



PORT MALABAR HOLIDAY PARK
MOBILE HOME PARK RECREATION DISTRICT

215 Holiday Park Boulevard NE
Palm Bay, Florida 32907-2196

BOARD OF TRUSTEES

MEETING AGENDA

December 9, 2013 - 7:00 PM

Joanne Gaughan
Chairman

Rebecca "Becky" Earnest
Matton 1st Vice-Chairman

Philias "Phil"
2nd Vice-Chairman

Marion "Molly" Stone
Secretary

Allison Kelly
Assistant Secretary

Richard Kissinger
Treasurer
Treasurer

Donald R. Wink
Assistant

Rodney "Rod" Lindsay
Trustee

Harald Albinus
Trustee

Cheryl Ennis
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 MEETING 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"

1. **Call to order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Announcements by Chairman**
6. **Board Meeting Minutes - Approval of the November 25, 2013 Board Meeting minutes**
 - Attachment: November 25, 2013 meeting minutes
 - Motion to approve minutes
 - Trustee comment
 - Call for vote
7. **Treasurers Report - Presentation of financial reports for the month of October 2013**
 - Attachments: October 2013 Revenue, Expenditure, and Budget Allocation Reports
 - And 10/30/13 Balance Sheet
 - Trustee comment
 - Public comment
8. **Approval of the maintenance and additional services for the hood exhaust system. (Labor and installation of new grease fittings for roof top fan)**
 - Attachment: Invoice for equipment Southern Fire Systems
 - Trustee comment
 - Motion to approve
 - Public comment
 - Call for vote
9. **Consideration of approving painting of white lines around main roadways in Holiday Park**
 - Attachment: Map of proposed areas to be white lined and bid summery
 - Trustee comment
 - Motion to move forward and select vendor
 - Public comment
 - Call for vote
10. **Approval of the Amendment to Port Malabar Holiday Park Mobile Home Recreation District By-Laws**
 - Attachment: By – Laws Amendment and copy of the amended By – Laws.
 - Trustee comment
 - Motion to approve
 - Public comment
 - Call for vote

11. **Approval of the revised 10-year Bright House contract which includes installation of a “Community Channel” and equipment and two (2) Digital Adapters for each home at no charge**
Attachment: Bright House Contract
Trustee comment
Motion to approve
Public comment
Call for vote
12. **Approval to close the Recreation Center building and pool area on Christmas Day**
Trustee comment
Motion to approve
Public comment
Call for vote
13. **Reconstruction of bocce court [Rod Lindsay from the 11/25 Board Meeting]**
14. **Beautification project [Donald Wink from the 11/25 Board Meeting]**
14. **Trustee Project update**
15. **Public Comment**
16. **Trustees remarks**
17. **Adjournment**



PORT MALABAR HOLIDAY PARK
MOBILE HOME PARK RECREATION DISTRICT

215 Holiday Park Boulevard NE
Palm Bay, Florida 32907-2196

BOARD OF TRUSTEE – WORKSHOP MEETING
November 25, 2013 - 7:00 PM

1. Call to order

By: Joanne Gaughan, Chairman, at 7:00 P.M.

2. Invocation

By: Becky Earnest

3. Pledge of Allegiance

Led by: Joanne Gaughan, Chairman

4. Roll Call

By: Marion “Molly” Stone, Secretary; Joanne Gaughan, Chairman; Rebecca “Becky” Earnest, 1st Vice Chairman; Philias “Phil” Matton, 2nd Vice Chairman; Donald Wink, Assistant Treasurer; Allison Kelly, Assistant Secretary; Rodney “Rod” Lindsay, Trustee and Harald Albinus, Trustee. All acknowledged their presence. Richard Kissinger, Treasurer was absent. Cheryl Ennis, District Manager was present with Sharon Johnson recording.

5. Announcements by Chairman

Joanne Gaughan noted that an item was left off the agenda and asked that item 10a be added to the agenda for discussion of an Attendance Sheet posted for Board of Trustees.

Becky Earnest made “a motion to add 10a onto the agenda regarding Attendance Sheet for discussion”. Phil Matton seconded the motion. A vote was called. Motion carried.

Joanne Gaughan referred to a question that was brought up at the previous Workshop meeting regarding the DOR’s and whether Trustees could attend and speak at said meetings. The Attorney confirmed that a Trustee could attend and comment just as any other resident of the Park however, they cannot enter into any discussion and should refrain from direct comments to the Trustee on the DOR committee or any Trustee that may be present in the audience.

6. Board Meeting Minutes - approval of the November 7, and November 11, 2013 Board Meeting minutes

The minutes of the November 7, 2013 Special Meeting were distributed to the Board, posted on the District’s bulletin board and website for review. Harald Albinus made a “motion to approve the November 7th meeting minutes” with corrections. Becky Earnest seconded the motion. The corrections were noted and a vote was called. Motion carried.

The minutes of the November 11, 2013 board meeting were distributed to the Board, posted on the District’s bulletin board and website for review. Becky Earnest made a “motion to approve the November 11th meeting minutes” Allison Kelly seconded the motion. A vote was called. Motion carried.

7. District Managers Report

Cheryl Ennis reviewed the District Manager's report, which was previously distributed to the Board, and posted on the District website and bulletin board prior to the meeting.

Added to the Manager's report was an update regarding the fountain at Seminole. The fountain and pumps would need to be replaced and would run about \$3,000.00 and could only be used during the rainy season since this area dries significantly during the winter.

Phil Matton made a motion to accept the Manager's Report. Allison Kelly seconded the motion.

Allison Kelly asked Cheryl to highlight what they can expect from the Park TV Station.

Cheryl Ennis explained that the TV Station would be the same as what you would see in a hotel where they show the activities etc., It would be a station for Holiday Park where we could highlight the activities and events upcoming in the park.

A vote was called on the motion to approve the managers' report. Motion carried.

Cheryl Ennis stated that decals for owners are coming up and we would love to have some volunteers to help, dates and times are in the Happenings and if you could help, it would be greatly appreciated.

8. Bi-fold Door Replacement

Cheryl Ennis received a quote from Acousti Engineering in the amount of \$7,558.00 to replace the accordion partition.

Public Comment – none

Rod Lindsay suggested that we table this item as they haven't been used in several years.

Joanne Gaughan suggested that maybe have them removed and the strip that is attached taken down as well.

Becky Earnest made "a motion to remove the doors and fix up the area where the doors were". Harald Albinus seconded the motion. A vote was called. Motion carried.

9. Recreation Building Soffit Repair

Cheryl Ennis received an estimate to repair the soffit on the roof with A.L. Phoenix Construction for \$650.00.

Joanne Gaughan asked for a motion to repair the soffit. Donald Wink made "a motion for the repair of the soffit". Molly Stone seconded the motion.

Bob Shearer, 382 Holiday Park asked whether the soffit was cracked from water damage.

Cheryl explained that it is old concrete overlay / stucco and it is falling away from the joist and needs to be re-nailed.

Joanne Gaughan called for a vote for the repair. Motion carried.

10. By-Laws – Review (Regular meetings and Workshop meeting)

Joanne Gaughan stated that at the last meeting it was suggested, by Rod Lindsay, that there was a discrepancy in the wording of “Regular” Meeting and “Workshop” Meetings in the By – Laws. Joanne Gaughan asked Rod Lindsay how he would like to differentiate between the two.

Rod Lindsay stated that he thinks that our 1st Meeting should be “Regular” Meeting and the second should be called “Workshop” Meeting. He also said that he does not think we should be voting at a “Workshop” Meeting whereas we are voting at both now.

Joanne Gaughan stated that the Board can vote at either meeting.

Phil Matton asked whether we have to have a vote by residents in order to do this change to the By-Laws.

Joanne asked for a motion to re-word the By-Laws to remove “Regular” from #2 making the change to read “Workshop”.

Allison Kelly made a motion to change #2 from Second Regular (“Workshop”) Monthly Meeting to say #2 “Workshop” Monthly Meeting. Becky Earnest seconded the motion.

Jean Beach, 1090 Moonlight CT, asked if you were allowed to vote at the “Workshop” Meetings.

Donald Wink asked that if we change #2 to “Workshop” and eliminate the word second is there still the word first in #1?

Molly Stone asked if we were going to leave off the word First?

Allison Kelly rescinded her original motion and made “a motion to change E #1 to read “Regular” Monthly Meeting, and E #2 to read “Workshop” Monthly Meeting”. Becky Earnest seconded the motion.

Harald Albinus said he thought that if we were allowed to vote at both meetings, shouldn’t it be equally important as the first meeting therefore the attendance be the same?

Allison Kelly explained that since we follow the Sunshine Laws, its states that it is the “Regular” Monthly Meeting regarding the attendance.

Harald Albinus thinks that we should then refrain from voting at a “Workshop” Meeting if there is no attendance change.

As Joanne Gaughan stated that if you refrain from voting at the Workshop Meeting it would takes months to get anything accomplished.

A vote was called. Motion carried with one opposed.

10a. *Added to the agenda* – Attendance Record Sheet for Board Members

Joanne Gaughan stated at the last meeting it was discussed as to whether we should post an attendance record on the bulletin board for the Trustees along with the minutes, which also gives the attendance in the first paragraph of the minutes. She would like a motion to prepare an attendance record for the Trustees to be posted. No Trustee made a motion.

Becky Earnest thinks that it is a waste of paper and time. It is already in the meeting minutes.

Molly Stone stated that it is already posted in the minutes as to who was there and who was not.

11. Public Comment

Jean Beach, 1090 Moonlight CT., just wanted to make a comment to the Park Manager, it is great to see such Pro-Active things going on and wanted to thank Cheryl for all of her work.

Mike Earnest, 205 Borel Circle, suggested that the entrance to the park from the Drug Store down needs to have some attention to the planters. Some of the new plants that were put in are dying, and it is his understanding that the irrigation system is not working and needs to be replaced.

Cheryl stated that Dwayne (grounds crew) waters plants weekly.

Barbara Hoffman, 1021 Little CT., raised the question again as to why we haven’t raised the amount of money that renters would pay for parking decals so that it would give them more incentive when leaving the park to bring the decal to the office. With renters coming in and out it is very hard to keep track of them. We should make it a sizable amount of money that would be refundable and that way they would come in for the refund.

Rene St. Pierre, 222 Fantasy CT., asked if Cheryl has a budget for maintenance, or does she have to go in front of the Board for every item.

Joanne Gaughan explained that she has the authority to spend up to \$500.00 before coming to the Board for approval.

Mr. St. Pierre suggested that that amount should be increased to at least \$1,000.00, so that she does not have to wait to bring before the Board.

12. Trustees remarks

Rod Lindsay, agenda item for the next meeting should have Reconstruction of the Bocce Court added.

Donald Wink said that the group of people that met for the beautification of the Park would have a meeting the first week of December and would like to have it on the next agenda for discussion.

Allison Kelly would like to put out to the residents regarding the talent that we have in this Park and asked that if you have a talent such as plumbers or electricians to let us try and use this to help with different things in the park so that we utilize what we can do and come forward so that we can beautify our Park and work together.

Molly Stone has had several comments from residents just coming back into the park saying how impressed they are with what they are seeing.

Becky Earnest – reminder that the next Fundraiser will be at the Texas Roadhouse on December 12th, coupons will be in the Rec Hall. Also, when walking at night please use a flashlight, people need to take responsibility.

Rod Lindsay, in January there will be two dates posted to register the vehicles / trailers in the Compound, the vehicles will have to come up to the Rec Hall to be inspected before decal can be issued.

Phil Matton, wanted it to be brought up regarding the DOR and how we need to have a vote on the changes to be made by all the owners in the park.

Allison stated that she will give her 60 day reports at that time as to what benchmark we are at.

Joanne Gaughan said that to follow along that line, Allison is Chairperson of the DOR Committee. The next meeting is set for December 19 at 3pm. It is an open meeting. It is strongly suggested that people attend, as this is important. You will be able to make comments and recommendations and they will be taken under advisement.

Joanne Gaughan also wants to thank the HPPOA who has given funding toward the Employee Luncheon. She also said that the Board will have an opening come January. Please send a letter of intent if interested.

13. Adjournment

Becky Earnest made a motion to adjourn the meeting. Allison Kelly seconded the motion. A vote was called. Meeting adjourned at 7:50pm.

Port Malabar Holiday Park Profit & Loss Budget Performance October 2013

Ordinary Income/Expense	Oct 13	Oct 13	Annual Budget	\$ Budget Left	% Budget Used	Annual Budget
Income						
325 · Special Assessments						
0325200 · Gross Assessments	0.00	0.00	1,476,288.00	1,476,288.00	0.0%	1,476,288.00
0325290 · Assessment Adjustments	0.00	0.00	-51,788.00	-51,788.00	0.0%	-51,788.00
0325295 · Transferred to Debt Service Fund	-21,849.25	-21,849.25	-262,200.00	-240,350.75	8.33%	-262,200.00
2325200 · From Gross Assessments- DebtSvc	21,849.25	21,849.25	262,200.00	240,350.75	8.33%	262,200.00
Total 325 · Special Assessments	0.00	0.00	1,424,500.00	1,424,500.00	0.0%	1,424,500.00
334-389 · Other Revenue Sources						
0341900 · Service Charges	742.90	742.90	5,000.00	4,257.10	14.86%	5,000.00
0361100 · Interest Income	114.50	114.50	2,500.00	2,385.50	4.58%	2,500.00
0369900 · Other Income	20.00	20.00	2,000.00	1,980.00	1.0%	2,000.00
0369902 · Laundry Income	149.25	149.25	1,000.00	850.75	14.93%	1,000.00
0369903 · Property Maintenance Income	0.00	0.00	500.00	500.00	0.0%	500.00
Total 334-389 · Other Revenue Sources	1,026.65	1,026.65	11,000.00	9,973.35	9.33%	11,000.00
Total Income	1,026.65	1,026.65	1,435,500.00	1,434,473.35	0.07%	1,435,500.00
Gross Profit	1,026.65	1,026.65	1,435,500.00	1,434,473.35	0.07%	1,435,500.00
Expense						
511 · Gen Govt- Legislative						
0511451 · Board Bond Ins	33.76	33.76	700.00	666.24	4.82%	700.00
0511491 · Election Fees	0.00	0.00	1,600.00	1,600.00	0.0%	1,600.00
0511522 · Uniforms- Board	0.00	0.00	200.00	200.00	0.0%	200.00
Total 511 · Gen Govt- Legislative	33.76	33.76	2,500.00	2,466.24	1.35%	2,500.00
512-513 · Gen Govt- Exec, Fin & Admin						
0512130 · Payroll - Executive	3,832.42	3,832.42	45,000.00	41,167.58	8.52%	45,000.00
0512210 · Payroll Taxes - Executive	346.47	346.47	4,050.00	3,703.53	8.56%	4,050.00
0512230 · Health Insurance - Executive	629.30	629.30	8,320.00	7,690.70	7.56%	8,320.00
0512240 · Workers Comp Ins- Executive	219.53	219.53	775.00	555.47	28.33%	775.00
0512400 · Travel Reimb - Executive	0.00	0.00	200.00	200.00	0.0%	200.00
0512551 · Education/Training- Exec	0.00	0.00	1,000.00	1,000.00	0.0%	1,000.00
0513130 · Payroll - Admin	3,091.14	3,091.14	33,000.00	29,908.86	9.37%	33,000.00
0513210 · Payroll Taxes - Admin	279.46	279.46	3,915.00	3,635.54	7.14%	3,915.00

Port Malabar Holiday Park Profit & Loss Budget Performance October 2013

	Oct 13	Oct 13	Annual Budget	\$ Budget Left	% Budget Used	Annual Budget
0513230 - Health Insurance - Admin	870.33	870.33	11,506.00	10,635.67	7.56%	11,506.00
0513240 - Workers Comp Ins - Admin	178.73	178.73	800.00	621.27	22.34%	800.00
0513321 - Professional Fees - Auditing	0.00	0.00	10,500.00	10,500.00	0.0%	10,500.00
0513322 - Contract Accounting Services	825.00	825.00	10,200.00	9,375.00	8.09%	10,200.00
0513340 - Payroll-related Services	196.00	196.00	1,700.00	1,504.00	11.53%	1,700.00
0513341 - Temporary Office Services	0.00	0.00	11,000.00	11,000.00	0.0%	11,000.00
0513400 - Travel Reimb- Admin	0.00	0.00	200.00	200.00	0.0%	200.00
0513421 - Postage	12.22	12.22	1,400.00	1,387.78	0.87%	1,400.00
0513441 - Equipment Lease- Office	135.46	135.46	1,700.00	1,564.54	7.97%	1,700.00
0513462 - R&M Office Equipment	0.00	0.00	1,000.00	1,000.00	0.0%	1,000.00
0513495 - Advertising Legal	0.00	0.00	2,800.00	2,800.00	0.0%	2,800.00
0513496 - Bank Charges	5.00	5.00	300.00	295.00	1.67%	300.00
0513497 - Advertising - Office	0.00	0.00	0.00	0.00	0.0%	0.00
0513499 - Non Capitalized Equip- Office	0.00	0.00	1,500.00	1,500.00	0.0%	1,500.00
0513510 - Office Expense	216.66	216.66	5,000.00	4,783.34	4.33%	5,000.00
Total 512-513 - Gen Govt- Exec, Fin & Admin	10,837.72	10,837.72	155,866.00	145,028.28	6.95%	155,866.00
514 - Gen Govt- Legal Counsel						
0514311 - Professional Fees - Legal	857.50	857.50	8,000.00	7,142.50	10.72%	8,000.00
0514312 - Legal - Deed Rest. Enf.	0.00	0.00	3,000.00	3,000.00	0.0%	3,000.00
Total 514 - Gen Govt- Legal Counsel	857.50	857.50	11,000.00	10,142.50	7.8%	11,000.00
517 - Gen Govt Svcs- Debt Svc Payment						
2517710 - Principal Expense	18,997.22	18,997.22	168,200.00	149,202.78	11.29%	168,200.00
2517720 - Interest Expense	2,852.03	2,852.03	94,000.00	91,147.97	3.03%	94,000.00
Total 517 - Gen Govt Svcs- Debt Svc Payment	21,849.25	21,849.25	262,200.00	240,350.75	8.33%	262,200.00
519 - Gen Govt- Other Gen Govt						
0519411 - Telephone & Communications	509.32	509.32	6,500.00	5,990.68	7.84%	6,500.00
0519431 - Utilities - Electric	4,344.37	4,344.37	62,000.00	57,655.63	7.01%	62,000.00
0519432 - Utilities - Gas	630.44	630.44	2,000.00	1,369.56	31.52%	2,000.00
0519433 - Utilities - Water & Sewer	141.47	141.47	9,000.00	8,858.53	1.57%	9,000.00
0519434 - Storm Water Management	665.50	665.50	3,100.00	2,434.50	21.47%	3,100.00
0519442 - Equipment Lease- General	95.00	95.00	2,800.00	2,705.00	3.39%	2,800.00
0519451 - Insurance - Liability	809.83	809.83	9,000.00	8,190.17	9.0%	9,000.00

Port Malabar Holiday Park Profit & Loss Budget Performance October 2013

	Oct 13	Oct 13	Annual Budget	\$ Budget Left	% Budget Used	Annual Budget
0519452 - Insurance - Property	1,174.91	1,174.91	14,000.00	12,825.09	8.39%	14,000.00
0519462 - Property Maintenance Expense	0.00	0.00	1,500.00	1,500.00	0.0%	1,500.00
0519491 - Cable - TV	12,843.81	12,843.81	162,000.00	149,156.19	7.93%	162,000.00
0519497 - Other Expense	30.38	30.38	100.00	69.62	30.38%	100.00
0519499 - Non-Cap Equipment- Gen Govt	0.00	0.00	0.00	0.00	0.0%	0.00
0519521 - Supplies Decals & Badges	0.00	0.00	800.00	800.00	0.0%	800.00
0519541 - Taxes, Fees & Licenses	175.00	175.00	30,000.00	29,825.00	0.58%	30,000.00
Total 519 - Gen Govt- Other Gen Govt	21,420.03	21,420.03	302,800.00	281,379.97	7.07%	302,800.00
529 - Public Safety- Other Public Saf						
0529130 - Payroll - Gate	7,112.70	7,112.70	90,000.00	82,887.30	7.9%	90,000.00
0529210 - Payroll Taxes - Gate	643.84	643.84	8,100.00	7,456.16	7.95%	8,100.00
0529230 - Health Insurance - Gate	0.00	0.00	0.00	0.00	0.0%	0.00
0529240 - Workers Comp Ins- Gate	413.44	413.44	4,600.00	4,186.56	8.99%	4,600.00
0529460 - R&M Gate	0.00	0.00	1,700.00	1,700.00	0.0%	1,700.00
0529490 - Flags	0.00	0.00	300.00	300.00	0.0%	300.00
0529499 - Non Capitalize Equip- Gate	0.00	0.00	300.00	300.00	0.0%	300.00
0529520 - Supplies - Gate	21.27	21.27	1,000.00	978.73	2.13%	1,000.00
0529521 - Uniforms- Gate	0.00	0.00	200.00	200.00	0.0%	200.00
Total 529 - Public Safety- Other Public Saf	8,191.25	8,191.25	106,200.00	98,008.75	7.71%	106,200.00
539 - Physical Env- Other Phys Env						
0539130 - Payroll - Custodians	6,325.90	6,325.90	87,200.00	80,874.10	7.25%	87,200.00
0539210 - Payroll Taxes - Custodial	571.86	571.86	7,848.00	7,276.14	7.29%	7,848.00
0539230 - Health Ins- Custodial	1,533.22	1,533.22	22,620.00	21,086.78	6.78%	22,620.00
0539240 - Workers Comp Ins-Custodial	326.51	326.51	4,375.00	4,048.49	7.46%	4,375.00
0539340 - Contract Services - Custodial	0.00	0.00	0.00	0.00	0.0%	0.00
0539400 - Travel Reimbursement Custodial	0.00	0.00	100.00	100.00	0.0%	100.00
0539461 - R&M Buildings	673.75	673.75	4,000.00	3,326.25	16.84%	4,000.00
0539462 - R&M Lighting- Rec Center	86.94	86.94	400.00	313.06	21.74%	400.00
0539463 - R&M Equipment	105.00	105.00	3,000.00	2,895.00	3.5%	3,000.00
0539499 - Non Capitalized Equip-Custodial	0.00	0.00	500.00	500.00	0.0%	500.00
0539520 - Custodial Supplies	506.57	506.57	4,000.00	3,493.43	12.66%	4,000.00
0539521 - Uniforms- Custodial	0.00	0.00	200.00	200.00	0.0%	200.00

Port Malabar Holiday Park Profit & Loss Budget Performance October 2013

	Oct 13	Oct 13	Annual Budget	\$ Budget Left	% Budget Used	Annual Budget
Total 539 - Physical Env- Other Phys Env	10,129.75	10,129.75	134,243.00	124,113.25	7.55%	134,243.00
541 - Transportation- Road & Street						
0541461 - R&M Streets	336.54	336.54	1,000.00	663.46	33.65%	1,000.00
0541463 - R&M Signage	0.00	0.00	900.00	900.00	0.0%	900.00
0541464 - R&M Drainage	1,756.56	1,756.56	2,600.00	843.44	67.56%	2,600.00
Total 541 - Transportation- Road & Street	2,093.10	2,093.10	4,500.00	2,406.90	46.51%	4,500.00
572 - Culture/Rec- Parks & Recreation						
0572130 - Payroll - Grounds Crew	12,501.82	12,501.82	164,280.00	151,778.18	7.61%	164,280.00
0572210 - Payroll Taxes - Grounds	1,138.87	1,138.87	14,785.00	13,646.13	7.7%	14,785.00
0572230 - Health Insurance-Grounds	840.07	840.07	26,271.00	25,430.93	3.2%	26,271.00
0572240 - Workers Comp Ins-Grounds	663.68	663.68	8,200.00	7,536.32	8.09%	8,200.00
0572341 - Contract Svcs - Lawn Crew	5,588.56	5,588.56	65,000.00	59,411.44	8.6%	65,000.00
0572342 - Landscape Management	88.94	88.94	10,000.00	9,911.06	0.89%	10,000.00
0572431 - Landscape Trash Removal	145.60	145.60	2,200.00	2,054.40	6.62%	2,200.00
0572461 - R&M Grounds Equipment	981.08	981.08	4,500.00	3,518.92	21.8%	4,500.00
0572462 - R&M Pools & Rec Facilities	1,553.18	1,553.18	12,800.00	11,246.82	12.13%	12,800.00
0572463 - R&M Irrigation System	0.00	0.00	5,000.00	5,000.00	0.0%	5,000.00
0572464 - Sound Wall Maintenance	1,301.05	1,301.05	1,000.00	-301.05	130.11%	1,000.00
0572468 - Vehicle Repair	188.66	188.66	500.00	311.34	37.73%	500.00
0572499 - Non Capitalized Equip-Grounds	1,240.80	1,240.80	2,500.00	1,259.20	49.63%	2,500.00
0572521 - Supplies - Grounds	195.43	195.43	4,500.00	4,304.57	4.34%	4,500.00
0572522 - Fuel	1,256.66	1,256.66	15,000.00	13,743.34	8.38%	15,000.00
0572523 - Fertilizer	0.00	0.00	300.00	300.00	0.0%	300.00
0572524 - Supplies Recreational	49.20	49.20	300.00	250.80	16.4%	300.00
0572525 - Uniforms- Grounds	0.00	0.00	350.00	350.00	0.0%	350.00
0572526 - Landscape Supplies	20.94	20.94	3,000.00	2,979.06	0.7%	3,000.00
0572551 - Education/Training- Parks & Rec	0.00	0.00	300.00	300.00	0.0%	300.00
Total 572 - Culture/Rec- Parks & Recreation	27,754.54	27,754.54	340,786.00	313,031.46	8.14%	340,786.00
701 - Capital Outlay						
0519621 - Cap Outlay-Buildings & Imp	0.00	0.00	16,000.00	16,000.00	0.0%	16,000.00
0519631 - Cap Outlay-Infrastructure	0.00	0.00	15,000.00	15,000.00	0.0%	15,000.00
0519641 - Cap Outlay-Grounds Equipment	0.00	0.00	5,000.00	5,000.00	0.0%	5,000.00

Port Malabar Holiday Park

Profit & Loss Budget Performance

October 2013

0519642 · Cap Outlay-Furn, Fixt & Eq

Total 701 · Capital Outlay

Total Expense

Net Ordinary Income

Other Income/Expense

Other Income

8381100 · Appropriated PY Reserves

Total Other Income

Other Expense

8000099 · Contingency Expense

8581100 · Budgeted Return to Reserves

Total Other Expense

Net Other Income

Net Income

Oct 13	Oct 13	Annual Budget	\$ Budget Left	% Budget Used	Annual Budget
0.00	0.00	1,000.00	1,000.00	0.0%	1,000.00
0.00	0.00	37,000.00	37,000.00	0.0%	37,000.00
103,166.90	103,166.90	1,357,095.00	1,253,928.10	7.6%	1,357,095.00
-102,140.25	-102,140.25	78,405.00			78,405.00
0.00	0.00	0.00	0.00	0.0%	0.00
0.00	0.00	0.00	0.00	0.0%	0.00
0.00	0.00	13,405.00	13,405.00	0.0%	13,405.00
0.00	0.00	65,000.00	65,000.00	0.0%	65,000.00
0.00	0.00	78,405.00	78,405.00	0.0%	78,405.00
0.00	0.00	-78,405.00			-78,405.00
-102,140.25	-102,140.25	0.00			0.00

Loan Balances at Month-End

		<u>Loan 2055</u>	<u>Loan 9155</u>	<u>Loan 5455</u>
QB Loan Balances on 09/30/2013		740,609.36	443,636.27	476,000.03
Less Principal Pymt in Debt Service Fund Acct 00100002010000				
	<u>For Month</u>			
	Oct-13	-8,183.77	-4,367.75	-6,445.70
	Nov-13			
	Dec-13			
	Jan-14			
	Feb-14			
	Mar-14			
	Apr-14			
	May-14			
	Jun-14			
	Jul-14			
	Aug-14			
	Sep-14			
Calculated Loan Balances for QuickBooks		732,425.59	439,268.52	469,554.33
Adj for current payment posted in wrong month		8,183.77	0.00	6,445.70
Calculated Loan Balances to match Bank Statements		<u>740,609.36</u>	<u>439,268.52</u>	<u>476,000.03</u>
ME Loan Balances Per Bank Statements		<u>740,609.36</u>	<u>439,268.52</u>	<u>476,000.03</u>
Difference		0.00	0.00	0.00

1:45 PM

12/02/13

Accrual Basis

Port Malabar Holiday Park

Income & Expense by Fund

October 2013

Ordinary Income/Expense

	00 General		02 Debt Svc		TOTAL	
	Oct 13	Oct 13	Oct 13	Oct 13	Oct 13	Oct 13
Income						
325 - Special Assessments						
0325295 - Transferred to Debt Service Fund	-21,849.25	-21,849.25	0.00	0.00	-21,849.25	-21,849.25
2325200 - From Gross Assessments- DebtSvc	0.00	0.00	21,849.25	21,849.25	21,849.25	21,849.25
Total 325 - Special Assessments	-21,849.25	-21,849.25	21,849.25	21,849.25	0.00	0.00
334-389 - Other Revenue Sources						
0341900 - Service Charges	742.90	742.90	0.00	0.00	742.90	742.90
0361100 - Interest Income	114.50	114.50	0.00	0.00	114.50	114.50
0369900 - Other Income	20.00	20.00	0.00	0.00	20.00	20.00
0369902 - Laundry Income	149.25	149.25	0.00	0.00	149.25	149.25
Total 334-389 - Other Revenue Sources	1,026.65	1,026.65	0.00	0.00	1,026.65	1,026.65
Total Income	-20,822.60	-20,822.60	21,849.25	21,849.25	1,026.65	1,026.65
Gross Profit	-20,822.60	-20,822.60	21,849.25	21,849.25	1,026.65	1,026.65
Expense						
511 - Gen Govt- Legislative						
0511451 - Board Bond Ins	33.76	33.76	0.00	0.00	33.76	33.76
Total 511 - Gen Govt- Legislative	33.76	33.76	0.00	0.00	33.76	33.76
512-513 - Gen Govt- Exec, Fin & Admin						
0512130 - Payroll - Executive	3,832.42	3,832.42	0.00	0.00	3,832.42	3,832.42
0512210 - Payroll Taxes - Executive	346.47	346.47	0.00	0.00	346.47	346.47
0512230 - Health Insurance - Executive	629.30	629.30	0.00	0.00	629.30	629.30
0512240 - Workers Comp Ins- Executive	219.53	219.53	0.00	0.00	219.53	219.53
0513130 - Payroll - Admin	3,091.14	3,091.14	0.00	0.00	3,091.14	3,091.14
0513210 - Payroll Taxes - Admin	279.46	279.46	0.00	0.00	279.46	279.46
0513230 - Health Insurance - Admin	870.33	870.33	0.00	0.00	870.33	870.33
0513240 - Workers Comp Ins - Admin	178.73	178.73	0.00	0.00	178.73	178.73
0513322 - Contract Accounting Services	825.00	825.00	0.00	0.00	825.00	825.00
0513340 - Payroll-related Services	196.00	196.00	0.00	0.00	196.00	196.00
0513421 - Postage	12.22	12.22	0.00	0.00	12.22	12.22
0513441 - Equipment Lease- Office	135.46	135.46	0.00	0.00	135.46	135.46
0513496 - Bank Charges	5.00	5.00	0.00	0.00	5.00	5.00
0513510 - Office Expense	216.66	216.66	0.00	0.00	216.66	216.66
Total 512-513 - Gen Govt- Exec, Fin & Admin	10,837.72	10,837.72	0.00	0.00	10,837.72	10,837.72
514 - Gen Govt- Legal Counsel						
0514311 - Professional Fees - Legal	857.50	857.50	0.00	0.00	857.50	857.50
Total 514 - Gen Govt- Legal Counsel	857.50	857.50	0.00	0.00	857.50	857.50
517 - Gen Govt Svcs- Debt Svc Payment						
2517710 - Principal Expense	0.00	0.00	18,997.22	18,997.22	18,997.22	18,997.22

Port Malabar Holiday Park Income & Expense by Fund October 2013

	00 General		02 Debt Svc		TOTAL	
	Oct 13	Oct 13	Oct 13	Oct 13	Oct 13	Oct 13
2517720 • Interest Expense	0.00	0.00	2,852.03	2,852.03	2,852.03	2,852.03
Total 517 • Gen Govt Svcs- Debt Svc Payment	0.00	0.00	21,849.25	21,849.25	21,849.25	21,849.25
519 • Gen Govt- Other Gen Govt						
0519411 • Telephone & Communications	509.32	509.32	0.00	0.00	509.32	509.32
0519431 • Utilities - Electric	4,344.37	4,344.37	0.00	0.00	4,344.37	4,344.37
0519432 • Utilities - Gas	630.44	630.44	0.00	0.00	630.44	630.44
0519433 • Utilities - Water & Sewer	141.47	141.47	0.00	0.00	141.47	141.47
0519434 • Storm Water Management	665.50	665.50	0.00	0.00	665.50	665.50
0519442 • Equipment Lease- General	95.00	95.00	0.00	0.00	95.00	95.00
0519451 • Insurance - Liability	809.83	809.83	0.00	0.00	809.83	809.83
0519452 • Insurance - Property	1,174.91	1,174.91	0.00	0.00	1,174.91	1,174.91
0519491 • Cable - TV	12,843.81	12,843.81	0.00	0.00	12,843.81	12,843.81
0519497 • Other Expense	30.38	30.38	0.00	0.00	30.38	30.38
0519541 • Taxes, Fees & Licenses	175.00	175.00	0.00	0.00	175.00	175.00
Total 519 • Gen Govt- Other Gen Govt	21,420.03	21,420.03	0.00	0.00	21,420.03	21,420.03
529 • Public Safety- Other Public Saf						
0529130 • Payroll - Gate	7,112.70	7,112.70	0.00	0.00	7,112.70	7,112.70
0529210 • Payroll Taxes - Gate	643.84	643.84	0.00	0.00	643.84	643.84
0529240 • Workers Comp Ins- Gate	413.44	413.44	0.00	0.00	413.44	413.44
0529520 • Supplies - Gate	21.27	21.27	0.00	0.00	21.27	21.27
Total 529 • Public Safety- Other Public Saf	8,191.25	8,191.25	0.00	0.00	8,191.25	8,191.25
539 • Physical Env- Other Phys Env						
0539130 • Payroll - Custodians	6,325.90	6,325.90	0.00	0.00	6,325.90	6,325.90
0539210 • Payroll Taxes - Custodial	571.86	571.86	0.00	0.00	571.86	571.86
0539230 • Health Ins- Custodial	1,533.22	1,533.22	0.00	0.00	1,533.22	1,533.22
0539240 • Workers Comp Ins-Custodial	326.51	326.51	0.00	0.00	326.51	326.51
0539461 • R&M Buildings	673.75	673.75	0.00	0.00	673.75	673.75
0539462 • R&M Lighting- Rec Center	86.94	86.94	0.00	0.00	86.94	86.94
0539463 • R&M Equipment	105.00	105.00	0.00	0.00	105.00	105.00
0539520 • Custodial Supplies	506.57	506.57	0.00	0.00	506.57	506.57
Total 539 • Physical Env- Other Phys Env	10,129.75	10,129.75	0.00	0.00	10,129.75	10,129.75
541 • Transportation- Road & Street						
0541461 • R&M Streets	336.54	336.54	0.00	0.00	336.54	336.54
0541464 • R&M Drainage	1,756.56	1,756.56	0.00	0.00	1,756.56	1,756.56
Total 541 • Transportation- Road & Street	2,093.10	2,093.10	0.00	0.00	2,093.10	2,093.10
572 • Culture/Rec- Parks & Recreation						
0572130 • Payroll - Grounds Crew	12,501.82	12,501.82	0.00	0.00	12,501.82	12,501.82
0572210 • Payroll Taxes - Grounds	1,138.87	1,138.87	0.00	0.00	1,138.87	1,138.87
0572230 • Health Insurance-Grounds	840.07	840.07	0.00	0.00	840.07	840.07
0572240 • Workers Comp Ins-Grounds	663.68	663.68	0.00	0.00	663.68	663.68
0572341 • Contract Svcs - Lawn Crew	5,588.56	5,588.56	0.00	0.00	5,588.56	5,588.56

1:45 PM

12/02/13

Accrual Basis

Port Malabar Holiday Park Income & Expense by Fund October 2013

	00 General		02 Debt Svc		TOTAL	
	Oct 13	Oct 13	Oct 13	Oct 13	Oct 13	Oct 13
0572342 · Landscape Management	88.94	88.94	0.00	0.00	88.94	88.94
0572431 · Landscape Trash Removal	145.60	145.60	0.00	0.00	145.60	145.60
0572461 · R&M Grounds Equipment	981.08	981.08	0.00	0.00	981.08	981.08
0572462 · R&M Pools & Rec Facilities	1,553.18	1,553.18	0.00	0.00	1,553.18	1,553.18
0572464 · Sound Wall Maintenance	1,301.05	1,301.05	0.00	0.00	1,301.05	1,301.05
0572468 · Vehicle Repair	188.66	188.66	0.00	0.00	188.66	188.66
0572499 · Non Capitalized Equip-Grounds	1,240.80	1,240.80	0.00	0.00	1,240.80	1,240.80
0572521 · Supplies - Grounds	195.43	195.43	0.00	0.00	195.43	195.43
0572522 · Fuel	1,256.66	1,256.66	0.00	0.00	1,256.66	1,256.66
0572524 · Supplies Recreational	49.20	49.20	0.00	0.00	49.20	49.20
0572526 · Landscape Supplies	20.94	20.94	0.00	0.00	20.94	20.94
Total 572 · Culture/Rec- Parks & Recreation	27,754.54	27,754.54	0.00	0.00	27,754.54	27,754.54
Total Expense	81,317.65	81,317.65	21,849.25	21,849.25	103,166.90	103,166.90
Net Ordinary Income	-102,140.25	-102,140.25	0.00	0.00	-102,140.25	-102,140.25
Net Income	-102,140.25	-102,140.25	0.00	0.00	-102,140.25	-102,140.25

1:41 PM
12/02/13
Accrual Basis

Port Malabar Holiday Park
Balance Sheet
As of October 31, 2013

	Oct 31, 13
ASSETS	
Current Assets	
Checking/Savings	
0101000 · TD Operating	67,359.75
0101100 · SunTrust Operating	41,213.60
0101500 · TD Fixed Rate Account	338,374.39
0102100 · Petty Cash	876.94
0104100 · SBA - Operating Account	73,596.67
0104500 · SBA Restricted fund B	6,393.23
0104509 · SBA Restr Fund B- Inv Gain(Loss)	864.53
Total Checking/Savings	528,679.11
Accounts Receivable	
0115100 · Accounts Receivable	1,300.00
Total Accounts Receivable	1,300.00
Total Current Assets	529,979.11
Fixed Assets	
0161900 · Land	223,836.00
0162900 · Buildings & Improvements	1,022,176.74
0163900 · AD - Buildings & Improvements	-652,590.40
0164900 · Infrastructure	3,269,508.46
0165900 · AD - Infrastructure	-511,579.93
0166910 · Furn, Fixtures & Equipment	93,768.01
0166920 · Grounds Equipment	76,736.77
0166930 · Computer Software	2,187.85
0167910 · AD - Furn, Fixtures & Equipment	-81,277.62
0167920 · AD - Grounds Equipment	-53,028.85
0167930 · AD - Computer Software	-2,187.85
Total Fixed Assets	3,387,549.18
Other Assets	
0155000 · Prepaid Expenses	12,225.75
0170910 · Capitalized Loan Fees	52,239.00
0170920 · Accum Amortization	-24,959.46
Total Other Assets	39,505.29
TOTAL ASSETS	3,957,033.58
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
0202000 · Accounts Payable	27,954.92
Total Accounts Payable	27,954.92
Credit Cards	
0202100 · Lowes Business Account	53.34
Total Credit Cards	53.34
Other Current Liabilities	
0203010 · Loan 1 Curr Portion - TD 5455	78,858.79
0203020 · Loan 2 Curr Portion - TD 2055	79,160.85
0203030 · Loan 3 Curr Portion - TD 9155	52,800.11
0216000 · Accrued Wages Payable	4,131.21
0217000 · Accrued Taxes Payable	375.73
0220000 · Customer Deposits	1,095.78
2215000 · Accrued Interest Payable	370.33
Total Other Current Liabilities	216,792.80
Total Current Liabilities	244,801.06

1:41 PM

12/02/13

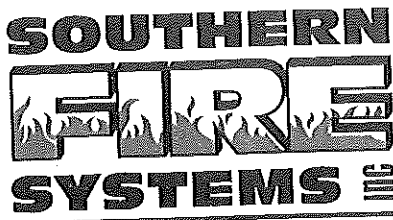
Accrual Basis

Port Malabar Holiday Park

Balance Sheet

As of October 31, 2013

	<u>Oct 31, 13</u>
Long Term Liabilities	
0203910 · Loan 1- TD 5455	397,141.24
0203920 · Loan 2- TD 2055	661,448.51
0203930 · Loan 3- TD 9155	<u>390,836.16</u>
Total Long Term Liabilities	<u>1,449,425.91</u>
Total Liabilities	1,694,226.97
Equity	
0271000 · Fund Balance- Unreserved	844,162.00
0274000 · Invested in capital assets	1,241,263.23
8007 · Retained Earnings	279,521.63
Net Income	<u>-102,140.25</u>
Total Equity	<u>2,262,806.61</u>
TOTAL LIABILITIES & EQUITY	<u><u>3,957,033.58</u></u>



RESTAURANT • INDUSTRIAL • MARINE PROTECTION

Mailing Address:
P.O. Box 237345
Cocoa, Florida 32923-7345
(321) 636-6222

LIC#223433-0001-2011
LIC#223433-0002-2011

RECEIVED
NOV 18 2013

INVOICE

3435

BY:

REMARKS / INVOICE TO:

Hus Mat. 2.5

1752 Huntington Ln. #65
Rockledge, FL 32955

SOLID
D
T
O
Holiday Park
215 Holiday Park RD
Palm Bay FL 32907
TELEPHONE NO. 724-2240

PLEASE PAY FROM THIS INVOICE. NO STATEMENT WILL BE SENT.

WORK DESCRIPTION		UNIT PRICE	EXTENSION
Hood exhaust degreasing hood systems. Hoods leak some through seams and may drip some after leaving.			
Cleaned up all debris and mopped			\$300
Semi annual system service on Ansul system			\$100
Greased both upper and lower bearings in the exhaust fan.			\$35
Belt sizes for both exhaust fans 4L250 - AX24			
QUANTITY	PARTS DESCRIPTION		
3	360° Links	\$12	\$36
7	Ansul nozzle caps	\$6	\$42
2	New zeck fittings installed in exhaust fan	\$863	\$1726
1	Service charge	N/C	

Customer/authorized agent/undersigned has fully inspected all work performed by Southern Fire Systems (SFS), inside and outside the premises, that ALL debris generated by the degreasing process was removed and is completely satisfied with the performance of the job.
Customer/authorized agent/undersigned has fully inspected inside and outside premises and agrees that no damage was caused by SFS. Any pre-existing damages/defects may be hand written above.
Customer/authorized agent/undersigned was advised prior to work being performed that grease alone and the degreasing process may damage/discolor roof.
In no event shall SFS be liable for incidental or consequential damages nor shall SFS's liability for any claims or damage arising out of or connected with this agreement, or the manufacture, sale, delivery or use of products, or the rendition of services with which this agreement is

concerned exceed the purchase price of such products or services.
Customer agrees that the venue for any action brought as a result of this agreement shall be in Brevard County, Florida and this agreement shall be governed by the laws of State of Florida.
Amounts due become delinquent upon the tenth of the month following invoice date and are subject to a 1.5% service charge per month or \$10 minimum, whichever is greater. Any returned checks will be subject to a \$50 handling fee.
This writing is intended by the parties as the final expression of their agreement and is the complete and exclusive statement of the terms of their agreement. No statements or representations which are not contained in this agreement are binding upon SFS and it is understood that any such statements and representations were intended to, and did not, form a part of this agreement.

TAXABLE

TAX

INVOICE
TOTAL

\$530.26

By signing and/or paying this document, customer represents that he/she has read the entire agreement and agrees to the terms and conditions set forth herein. X

Signature

Date

Print Name

Port Malabar Holiday Park Mobile Home Park Recreation District
Bid Tabulation

Project Name: Roadway Stripping

Date: 12/6/2013

Project Description: 4" stripping along both sides of Holiday Park, Sunflower, Greenview, Center and Blossom

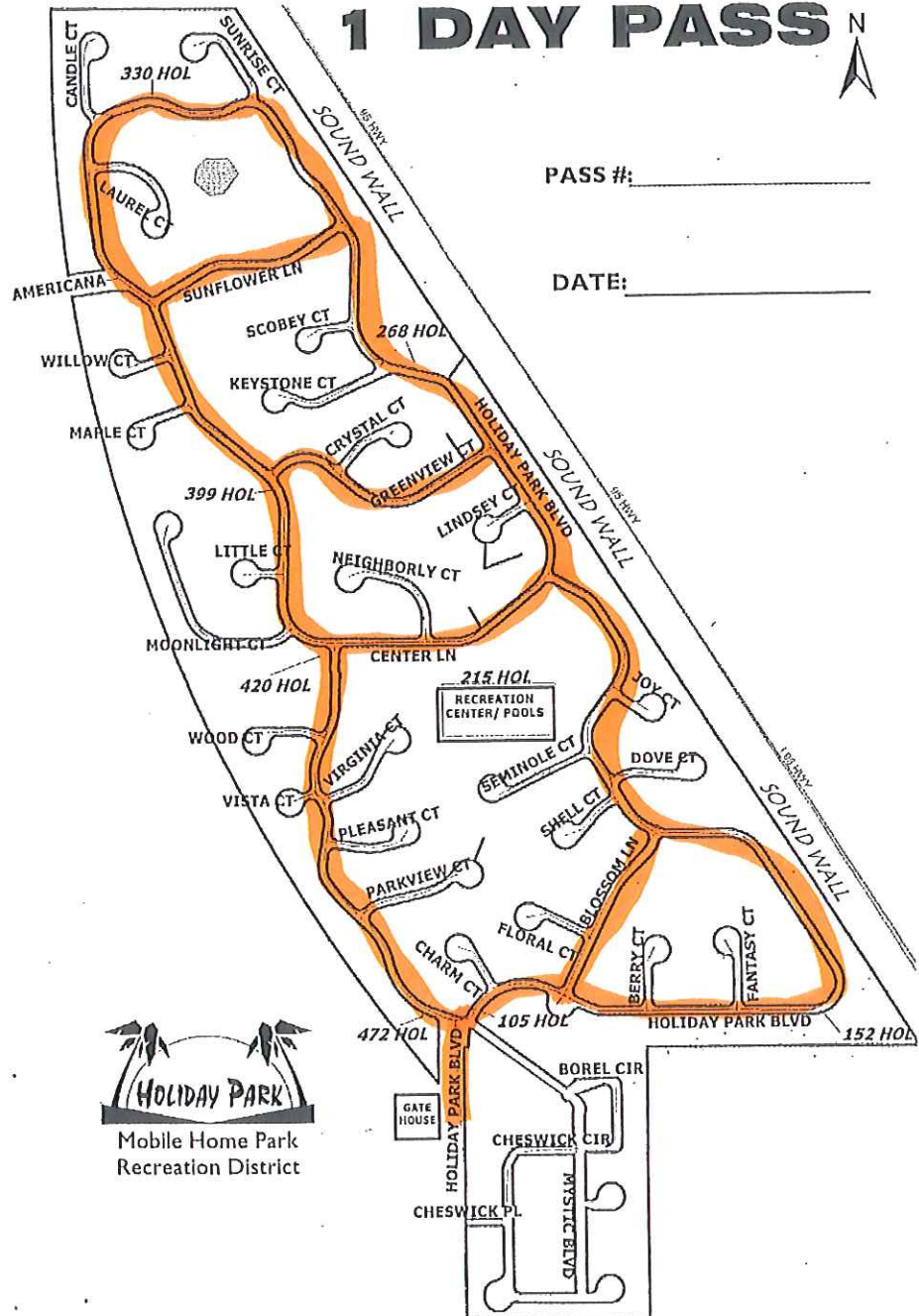
Contractor:	Price:
All Florida Striping & Parking	\$4,356.00
Burton Striping	\$4,767.00

1 DAY PASS



PASS #: _____

DATE: _____



P

PLEA

SPE

VISI
POS
PRI
REC

RID
RES
CRI
PRI

PA

1.1

EX

PORT MALABAR HOLIDAY PARK MOBILE HOME RECREATION DISTRICT

BOARD of TRUSTEES

BY - LAWS

ARTICLE I PURPOSE OF BY-LAWS

These by-laws of the Port Malabar Holiday Park Mobile Home Park Recreation District (the "District") are intended to implement the authorities and powers granted to the District by Sections 418.33 through 418.309, Florida Statutes, and the Charter of the District enacted as Ordinance 83-52 of the City of Palm Bay, as amended.

ARTICLE II DISTRICT OFFICE

The principal office of the District shall be located at 215 Holiday Park Boulevard, NE Palm Bay, Florida 32907. The District may have such other offices as the Board of Trustees may designate or as the business of the District may from time to time require.

ARTICLE III ANNUAL ORGANIZATIONAL MEETING OF THE BOARD OF TRUSTEES

The Board of Trustees of the District shall hold an annual organizational meeting on the first Tuesday after the first Monday in January of each year.

(A) Trustees elected at the preceding general election shall take their respective oaths of office, which oaths shall be administered by a public officer or such other person as may be empowered to administer the oath under the laws of the State of Florida.

(B) The Trustees shall elect from among their members, officers designated as Chairman, First Vice-Chairman, Second Vice-Chairman, Secretary, Assistant Secretary, Treasurer and Assistant Treasurer. No Trustee shall hold any one of the said offices for more than two consecutive years unless his or her election, for the third or subsequent consecutive year, receives the unanimous approval of the Board of Trustees.

ARTICLE IV MEETINGS OF THE BOARD OF TRUSTEES

Meetings of the Board of Trustees shall be held and conducted as follows:

(A) Meetings of the Board of Trustees shall be held on the second and fourth Monday of each month at the hour of 7:00 P.M. unless otherwise rescheduled by the Board of Trustees or the Chairman. A "Regular" meeting will be held on the second Monday of each month with the "Workshop" meeting held on the fourth Monday of each month. No Regular meeting shall be rescheduled by the Chair unless written notice of the date and time of such rescheduled meeting is

given to each Trustee and is posted as public notice for two working days in advance at the office of the District.

(B) Special Meetings of the Board of Trustees may be called by the Chairman or the written request of any five Trustees. Notice of the date and time of any special meeting shall be posted as a public notice for seven days in advance at the office of the District. The notice of any Special Meeting shall include the agenda for such Special Meeting, and no items of business may be considered by the Board of Trustees at such Special Meeting other than those set forth in the published agenda.

(C) Five Trustees shall constitute a quorum of the Board of Trustees for the transaction of business at any Regular or Special meeting. Except as otherwise provided in these by-laws, the charter of the District or Chapter 418, Florida Statutes, the favorable vote of a majority of the members of the Board present at any Regular or Special meeting shall be necessary for any action to be adopted by the Board.

(D) The Chairman or other presiding officer of the Board of Trustees shall conduct all meetings of the Board in accordance with these By-Laws. Members of the public will be invited to speak on all motions made and seconded during public meetings prior to any motion being voted on by the Board, except motions to table, adjourn, and other non-debatable motions. After being recognized by the Chairmen, a speaker must come to the microphone and give his or her name and address for the record, and may speak for up to three (3) minutes on the item under consideration.

(1) The public will also be invited to speak on any item at other times as outlined on the agenda. After being recognized by the Chairman, a speaker must come to the microphone give his or her name and address for the record, and may speak for up to three (3) minutes.

(2) Any person who disrupts the proceedings at any meeting may be declared out of order by the presiding officer, and if the disruption does not cease, may be asked to leave the meeting premises.

(E) The general form for the agenda at each meeting of the Board of Trustees shall be as follows:

(1). **“Regular” Monthly Meetings**

- (a) Meeting called to order
- (b) Invocation
- (c) Pledge of Allegiance
- (d) Roll Call
- (e) Announcements by Chairman
- (f) Approval of minutes of previous meeting
- (g) Treasurer’s Report
- (h) Old business
- (i) New Business
- (j) Public Comment
- (k) Trustees remarks or announcements
- (l) Adjournment

(2) **“Workshop” Monthly Meeting**

- (a) Meeting called to order
- (b) Invocation
- (c) Pledge of Allegiance
- (d) Roll Call
- (e) Announcements by Chairman
- (f) Approval of minutes of previous meeting
- (g) District’s Attorney’s Report
- (h) District Manager’s report
- (i) Workshop Items
- (j) Public Comment
- (k) Trustees remarks or announcements
- (l) Adjournment

(3). **Special Meetings**

- (a) Meeting called to order
- (b) Invocation
- (c) Pledge of Allegiance
- (d) Roll Call
- (e) Announcements by Chairman
- (f) Business (limited to subjects advertised)
- (g) Public Comment
- (h) Trustees remarks or announcements
- (i) Adjournment

(4). **Numbering of Business Items.**

The Board of Trustees adopts the following numbering system which shall be used to tract business items and said numbers will remain with the business item until its conclusion. The responsibility of maintaining a log and assigning the numbers will be the office. The hyphenated numbering system shall be as follows: NAME OR SUBJECT- MEETING DATE-ITEM NUMBER.

**ARTICLE V REMOVAL OF TRUSTEES; ATTENDANCE
REQUIREMENT FOR REGULAR MEETINGS**

As provided by Chapter 418, Florida Statutes, a Trustee may be removed by the Board of Trustees for misfeasance or malfeasance in office. The removal of a Trustee shall be accomplished only after the Chairman or other presiding officer of the Board gives written notice to the Trustee whose removal is proposed, which written notice shall set forth the specific reasons for the proposed removal and the date and time of the meeting at which the Board of Trustees will consider such removal.

Removal of a Trustee shall be accomplished by a vote of a majority of the Trustees present at such meeting, exclusive of the Trustee whose removal is proposed.

Removal of a Trustee shall be accomplished by a vote of a majority of the Trustees present at such meeting, exclusive of the Trustee whose removal is proposed.

All Trustees shall be required to attend regular meetings of the Board and a Trustee who fails to attend three consecutive first regular meetings of the Board shall be deemed to have committed misfeasance in office unless he or she is able to show good cause to the Board why he or she should not be removed from office. In determining whether any Trustee has shown good cause for such absences, the Board may consider mitigating circumstances presented by the Trustee whose removal is proposed; provided however, vacations or seasonal residency in locations outside the District shall never be deemed to be good cause for absences at regular meetings.

ARTICLE VI FILLING OF VACANCIES ON THE BOARD OF TRUSTEES

If the office of any member of the Board of Trustees becomes vacant prior to the expiration of such member's term of office the Board of Trustees shall fill the vacancy by majority vote of the remaining Trustees by appointment of a successor from among the electors of the District. Such appointed member shall hold office for the remainder of the term of the vacant office. In the event that any election shall fail to fill a seat of a Trustee, the Board of Trustees shall fill the seat by appointment of a successor, by a majority vote of the remaining Trustees, from among the electors of the District. Such appointed member shall hold office for the remainder of the term of the office.

ARTICLE VII OFFICERS

The officers of the District shall be a Chairman, First Vice-Chairman, Second Vice-Chairman, Secretary, Assistant Secretary, Treasurer, And Assistant Treasurer.

The officers shall be elected by the Board of Trustees at the annual organizational meeting of the Board as provided in Article III of the by-laws, and shall hold office for a period of one year or until their respective successors have been elected and qualified for office.

Any officer may be removed by the Board of Trustees as its discretion whenever the Board deems that the best interest of the District will be served by such removal. A vacancy in any office shall be filled by the Board of Trustees for the portion of the term of such office as 'provided in Article VI of these by-laws.

The officers shall have the following duties:

(A) Chairman- The Chairman shall be the principal executive officer of the District and, subject to the control of the Board of Trustees, shall generally supervise and control all of the business and affairs of the District. He or she shall, when present, preside at all meetings of the Board of Trustees, and shall vote on all matters submitted to a vote of the Board of Trustees. He or she may sign, with the Secretary or any other proper officer of the District authorized by the Board of Trustees, all instruments which the Board of Trustees has authorized to be executed. The

(B) Vice-Chairman- The First Vice Chairman shall, in the absence of the Chairman, assume all duties of the Chairman. The Second Vice-Chairman, shall in the absence of both the Chairman and the First Vice-Chairman, assume all duties of the Chairman. When serving as Chairman, the First Vice-Chairman or the Second Vice-Chairman shall also be subject to all of the restrictions upon the Chairman and such other restrictions as may from time to time be imposed by the Board of Trustees.

(C) Secretary and Assistant Secretary- The Secretary shall present the minutes of all proceedings of the Board of Trustees, correct minutes as ordered by the Board, cause notices of meetings and meeting agenda to be posted as requires and shall notify each member of the Board of Trustees of all special or rescheduled meetings. The Secretary shall also be the custodian of the public records of the District, shall sign with the Chairman any official instruments of the District and shall in general perform all duties as from time to time may be assigned by the Board of Trustees. In the absence of the Secretary, the Assistant Secretary shall assume all duties of the Secretary.

(D) Treasurer and Assistant Treasurer- The Treasurer shall have charge and custody of and be responsible for all funds of the District, and shall ascertain that accurate accounts are maintained of all receipts and disbursements from those funds.

The Treasurer shall (I) review the proposed annual budget as presented by the District Manager; (II) annually established a predetermined schedule for review and consideration of the budget; (III) assure the proposed budget is presented to the Board of Trustees at the Workshop Meeting in April; (IV) assure that District Manager presents the proposed budget to the Board of Trustees at the public meeting in May; (V) assure that the two budget hearings required by law are held; (VI) assure that the annual budget is mailed to the owners of real property within the District in June of each year; (VII) oversee all fiscal procedures performed by the District, Management staff, including review of monthly financial statements; (VIII) review proposals for qualified accounting firms to serve as District Auditor and review the recommendation of the District Manager as to the appointment of the District Auditor; (IX) review and make recommendations to the Board of Trustees concerning all proposals for the purchase of insurance by the district. In the absence of the Treasurer, the Assistant Treasurer shall assume and perform all duties of the Treasurer.

(E) Order of Succession for Presiding Officer- The order of succession for presiding officer of the Board of Trustees shall be as follows:

Chairman
-First Vice-Chairman
--Second Vice-Chairman
---Secretary
----Assistant Secretary
-----Treasurer
-----Assistant Treasurer
-----Trustees who are not
otherwise officers in
respective order of
their seniority.

ARTICLE VIII APPOINTING COMMITTEES

All Trustees shall have the authority to recommend to the Board the appointment of such committees as may be necessary to assist in carrying out its duties. The appointment of any such committees requires the approval of the Board of Trustees.

ARTICLE IX SAFETY MEETINGS

Safety meetings shall be held as recommended by Risk Management, the Board of Trustees or the District Manager

ARTICLE X DISTRICT MANAGER

The Board of Trustees shall employ the services of a District Manager, who shall have responsibility for management and control of the day to day activities of the District in accordance with such position. The position description for the District Manager shall be adopted by the Board of Trustees and shall continue from time to time and will be reviewed and revised as necessary by the Board.

ARTICLE XI AMENDMENTS

Amendments to these by-laws may be introduced by any Trustee in writing. The Secretary shall post notice of proposed By-Law change at the office of the District at least 10 business days prior to the regular meeting of the board of Trustees at which such amendment is considered.

The Board of Trustees shall conduct a public hearing on the proposed amendment at the regular meeting at which the amendment is considered by the Board.

No amendment of these by-laws shall become effective unless the same is approved by a vote of majority of the members of the Board of Trustees.*

* The By-Laws were adopted 3/1/2006, and were amended effective 11/13/2007, 4/13/2009, 1/11/2010, 9/13/2010 and 9/24/2012.

Draft from Meeting 11-25-13 – waiting for approval

**AMENDMENT TO PORT MALABAR HOLIDAY PARK
MOBILE HOME DISTRICT RECREATION DISTRICT
BOARD OF TRUSTEES BY-LAWS**

THIS AMENDMENT made this 9 day of December, 2013, by Port Malabar Holiday Park Mobile Home District Recreation District (hereinafter Holiday Park).

WITNESSETH

WHEREAS, Holiday Park is a Mobile Home Park Recreation District organized and existing pursuant to Chapter 418 of the Florida Statutes and Ordinance 83-52 of the City of Palm Bay, as amended; and,

WHEREAS, on March 13, 2006, the original By-Laws of Holiday Park were adopted; and,

WHEREAS, Article XI of the original By-Laws reserved unto the Board of Trustees the power to amend the By-Laws; and,

WHEREAS, On December 9, 2013, the Board of Trustees, at a noticed public hearing, adopted an amendment to Article VI and Article V of the By-Laws.

NOW THEREFORE, in accordance with the By-Laws of Holiday Park, the following amendments are made:

(A) Meetings of the Board of Trustees shall be held on the second and fourth Monday of each month at the hour of 7:00 P.M. unless otherwise rescheduled by the Board of Trustees or the Chairman. A "Regular" meeting will be held on the second Monday of each month with the "Workshop" meeting held on the fourth Monday of each month. No Regular meeting shall be rescheduled by the Chair unless written notice of the date and time of such rescheduled meeting is given to each Trustee and is posted as public notice for two working days in advance at the office of the District.

(E) The general form for the agenda at each meeting of the Board of Trustees shall be as follows:

- (1). **"Regular" Monthly Meetings**
- (2). **"Workshop" Monthly Meeting**

ARTICLE V REMOVAL OF TRUSTEES; ATTENDANCE

All Trustees shall be required to attend regular meetings of the Board and a Trustee who fails to attend three consecutive first regular meetings of the Board shall be deemed to have committed misfeasance in office unless he or she is able to show good cause to the Board why he or she should not be removed from office.

2. This amendment to Article VI was approved by a majority vote of the Board of Trustees.
3. The remaining provisions of the By-Laws dated March 13, 2006, as amended 11/13/07 and 4/13/09, 1/11/2010, 9/13/2010, 9/24/2012 unless modified herein, shall remain in full force and effect.

I CERTIFY that the foregoing amendment was passed and adopted in accordance with the By-Laws of Port Malabar Holiday Park Mobile Home District Recreation.

Port Malabar Holiday Park Mobile Home
District Recreation

By: _____
Chairman, Board of Trustees

ATTEST:

Secretary

STATE OF FLORIDA)
COUNTY OF BREVARD)

BEFORE ME personally appeared _____, Chairman, and _____, Secretary to me well known and known to me to be the persons described and executed the foregoing amendment to By-laws as Chairman and Secretary of Port Malabar Holiday Park Mobile Home District Recreation District and severally acknowledged to me and before that they executed said instrument for the purposes therein expressed. Witness my hand and official seal this _____ day of _____, 2013 in the foresaid county and state.

Notary Public

BULK CABLE SERVICE AND RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of ~~June 8, 2014~~ December 3, 2013 (the "Effective Date"), by and between Port Malabar Holiday Park Mobile Home Park Recreational District, a special purpose local government ("Customer") located at 215 NE Holiday Park Boulevard, Palm Bay Florida, 32907, and Bright House Networks, LLC ("BHN"), with offices at 720 Magnolia Avenue, Melbourne, Florida 32935.

Recitals

Customer is the District that operates the Mobile Home Park known as Port Malabar Holiday Park located at 215 N.E. Holiday Park Boulevard, Palm Bay Florida, 32937 more particularly described on **Exhibit A** (the "Premises") with seven hundred and three(703) total Units (as defined below), and desires BHN to provide Services (as defined below), to the Units. BHN has a franchise, certificate or other legal right to provide such services in Palm Bay, Brevard County, Florida (the "Territory"), and desires to provide such services to the Units.

In consideration of the mutual covenants, terms and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Definitions

"Bulk Services" shall mean Bulk Standard Cable Service.

"Bulk Standard Cable Service" shall mean the television channels provided by BHN on a bulk basis hereunder, the initial lineup of which is set forth in **Exhibit B**. BHN reserves the right, in its sole discretion from time to time, to make changes, additions or deletions to this initial channel lineup.

"Competitive Service" shall mean any service that competes with or is substantially similar to any BHN Service.

"FCC" shall mean the Federal Communications Commission.

"Other Services" shall include telephone service, digital television, movie channels, pay services, pay-per-view channels, pay-per-view programs, video on demand, Internet services, personal computer data networking services, and any other one- or two-way entertainment, data, home security, information or telecommunications services available now or in the future (other than Bulk Services) which BHN in its sole discretion decides to offer to the Units.

"Services" shall mean Bulk Services and Other Services collectively.

"System" shall mean a system of coaxial cable, fiber optic cable or lines, and/or other types of cable lines, and/or other wire-line or wireless delivery system located on the Premises that is owned and used by BHN for the provision of Services.

"Resident" shall mean any resident or tenant of any Unit.

"Term" shall mean the period of effectiveness of this Agreement as set forth in Section 2.

"Unit" shall mean any residential dwelling unit or home site at the Premises.

Terms & Conditions

1. **Bulk Services.** Subject to the terms and conditions of this Agreement, Customer hereby grants to BHN the right to provide Bulk Services to each Unit. Customer shall supply to BHN the names and Unit numbers of Residents at reasonable intervals. Customer shall fully cooperate with BHN to prevent, but shall not be liable for,

(i) any unauthorized possession of cable converters or channel selectors, and (ii) any unauthorized reception of the Services.

2. **Term.** This Agreement shall be in effect for an initial term commencing on the Effective Date and expiring ten (10) years after the date on which BHN activates billing for Services hereunder, and shall remain in effect and be automatically renewed for successive three (3)-year terms thereafter unless Customer or BHN provides to the other party written notice of non-renewal at least ninety (90) days prior to expiration of the then-current term.

3. **Exclusivity.** Customer hereby grants to BHN the exclusive right, during the first ten (10) years of the Term, to (a) market any Service, including but not limited to any home monitoring service, at the Premises or via any website, communications, materials or other means directed to the Premises or to any Unit or Resident, and (b) provide high-speed internet service at the Premises. Where any law or regulation prohibits Customer from granting or BHN from receiving exclusive rights to the extent granted in this Section 3, then this Section 4 shall be deemed automatically amended to grant BHN exclusive rights to the maximum extent allowed under such law or regulation. Customer shall not grant to any third party any right to provide any Competitive Service at the Premises on a bulk billing or exclusive basis, or the exclusive right to market any Competitive Service at the Premises or via any website, communications, materials or other means directed to the Premises or to any Unit or Resident.

4. **Bulk Services Fee.** Effective January 1, 2014, the fee for Bulk Services shall initially be nineteen dollars and ten cents (\$19.10) (plus applicable taxes and fees) (the "Bulk Services Fee"). Customer shall pay the Bulk Services Fee for each Unit. Once annually, BHN may increase the Bulk Services Fee not more than five percent (5%) per year. BHN shall invoice Customer on the first day of each month for the Bulk Services Fee on a monthly basis in advance, and payment by the Customer shall be due within thirty (30) days after the date of such invoice; provided that if BHN fails to issue Customer an invoice prior to the first day of any month for which Bulk Services are being provided, such failure shall not constitute a waiver of the Bulk Services Fee for such month, and Customer promptly shall pay such invoice when delivered by BHN.

5. **Other Services.** BHN may contract directly with any Resident to provide Other Services directly to such Resident. BHN shall set the fees for Other Services and shall bill such Resident directly for such fees. Customer shall not be liable for such fees owed by any Resident.

6. **Ownership of the System; Electricity.** During the Term, (a) the System and all property (other than the System) placed on the Premises by BHN (the "BHN Property") shall be and remain the sole and exclusive property of BHN and shall not be deemed to be affixed to or to become part of the Premises, (b) BHN shall have the sole and exclusive right to possession of and dominion and control over the System and BHN Property, (c) Customer shall not, and shall not authorize any third party (including but not limited to any Resident) to, tamper with, attach to or use any portion of the System or BHN Property, or interfere with the provision of any Service, without the prior written authorization of BHN, (d) any use of the System or any BHN Property by Customer or any third party, whether with or without the consent of BHN, shall not disturb BHN's continued right to ownership of such property, (e) Customer shall provide BHN sufficient access to the Premises' electrical system to provide the Services, and (f) BHN may remove any and all of the System and any BHN Property. Customer shall be responsible for all costs associated with the repair of any damage to the System arising out of any breach of clause (c) above. If BHN fails to remove by the end of the Term any part of the System or any BHN Property, then BHN shall be deemed to have abandoned such property in place, and title to such property automatically shall vest in Customer. Notwithstanding the foregoing, following the Term, BHN may lease any portion of the System and/or BHN Property to any third party pursuant to such terms and conditions as may be agreed to by such parties.

7. **Damage to Premises.** If BHN damages the Premises through improper or negligent installation, inspection, removal, maintenance, testing, replacement, relocation or upgrading of the System or any of the BHN Property, BHN shall promptly repair such damage at BHN's sole cost and expense.

8. **Service Interruptions.** BHN shall not be liable for any interruption of Bulk Services other than interruptions of more than twenty-four (24) consecutive hours caused by reasons within BHN's control, in which event BHN's sole liability for such interruption shall be to make available to Customer a pro rata credit against the Bulk Services Fee calculated based on the length of such interruption.

9. **Costs and Attorney's Fees.** If it becomes necessary for either party to enforce or defend its rights created herein against the other party, the prevailing party shall be entitled to reimbursement from the other party of all costs, including reasonable attorney's fees through appeal, incident to enforcement or defense of its rights.

10. **Customer Service.** BHN shall provide customer service in accordance with any applicable (a) franchise agreement with the Territory, (b) FCC regulation and (c) legal requirement. BHN shall maintain a local or toll-free telephone number which shall be available to its subscribers twenty-four (24) hours a day, seven (7) days a week. BHN representatives shall be available to respond to Customer telephone inquiries during normal business hours. BHN shall begin working on any service interruption promptly and in no event later than the next business day after notification of the interruption, excluding any interruption resulting from any condition beyond the control of BHN.

11. **Complimentary Service.** BHN shall provide three (3) complimentary accounts, two (2) with Basic & Standard Cable service and one (1) with Digital Cable service to the Property. These complimentary accounts will be provided on the Premises to the Club House and /or common areas under the control of the District. Certain restrictions will apply to programming to be viewed in common areas. No pay per view or premium channels or Music Choice will be available to these accounts.

11.2 **Community Channel.** Within ninety (90) days of the full execution of this Agreement, BHN shall commence the modification of the System to accommodate a Community Channel. Once complete, BHN shall provide and install equipment and wiring necessary for Customer to utilize as a Community Channel in digital format via the System on the Premises. The equipment exclusive of the wiring shall be owned by Customer, who shall be responsible for the maintenance and repair of the equipment. BHN will provide the necessary digital bandwidth capacity on the System to accommodate the Community Channel and shall designate the cable channel position for same. Customer agrees not to use the Camera Channel for any purpose that would be contrary to local, state or federal law. Customer hereby indemnifies and holds BHN harmless for any claims, liability or damages that may accrue or arise as a result of Customer's use of the Community Channel and equipment. Customer acknowledges that BHN's channel lineup may change from time to time and that Customer may be compelled by such change to re-assign the location of the Community Channel.

12. **Promotion of Services.** Customer shall (b) make available any material provided by BHN describing the Services to current and prospective Residents; (c) display BHN's marketing and sales materials in any sales office and common areas of or for the Premises; (e) permit BHN to display signage at mutually agreed locations on the Premises; (f) permit BHN to periodically host events at the Premises (at BHN's expense) in order to introduce and sell Services to current and prospective Residents subject to approval; and Customer shall promptly direct to BHN any request for any Service received from any Resident.

13. **Inspection of System; Notification Requirement.** Customer shall promptly notify BHN when Customer becomes aware of (a) any damage to, or forced or unauthorized access to or use of, the System, including any pedestal, lockbox, or other secured or accessible area housing any components of the System, or (b) any condition or occurrence that is likely to adversely affect the System or provision of Services.

14. **Operation and Maintenance.** BHN shall, at its own expense, operate and maintain the System and keep same in good repair in accordance with all applicable governmental regulations concerning technical standards, including those standards set forth in 47 CFR Sec.76.601-630 ; provided that Customer shall inform BHN of the location of all private underground utilities and other private facilities owned by the Customer on the Premises and shall be responsible for all costs associated with the repair of any damage to any such utility or facility caused by any failure of Customer to properly inform BHN of the location thereof. BHN shall have the right to modify the format, technical specifications and/or means of delivery of any Service, feature or television channel, regardless of whether such modification requires the use by any Resident of additional, replacement or modified equipment in order to receive such Service, feature or channel. BHN will provide Digital Adapters ("DAs") for up to two (2) additional outlets to each Unit at no extra charge for the term of the agreement. In the event a Resident's consumer premises equipment is unable to receive any Service, feature or television channel, the Resident shall be responsible for obtaining the necessary equipment, either through purchase at retail or leasing from BHN, in order to receive those Services, features or television channels.

15. **Easement and Access Rights.** The parties hereto have previously executed an Easement and Memorandum of Agreement which has been recorded in the real property records of Brevard County Official Records Book 6474 page 324. ~~On the date of signing of this Agreement, the parties hereto shall execute an Easement and Memorandum of Agreement substantially in the form of Exhibit D. BHN may record such Easement and Memorandum of Agreement at any time in the real property records of any jurisdiction wherein the Premises are located.~~ BHN shall comply with all laws and regulations applicable to the performance of this Agreement and shall not interfere with other utility lines and related improvements situated on the Premises.

16. **Notices.** All notices or communications between the parties shall be in writing and be served by certified mail, express delivery courier service or personal delivery at the addresses set forth below:

If to BHN: Bright House Networks, LLC
Attn: Vice President / General Manager
720 Magnolia Avenue
Melbourne, FL 32935

If to Customer: Port Malabar Holiday Park Mobile Home Park Recreation District
Attn: District Manager
215 NE Holiday Park Boulevard
Palm Bay, FL 32907

17. **Default and Remedies.** If either party shall continue to be in material breach of this Agreement for thirty (30) days after receiving written notice thereof, then without further notice, the other party may terminate this Agreement upon written notice to the party in breach. All rights, privileges and remedies of the parties shall be cumulative, and the exercise of any one shall not be a waiver of any other. Either party may waive any provision hereunder, or any breach or default thereof by the other party, provided that any such waiver must be in writing and signed by the party giving the waiver. No such waiver shall be deemed a waiver of any other provision or breach or default thereof.

18. **Governing Law and Jurisdiction.** This Agreement shall be construed and governed in accordance with the laws of the State of Florida. Each party (a) consents to the personal jurisdiction of the state and federal courts having jurisdiction over the Territory, (b) stipulates that the proper, exclusive and convenient venues for all legal proceedings arising out of this Agreement are Brevard County, Florida, for a state court proceeding, and the United States District Court for the Middle District of Florida – Orlando Division, for a federal court proceeding, (c) waives any defense, whether asserted by motion or pleading, that any of the above venues are improper or inconvenient, and (d) waives any right to a jury trial.

19. **Severability.** If any portion of this Agreement is rendered invalid or otherwise unenforceable under any law or regulation or by a governmental, legal or regulatory authority with jurisdiction over the parties, then the remainder of this Agreement shall continue in full force unless such continuance will deprive one of the parties of a material benefit hereunder or frustrate the main purpose(s) of this Agreement. In such event, the party that has been deprived of such material benefit (the "Affected Party") may notify the other, and the parties promptly thereafter shall use their reasonable best efforts to replace or modify the invalid or unenforceable provision with a provision that, to the extent not prohibited by any law or regulation, achieves the purposes intended under the invalid or unenforceable provision. If the parties are unable to reach agreement on replacement or modification of the invalid or unenforceable provision within sixty (60) days after notification from the Affected Party, then the Affected Party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

20. **Insurance.** BHN agrees to maintain the following insurance coverage throughout the Term of this Agreement and all successive renewals:

Commercial General Liability in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate;

Worker's Compensation, subject to statutory limits of the State of Florida, and Employer's Liability limit of Each Accident \$100,000, Disease Policy Limit \$500,000, Disease Each Employee \$100,000, in respect of any work or operations covering all employees, contractors, agents and representatives of BHN; Automobile

Liability including hired and non-owned Combined Single Limit of \$1,000,000. Umbrella Liability of \$2,000,000 per occurrence/aggregate.

BHN will supply a Certificate of Insurance upon request within thirty (30) days of the request. The Certificate of Insurance shall name the Owner as an additional insured except for the Workers' Compensation coverage.

21. **Force Majeure.** Notwithstanding anything to the contrary in this Agreement, neither party shall be liable or in default for any delay or failure of performance resulting directly from any factor beyond the control of the nonperforming party, including but not limited to acts of God; acts of any civil or military authority; acts of any public enemy; terrorism; war; hurricanes, tornadoes, storms, earthquakes, forest fires or floods; governmental regulation or intervention; or strikes, lockouts, or other work interruptions.

22. **Representation and Warranties.** Each individual executing this Agreement below represents and warrants that he or she is fully authorized to (i) execute and deliver this Agreement to the other party on behalf of the party for which he or she is signing and (ii) legally bind the party for which he or she is signing. Customer represents and warrants that (a) Customer has the full authority to fully perform its obligations hereunder and to grant the rights granted to BHN herein, (b) no party has any contractual right or any interest in the Premises that conflicts with any rights granted hereunder, and (c) the Premises is not part of a bankruptcy proceeding, foreclosure action, or deed-in-lieu-of-foreclosure transaction. BHN represents and warrants that BHN has the full authority to fully perform its obligations hereunder.

23. **No Warranties; Limitation of Liability.** Except as expressly stated in this Agreement, BHN makes no representations or warranties, express or implied, regarding the system or the services, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose, and all such warranties are hereby disclaimed. Neither party shall be liable to the other or to any third party for any indirect, special, punitive or consequential damages, including, but not limited to, damages based on loss of service, rent, profits or business opportunities.

24. **Indemnification.** Each party shall indemnify, defend and hold the other harmless from and against all liability, loss, costs, damages, and reasonable attorneys' fees ("Losses") arising out of any third party claim arising out of any negligence, willful misconduct or breach of this Agreement (including but not limited to any representation or warranty hereunder) by the indemnifying party, its agents or employees. BHN shall indemnify, defend and hold Customer harmless from and against all Losses arising out of any third party claim resulting directly from BHN's exercise of its rights granted hereunder. Customer shall indemnify, defend and hold BHN harmless from and against all Losses arising out of any third party claim resulting directly from Customer's operation of the Premises.

25. **Loss of Rights.** This Agreement shall terminate automatically if BHN no longer has any right to provide any Service in the Territory. Neither party shall incur any liability as a result of any such termination.

26. **Confidentiality/Non-disclosure.** Except when required by law, each party shall keep the terms and conditions of this Agreement in strict confidence and shall not disclose any such information to any third party, except that each party may disclose such information to any of its current or prospective attorneys, accountants, financial advisors, partners, and/or others as necessary for such party hereto reasonably to conduct its business. Such party hereto shall advise such third parties of the confidential nature of this Agreement and require such third parties to maintain its terms and conditions in strict confidence.

27. **Assignment.** Either party may assign this Agreement. Prior to any assignment, Customer shall provide BHN with thirty (30) days prior written notice. Customer's notice shall include the full legal name and contact information, including address and telephone number, for the assignee. Customer shall make the assumption of this Agreement a condition of any sale, transfer, assignment, or devise of any of the Premises or any conversion of any of the Premises into condominiums and shall not be relieved of its obligations hereunder until such assumption by the applicable purchaser, transferee, assignee or devisee or the homeowner's association. Any purported assignment, or purported sale, transfer, assignment or devise of any of the Premises by Customer, or purported conversion of any of the Premises into condominiums, other than in accordance with this section, shall be

null and void. Each party acknowledges that any breach of this section by Customer will cause irreparable harm for which damages may not be an adequate remedy and further acknowledge that in addition to any other remedies that may be available at law, BHN may apply for all available equitable relief including injunctive relief. This Agreement shall run with the land and inure to the benefit of and be binding upon the undersigned and their respective heirs, successors and assigns.

28. Survival. The terms of Sections 2, 6, 24, 25, 26, 27, 28 and 30 shall survive the expiration or termination of this Agreement for any reason.

29. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original.

30. Entire Agreement. This Agreement, the Exhibits hereto and the related Easement and Memorandum of Agreement contain the entire agreement between the parties. This Agreement may not be altered, except upon mutual agreement evidenced by an instrument in writing. This Agreement supersedes all other previous agreements between the parties.

IN WITNESS THEREOF, the parties hereto have executed this Agreement this _____ day of _____, 201~~1~~³

**Port Malabar Holiday Park Mobile Home Park
Recreation District**

Witness:

By: _____

Kissinger _____

Print Name

By: _____

Name: _____ Joanne ~~Goughan~~^A Richard

Title: Chairman

Witness:

By: _____

Print Name

State of _____ }

County of _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 201~~1~~³, by ~~Richard Kissinger~~ Joanne ~~Goughan~~^A, Chairman of the Board of Trustees for the Port Malabar Holiday Park Mobile Home Park Recreation District. He is personally known to me, or has produced his/her _____ (state) driver's license, or his _____ (type of identification) as identification, and did/did not take an oath.

Notary Public; State of _____

Print Name

My Commission Expiration _____

My Commission No. _____

IN WITNESS THEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2011.

Witness:

Bright House Networks, LLC

By: _____

By: _____

Print Name

Name: Paul E. Hanson, Jr.

Title: Vice President of Operations/General Manager

Witness:

By: _____

Print Name

State of Florida }
 }
County of Brevard }

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Paul E. Hanson, Jr. He is personally known to me and did/did not take an oath.

Notary Public; State of Florida

My Commission Expiration

Print Name

My Commission No.

EXHIBIT A

Legal Description of Premises

A parcel of land in Sections 32 and 33, Township 28 South, Range 37 East, Brevard County, Florida, being more particularly described as follows:

1. A portion of Lots 15 thru 18, 31 and 32 in said Section 32 as shown on the Plat of FLORIDA INDIAN RIVER LAND COMPANY as recorded in Plat Book 1, Page 164 of the Public Records of Brevard County, Florida and being more particularly described as follows: COMMENCING at the Northeast corner of said Section 32; thence S00°25'38"W along the East line of said Section 32 a distance of 1432.40 feet to the Westerly RIGHT OF WAY line of INTERSTATE HIGHWAY 95 (Section 70220-2401, Brevard County, Florida) and the POINT OF BEGINNING; thence run N32°27'56"W along said Westerly RIGHT OF WAY line a distance of 1467.56 feet to the Southerly RIGHT OF WAY line of Melbourne Tillman Drainage District Canal No. 1; thence N89°43'25"W along said Southerly RIGHT OF WAY line a distance of 527.61 feet to the Easterly boundary of the Plat of PORT MALABAR UNIT EIGHT as recorded in Plat Book 14, Pages 142 thru 150 of the Public Records of Brevard County, Florida; thence run S00°16'35"W along said Easterly boundary a distance of 150 feet to the point of curvature of a circular curve to the left having a radius of 5730 feet; thence Southerly along the arc of said curve thru a central angle of 23°12'49" a distance of 2321.54 feet to the Northerly RIGHT OF WAY line of Melbourne Tillman Drainage District Canal No. 51; thence leaving the Easterly boundary of said PORT MALABAR UNIT EIGHT run S89°30'24"E along said Northerly RIGHT OF WAY line of Canal No. 51 a distance of 854.37 feet to the aforesaid East line of Section 32; thence run S00°25'38"W along said East line a distance of 120 feet to the Southerly RIGHT OF WAY line of Canal No. 51; thence leaving said East line of Section 32 run N89°30'24"W along the Southerly RIGHT OF WAY line of Canal No. 51 a distance of 800.86 feet to the aforesaid East boundary of PORT MALABAR UNIT EIGHT and a point on a circular curve to the left having a radius of 5730 feet, being concentric with the last described curve and whose center point bears N65°44'54"E; thence Southeasterly along the arc of said curve thru a central angle of 14°57'46" a distance of 1496.38 feet; thence leaving the East boundary of PORT MALABAR UNIT EIGHT run S89°38'41"E a distance of 6.60 feet to the aforesaid East line of Section 32; thence N00°25'38"E along said East line a distance of 2559.64 feet to the POINT OF BEGINNING.

Containing 6673 acres more or less.

2. All of Lot 9 and a portion of Lots 10, 11, 23 and 24 in said Section 33 as shown on said Plat of FLORIDA INDIAN RIVER LAND COMPANY and being more particularly described as follows: COMMENCING at the Northwest corner of said Section 33; thence S00°25'38"W along the West line of said Section 33 a distance of 1432.40 feet to the Westerly RIGHT OF WAY line of the aforesaid INTERSTATE HIGHWAY 95 and the POINT OF BEGINNING; thence run S32°27'56"E along said Westerly RIGHT OF WAY line a distance of 3045.86 feet to the South line of the North 1/2 of the Southwest 1/4 of said Section 33; thence along said line and leaving the Westerly RIGHT OF WAY line of INTERSTATE HIGHWAY 95 run N89°38'41"W a distance of 1647.51 feet to the aforesaid West line of Section 33; thence N00°25'38" along said West line a distance of 2559.64 feet to the POINT OF BEGINNING.

Containing 48.60 acres more or less.

3. All of Tracts A, K and L as shown on the aforesaid Plat of PORT MALABAR UNIT EIGHT as recorded in Plat Book 14, Pages 142 thru 150 of the Public Records of Brevard County, Florida.

Containing 13.29 acres more or less.

All the above described land lying in the City of Palm Bay, Brevard County, Florida and containing a total of 128.62 acres more or less.

EXHIBIT B

Channel Lineup Digital Adapter required

(subject to change)

<u>Ch</u>	<u>Programming</u>				
2	WESH NBC	50	Fox Sports Florida	1013	News 13 HD
3	WOLF FOX	51	Hallmark Channel	1016	WOPX ION HD
4	WOPX ION	55	LMN	1018/1901	WVEN Univision HD
5	WUCF PBS	56	Travel Channel	1020	WESH NBC HD
6	WKMG CBS	57	Bravo	1024	WUCF PBS HD
7	WFTV ABC	58	Golf Channel	1027	WRDQ HD
8	WKCF CW	59	Food Network	1035	WOFL HD
9	WEFS	60	truTV	1050	WDSC HD
10	WRDQ	61	HGTV	1060	WKMG CBS HD
11	TNT	62	WTMO Telemundo	1065	WRBW MyTV HD
12	TBS	64	Oxygen	1080	WKCF CW HD
13	News 13	65	E!	1090	WFTV ABC HD
14	WACX	66	Comedy Central	1102	Nickelodeon HD
15	WGN	67	BET	1122	Hallmark Channel HD
16	WRBW MyTV	68	Spike	1127	ESPN HD
17	WOTF UniMás	69	Syfy	1128	ESPN2 HD
18	WVEN Univision	70	FX	1214	Fox News HD
19	WTGL	71	CMT	1215	CNN HD
21	QVC	72	VH-1	1236	TBS HD
22	WHLV TBN	73	MTV	1237	TNT HD
23	HLN	95	Galavision	1238	USA HD
24	CNN	96	HSN	1239	A&E HD
25	CNBC	97	Zap2It	1242	History HD
26	MSNBC	195	C-SPAN	1250	HGTV HD
27	Weather Channel	196	C-SPAN 2	1252	Food Network HD
28	Fox News	197	C-SPAN 3	1255	TLC HD
29	ESPN	198	Brevard Public Schools TV	1256	Discovery HD
30	ESPN2	199	Government Access	1259	Animal Planet HD
31	Sun Sports	455	WEFS	1267	Travel Channel HD
32	Fox Sports 1	456	WEFS Classic Arts	1283	FX HD
34	Nickelodeon	457	WEFS NASA Education	1285	Spike HD
35	Disney Channel	458	WEFS Florida Channel	1286	Syfy HD
36	Cartoon Network	459	WDSC-ED	1295	Bravo HD
37	WE	460	WDSC MHz Worldview	1359	LMN HD
38	TV Land	463	WKMG RTV	1903	WOTF UniMás HD
39	USA	464	WKCF Estrella TV		
40	Lifetime	465	WRDQ Antenna TV		
41	Discovery	466	WKCF ThisTV		
42	A&E	468	WESH Me-TV		
43	History	469	WFTV Mega TV		
44	Animal Planet	470	WUCF PBS		
45	TLC	471	WUCF Create		
46	TCM	472	WUCF UCF/World		
47	Bright House Sports Network	473/908	WUCF V-me		
48	AMC				
49	Programming/NASA				