

EXHIBIT 1

CITY OF COCONUT CREEK  
4800 WEST COPANS ROAD, COCONUT CREEK, FL  
SPECIAL MAGISTRATE HEARING

CITY OF COCONUT CREEK, FL,  
**Petitioner,**

v.

Docket No. **C19070218**  
**C20080012** (unpresented)

FC LAND INVESTMENT A, LLC,  
1 N CLEMATIS ST STE 200  
WEST PALM BEACH, FL 33401  
**Respondent.**

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**JOINT STIPULATION**

Petitioner, CITY OF COCONUT CREEK, FLORIDA, (hereinafter referred to as "City"), and Respondent, FC LAND INVESTMENT A, LLC, (hereinafter "Respondent"), collectively referred to as the "Parties," hereby enter into the following Joint Stipulation on this \_\_\_\_ day of \_\_\_\_\_, 2020, and state as follows:

**I. Whereas Clauses With Procedural Background.**

WHEREAS, Respondent constructed a lift station located at Respondent's property commonly known as "Monarch Station," a rental apartment complex owned by the Respondent and located at 4901 W. Sample Road, Coconut Creek, FL ("LS45"); and

WHEREAS, Respondent constructed LS45 pursuant to specifications provided by the City; Respondent's development approvals required conveyance of LS45 to the City, such conveyance having occurred subsequent to inspection and acceptance by the City; and

WHEREAS, the City owns and maintains LS45 that, at the present time, exclusively serves Monarch Station; however, LS45 was constructed pursuant to specifications which would allow additional customers in the future; and

WHEREAS, on July 30, 2019, City issued a Summons to Appear to Respondent alleging that Respondent committed a violation of Section 20-35, "Type and maintenance," Code of Ordinances of the City of Coconut Creek (the "City Code") alleging the existing of unlawful debris, including but not limited to rags, in LS45 identified with Code Enforcement Docket Number C19070218 ("July 2019 Code Enforcement Case"); and

WHEREAS, on September 24, 2019, City issued an Amended Summons to Appear to Respondent in the July 2019 Code Enforcement Case further placing the Respondent on notice of its alleged "misuse and non-maintenance of Respondent's pipes, apparatus, or equipment resulting in damage to City's property," and specifying such other law that the City maintains is adopted by reference into the City's Code, to wit: Section 34-139, "General

Sewer Use Requirements,” of the Code of Ordinances of Broward County, further amendments were made to the charging document to incorporate each new instance of clogging during the pendency of the matter; and

WHEREAS, on November 20, 2019, a Special Magistrate hearing was held on the July 2019 Code Enforcement Case; and

WHEREAS, on December 3, 2019, the Special Magistrate issued a Final Order finding the Respondent in violation of the City’s Code and ordered a fine, including administration costs, in the amount of five hundred and twenty-five dollars (\$525.00) and restitution payable to the City, order attached hereto as **Exhibit A**; and

WHEREAS, on December 23, 2019, the Respondent timely lodged an appeal of the Special Magistrate’s Final Order with the Broward County Circuit Court, Appellate Division, now docketed as *FC Land Investment A, LLC v. City of Coconut Creek*, Case No. CACE-19-026247-AP (the “Appeal”); and

WHEREAS, the Parties desire to narrow issues and avoid litigation by working collaboratively on the clogging issues presented by LS45 and thus enter into this Stipulation recognizing a one-year period within which to do so (the “Rehabilitation Period”).

NOW, THEREFORE, for good and valuable consideration exchanged between City and Respondent, the receipt and sufficiency of which is acknowledged hereby, City and Respondent enter into this Joint Stipulation, as follows:

**II. The Rehabilitation Period Defined and Disposition of the July 2019 Code Enforcement Case and the Appeal Thereof.**

1. The foregoing recitations are acknowledged by the Parties to be true and correct and are hereby incorporated herein.
2. The Rehabilitation Period is defined as 365 days commencing upon the date that this Joint Stipulation is fully executed by the Parties.
3. Upon full respective execution of this Joint Stipulation, the Respondent will within five (5) business days tender the outstanding amount owed to the City for the fine and restitution that accrued under the July Code Enforcement Case, in the amount of three thousand, fourteen dollars and ten cents (\$3,014.10), as depicted in **Exhibit B**.
4. Upon full respective execution of this Joint Stipulation, the Parties will within five (5) business days file a joint request for entry of an Order dismissing the Appeal, with prejudice, and providing that each party is to bear its own fees and costs.
5. Upon payment of the amount required by the Special Magistrate’s Final Order, and dismissal of the Appeal by the Appellate Court, the July 2019 Code Enforcement Case and the Appeal thereof shall be concluded and formally closed. Future

enforcement proceedings initiated by the City, aside from the City's Code Enforcement Case Docket Number C20080012 ("Repeat Violation Case"), if any, shall commenced with a new Summons and Case Number.

### **III. The Post-Order Clean Outs and Repeat Violation Case.**

6. Following the issuance of the Special Magistrate's Final Order, and as of August 19, 2020, nineteen (19) additional instances of clogging have occurred at LS45 (the "Post-Order Violations"). Details of each alleged violation are attached hereto as **Exhibit B**, and same are currently accruing instances of violation under the City's Code Enforcement Case Docket Number C20080012 ("Repeat Violation Case") that has not yet been served upon Respondent or presented to the Special Magistrate

7. In furtherance of this Joint Stipulation, the Respondent assumes responsibility for the Post-Order Violations, and any subsequent accruing instances of clean-out under the Repeat Violation Case occurring during the Rehabilitation Period pursuant to the terms and conditions set forth herein, and upon full execution of this Joint Stipulation, Respondent will remit presently due restitution for such Post-Order Violations to the City totaling the amount of ten thousand, five hundred sixty-one dollars and eighty-three cents (\$10,561.83) representing payment in full for the Post-Order Violations as depicted in **Exhibit B**.

8. The City shall abate and not enforce the Repeat Violation Case during the Rehabilitation Period.

9. If enforcement of the Repeat Violation Case becomes necessary at the end of the Rehabilitation Period, the City agrees to limit the penalty sought to a maximum penalty request of \$500.00 per violation.

10. Other than advancing the rights and duties of the Parties under this Joint Stipulation, Respondent will waive any challenges to the Repeat Violation Case should Respondent default or breach this agreement, or fail to bring its property into compliance as provided in this Joint Stipulation.

11. Notwithstanding anything herein that may indicate to the contrary, the Repeat Violation Case is strictly limited to those Post-Order Violations occurring from December 3, 2019, the date of the Special Magistrate's Order, and the last day of the Rehabilitation Period. Future enforcement proceedings initiated by the City, aside from the Repeat Violation Case, if any, shall be commenced with a new Summons and Case Number.

### **IV. Actions To Be Taken by Respondent During the Rehabilitation Period.**

12. Respondent stipulates and agrees to the following action steps:

- a. In furtherance of this Joint Stipulation, the Respondent assumes responsibility for the Post-Order Violations, and any subsequent accruing instances of clean-out under the Repeat Violation Case pursuant to the terms and conditions set forth

herein. Upon full execution of this Joint Stipulation, Respondent will remit presently due fine amount and restitution to the City totaling the amount of thirteen thousand, five hundred seventy-five dollars and ninety-three cents (\$13,575.93).

- b. Provided the fact that there are no other landowners or other municipal customers (other than tenants of the Respondent), aside from Respondent, connected and contributing to the City's LS45, Respondent agrees to reimburse City for its normal documented costs associated with any additional clean-out that occurs at LS45 during the Rehabilitation Period. Payment for these subsequent clean-outs must be made within thirty (30) days of Respondent's receipt of written request made by the City to Respondent.
- c. For three hundred sixty-five (365) days from the effective date of this Joint Stipulation, Respondent shall, at its own expense, continue to monitor the sewer debris traps previously installed in accordance with the Sewer Debris Trap Directive Procedure document attached hereto and incorporated herein as **Exhibit C**, and will report on a monthly basis all findings from such monitoring efforts to the City's designated representative.
- d. Respondent shall exercise reasonable efforts and expend monetary and staff resources to remedy the code violations recited herein, including, but not limited to, developing a course of action to address disposal of non-flushable items, continued monitoring of its privately-owned wastewater infrastructure by Respondent's engineers, and facilitation of community outreach to heighten tenant's and Respondent's agents' awareness of the negative impacts of disposing non-flushable items into the wastewater stream.
- e. Respondent shall coordinate an information and knowledge campaign for its staff (including its maintenance team and outside contractors performing work and disposing items onsite) and tenants of all buildings at Monarch Station to provide education as to "flushable" items versus "non-flushable" items, including, but not limited to, education on misconceptions regarding products marketed as biodegradable and flushable.
- f. Respondent shall continue to post notices listing examples of "non-flushable" items in visible and conspicuous locations in each residential building and provide a copy of said notice to new tenants upon move-in, and service providers (including outside contractors) who perform work on Monarch Station premises.
- g. Pursuant to the findings of the installation of the sewer debris traps, Respondent shall conduct a written survey of tenants regarding the type of hygiene and/or cleaning products used in the household that are being flushed.
- h. Respondent shall make all other good faith efforts it deems necessary to achieve compliance with the City's Code of Ordinances, and Broward County's Code of Ordinances pertaining to wastewater facilities incorporated therein.

- i. Respondent hereby agrees to pay the City, for documented costs associated with the replacement of the two (2) pumps currently installed at LS45, in an amount not to exceed \$28,000, arising as a result of the unlawful discharges into the wastewater system. Such option to replace one (1) or both of the pumps at LS45, will be exclusively within the City's sole discretion to exercise. Reimbursement for the pump(s) replacement as provided hereunder shall be tendered no later than thirty (30) days from Respondent's receipt of the City's documented costs. If such other capital improvements are made to LS45 that are directly intended to resolve the issue created by Respondent, including but not limited to the installation of an impeller, Respondent will reimburse the City for expenses associated therewith, in the same manner as provided above.

**V. Actions to Be Taken by the City during the Rehabilitation Period.**

13. City stipulates and agrees to the following action steps:
  - a. City shall reasonably assist in the educational campaigns and efforts initiated by Respondent pursuant to this Joint Stipulation whenever practicable to ensure the correct information is being disseminated.
  - b. City shall diligently perform its routine maintenance of LS45 and monitor through its SCADA system the normal functioning of LS45. The City expressly reserves the rights to any equipment warranty or other right and/or benefit that inures to the City for the maintenance of City facilities, and nothing is waived hereby.
  - c. City will consider any request made by Respondent's engineers in furtherance of any potential remediation measures that involve City-owned facilities or require adjustment of levels at LS45. In the City's sole discretion, it will take whatever actions it deems necessary to reasonably support Respondent's proposed remediation measures.
  - d. City agrees that upon full execution of this Joint Stipulation by both parties, for the following three hundred and sixty-five (365) days, it will hold in abeyance the prosecution of the Repeat Violation Case or other similar occurrences stemming from unlawful discharge of items into the wastewater system; provided, however, Respondent must comply with this Joint Stipulation, including but not limited to: making such reports to the City as required herein, taking reasonable and good faith steps toward coming into compliance with the City's Code of Ordinances and Broward County's Code of Ordinances regarding wastewater systems, and remain financially responsible for the reasonable documented clean-out charges incurred by the City, as established by the previous clean-out charges referenced herein. Should Respondent cease to make good faith efforts to come into compliance, or otherwise breach this Joint Stipulation, the City may proceed with enforcement efforts immediately and as if this agreement was never made.

## **VI. General Provisions.**

14. The term of this Joint Stipulation will commence upon full execution by both parties, and will naturally expire at 11:59 pm on the three hundred and sixty-fifth (365<sup>th</sup>) day therefrom. In the event that no additional clean-out occurs after full execution hereof, the property will be deemed in compliance by agreement of the Parties, and the City will administratively close out the Repeat Violation Case and abandon any form of prosecution thereof. It is understood that as Respondent works through these issues, clogs at LS45 may continue to occur for the first two hundred and seventy-five (275) days of this Joint Stipulation; however should a clean-out of unlawfully discharged items into the wastewater system occur after the two hundred and seventy-fifth (275<sup>th</sup>) day (i.e. ninety (90) days from the natural termination date), the Parties agree that compliance has not been achieved and either: 1) convene to renegotiate terms of the Joint Stipulation prior to its natural expiration, or 2) allow the Joint Stipulation to naturally expire and thereby restore all rights to the City to prosecute the Repeat Violation Case, including all violations which occurred after the Special Magistrate's Order on December 3, 2019. The City agrees that it will not seek double payment of any restitution actually paid by Respondent to the City, and the City agrees to only seek fines on a single day basis for days wherein the City must engage in actual clean-out activities during the pendency of this Joint Stipulation. Further, the Respondent acknowledges that during the 365-day period commencing from the entry of this Joint Stipulation, any documented clean-outs shall be treated as objectively sufficient evidence to support a finding of Respondent's responsibility by the Special Magistrate, and such evidence shall be taken at face value for this purpose, provided there are no other users connected and contributing to the wastewater stream entering LS45 for the purpose of enforcement of the Repeat Violation Case for clean-outs occurring from December 3, 2019 to the end of the Rehabilitation Period. Other than the enforcement of rights and obligations of the Parties under this Joint Stipulation, the only issue for the Special Magistrate at a hearing on the Repeat Violation Case will be to assess reasonable fines for such violations and award restitution for any unpaid costs incurred by the City, for those clean-outs occurring from December 3, 2019 to the end of the Rehabilitation Period.

15. Whenever City or Respondent desire to give notice to the other, such notice must be in writing and sent by certified United States Mail, postage prepaid, return receipt requested, or commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. Irrespective of this paragraph, any written documents required by this Joint Stipulation may be provided to City by email, at an email address designated by the City in writing; and any request for reimbursement of City costs may be provided to Respondent by email, at an email address designed by the Respondent in writing. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, City and Respondent designate the following:

For City: City Engineer  
5295 Johnson Rd.  
Coconut Creek, FL 33073

With copy to:  
City Attorney  
4800 W. Copans Rd.  
Coconut Creek, FL 33063

For Respondent:  
FC LAND INVESTMENT A LLC  
1 N. Clematis St., Ste. 200  
West Palm Beach, FL 33401  
Attn: Benjamin Sadler, Esq.  
Email: Benjamin.Sadler@Floridacrystals.com

16. Should any part, term or provision of this Joint Stipulation be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

17. This Joint Stipulation contains the entire agreement between City and Respondent with regard to the subject matter hereof and shall not be amended or supplemented except in writing executed by City and Respondent.

18. Failure of the City or Respondent to insist upon strict compliance with this Joint Stipulation, or to execute any right herein contained, shall not be construed as a waiver or relinquishment of any such condition or right, but the same shall remain in full force and effect.

19. Nothing in this Joint Stipulation shall affect the immunities of the City pursuant to Section 768.28, Florida Statutes (2019), as amended from time to time, nor shall it constitute an agreement by the City to indemnify Respondent, their officers, employees, subcontractors or agents against any claim or cause of action accruing from Respondent's unlawful discharge into the wastewater system. Nothing herein shall be construed as consent to be sued by any third parties in any matter arising out of this Joint Stipulation. This section shall survive the expiration or termination of this Joint Stipulation.

20. This Joint Stipulation may be executed in multiple parts, each of which shall be deemed an original and all of which together shall constitute one agreement. Legible facsimile signatures or electronic signatures shall be sufficient to constitute an original signature. This agreement shall be in full force and effect upon full execution by all parties.

21. This Joint Stipulation shall be governed by the laws of the State of Florida with venue for disputes arising here from lying exclusively in the Seventeenth Judicial Circuit Court,

in and for Broward County, Florida, or exclusively in the federal courts located in Broward County for any federal issues arising herefrom.

22. The provisions of this Joint Stipulation shall be binding upon all Parties hereto and their estates, heirs, legal representatives, successors and assigns.

23. Prior to executing this Joint Stipulation, each Party has had the opportunity to consult with legal counsel regarding the meaning, consequences and effects of this agreement, and each Party represents and warrants that any and all questions which either Party may have had concerning this agreement have been fully answered.

STIPULATED AND AGREED on the last of the dates listed next to the respective parties' signatures, this Joint Stipulation will become effective; any administrative approval of this Joint Stipulation by the City of Coconut Creek Special Magistrate will relate back to the effective date provided herein.

**RESPONDENT**

ATTEST:



(Corporate Secretary)

Armando A. Tabernilla

Type/Print Name of Corporate Secy.



FC LAND INVESTMENT A, LLC

Company Name

Signature

Juan C. Porro, Vice President

Type/Print Name of President/Owner

9/3/20  
Date

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this day of , (year) , by (name of person) as (type of authority, . . . e.g. officer, trustee, attorney in fact) for (name of party on behalf of whom instrument was executed) .

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)  
Personally Known OR Produced Identification  
Type of Identification Produced

Joint Stipulation between FC Land Investment A, LLC and City of Coconut Creek

**CITY OF COCONUT CREEK**

ATTEST:

\_\_\_\_\_  
Karen C. Brooks, City Manager      Date

\_\_\_\_\_  
Leslie Wallace May      Date  
City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Terrill C. Pyburn, City Attorney      Date

# EXHIBIT A

**CITY OF COCONUT CREEK  
4800 WEST COPANS ROAD, COCONUT CREEK, FL  
SPECIAL MAGISTRATE HEARING**

CITY OF COCONUT CREEK, FL

**Petitioner**

vs.

IN RE:

DOCKET NO: C19-07-0218

FC LAND INVESTMENT A LLC  
1 N CLEMATIS ST STE 200  
WEST PALM BEACH FL 33401

**Respondent**

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## FINAL ORDER

*VIOLATION: MISUSE OF RESPONDENT'S SEWER SYSTEM [PRIVATE PIPES AND APPARATUS]; INTRODUCTION OF HARMFUL SOLID MATERIAL INTO WASTE STREAM / CITY CODE SEC. 20-35, BROWARD COUNTY CODE SEC. 34-139*

An administrative hearing was held before the undersigned Special Magistrate on November 20, 2019. Set out below are the Findings of Fact, Conclusions of Law and Final Order for the subject hearing.

### FINDINGS OF FACT

The record indicates that the RESPONDENT owns real property within the City of Coconut Creek, Florida located at 4901 W. Sample Road [Monarch Station] and more particularly described as follows:

Property Id: 4842 1826 0010.

BERBER PLAT TWO 182-53 B TRACT A

At the hearing held on this matter, the PETITIONER City presented evidence of having provided the RESPONDENT notice of these proceedings. The RESPONDENT was present at the hearing and contested the violation.

As documented at the hearing, City Lift Station #45 has had a reoccurring problem of having its pumps clogged with a solid material. Most recently the lift station pumps have been clogged 10 times, twice in July of this year, twice in August, once in September, twice in October, and three time in November. The record made clear that the only sewer pipes which currently feed into Lift Station #45 are under the control of the Respondent. The City alleges that the problem

results from the introduction of harmful solid material into the Respondent's sewer pipes that run into Lift Station #45.

The Respondent alleges that the clogging of the pumps at the lift station is due to the City's failure to properly maintain the lift station, which was causing otherwise appropriate material in the waste stream to congeal into a mass that clogs the City pumps.

As part of its case, the City entered into the record City Code Sec. 20-35 which incorporates by reference Broward County Code Sec. 34-139. Broward County Code Sec. 34-139 (a) reads in part:

Prohibited discharge standards. *No user shall contribute or cause to be contributed, directly or indirectly, any pollutant or wastewater that will pass through, or cause interference with the operation or performance of the W(aste)W(ater)F(acility)... At a minimum, a user shall not contribute the following substance to the WWF:*

....

(2) Solids or viscous substance which may cause obstruction to the flow in the WWF resulting in interference, such as, but not limited to: grease, garbage, ... rags ... wastepaper ... or any solids greater than one half (1/2) inch or 1.27 centimeters in any dimension. [Emphasis added]

The City provided the testimony of the Code Officer, the Assistant Director of Utilities & Engineering, the City Wastewater Supervisor and the testimony of John Thomas one of the City's Utility Service workers. Mr. Thomas testified that he was the person who actually cleaned out the City lift station pumps when they became clogged. Under questioning Mr. Thomas said that the material he removed from the disabled Lift station #45 was "cloth like rag debris." At the hearing the City also presented a large plastic bag containing what appeared to be light colored rag like material that had been removed during a clean out of Lift Station #45. [The bag and its contents were offered by the City as a "demonstrative aid" due to the fact that it would have been impracticable to maintain it in the record as an exhibit.]. The City noted that it was seeking restitution in the amount of \$2,308.38 for costs related to staff time and equipment usage to remedy the clogging of Lift Station #45.

The RESPONDENT in its presentation provided the testimony of Alejandro Arellano, Senior Development Manager FCI, Cliff Loutan, Engineer and Project Manager and Juli Robbins, civil engineer, Hydro Pumps Inc. These witnesses testified at some length that they were of the opinion that the City was not properly operating City Lift Station #45. Among other matters, the witnesses testified they had examined spread sheet information on the operation of Lift Station #45 and that it suggested that there was insufficient waste water inflow for a lift station as large as Lift Station #45, that the intervals between the running of the station pumps was in some instances as long as 5 to 7 hours and these factors together allowed debris to settle in the wet wells and congeal into a mass that could not be accommodated by the pumps, The crux of the Respondents defense was that the constant clogging of Lift Station #45 was a result of the City's improper operation of the lift station and not due to harmful material in the waste stream.

However none of the Respondents witness could testify that they had personal knowledge of the nature of the material actually being removed for the lift station pumps. Only one witness at the hearing was in position to know directly what was clogging the pumps and that was Mr. Thomas, the City Utility worker who actually removed the debris. Mr. Thomas stated that it appeared to be cloth like debris and importantly that the debris was solid material that was larger than ½ inch or 1.27 in centimeters in size. The Respondents own witness Mr. Loutan when presented with photographs [Exhibit "C"] of the debris removed from the Lift Station #45 stated that it appeared to be rag like material. As noted above the Respondent's waste water sewer pipes are the only ones flowing into Lift Station #45.

This order makes no findings as to whether Lift Station #45 is being run in accordance with State or local standards. The relevant evidence indicates that on ten separate occasions a solid cloth like material in excess of ½ inch or 1.27 centimeters in size was contributed to the waste stream from the Respondent's pipes and into Lift Station #45 in violation of the City Code and by reference the Broward County Code.

#### **CONCLUSIONS OF LAW:**

Accordingly, based on the testimony and evidence referenced above, the PETITIONER City met its burden of proving by substantial competent evidence that the violation, as alleged in the 3<sup>rd</sup> Amended Summons to Appear, did in fact exist on the subject property.

#### **FINAL ORDER**

THEREFORE, BASED UPON THE ABOVE FINDINGS OF FACT AND CONCLUSIONS OF LAW, THE UNDERSIGNED SPECIAL MAGISTRATE FINDS THE RESPONDENT GUILTY OF TEN SEPARATE VIOLATIONS OF CITY CODE 20-35 INCORPORATING BY REFERENCE BROWARD COUNTY CODE SEC. 34-139 AND THE RESPONDENT IS FINED \$50 FOR EACH VIOLATION PLUS \$25 DOLLARS IN ADMINISTRATIVE HEARING COSTS FOR A TOTAL OF FIVE HUNDRED TWENTY-FIVE DOLLARS (\$525.00).

IN ADDITION, PURSUANT TO CITY CODE SEC 20-38, THE RESPONDENT SHALL REIMBURSE THE CITY IN THE AMOUNT OF \$2,309.38 WHICH ARE THE COSTS INCURRED BY THE CITY IN PERFORMING RECENT REMEDIAL REPAIRS TO LIFT STATION #45. THE TOTAL FINE AND RESTITUTION COSTS IN THE AMOUNT OF ***TWO THOUSAND EIGHT HUNDRED THIRTY-FOUR DOLLARS AND THIRTY-EIGHT CENTS (\$2,834.38)*** SHALL BE PAID TO THE CITY WITHIN 30 DAYS OF THE DATE OF THIS ORDER.

THE RESPONDENT IS HEREBY PUT ON NOTICE THAT IF THE RESPONDENT REPEATS THIS SAME VIOLATION WITHIN FIVE (5) YEARS OF THE DATE OF THIS ORDER, THE RESPONDENT SHALL BE TREATED AS A REPEAT VIOLATOR AND BE

SUBJECT TO THE GREATER FINE AMOUNTS AUTHORIZED BY LAW IN INSTANCE OF A REPEAT VIOLATION.

THE CITY OF COCONUT CREEK HEREBY NOTIFIES YOU THAT YOU HAVE THE RIGHT TO APPEAL ANY ADMINISTRATIVE ORDER OF THE SPECIAL MAGISTRATE PURSUANT TO SECTION 2-236, CITY ORDINANCES, TO THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT, IN AND FOR BROWARD COUNTY, FLORIDA.

DONE AND ORDERED THIS 3<sup>rd</sup> DAY OF DECEMBER, 2019

CITY OF COCONUT CREEK, FLORIDA

Richard L. Doody  
SPECIAL MAGISTRATE

State of Florida  
County of Broward

I hereby certify that on this day before me, an officer duly qualified to take acknowledgements, personally appeared Richard L. Doody, Special Magistrate for the City of Coconut Creek, to me known to be the person who executed the foregoing instrument. Witness my hand and official seal in the County and State aforesaid this date:

December 3, 2019

Daniella Thomas  
Special Magistrate Clerk

Darnette Grant-Campbell  
Notary Public, State of Florida

December 3, 2019  
Date Received



## EXHIBIT B

#	Date	Amount
1	7/9/2019	\$733.69
2	7/25/2019	\$553.48
3	8/21/2019	\$527.66
4	8/31/2019	\$623.48
5	9/16/2019	\$1,800.19
6	10/23/2019	\$661.89
7	10/28/2019	\$674.73
8	11/9/2019	\$599.84
9	11/12/2019	\$707.42
10	11/18/2019	\$545.22
<b>subtotal</b>		<b>\$7,427.60</b>
<b>paid by check</b>		<b>-\$4,238.50</b>
<b>paid by check</b>		<b>-\$700.00</b>
<b>Unpaid Balance</b>		<b>\$2,489.10</b>
11	12/4/2019	\$585.77
12	12/7/2019	\$701.82
13	12/10/2019	\$340.71
14	12/26/2019	\$365.70
15	1/1/2020	\$790.77
16	1/9/2020	\$1,451.68
17	3/3/2020	\$666.47
18	4/17/2020	\$504.07
<b>Subtotal</b>		<b>\$5,406.99</b>
<b>Unpaid Balance</b>		<b>\$7,896.09</b>
19	5/5/2020	\$321.23
20	5/15/2020	\$406.79
21	5/28/2020	\$406.79
22	6/8/2020	\$708.53
23	6/18/2020	\$232.71
24	7/11/2020	\$319.75
25	7/19/2020	\$781.31
26	7/21/2020	\$293.89
27	7/30/2020	\$1,033.43
28	8/5/2020	\$380.11
29	8/17/2020	\$270.30
<b>Subtotal</b>		<b>\$5,154.84</b>
<b>Unpaid Balance</b>		<b>\$13,050.93</b>

SM Order covers this one and those listed above.

Pre-Paid restitution by Respondent (prior to SM Order).

Pre-Paid restitution by Respondent (prior to SM Order).

Post-Order Violations start here and include below.

City-Issued Invoice # UCCB000073.

City-Issued Invoice # UCCB000074.

Fine of \$525.00

**Total Due: \$13,575.93**

## EXHIBIT C

### SEWER DEBRIS TRAP DIRECTIVE PROCEDURE

1. Installation of 7 sewer trap hooks, being comprised of a double hook with 3 prongs, installed in each sewer lateral servicing 7 buildings.
2. Training of landowner employee on how to monitor and observe the sewer trap hooks.
3. Posting of notices in common areas, together with other efforts geared towards educating tenants about the possible damage associated with introducing non-flushable items into the sewer system.
4. Monthly monitoring of the sewer trap hooks by landowner's employees, noting the date and time of observation (and collection if necessary).
5. Reporting of findings to municipal engineer by way of email.
6. Alternate observation/reporting dates include instances of municipally-noted SCADA alarm soundings.