

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made as of _____ by and between the City of Lake Worth Beach, Florida, a municipal corporation of the State of Florida (the “City”) and ALC Home Services LLC (“ALC Home Services”), a Florida limited liability company.

WHEREAS, ALC Home Services holds fee simple title to the property located at 719 S C St., Lake Worth Beach, FL 33460 (the “Property”); and

WHEREAS, the City has a code enforcement lien on the Property as a result of Code Enforcement Case No. 22-00001779; and

WHEREAS, on February 12, 2024, the City filed a Complaint to Foreclose Municipal Lien against ALC Home Services in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida, Case No. 50-2024-CA-001350XXXAMB (the “Complaint”), relating to the Property; and

WHEREAS, the Property is currently in compliance with the City’s Code of Ordinances; and

WHEREAS, the City and ALC Home Services desire to amicably resolve the Complaint through an out-of-court settlement; and

WHEREAS, the City finds that this Agreement serves a valid public purpose, is appropriate and is in the best interest of the health, safety, and welfare of the City, its residents, and visitors.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the City and ALC Home Services agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. ALC Home Services agrees to pay and remit to the City a total of FIFTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$52,500) within sixty (60) days of the effective date of this Agreement.
3. If ALC Home Services completes its obligations under this Agreement, the City will:
 - a. File a dismissal, with prejudice, of the Complaint with each party bearing their own fees and costs; and
 - b. Close, comply, release, and deem satisfied any obligations, monetary or otherwise, that ALC Home Services owes to the City arising out of or relating to the following code enforcement cases and liens:

- i. Code Enforcement Case 22-00001779, ORB 33967, Page 1833
- ii. Code Enforcement Case 24-00000011

4. Further, all code enforcement claims the City had, has, or could have asserted through the date of this Settlement Agreement are released, and the City acknowledges such code enforcement claims were not previously assigned to any other person or entity. The City may initiate any code enforcement case for any condition or violation existing on the Property after the date of this Agreement.

5. This Agreement is made in the State of Florida and shall be governed exclusively by Florida law. Venue for any litigation shall be in Palm Beach County, Florida, exclusively.

6. This is the entire agreement between the parties and shall not be modified or amended except by a written document signed by both parties.

7. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

8. This Agreement may be executed in counterparts which, when executed by all parties, shall constitute a single binding agreement. Electronic or facsimile copies of this Agreement and any signatures contained hereon shall, for all purposes, be considered binding as originals.

[intentionally left blank]

IN WITNESS WHEREOF the parties hereto have made and executed this Settlement Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH

By: _____
Betty Resch, Mayor

By: _____
Yannick Ngendahayo, Finance Director

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

ALC HOME SERVICES LLC

By: Don Coppola

Print Name: Don Coppola

Title: Manager

[Corporate Seal]

STATE OF Florida) COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 29 day of April 2024, by Dannick P Coppola, as the Manager [title] of **ALC HOME SERVICES LLC**, a Limited Liability Company authorized to do business in the State of Florida, who is personally known to me or who has produced FDL as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind **ALC HOME SERVICES LLC** to the same.

[Signature]
Notary Public Signature

Notary Seal:

