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

RECEIVED
NOV 0 3 2026

REGULAR MEETING AGENDA
November 9th, 2026, 7:00 pm

Becky Earnest
Chairman

Toni Beatty
Asst. Treasurer

Ron Wilde
Trustee

Debbie Nixon
Secretary

Patti Peck
Treasurer

Annette Ragas
Vice Chairman

Angela Glover
Trustee

Paul Defosse
2nd Vice Chairman

Vacant
Trustee

Daniel Tarnowski
District Manager

Karl Bohne Jr.
District Attorney

*To comment on an item, after you have been recognized by the Chair, please go to the microphone, and clearly give your name 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.

*ALL cellphones on airplane mode during public meetings.

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 person 55 and older"

PORT MALABAR HOLIDAY PARK
MOBILE HOME PARK RECREATION DISTRICT

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

1. Meeting Call to Order

2. Invocation

3. Pledge of Allegiance

4. Roll Call

5. Chairman Announcements
   Please wait to be recognized by the chair before speaking.

   There is one (1) vacant seat on the Board of Trustees. We encourage you to please submit your letter of intent.

6. Approval of Meeting Minutes 10/12
   a. Motion to Approve
   b. Discussion
   c. Call to Vote

7. Letter of Intent

8. ACC Report

9. District Report

10. HPPOA Report

11. Treasures Report

12. OLD BUSINESS
    A. By-Laws
    a. Discussion

    B. Potential Board Seats
    a. Discussion

13. NEW BUISNESS
    A. PTO Format
    a. Discussion

B. Reserve Policy
a. Discussion

C. DM Contract
a. Discussion

D. Raises on Anniversary Date
a. Discussion

E. Christmas Party
a. Discussion

14. Suggestion Box

15. Public Comments: Public comments will now be heard. The speaker shall be limited to three (3) minutes. It is important to note that this is a good time for board members to listen, but it is inappropriate to respond. Comments may be discussed at upcoming meetings

16. Trustee Comments/Announcements

17. Adjournment

PORT MALABAR HOLIDAY PARK
MOBILE HOME PARK RECREATION DISTRICT

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

RECEIVED
NOV 03 2026

BOARD OF TRUSTEES

REGULAR MEETING MINUTES
October 12th, 2026, 7:00 pm

Becky Earnest
Chairman

Toni Beatty
Asst. Treasurer

Ron Wilde
Trustee

Debbie Nixon
Secretary

Patti Peck
Treasurer

Annette Ragas
Vice Chairman

Angela Glover
Trustee

Paul Defosse
2nd Vice Chairman

Vacant
Trustee

Daniel Tarnowski
District Manager

Karl Bohne Jr.
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"A community intended and operated for person 55 and older"

1. Meeting Call to Order- 7:00 pm

2. Invocation

3. Pledge of Allegiance

4. Roll Call: Present - Becky Earnest, Patti Peck, Deb Nixon, Angie Glover, Annette Ragas, Toni Beatty, Paul Defosse and Ron Wilde.

5. Chairman Announcement

Please wait to be recognized by the chair before speaking. Angie Glover asked the chairman permission to speak. Angie brought to the chair attention that an item on the agenda pertaining to bylaw changes are not in accordance with Chapter 418:4:86 of the special district proposal of bylaws of the State of Forida. Angie then asked that the entire item be removed, as is in violation of the above statute. Angie added that if the chairman does not comply with the law, that she should consider stepping down from her position.

There is one (1) vacant seat on the Board of Trustees. We encourage you to submit your letter of intent.

6. Approval of Meeting Minutes 9/14/26 and 9/24/26
   a. Motion to Approve- Corrections incomplete from 09/14 in regard to section (b) pipe flow final stages to include the gate house next June. Minutes of 09/14/26 were tabled for the next BOT meeting.
   b. Patti Peck made a motion to accept the meeting minutes of 09/24 with wording correction, and Toni Beatty second.
   c. Call to Vote- Yes 8 No 0

7. ACC Report -Deb Nixon read Karen Foote letter to the BOT volunteering to step up and act as advisor for the ACC committee. After researching the ACC positions in the PMHPMHPRD bi-laws book, Angie Glover made a motion to accept Karen Foote as ACC Advisor. Deb Nixon second. Yes. 8 No 0.

8. District Report- Dan went over the new roof leak in the billiards room, and shared the vents were not under warranty when the roof seal was completed over summer. Dan stated he will have the maintenance team seal around the said leaking vent to see if that solves the issue. Dan shared from Juniper the new lawn team that the rain has held them back from completing their lawn schedule, and that this should be available asap. Dan also shared they reached out to AJs family, and he has no new update as to his condition.

Motion to accept the DM report made by Patti Peck, Deb Nixon second.
Yes. 8 No 0.

9. HPPOA Report- Jennifer Rye shared this month's events, meeting and fund raiser dates.

10. Media Troubles please call 321-349-5641 "DM Cell Phone"
Paul Defosse asked that we consider RFP (request for proposal) for the audio equipment upgrade for review to have meeting audio improved.

11. OLD BUSINESS

A. Employee Raises-See Patti Pecks breakdown of each employee approved and unapproved raises as voted upon at this meeting.

a. Motion to discuss made by Deb Nixon, second by Annette Ragas. Call to Vote- Yes 8, No 0.

b. Discussion-After detailed discussions of each employee raises individually at 3% to 5%, Patti Peck has agreed to include the updated raise approvals for the next BOT meeting. District Manager raise is to be added to the next agenda. Patti Peck made the motion to accept 5%, second by Ron Wilde. Call Vote. Yes 4 No 4. Deb Nixon made a motion to accept 3% for DM, Paul Defosse second. Yes 4 No 4. Deb Nixon then made a motion for a 4% raise for the DM, Toni Beatty second. Yes 2 No 6. No conclusion.
Next, Jason Werle raise at 3%, Toni Beatty second. Vote Yes 4 No 4. Angie Glover then made a motion to accept a 4% raise for Jason Werle second by Annette Ragas.
Vote Yes 7 No 1.
Original Motion made by Deb Nixon to accept 3% raise for Jodi Gorres, second by Toni Beatty. Yes 3 No 5. Ron Wilde made a new motion to accept a 5% raise for Jodi Gorres. Paul Defosse second. Vote Yes 5 No 3.
Kay Russo - Motion made by Deb Nixon for a 5% raise. Ron Wilde second. Yes. 8 No 0. Manuel Melara - Deb Nixon made a motion to accept a 3% raise and Angie Glover second. Vote Yes 4 No 4. Patti Peck then made a motion to offer Manuel Melara a 5% raise, Ron Wilde second. Vote Yes 5 No 3.
Remaining employees with less than a one-year tenure with no exception, and those whose earnings stayed the same are: Kyle Davin, Patrick Hamilton, William Trease, Gary Garcea, Bryan Deem, Magdelana Zynwala, Greg Collins, Paul Goblick.

c. Call Vote- All 3% increases as seen on the updated list for the BOT motion by Toni Beatty, second Deb Nixon. Yes 8 No 0. This includes David Barrie, Steve Wooldridge, Anel Jean, Michael Hines, Nigel Thomas and Leon Thomas.

B. Electric Upgrades

a. Motion- Motion to approve electrical upgrades BEST Electric made by Patti Peck, second by Deb Nixon. $3091.87 without ceiling fans.

b. We really need this done for the outer wall as existing electrical is from the 1970s.

c. Call to Vote-Yes 7 No 1.

12. New Business

A. Bylaws-Chairman asked we table to the next agenda. Motion to discuss by Patti Peck, second by Toni Beatty. Call to Vote – Yes 8, No 0.

Angie Glover brough to the BOT attention at the meetings opening that this topic needs to be removed from discussion as unlawful.

B. Duct Cleaning

Motion to approve duct cleaning by Annette Ragas, second by Ron Wilde.

Call to Vote – Yes 8, No 0.

13. Suggestion Box: none.

14. Public Comments: A resident inquired about lawn service schedule.

15. Trustee Comments/Announcements: Paul Defosse requested anyone interested in participating on a dog committee to contact him. Thank you for coming.

16. Adjournment- Patti Peck made motion to adjourn at 9:22 pm.

Debbie Nixon, Secretary Date

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RESERVE ACCOUNTS POLICY

There may be a time when a reserve account needs to be established in order to plan for a high cost infrastructure improvement. This would establish a plan for the Park so as not to have to borrow a large sum and have a loan payment over several years. Although borrowing may be necessary depending on the timing and rate of savings before an infrastructure improvement is necessary.

The Board of Trustees establishes the need for a Reserve Account(s) and it is identified by name, (ie. Pools).

A base amount is identified as its own line item on the monthly Treasurer's Report. This line would be found directly below the Operating & Fixed Rate line on the report.

This is NOT a separate account established for Reserves. It is an EARMARKED amount of the total cash assets of the Park and will ONLY be used for their intended purpose.

Trustees will determine the minimum cash amount to be kept in the ~~TD Bank Operating Line~~ Valley National Bank available to the Park. ($500,000, $600,000, $750,000).

If a Reserve Fund(s) are established during the middle of a budget year, a base amount must be determined and approved by the trustees at the time. ($50,000, $100,000, $250,000). This amount would be placed in the Reserve Line and removed from the Operating & Fixed Rate Line.

Reserve(s) will be funded on an annual basis beginning Oct. 1st.

At the end of a budget year the Trustees may consider rolling over any remaining Contingency Funds into Reserve Fund(s).

Similarly, at the end of a budget year, the Trustees may consider rolling over any monies above the minimum cash amount of the ~~TD Bank Operating Line~~ Valley National Bank into Reserve Fund(s).

Reserve Fund(s) should be considered specific funds to be used for specifically intended projects, however; should the Park experience some catastrophic event that exhausts available funds, the Reserve Fund(s) would be available.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the PORT MALABAR HOLIDAY PARK MOBILE HOME PARK RECREATION DISTRICT, an independent special district, as the Employer, with the principal place of business located at 215 Holiday Park Blvd, Palm Bay, Florida 32907 hereinafter referred to as the ("DISTRICT") and DANIEL F. TARNOWSKI (hereinafter referred to as "TARNOWSKI").

WHEREAS the DISTRICT and TARNOWSKI desire to enter into an Agreement that memorializes the parties' mutual duties and responsibilities with respect to the District Manager; and

WHEREAS, the purpose of this Agreement is to: (1) to provide certain benefits to, establish certain conditions of employment for, and set the working conditions of TARNOWSKI in the District Manager position; (2) provide inducements that secure and retain the services of TARNOWSKI as the District Manager; and (3) provide means for the District to terminate TARNOWSKI services should circumstances warrant such action: and

WHEREAS TARNOWSKI desires to serve as the DISTRICT'S District Manager pursuant to the contractual terms provided herein.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereby agree as follows:

SECTION I – DUTIES AND RESPONSIBILITIES

A. TARNOSWKI is employed as the District Manager of the DISTRICT as a salaried employee at an executive and managerial level. As the District Manager for the DISTRICT, TARNOWSKI shall follow the district's policies and procedures, perform management duties including those defined in 29 C.F.R. 541.102 when applicable, and otherwise perform the customary duties of a District Manager. In addition, the District Manager shall perform all duties and responsibilities imposed upon him by the Board of Trustees, applicable laws, regulations and policies of the DISTRICT, as well as all other proper and legally permissible duties as the DISTRICT may direct him to perform, including, but not limited to, the following responsibilities:

1. Attend all meetings of the Board of Trustees at which TARNOWSKI'S attendance is required, except for as excused by the Chair.

2. Perform the duties of District Manager for the DISTRICT and be responsible to the DISTRICT Board of Trustees for proper administration and management of all affairs of the DISTRICT.

3. Except for members of the Board of Trustees, appoint and remove, at any time, all employees and contractors of the DISTRICT, subject to applicable federal and Florida law, the rules, regulations, and policies of the DISTRICT, and the binding agreements of the DISTRICT.

4. Recommend for adoption by the Board of Trustees such measures as TARNOWSKI may deem necessary or expedient to achieve and carry out the purposes and goals of the DISTRICT.

5. See that all laws, ordinances, rules, regulations, resolutions, policies, and other directives of the DISTRICT adopted by the Board of Trustees are faithfully executed.

6. On or before 30 April each year, TARNOWSKI will prepare and submit a proposed DISTRICT budget and work with the Board of Trustees in its analysis and review.

7. Implement departmental budgets, with concern for budget limits and cash flow for the DISTRICT, prepare and maintain proper reports and records, and work with community groups and governmental agencies with respect to Special District, prevention and safety issues and submit to the Board of Trustees such reports as may be required;

8. Oversee departmental vehicle and equipment needs, and the maintenance of all departmental buildings.

9. Develop and update the five-year plan for the DISTRICT.

10. Analyze and assess staffing needs and prepare a report in connection therewith which is to be submitted to the Board of Trustees for its annual review.

11. Update and maintain the hurricane plan for the DISTRICT.

12. Perform such other duties, responsibilities and administrative or management functions as outlined in the job description for the District Manager position, in accordance Florida law and the ordinances, rules, regulations and policies, and resolutions of the DISTRICT adopted by the Board of Trustees. These may be amended from time to time by the State of Florida or the Board of Trustees.

B. TARNOWSKI shall work as follows:

1. TARNOWSKI will work ten (10) regular work shifts during the 14-day pay period. Each shift will be for eight (8) hours. During these shifts, TARNOWSKI shall be expected to perform the managerial duties of the DISTRICT but shall also be expected to respond to calls for service during these scheduled shifts, including, but not limited to fire and serious medical emergency calls.

2. TARNOWSKI shall be responsible for scheduling all staffing of the DISTRICT in conformance with ISO standards.

3. TARNOWSKI shall keep an accurate time sheet and submit it to the Chair of the Board of Trustees for each pay period in conformance with the DISTRICT'S normal time keeping and payroll practices that reflect all time worked during said pay period, including scheduled time and time actually spent working during off-duty time.

SECTION II – COMPENSATION

A. Base Wage: TARNOWSKI shall be paid a base salary of $78,750. annually, with an annual increase to be determined by the Board of Trustees at raise time.

B. Tools of the Trade: The DISTRICT shall provide TARNOWSKI with the necessary tools of the trade to perform his duties. Such tools of the trade shall include but are not limited to the following: desktop computer, laptop computer, cellular phone, golf cart, and radio communication equipment.

C. Professional Dues, Travel and Job-Related Expenses:

a. The DISTRICT shall pay reasonable professional dues and subscriptions of TARNOWSKI that are necessary for his participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement that are pre-approved as part of the annual budget development.

b. The DISTRICT shall pay reasonable applicable travel and per diem expenses of TARNOWSKI pursuant to Florida Statutes §112.061, for short courses, institutes, and seminars that are necessary for employee's professional development and for the benefit of the DISTRICT that are pre-approved by the Board of Trustees.

c. TARNOWSKI shall keep the Board of Trustees apprised of all travel plans that cause TARNOWSKI to be away from the DISTRICT for more than forty-eight (48) hours.

SECTION III – BENEFITS

A. Benefits:

A. Vacation

The Manager shall be provided with paid holiday, sick leave, bereavement leave, personal leave if any, that are provided to all other District employees. Manager will be entitled to Vacation below:

1-5 years of employment	2(two) weeks vacation
6-10 years of employment	3(three) weeks vacation
11-20 years of employment	4(four) weeks vacation

B. Time off

A total of 10 (ten) personal/sick days to be used at the Managers' discretion. Written notice will be provided to the chairman of the Board of Trustees

SECTION IV – TERM/TERMINATION/RENEWAL/SEPARATION/SEVERANCE

A. Term: Unless otherwise extended, renewed, or terminated as provided for in this. Agreement, the initial term of this Agreement shall commence on12/22/2025 and shall expire at 11:59 p.m. on 11/30/2026.

B. Termination: This Agreement shall expire on its own terms or upon the office of the District Manager becoming vacant. Additionally, the Agreement may be terminated by TARNOWSKI or by the DISTRICT in the following ways:

1. Termination for "cause":

a. The DISTRICT may terminate TARNOWSKI for cause by an affirmative vote of 75% of the members of the Board of Trustees in attendance at a duly noticed public meeting.

b. "Cause" is defined as follows:

i. TARNOWSKI has been arrested for, charged with, placed in a court-sanctioned diversionary program for, sentenced for, convicted or adjudged guilty of, or plead no contest to, any felony or misdemeanor

offense; or

ii. TARNOWSKI is found to have committed gross mismanagement, malfeasance, misfeasance, gross waste of public funds, or gross neglect of duty; or

iii. TARNOWSKI fails or refuses to comply with any DISTRICT policy, practice, or procedure or direct lawful instruction given by the Board of Trustees; or

iv. TARNOWSKI becomes incompetent or otherwise permanently unable to perform official duties of the position; or

v. TARNOWSKI receives a determination of total and permanent physical or mental disability; or

vi. TARNOWSKI has been found to have committed misconduct as defined in Florida Statutes §443.036(29); or

vii. TARNOWSKI has been found in violation by the Florida Commission on Ethics to: (1) have directly or indirectly (personally or through an immediate family member) accepted gifts or gratuities in excess of $100.00; (2) have directly or indirectly (personally or through an immediate family member) accepted gifts or gratuities in furtherance of influencing official governmental action regardless of amount or value; or (3) be otherwise in violation of state reporting or ethics laws, rules, or precedent, including those outlined in Ch. 112, Florida Statutes; or

viii. TARNOWSKI has been found to have misused his public position or breached the public trust; or

ix. TARNOWSKI breaches the terms of this Agreement; or

x. TARNOWSKI tests positive for or is under the influence of any controlled substance, drug, or other substance prohibited by state or federal law; or

xi. TARNOWSKI retires or resigns.

2. Termination "without cause". The DISTRICT may terminate TARNOWSKI without cause by an affirmative vote of 75% of the members of the Board of Trustees attending at a duly noticed public meeting. Should TARNOWSKI be terminated without cause, TARNOWSKI shall be entitled to the severance identified in Section IV B

3. Applicable Termination Policy. The Parties agree that the provisions governing termination set forth herein are the governing policy applicable between the DISTRICT and TARNOWSKI and that no other agreements, entitlements, hearings, proceedings, mechanisms, or procedures for appeal or relief are available. To the extent necessary, the Parties waive their rights and opportunities to grieve, appeal, or otherwise challenge any decision regarding termination taken in accordance with this Agreement.

4. Resignation or retirement by District Manager. If TARNOWSKI desires to resign or retire during the term of this Agreement, he shall provide at least sixty (60) days written notice to the DISTRICT. If TARNOWSKI resigns or retires prior to the expiration of the Agreement or any extension thereof, he shall be paid at his then rate of pay for all work performed pursuant to this Agreement during said sixty (60) day period.

5. Termination by mutual agreement. This Agreement may be terminated by mutual agreement of TARNOWSKI and the DISTRICT in writing upon such terms and conditions as may be mutually beneficial.

C. Benefit Accrual. In all instances associated with the termination, retirement, or resignation of TARNOWSKI as the District Manager, TARNOWSKI shall be entitled to all earned and accrued benefits specifically provided for in "Section III-Benefits".

D. Severance. "Severance Pay" as used herein, shall mean the actual or constructive compensation, including wages and benefits as defined by Florida Statutes §215.425(4). If this Agreement is terminated "without cause" during the term of the Agreement, as described in this provision, the DISTRICT shall pay TARNOWSKI a single lump sum cash payment of four (4) weeks of TARNOWSKI'S salary wages per pay period in effect at the time of the termination of this Agreement. TARNOWSKI shall not be eligible for Severance Pay if TARNOWSKI is terminated for "cause" as outlined in Section IV B1., at any time during this Agreement.

D. Extension: TARNOWSKI and the DISTRICT may agree at any time to extend this Agreement for additional timeframes in excess of the dates set forth herein. Such extensions or renewals shall be evidenced in writing by a written amendment to this Agreement executed by both parties.

SECTION V - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The DISTRICT, in consultation with TARNOWSKI, shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of TARNOWSKI, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement or other applicable law. Notwithstanding the foregoing, any future DISTRICT policy, handbook, directive, practice, procedure, or protocol, as created and amended from time to time, shall apply to TARNOWSKI to the extent not in conflict with this Agreement or general law.

SECTION VI – GENERAL PROVISIONS

A. The text herein, all DISTRICT policies, protocols, directives, practices, handbooks, and procedures, as modified in good faith from time to time, or other referenced written materials are hereby incorporated by reference within this Agreement and shall constitute the entire agreement between the Parties, except as it may be amended in writing from time to time. Any amendments to the terms of this Agreement shall be in writing and signed by the Parties. This Agreement supersedes any prior agreements, written or oral, between the Parties.

The effective date of this Agreement shall be _____2025.

B. If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed to be severable and shall remain in full force and effect, to the extent authorized by Florida law.

C. The Parties agree that this Agreement has been entered into for their sole and exclusive benefit and by so doing do not intend to benefit any third party.

D. The parties hereby acknowledge and understand the contents of this Agreement; they have been advised by or have had an opportunity to consult with their own independent legal counsel and/or tax advisor regarding the provisions provided for in this Agreement and their implications. The parties enter this Agreement knowingly, freely, and voluntarily and acknowledge that no one has pressured, forced, or coerced them to do so.

E. Any waiver by either party of a breach of any provision within this Agreement shall not operate or be construed as a waiver or any subsequent breach or of any rights that said party may otherwise have.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that in the event of litigation the proper venue shall be Brevard County, Florida.

G. This Agreement may be executed in any number of copies, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, PORT MALABAR HOLIDAY PARK MOBILE HOME PARK RECREATION DISTRICT has caused this Employment Agreement to be signed and executed on its behalf by The Board of Trustees; and TARNOWSKI has executed this Employment Agreement in duplicate on the day and year indicated below.

PORT MALABAR HOLIDAY PARK DISTRICT

By: Rebecca Earnest
CHAIRMAN, REBECCA EARNEST
Date: 2-23-26

By: Toni Beatty
ASSISTANT TREASURER, TONI BEATTY
Date: 3-12-26

By: Patti Peck
TREASURER, PATTI PECK
Date: Feb. 18, 2926

By: Kathy Stone
SECRETARY, KATHY STONE
Date: 2-26-2026

By: Joanne Gaughan
TRUSTEE, JOANNE GAUGHAN
Date: 3-9-2026

By: Barbara Dufault
TRUSTEE, BARBARA DUFAULT
Date: Feb. 23, 2026

By:_____
TRUSTEE, ANGELA GLOVER
Date: _____

By: _____
DANIEL F. TARNOWSKI
Date: 2-18-26

STATE OF FLORIDA, COUNTY OF _____:

The foregoing instrument was acknowledged before me, a Florida Notary public, this day of 2025, by DANIEL F. TARNOWSKI, who is personally known to me or who has produced_____as identification and who did take an oath at the time of notarization.

Seal:

Signature:_____
Printed: _____
My commission expires: _____
Commission number:_____