content Management System (CMS) which allows you to make any necessary changes to the content including adding and removing text, images and any audio or video files as needed. This website will be coded in HTML 5, CSS3, JavaScript and PHP to ensure the latest in technology. There is no limitation as to the number of pages/subpages. The site will also be designed with the proper Search Engine Optimization (SEO) techniques to ensure a page one listing on all major search engines including Google and Bing/Yahoo. We take great pride in our ability to have our clients easily found through search.

Web Development Timeframe – The time period for developing the website will range from 3 to 5 weeks, depending on the number of pages and availability of content from Holiday Park.

Payment Terms – We require a 50% downpayment upon the start of the web design project, and the remaining 50% upon completion of the project.

Revisions – Any revisions can be made as the project progresses. What I like to do is upload the site in progress to a sub-domain on my server so that we can interact to ensure we are always on the same page and working toward a mutual goal.


Pricing – We propose a flat rate of \$1,000.00. This includes all design, development, SEO and full training and support using the CMS system and unlimited forever hosting on our lightning fast GoDaddy owned server with a guaranteed up time of 99.9%. Also included in this flat rate is my staying with you for 90 days after completion of the website. This is to ensure proper search engine ranking and adequate training and support as you get used to the very simple CMS system. After the 90 days, I will always make myself available to answer any questions or to fix any unforeseen issues that may arise. There is NO monthly or ongoing cost to you after the flat rate is paid.

Company Profile:

Kevin Burke Web Designs is a leader in Website Design, SEO, Web Development, Custom Programming and Internet Marketing based in the Palm Bay Florida area of Brevard County. We are proud to offer our

services for a fraction of what other companies charge and guarantee that your website will be found on page one of Google within your market so you can be easily found, ultimately, increasing your business. All of our work is responsive HTML5, CSS, JavaScript and PHP to ensure the correct look on any device.

Our insight, knowledge and over 20 years of experience in Web Design, Search Engine Optimization (SEO) and Digital Marketing sets us apart from the others. Our methods to success come from years of learning with plenty of failures followed by huge success. We maintain a very low overhead and have over 20 years of coding experience in the Palm Bay, Brevard County area, so our completion times are very fast. We pass those savings along to you and we NEVER charge a monthly maintenance fee. If you need us for anything, just simply let us know and we will take care of it. We are always here for you, 24 hours a day, 7 days a week.



The banner features a dark background with a glowing light effect behind the text. On the left, there is an illustration of a desktop monitor, a tablet, and a smartphone, all displaying website content. To the right of the devices, a pie chart is divided into four segments, each corresponding to a service listed in the legend.

Web Design & <Development/>

We devoted special care on design & coding so that the visitors could have a seamless experience when browsing on the Desktop, iPad & iPhone etc..

- Design
- Development
- JQuery
- Flash