

3G-1

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

**Meeting Date:** March 12, 2019

☒ **Consent**  
☐ **Workshop**

☐ **Regular**  
☐ **Public Hearing**

**Department:** Office of Financial Management and Budget

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** a negotiated settlement agreement for an initial payment of \$5,000 and an additional 10% of the sales price of the property if sold within 5 years for the full satisfaction of a code enforcement lien that was entered against Marc Scarfone on October 5, 2011.

**Summary:** The Code Enforcement Special Magistrate (CESM) entered an Order on May 4, 2011 for property owned by Marc Scarfone giving him until June 3, 2011 to bring his property located on Hamlin Boulevard in Loxahatchee into full code compliance. The property had been cited for uncultivated vegetation. Compliance with the CESM's Order was not achieved by the ordered compliance date and a fine in the amount of \$100 per day was imposed. The CESM then entered a claim of lien against Marc Scarfone on October 5, 2011. The Code Enforcement Division issued an affidavit of compliance for the property on May 8, 2018 stating that as of May 7, 2018 the cited code violation had been fully corrected. The total accrued lien amount through May 31, 2018, the date on which settlement discussions began, totaled \$357,627.14. Marc Scarfone has agreed to pay Palm Beach County an initial payment of \$5,000 and an additional 10% of the sales price of the property if sold within 5 years for the full satisfaction of his outstanding code enforcement lien. District 6 (SF).

**Background and Justification:** The violations that gave rise to this code enforcement lien was for uncultivated vegetation. The Special Magistrate gave Marc Scarfone until June 3, 2011 to bring his property into full code compliance or a fine of \$100 per day would begin to accrue. A follow-up inspection by the Code Enforcement Division on June 6, 2011 confirmed that the property was still not in full compliance. A code lien was then entered against Marc Scarfone on October 5, 2011. The Code Enforcement Division issued an affidavit of compliance for the property on May 8, 2018 stating that as of May 7, 2018 the cited code violation had been corrected. The Collections Section of OFMB was originally contacted by Marc Scarfone on May 1, 2018 to discuss resolving code lien issues and then again on May 31, 2018 to begin settlement discussions. Collections, after extensive review, evaluation, and discussions with the Code Enforcement Division, Mr. Scarfone and his legal representation and the County Attorney's office has agreed to present a proposed settlement offer for an initial payment of \$5,000 and an additional 10% of the sales price of the property if sold within 5 years to the Board for approval.

(continued on page 3)

**Attachments:** Marc Scarfone Settlement Agreement

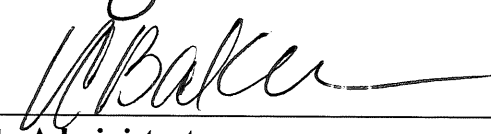
**Recommended by:**

  
Department Director

  
Date

2/13/19

**Approved by:**

  
County Administrator

  
Date

3/1/19

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs					
External Revenues	(\$5,000)				
Program Income(County)					
In-Kind Match(County					
NET FISCAL IMPACT	(\$5,000)				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

Is Item Included In Current Budget? Yes \_\_\_\_\_ No  X   
Does this item include the use of federal funds? Yes \_\_\_\_\_ No  X

Budget Account No. Fund  0001  Department  600  Unit  6241  RSRC  5900

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review:

\_\_\_\_\_

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

*2/11/19*  
*OFMB*  
*2/13/19*  
*2/19*  
*2/19*  
*2/19*  
*2-4-19*

N/A   
Contract Dev. and Control

B. Legal Sufficiency:

*[Signature]*  
Assistant County Attorney

C. Other Department Review:

N/A   
Department Director

## **Background and Justification Continued (Marc Scarfone)**

### **Page 3**

The factors considered during staff's review and evaluation of this settlement are as follows:

1. The cited violation on Mr. Scarfone's vacant lot was for the overgrowth of vegetation which required that he cut the vegetation back 25 feet from the neighboring developed lot. He was given until June 3, 2011 to comply or a daily fine in the amount of \$100 would begin to accrue. All Code Enforcement notices were sent to the address of record listed on the Property Appraiser's records and signed for by personnel at the front desk of Mr. Scarfone's place of residence (condominium). Previously, Mr. Scarfone had moved and failed to update the mailing address in the Property Appraiser's records, the Code Enforcement notices of which Mr. Scarfone states that the code enforcement notices were never forwarded to him
2. Before the code enforcement violation was initiated on January 19, 2011, the subject property was in foreclosure by the bank as of July 17, 2008. The foreclosure suit proceeded and was set for public sale at the courthouse on November 15, 2010. The sale was delayed as the bank's attorneys did not provide the Clerk of Court with the required proof of publication for the sale. Subsequently, and for reasons unknown, the foreclosure case was dismissed without prejudice by the Court on June 13, 2011. Mr. Scarfone never received notice of the dismissal and believed that he was no longer the owner of the property as of November 15, 2010. The last property tax bill Mr. Scarfone paid on the violating property was in 2007.
3. In April, 2018, a co-worker noticed a property coming up for tax deed sale on May 9, 2018 with Mr. Scarfone's name on it and asked him if it was his property. Mr. Scarfone informed his co-worker of the foreclosure and that he no longer owned the property. Mr. Scarfone immediately began investigating the matter and found out that the foreclosure was vacated and the case was dismissed. He then gathered the required funds to redeem the delinquent tax certificates. He paid the delinquent tax certificates on May 7, 2018 and the property was removed from the May 9, 2018 tax deed sale.
4. Just before redeeming the delinquent tax certificates, Mr. Scarfone took immediate action by hiring a landscaping company to clear the required 25 feet wide path along the developed property line and has continually maintained the property to code.
5. Mr. Scarfone obtained a letter from the affected neighboring property owner stating that they were not negatively affected by the vegetation as they kept everything cleared along the fence that separates the properties.

An affidavit of compliance was issued by the Code Enforcement Division stating that the cited code violation was fully corrected as of May 7, 2018 and the property is in full compliance with the CESM's Order.

In light of the above stated circumstances, Staff believes that the proposed settlement agreement is fair and in the best interest of Palm Beach County.

Settlement offers that reduce any debt amount due to Palm Beach County by more than \$2,500 require the approval of the Board of County Commissioners, per Countywide PPM# CW-F-048.

## **SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT**, (this "Agreement") is executed effective as of March 12, 2019, by and among Palm Beach County ("PBC") and MARC SCARFONE ("SCARFONE"). PBC and SCARFONE will be collectively referred to as the "Parties."

### **RECITALS**

**WHEREAS**, on October 5, 2011, a Special Magistrate of Palm Beach County signed an Order Imposing Fine/Lien for violations found as to Case No.: C-2011-01190001, recorded on November 14, 2011, in Palm Beach County Office Records Book 24849 Page 1648 with costs and a daily fine of \$100.00 imposed against Respondent SCARFONE ("Order Imposing Fine/Lien"), attached hereto as Exhibit "A", for the property located at Hamlin Blvd., West Palm Beach, Florida having a Parcel Control Number of 00-40-42-15-00-000-5090 ("Property");

**WHEREAS**, the underlying violations of Case C-2011-011900001 were corrected as of May 7, 2018, supported by the Affidavit of Compliance of PBC Code Enforcement Officer Jose Feliciano (attached hereto as Exhibit "B"); and

**WHEREAS**, the Parties hereto wish to compromise and settle all of the outstanding controversies between and among the Parties related to the Order Imposing Fine/Lien.

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

#### **1. TERMS OF SETTLEMENT**

**1.1. Preliminary Good Faith Payment.** Within thirty (30) days of the date of this Agreement, SCARFONE will make payment to PBC in the sum of Five Thousand Dollars (\$5,000.00).

**1.2. 5-Year Non-Sale Period.** SCARFONE agrees that should SCARFONE sell the Property on or before March 12, 2024, then SCARFONE shall pay ten percent (10%) of the sales price to PBC at the time of closing. Such sale must be an arms-length transaction for fair market value, and SCARFONE must submit a proposed contract for sale to the Collections Coordinator of the Palm Beach County Office of Financial Management and Budget for written approval prior to executing the sales contract. If PBC determines that the proposed sale contract offers less than fair market value for the Property or is not an arms-length transaction, PBC will not approve the sales contract. In the event that SCARFONE sells the Property in violation of this Agreement, PBC may unilaterally declare this Agreement void and all principal and interest remaining on the aforementioned lien shall be due and owing. PBC agrees that as long as SCARFONE does not sell the Property before March 12, 2024 ("Non-Sale Period"), the Order Imposing Fine/Lien shall terminate with no obligation on behalf of SCARFONE thereafter. Within 10 business days of

notice from SCARFONE that the Non-Sale period has expired without the Property being sold, PBC will record with the Palm Beach County Recording Department a Satisfaction to the October 5, 2011 Order Imposing Fine/Lien, recorded on November 14, 2011 with Palm Beach County, Florida in its Office Records Book 24849 Page 1648. For the purpose of this Settlement Agreement, fair market value shall mean a value based on the sale of similar properties in the area within the twelve months preceding the proposed sale.

**1.3. Acknowledgement.** SCARFONE acknowledges that the Property must be maintained in accordance with all Palm Beach County codes and ordinances. If on or before March 12, 2024, the Property, while belonging to SCARFONE, is cited for a violation of the Palm Beach County codes and ordinances for a “repeat” offence, PBC may unilaterally declare this Agreement void and all principal and interest remaining on the aforementioned lien shall be due and owing.

## **2. PAYMENT TO PBC**

**2.1** All payments to PBC shall be made payable to Palm Beach County and shall be delivered as follows: Palm Beach County, Attn: Office of Financial Management and Budget, 301 North Olive Avenue, 7<sup>th</sup> Floor, West Palm Beach, FL 33401.

## **3. MISCELLANEOUS**

**3.1 Non-Admission of Liability.** Neither this Agreement nor anything contained herein shall constitute or is to be construed as an admission by the Parties as evidence of any liability, wrongdoing or unlawful conduct.

**3.2 Survival of Representations and Warranties.** All representations and warranties contained herein or made in writing by any party in connection herewith will survive the execution and delivery of this Agreement indefinitely.

**3.3 Time is of the Essence.** Time is of the essence with respect to the performance of this Agreement.

**3.4 Venue.** The sole and exclusive venue for enforcement of this Agreement and any subsequent court proceedings thereon or relating thereto shall be in the trial courts in and for Palm Beach County, Florida.

**3.5 Waiver.** The failure of any party to declare any default immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default; the parties hereto shall have the right to declare any such default at any time. No waiver by any party of a default by another party shall be implied, and no express waiver by any party shall affect any default other than the default specified in such waiver and then only for the time and extension stated therein. No waiver of any term, provision, condition or covenant of this Agreement by any party shall be deemed to imply or constitute a further waiver by any party of any other term, provision, condition or covenant of this Agreement. Notwithstanding any applicable law, the terms of this Section and the other provisions of this Agreement may not be

waived by any prior, contemporaneous, concurrent, or subsequent course of dealing, course of conduct or trade practice.

**3.6 Arms-Length Agreement.** The Parties hereto mutually acknowledge and agree that this Agreement and the matters memorialized herein have been fully negotiated with the assistance of counsel at arm's-length. The parties further stipulate and agree that (a) the choice of law, venue and jurisdiction clauses contained in this Agreement are reasonable, (b) neither party had overwhelming bargaining power and (c) all parties were represented by counsel of their choice or they were fully advised to seek independent legal counsel, had an opportunity to seek independent counsel, and chose not to.

**3.7 Entire Agreement.** The Parties are not relying upon any prior, contemporaneous, or concurrent oral, tacit, or written representation, statement, letter agreement, understanding, side-deal, inducement, warranty, or utterance as an inducement to enter into this Agreement. The Parties expressly waive any claim for fraudulent misrepresentation or fraudulent inducement relating to entry into this Agreement. This written Agreement constitutes the entire understanding of the parties with respect to the disposition of the matters contained herein and all oral, tacit, or written representations, side-deals, conversations, inducements, understandings, warranties, utterances or agreements made prior to, contemporaneously with, and/or concurrently with the execution and delivery of this Agreement are merged into this written document and are of no further force and effect.

**3.8 Modifications.** No change, modification or waiver of any provision of this Agreement or any Other Agreement shall be valid or binding unless it is in writing and signed by all parties to this Agreement. Notwithstanding any applicable law, the terms of this Section and all other provisions of this Agreement may not be waived by any prior, contemporaneous, concurrent, or subsequent course of dealing, course of conduct, trade practice, or attempted modification.

**3.9 Construction.** This Agreement was negotiated and prepared jointly by the parties hereto and their respective legal counsel. The provisions of this Agreement shall be construed according to their fair meaning and neither for nor against any party hereto irrespective of which party caused such provisions to be drafted. The headings in this Agreement are only for convenience and cannot be used in interpretation.

**3.10 Attorneys' Fees.** In any proceeding concerning this Agreement, each party shall bear its own attorneys' fees and costs incurred at the trial and appellate levels.

**3.11 Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Florida, and any dispute arising out of, connected with, related to, or incidental to the relationship between the parties in connection with this Agreement, whether arising in tort, contract, equity, or otherwise, shall be resolved in accordance with the internal laws (as opposed to the conflicts of laws provisions) and decisions of the State of Florida.

**3.12 Severability.** Wherever possible, each portion of this Agreement shall be interpreted in such a manner as to be valid, effective and enforceable under the applicable law. If any portion of this Agreement is held to be invalid, illegal, against public policy, or unethical by a

court of competent jurisdiction or other regulatory or administrative authority, under the terms hereof, such provision shall be severed therefrom and such invalidity shall not affect any other portion of this Agreement, the balance of which shall remain in, and have its intended, full force and effect.

**3.13      Notices.** All notices permitted under this Agreement shall be sent to:

**For SCARFONE:**    Marc Scarfone  
400 SW 1 Avenue, Apt 205  
Fort Lauderdale, FL 33301

**For PBC:**            **Palm Beach County**  
**Code Enforcement Director**  
2300 North Jog Road  
West Palm Beach, FL 33411  
Attn: Robert Santos-Alborna, Director

**With a copy to:**    **Palm Beach County Attorney**  
2300 North Jog Road  
West Palm Beach, FL 33411  
Attn: Shannon Fox, Esq.

or such other addresses which the Parties may designate in writing from time to time.

**3.14    Counterparts.**      This Agreement may be executed in one or more counterparts and each counterpart shall be deemed to be an original. Facsimile and email signatures shall be deemed to be original signatures. Signatures to the Agreement transmitted by facsimile or email shall have the same force and effect as originals.

**3.15    Further Documents.** In the event that further documents are required or permitted to be executed in order to effectuate the purposes of this Agreement, then each of the Parties hereby covenant and agree that they shall execute such documents within three business days of receipt of such request, together with a copy of the proposed documents.

**3.16    Legality.**      The parties represent, warrant and covenant that they know of no reason why this Agreement is in violation of any federal, state, or local statute, regulation, rule or ordinance. In the event any term of this Agreement is rendered invalid or unenforceable by a valid Act of Congress or of the Florida Legislature or by any regulation duly promulgated by officers of the United States or of the State of Florida acting in accordance with law, or declared null and void, or illegal, by any court of competent jurisdiction or in any arbitration, the remainder of the terms of this Agreement shall remain in full force and effect.

**3.17    Recording.** Upon execution, PBC will record a copy of this Settlement Agreement with the Clerk of Court of Palm Beach County.

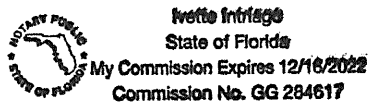
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IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement on the date first set forth above.

By:   
MARC SCARFONE

STATE OF FLORIDA )  
COUNTY OF Broward )SS:

The foregoing instrument was acknowledged before me this 13 day of FEBRUARY 2019, by MARC SCARFONE. He is personally known to me or has produced driver's license as identification and did not take an oath.



Notary Public:   
sign  
print Ivette Intrigo

State of Florida at Large (Seal)

ATTEST: PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Sharon R. Bock  
Clerk & Comptroller

By: \_\_\_\_\_  
Mayor Mack Bernard

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )SS:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ who is \_\_\_\_\_ of Palm Beach County, Florida's Code Enforcement and who is personally known to me or has produced driver's license as identification and did not take an oath.

Notary Public:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
  
County Attorney



sign \_\_\_\_\_

print \_\_\_\_\_

State of Florida at Large (Seal)

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Palm Beach County  
Planning Zoning & Building  
Code Enforcement Liens  
2300 North Jog Road  
West Palm Beach, FL 33411-2741  
Acct. # 1019

CFN 20110422729  
OR BK 24849 PG 1648  
RECORDED 11/14/2011 17:10:06  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1648 - 1651; (4pgs)

CODE ENFORCEMENT SPECIAL MAGISTRATE  
OF PALM BEACH COUNTY

CASE NO. C-2011-01190001

TO: Marc Scarfone  
408 NE 6th St, Unit 422  
Ft Lauderdale, FL 33304-6409

CEO: Jose Feliciano

ORDER IMPOSING FINE/LIEN

THIS CAUSE came for public hearing before the Code Enforcement Special Magistrate or Code Enforcement Board on **May 4, 2011**, after due notice, at which time the Code Enforcement Special Magistrate or Code Enforcement Board heard testimony under oath, received evidence, and issued its Findings of Fact, Conclusions of Law and Order, which was reduced to writing and furnished to **Marc Scarfone**. A copy of said Order is attached hereto.

Said Order required the respondent(s) to take certain corrective action by a specified date, as more specifically set forth in that Order dated **May 4, 2011**.

An Affidavit of Non-Compliance dated **June 7, 2011** has been filed by the code inspector, which Affidavit certifies under oath that the required corrective action was not taken by the specified date as ordered.

Accordingly, it having been brought to the Code Enforcement Special Magistrate's attention that the respondents failed to comply by the date specified in said Order, it is hereby

ORDERED that **Marc Scarfone**, pay to Palm Beach County a fine in the amount of **\$100.00** per day for every day in violation past **June 3, 2011** which is the compliance date set by said Order, for the property at **Hamlin Blvd, FL** property control number is **00-40-42-15-00-000-5090**. This amount shall accrue interest at the maximum rate allowed by law.

A certified copy of this Order may be recorded in the public records of Palm Beach County, Florida, and shall thereafter constitute a lien against the above-described property, and upon any other real or personal property owned by the respondents pursuant to Sections 162.08 and 162.09, Florida Statutes, as may be amended and Article 10, Palm Beach County Unified Land Development Code. After three months from the filing of the lien, the County is authorized to foreclose the lien or pursue any other collection actions the County deems appropriate.

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EXHIBIT

A

tabbles

DONE AND ORDERED this 10/5, 2011, at  
West Palm Beach, Palm Beach County, Florida

PALM BEACH COUNTY CODE ENFORCEMENT

By: [Signature]  
Special Magistrate

STATE OF FLORIDA  
COUNTY OF PALM BEACH

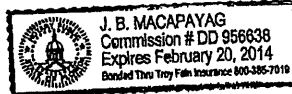
Sworn to and subscribed before me this 5th day of October, 2011, by  
Alcya St. Juste, who is personally known to me.

J. B. Macapayag  
Notary Public, State of Florida

My Commission Expires:  
Commission No.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]  
ASSISTANT COUNTY ATTORNEY



I hereby certify that a true and correct copy of the foregoing Order has been  
furnished to Marc Scarfone by U.S. Regular Mail this 14 day of October,  
2011.

J. B. Macapayag  
Secretary

NOTE: If this lien is not satisfied within ninety (90) days of the date the lien is recorded, it  
will be referred to the Office of Financial Management for referral to a collection agency. No  
modification requests will be accepted and you will be responsible for any collection fees  
incurred by the County.

I HEREBY CERTIFY THAT I AM SECRETARY TO THE CODES  
ENFORCEMENT SPECIAL MAGISTRATE AND FURTHER  
THAT THIS IS A TRUE AND CORRECT COPY OF THE CODES  
ENFORCEMENT SPECIAL MAGISTRATE ORDER AND OR LIEN

Marc Scarfone  
J. B. Macapayag  
SECRETARY  
CODE ENFORCEMENT

PAGE 2 OF 4

ORDER  
CODE ENFORCEMENT SPECIAL MAGISTRATE

TO: Marc Scarfone  
408 NE 6th St, Unit 422  
Ft Lauderdale, FL 33304-6409

C-2011-01190001

RE: 1) 603.2 PBC Property Maintenance Code  
1) If the nuisance consists solely of uncultivated vegetation as provided in Section 602.3, 602.4, 602.5, and the parcel is less than 1/2 acre in size, the nuisance shall be abated in its entirety. If the parcel is greater than 1/2 acre in size only so much of the nuisance shall be abated as lies within twenty-five (25) feet of the boundary of any adjacent property which is developed and used or has been used for residential, commercial or industrial purposes. Overgrown vegetation along west propertyline is creating a nuisance to adjoining property.

CEO: Jose Feliciano

THIS CAUSE came for public hearing before the Codes Enforcement Special Magistrate on May 4, 2011 and the Special Magistrate having heard testimony under oath, **without your being present**, received evidence and heard argument, enters the following Findings of Fact, Conclusions of Law and Order:

FINDINGS OF FACT

1. Respondent, Marc Scarfone, whose mailing address is 408 NE 6th St Unit 422, Ft Lauderdale, FL 33304-6409 is the owner(s) or person(s) in charge of the property located at Hamlin Blvd, FL (00-40-42-15-00-000-5090).
2. Respondent(s) received notice of the code violations cited above and was given reasonable time to correct said violations. Respondent(s) failed to correct said violations within the allotted time.
3. At the time of hearing, the violations cited above continued to exist.
4. Palm Beach County incurred costs in the amount of \$103.57 in successfully prosecuting this case.

CONCLUSIONS OF LAW

1. Respondent, by reason of the foregoing is in violation of the Codes as cited above, and is therefore subject to the provisions of Article 10 of the Palm Beach County Unified Land Development Code, under the authority of Chapter 162 of Florida Statutes, as may be amended.
2. Palm Beach County is entitled to recover all costs incurred in successfully prosecuting this action.

ORDER

Respondent(s) is (are) to correct the violations cited above on or before June 3, 2011 (30 Days). In the event the violations cited above are not corrected on or before the compliance date, then and in that event there shall be a fine imposed against Respondent(s) in the amount of \$100.00 for each day the violations continue to exist after the compliance date and shall accrue interest at the maximum rate allowed by law.

Certified Article Number

7360 3701 5845 5205 4306

SENDER'S RECORD

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Corrective action may include, but is not limited to, those methods set forth in the requirements for Correction Section of the Notice of Violation, which was properly served upon respondent as required by law. If a repeat violation has been committed, then and in that event there shall be fine imposed against Respondent(s) in the amount of n/a for each day the repeat violations continues, beginning with the date the repeat violation is found to have occurred by the code inspector. If a finding of violation or repeat violation has been made as provided in Section 162.09, Florida Statutes, a hearing shall not be necessary for issuance of the Order imposing such a fine.

Failure to comply on or before the compliance date may result in a lien being placed against the above described property, and upon any other real or personal property owned by the respondent(s) pursuant to Sections 162.08 and 162.09, Florida Statutes may be amended and Article 10, Palm Beach County Unified Land Development Code. After three months from the filing of the lien, the County is authorized to pursue any other collection actions the County deems appropriate.

**THE BURDEN SHALL REST UPON RESPONDENT(S) TO REQUEST A REINSPECTION TO DETERMINE WHETHER THE VIOLATION OR REPEAT VIOLATION HAS BEEN BROUGHT INTO COMPLIANCE.**

In addition to the daily fine set forth above, you are hereby ordered, pursuant to Article 10 of the Palm Beach County Unified Land Development Code and Chapter 162 of Florida Statutes, as may be amended, to pay costs to the County in the amount of \$103.57. This amount is due and owing as of the date of this Order.

A certified copy of this Order may be recorded in the public records of Palm Beach County, Florida, and shall thereafter constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property. The findings in this Order shall be binding upon Respondent(s) and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns pursuant to Article 10 of the Palm Beach County Unified Land Development Code and Chapter 162 of Florida Statutes, as may be amended.

DONE and ORDERED this 4th day of May, 2011

Earl K. Mallory, Special Magistrate

Sworn to and subscribed before me this 4<sup>th</sup> day of May, 2011 by  
Earl K. Mallory, who is personally known to me  
Maurice J. Ford  
Notary Public, State of Florida



I hereby certify that a true and correct copy of the foregoing order has been furnished to Marc Scarfone, by U.S. Regular / Certified Mail this 10<sup>th</sup> day of May, 2011.

Secretary

I HEREBY CERTIFY THAT I AM SECRETARY TO THE CODES ENFORCEMENT SPECIAL MAGISTRATE AND FURTHER THAT THIS IS A TRUE AND CORRECT COPY OF THE CODES ENFORCEMENT SPECIAL MAGISTRATE ORDER AND OR LIEN

TO  
Marc Scarfone  
J. B. Macapayag  
SECRETARY  
CODE ENFORCEMENT

Palm Beach County  
Planning Zoning & Building  
Code Enforcement Liens  
2300 North Jog Road  
West Palm Beach, FL 33411-2741  
Acct. # 1019

CFN 20180192323  
OR BK 29860 PG 1228  
RECORDED 05/17/2018 14:51:45  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1228 - 1229; (2pgs)

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**PALM BEACH COUNTY PLANNING, ZONING AND BUILDING DEPARTMENT  
DIVISION OF CODE ENFORCEMENT  
2300 N JOG ROAD, WEST PALM BEACH, FL 33411  
(561) 233-5500**

NAME: Marc Scarfone

DATE: May 8, 2018  
COMPLAINT NO.: C-2011-01190001

MAILING ADDRESS: 408 NE 6th St, Unit 422  
Ft Lauderdale, FL 33304-6409

SUBJECT: Hamlin Blvd  
PREMISES: FL

PROPERTY CONTROL # 00-40-42-15-00-000-5090

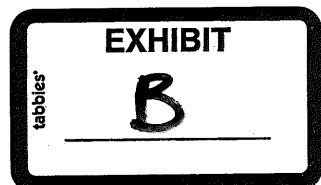
PAGE 1 OF 2

**AFFIDAVIT OF COMPLIANCE**

BEFORE ME, the undersigned authority, personally appeared PBC Code Enforcement Officer Jose Feliciano, who being first duly sworn, under oath, deposes and says:

1. That I am a Code Inspector for Palm Beach County Planning, Zoning and Building Department, Division Of Code Enforcement, duly authorized by the local governing body to assure compliance with the various codes and ordinances in effect in Palm Beach County.
2. That pursuant to Code Enforcement Board/Special Master order dated May 4, 2011, Marc Scarfone, respondent was/were found in violation of one or more codes or ordinances in effect in Palm Beach County, as specifically set forth in said Order.
3. That said Order provided further that the violation or violations must be corrected by June 3, 2011, or a daily fine would be imposed for each day thereafter until corrected, as specifically set forth in said Order.

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4. That on May 7, 2018, I inspected the premises and/or verified compliance of the code as described in said Order and find that any and all violations described in said Order have been corrected as of May 7, 2018.

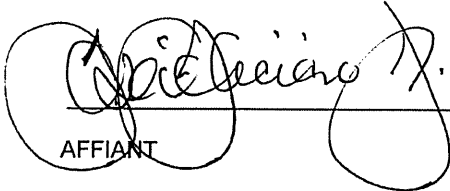
5. That the above facts are true and accurate to the best of my knowledge.

6. That the statements contained herein are made on personal knowledge and such statements are true and accurate on the basis of all information available to the Affiant on the date contained herein.

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DATED this 8th of May, 2018

FURTHER AFFIANT SAYETH NOT


  
AFFIANT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Sworn to and subscribed before me this 9 day of May, 2018, by Jose L. Garcia who is personally known to me.

  
Notary Public, State of Florida

My Commission Expires:  
Commission No.

 KATHRYN J. WORKMAN  
MY COMMISSION # GG 063539  
EXPIRES: February 25, 2021  
Bonded Thru Budget Notary Services