



**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

March 28, 2016 - 7:00 PM

Rebecca "Becky" Earnest
Chairman

Keith Rittscher
1st Vice-Chairman

Joanne Gaughan
Secretary

Cathleen "Cathi" Brennan
Treasurer

Vacant
Trustee

Jody Storozuk
District Manager

Harald Albinus
2nd Vice-Chairman

Marion "Molly" Stone
Assistant Secretary

Marilyn Spall
Assistant Treasurer

Rodney "Rod" Lindsay
Trustee

Karl Bohne, Jr.
District's Attorney

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

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

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



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1. Meeting call to order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Announcements by Chairman
6. Appointment to fill Vacant Trustee Position
District 4 seat
Action: Motion to appoint [name of Nominee] to fill District 4 seat
Oath of Office
7. Consideration of a By-Law Change
Attachment: Secretary, Joanne Gaughan, Posted and Letter from Bruce Crabb
Action: Motion to (approve or disapprove) By-Law Change
Trustee comment
Public comment*
Call for vote
8. Consideration of Approving the Board Meeting Minutes of March 14, 2016
Attachments: March 14, 2016 meeting minutes
Action: Motion to approve minutes
Trustee comment
Call for vote
9. Emergency Storm Debris- Resolutions 2016-01, 2016-02, 2016-03
Consideration of approving Resolution 2016-01, 2016-02, 2016-03 authorizing utilization of City of Palm Bay contracts for management, removal and disposal of storm debris and related services if/when needed basis.
Attachment: Resolution 2016-01, 2016-02, 2016-03
Action: Motion to approve 2016-01, 2016-02, 2016-03
Trustee comment
Public comment*
Call for vote
10. Consideration of Air Conditioner Repair (Location: Card and Laundry Room)
Attachment: Quotes from Platt's A/C, RJ Durham, M&M Mechanical Services
Action: Motion to (approve/disapprove)
Trustee comment



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Public comment*

11. Consideration of Structural Engineer for Drawings

Attachments: Quotes from GL Karel, CAG, Engineering & Design Concepts

Action: Motion to (approve)

Trustee comment

Public comment*

12. Consideration of Painting the Exterior Building

District Manager- Discussion

Action: Motion (to approve/disapprove)

Trustee comment

Public comment*

13. Budget Discussion

Treasurer- discussion only

Action: Trustee comment

Public comment*

14. SBA Account Discussion

Treasurer- discussion only

Action: Trustee comment

Public comment*

15. District Manager Report

16. Consideration of District Manager to Live on Property

Assistant Treasurer

Action: Motion (to approve or disapprove)

Trustee comment

Public comment*

17. Public Comment

18. Trustee Comment

19. Adjournment

RECEIVED
MAR 14 2016

BY.....

March 10, 2016

To Whom It May Concern:
Board of Trustees
Holiday Park

I would like to volunteer for the vacant position on the Board of Trustees at Holiday Park.. I previously served on the Board from 2007 to 2013.

Sincerely,


Gerald R. Livermore



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NOTICE

PROPOSED BY-LAW CHANGE

It is hereby proposed that a change/addition to the Port Malabar Holiday Park Mobile Home Park Recreation District By-Laws Amendment dated December 9, 2013 be further amended as follows:

ARTICLE V REMOVAL OF TRUSTEES; ATTENDANCE
“All Trustees shall be required to attend all meetings of the Board and a Trustee who fails to attend three consecutive meetings of the Board....”

It is further proposed that the By-Laws reflect that voting, by the Board of Trustees, may be conducted at ALL meetings with regard to matters relating to the Holiday Park District. This change/addition will be presented and voted upon at the Workshop Meeting of the Board of Trustees on March 28, 2016.

Joanne Gaughan
Secretary

TO THE BOARD OF TRUSTEE'S HOLIDAY PARK 3/14/2016

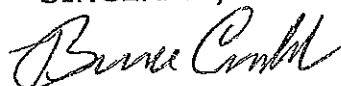
ORG BY-LAWS 1998-2006 WORKSHOP AND REGULAR MEETINGS:
WORKSHOP ONLY FOR DISCUSSION, NO FORMAL ACTION OR VOTING.

2006 TO 2013 BYLAWS WERE CHANGED ALL MEETINGS WERE REGULAR
MEETINGS WHERE VOTING TAKES PLACE. THIS IS THE WAY IT SHOULD BE.

2013 BY-LAWS WERE CHANGED BACK TO WORKING AND REGULAR
MEETINGS AFTER I FILED CHARGES AGAINST A BOARD MEMBER FOR
MISSING 8 OUT OF 10 MEETINGS. NOW EFFECTIVELY A BOARD MEMBER
COULD MISS 6 MEETINGS BEFORE ANY ACTION COULD TAKE PLACE. THIS
IS WRONG.

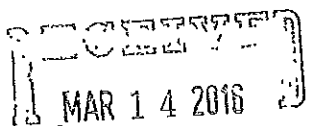
IF YOU ARE VOTING ON ISSUES AT EACH MEETING, THAN THE BY-LAWS
SHOULD BE CHANGED BACK SO ALL MEETINGS ARE REGULAR MEETINGS.

SINCERELY,



BRUCE CRABB

442 NEIGHBORLY CT.



BY.....



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BOARD OF TRUSTEE: REGULAR MEETING MINUTES

March 14, 2016 at 7:00PM

1. Meeting call to order

By: Harald Albinus, 2nd Vice Chairman at 7:00PM

2. Invocation

By: Harald Albinus, 2nd Vice Chairman

3. Pledge of Allegiance

By: Harald Albinus, 2nd Vice Chairman

4. Roll Call

By Joanne Gaughan, Secretary: Joanne Gaughan, Secretary; Marilyn Spall, Assistant Treasurer; Marion "Molly" Stone, Assistant Secretary; Rodney "Rod" Lindsay, Trustee; Harald Albinus, 2nd Vice Chairman; Cathleen "Cathi" Brennan, Treasurer, all acknowledged their presence. Absent: Rebecca "Becky" Earnest, Chairman; Keith Rittscher, 1st Vice Chairman. Vacant: Trustee. Jody Storozuk, District Manager was present with Jessica Saeger recording.

5. Announcements by Chairman:

Joanne Gaughan noted the reasons for the absences of Becky and Keith this evening.

Harald Albinus read the letter of intent from Gerald "Russ" Livermore and explained the appointment to fill the position will be held at the next meeting.

Jody Storozuk, District Manager, gave a brief report on his first couple of weeks of employment. He stated that he enjoys working in the Park and asks for all suggestions and/or complaints be directed to him. He touched on agenda topics 12 and 13 and explained that he discharged an employee.

Sandra Page, 203 Holiday Park Boulevard, commented on how the employee was discharged. Jody stated that this employee will be receiving his last pay and any money owed to him.

6. Consideration of Approving the Board Meeting Minutes of February 8, 18, and 22, 2016:

The Board meeting minutes were posted on the bulletin board, District website, and distributed to the Board prior to the meeting.

Marilyn Spall made a motion to approve the Board meeting minutes for February 8. Molly Stone seconded the motion but with corrections. A vote was called, motion carried.

Molly Stone made a motion to approve the February 18 meeting minutes. Marilyn Spall seconded the motion. A vote was called, motion carried.

Marilyn Spall made a motion to approve the Board meeting minutes for February 22. Cathi



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Brennan seconded the motion. A vote was called, motion carried.

Allison Kelly, 1054 Sunflower Lane, questioned the minutes being approved. She was told the minutes in question were already approved.

7. Treasurer's Report- Presentation of the Financial Reports for the Month of January 2016:

The Treasurer's report was posted on the bulletin board, District website, and distributed to the Board prior to the meeting. Presentation of the financial report for the month of January 2016 was made by Cathi Brennan. She also mentioned that the February financial report is complete and it will be posted on the bulletin board outside the District office tomorrow.

Marilyn Spall made a motion to accept January's financial report. Molly Stone seconded the motion. A vote was called, motion carried.

Bob Shearer, 382 Holiday Park Boulevard, asked for clarification on the amount of our capital funds. It was stated that the Park has 1.3 million in reserves.

Bruce Crabb, 442 Neighborly Court, requested the loan balance sheet to be included in all residents agenda packets.

8. Holiday Park Employee Personnel Policy Manual:

Cathi Brennan made a motion to approve the Employee Personnel Manual with corrections as noted. Molly Stone seconded the motion. A vote was called, motion carried.

9. Consideration for a Proposed By-Law Change:

The secretary posted a notice for a by-law change for the treasurer's report to be presented at the "workshop" meeting rather than the "regular" meeting.

Bruce Crabb, 442 Neighborly Court, requested the by-laws pronounce all meetings as "regular" meetings.

Salvatore "Sam" Aloisio, 112 Holiday Park Boulevard, commented on the outline of a workshop meeting.

Jean Beach, 1090 Moonlight Court, stated that we are getting off topic, focus on the proposed by-law change, and add the topic about regular versus workshop meetings to the next agenda.

Molly Stone made a motion to make no by-law change. Marilyn Spall seconded the motion. A vote was called, motion carried.



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10. Consideration for employee wage adjustment:

While reviewing the upcoming budget, it was brought to attention that a gate employee was not being paid the minimum wage voted on by the Trustees. The Board discussed this particular employee's current wage and the adjusted wage. It was explained that are other adjustments with employee's wages to make current. The Board discussed this information and afterwards the following motion was made:

Joanne Gaughan made a motion to adjust the employees' wages. Molly Stone seconded the motion. A vote was called, motion carried.

11. Holiday Park Credit Cards SunTrust Accounts:

Marilyn Spall presented information regarding the Park's current Sun Trust accounts. She explained that the Park holds two credit cards with different amounts on them. The District office has a ten thousand dollars and no cents (\$10,000.00) on one card and the grounds maintenance has a one thousand dollars and no cents (\$1,000.00) on another card. Marilyn suggested closing our current accounts and moving over to TD Bank since we have our bank accounts with them. She continued by asking the Board about their input.

The Board decided to cancel the existing SunTrust cards and open up credit card accounts with TD Bank. The District office card will have a limit of ten thousand dollars and no cents (\$10,000.00) and the other card (grounds) will have a limit of five hundred dollars and no cents (\$500.00).

Bruce Crabb, 442 Neighborly Court, suggested using a Chase business account.

Robert "Bob" Shearer, 382 Holiday Park Boulevard, suggested the Board use P.O. numbers for all purchases to help follow the transactions.

Steve Ambrose, 241 Blossom Lane, asked if the Park's credit cards carry points. It was explained the cards do have points but it is set up as an authorization access only.

12. Approving Robinson Equipment Bill:

This topic was added on the agenda to bring awareness to all Board members of a prior repair made by Robinson Equipment that did not have approval. Jody is now requesting approval on the bill. It was also clarified that weed whipping equipment was purchased prior to Jody beginning employment with the District.

Joanne Gaughan made a motion to approve Robinson Equipment and weed whipping equipment. Marilyn Spall seconded the motion. A vote was called, motion carried.

13. Discussion on Weed Whipping Equipment:

This topic was included in the previous motion.

13A. Consideration of Purchasing New Lawn Equipment:

Information was posted on the bulletin board, District website, and distributed to the Board prior to the meeting about requested and needed lawn equipment in the amount of roughly six



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thousand dollars (\$6,000.00) and two thousand dollars (\$2,000.00) for the vacuum attachment. There was discussion between the Board and Jody, District Manager, on the current upkeep and maintenance of the lawn equipment.

Marilyn Spall made a motion to move forward and purchase the lawn mower with bag to vacuum leaves. Joanne Gaughan seconded the motion. A vote was called, motion carried.

13B. Facility Improvement "Possibilities" [Facility Improvement "Possibilities", 03/23/15, Agenda Item #13]:

The facility improvement drawings, along with additional drawings, were distributed to the Board prior to the meeting. The presentation was made by Bud Getz on potential physical layouts of the Recreation building for all indoor activities. After the presentation, Bud explained the Park should begin thinking about obtaining structural drawings from an engineer before proceeding with the improvements.

Harald Albinus/Marilyn Spall made a motion to have the District Manager get bids from 3 structural engineer for the project. Molly Stone seconded the motion. A vote was called, motion carried.

14. Public Comment:

Gloria Walsh, 403 Holiday Park Boulevard, is happy with the way that everything is going in the Park.

Patti Peck, 1014 Willow Court, reminded everyone about the primary elections going on in the Hall tomorrow. She continued to explain that the Architecture Control Committee (A.C.C.) meeting will be held in the card room tomorrow morning.

Robert "Bob" Silipigni, 420 Holiday Park Boulevard, welcomed the new District Manager, Jody Storozuk, to the Park.

15. Trustee Comment:

Rod Lindsay stated it was nice to see so many people at the meeting and hopes to see everyone back.

Molly Stone thanked everyone for coming this evening.

Marilyn Spall thanked everyone for their patience and supporting us.

Cathi Brennan made no comment.

Harald Albinus made no comment.

Joanne Gaughan made no comment.

16. Adjournment:

There being no further business to bring before the Board, a motion to adjourn was made by Cathi Brennan and seconded by Rod Lindsay. A vote was called, motion carried. The meeting adjourned at 8:50PM.

RESOLUTION 2016-01

A RESOLUTION OF PORT MALABAR HOLIDAY PARK MOBILE HOME PARK RECREATION DISTRICT AUTHORIZING THE CHAIRMAN TO EXECUTE A CONTRACT WITH CROWDERGULF JOINT VENTURE, INC. FOR DEBRIS REMOVAL SERVICES; PROVIDING FOR THE PROCESS OF ISSUING A NOTICE TO PROCEED; APPOINTING THE DISTRICT MANAGER AS THE DISTRICT'S REPRESENTATIVE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Port Malabar Holiday Park Mobile Home Park Recreation District is a special purpose local government created pursuant to Chapter 418.3 Florida Statutes, and

WHEREAS, the Port Malabar Holiday Park Mobile Home Park Recreation District is geographically located in an area which is periodically subject to Hurricanes and other major storm events producing windblown and accumulated debris which may endanger residents and destroy property, and

WHEREAS, the Port Malabar Holiday Park Mobile Home Park Recreation District's emergency management plan includes minimizing potential danger to residents by opening roads for access by fire/rescue, medical, police, and other emergency responders, and expediting recovery by assisting in restoration efforts by providing for the removal of potentially hazardous damaged trees and accumulated storm related debris, and

WHEREAS, Chapter 189.4221 Florida Statutes provides that Special Districts may obtain certain contractual services utilizing the competitively selected and awarded purchasing agreements of other special districts, municipalities and counties, and

WHEREAS, The City of Palm Bay competitively selected and awarded a contract to CrowderGulf Joint Venture, Inc. for storm debris removal/disaster recovery services, which expire on May 31, 2017, and by mutual written assent of the parties may be renewed for four (4) additional twelve (12) month periods of which this is the fifth year, and

WHEREAS, after reviewing the selection process and the terms and conditions of the City's debris removal contract the Board of Trustees has determined it would be in the best interest of the Port Malabar Holiday Park Mobile Home Park Recreation District and the public to utilize the City's contract if/when warranted by a major storm.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PORT MALABAR HOLIDAY PARK MOBILE HOME PARK RECREATION DISTRICT, FLORIDA THAT:

SECTION 1. The forgoing "whereas" clauses are true and correct and are hereby ratified and confirmed by the Board of Trustees. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Chairman of the Board is authorized and directed to execute on behalf of the District the attached contract with to CrowderGulf Joint Venture, Inc.

- SECTION 3. The Chairman, or in the event the Chairman is unavailable or incapacitated the 1st Vice Chairman, or the 2nd Vice Chairman in the event of the unavailability or incapacity of both the Chairman and the 1st Vice Chairman, shall determine if following a wind storm event the resulting conditions warrant to CrowderGulf Joint Venture, Inc. proceeding with debris removal/disaster recovery services under the terms and conditions of the contract. If the contractor is authorized to proceed such notice is to be in writing and include the name of the company representative to whom notice was directed, how transmitted and the effective time and date, with copies to all members of the Board of Trustees and the District Manager.
- SECTION 4. The District Manager is authorized to represent the District with governmental agency representatives and the contractor to facilitate the debris removal/disaster recovery project, and initiate participation in cost reimbursement and assistance programs of other governmental units which the District may be eligible.
- SECTION 5. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.
- SECTION 6. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.
- SECTION 7. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Board of Trustees of the Port Malabar Holiday Park Mobile Home Park Recreation District
this 28th day of March, 2016

Rebecca "Becky" Earnest, Trustee
Board Chairman

Date

Joanne Gaughan, Trustee
Board Secretary

Date

Attest:

Sharon Johnson, Administrative Assistant

RESOLUTION 2016-02

A RESOLUTION OF PORT MALABAR HOLIDAY PARK MOBILE HOME PARK RECREATION DISTRICT AUTHORIZING THE CHAIRMAN TO EXECUTE A CONTRACT WITH CERES ENVIRONMENTAL SERVICES, INC. FOR DEBRIS REMOVAL/DISASTER RECOVERY SERVICES; PROVIDING FOR THE PROCESS OF ISSUING A NOTICE TO PROCEED; APPOINTING THE DISTRICT MANAGER AS THE DISTRICT'S REPRESENTATIVE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Port Malabar Holiday Park Mobile Home Park Recreation District is a special purpose local government created pursuant to Chapter 418.30 Florida Statutes, and

WHEREAS, the Port Malabar Holiday Park Mobile Home Park Recreation District is geographically located in an area which is periodically subject to Hurricanes and other major storm events producing windblown and accumulated debris which may endanger residents and destroy property, and

WHEREAS, the Port Malabar Holiday Park Mobile Home Park Recreation District's disaster management plan includes minimizing potential danger to residents by opening roads for access by fire/rescue, medical, police, and other emergency responders, and expediting recovery by assisting in restoration efforts by providing for the removal of potentially hazardous damaged trees and accumulated storm related debris, and

WHEREAS, Chapter 189.4221 Florida Statute provides that Special Districts may obtain certain contractual services utilizing the competitively selected and awarded purchasing agreements of other special districts, municipalities and counties, and

WHEREAS, The City of Palm Bay competitively selected and awarded a contract to Ceres Environmental Services, Inc. for storm debris removal services on June 1, 2016 which expire on May 31, 2017 and by mutual written assent of the parties may be renewed for four (4) additional twelve (12) month periods of which this is the fifth year, and

WHEREAS, after reviewing the selection process and the terms and conditions of the City's debris removal/disaster recovery contract the Board of Trustees has determined it would be in the best interest of the Port Malabar Holiday Park Mobile Home Park Recreation District and the public to utilize the City's contract if/when warranted by a major storm.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PORT MALABAR HOLIDAY PARK MOBILE HOME PARK RECREATION DISTRICT, FLORIDA THAT:

SECTION 1. The forgoing "whereas" clauses are true and correct and are hereby ratified and confirmed by the Board of Trustees. All exhibits attached hereto are hereby incorporated herein.

- SECTION 2. The Chairman of the Board is authorized and directed to execute on behalf of the District the attached contract with Ceres Environmental Services, Inc.
- SECTION 3. The Chairman, or in the event the Chairman is unavailable or incapacitated the 1st Vice Chairman, or the 2nd Vice Chairman in the event of the unavailability or incapacity of both the Chairman and the 1st Vice Chairman, shall determine if following a wind storm event the resulting conditions warrant Ceres Environmental Services, Inc. proceeding with debris removal/disaster recovery services under the terms and conditions of the contract. If the contractor is authorized to proceed such notice is to be in writing and include the name of the company representative to whom notice was directed, how transmitted and the effective time and date, with copies to all members of the Board of Trustees and the District Manager.
- SECTION 4. The District Manager is authorized to represent the District with governmental agency representatives and the contractor to facilitate the debris removal project, and initiate participation in cost reimbursement and assistance programs of other governmental units which the District may be eligible.
- SECTION 5. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.
- SECTION 6. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.
- SECTION 7. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Board of Trustees of Port Malabar Holiday Park Mobile Home Park Recreation District this 28th day of March, 2016.

Rebecca "Becky" Earnest, Trustee
Board Chairman

Date

Joanne Gaughan, Trustee
Board Secretary

Date

Attest:

Sharon Johnson, Administrative Assistant

RESOLUTION 2016-03

A RESOLUTION OF PORT MALABAR HOLIDAY PARK MOBILE HOME PARK RECREATION DISTRICT AUTHORIZING THE CHAIRMAN TO EXECUTE A CONTRACT WITH THOMPSON CONSULTING SERVICES, LLC FOR DEBRIS MONITORING SERVICES; PROVIDING FOR THE PROCESS OF ISSUING A NOTICE TO PROCEED; APPOINTING THE DISTRICT MANAGER AS THE DISTRICT'S REPRESENTATIVE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Port Malabar Holiday Park Mobile Home Park Recreation District is a special purpose local government created pursuant to Chapter 418.3 Florida Statutes, and

WHEREAS, the Port Malabar Holiday Park Mobile Home Park Recreation District is geographically located in an area which is periodically subject to Hurricanes and other major storm events producing windblown and accumulated debris which may endanger residents and destroy property, and

WHEREAS, the Port Malabar Holiday Park Mobile Home Park Recreation District's disaster management plan includes minimizing potential danger to residents by opening roads for access by fire/rescue, medical, police, and other emergency responders, and expediting recovery by assisting in restoration efforts by providing for the removal of potentially hazardous damaged trees and accumulated storm related debris, and

WHEREAS, Chapter 189.4221 Florida Statute provides that Special Districts may obtain certain contractual services utilizing the competitively selected and awarded purchasing agreements of other special districts, municipalities and counties, and

WHEREAS, The City of Palm Bay competitively selected and awarded a contract to Thompson Consulting Services, LLC for debris monitoring services on August 7, 2016 and by mutual written assent of the parties may be renewed for four (4) additional twelve (12) month periods of which this is the fifth year, and

WHEREAS, after reviewing the selection process and the terms and conditions of the City's debris monitoring contract the Board of Trustees has determined it would be to the best interest of the Port Malabar Holiday Park Mobile Home Park Recreation District and the public to utilize the City's contract if/when warranted by a major storm.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PORT MALABAR HOLIDAY PARK MOBILE HOME PARK RECREATION DISTRICT, FLORIDA THAT:

SECTION 1. The forgoing "whereas" clauses are true and correct and are hereby ratified and confirmed by the Board of Trustees. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Chairman of the Board is authorized and directed to execute on behalf of the District the attached contract Thompson Consulting Services.

- SECTION 3. The Chairman, or in the event the Chairman is unavailable or incapacitated the 1st Vice Chairman, or the 2nd Vice Chairman in the event of the unavailability or incapacity of both the Chairman and the 1st Vice Chairman, shall determine if following a wind storm event the resulting conditions warrant Thompson Consulting Services proceeding with debris monitoring services under the terms and conditions of the contract. If the contractor is authorized to proceed such notice is to be in writing and include the name of the company representative to whom notice was directed, how transmitted and the effective time and date, with copies to all Board members and the District Manager.
- SECTION 4. The District Manager is authorized to represent the District with governmental agency representatives and the contractor to facilitate the debris management project, and initiate participation in cost reimbursement and assistance programs of other governmental units which the District may be eligible.
- SECTION 5. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.
- SECTION 6. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.
- SECTION 7. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Board of Trustees of the Port Malabar Holiday Park Mobile Home Park Recreation District this 28th day of March 2016.

Rebecca "Becky" Earnest, Trustee
Board Chairman

Date

Joanne Gaughan, Trustee
Board Secretary

Date

Attest:

Sharon Johnson, Administrative Assistant

Port Malabar Holiday Park Mobile Home Park Recreation District
Quote Comparison

Project Name:

Vendor:	Description	Warranty	Price
Durham & Sons	A/C Refrigeration and Heating	1 year parts	12,374.00
Platts Air	A/C Refrigeration and Heating	2 year parts	15,187.00
M & M Mechanical	A/C Refrigeration and Heating	5 Year Parts and Compressor	12,550.00



Durham & Sons, Inc.

A/C, Refrigeration, Heating, & Electrical Contractors

1947 N. Harbor City Blvd. Melbourne, FL 32935

321-259-COOL /2665 321-757-YORK /9675 321-636-6899 FAX 321-255-0840

Web site: www.durhamandsons.com e-mail: rj@durhamandsons.com

CAC1814163, EC0002671, EC13002226, CAC1814074 CAC1814969

PROPOSAL

Proposal Submitted to: Harbor Holiday Park Clubhouse
Attention: Ms. Jessica Saeger
Address: 215 Holiday Blvd. NE
City/State: Palm Bay, FL. 329907
Phone: 321- 724-2240 Office e-mail: jsaeger@holidayparkfl.com
Date: March 2, 2016
Proposal provided by: RJ Durham Senior Vice President, Co-founder

We hereby submit specifications and estimates for removal disposal and installation of:

For the Clubhouse air handler by the laundry, and condenser by the pool equipment;
*Replacement/ installation of one new 10-ton single circuit split cooling heat pump system,
with minimal emergency electric heat.

The air-conditioning heat pump installation is inclusive of the following.

- Build new insulated and mastic coated air handler base, to support the new air handler.
- Electrical removal and reattachment includes all needed transition circuitry and disconnects for air-handler and or condenser, including low voltage. Reuse existing circuitry. ✓New heat strip and blower disconnects. ✓New cond. disconnect.
- Run new insulated refrigerant lines of the proper size, routed overhead from the air-handler to the condenser. We shall R-11 flush nitrogen purge and evacuate the refrigerant lines. We include sight glass devices. Includes new refrigerant, and filter dryers.
- Reuse or install new Smoke detector with remote audible alarms, and key station, is code required.
- Includes NEW 824 wifi capable Digital Programmable thermostat, touch screen Dehumidistat. With Nexia control you can monitor and change temps from remote locations.
- Build new metal to rigid fiberglass supply plenum transitions, from the air handler to duct that lead into the attic.
- Reuse grille /return design, it is a half ton undersized but I believe its negligible.
- Install new mechanical-code mandated "EZ-trap Emergency Auxiliary over flow device, these protect the air-handler and the structure from moisture damages and mold growth associated with condensate restriction caused overflow.

- Reuse the condensate discharge, appears properly sized and trapped and insulated. Replace by appropriate method if needed.
- Add new prefabricated consumer friendly clean-out tee, which makes maintenance and or clean-out accessible and quite simple.
- Retain condenser to pad meeting wind codes.
- Reuse any existing fresh air intake for new system if any, this code requirement is generally enforced by inspectors on new structures. Modern standards require fresh air in buildings.
- Permit fees are additional costs, if beyond \$200.00
- Perform preventative maintenance at the end of one year at no additional charge, at that time we will offer a no obligation Preferred Customer Service Agreement!

Summary of total equipment costs installed, Install the Following Trane heat pump systems with minimal electric heat in the facility; 1-year labor warranty by Durham and Sons Inc., 5 years compressor and 1-year condenser coil part warranty. 1-year functional part warranty by Trane. 1-year thermostat part warranty by Trane.

1-EACH TWA120D30RB 208/230 3-PHASE SINGLE CIRCUIT 10-Ton Heat Pump Condenser Excludes Hail Guard BAYGARD058A	One each Commercial 10-ton single circuit heat pump air handler TWE120D300A	1 5-kw emergency electric heat STRIP included

TOTAL LABOR & MATERIALS INSTALLED \$12,774.00- \$400.00 cash discount
for check upon completion ~~=\$12,374.00~~ installed

OPTIONS ARE ADDITIONAL COSTS, ABOVE AND BEYOND INSTALL COSTS LISTED ABOVE:

- As options above and beyond pricing above: COMMERCIAL extended 10-year warranties are available and will be quoted upon request. This is a smart choice if you wish to have no equipment related repair bills for the next ten years, and adds security to your investment.

This Proposal Excludes:

- Separate air flow test by independent firm, if required by the Administrative authority shall be additional cost to you and is not included within our bid.
- Should the Florida Building Code and Local administrative authority require 110volt convenience outlets, if non-existent near condenser, shall be additional and unforeseen cost

TERMS AND CONDITIONS:

Any engineering required by the building department, or independent air flow testing or sealing of the existing ducts in the attic is at additional cost to you the owner of the property.

1. All labor is to be performed during the Companies regular working hours, unless noted in this proposal.
2. Warranty work is performed during the Companies normal business hours, but can be performed after normal hours if the Customer pays the difference between standard labor rate and overtime rate.
3. Until final payment is made, the Company will retain the title to all materials and equipment it installs.
4. Unless noted in this proposal, payment is due in full upon completion of the work. A monthly finance charge, equal to the highest allowable interest rate, may be levied on the Customers account if delinquent over 30 days.
5. In the event the Customers account must be referred to attorneys for collection, the Customer agrees to pay reasonable attorney fees, court costs and other collection costs.
6. Every attempt will be made to complete the work on the date(s) specified, but because the Company may have no control over equipment delivery, all completion dates are estimates only.
7. While the Company is well insured, the Customer will carry fire, extended coverage and other necessary insurance.
8. Customer shall assume concerning your building or home all risk of; fire damage, damage, property loss, or loss or damage to HVAC or air conditioning or heating equipment gas or electric, or any electrical or electronic device, after it is set in place on the job. This relates to air conditioning or heating equipment, surge devices, water flow or mold or resulting damages, water overflow safety devices or audible alarms or resulting damages, or other electronic or electrical device or damages. Beyond stated warranty on equipment or labor, the warranty on surge devices, water overflow devices, or alarms; these are only warranted for 1-year for any part or device if it fails. As we follow and utilize the building codes on all jobs including this one and will / have had your job inspected by the administrative authority, and install equipment and devices manufactured by others, you now agree and indemnify and hold harmless Durham and Sons Inc. if your property suffers a loss or damage, you hereby agree it is your insurance company or the manufacturer of the product and not Durham and Sons which shall bear responsibility.
9. *Customer shall hold harmless Durham and Sons Inc., for any latent defect any equipment or components installed by or serviced by our firm. Or unknown defect or potential future defect in any equipment or components installed by or serviced by our firm.* You agree and recognize that we did not manufacture the equipment or devices, and if a property loss or bodily harm occurs, it is the manufacturer of equipment or devices that you must seek for indemnification at your own cost in a court of law, or even small claims court.
10. The Company shall not be liable for damage, loss or delays resulting from fire, explosion, flooding, the elements, labor troubles, or any other cause beyond our control.
11. The Company shall not be responsible for any damages incurred due to the ability of the building structure to properly support the installed equipment, or for expense incurred in removing, replacing or refinishing part of the building structure, this applies to appliances, hot water heaters or tanks, or other systems necessary for the performance of any service or installation, unless otherwise noted in this proposal. Existing and new condensate lines cannot be warranted where leakage and resulting damages are concerned, despite efforts and protective devices that are added. We offer no damage warranty on any water damages that can occur to your home by any water containing device or vessel.
12. Should the owner decline to replace the refrigerant lines or install new ones, or the Company is unable to replace them due to building blockage, Company is not responsible for future failures of said lines, or any damage to the air conditioning equipment because of water contaminants or other damages.
13. The Company shall not be liable for the identification, detection, abatement, encapsulation, storage, removal or transportation of any regulated or hazardous substances that exist in the structure whether concealed or not. Including current and future mold growth.
14. You agree that we may video or photograph our employees during the installation process, for training or advertising purposes. No recognizable video or photos of your home or family are taken; no references to your name or address are given.
15. This agreement contains the entire understanding between the Company and the Customer, any modifications, amendments or changes must be in writing and signed by both parties.

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

1. \$, .00 ☒
2. Option 10 Year extended parts and labor warranty for, also covers the thermostat
\$.00 ☒
3. Other ☒

Please check above and initial here, add the total dollar amount of your system selection and if any options are selected, then sign below as the owner or authorized representative:

\$ _____ Initial ☒

Stages of payment as follows;

Trane Commercial Leasing (Financing) is available / Financing may change the payment schedule as Trane Pays our firm and bills you pre-selected payments. We will provide that schedule if you fill out the application and are accepted.

Non Financing 3-draw Payment made as follows, violation of any payment schedule applies terms and agreement section above:

1. 1/3 dollars upon commencement of work. (Prior to commencement, and permitting application, and order of equipment.)
2. 1/3 upon setting equipment
3. The total remaining 1/3 due upon fire up and cooling operation of the system, final detailed completion, and inspection. *note this final payment must be received within 15 days.

Authorized Signature: *RJ Durham*

This proposal is valid for 30 days and any code violations noted by inspecting official and not related to the scope of above work will be the owner's responsibility to bring into compliance. Permit Fees inclusive if \$200.00 or less

Acceptance Of Proposal/Contract

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

Payment will be made as outlined above.

Owner's or Agent's Signature: _____ State of Florida, County of _____

The foregoing instrument was acknowledged before me this _____ day of, _____, 2016
by _____ produced _____ as, identification and who did take an oath

Signature of Notary _____ Print Name: _____

Title: _____ Comm. No.: _____

PROPOSAL

PLATT'S AIR CONDITIONING & HEATING, INC

320 THOR AVE, SUITE 1
PALM BAY, FL 32909
PH (321) 768-0759 FAX (321) 768-2182
LIC. # CAC1813933

Port Malabar Holiday Park
215 Holiday Park Blvd.
Palm Bay, FL 32907

February 19, 2016

Community Center A/C

Option 1:

Remove existing 10 ton R-22 Air Handler and dispose of properly.
Install new American Standard 10 ton Air Handler with new 12kw heat strips and R-22 expansion valve in existing location.
Connect to existing ductwork, high voltage and low voltage wiring

Total for option #1 \$7,819.00

Option 2:

Remove complete existing 10 ton R-22 system and dispose of property
Install new American Standard 10 ton R-410 system with 12kw heat strips in existing location
Connect to existing ductwork, high and low voltage wiring and piping.
Reinsulate existing piping on exterior building and install new line cover over existing piping

Total for option #2 \$15,187.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra cost will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

This proposal may be withdrawn by us if not accepted within 20 days.

ACCEPTANCE OF PROPOSAL _____ DATE _____



Date: 3/5/16

1570 Kevin Lane, Deland, FL 32724
(PH) 386-740-7336 (FAX) 386-740-7338

JOB BID

OWNER INFO: Holiday PARK

JOB INFO: 215 HOLIDAY PARKBLVD. NE PALM BAY FL. 32709-2196

We hereby propose to furnish the materials and perform the labor necessary for the completion
REPLACEMENT OF EXISTING AIR HANDLER WITH:

- 1- AMERICAN STANDARD 10 TON AIRHANDLER 230v SINGLE PHASE. AND INSTALLING
SUBASE PLATFORM STAND . REPLACING EXPANSION VALVE TO R-22 TO BE
COMPATIBLE WITH EXISTING CONDENSING UNIT.

Thermostat: 1- NEW PROGRAMBLE DIGITAL THERMOSTAT

- 1- LINE COVER ON EXTERIOR OF BUILDING (DOESN'T HAVE ONE LINES ARE EXPOSED)

WARRENTY: 1 YEAR LABOR 5 YEAR PARTS 5 YEAR COMPRESSOR

All material is guaranteed to be as specified, and the above work to be performed in
accordance with the drawings and specifications submitted for above work and completed
in a substantial workmanlike manner for the sum of the TOTAL JOB BID: \$5850.00

With payments to be made as follows: 50% DOWN 50% ON COMPLETION.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will
becomes and extra charge over and above the estimate. All agreements contingent upon strikes, price increase, accidents or delays
beyond out control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public
Liability Insurance on above work to be taken out by: M&M Mechanical Services.

Respectfully submitted:

Per: MARK

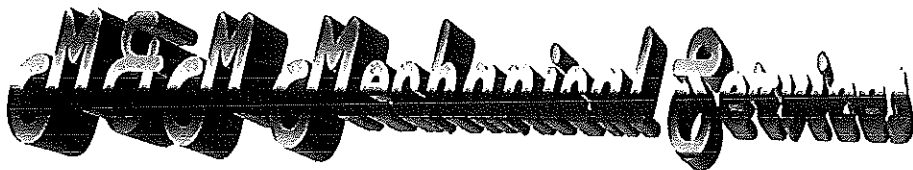
Note: - This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are
authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date _____



Date: 3/5/16

1570 Kevin Lane, Deland, FL 32724
(PH) 386-740-7336 (FAX) 386-740-7338

JOB BID

OWNER INFO: Holiday PARK

JOB INFO: 215 HOLIDAY PARK BLVD. NE PALM BAY FL. 32907-2196

We hereby propose to furnish the materials and perform the labor necessary for the completion
REPLACEMENT OF EXISTING AIR HANDLER AND CONDENSING UYNIT WITH:

- 1- AMERICAN STANDARD TWE120D100A 10 TON AIRHANDLER 230v SINGLE PHASE 410-A
1- SUBASE PLATFORM STAND. NEW DUCT HEATER
- 1- NEW 10 TON AMERICAN STANDARD 230V 3 PHASE CONDENSING UNIT 410-A (MODEL#
TTA120D300A) FLUSH EXISTING LINE SET

Thermostat: 1- NEW PROGRAMBLE DIGITAL THERMOSTAT
NEW DISCONNECT SWITCH (OLD IS BROKEN)

NOTE: EQUIPMENT IS SAME AS TRANE. AMERICAN STANDARD MAKES TRANE EQUIPMENT
PRICE INCLUDES RECLAIMING REFRIGERANT AND REMOVAL OF OLD EQUIPMENT

WARRENTY: 1 YEAR LABOR 5 YEAR PARTS 5 YEAR COMPRESSOR

PERMIT AND ENGERINEERING EXTRA

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of the TOTAL BID \$12,550.00

With payments to be made as follows: 50% DOWN 50% ON COMPLETION.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will becomes and extra charge over and above the estimate. All agreements contingent upon strikes, price increase, accidents or delays beyond out control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by: M&M Mechanical Services.

Respectfully submitted:

Per: MARK

Note: - This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date _____

Port Malabar Holiday Park Mobile Home Park Recreation District
Quote Comparison

Project Name:

Vendor:	Description	Warranty	Price
GLKarel	Architectural		\$2,500.00
C A G	Architectural		\$13,800.00
Engineering & Design Concepts	Architectural		\$4,900.00



AGREEMENT BETWEEN
OWNER and ARCHITECT for
ARCHITECTURAL SERVICES

This Agreement is made as of March 31, 2015 (the "Effective Date"), by and between:

The Owner: **Clubhouse Recreation Hall – Holiday Park**

Address: 215 Holiday Park Blvd. N.E., Palm Bay, Florida 32907

Phone: 321/724-2240

Contact: **Cheryl Ennis**

E-mail: cennis@holidayparkfl.com

and

The Architect: **Caribeño Architectural Group (CAG)**

1250 West Eau Gallie Blvd., Suite F.

Melbourne, Florida 32935

for

The Project: **Clubhouse Recreation Hall – Holiday Park**

The Owner and the Architect agree as follows:

ARTICLE 1
ARCHITECT'S SERVICES

Architect agrees to perform the services specifically described here and in Exhibit 1 and all other professional services reasonably inferable from Exhibit 1 for the following scope:

CAG is pleased to provide the following proposal for architectural, mechanical, electrical and plumbing engineering services as follows: Clubhouse Recreational building reconfiguration in Holiday Park residential community in Palm Bay. There is currently an existing laundry room that will be demolished and relocated to the existing pool building at area where sauna and showers will be demolished, the existing pool table & card room will be relocated to this area and the existing pool/card table room will become the relocated library and HPPOA office areas. The existing HPPOA office area will become the relocated custodian and park office storage room. The existing Main Hall area will house new storage and craft room with storage closets with walls up to 8' no ceiling (this area will house the HPPOA temporarily while work is being performed on other areas of the building) as per provided drawings at site meeting held on 03-23-15. Included also is exterior elevation redesign with added decorative accents.

CAG will develop initial schematic plans and elevations for the owner's review. These drawing will be presented to the owner's building committee for review and approval. This scope includes up to three additional revisions to these plans and elevations; if the owner requires additional revisions then CAG reserves the right to receive additional compensation. CAG will also develop a construction budget based on initial designs and provide continual updates as the design develops through construction documents.

Note: The scope does not include structural changes to the building, this scope and fee includes a generic finish schedule identifying specific finishes desired for the floors and walls. if client desires interior decoration services CAG can provide a quote in addition to the scope.

ARTICLE 2
ARCHITECT'S RESPONSIBILITIES

Architect agrees to use Architect's best efforts, skill, judgment, and abilities so as to perform Architect's Services in an expeditious and timely manner consistent with professional standards of care and the orderly progress of the Project. Architect shall manage its services, administer the Project and coordinate other professional services as necessary for the complete performance of Architect's obligations under this Agreement.

Architect agrees to perform Architect's Services in compliance with all applicable national, federal, state, municipal, and State of Florida codes having jurisdiction over the Project.

Architect's Services shall be reasonably accurate in errors or omissions. Architect shall promptly rectify any known or discovered error, omission, or other defect in the plans, drawings, specifications, or other services provided by Architect without any additional cost or expense to Owner.

Architect shall designate a representative primarily responsible for Architect's Services under this Agreement. The designated representative shall act on behalf of Architect with respect to all phases of Architect's Services and shall be available as required for the benefit of the Project and Owner. The designated representative shall not be changed without prior approval of the Owner, which approval shall not be unreasonably withheld.

ARTICLE 3
THE OWNER'S RESPONSIBILITIES

The Owner shall provide the Architect with a full description of the requirements of the Project.

The Owner shall furnish surveys, geotechnical reports or other special investigations of the Project site as requested by the Architect and as reasonably necessary for the completion of Architect's Services. The Owner shall furnish structural, mechanical, chemical and other laboratory tests as reasonably required.

The Owner will review the Architect's drawings, specifications and other documents of service produced by Architect's in the performance of its obligations under this Agreement (collectively the "Design Documents") as required. Owner will notify Architect of any design fault or defect in Architect's Services or Design Documents of which Owner becomes aware.

The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Architect's Services.

ARTICLE 4
OWNERSHIP AND USE OF DOCUMENTS

The Design Documents prepared by Architect as instruments of service are and shall remain the property of the Architect whether the Project for which they are created is executed or not. However, the Owner shall be permitted to retain copies, including reproducible copies, of the Design Documents for information and reference in connection with the Owner's use and occupancy of the Project.

ARTICLE 5
DISPUTE RESOLUTION

The OWNER/CLIENT shall at all times indemnify and save harmless CAG and its officers, agents, and employees on account of claims, damages, losses, litigation, expenses, fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by, or alleged to have been sustained by, any person or entity, to the extent caused by the negligent acts, errors, or omissions of the OWNER/CLIENT, its agents, employees, or subcontractors in connection with this project.

For any damage on account of any error, omission or other professional negligence, CAG's liability will be limited to the fee received under this Agreement less third-party costs. CAG's professional officers shall be personally held harmless from any error, omission or other professional negligence.

The laws of the State of Florida govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties. Venue of any litigation based on this Agreement, or arising out of, under or in connection with this Agreement, or any course of conduct, course of dealing, statements of actions of any party with respect thereto shall be in Brevard County, Florida.

ARTICLE 6
PROJECT TERMINATION OR SUSPENSION

This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and such failure is not fully cured in the seven day notice period. This Agreement may be terminated by the Owner for any reason upon 15 days written notice to Architect.

In the event of termination through no fault of the Architect, Architect shall be equitably compensated for all Architect Services performed and Reimbursable Expenses incurred prior to termination in accordance with this Agreement.

ARTICLE 7
MISCELLANEOUS PROVISIONS

Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between Architect and Owner and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

Assignment. This Agreement is a personal service contract for the services of Architect, and Architect's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

Applicable Law. This Agreement shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Florida.

Independent Contractor. Architect recognizes that Architect is engaged as an independent contractor and acknowledges that Owner shall have no responsibility to provide Architect or its employees with any benefits normally associated with employee status. Architect will neither hold itself out as nor claim to be an officer, partner, employee or agent of Owner.

ARTICLE 8
REIMBUSABLE EXPENSES

Reimbursable Expenses are in addition to Compensation for Architect's Services and include actual and reasonable expenses incurred by the Architect, its employees and its Architects solely and directly in connection with the performance of Architect's Services for the following:

Expense of transportation at \$.30 per mile as deemed necessary for work relating to owner's project.

Fees paid for securing approval of authorities having jurisdiction over the Project.

Professional models and renderings if requested by the Owner.

Reproductions, printing, binding, collating and handling of reports, and drawings and specifications or other project-related work product, other than that used solely in-house for Architect and its Architects.

Shipping or mailing of all reports, drawings, specifications, and other items in connection with the Project.

Expense of any additional insurance coverage or limits, excluding professional liability and errors and omissions insurance, required under this Agreement or requested by the Owner that is in excess of that normally carried by the Architect and the Architect's Architects.

ARTICLE 9
ADDITIONAL SERVICES

Additional Services are services not included in the Architect's Services and not reasonably inferable from Architect's Services. Additional Services shall be provided only if authorized or confirmed in writing by the Owner. Prior to commencing any Additional Service, Architect shall prepare for acceptance by the Owner an Additional Services Proposal detailing the scope of the Additional Services and the proposed fee for those services or these services shall be performed at the hourly rates indicated below. Architect shall proceed to perform Additional Services only after written acceptance of the Additional Services Proposal by Owner.

<u>Labor Category</u>	<u>Hourly Rates</u>
Principal	\$ 115.00
Sr. Project Manager	\$ 110.00
Architect / Engineer	\$ 100.00
Entry Architect / Engineer	\$ 85.00
CADD Operator / Designer	\$ 75.00
Administrative	\$ 40.00
Plotter Services	\$ 35.00
Courier	\$ 25.00

Upon acceptance by Owner, each Additional Services Proposal and the services performed by Architect pursuant to such Additional Services Proposal shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement.

ARTICLE 10
PAYMENTS TO ARCHITECT

Architect shall present monthly Applications for Payment to the Owner detailing the Architect's Services and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month.

Owner shall promptly review the Application for Payment and notify Architect whether the Application is approved or disapproved, in whole or in part. Owner shall promptly pay Architect for all approved services and expenses. Any invoice outstanding for more than 30 days after the date of the invoice will be subject to a financing charge of 1-1/2% per month. Invoices will be rendered on CAG standard format.

ARTICLE 11
ARCHITECT'S COMPENSATION

The Architect's Compensation for Architect's Services shall be as described in Exhibit 1.

The Architect's Compensation for any approved Additional Services shall be as described in the Additional Services Proposal accepted by the Owner.

For Reimbursable Expenses approved by the Owner, a multiple of one and one-tenth (1.10) times the actual expense incurred by Architect, its employees or its Architects.

The Owner and Architect have entered into this Agreement as of the Effective Date.

OWNER:

CAG:

By: _____
Name: _____
Title: _____

By: _____
Name: Marcos Mozdzen
Title: Officer
Phone: 321/622-6900
Fax: 321/622-6901
Email: marcosm@cag-architects.com

EXHIBIT 1.

Compensation:

Fees:

	<u>Description</u>	<u>Amount</u>
1.	Architectural Design Drawings (floor plans)	\$ 800.00
2.	Architectural working drawings	\$ 6,800.00
3.	Cost Estimating	\$ N.I.C.
4.	Civil Engineering	\$ N.I.C.
5.	Structural Engineering	\$ N.I.C.
6.	Mechanical, Plumbing, and Electrical Engineering	\$ 6,200.00
7.	Kitchen Consultant	\$ N.I.C.
8.	Bidding and Negotiation (hourly if requested @ \$85.00/hr.)	\$ N.I.C.
9.	Construction Administration (hourly if requested @ \$85.00/hr.)	\$ N.I.C.
	Subtotal	\$ 13,800.00
	TOTAL FEE:	\$ 13,800.00

\$ 3,000.00 Retainer due upon execution of design agreement.

Cheryl Ennis

From: glkpe@cfl.rr.com
Sent: Tuesday, April 28, 2015 5:00 PM
To: Cheryl Ennis
Subject: Re: PLAN FROM GARY



Gary L. Karel
Professional Engineer

CHERYL

- Architectural Engineering
- Civil Engineering
- Design/Build Service
- Joint/Cooperative Ventures

543 1084
Beeper: (321) 634-9292

Phone: (321) 723-9393

REGARDING THE REST OF THE PROJECT, I WAS GOING TO COME DOWN AND TAKE A LOOK IN THE ATTIC

I THINK THE BASIC PRICE FOR THE REST OF THE WORK FOR PLANS ETC WILL BE ABOUT \$2500 BUT

AS DISCUSSED IF I HAVE TO MAKE LONG SPECIFICATIONS FOR SERIOUS COMPETITIVE BIDDING IT WILL COST MORE AND OF COURSE INVOLVE MEETING WITH YOU AND THE OTHER MEMBERS WHO CONTROL THINGS

AND MAKE SOME ADDITIONAL CHOICES OF PRODUCTS YOU INTEND TO USE

LET ME KNOW WHAT I CAN DO TO HELP YOU

THANKS

GARY

Engineering & Design Concepts, Inc

2115 Palm Bay Road, NE Unit 6 Palm Bay, FL 32905

Tel (321) 727-2056 Fax (321) 914-4206

E-Mail: bcarter1350@cfl.rr.com

May 01, 2015

**REISSUED MARCH 17, 2016

Cheryl Ennis
District Manager
Holiday Park Port Malabar
Mobile Home Park Recreation District

Via Email: holidaypark@holidayparkfl.com

Re: Building Renovations
Existing Clubhouse Building

Dear Ms Ennis;

It is a pleasure to meet with your representatives to discuss the proposed modifications to your existing Clubhouse and Adjacent Restroom structures. ENGINEERING & DESIGN CONCEPTS, INC. is pleased to present this proposal. We understand this project is to be designed along the preliminary requirements listed below:

- a. Site is located in Holiday Park Mobile Home Park, Palm Bay, Florida
- b. Project size-Existing Building to remain, Interior and Minor Exterior Renovations to be performed. Sketches from your office have been reviewed and discussed, along with the proposed phases of construction.
- c. Coordination with Civil Engineer for building design services is included. However, no civil engineering, landscaping or site design is included.
- d. Proposed building shall comply with all local, state and federal code requirements.

Based on this information, we propose to provide the following services:

1. DRAFTING SERVICES / ENGINEERING DESIGN SERVICES
 - 1.1 We will prepare Drafting Services, Structural, Mechanical and Electrical construction documents to meet Florida's professional engineering standards to obtain a building permit for your proposed building project.

We have prepared this proposal based on the following assumptions:

- A. Cost of permit applications, city and county impact fees, soil test fees, land survey and topography map will be a direct expense to you and not covered under this proposal.
- B. Any significant off-site improvement required to gain site plan or permit approval other than those described herein, are not included in this proposal.
- C. No additional work resulting in additional fees shall begin without your prior written consent.
- D. Printing services are a direct expense to you and are not covered under this proposal.
- E. (If Required) Fire Sprinkler and/or Fire Alarm design services are not included in this proposal.
- F. Construction inspections, Project supervision and/or Project management are not included in this proposal.

Page Two
Holiday Park Renovations
May 01, 2015
**REISSUED MARCH 17, 2016
Page Two

COMMERCIAL VALUE

Our fees for the above described services will be as follows:

FIELD VISIT / SITE INVESTIGATION		\$ 300.00
DRAFTING SERVICES	Building Renovations for all Phases (Includes structural modifications to Building)	\$ 3,200.00
UTILITY SERVICES	(includes electrical, lighting, plumbing, mechanical systems modifications and energy calculations, if req'd)	\$ 1,400.00
TOTAL FEE FOR DESIGN SERVICES		\$ 4,900.00
RETAINER REQUIRED TO PROCEED		\$ 1,800.00

Balance of work will be billed, based upon work completed. Invoices are due within ten (10) days from date of invoice. After ten (10) days, all unpaid invoices shall accrue interest charges at the rate of 18% per annum.

ADDITIONAL WORK

Any additional work required is based on an hourly basis at the following listed rates:

Engineering Principal	\$ 150.00 per hour
Project Coordinator	\$ 85.00 per hour
Drafting	\$ 50.00 per hour

Reimbursable costs such as printing and reproduction costs are not included in our fee and are to be charged to you at actual costs. Currently blueprint fees are \$ 2.50 per 24" x 36" Sheet.

If the above proposal meets with your approval, please sign a copy and return it with your retainer for us to proceed with your construction document phase of the project.

I trust that this information is found satisfactory and if there are any other questions or comments, please do not hesitate to contact me at the numbers listed above.

Sincerely;
For ENGINEERING & DESIGN CONCEPTS, INC

ROBERT CARTER

Robert Carter

APPROVAL _____ DATE _____

Engineering & Design Concepts, Inc

2115 Palm Bay Road, NE Unit 6 Palm Bay, FL 32905

Tel (321) 727-2056 Fax (321) 914-4206

E-Mail: bcarter1350@cfl.rr.com

May 08, 2015

**REISSUED MARCH 17, 2016

Cheryl Ennis
District Manager
Holiday Park Port Malabar
Mobile Home Park Recreation District

Via Email: holidaypark@holidayparkfl.com

Re: Building Renovations
Existing Clubhouse Building

Dear Ms Ennis;

Per our recent conversation, I wanted to clarify our original proposal and your future project phases. The original proposal dated May 01, 2015, would cover all the drafting and specifications for all the construction phases proposed. The proposal also includes Engineering Review and Certification for permitting of whichever phases you would like to permit. Phase 1, Phase 2, etc.

If you choose to separate the project into multiple phases, whichever phases you want to build after Bidding, would be included in the proposal. Future phases would incur an additional fee for Review and Certification per each phase permitted.

For example, We do the drawings for all the proposed phases and you only permit Phase 1. The original proposal covers this phase. Six months later, you decide to permit another phase, you would be charged an additional \$ 500.00 for Engineering and Printing Fees for the next phase (even if there are multiple phase) for that permit.

I trust that this is satisfactory and I have clarified the Phase Construction Issue. I would rather do all the drawings and specifications at the beginning and allow you to choose which and how many phases of construction will be permitted.

If you have any further questions or comments, please do not hesitate to contact me at the office.

Sincerely;
For ENGINEERING & DESIGN CONCEPTS, INC

ROBERT CARTER

Robert Carter