

**ADDITIONAL MATERIAL
REGULAR MEETING**

NOVEMBER 15, 2022

SUBMITTED AT THE REQUEST OF

**GREG JACOBS
(DELEGATION REQUEST – ITEM #62)**

October 19, 2022

Dear Mr. Jacobs:

Please receive our reply to your email to our attorney Scott Baker dated October 11, 2022, in which you requested an extension of time to move out of Lakeside Park Estates. You wrote:

"...understand this is done in an effort for all of us to spring into a better existence. I hope we are all in agreement and positive about that possibility."

Yes sir, we are in agreement. We sincerely welcome this opportunity to work together and hasten to your invitation. Your request is granted. Should you determine that you need additional days in the week of January 3, 2023, to accommodate your transporter please let us know. If we can assist you in clearing your lot, please coordinate with the office so that we can schedule help. As you know first-hand, when water lines are not properly disconnected and capped it can cause interruption of water service in the Park. We can assist you with this also.

You mentioned that you paid to your new landlord a security deposit and last month's rent and that the first month's rent (January) is due upon occupancy (essentially three months rent all-in). We would like to extend to you the opportunity to forego payment of your rent which is currently due and through Dec. 31, which we would apply as an advance on your incentive payment if this will help to alleviate some of the financial hardship.

Gregory, Renee and I and the Park staff are committed to working with you.

Respectfully,



Kevin Mirabal

Park Management

From: Greg Jacobs < > **Sent:** Tuesday, October 11, 2022 7:56 PM **To:** D. Scott Baker < > **Cc:** John Ohara Lawyer Attorney < >; Andrew < >; Rharrod broward Co atty < >; adam katzman broward lawyer < > **Subject:** Departure Timeline Jacobs Lakeside Park Estates Jan 3?

Hello Mr. Baker:

Following my failed attempts at connecting directly with you recently via teleconference, I offer the following for your response:

I trust that this writing finds you and yours well after the recent strike of Hurricane Ian to our State. I am delighted to inform you that I have secured alternate housing arrangements. Unfortunately there is a small snag. The current occupant will not disembark from the lot until December 31, 2022. The new landlord stated they would like to clean the lot before I take occupancy the next day. Not sure how much work will be done on New Year's Day, my optimism is high though. Because of these further circumstances beyond my control, I am asking for a grace period of a few days say January 3rd, provided my transporter arrives on schedule. I can provide you with verification of my new housing arrangements. I have paid a security deposit and last month's rent to secure it. First month's rent due upon occupancy. I am reaching out to you now so that any and all friction around my exit shall be avoided. Considering the timing falls in the middle of the Holiday Season I believe this to be a quite reasonable request. All personal property shall be removed and the lot will be as I rented it in December 2020, upon my eagerly anticipated departure from Lakeside Park Estates 3300 Pembroke Rd, Hollywood Fl, 33021-8280. I will provide you with the service disconnection document from Florida Power and Light as soon as I can obtain it. Let me know if this request is amenable to all.

Thank you for your time and attention to this matter as we work towards an amicable and equitable solution(s) for everyone. I am reaching out directly to you with this information as both the current TBN representatives on the property have proven time and again to not be worth speaking with. For the sake of brevity I will not elucidate at this time, but point out that several instances of mistreatment of residents in various capacities, including but not limited to the clear disregard for the Broward Commission agreement, are well documented, and included in the public record(s). I have no intention now or in the future of ever having direct contact with either. Fair enough? Pardon me for bringing out this very negative aspect of things, but understand this is done in an effort for all of us to spring into a better existence. I hope we are all in agreement and positive about that possibility.

Thank You

Very Much

and All My Best,

Greg Jacobs

THE O'HARA LAW GROUP

A PROFESSIONAL ASSOCIATION

1200 N. FEDERAL HWY, SUITE 200
BOCA RATON, FL 33432
TEL: (561)210-8492 FAX: (561) 210-8301

October 26, 2022

VIA ELECTRONIC MAIL

Kevin Mirabal
LPE Management
Lakeside Park Estates
3000 Pembroke Rd
Hollywood FL 33021

RE: Greg Jacobs
3300 Pembroke Dr. Lot 847
Hollywood FL 33021

Dear Mr. Mirabal:

Please be advised that this firm represents Greg Jacobs regarding the above referenced property. All communication or correspondence in this matter moving forward should be addressed to our office and not to our client.

My client forwarded your correspondence dated October 19, 2022 regarding the deferment of past due rental payments through December 31, 2022, and the application of that rent to his incentive payment. He also forwarded your email from yesterday in which you state that unless he responded to you within 24 hours, you would be moving forward with eviction proceedings.

My client is interested in discussing this proposal; however, he would prefer that any such discussion not be held at the Management Office. My client has requested my assistance in negotiating this matter, so we can arrange a mutually agreeable time and date for a phone call to discuss the matter further.

If you would prefer that I arrange to speak with your attorney, Scott Baker, I will be amenable to calling Mr. Baker's office directly and discuss the matter with him. Additionally, my client has requested that all communication from Renee CEAST and DESIST immediately.

It is our hope that a mutually agreeable resolution can be reached in this matter, and further action will be unnecessary. Should you have any questions regarding the above, please feel free to contact our office at the above address.

Very truly yours,

John J. O'Hara

John J. O'Hara, Esq.

Lakeside Park Estates

3300 Pembroke Road,
Pembroke Park, FL 33021
(954) 962-7400

October 28, 2022

Via Hand Delivery

Gregory Jacobs
3300 Pembroke Road, Lot 847
Pembroke Park, FL 33021

NOTICE TO PAY RENT OR VACATE

Dear Gregory:

This notice is sent to you pursuant to section 83.56(3), Florida Statutes. You are hereby notified that you are indebted to Trinity Broadcasting of Florida, Inc., d/b/a Lakeside Park Estates, in the sum of **\$900.00** for the rent and use of 3300 Pembroke Road, **Lot 847** Pembroke Park, Florida 33021, located in Broward County, Florida, now occupied by you. Lakeside Park Estates demands payment of the rent or possession of the premises within three days (excluding Saturdays, Sundays, and Legal Holidays) from the date of delivery of this notice to wit: on or before **November 2, 2022**. Payment must be made at Lakeside Park Estates.

Please note that your payments of any rent due does not change, nullify, or otherwise affect any previous notices delivered by Lakeside Park Estates.



Renee Archambault
Office Coordinator
Lakeside Park Estates
3300 Pembroke Road
Pembroke Park, Florida 33021
Tel.:954-962-7400

IN THE COUNTY COURT IN THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

TRINITY BROADCASTING OF FL
INC.,

CASE NO.: COSO 22-005906

Plaintiff,

v.

JULIA PERAFAN,

Defendant.

COMPLAINT

Plaintiff TRINITY BROADCASTING OF FL INC., a Florida not for profit corporation, ("Plaintiff") by and through its undersigned counsel, file this Complaint against Defendant JULIA PERAFAN ("Defendant"), and alleges:

COUNT I - TO RECOVER POSSESSION
FOR FAILURE TO MAINTAIN - FLORIDA STATUTE § 83.52

1. This is an action to evict a tenant from recreational vehicle park in Broward County, Florida.
2. Plaintiff is the current title holder of the following described real property in Broward County: a recreational vehicle park located at 3300 Pembroke Rd, Pembroke Park, FL 33021 ("Property").
3. Defendant has parked her recreational vehicle and has possession of Lot #335 ("Lot"), which is located in the Property, pursuant to an expired lease agreement that commenced on April 15, 2020. A copy of the lease agreement is attached as Exhibit "A".
4. Since Defendant has had possession of the Lot in the Property for more than six (6) months, Defendant is not a transient guest and the eviction process is governed by the procedures detailed in Florida Statutes Chapter 83, Part II.
5. Florida Statute § 83.52, states that Defendant, at all times during her tenancy, shall "[c]omply with all obligations imposed upon [her] by applicable provisions of building, housing, and health codes."

6. However, on October 18, 2021, Defendant was cited by the Town of Pembroke Park for violating multiple town ordinances. A copy of the "Case Overview" listing the violations is attached as Exhibit "B".

7. As such, pursuant to Florida Statute § 83.56(2), the Landlord served Defendant with a seven (7) day notice on September 23, 2022, demanding that she remedy the aforementioned noncompliance, or her lease shall be terminated. A copy of the seven (7) day notice is attached as Exhibit "C".

8. Notwithstanding, Defendant has failed to comply with the provisions of the building code and the seven (7) day notice.

9. As such, Plaintiff has elected to terminate Defendant's lease.

10. Plaintiff is entitled to possess the Property and remove all of Defendant's tangible personal property from the Lot.

11. Plaintiff requests that this count to recover possession proceed pursuant to Florida's Eviction Summary Procedure, under Florida Statute 83.59 and Florida Statute 51.011.

WHEREFORE, Plaintiff requests judgment against Defendant restoring Plaintiff to the possession of the Lot and removing all of Defendant's tangible personal property, including the recreational vehicle, together with reasonable attorney's fees and costs of suit, and such other and further relief as the court may deem proper.

Respectfully submitted,

s/ Juan J. Perez

Juan J. Perez, Esq.

Attorney for Plaintiff

TRINITY BROADCASTING OF FL INC.

Fla. Bar No.: 659843

J. PEREZ LEGAL, PA

9710 Stirling Road, Suite 104-105

Hollywood, Florida 33024

Phone: (954) 450-2585

Fax: (954) 450-2595

Email: jperez@jjplegal.com

From The Desk of Greg Jacobs
3300 Pembroke Road lot 847
Pembroke Park, Fl 33021
gjacob03@earthlink.net
703-336-2754

11/16/2022

Open Letter to the Special Magistrate of Pembroke Park

Hello Special Magistrate:

It has come to my attention that Kevin Mirabal wants his code violation fines dismissed. It is also my understanding that Kevin has misrepresented himself to the town as a project supervisor for MAC construction and told residents he is a project manager for TIA construction, citing Frank (of Media Enterprises?) as his direct supervisor. The only problem is, neither of these companies exist. In the correspondence to me dated October 19th Kevin signs as Park Management and later LPE Management. I can only surmise Kevin is a direct employee of Trinity Broadcasting and has been since March or April 2022, but why was it so important for him to obfuscate this relationship? So, who is Kevin Mirabal? If it so pleases the Special Magistrate I would like to share a few of my firsthand experiences. I believe attention should be directed to these items before Kevin's request for dismissal of fees is entertained. Please remember all my allegations are supported with corroboration in the form of video, video stills, photographs, fire and rescue reports, police reports, police call logs, news reports, and multiple independent investigations from Federal, State, and Broward County agencies as well as other investigative bodies. I am happy to provide corroborative items upon request, as needed.

Many of Kevin's initial code violations on the property were garnered from his efforts to hide the actual number of mobile and modular home lots present at Lakeside, prior to the May 25th Broward Commission's investigation into Lakeside's unlawful registration as an RV park, since 1972, when in fact under Florida law it is clearly a mobile home park. In this way TBN a 501 C-3 nonprofit, church/corporation, avoids paying funds into the FMHR program, and seeks to avoid responsibilities to Lakeside Park Estates residents provided under Florida law.

Some outstanding violations are willfully left unaddressed for several months to discourage residents from remaining under the terms of their current leases. One glance at the manipulative rent incentive offer to residents reveals

TBN's urgent desire to begin their undisclosed redevelopment efforts. Said another way, ground breaks after residents have vacated, one way or another. Independent counsel investigation reveals Parklane Real Estate Services' Dora Steed, Jill and Lee Meekums, the former property management company, that mysteriously disappeared before the closing was announced in March 2022 is to be a partner in the secret redevelopment project.

Kevin deliberately turned our swimming pools green for months on end (April-July) after the closing of Lakeside was announced. Kevin even proclaims the pools were kept green in retaliation against residents, because someone called the health department about their condition. In a bizarre move Kevin and Renee even "opened" the west green pool to residents on May 28, 2022 with an unsecured live electrical fixture suspended in the bright green algae water, with an excessive amount chlorine dumped into it by Greg the head of maintenance, a position he is neither qualified for nor proficient at.

I will also point to the current case of my neighbor Julia a resident in good standing for three years, Kevin and Renee refused her rent and filed a motion to evict her in October citing outstanding code violations to the town of Pembroke Park. Kevin is asking the Magistrate to forgive his willful code violation fines and is seeking to simultaneously evict a tenant in good standing of three years for the same. Considering the park's closure, and they are not accepting new residents, Julia's eviction proceeding, at this time, is bewildering and cruel. The hypocrisy in this is astounding. If you ask me, it borders on a process crime to use the judicial branch in this way.

Unlawful evictions, multiple investigations of discrimination based on special class status, cases of elder abuse, retaliation, threats, interference, coercion, extortion, and animal cruelty have all occurred during the closing of Lakeside under Kevin's stewardship. He has also made multiple false statements to the Broward Commission and provided falsified cleaning records, each a crime in and of itself.

Currently Kevin is willfully imparting ecological damage to Lake Trinity by shutting off two of the three large aerator fountains, significantly reducing water quality. We are an over 55 community and we have several seniors aged 65 and above, who report increased symptoms of COPD, bronchitis, asthma, sinusitis, and other respiratory ailments, due to the now brownish-green, moldy water in Lake Trinity, which has produced repeated algae blooms and emits a disgusting film most days. This is done in violation the EPA's Water Quality Standards effective under the Clean Water Act Item 62-302.500 Surface Waters: part 6. Pose a serious

danger to the public health, safety, or welfare, and subsection 1. Produce conditions so as to create a nuisance, for a class three body of water. Kevin even misrepresents the truth about this to the Broward Commission. Concrete rubble from demolition, trash, and debris is stored on the property in anticipation of dumping it into Lake Trinity when no one is watching.

The restrooms are kept in a disgusting state in the middle of a pandemic. Kevin has even gone so far as to Windex the sinks and mirrors in 2 of the six public restrooms, take photographs, falsify cleaning records, and submit them to the Broward Commission as evidence the restrooms are clean on July 29th, and plans to continue submitting false evidence moving forward. Any of the photos submitted by Kevin clearly show the disgusting conditions I have documented as well. Again, this is a criminal act.

Trinity Broadcasting Networks with their closet, and it's graveyard full of skeletons in it, does not respect my rights. I have suffered threats, discrimination, coercion, intimidation, interference, extortion, and retaliation for speaking to the Broward Commission, among other misdeeds. On October 19th I was notified all rent from October to December 31st was to be waived and a three days grace move out period was granted. The evening of October 25th after submitting remarks to the Broward Commission about how Trinity Broadcasting continues to refuse to uphold the terms of their agreement, I received a threat from Kevin that I was to be evicted for nonpayment of rent. This matter has been referred to counsel. Even after receiving a letter of representation asking him to cease-and-desist Kevin continues to contact and threaten me with a three-day eviction proceeding, and an extortive rent increase.

In the agreement with the Broward Commission, 3.a. no one received relocation counseling from the Urban Group. F. The east side public Wi-Fi has been disconnected and Florida Fiber confirms, citing the closure as the reason. I have documented and reported multiple occurrences where construction, demolition, and noise occurs outside 9-5 M-F regular business hours. This is not full compliance with the agreement, to say nothing of making false statements, submitting fabricated cleaning records to the Commission, and retaliation against myself for speaking to the Commissioners. At this time Kevin and Trinity Broadcasting's acts of ill-will towards residents extends to, but is not limited to, harassment, negligent security, unsafe work sites, code violation, discrimination, threats, unlawful evictions, coercion, intimidation, interference and extortion. What will Kevin do next? Kevin and Trinity Broadcasting do not respect me, they do not respect the residents, and they definitely do not respect the terms of their

agreement with Broward County. Kevin does not respect Pembroke Park code enforcement as evidenced by the number of violations, the time it took him to address many of them, engaging in unpermitted demolition projects, and current willful unaddressed code violations that persist. I believe Renee's comment to code enforcement upon notification that the property had garnered another 45 code violations in one month alone says it all, "Oh, I don't care." Was her statement of record.

Forgiving Kevin, a serial code violator, who has shown no good faith, sends the message that there is no reason to respect the codes of the town of Pembroke Park and the safety code enforcement provides us. What can we expect from Kevin and TBN's impending secret redevelopment plan with no fear of fines for violating codes. What about the sheer amount of revenue expended on citing and following up on Kevin's numerous willful violations thus far? I do not think the town should forgive the cost associated with seeking to enforce our codes when the offenders engage in outwardly irresponsible acts to this day.

Everyone is free to disagree with me, but I think it is time to hold the bumbling billionaire behemoth Trinity Broadcasting Networks that tramples tenant's rights every day, accountable! Will you forgive Kevin's code violations when he is caught dumping the above-mentioned stored refuse into Lake Trinity? Pembroke Park needs revenue to pay for things like body cameras for our new police force. I say let Kevin, the willful violator of codes pay his fines like everyone else, why grant special privileges to Kevin while he has shown us no good faith to earn them? Just given his track record, Kevin should never have any fines, penalties, fees or financial responsibility to the town discharged.

I am from Kansas City where friends help friends. I hope we can help each other.

Thank you for your attention to this most trying and egregious situation.

Greg Jacobs

11/16/2022

Mr. Jacobs

From: Kevin M <kevin@tcpropertyolutions.net>
To: gjacob03@earthlink.net <gjacob03@earthlink.net>
Subject: Mr. Jacobs
Date: Oct 25, 2022 7:55 PM

Dear Mr. Jacobs:

Last week I responded to your request for an extension to remove your trailer from the park and it was granted. Furthermore, I advised you that the grace period for your unpaid rent was expiring. We offered to apply a portion of your future incentive payout towards your November and December rents as you mentioned that you were paying out three months rent to move into your new location. I asked you to reply and advise us of your intentions. You have not done so.

At present your rent is seriously delinquent (due on October 15). We are still willing to help you but you need to take the necessary steps to affirm your desire to have your rent applied to your incentive payment. If you want to do this, then I invite you to come into the management office so that we can calculate exactly what the amount of rent is that is being credited and what your final incentive payout will be with this adjustment. We will both sign a brief memorandum that agrees to this accommodation.

Your failure to settle this expediently will result in the filing of an eviction for failure to pay rent. We hope to avoid this with you. I encourage you to meet with us within the next 24 hours to amicably resolve this and to work together in a spirit of cooperation that you offered.

Respectfully,

Kevin Mirabal
LPE Management