



PORT MALABAR HOLIDAY PARK
MOBILE HOME PARK RECREATION DISTRICT

215 Holiday Park Boulevard NE
Florida 32907signe

September 24, 2021

HOLIDAY PARK BOARD OF TRUSTEES:

- 1.) Sidewalk replacement continues toward the club house down to the compound. Terry will have a report on the status.
- 2.) The contract for the LED project has been signed and e-mailed to Eau Gallie Electric. They have submitted the application for permit to the city of Palm Bay and have the NOC (notice of commencement). Once the permit is approved, Eau Gallie will schedule an appointment with FPL.
- 3.) 220 Blossom has been approved for demolition by the ACC, then the application for the permit will be submitted to the City of Palm Bay. 1042 Moonlight will be next. There is a contract pending for the purchase of 340 Holiday Park Blvd. ACC will be submitting violation letters to all owners in violation, this includes Palm Bay owned homes. All owners will have 30 days to correct the violations.
- 4.) I spoke to the contractors desk at Home Depot, the cabinets for the reception area in the lobby should be here November 9th . Hopefully the counter top will soon follow.
- 5.) With the weather cooling down, we will be renting a cherry picker to begin painting the trim around the club house, depending on the time frame, we may use it to trim the potocarpus plants at the entrance to the park. It may be more cost effective to have Alpine tree service trim them. We will re-evaluate when the painting has started.
- 6.) I received the attached e-mail from Sport Surfaces (bocce courts), I will be following up daily. They must submit a letter from the engineer, then get an inspection from Palm Bay. Once they have passed the inspection, they will install the turf and stain the middle concrete area. They have submitted a revised permit.
- 7.) The fountain at the back pond is repaired, Lake Drs has recommended we install an aeration system \$2,716.73. This will be a tremendous help controlling the algae and fountain maintenance.
- 8.) We are still waiting for the 2021 audit agreement from Suplee, Shae Auditors. We can begin auditing procedural and state requests, we will begin auditing the financials the end of September and continue until we receive all invoices and statements from 2021 fiscal year.
- 9.) Owen's Distributors has serviced, cleaned and replaced temperature guage on the dishwasher. Amerigas will be here this week to service and fill the propane tank. The kitchen was deep-cleaned and new mats were purchased. We are open for business!!



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10.) After there were threats from some residents stating they were going to be (packing) at a Board Meeting, we installed 3 signs at the door entrances to the club-house building. We are non-partisan, this is not a political statement, this is for the safety of the entire community and is enforceable by law.

11.) I met Attorney Karl Bohn at the courthouse in Viera early this Friday morning for the Order of Contempt against Karen Rogers 437 Holiday Park Blvd. Karen Rogers and her son appeared also. The Judge Made a Motion for a Partial Summary Judgement against Karen Rogers back in August. Please see page 3 of the attached Judgement. The gate staff has been instructed NOT to allow anyone in to 437 HPB. No call ins, no one. They have also been instructed to call 911 if there is a problem.

12.) Our 2021-2022 budget will begin October 1st please see the recommended increase in staff payroll.

Please, if you have not been vaccinated be courteous and wear a mask when entering the Administrative building!!

Sincerely,

Sheree Morris

District Manager

Port Malabar Holiday Park

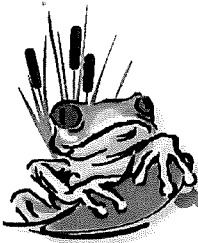
sheree@holidayparkfl.com

From: Chris Bolender <chris@sportsurfaces.com>
Sent: Thursday, September 23, 2021 10:20 AM
To: sheree@holidayparkfl.com
Cc: Mary
Subject: UPDATE

Hi Sheree,

We may have to revise the permit or get this signed off by an engineer. The lull of time is due to the fact that our first engineer wanted to see something not required. ON to the next. We are working fast as we can. We had to pull the equipment today because we only have so may bobcats, and lots of other work going on now.

Respectfully,
Chris Bolender



The Lake Doctors, Inc.
Aquatic Management Services

Corporate Offices
3543 State Road 419
Winter Springs, FL 32708
1-800-666-5253
lakes@lakedoctors.com
www.lakedoctors.com

Sales Agreement
Kasco

FJS/709727

This Agreement, made this _____ day of _____, 20____ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

PROPERTY NAME (Community/Business/Individual) _____

MANAGEMENT COMPANY _____

INVOICING ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE () _____

EMAIL ADDRESS _____ EMAIL INVOICE: YES OR NO

THIRD PARTY COMPLIANCE/REGISTRATION: YES OR NO THIRD PARTY INVOICING PORTAL: YES OR NO

***If a Third Party Compliance/Registration or an Invoice Portal is required; it is the customer's responsibility to provide the information*

Hereinafter called "CUSTOMER" PURCHASE ORDER #: _____

The parties hereto agree to follows:

A. THE LAKE DOCTORS agrees to install or supply the following equipment in accordance with the terms and conditions of this Agreement in the following location(s):

One (1) RA2-PM complete aeration system for the back pond associated with **PORT MALABAR HOLIDAY PARK**, Palm Bay, FL.

EXCLUDES ANY ON-SHORE ELECTRICAL WORK. **Installation will be scheduled upon receipt of deposit**

B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified equipment:

1.	One (1) Kasco RA2-PM 230V Complete Aeration System with 200' Weighted Tubing	\$	1,939.00
2.	Miscellaneous Hardware	\$	INCLUDED
3.	Delivery and Installation	\$	600.00
4.	7% Florida Sales Tax	\$	EXEMPT
	Total of Services Accepted	\$	<u>2,716.73</u>

A deposit of \$1,358.37 shall be payable upon execution of this Agreement. The balance shall be payable **upon installation**, plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement. **THE LAKE DOCTORS** considers this sale as made in Florida and is not responsible for the payment of any out-of-state (non-Florida) taxes except as required by law.

C. THE LAKE DOCTORS agrees to sell only products with a demonstrated reliability and quality.

D. THE LAKE DOCTORS agrees to supply equipment within **forty-five (45) business days**, subject to availability, with receipt of this executed Agreement and required advance deposit.

E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before **October 21, 2021**.

F. The terms and conditions form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed

Signed _____ Dated _____

FABIAN J. STERN, ASST. VICE PRESIDENT-SALES

Name _____

TERMS AND CONDITIONS

1. Equipment sold by THE LAKE DOCTORS is warranted to be free from defects in materials and workmanship per warranty of the respective equipment manufacturers. For details, see MANUFACTURER'S warranty.
 - 1 year: Teich-Aire Linear Compressors, Bantam Diffused Aeration, PUCK Lights
 - 2 year: XStream 2400, all other 2400's, 3400's, 4400's, LEDC11 light kits, LEDS19 light kits, RGB LED kits, Teich-Aire Rocking Piston compressors
 - 3 year: 8400's, 3.1's, 5.1's, 2.3's, 3.3's, 5.3's, 7.3's
 - 5 year: Diffuser assembly, Base mount and post mount cabinets for Robust-Aire Systems
 - 10 year: SureSink weighted tubing for Robust-Aire Systems

The liability is limited to the repair or replacement of such items deemed by MANUFACTURER to be defective and will not include items damaged by misuse, vandalism, theft, acts of God or other causes. CUSTOMER shall bear the cost of delivering such defective items to THE LAKE DOCTORS or MANUFACTURER for repair. Any repairs, alteration or modifications made by anyone other than an authorized representative of THE LAKE DOCTORS or MANUFACTURER will void the warranty. Warranty work will not be performed or paid for by THE LAKE DOCTORS or MANUFACTURER unless all past due balances are paid in full. No warranty is made or implied regarding the ability of the equipment to control algae, prevent fish kills, control odors or other performance criteria not directly related to proper mechanical function of the equipment.
2. Failure to follow the MANUFACTURER'S required maintenance may void warranty.
3. Items not covered under our warranty will be treated and billed as regular service calls. Examples of non-warranty work include cleaning of light lenses, unclogging of nozzles and filters, valve adjustments, resetting tripped breakers.
4. CUSTOMER shall be responsible for providing proper electrical power and performing electrical hookups. All electrical work shall meet all applicable governmental requirements. Said power shall be supplied to a designated site agreed upon by THE LAKE DOCTORS and CUSTOMER and generally within 30' or less of lake or ponds edge. In all cases, power supplied should be in accordance with Article 680 and other appropriate provisions of the National Electrical Code including the use of ground fault circuit interrupter-type breakers on each submersible equipment circuit above 15 volts between conductors. It shall be CUSTOMER'S responsibility to ensure that proposed equipment to be supplied by THE LAKE DOCTORS meets all other governmental standards, including but not limited to, local electrical codes, building codes, etc. Additionally, CUSTOMER shall be responsible for obtaining any necessary permits.
5. Due to possible electrical shock hazards resulting from improper functioning of defective equipment, THE LAKE DOCTORS strongly advises CUSTOMER and other responsible parties to prohibit swimming and wading in ponds or bodies of water in which electrical equipment has been installed. Posted notice is advised.
6. THE LAKE DOCTORS does not assume any liability whatsoever for damages, losses or conditions arising from improper use or maintenance of equipment installed by THE LAKE DOCTORS or MANUFACTURER. Furthermore, THE LAKE DOCTORS and MANUFACTURER assumes no liability whatsoever for damages, losses or conditions arising from equipment purchased from THE LAKE DOCTORS and improperly installed, used or maintained by CUSTOMER or others.
7. THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages.
8. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
9. THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that provided by THE LAKE DOCTORS.
10. This Agreement is not assignable by CUSTOMER except upon prior written consent by THE LAKE DOCTORS.
11. Termination of Agreement in writing by CUSTOMER after initiation of Agreement will be subject to a 20% restocking fee plus all shipping costs and subject to a charge equal to time and materials expended upon time of cancellation.
12. Quotations are made and orders accepted on a firm price basis provided customer authorizes shipment and delivery within a period of forty-five (45) days after execution of Sales Agreement. Orders shipped after ninety (90) days are subject to prices in effect on date of shipment. All shipments F.O.B. shipping point.
13. Special or custom orders are not returnable for credit. A special or custom order is defined by THE LAKE DOCTORS as any order deviating from, or modified from, standard items, kits or systems. This shall include any component or system custom built to buyer's specifications.
14. This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
15. THE LAKE DOCTORS reserves the right to impose a monthly service charge on past due balances. CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services.
16. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys' fees (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
17. If the scope of work changes after the execution of the Agreement, the Agreement can be cancelled or the customer will assume any additional cost to complete the modified agreement.

IN THE CIRCUIT COURT OF THE
18th JUDICIAL CIRCUIT IN AND
FOR BREVARD COUNTY, FLORIDA

PORT MALABAR HOLIDAY PARK
MOBILE HOME RECREATION
DISTRICT, a City of Palm Bay,
Brevard County, Florida,
Independent Special District

CASE NO. 05-2021-CA-015780-XXXX-XX

Plaintiff,

vs.

KAREN R. ROGERS, *et al*

Defendants.

ORDER FOR CONTEMPT AGAINST DEFENDANT KAREN ROGERS

This cause having come before the Court on September 24, 2021 on the Court's Oder to Show Cause dated September 14, 2021 directed to the Defendant KAREN ROGERS and the Court after reviewing the pleading and being otherwise fully advised finds and orders as follows:

1. On August 9, 2021 the Court granted the Plaintiff, PORT MALABAR HOLIDAY PARK MOBILE HOME RECREATION DISTRICT's, (hereinafter "HOLIDAY PARK") Motion for Partial Summary Judgment against Defendant KAREN ROGERS and the Court in the Partial Summary Judgment scheduled a Status Conference Hearing for August 31, 2021.
2. The Plaintiff filed proof that the Partial Summary Judgment was served upon the Defendant KAREN ROGERS.
3. The Status Conference was held on August 31, 2021 and the Defendant KAREN ROGERS did not appear. Appearances were by Plaintiff's Counsel and Defendant Paula Stanson.

4. In the Partial Summary Judgment the Defendant, KAREN ROGERS, was given 45 days from August 4, 2021, to provide HOLIDAY PARK proof from the City of Palm Bay that the potable water supply to the property located at 437 Holiday Park Blvd., Palm Bay, Florida has been turned back on and now services that property. The Court further provided that should the Defendant KAREN ROGERS fail to comply with the provisions of the Partial Summary Judgment the Court could enter additional orders, including, without limitations, a contempt order for fines, confinement and requiring the Sheriff of Brevard County to forcibly remove the Defendant KAREN ROGERS from 437 Holiday Park Blvd., Palm Bay, Florida.

5. The Court entered an Order to Show Cause on September 14, 2021 as to why the Defendant KAREN ROGERS should not be held in contempt for her failure to appear at the status conference on August 31, 2021.

6. In addition, the Order to Show Cause entered on September 14, 2021 provided that should the Defendant KAREN ROGERS fail to provide HOLIDAY PARK, within 45 days from August 4, 2021, proof from the City of Palm Bay that the potable water supply to the property located at 437 Holiday Park Blvd., Palm Bay, Florida has been turned back on and now services that property she must show cause why she should not be held in contempt for failing to supply such proof.

7. The Court finds that the Defendant KAREN ROGERS failed to provide HOLIDAY PARK, within 45 days from August 4, 2021, proof from the City of Palm Bay that the potable water supply to the property located at 437 Holiday Park Blvd., Palm Bay, Florida has been turned back on and now services that property.

8. The Court also finds that the Order to Show Cause entered on September 14, 2021 was served on the Defendant KAREN ROGERS.

9. The Defendant KAREN ROGERS did did not appear at the September 24, 2021 hearing to show cause.

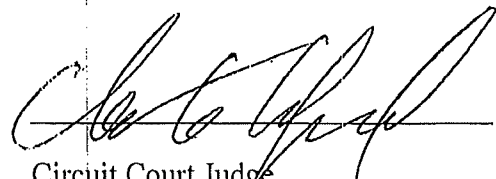
Therefore it is **ORDRED** and **ADJUDGED** as follows:

10. Defendant KAREN ROGERS is hereby held in contempt of court for her willful failure to appear at the status conference on August 31, 2021 and for her willful failure to provide HOLIDAY PARK, within 45 days from August 4, 2021, proof from the City of Palm Bay that the potable water supply to the property located at 437 Holiday Park Blvd., Palm Bay, Florida has been turned back on and now services that property

11. The Court hereby orders that the Defendant KAREN ROGERS and all those claiming occupancy through KAREN ROGERS vacate and remove all their possessions from the property located at 437 Holiday Park Blvd., Palm Bay, Florida by November 1, 2021. Should the Defendant KAREN ROGERS and all those claiming occupancy through KAREN ROGERS fail vacate and remove all their possessions from the property located at 437 Holiday Park Blvd., Palm Bay, Florida by such date, the Court will enter an ex parte order authorizing the issuance a Writ of Possession in favor of HOLIDAY PARK upon the submission of an affidavit attesting to the Defendant KAREN ROIGERS' failure to vacate the said property by such date.

12. Counsel for the Plaintiff shall serve a copy of this order upon the Defendant KAREN ROGERS within 5 days from the date this order is entered by regular mail and shall efile a notice certifying service.

DONE and ORDERED in Chambers at Viera, Brevard County, Florida this 24th day of September, 2021.


Circuit Court Judge

Raises

Names	Current Pay	3% Rounded	Raise		Comments
Collins	\$ 10.25			\$12.00	_____
Cornett	\$ 10.00			\$12.00	_____
Deem	\$ 10.00			\$12.00	_____
Kase	\$ 10.50			\$12.00	_____
Pressley	\$ 16.00			Same	_____
Bonnitto	\$ 15.00			Same	_____
Herrin	\$ 16.00	3%	\$ 0.50	\$ 16.50	_____
Lyon	\$ 18.00	3%	\$ 0.60	\$ 18.60	_____
Morris	\$ 72,000.00	3%	\$ 2,160.00	\$ 74,160.00	_____
Richardson	\$ 15.00	3%	\$ 0.50	\$ 15.50	_____
Rivera	\$ 17.00	3%	\$ 0.60	\$ 17.60	_____
Simmons	\$ 13.50			\$ 15.00	_____
Woolridge	\$ 12.00			\$15.00	_____
			Difference	\$2,142.95	Annual Increase per pay period