

**Case #C15040479**

Presented by: Briana Capone, Sr. Code Compliance Officer

Case initiated by former Code Officer: Winston Roberts

Location: 5390 NW 41 Way

Current Owner: Cotton, Thomas

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- *This is a violation of Chapter 13-333. This ordinance states that all zoning restrictions shall be adhered to so as to prevent a change in permitted uses.*
- On **February 14, 2014**: A Final Judgement for eviction was ordered for Harry Kienile. On **December 8, 2014**, Mr. Cotton filed with the county court for a removal of tenant, Armando Soares. On **February 19, 2015**, Mr. Cotton filed with the county court for a removal of tenant, Daniel Lowman.
- **On April 21, 2015**: Officer Roberts and Code Supervisor, Glenn Sime responded to a citizen complaint at the address of 5390 NW 41 Way and spoke with Paul who indicated that he is Mr. Cotton's nephew. He also stated that Mr. Cotton was renting out his home to save if from foreclosure. Officer Roberts issued a Written Warning. **On June 8, 2015**: Officer Roberts re-inspected the property and the violation still existed. The same day a Summons was issued for the June 17, 2015 Special Magistrate hearing. ***Service was obtained by posting the property and certified mail.***
- **June 17, 2015**: An Order of Continuance was granted by the Special Magistrate.
- **July 22, 2015**: The Special Magistrate heard the case and found that the violation existed. The Special Magistrate gave the property owner until **August 17, 2015** to come into compliance or face a daily fine of \$50 per day, plus a one-time \$25 admin fee.
- On **August 18, 2015**: Officer Roberts re-inspected the property and found the violation still existed and submitted an Affidavit of Non-Compliance to the City Clerk's office.
- On **September 15, 2015**: A Massey letter was sent to the homeowner by the City Clerk's office.
- On **November 18, 2015**: The City Manager declared the property as a nuisance.
- On **May 4, 2016**: Officer Roberts re-inspected the property and found the violation was in compliance and submitted an Affidavit of Compliance into the case file.
- On **September 19, 2016**: The City of Coconut Creek recorded a Claim of Lien against the property in the amount of \$13,025.00.
- On **November 20, 2017**: Mr. Cotton requested a Code Fine Reduction hearing and the hearing was scheduled for **December 5, 2017**. Minutes are included in this packet from that hearing.
- **On February 7, 2018**: Assistant City Attorney Patricia Rathburn sent Mr. Cotton a letter with instructions on submitting the executed Agreement, so that this can be placed on the City Commission's agenda for the **February 22, 2018** meeting. At the meeting, the Commission voted and passed the approval of the agreement.
- Reduced payment was to be received on or before the 10<sup>th</sup> day of every month, commencing on March 10, 2018. No payment was received and on March 28, 2018, Assistant City Attorney Patricia Rathburn sent a late payment notice to Mr. Cotton via Fedex and confirmed delivery on March 29<sup>th</sup>. On April 17, Patricia Rathburn received a letter from Mr. Cotton explaining the reason for nonpayment.
- **On February 13, 2020**: The City received a partial payment from the Trustee that was handling Mr. Cotton's Bankruptcy. That payment was split equally and applied to both cases. On 3/17/22 an Updated Claim of Lien was recorded to reflect the partial payment.
- **March 17, 2022**: City Attorney Terrill Pyburn received an email from Mr. Cotton requesting a second Code Fine Reduction and both cases were placed on the agenda for today's meeting.

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CODE FINE SUMMARY **C15040479**: Fine started on **August 18, 2015** and accrued until **May 4, 2016**. Total number of days accrued are **260 days @ \$50.00** per day plus a one-time \$25 Administration fee for a total amount of **\$13,025.00**.

Partial payment of \$1, 287.79 subtracted, equals \$11,737.21

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EXHIBITS FOR CODE FINE REDUCTION HEARING:

1. Quit Claim Deed – Granted to Thomas Cotton and recorded on 12/3/2009
2. Order Granting Continuance
3. Final Order
4. Affidavit of Non Compliance
5. Massey Letter
6. Affidavit of Compliance
7. Claim of Lien – recorded 9/19/2016
8. Code Fine Reduction request – 11/20/2017
9. Minutes from CFR on 12/5/17
10. Letter from Assistant City Attorney 2/7/2018
11. Code Fine Reduction Lien Agreement & Resolution No. 2018-044
12. Letter from Mr. Cotton – 4/9/2018
13. Updated Claim of Lien – 3/17/2020
14. Request and Confirmation for 8/2/22 meeting.

C  
10023

Prepared by:  
**CINDY S. VOVA, Esquire**  
**2924 Davie Road, Suite 200**  
**Fort Lauderdale, FL 33314**  
**(954) 316-3496.**

**RETURN TO:**

Enterprise Services LLC  
3 Huntington Quad- 405N  
Melville, NY 11747

CONSIDERATION = \$10.00  
TT = 070

------(space above line for recording data)-----

**QUIT-CLAIM DEED**

THIS QUIT-CLAIM DEED, executed this <sup>25</sup> day of ~~September~~, 2009, by **GEORGIANNA COTTON a/k/a GEORGIANNA J. COTTON, a single woman**, whose address is: 5390 N.W. 41<sup>st</sup> Way, Coconut Creek, FL 33073, first party, to **THOMAS COTTON a/k/a THOMAS A. COTTON, a single man**, whose address is: 5390 N.W. 41<sup>st</sup> Way, Coconut Creek, FL 33073 second party.

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**WITNESSETH**, That said first party, for and in consideration of the sum of Ten (\$10.00) Dollars, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to-wit:

LEGAL DESCRIPTION: LOT 95  
A PORTION OF TRACT F, WINSTON PARK SECTION TWO-A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 138, PAGE 40, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF SAID TRACT F; THENCE S 89°37'07" W ALONG THE S'LY OF LINE OF SAID TRACT FOR 198.87 FEET TO THE POB; THENCE S 89°37'07" W FOR 50.00 FEET; THENCE N 00° 22'53" W FOR 65.00 FEET; THENCE NORTH 59°37'07" E FOR 50.00 FEET; THENCE S 00°22'53" E FOR 65.00 FEET TO POB. Folio Number 4842 08 06 0950.

**TO HAVE AND TO HOLD**, the same together with all and singular the appurtenances thereunto belonging or in anyway appertaining, and all the estate, rights, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behalf of the said second party forever.

THIS DEED IS EXECUTED PURSUANT TO A DIVORCE AND CONVEYS THE PARTIES' MARITAL HOME AND THUS THE TRANSACTION IS EXEMPT FROM PAYMENT OF DOCUMENTARY STAMP TAX PURSUANT TO F.A.C. 12 B-4.013(31) and §201.02(7), Fla. Stat. Further, the Marital Settlement Agreement was amended to allow for an extension of time for Thomas Cotton to satisfy the current mortgage on the property.

**IN WITNESS WHEREOF**, the said first party has signed and sealed these presents the day and year first above written.

2

SIGNED AND SEALED AND DELIVERED in presence of:

WITNESSES:

Maria E. Adams  
Witness # 1 Signature

Maria E. Adams  
Witness #1 Print Name

Georgianna J. Cotton  
GEORGIANNA COTTON

a/k/a GEORGIANNA J. COTTON

[Signature]  
Witness # 2 Signature

ALEXIS ADASME  
Witness #2 Print Name

WITNESSES:

STATE OF FLORIDA )  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this 25 day of September 2009, before me, an officer duly qualified to take acknowledgments, personally appeared **GEORGIANNA COTTON** a/k/a **GEORGIANNA J. COTTON**, a single woman, who is personally known to me, or who has produced FLA DRIVER'S LICENSE as identification, and who did [ ] did not [ ] take an oath, who executed the foregoing instrument and acknowledged before me that he executed the same.



DEBORAH T. GORDASH  
MY COMMISSION # DD 858935  
EXPIRES: February 8, 2013  
Bonded Thru Budget Notary Services

Deborah T. Gordash  
NOTARY PUBLIC, State of Florida  
Deborah T. Gordash  
Print Name

My Commission Expires:



**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: **C15-04-0479**

THOMAS COTTON  
5390 NW 41<sup>ST</sup> WAY  
COCONUT CREEK, FL 33073

**Respondent**

*Property Address: 5390 NW 41<sup>ST</sup> WAY*

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**ORDER GRANTING CONTINUANCE**

An administrative hearing was held before the undersigned Special Magistrate on June 17, 2015. At the subject hearing there was testimony offered into the record to support a finding that granting a continuance of this matter would be in the public interest.

THEREFORE, SUBJECT TO PRIOR SETTLEMENT OF THIS MATTER BY THE PARTIES, THIS CASE IS CONTINUED TO THE SPECIAL MAGISTRATE HEARING TO BE HELD ON JULY 22, 2015 AT 2:30 PM IN THE CITY COMMISSION CHAMBERS AT 4800 WEST COPANS ROAD, COCONUT CREEK. THIS ORDER SHALL CONSTITUTE THE REQUISITE NOTICE TO THE RESPONDENT OF THE JULY 22, 2015 SPECIAL MAGISTRATE HEARING. DONE AND ORDERED THIS 24<sup>TH</sup> DAY OF JUNE, 2015

**CITY OF COCONUT CREEK, FLORIDA**

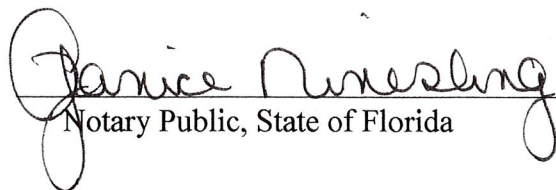
  
\_\_\_\_\_  
SPECIAL MAGISTRATE

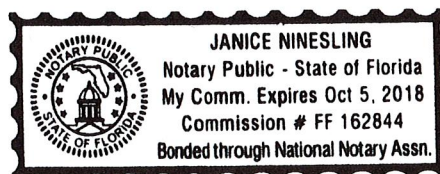
  
\_\_\_\_\_  
SPECIAL MAGISTRATE CLERK

**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 and Landa Gaskins, Special Magistrate and Clerk to the Special Magistrate respectively, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed same. Witness my hand and official seal in the County and State aforesaid this date: 24<sup>th</sup> day of June, 2015

  
\_\_\_\_\_  
Notary Public, State of Florida



**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: **C15-04-0479**

THOMAS COTTON  
5390 NW 41 WAY  
COCONUT CREEK FL 33073-5028

**Respondent**

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**FINAL ORDER**

VIOLATION: *FAILURE TO ADHERE TO RESIDENTIAL ZONING RESTRICTIONS,  
UNLAWFUL RENTAL OF ROOMS TO MULTIPLE TENANTS / CITY  
CODE SEC. 13-333*

An administrative hearing was held before the undersigned Special Magistrate on July 22, 2015. 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 5390 NW 41<sup>ST</sup> Way and more particularly described as follows:

Property Id: 484208060950

WINSTON PARK SECTION TWO-A 138-40 B A POR TR F DESC'D AS:COMM SE  
COR SAID TR F;W 198.67 TO POB;W 50, N 65,E 50,S 65 TO POB AKA: LOT 95 OF  
CORAL POINTE

At the hearing held on this matter, the PETITIONER City presented evidence consisting of document copies of court eviction proceeding concerning the subject property, Craigslist ads seeking tenants for the property and the testimony of a prior tenant who rented a room at the property. The City entered into the record evidence of having provided the RESPONDENT notice of these proceedings. The RESPONDENT was not present at the hearing and the sworn testimony of the City was not contested.

**CONCLUSIONS OF LAW:**

Accordingly, based on the testimony and evidence referenced above, the PETITIONER City has met its burden of proving by substantial competent evidence that the violation, as alleged in the Notice of Violation, does in fact exist on the subject property.



## ORDER

THEREFORE, BASED UPON THE ABOVE FINDINGS OF FACT AND CONCLUSIONS OF LAW, THE UNDERSIGNED SPECIAL MAGISTRATE FINDS THE RESPONDENT GUILTY OF VIOLATING CITY CODE SEC. 13-333 AND THE RESPONDENT IS GIVEN UNTIL AUGUST 17, 2015 TO REMEDY THE VIOLATION OR FACE A PER DIEM FINE OF FIFTY DOLLARS (\$50.00) FOR EACH DAY THE RESPONDENT'S PROPERTY REMAINS IN VIOLATION BEYOND THE COMPLIANCE DATE. IN ADDITION, IF THE RESPONDENT FAILS TO CORRECT THE VIOLATION BY THE COMPLIANCE DATE, THE RESPONDENT SHALL BE ASSESSED TWENTY-FIVE (\$25.00) DOLLARS IN ADMINISTRATIVE COSTS.

THE RESPONDENT IS 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 THE INSTANCE OF A REPEAT VIOLATION.

DONE AND ORDERED THIS 28<sup>TH</sup> DAY OF JULY, 2015

CITY OF COCONUT CREEK, FLORIDA

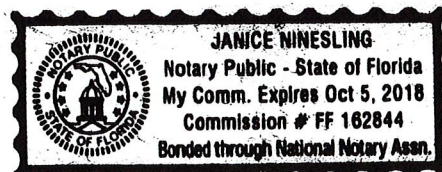
Richard L. Doody  
SPECIAL MAGISTRATE

Lanelda Gaskins  
SPECIAL MAGISTRATE CLERK

**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 and Lanelda Gaskins, Special Magistrate and Clerk to the Special Magistrate respectively, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed same. Witness my hand and official seal in the County and State aforesaid this date: 28<sup>th</sup> day of July, 2015

Janice Ninesling  
Notary Public, State of Florida





# AFFIDAVIT OF NON-COMPLIANCE

Summons/Case #C 15 04 0479

On **July 22, 2015**, **Thomas Cotton** was issued an Order of the Special Magistrate to comply with Chapter(s) **13-333** by **August 17, 2015** for Summons to Appear #**C15040479**. At approximately **09.30 AM**, on **August 18, 2015**, I, **Winston Roberts** was at the address of **5390 NW 41 Way** and **observed that the violation was not in compliance**. Therefore, **Thomas Cotton** had not complied with the Order of the Special Magistrate.

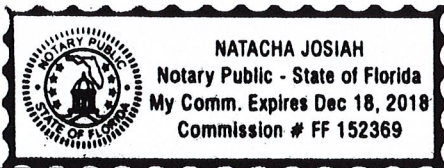
*The fine amount will continue to accrue until the violation is corrected, and you notified the Code Compliance Division.*

Signature of Code Compliance Officer

State of Florida  
County of Broward

This instrument was acknowledged before me on this 18 day of August, 2015 by **Winston Roberts** who is personally known to me and who did not take an oath.

Signature of Notary



Printed or Stamped Name of Notary





VIA CERTIFIED MAIL 7014 2870 001 2811 9735

September 15, 2015

Thomas Cotton  
5390 NW 41 Way  
Coconut Creek, FL 33073

RE: 5390 NW 41 Way, Coconut Creek, FL  
Property ID #4842 08 06 0950  
Code Enforcement Case No. C15-040479

Dear Sir or Madam:

You are hereby notified that the above-referenced code enforcement case, which was adjudicated by the Special Magistrate at a hearing on July 22, 2015, resulted in the issuance of a Final Order that included the imposition of fine. A copy of the Final Order is attached. As a result, there exists an outstanding code enforcement fine against the property located 5390 NW 41 Way, Coconut Creek, Florida.

An Affidavit of Non-Compliance, dated August 18, 2015, a copy of which is attached, has been filed with the City of Coconut Creek by the Code Officer, which Affidavit certifies under oath that the corrective action or fine imposed by the Special Magistrate has not been satisfied.

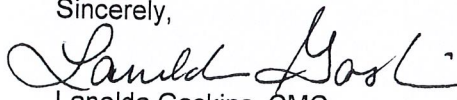
Should you wish to challenge the imposition of the fine or the amount of the fine, you may request a hearing before the Special Magistrate. Your written request shall be mailed or hand delivered within 20 days (an additional five (5) days shall be granted if mailed rather than hand delivered) from the date of this notice to:

City Clerk's Office  
Coconut Creek Government Center  
4800 West Copans Road  
Coconut Creek, Florida 33063

Any hearing hereunder shall occur as soon as practical and shall be limited to consideration of findings necessary to impose a fine and create a lien. If a request for a hearing is not timely received by the City Clerk's Office, the code enforcement order and resulting fine shall constitute a lien against the above-referenced property.

If a hearing is requested, you shall be notified of the date, time, and place via U.S. mail.

Sincerely,

  
Lanelda Gaskins, CMC  
Deputy City Clerk

Enclosures

cc: Glenn Sime, Code Compliance Supv.



# AFFIDAVIT OF COMPLIANCE

Summons/Case # C15 04 0479

On July 22, 2015 Thomas Cotton was issued an Order of the Special Magistrate to comply with Chapter(s) 13-333 by August 17, 2015 for Summons to Appear #C15040479. At approximately 07.00 AM, on May 04, 2016, I, Winston Roberts was at the violation location of 5390 NW 41 Way in the city of Coconut Creek, and observed that the violation was in compliance. Therefore, Thomas Cotton has complied with the Order of the Special Magistrate. The total fine amount owed as of May 04, 2016 is \$13,000.00, along with an administrative fee of \$25.00 for a total amount due of 13,025.00.

*Winston Roberts*

Signature of Code Compliance Officer

State of Florida  
County of Broward

This instrument was acknowledged before me on this 4th day of May, 2016 by **Winston Roberts** who is personally known to me and who did not take an oath.

*Janet Clark*

Signature of Notary



Printed or Stamped Name of Notary



**This Instrument Prepared by and Return to:**

Terrill C. Pyburn, Esquire  
City Attorney  
City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, FL 33063

**CLAIM OF LIEN**

**PLEASE TAKE NOTICE** that the undersigned municipality, City of Coconut Creek ("City"), whose mailing address is 4800 West Copans Road, Coconut Creek, FL 33063, according to Section 2-234 of the City's Code of Ordinances, and pursuant to Section 169.09, Florida Statutes, does hereby claim a lien for unpaid City code enforcement violation fines assessed against the following described real property located at 5390 NW 41<sup>st</sup> Way, Coconut Creek, Broward County, Florida 33073, owned by Thomas A. Cotton, a/k/a Thomas Cotton, legally described as:

Lot 95, Coral Pointe, a portion of Tract F, Winston Park Section Two-A, according to the plat thereof as recorded in Plat Book 138, Page 40, Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Tract F; thence South 89°37'07" West along the Southerly line of said Tract for 198.87 feet to the Point of Beginning; thence South 89°37'07" West for 50 feet; thence North 00°22'53" West for 65.00 feet; thence North 59°37'07" East for 50 feet; thence South 00°22'53 East for 65.00 feet to the Point of Beginning.

**Property I.D. 4842 08 06 0950**

Said lien is claimed due to the failure to pay fines pursuant to the Final Order in City of Coconut Creek Case No. C15-04-0479, attached hereto as Exhibit "A," and summarized as follows:

Code Enforcement Violation for failure to adhere to residential zoning restrictions, Section 13-333	\$13,000.00
Administrative Fee	\$ 25.00
Interest Charges as provided in Chapter 55 "Judgments," Florida Statutes	

**TOTAL AMOUNT DUE \$13,025.00**

**NOTICE:** Notice was provided by City to Thomas Cotton, pursuant to Section 162.12, Florida Statutes.

This Claim of Lien shall secure all the above unpaid code enforcement violation fines and fees, interest, late charges, costs, and attorney's fees which are due and which may accrue subsequent to the date of this Claim of Lien. Signed, Sealed and Delivered in Presence of:

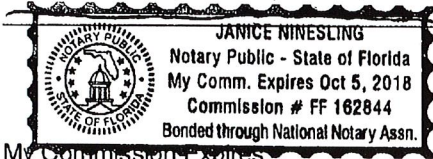
(SEAL)

CITY OF COCONUT CREEK,  
A Florida Municipal Corporation,

BY: Leslie Wallace May  
Leslie Wallace May, MMC, City Clerk

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of August, 2016, by Leslie Wallace May, City Clerk, and authorized agent of the CITY OF COCONUT CREEK, a Florida Municipal Corporation, who is personally known to me, ~~or who has produced~~ as identification, and who did not take an oath.



My Commission Expires: 10/05/2018

Janice Ninesling  
NOTARY PUBLIC  
(Printed, Typed, or Stamped Name)

**Roberts, Winston**

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**From:** aedwards@coconutcreek.net  
**Sent:** Monday, November 20, 2017 5:05 PM  
**To:** vigcotton@gmail.com  
**Cc:** Roberts, Winston  
**Subject:** The City of Coconut Creek has responded to your request.

Correspondence: Mr. Cotton,

I will be in contact when I have a date for Code Fine reduction. Please call me at 954-956-1476 if you need further assistance.

AMY EDWARDS  
City of Coconut Creek  
Butterfly Capital of the World

=====  
Original Request Information

Your Case#: 14057

Requestor: thomas a cotton

Initial Request: I would like to resolve property liens the above address at the code violation reduction meeting. attention to ms s rose



# CITY OF COCONUT CREEK

## CODE ENFORCEMENT FINE REDUCTION RECOMMENDATION COMMITTEE HEARING MINUTES

Government Center  
4800 W. Copans Road  
Coconut Creek, Florida

Date: December 5, 2017  
Time: 11:30 a.m.  
Hearing No. 2017-14

1. The meeting was called to order by Director of Sustainable Development Sheila Rose at 11:38 a.m.
2. Present upon roll call:  
  
Assistant City Manager Karen Brooks  
Assistant City Attorney Pat Rathburn  
Director of Sustainable Development Sheila Rose  
  
Also present: Senior Staff Assistant Amy Edwards, Code Compliance Supervisor Glenn Sime and Code Compliance Officer Winston Roberts.
3. Explanation of Proceedings  
Code Compliance Supervisor Glenn Sime explained the proceedings.
4. **Cases**

<u>Citation No.</u>	<u>Property Owner/Violator (New Owner) Address Violation</u>	<u>Violation Date</u>
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### Code Fine Reduction

C14090258 Roberts	Cotton, Thomas 5390 NW 41 Way Coconut Creek, FL 33073 Violation Address; 5390 NW 41 Way Chapter 13, Section 257 Sediment control violation, erosion of soil, sand, dirt into adjacent lake	09/11/14
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**FINE \$18,750**

**ADMIN. FEE \$25**

Code Compliance Officer Winston Roberts presented a brief timeline of the case. The fine accrued 250 days at \$75 per day with a one-time administrative fee of \$25, total fine amount of \$18,775.00.

Owner Thomas Cotton was present for case number C14090258. He explained he was incarcerated during a portion of the time that the fine was accruing. The property was brought into compliance by Winston Park Foundation.

C15070479 Roberts	Cotton, Thomas 5390 NW 41 Way Coconut Creek, FL 33073 Violation Address: 5390 NW 41 Way Chapter 13, Section 333 Failure to adhere to residential restrictions, rooms rented out to multiple tenants	04/21/15
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**FINE \$13,000**

**ADMIN. FEE \$25**

**Minutes No. 2017-14**  
**Code Enforcement Fine Reduction Meeting**  
**December 5, 2017**  
**Page 2**

Code Compliance Officer Winston Roberts presented a brief timeline of the case. The fine accrued 260 days at \$50 per day with a one-time administrative fee of \$25, total fine amount of \$13,025.00.

Owner Thomas Cotton was present for case number C15070479. He stated that he has stopped renting out rooms to tenants and has no plans to do so again.

Mr. Cotton asked if it would be possible for any fine to be paid in installments rather than in a lump sum. Ms. Rathburn advised that this would be unusual, and that the Special Magistrate would have to concur with a recommendation for an installment plan. She advised that in order to recommend an installment plan it would be necessary for Mr. Cotton and the City to enter into a settlement agreement which would form part of the recommendation to the Special Magistrate. The Settlement agreement would provide that in the event of any default in payment, or a recurrence of violation, that the fine would revert back to the original amount. Mr. Cotton agreed to these terms and Ms. Rathburn advised she would draft a settlement and circulate same in advance of the Special Magistrate' January 2018 meeting.

With unanimous consent the Committee agreed to consider cases C14090258 and C15070479 at the same time under one (1) motion.

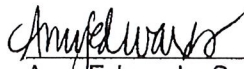
**Motion:** Karen Brooks made a motion to reduce the total fine amount for cases C14090258 and C15070479 to the amount of \$14,350 with a \$50 administrative fee making the total fine amount \$14,400. This would be paid over 48 months, \$300 each month. A Stipulated Settlement Agreement incorporating the terms discussed at the meeting will be drafted and brought before the Special Magistrate. Pat Rathburn seconded this motion.

Upon roll call, the motion passed by a 3-0 vote.

Mr. Sime explained the fine reduction recommendation for the case would go before the Special Magistrate on January 24, 2018 at 2:30 p.m. He explained that if the Special Magistrate concurs with the Code Enforcement Fine Reduction Recommendation Committee, the fine would be set at the reduced fine amount as long as the fine is paid either within thirty (30) days from the Special Magistrate hearing or as agreed in a stipulated settlement between Mr. Cotton and the City and then the case would be closed. If the fine is not paid within thirty (30) days after the Special Magistrate hearing or as agreed in a stipulated settlement between Mr. Cotton and the City, the fine would revert back to the original fine amount.

**5. ADJOURNMENT**

The meeting was adjourned at 12:13 p.m.

  
\_\_\_\_\_  
Amy Edwards, Senior Staff Assistant

  
\_\_\_\_\_  
date signed

**PATRICIA A. RATHBURN**  
**Attorney at Law**

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February 7, 2018

Via Federal Express #810721820060  
Mr. Thomas Cotton  
5390 NW 41 Way  
Coconut Creek, FL 33073

Re: Code Enforcement Fine Reduction  
Violations C14090258 and C15070479

Dear Mr. Cotton,

You may recall that I represented the City of Coconut Creek at the Code Enforcement Fine Reduction Committee meeting on December 5, 2017. You appeared at that meeting to request a reduction in the amount of the fines for the above referenced violations, and also to request an opportunity to pay any fine in installments.

The Committee voted to recommend reduction of the fines to a combined total of Fourteen Thousand Dollars (\$14,400.00) on the violations, subject to certain conditions that would be incorporated into an agreement between you and the City. These conditions included a payment plan requiring you to make a monthly payment to the City in the amount of Three Hundred Dollars (\$300.00) for Forty-eight (48) months and an agreement that in the event of a default on your part under the terms of the lien reduction agreement, that the liens filed against the property would revert back to the full amounts due, subject only to any credit for amounts paid pursuant to the payment plan. Events of default include, but are not limited to, failure to pay when due or another code violation occurring.

Based on the discussion and your agreement with the conditions outlined by the Committee, we have drafted a lien reduction agreement incorporating those terms. A copy is attached to this letter. We initially advised that the recommendation would go back to the Special Magistrate for consideration. However, since the fines have been reduced to liens filed in the Public Records, the Committee's recommendation for reduction and the payment agreement must be acted upon by the City Commission.

We have scheduled a hearing on the Committee's recommendation for the February 22, 2018 City Commission meeting. It will be necessary for you sign the agreement in advance of the meeting, in front of a notary and two witnesses, and return the executed agreement to the City **no later than February 15, 2018**. If you need assistance having the document notarized, please feel free to call the Code Compliance Division at 954-873-8752 and they will be able to assist you in this regard. If you do not deliver the executed agreement to the City on or before February 15<sup>th</sup>, the item will be pulled from the Commission agenda and the liens will revert to their original amounts.

Sincerely yours,

  
PATRICIA A. RATHBURN



CODE ENFORCEMENT LIEN REDUCTION AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into as of this 22 day of February, 2018, by and between Thomas Cotton (“Cotton”) having an address of 5390 NW 41 Way Coconut Creek, FL 33073 and The City of Coconut Creek Florida (“City”) having an address of 4800 W. Copans Road Coconut Creek, Florida 33063.

W I T N E S S E T H :

WHEREAS, Cotton is the owner of the property described as 5390 NW 41 Way, Coconut Creek, Florida as more particularly described in Exhibit “A” attached hereto and made a part hereof (the “Property”); and

WHEREAS, the Property was found to be in violation of the City’s Code of Ordinances in City Code Enforcement Proceeding Case #C14090258 and a Final Order of the Special Magistrate for the City was entered in such case and recorded in the Public Records of Broward County, Florida on October 22, 2015 under Instrument # 113302651 (“Case #1”); and

WHEREAS, the Property was found to be in violation of the City’s Code of Ordinances in City Code Enforcement Proceeding Case #C15040479 and a Final Order of the Special Magistrate for the City was entered in such case and recorded in the Public Records of Broward County, Florida on November 10, 2015 under Instrument # 113340405 (“Case #2”); and

WHEREAS, fines accrued under the above referenced Orders until the Property was brought into compliance; and

WHEREAS, the fines that accrued under the referenced Orders were reduced to liens in the amount of Eighteen Thousand Seven Hundred Seventy Five Dollars and No/100 (\$18,775.00) for Case #1 and Thirteen Thousand Twenty-five Dollars and No/00 (\$13,025.00) for Case #2, which liens were recorded under Instrument numbers #113938632 (Case #1) and Instrument # 113938633 (Case #2) in the Public Records of Broward County, Florida (collectively, the “Liens”); and

WHEREAS, Cotton submitted a request for mitigation of the Liens and appeared before the City Code Enforcement Fine Reduction Committee (the “Committee”) on December 5, 2017; and

WHEREAS, the Committee heard testimony from City staff and Cotton with respect to the violations, and Cotton acknowledged the violations and that Case #1 was a repeat violation; and

WHEREAS, the Committee, with Cotton’s consent, considered the request for Lien reduction for both Case #1 and Case #2 simultaneously; and



WHEREAS, during the Committee's deliberation, Cotton proposed that in the event of a reduction in the amount of the Liens that he be permitted to pay same in installments; and

WHEREAS, Cotton was advised that in the event City agreed to an installment payment plan that it would be necessary for Cotton and City to enter into an agreement providing that in the event of a default in payment, foreclosure, bankruptcy or a recurrence of a violation, that the Liens would revert back to their original amounts reduced only by the amount of any payments made to that time; and

WHEREAS, based on Cotton's acknowledgment of his understanding and acceptance of the terms under which the Committee would recommend a Lien reduction and payment plan, a motion was made and passed by the Committee recommending the reduction of the Liens for Case #1 and Case #2 to a combined total of Fourteen Thousand Three Hundred Fifty Dollars and No/100 (\$14,350.00) with an Administrative fee of Fifty Dollars and No/100 (\$50.00) for a total amount due of Fourteen Thousand Four Hundred Dollars and No/100 (\$14,400.00).

NOW, THEREFORE, in consideration Ten Dollars and No/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound, agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein and constitute adequate consideration for this Agreement.

2. Lien Reduction. City hereby agrees to reduce the amount of the Liens recorded under Instrument #113938632 and Instrument #113938633 in the Public Records of Broward County, Florida together with all administrative fees thereon, to a combined total of Fourteen Thousand Four Hundred Dollars and No/100 \$14,400.00, (the "Reduced Lien Amount") subject to the terms and conditions set forth in this Agreement.

3. Payments. Payments on the Reduced Lien Amount in the amount of Three Hundred Dollars and No/100 (\$300.00) each shall be made by Cotton to City monthly for Forty Eight (48) months on or before the 10<sup>th</sup> day of each month commencing March 10, 2018, and continuing thereafter monthly on like date until paid in full.

4. Termination in Event of Uncured Default. In the event of a default by Cotton under the terms of this Agreement not cured within the cure period as set forth in Paragraph 5 below, the City's agreement to reduce the Liens shall be rescinded and terminate without further action on the part of City or any further notice and the Liens shall revert to the full amounts due as set forth in the Liens recorded in Instrument #113938632 and Instrument #113938633 of the Public Records of Broward County, Florida subject only to credits for any amounts actually paid to reduce same as of the date of default.

5. Events of Default and Opportunity to Cure. Events of default hereunder shall include, but not be limited to:

- A. Monetary Default. Failure to pay any sum required hereunder within Ten (10) days of the date when due shall be a Monetary Default hereunder.
- B. Non-Monetary Default. Issuance by City of a Courtesy Warning or Notice of Violations for the Property for any violation of City Ordinances; the Commencement by, or on behalf of, Cotton of bankruptcy proceedings, voluntary or involuntary; or the filing of any foreclosure action by a lien holder superior to City shall constitute a Non- Monetary Default.
- C. Notice and Time to Cure. In the event of a Monetary Default, City shall send Cotton notice of the default and Cotton shall thereafter have Seven (7) days from the date of such notice to cure. In the event of a Non-Monetary Default, City shall send Cotton notice of the default and Cotton shall thereafter have Twenty (20) days from the date of said notice within which to cure.

6. Sale, Conveyance or Transfer of Title to the Property: In the event of the sale or other transfer or conveyance of Cotton's title to the Property including but not limited to a sale to a third party, deed in lieu of foreclosure, transfer of title by devise, descent, or operation of law, transfer by tax deed or sheriff's sale or transfer of title as a result of a foreclosure, then in that event, the remaining balance of the Reduced Lien Amount shall be due and payable in full on the date of such transfer.

7. Notices. Any notice to be sent as required by this Agreement shall be in writing and shall be deemed to have been given three days after depositing the same in the United States mail, postage pre-paid, or one day after depositing the same with an overnight express mail provider, or after hand-delivery addressed to the respective parties at the addresses set forth below.

Notice to City:           City of Coconut Creek  
                                  Attn: City Attorney's Office  
                                  4800 West Copans Road  
                                  Coconut Creek, Florida 33063

Notice to Cotton:       Thomas Cotton  
                                  5390 NW 41 Way  
                                  Coconut Creek, FL 33073

8. Waiver. City by entering into this Agreement shall not by act or omission or commission be deemed to have waived any of its rights, privileges or remedies under the Liens, except as set forth herein and unless such waiver be in writing and signed by the parties hereto and then only to the extent specifically set forth therein. A waiver on one occasion shall not be construed as continuing or as a waiver of such right, privilege or remedy on any other such occasion.



9. Florida Law. All questions with respect to the construction of the terms of this Agreement and the rights and liabilities of the parties shall be construed according to the laws of the State of Florida.

10. Jurisdiction and Venue. The parties acknowledge that the negotiations, anticipated performance and execution of this Agreement occurred in Broward County, Florida and that therefore, without limiting the jurisdiction or venue of any state court, each of the parties irrevocably and unconditionally agrees that any action or legal proceedings arising out of or relating to this proceeding shall be brought exclusively in the courts of Florida located in Broward County.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

12. Time Periods. If any time period provided herein shall end on a Saturday, Sunday or legal holiday, it shall extend to 5:00 p.m. the next full business day.

13. No Construction against Draftsman. The parties acknowledge that this is a negotiated Agreement and that in no event shall the terms hereby be construed against either party on the basis that such party or its counsel drafted this Agreement.

14. Binding on Heirs. This Agreement shall be binding upon the parties hereto, their respective heirs, legal representatives, executors, administrators, successors and assigns.

15. Severability. Should any provision of this Agreement be held unenforceable or invalid for any reason, the remaining provisions and portions of this Agreement shall be unaffected by such holding.

16. Attorney's Fees. In the event of default, the prevailing party in any court proceeding for the enforcement or defense of either party's right under this Agreement shall be entitled to recover reasonable attorneys' fees and court costs and reasonable costs and expenses from the non-prevailing party, including prior to trial, at all trial and appellate levels, post-judgment and bankruptcy proceedings in enforcing this Agreement. This paragraph intends for only one party to be awarded costs and reasonable attorneys' fees.

17. Entire Agreement. This Agreement contains all agreements of the parties. There are no contemporaneous promises, representations or agreements inducing entry into the Agreement, and all parties agree that no agreements or modifications to this Agreement shall in any way be valid or enforceable unless in writing and signed by all parties.

18. Gender. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

19. Captions. The captions inserted in this Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in anyway affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Signed, sealed and delivered  
In the presence of:

Janice Ninesling

Thomas Cotton  
Thomas Cotton

Print Name Janice Ninesling

Leslie Wallace May

Print Name Leslie Wallace May

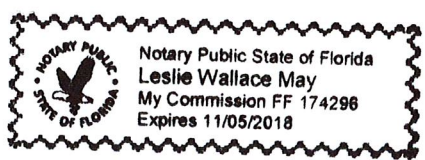
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of February 2018, by Thomas Cotton, ~~who is personally known to me or~~ who produced a driver's license as identification.

Leslie Wallace May  
NOTARY PUBLIC-State of Florida

Commission Expiration Date: 11/5/2018

Print Name: Leslie Wallace May





IN WITNESS WHEREOF, the parties have executed this Agreement this 22  
day of February, 2018.



City of Coconut Creek Florida  
By:

Mary C. Blasi

Print Name: Mary C. Blasi

Title: City Manager

ATTEST:

Leslie Wallace May  
Leslie Wallace May  
City Clerk

OFFICIAL SEAL

Approved as to form:

Terrill C. Pyburn  
Terrill C. Pyburn, City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of February 2018, by Mary C. Blasi, as City Manager of the City of Coconut Creek Florida, who is personally known to me or who produced a driver's license as identification.

Justin Ayers  
NOTARY PUBLIC-State of Florida  
Print/Type/Stamp Name: Justin Ayers  
Commission Expiration Date: 05/08/2020  
Notary Seal:

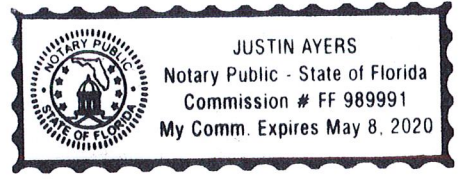


EXHIBIT "A"

<b>Legal Description</b>	WINSTON PARK SECTION TWO-A 138-40 B A POR TR F DESC'D AS:COMM SE COR SAID TR F;W 198.67 TO POB;W 50, N 65,E 50,S 65 TO POB AKA: LOT 95 OF CORAL POINTE
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**RESOLUTION NO. 2018-044**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE ATTACHED AGREEMENT FOR CODE ENFORCEMENT LIEN REDUCTION BETWEEN THE CITY OF COCONUT CREEK AND THOMAS COTTON; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Thomas Cotton is the owner of the property described as 5390 NW 41 Way, Coconut Creek, Florida; and

**WHEREAS**, the Property was found to be in violation of the City's Code of Ordinances in City Code Enforcement Proceeding Case No. C14090258, and a Final Order of the Special Magistrate for the City was entered in such case and recorded in the Public Records of Broward County, Florida on October 22, 2015, under Instrument #113302651 ("Case #1"); and

**WHEREAS**, the Property was found to be in violation of the City's Code of Ordinances in City Code Enforcement Proceeding Case No. C15040479, and a Final Order of the Special Magistrate for the City was entered in such case and recorded in the Public Records of Broward County, Florida on November 10, 2015, under Instrument #113340405 ("Case #2"); and

**WHEREAS**, fines were stopped when each case was brought into compliance, and the fines that accrued under the referenced Orders in the amount of eighteen thousand seven hundred seventy-five dollars (\$18,775) for Case #1 and thirteen thousand twenty-five dollars (\$13,025) for Case #2, were recorded under Instrument numbers #113938632 (Case #1) and Instrument # 113938633 (Case #2) in the Public Records of Broward County, Florida (collectively, the "Liens"); and

**WHEREAS**, the Code Fine Reduction Committee, at Thomas Cotton's request and consent, considered the request for lien reduction for both Case #1 and Case #2 simultaneously, and accepted of the terms under which the Committee would recommend



a lien reduction and payment plan, a motion was made and passed by the Code Fine Reduction Committee recommending the reduction of the Liens for Case #1 and Case #2 to a combined total of fourteen thousand three hundred fifty dollars (\$14,350) with an administrative fee of fifty dollars (\$50) for a total amount due of fourteen thousand four hundred dollars (\$14,400); and

**WHEREAS**, the Code Fine Reduction Committee, at Thomas Cotton's request, considered and recommended a payment plan outlined in the Code Enforcement Lien Reduction Agreement (Agreement); and

**WHEREAS**, the Agreement, attached as Exhibit A, memorializes this payment plan and the conditions thereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:**

**Section 1:** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution. All Exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

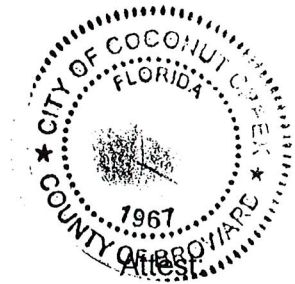
**Section 2:** That the City Commission has reviewed and hereby approves the attached Code Enforcement Lien Reduction Agreement between the City of Coconut Creek and Thomas Cotton.

**Section 3:** That the City Manager, or designee, is hereby authorized to execute the attached Code Enforcement Lien Reduction Agreement between the City of Coconut Creek and Thomas Cotton.

**Section 4:** That if any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this Resolution.

**Section 5:** That this Resolution shall be in full force and effect immediately upon its adoption.

**Adopted this 22<sup>nd</sup> day of February, 2018.**



Rebecca A. Tooley  
Rebecca A. Tooley, Mayor

Leslie Wallace May  
Leslie Wallace May, City Clerk

Tooley	<u>Aye</u>
Rydell	<u>Aye</u>
Sarbone	<u>Aye</u>
Belvedere	<u>Aye</u>
Welch	<u>Aye</u>

SR;jw;ae

S:\Data\Development Services\Common\Documents\PLANNING & ZONING\Project Coordinator\Resolutions\RES 2018-044 Cotton Agreement.docx  
02-07-18

4.9.18

DEAR MS. TRATHBORN,

THIS IS TO LET YOU KNOW I AM  
SORRY FOR NOT MAKING PAYMENTS ON  
TIME, AFTER ALL WE WENT THRU TO  
GET A REDUCTION.

THE WINSTON PARK FOUNDATION IS  
PRESSURING ME TO PAY \$8,374<sup>99</sup> OR  
FACE ~~ANOTHER~~ ANOTHER PENDING  
FORECLOSURE. THEY WILL NOT ACCEPT  
A PAYMENT PLAN. HOPEFULLY YOU  
WILL UNDERSTAND.

THANK YOU,

THOMAS A. COTTON

954.394.1573

T. Cotton



This Instrument Prepared by and Return to:

Eve M. Lewis, Esq.  
Assistant City Attorney  
City of Coconut Creek  
4800 W. Copans Rd.  
Coconut Creek, FL 33063

THIS CLAIM OF LIEN IS BEING RE-RECORDED TO REFLECT A \$1,287.79 DECREASE IN THE LIEN AMOUNT AND IS TO  
REPLACE THE CLAIM OF LIEN RECORDED ON 09/19/2016, INSTRUMENT #113938633

CLAIM OF LIEN

PLEASE TAKE NOTICE that the undersigned municipality, City of Coconut Creek ("City"), whose mailing address is 4800 West Copans Road, Coconut Creek, FL 33063, according to Section 2-234 of the City's Code of Ordinances, and pursuant to Section 169.09, Florida Statutes, does hereby claim a lien for unpaid City code enforcement violation fines assessed against the following described real property located at 5390 NW 41<sup>st</sup> Way, Coconut Creek, Broward County, Florida 33073, owned by Thomas A. Cotton, a/k/a Thomas Cotton, legally described as:

Lot 95, Coral Pointe, a portion of Tract F, Winston Park Section Two-A, according to the plat thereof as recorded in Plat Book 138, Page 40, Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Tract F; thence South 89°37'07" West along the Southerly line of said Tract for 198.87 feet to the Point of Beginning; thence South 89°37'07" West for 50 feet; thence North 00°22'53" West for 65.00 feet; thence North 59°37'07" East for 50 feet; thence South 00°22'53 East for 65.00 feet to the Point of Beginning.

**Property I.D. 4842 08 06 0950**

This amended claim of lien reflects a partial payment of \$1,287.79 to City that reduces the original lien amount claimed pursuant to the Final Order in City of Coconut Creek Case No. C15-04-0479, attached hereto as Composite Exhibit "1," and summarized as follows:

Code Enforcement Violation for failure to adhere to residential zoning restrictions, Section 13-333	\$13,000.00
Administrative Fee	\$ 25.00
TOTAL OF ORIGINAL LIEN	\$13,025.00
<b>PAYMENT TO CITY ON 02/13/2020</b>	<b>- \$ 1,287.79</b>
Interest Charges as provided in Chapter 55 "Judgments," Florida Statutes	TBD
<b>TOTAL AMOUNT NOW DUE</b>	<b>\$11,731.21</b>

This Claim of Lien shall secure all the above unpaid code enforcement violation fines and fees, interest, late charges, costs, and attorney's fees which are due and which may accrue subsequent to the date of this Claim of Lien.

Signed, Sealed and Delivered in Presence of:

(SEAL)

CITY OF COCONUT CREEK,  
A Florida Municipal Corporation,

BY:

Karen M. Brooks  
Karen M. Brooks, City Manager

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 12<sup>th</sup> day of March, 2020, by Karen M. Brooks, City Manager, an authorized agent of the City of Coconut Creek, a Florida Municipal Corporation and who did not take an oath.

Leslie Wallace May  
Notary Public, State of Florida (Signature of Notary Making Acknowledgment)

(NOTARY SEAL)

Name of Notary Typed, Printed or Stamped

personally known to me or

has produced identification: Identification \_\_\_\_\_



Leslie Wallace May  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG237864  
Expires 11/5/2022

## Capone, Briana

---

**From:** Thomas, Daniella  
**Sent:** Tuesday, June 21, 2022 3:25 PM  
**To:** Capone, Briana; Nelson, Daniel; Stoudenmire, Scott  
**Subject:** FW: this is an attempt to resolve two liens

Please view the below response from Mr. Cotton:

Thank you,

---

**Dani Thomas**  
Senior Staff Assistant  
Sustainable Development  
Ext. 1476

**From:** thomas cotton <cottonthomas72@gmail.com>  
**Sent:** Tuesday, June 21, 2022 2:36 PM  
**To:** Pyburn, Terrill <TPyburn@coconutcreek.net>  
**Cc:** Thomas, Daniella <DThomas@coconutcreek.net>  
**Subject:** Re: this is an attempt to resolve two liens

I will be there, thank you.

On Tue, Jun 21, 2022, 1:17 PM Pyburn, Terrill <TPyburn@coconutcreek.net> wrote:

Hi Mr. Cotton,

You should have received an email yesterday with the information below from Daniella Thomas. Please plan to attend on August 2<sup>nd</sup> at 11:30am.

Thank you.

Terrill

This email serves as confirmation of the Code Fine Reduction Hearing. Please reply all to this email confirming that you will be present. Below are the details of the hearing:

August 2, 2022

At

11:30 a.m.

City of Coconut Creek

City Commission – Public Meeting Room

4800 West Copans Road

Coconut Creek, FL 33063

**From:** thomas cotton <[cottonthomas72@gmail.com](mailto:cottonthomas72@gmail.com)>

**Sent:** Tuesday, June 21, 2022 1:05 PM

**To:** Pyburn, Terrill <[TPyburn@coconutcreek.net](mailto:TPyburn@coconutcreek.net)>

**Subject:** Re: this is an attempt to resolve two liens

Good afternoon counsel , Wondering if I can negotiate with Code violation to work out an agreement to satisfy my liens Thanks Thomas Cotton 9546876835

On Thu, Jun 16, 2022, 3:40 PM Pyburn, Terrill <[TPyburn@coconutcreek.net](mailto:TPyburn@coconutcreek.net)> wrote:

Hi Mr. Cotton,

I have forwarded your request to the Sustainable Development Department that schedules Fine Reduction Committee Meetings. They should be reaching out to you soon to schedule something.

Best Regards,  
Terrill

**Terrill C. Pyburn,**

City Attorney

Florida Bar Board Certified City,

County, and Local Government Attorney



4800 W. Copans Road

Coconut Creek, FL 33063

954-956-1598 Direct Line

[tpyburn@coconutcreek.net](mailto:tpyburn@coconutcreek.net)

Please consider the environment before printing this email. Thank you.

**From:** thomas cotton <[cottonthomas72@gmail.com](mailto:cottonthomas72@gmail.com)>

**Sent:** Thursday, June 16, 2022 3:38 PM

**To:** Pyburn, Terrill <[TPyburn@coconutcreek.net](mailto:TPyburn@coconutcreek.net)>

**Subject:** Re: this is an attempt to resolve two liens

Good Afternoon Esquires. I am still waiting on an answer as to whether I can reduce or eliminate the 2 liens on My property at 5390 N W 41 Way, Coconut Creek, Fl. We need to expedite this process as soon as possible  
Thank you Thomas Cotton 9546876835

On Wed, Jun 1, 2022, 3:51 PM thomas cotton <[cottonthomas72@gmail.com](mailto:cottonthomas72@gmail.com)> wrote:

Thank you for the update.

On Wed, Jun 1, 2022, 2:46 PM Pyburn, Terrill <[TPyburn@coconutcreek.net](mailto:TPyburn@coconutcreek.net)> wrote:

Hi Mr. Cotton,

I provided additional information to the Director of Sustainable Development, and he will need more time review the items, as he is out of the office on vacation until next week. Aside from that,

the Fine Reduction Committee meeting was cancelled for the month of June 2022. So the earliest it could possibly be considered by the Committee is July 2022. We will be in touch soon with more information.

Thank you.

Terrill

**Terrill C. Pyburn,**

City Attorney

Florida Bar Board Certified City,

County, and Local Government Attorney

4800 W. Copans Road

Coconut Creek, FL 33063

954-956-1598 Direct Line

[tpyburn@coconutcreek.net](mailto:tpyburn@coconutcreek.net)

Please consider the environment before printing this email. Thank you.

Thomas Cotton here, just following up on whether you have decided how I can resolve this issue ofnkn the 2 liens, Thanks Thomas

On Tue, May 17, 2022, 7:27 PM thomas cotton <[cottonthomas72@gmail.com](mailto:cottonthomas72@gmail.com)> wrote:

Thank you for your response Thomas will be standing by

On Tue, May 17, 2022, 3:21 PM Pyburn, Terrill <[TPyburn@coconutcreek.net](mailto:TPyburn@coconutcreek.net)> wrote:

Good afternoon Mr. Cotton,

I am in receipt of your email request per our discussion last week. I will forward it on to the Sustainable Development Department Director who should have someone get in touch with you soon to discuss options.

Best Regards,

Terrill

**Terrill C. Pyburn,**

City Attorney

Florida Bar Board Certified City,

County, and Local Government Attorney

4800 W. Copans Road

Coconut Creek, FL 33063

954-956-1598 Direct Line

[tpyburn@coconutcreek.net](mailto:tpyburn@coconutcreek.net)

Please consider the environment before printing this email. Thank you.



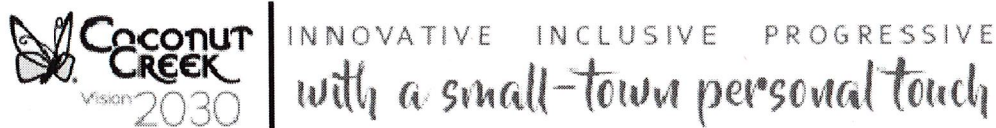
**From:** thomas cotton <cottonthomas72@gmail.com>

**Sent:** Tuesday, May 17, 2022 9:37 AM

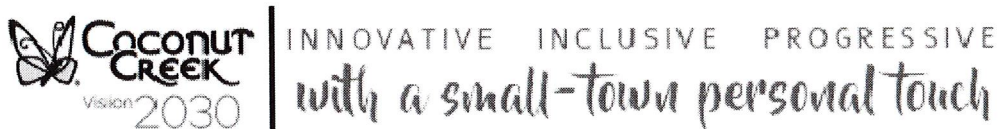
**To:** Pyburn, Terrill <TPyburn@coconutcreek.net>

**Subject:** this is an attempt to resolve two liens

good morning carol piper, esq. my name is thomas cotton. i am hoping we can come to a meeting of the minds to resolve the two liens attached to my property at 5390 nw 41 way , coconut creek fl. 33073. the property has been restored at the request of code enforcement. the property has been restored for over 10 years. i need a second chance to comply with a payment plan . the first time could not be a worse time for me . I was an airline captain for eastern airlines and unfortunately they declared bankruptcy and i divorced. my goal is to create some much needed equity in my property. please lets come to a workable solution. i would be also consider taking a job with the city in return for sweat equity. thank you for your consideration in this matter your truly thomas a. cotton phone 954 687 6835



Under Florida law, most e-mail messages to or from Coconut Creek employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the City, inclusive of e-mail addresses contained therein, may be subject to public disclosure.



Under Florida law, most e-mail messages to or from Coconut Creek employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the City, inclusive of e-mail addresses contained therein, may be subject to public disclosure.



Under Florida law, most e-mail messages to or from Coconut Creek employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the City, inclusive of e-mail addresses contained therein, may be subject to public disclosure.